

FARGO CITY COMMISSION AGENDA
Monday, November 19, 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, November 5, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Section 10-0318 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
- 2. Waiver of requirement for receipt of an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
 - a. Amending Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classifications of Ordinance Violations – Tattoos, Body Art and Body Piercing Violations as Class B Misdemeanors.
 - b. Amending Sections 25-3301 through 25-3307 of Article 25-33 of Chapter 25 and Enacting Sections 25-3301.1 and 25-3301.2 of Article 25-33 of Chapter 25 of the Fargo Municipal Code Relating to Tattoos, Body Art and Body Piercing.
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading 11/5/18:
 - a. Rezoning Certain Parcels of Land Lying in Gardenia Addition.
 - b. Amending Sections 20-0212, 20-0216, 20-0302, 20-0402, 20-0403, 20-0502, 20-0612, 20-0701, 20-0704, 20-0705, 20-0901, 20-0907 and 20-0914 of Articles 20-02 thru 20-07 and 20-09 of Chapter 20 of the Fargo Municipal Code Relating to the Land Development Code of the City of Fargo.
- 4. Direct the City Attorney to prepare amendments to the Fargo Municipal Code relating to Driving without a License in Possession.
- 5. Applications for property tax exemptions for improvements made to buildings:
 - a. Christine C. and Thomas D. Dowdell, 3107 Par Street North (3 year).
 - b. Keith G. and Shelley A. Lesteberg, 2844 28th Avenue South (3 year).
 - c. Ann C. Schmidt, 2315 32nd Street South (3 year).
 - d. Martin R. Aas, 1418 20th Street South (5 year).
 - e. David A. and Shanon Gregor, 1014 24th Avenue South (5 year).
 - f. Craig and Kaia Ehrmantraut, 2819 Longfellow Road North (5 year).
 - g. Nicholas L. and Rachel R. Kjonaas, 3720 Fairway Road North (5 year).
 - h. Amy and Andrew Herian, 2849 Hickory Street North (5 year).
 - i. Karen Timm, 3245 17th Avenue South, Unit 102 (5 year).
 - j. Mitchell H. and Michelle EY Cunningham, 1526 9th Street North (5 year).

- k. Darian L. Hanson, 814-816 32nd Street North (5 year).
 - l. Richard A. and Trudy M. Huschka T/O/D, 2105 2nd Street North (5 year).
 - m. Dmitry Kovalyov and Kari A. Losee, 1601 6th Street South (5 year).
 - n. Lora J. Wallgren T/O/D, 1725 14th Street South (5 year).
 - o. Tammy and Jeffrey Osborn, 1625 14th Avenue South (5 year).
 - p. Teresa L. Ash, 1209 15th Street South (5 year).
6. Applications for Games of Chance:
- a. Fargo Angels Hockey Club for a calendar raffle on 12/2/18.
 - b. Knights of Columbus Council 11930 for a raffle on 5/23/19.
 - c. Cancer Benefit for Travis Anderson for a raffle and raffle board on 12/2/18; Public Spirited Resolution.
 - d. NDSU Judging Club for a calendar raffle from 4/8/19 to 4/12/19.
 - e. NDSU Judging Club for a raffle on 2/20/19.
7. Receive and file General Fund – Budget to Actual through October 30, 2018 (unaudited).
8. Direct the City Attorney to review and revise Article 13-11, Child Care Centers.
9. Contract Agreement with AE2S Communications for breastfeeding campaign initiatives (RFP17362).
10. Developer and Road Use Agreement with 404 Place, LLC.
11. Negative Final Balancing Change Order No. 2 in the amount of -\$4,880.27 for Project No. UR-17-C1.
12. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. TP-16-A1.
13. Community Development Block Grant Storefront Rehab project 16 8th Street South.
14. Sole Source Procurement with Bishop Land Design, LLC to perform programming services for the Civic Plaza Block in the amount of \$150,000.00.
15. Bid awards for purchase of one crawler dozer (RFP18310) and one excavator (RFP18309).
16. Bid award for winter pruning operations (RFP18314).
17. Developer Waiver of Protest Agreement with Dakota Beach Capital, LLC.
18. Bid award for the 2018/2019 sidewalk snow and ice removal code enforcement (RFP18267).
19. Extension of the sidewalk snow and ice removal contract with Polar Snow & Ice Management for the 2018/2019 snow season (RFP17285).
20. Amendment No. 3 with First Transit to revise the fees for the period of January 1, 2019 through December 31, 2019.
21. Amendment to Software Support Agreement with SPX Corporation (Genfare).
22. Bid award for Project No. WW1701 Phase II A Improvements (Central Generation Station).
23. Memorandum of Offer to Landowner and Permanent Easement (Street and Utility) with Elwood Jay Brand (Project No. WW1705).

Page 23. Resolution Prescribing Rates and Charges for Hauled Liquid Waste at the Wastewater Treatment Facility.

25. Bills.
26. Change Order No. 1 for an increase of \$30,054.22 and time extension to 10/26/18 for Improvement District No. BR-18-F1.
27. Change Order No. 2 for an increase of \$36,312.00 for Improvement District No. AN-17-G1.
28. Change Order No. 1 for an increase of \$33,887.90 for Improvement District No. TM-18-A1.
29. Memorandum of Offer to Landowner for a Permanent Easement with Plecity Kowalski Construction Inc. in association with Improvement District No. BN-16-H1.
30. Memorandum of Offer to Landowner for Temporary Easements (construction) for Improvement District No. BN-19-A1:
 - a. Clark and Sherri D. Erickson.
 - b. Minnkota Power Cooperative, Inc.
 - c. Fred M. Hector, Jr. Revocable Trust.
 - d. Bradley A. Anderson and Yuki Anderson.

REGULAR AGENDA:

31. Update on winter sheltering.
32. Development Agreement with Dakota Beach Capital, LLC.
33. Public Hearings - 5:15 pm:
 - a. Plat of Fitzsimonds Addition on a portion of the Southeast Quarter of Section 34, Township 139 North, Range 49 West of the 5th Principal Meridian (5080 38th Street South and 3805 52nd Avenue South); approval recommended by the Planning Commission on 8/7/18.
 - b. Hearing on a dangerous building located at 826 10th Street North; continued from the 11/5/18 Regular Meeting.
 - c. Hearing on a dangerous building located at 1101 7th Street North; continued from the 9/24/18 and 10/22/18 Regular Meetings.
34. Recommendation to reappoint Chuck Hoge to the Growth Initiative Fund Board.
35. The City Attorney will provide a status report regarding the Municipal Airport Authority.

****The Board will meet in Executive Session to discuss negotiating strategy and to provide negotiating instruction to its negotiator and to consult with its attorneys regarding a possible Agreement between the City and the Fargo Municipal Airport Authority as authorized by NDCC, Section 44-04-19.1 subsections 2 and 9.

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.



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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 15, 2018

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Ordinance Amending the Sale, Carrying or Lawful Possession of Firearms During a State of Emergency

Dear Commissioners,

It has come to my attention that the city of Fargo Municipal Code §10-0318, relating to the sale, carrying or possession of firearms during a State of Emergency, is inconsistent with a legislative change to North Dakota Century Code §37-17.1-29. Specifically, the state law enactment prohibits a political subdivision – during a declared emergency – from barring or restricting the lawful possession, use, carrying, transfer, transportation, storage, or display of a firearm or ammunition. State law controls the possession of firearms to the extent that the city may not enact ordinances that are more restrictive than state law, specifically N.D.C.C. §62.1-01-03. I have conferred with Chief Todd relative to this necessary administrative amendment to Fargo Municipal Code §10-0318.

Suggested Motion: I move to receive and file amended Ordinance Section 10-0318 of Article 10-03, Chapter 10 of the Fargo Municipal Code relating to the sale, carrying or possession of firearms during a State of Emergency, and place the amended ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,

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

Alissa R. Farol
Assistant City Attorney



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0318
OF ARTICLE 10-03 OF CHAPTER 10
OF THE FARGO MUNICIPAL CODE RELATING TO
PUBLIC SAFETY, MORALS AND WELFARE

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

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5 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,

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7 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,

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

10 NOW, THEREFORE,

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

12 Section 1. Amendment.

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14 Section 10-0318 of Article 10-03 Chapter 10 of the Fargo Municipal Code is hereby
amended as follows:

15 10-0318. State of Emergency – Declaration and duration.

- 16
17 A. The mayor or commissioner acting for the mayor, is authorized, if he finds that the
18 city or any part thereof is suffering or is in imminent danger of suffering civil
19 disobedience, disorder, riot or other occurrence, including danger of flooding of the
20 city, or any part of the city, which will seriously and substantially endanger the
21 health, safety and property of the citizens, to declare a STATE OF EMERGENCY
22 and take the following specified measures throughout the city or any part thereof; the
23 declaration shall be made in a proclamation which shall be delivered to the chief of
police, who shall then see that said proclamation is delivered to the news media
within the city and who shall use public address systems throughout the city,

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electronic notification systems or other means deemed appropriate by the chief of police and immediately notify the public of said proclamation.

* * *

- 7. Limit or prohibit the sale, carrying or possession on the public sidewalks or public streets, or in any public park, of weapons including, but not limited to, ~~firearms~~, bows and arrows, air rifles, slingshots, knives, razors, or missiles of any kind.

Section 2. Penalty.

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

Section 3. 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

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 15, 2018

Board of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102

RE: Ordinance Amending the Regulation of Tattoos, Body Art and Body Piercing

Dear Commissioners,

Enclosed for your approval are two ordinances pertaining to the regulation of tattoos, body art and piercing. Fargo Environmental Health is responsible for administration and enforcement of these regulations. They have recommended that the City's ordinances be amended to largely conform to state law (the N.D. Administrative Code) and that violations be deemed to be Class B misdemeanors.

At its September 24, 2018 meeting, the Board of City Commissioners directed the City Attorney's Office to work with Fargo Cass Public Health to review and update the City's ordinances regarding this subject.

Suggested Motion: I move to waive the requirement of receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Article 25-33 of Chapter 33 and an Ordinance Amending Section 1-0305.A of Chapter 1 of the Fargo Municipal Code Relating to Tattoos, Body Art and Body Piercing.

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

Sincerely,

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

Alissa R. Farol
Assistant City Attorney

Enclosures

cc: Grant Larson
Bradly Schneider



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305.A
OF ARTICLE 1-03 OF CHAPTER 1
OF THE FARGO MUNICIPAL CODE RELATING TO
CLASSIFICATIONS OF ORDINANCE VIOLATIONS – TATTOOS, BODY ART AND
BODY PIERCING VIOLATIONS AS CLASS B MISDEMEANORS

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

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 purpose; and

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code are hereby amended to read as follows:

1-0305. Classification of ordinance violations.—

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

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator’s or driver’s license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to

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FARGO, NORTH DAKOTA

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vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0304 (carrying weapons), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), sections 10-1202 (marijuana) and 10-1204 (marijuana paraphernalia), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), 1 - 7 section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), ~~section 25-3302 (body art), section 25-3306 (body art unlawful practices);~~ article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

* * *

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTIONS 25-3301 THROUGH 25-3307
2 OF ARTICLE 25-33 OF CHAPTER 25 AND ENACTING
3 SECTIONS 25-3301.1 AND 25-3301.2 OF ARTICLE 25-33 OF CHAPTER 25
4 OF THE FARGO MUNICIPAL CODE RELATING TO
5 TATTOOS, BODY ART AND BODY PIERCING

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

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

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

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

15 NOW, THEREFORE,

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

17 Section 1. Amendment.

18 Section 25-3301 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

19 25-3301. Definitions. As used in this ordinance, unless the context otherwise indicates, the
20 following definitions shall apply:

21 1. ~~“Body Art” means the practice of physical body adornment by permitted~~
22 ~~establishments and operators using, but not limited to, the following techniques: body~~
23 ~~piercing, tattooing, cosmetic tattooing, branding, and scarification.~~

2. ~~“Body Art Establishment” means any place or premise where the practices of~~
~~body art, whether or not for profit, are performed, except where such practices are~~
~~performed by a physician or surgeon who has a current license for the practice of~~

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~~medicine issued by the State of North Dakota pursuant to Chapter 43-17 of the North Dakota Century Code.~~

3. ~~“Body Piercing” means puncturing or penetration of the skin of a person with presterilized single-use needles and the insertion of presterilized jewelry or other adornment thereto in the opening, except that puncturing the outer perimeter or lobe of the ear with a presterilized single-use stud and clasp ear-piercing system shall not be included in this definition.~~

1. “Bloodborne Pathogen” means a micro-organism that is present in human blood or in other bodily fluid or tissue which can cause a disease in humans, including the hepatitis B virus, the hepatitis C virus, and the human immunodeficiency virus, and for which testing is recommended by the United States public health service.

2. “Communicable disease” means a disease or condition that causes serious illness, serious disability, or death, the infectious agent or which may pass or be carried, directly or indirectly, from the body of one person to the body of another.

4.3. “Department” means Fargo Cass Public Health, or its authorized representatives.

5. ~~“Ear Piercing” means the puncturing of the non-cartilaginous perimeter or lobe of the ear with a presterilized single-use stud and clasp ear-piercing system following manufacturer’s instructions.~~

6.4. “Gross incompetence” means any serious lack of ability or knowledge to perform one’s duty in a sanitary manner or failure to comply with these regulations. It shall also mean any conduct which endangers the public’s health or safety.

7. ~~“Operator” means any person who controls, operates, manages, conducts, or practices body art activities at a body art establishment. The term includes an assistant or technician who performs body art activities and who works under the supervision, control or authority of somebody else who is an operator.~~

8. ~~“Person” means an individual, any form of business or social organization or any other non-governmental legal entity, including but not limited to corporations, partnerships, limited liability companies, trusts or unincorporated organizations.~~

9. ~~“Physician” means a person currently licensed by the state of North Dakota to practice medicine pursuant to the provisions of chapter 43-17 of the North Dakota Century Code.~~

10. ~~“Tattooing” means any method of placing ink or other pigment into or under the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa. This term includes all forms of cosmetic tattooing.~~

5. “License” means written approval issued by the director of public health or any designee of the director of public health to operate a body art establishment.

6. “Procedure room” means the physical space or room used for performing body art procedures.

7. “Scarification” means altering the skin texture by cutting the skin and controlling

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the body's healing process in order to produce wounds, resulting in permanently raised wheals or bumps known as keloids.

~~11.8.~~ "Temporary Body Art Event" means an event to promote body art which lasts fewer than five days no longer than five consecutive days.

Section 2. Enactment.

Sections 25-3301.1 and 25-3301.2 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby enacted as follows:

25-3301.1. North Dakota Administrative Code Chapter 33-41-01 Adopted-Amendments.— For the purpose of prescribing regulations governing public health and safety in the city of Fargo, relative to tattoos and body art, the provisions of chapter 33-41-01 of the North Dakota Administrative Code is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city.

25-3301.2. Modification of North Dakota Administrative Code Chapter 33-41-01.— The North Dakota Administrative Code Ch. 33-41-01 as adopted in this article is hereby amended as follows:

1. Subsection 1 of Section 33-41-01-02 and Sections 33-41-01-10, -11, -12, -13 and -14 are hereby deleted in their entirety.
2. Section 33-41-01-03(5) is hereby amended to read as follows:

5. The operator shall be free of communicable diseases that may be transmitted to a patron, maintain a high degree of personal cleanliness, conform to hygienic practices, and wear clean clothes when performing body art procedures. Before performing body art procedures, operators must thoroughly wash their hands in hot running water with liquid soap, then rinse hands and dry with disposable paper towels. This shall be done as often as necessary to remove contaminants.

3. Section 33-41-01-03(9) is hereby amended to read as follows:

9. No person shall perform any body art procedure upon a person under the age of eighteen years without the presence, written consent, and proper identification of a parent, legal custodial parent, or legal guardian. The age of

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all patrons must be verified by photo identification and documentation establishing the patron's age prior to the body art procedure being performed. Photo identification or other proper identification of all patrons under the age of eighteen years must be photocopied by the operator and maintained in the patron's record. Nothing in this section is intended to require an operator to perform any body art procedure on a person under eighteen years of age with parental or guardian consent.

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4. Section 33-41-01-03 is hereby amended to add a subsection to read as follows:

The operator shall be certified in Bloodborne Pathogen training.

5. Section 33-41-01-08(3) is hereby amended to read as follows:

3. All cleaned, nondisposable instruments and jewelry used for body art or that directly aid in body art procedures shall be sterilized in a steam autoclave or dry-heat sterilizer. (if approved by the department): The sterilizer shall be used, cleaned, and maintained according to manufacturer's instruction. A copy of the manufacturer's recommended procedures for the operation of the sterilization unit must be available for inspection by the department. Sterile equipment may not be used if the package has been breached or after the expiration date without first repackaging and resterilizing. Sterilizers shall be located away from workstations or areas frequented by the public. If the body art establishment uses only single-use, disposable instruments and products, and uses sterile supplies, an autoclave shall not be required.

6. Section 33-41-01-09 is hereby amended to add subsections to read as follows:

Single-use prepackaged sterilized equipment must be obtained from reputable suppliers or manufacturers and packages must contain a temperature strip or sterilizer indicator.

Single-use wood spatulas used to remove all creams and other semi-solid substances from containers must be discarded after each use.

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Section 3. Amendment.

Section 25-3302 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3302. Unlawful to operate body art establishment without ~~permit~~ license-- Exemptions.

It shall be unlawful to operate a body art establishment unless a permit license is first obtained from the ~~health~~ department. The provisions of this article do not apply to physicians, or a person working under the direct supervision of a physician in the physician's office or clinic, nor to individuals who pierce only the non-cartilaginous perimeter and lobe of the ear with a presterilized single-use stud-and-clasp ear-piercing system are exempt from these regulations; provided, however, that such individuals shall not be exempt from the applicable U.S. Food and Drug Administration requirements.

Section 4. Amendment.

Section 25-3303 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3303. Permit License to operate body art establishment issued annually--~~permit license for individual technician--temporary permits licenses -- Fee--Application form-- Display of permit license required--Health Department to enforce regulations.~~

A. After an inspection and approval of the proposed body art establishment by the director of public health or designee of the director of public health. ~~The permit license described in §25-3302 hereof shall be issued annually, January 1st, by the health department, after an inspection and approval of the proposed body art establishment by the city health officer or his designee.~~ The fee therefor shall be as established by resolution of the board of city commissioners, ~~and applicants shall complete and sign an application form furnished by the health department along with a scale drawing and floor plan of the proposed body art establishment.~~ The permit license shall be non-transferable. The permit license shall be displayed prominently in the body art establishment where it may be readily observed by clients.

B. The ~~city health officer~~ department is authorized to promulgate regulations creating minimum standards for body art establishments pertaining to the

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1 facilities, preparation and care of the body art area, education and
2 information for prospective clients, professional standards for the body art
3 operators/technicians, sanitation and sterilization procedures,
4 requirements for single use items, maintenance and retention of records of
5 body art procedures, and requirements for posting of notices and
6 information regarding body art, which regulations may be enforced by the
7 ~~city health officer~~ director of health or any designee of the director of
8 public health after ~~they~~ such regulations are approved by the city
9 commission, notice of which is to be given pursuant to the provisions of
10 §13-0101 of the Fargo Municipal Code. A copy of such regulations shall
11 be posted in all ~~B~~body ~~A~~art ~~E~~establishments in a prominent location so
12 that they may be read by clients and by operators and technicians of a
13 body art establishment.

7 C. Each individual body art technician shall be required to first obtain a
8 ~~permit~~ license from the ~~health~~ department. The fee therefore shall be
9 established by resolution of the board of city commissioners and
10 applicants shall complete and sign an application form furnished by the
11 ~~health~~ department. Each individual body art technician must be working
12 under a ~~permitted~~ licensed body art establishment. If the body art
13 establishment has only one technician, only the establishment ~~permit~~
14 license needs to be obtained.

12 D. Body art establishments and individual body technicians, not otherwise
13 licensed in the city, who wish to practice body art at a temporary body art
14 event shall obtain a temporary ~~permit~~ license through the ~~health~~
15 department. The fee therefore shall be established by resolution of the
16 board of city commissioners and applicants shall complete and sign an
17 application form furnished by the ~~health~~ department. If the body art
18 establishment has only one technician, only the establishment ~~permit~~
19 license needs to be obtained.

18 Section 5. Amendment.

19 Section 25-3304 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby
20 amended as follows:

21 25-3304. Inspections of ~~permitted~~ licensed premises.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

The members of the board of city commissioners of the city of Fargo, the chief of police, or any officer of the health or police department may, at any time, enter upon any ~~permitted~~ licensed premises for the purpose of inspection or to determine whether the ~~permitted~~ licensed premises are in compliance with any and all ordinances of the city and regulations promulgated by the ~~D~~department. A copy of the inspection report must be furnished to the ~~permit~~ license holder or operator of the body art establishment.

Section 6. Amendment.

Section 25-3305 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3305. Licenses--Termination, suspension, revocation.

All ~~permits~~ licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate on December 31st following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, be terminated, suspended or revoked by the commission.

A. The commission may, in its discretion, suspend or revoke for cause any ~~permit~~ license issued under the provisions of this article. The grounds for suspension or revocation shall, among others, include the following:

1. The ~~permittee~~ licensee has filed a petition in bankruptcy.
2. The ~~permittee~~ licensee does not remit the annual renewal fee.
3. An individual ~~permittee~~ licensee, one of the partners in a partnership ~~permittee~~ licensee, or one of the officers in a corporation ~~permittee~~ licensee, or any individual in active management of the ~~permitted~~ licensed business is convicted of violating any of the provisions of this article.
4. The ~~permittee~~ licensee has been convicted of a felony under the laws of the United States or under the laws of one of the several states.
5. The ~~permittee~~ licensee has made any false statement in his application for a ~~permit~~ license.
6. The ~~permittee~~ licensee has demonstrated gross incompetence and/or has violated one or more of the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

regulations created pursuant to Fargo Municipal Code §25-3303(B).

7. The ~~permittee~~ licensee interferes with the health department or its agents and assistants in the performance of its duties.

B. The health department may temporarily suspend the ~~permit~~ license and order the establishment immediately closed if immediate danger to the public health or safety is found, unless the danger is immediately corrected.

C. The grounds enumerated in subsection (A) and (B) of this section shall not be deemed to be exclusive and any ~~permit~~ license issued under the provisions of this article may be suspended or revoked by the commission for any other reason deemed by the commission to be sufficient in order to promote and protect the health, safety, and welfare of the public. When any ~~permit~~ license is suspended or revoked by the commission pursuant to the provisions of this section, or when the ~~permittee~~ licensee voluntarily ceases business, no portion of the ~~permit~~ license fee previously paid shall be returned to the ~~permittee~~ licensee or to anyone claiming under or through ~~him~~ them.

D. No ~~permit~~ license issued under the provisions of this article shall be suspended or revoked for cause by the commission without a public hearing. In the event that the commission intends to consider the suspension or revocation of any ~~permit~~ license for cause, it shall direct the city auditor to notify the ~~permittee~~ licensee of its intention to consider the same. The notice shall specify the time and place of the suspension or revocation hearing and shall be served upon the ~~permittee~~ licensee or his managing agent in the same manner as provided by law for the service of a summons in a civil action. No suspension or revocation hearing shall be held before the expiration of 15 days after the date of the service of the notice upon the ~~permittee~~ licensee.

If, upon such hearing, it appears to the commission that sufficient cause exists for the suspension or revocation of a ~~permit~~ license issued pursuant to the provisions of this article, the commission shall make its order suspending or revoking the said ~~permit~~ license.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 7. Amendment.

1 Section 25-3306 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby
2 amended as follows:

3 25-3306. Unlawful practices.--In addition to such other prohibitions as are contained in
4 this article:

- 5 A. No person shall perform body art on any body part of a person under the
6 age of 18 without the written consent of the parent or legal guardian of
7 such minor and without said parent or legal guardian being present during
8 such procedure.
- 9 B. No person shall obtain or attempt to obtain any body art establishment
10 ~~permit~~ license by means of fraud, misrepresentation or concealment.
- 11 C. No person shall perform body art procedures unless such procedures are
12 performed in a body art establishment with a current ~~permit.~~ license.
- 13 D. No person shall perform body art procedures unless they are at least 18
14 years of age.
- 15 E. No person shall interfere with ~~a health~~ the department ~~officer~~ in the
16 performance of an inspection or in the performance of any other ~~of his~~
17 duties.
- 18 F. Willful failure by the ~~permittee~~ licensee to post regulations which are
19 required to be posted pursuant to § 25-3303 of this article shall be
20 unlawful.

Section 8. Amendment.

21 Section 25-3307 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby
22 repealed, the penalty being set forth in this ordinance, at Section 9. below and being codified at
23 Fargo Municipal Code Section 1-0305.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 9. Penalty.

1 A person who willfully violates Fargo Municipal Code Article 25-33 is guilty of a Class
2 B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as
3 a Class B misdemeanor shall be punished by a fine not to exceed \$1,500.00, or by imprisonment
4 not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the
5 court to have power to suspend said sentence and to revoke the suspension thereof. In addition
6 to such fine and/or imprisonment, the court, in its discretion, may assess a fee in an amount not
7 to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.

Section 10. Effective Date.

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

10 _____
Timothy J. Mahoney, M.D., Mayor

12 Attest:

15 _____
Steven Sprague, City Auditor

16 First Reading:
17 Second Reading:
18 Final Passage:
19 Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN GARDENIA ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on July 3, 2018; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on November 5,
11 2018,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Gardenia Addition to the City of Fargo, Cass County, North Dakota;
16 is hereby rezoned from "AG", Agricultural, District to "SR-2", Single-Dwelling Residential,
17 District;

18 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
19 office so as to conform with and carry out the provisions of this ordinance.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

36

1 AN ORDINANCE AMENDING SECTIONS
2 20-0212, 20-0216, 20-0302, 20-0402, 20-0403, 20-0502, 20-0612, 20-0701,
3 20-0704, 20-0705, 20-0901, 20-0907, AND 20-0914
4 OF ARTICLES 20-02 THRU 20-07 AND
5 20-09 OF CHAPTER 20 OF
6 THE FARGO MUNICIPAL CODE RELATING TO
7 THE LAND DEVELOPMENT CODE OF THE CITY OF FARGO

8 WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
9 accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

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

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

17 NOW, THEREFORE,

18 Be it Ordained by the Board of City Commissioners of the City of Fargo:

19 Section 1. Amendment.

20 Subparagraph 20-0212.D.3.b. of Section 20-0212 of Article 20-02 of Chapter 20 (Land
21 Development Code) is hereby amended to read as follows:

22 * * *

23 **b. Materials**

(1) Required

All walls ~~visible from the street~~ that front a public street shall be finished with architectural materials such as brick, glass, stone, ceramic, stucco, precast

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

panels, exterior insulation finish systems (e.g. dryvit), or curtain walls. When the DMU development is detached/attached single family or small scale multi-dwelling in nature, typical residential structure exterior materials may be accepted (e.g. residential grade vinyl siding, composite brick, residential grade steel siding).

* * * *

Section 2. Amendment.

Subsection 20-0216D. of Section 20-0216 of Article 20-02 of Chapter 20 (Land Development Code) is hereby amended to re-number the subsection as follows:

* * *

~~D~~E. Alternative Design Standards.

* * * *

Section 3. Amendment.

Subsection 20-0302E. of Section 20-0302 of Article 20-03 of Chapter 20 (Land Development Code) is hereby amended to add a paragraph to read as follows:

* * *

10. Open Space

The minimum Open Space standards of the underlying zoning district may be waived and/or altered by the Board of City Commissioners during the PUD review and approval process.

Section 4. Amendment.

Subparagraph 20-0402.N.3.e. of Section 20-0402 of Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

- e. ~~As provided by Sec. 20-0401, TSSs in DMU and P/I zoning districts and TSSs which exceed the maximum building height for the applicable zoning district, but are not more than 125 feet in height in AG, SR-0-SR4, MR-1-MR-3, UMU, NC, NO, LC and GO zoning districts are Conditional Uses and are therefore subject to the Conditional Use review process of Sec. 20-0909~~

As provided by Sec. 20-0401, in AG, SR through SR-5, MR-1 through

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

MR-3, UMU, MHP, NO, NC, GO, LC, DMU, and P/I zoning districts, TSSs which exceed the maximum height for TSSs permitted by-right for the applicable zoning district, but are not more than 125 feet in height are Conditional Uses and are therefore subject to the Conditional Use review process of Sec. 20-0909:

* * * *

Section 5. Amendment.

Paragraph 20-0403B.3 of Section 20-0403 of Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

3. Rear Setback

- a. In all zoning districts, ~~other than~~ except the UMU zoning district, accessory structures, when located within the rear yard area, ~~shall be~~ are exempt from the rear and interior-side setback requirements, provided that they of the underlying zoning district and shall be set back at least 3 feet from rear and interior-side lot lines. This 3-foot setback shall not apply to fences or walls.
- b. In a UMU district, accessory structures, other than fences or walls shall meet the rear setback requirements of Sec. 20-0501. As in districts other than UMU zoning districts, said setback requirements do not apply to fences or walls.

Section 6. Amendment.

Paragraph 20-0403C.2. of Section 20-0403 Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

2. Minor Home Occupations - Defined

A Minor Home Occupation is one in which residents use up to 25 percent of the floor area of their home as a place of work, but in which no employees come to the site. Minor Home Occupations allow up to four customers per day, with a maximum of 12 customers per week, only between the hours of 7:00 a.m. and 9:00 p.m. No more than one customer is permitted on the site at any given time. Examples include, but are not limited to, artists, crafts people, writers, professional consultants personal care and grooming services, and employees of off-site businesses who work from their home. In addition, tutors, such as piano or other music teachers, who provide lessons to no more than 60 students per week and do not have non-resident employees

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 coming to the site, shall be deemed minor home occupations. In addition, dog
 2 grooming services that would qualify as a Minor Home Occupation as a result of
 3 percentage of floor area of the home, customer activity and hours of operation may be
 4 allowed after it has been reviewed and approved in accordance with Conditional Use
 5 Review procedures of Sec. 20-0909. Unless otherwise expressly stated, any
 6 Conditional Use Permit for such dog grooming service granted pursuant to Section
 20-0909 shall automatically terminate upon sale or transfer of the property. For
 purposes of calculating floor area of a minor or major home occupation in which the
 home occupation occupies a garage that is attached or detached from the primary
 home structure, the sum of the home and garage square footage shall be included in
 the total square footage from which the 25 percent maximum floor area is computed.

7 Section 7. Amendment.

8 Section 20-0502 of Article 20-05 of Chapter 20 (Land Development Code) is hereby
 9 amended to read as follows:

10 §20-0502 - Nonresidential District Standards

11 The dimensional standards of Table 20-0502 apply to all development in
 12 nonresidential zoning districts.

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 18 **Table 20-0502**

Dimensional Standard						
	GO	LC	DMU	GC	LI	GI
Minimum Lot Size						

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

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Minimum Setbacks (Ft.)						
Front	20	10	0	20	20	50
Interior Side	5	5	0	5 ^[3]	10 ^[1]	20 ^[1]
Street Side	20	10	0	20	20	50
Rear	15	15	0	15	20	20
Watercourse Setback	[3]	[3]	[3]	[3]	[3]	[3]
Maximum Building Coverage (Pct. of Lot)	65	55	100	85	85	85
Maximum Height (Ft.)	60	35/60 ^[2]	None	None	None	None

^[1] No setback required when adjacent to DMU

^[2] The 35-foot height restriction applies whenever residential protection standards apply, or when the Limited Commercial parcel is within 300 feet of SR zoning. Otherwise, the height limit shall be 60 feet in Limited Commercial zoning districts.

^[3] Watercourse setbacks for all residential, nonresidential and overlay/special purpose zoning districts are as set forth in Section 20-0508.

Section 8. Amendment.

Section 20-0612 of Article 20-06 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

* * *

§20-0612 Waivers

The Planning Commission shall be authorized to recommend and the Board of City Commissioners shall be authorized to approve Modifications or Waivers of the Subdivision

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Design and Improvement Standards of this article in accordance with the Subdivision Waiver provisions of Sec. ~~20-0907-E~~20-0907.

Section 9. Amendment.

Subsection 20-0701G. of Section 20-0701 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

G. Parking and Loading Area Design

Off-street parking and loading areas must be designed and constructed to accepted construction standards in the industry. Unless otherwise expressly stated in this Land Development Code, including paragraph D.2. of this section pertaining to gravel surfaces in rear yards within single-family (SR) zoning districts, or approved by the City, all ~~required~~ off-street parking spaces shall have an all-weather surface. In LI or GI zoning districts only, rear yard vehicular circulation area, not including parking spaces, may be crushed concrete or similar material as approved by the Zoning Administrator

Section 10. Amendment.

Subparagraph 20-0701.I.2.b. of Section 20-0701 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

2. Design and Layout

Required stacking spaces are subject to the following design and layout standards.

a. Size

Stacking spaces must be a minimum of 8 feet by 20 feet in size.

b. Location

Stacking spaces may not impede on- or off-site traffic movements or movements into or out of required off-street parking spaces.

Section 11. Amendment.

Paragraph 20-0704A.2 of Section 20-0704 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to add a footnote reference to the existing footnote 1 of said section so that it reads as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

§20-0704A.2 Residential Protection Standards

* * *

2. Applicability ^[1]

The standards of this section apply to:

- a. All multi-dwelling development when such development occurs on a site located within 150 feet of any SR or MHP zoning districts; and
- b. All nonresidential development when such development occurs on a site located within 150 feet of any SR, MR or MHP zoning districts.

[1] For purposes of the residential protection buffers, property zoned AG-Agricultural that is identified as being future residentially-zoned property on any growth plan approved under §20-0905 shall be deemed to be SR-, MR-, or MHP-zoned property.

Section 12. Amendment.

Subsection 20-0705C.1 of Section 20-0705 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

C. Open Space Landscaping

1. Applicability

The Open Space Landscaping standards of this subsection shall apply to ~~all any~~ development that contains three or more attached dwelling units in SR-3, ~~or SR-4, or SR-5 zoning districts~~ ~~developments containing three or more attached dwelling units~~ and to in all any development in MR-1 ~~or and~~ more intensive zoning districts.

Section 13. Amendment.

Subsection 20-0901.K. of Section 20-0901 of Article 20-09 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

K. Compliance with North Dakota Century Code

The development review procedures of this Article are intended to implement the procedural requirements of the North Dakota Century Code. In the event of conflict between the procedures of this article and those required by the Century Code, the North

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Dakota Century Code shall control.

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Procedure	Sec. No.	Review (R), Decision-Making (DM) and Appeal (A) Bodies				
		Staff	HPC	BOA	PC	BCC
LDC Text Amendments	20-0904	R			R	DM
Area Plan	20-0905	R			R	DM
Zoning Map Amendments	20-0201 20-0906	R	R ^[1]		R	DM
Subdivision	20-0907					
Minor					R	DM
Major		R			R	DM
Planned Unit Developments	20-0908					
Master Land Use Plan		R			R	DM
PUD Rezoning		R			R	DM
Final Development Plan		R			DM	A
Conditional Use Permits	20-0909	R			DM	A
Site Plan Review	20-0910	DM			A	A ^[2]
Institutional Master Plan	20-0911	R			DM	A

OFFICE OF THE CITY ATTORNEY
 FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1	Certificates of Appropriateness	20-0912	R & DM ^[3]	DM & A ^[3]			A ^[2]
2	Building Permits/Certificates of Occupancy	20-0913	DM		A		
3	Variances	20-0914			DM		A
4	Written Interpretations	20-0915	DM		A		
5	Appeals of Administrative Decisions	20-0916			DM		A

■ BOA = Board of Adjustment ■ PC = Planning Commission
 ■ BCC = Board of City Commissioners ■ HPC = Historic Preservation Commission

[1] HPC is involved only on H-O District application, pursuant to §20-0305.

[2] Appeals are not required to go to Planning Commission and Board of City Commissioners. Board of City Commissioners acts as appellate body only if the Planning Commission's decision is appealed.

[3] Review, Decision Making and Appeals process is different depending on nature of request. See §20-0912.

Section 14. Amendment.

Subsection 20-0907B. of Section 20-0907 of Article 20-09 of Chapter 20 (Land Development Code) is hereby amended to revise the subdivision process illustrative graphic so that it reads as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Minor Subdivisions



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * * *

1 Section 15. Amendment.

2 Subsection 20-1202(24) of Section 20-1202 of Article 20-12 of Chapter 20 (Land
3 Development Code) is hereby amended to read as follows:

4 **Home Occupation:** A business, profession, occupation or trade conducted for gain,
5 conducted within a dwelling unit, including an attached or detached garage accessory to
6 the dwelling unit, for gain or support by a resident of the dwelling unit.

7 Section 16. Amendment.

8 Paragraph 20-0914.I.3. of Section 20-0914 of Article 20-09 of Chapter 20 (Land
9 Development Code) is hereby amended to read as follows:

10 3. Action on Appeal

11 The Board of City Commissioners shall consider the appealed decision as a new
12 matter in a public hearing and, at the close of the public hearing, act to approve or
13 deny the original application for a Variance. The procedure and required notice shall
14 be the same as required of the original action before the Board of Adjustment. A
15 favorable vote of ¾ of all the members of the Board of City Commissioners shall be
16 required to approve any variance request.

17 Section 17. Penalty.

18 A person who willfully violates this ordinance is guilty of an infraction. Every person,
19 firm or corporation violating an ordinance which is punishable as an infraction shall be punished
20 by a fine not to exceed \$1000; the court to have power to suspend said sentence and to revoke
21 the suspension thereof.
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 18. Effective Date.

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

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4
5 (Seal)

Timothy J. Mahoney, Mayor

6 Attest:

7
8 _____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:



A handwritten number "4" enclosed in a hand-drawn circle.

Office of the City AttorneyCity Attorney
Erik R. Johnson

November 15, 2018

Assistant City Attorney
Nancy J. MorrisBoard of City Commissioners
City Hall
225 4th Street North
Fargo, ND 58102**RE: Ordinance Amendment—Driver's License Violations**

Dear Commissioners:

I seek your permission and direction to draft amendments to certain City ordinances pertaining to driver's license violations. The requested changes will better accommodate situations in Fargo Municipal Court and District Court wherein the court, usually with the fully endorsement and recommendation of the City Prosecutor, will amend and reduce the charge against a defendant from Driving Under Suspension (DUS) to a lesser offense. There exists an age-old problem with respect to adjudication of DUS offenses. The problem is that drivers, whose licenses are suspended, are unable to attain motor vehicle liability insurance because they lack a current license. Both courts and prosecutors find it desirable to be able to encourage certain defendants, when the situation is appropriate, to restore their driving privileges so that they can lawfully drive a motor vehicle within the state and they can do so with the protection of motor vehicle liability insurance. This goal is undermined; however, if a conviction is entered, for a DUS offense because the conviction will trigger another suspension. In order to get these defendants off the suspension treadmill, the pending DUS charge must be reduced to an offense that will not cause the defendant's driver's license to be suspended once again. A logical offense to which the DUS charge could be reduced would be to the non-criminal offense of "no driver's license in possession". FMC §8-0305. Unfortunately however, our current such ordinance still triggers a four-point assessment against the defendant's driver's license at the North Dakota Department of Transportation. Frequently, a four-point assessment is sufficient to cause the defendant's license to be re-suspended. Therefore, I seek your permission and direction to draft amendments to our ordinances to add another violation akin to "No Driver's License in Possession" that will carry a zero point assessment against the defendant's driver's license record.

SUGGESTED MOTION: I move to direct the City Attorney to prepare one or more amendments to the Fargo Municipal Code related to Driving Without a License in Possession, as presented.

Sincerely,

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

Erik R. Johnson

ERJ/lmw



CITY OF
Fargo
ASSESSMENT DEPARTMENT

5a

November 1, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

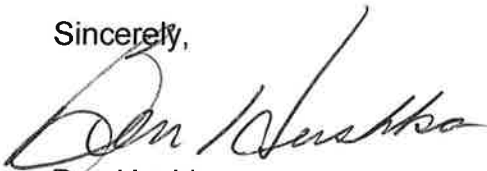
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3107 Par St. N as submitted by Christine C. & Thomas D. Dowdell. 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 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$195 with the City of Fargo's share being \$35.

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 Christine & Thomas Dowdell Phone No. 298-6776

2. Address of Property 3107 Par St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 3 Blk 2
Edgewood Farms

4. Parcel Number 01-0735-00110-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel upper level bathroom

7. Building Permit No. 181216 8. Year Built 1983

9. Date of Commencement of making the improvement _____

10. Estimated market value of property before improvement \$ 344,100

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

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 Christine Dowdell Date 31 Oct '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 11/2/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

56

November 7, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

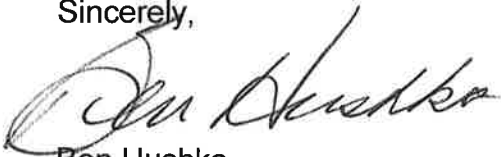
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2844 28 Ave. S as submitted by Keith G. & Shelley A. Lesteberg. 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 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$110 with the City of Fargo's share being \$20.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Kentha Shelley Lesterberg Phone No. _____

2. Address of Property 2844 28 Ave S
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
L+7, BIKI, Blument Park 1st

4. Parcel Number 01-0190-00130000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Bath remodel + remove short walls b/t dining + living rooms added Hardwood floors - painted - up + down replaced all doors inside + garage

7. Building Permit No. 180038 8. Year Built 1988

9. Date of Commencement of making the improvement January 2018

10. Estimated market value of property before improvement \$ 422,500

11. Cost of making the improvement (all labor, material and overhead) \$ 106,500.00

12. Estimated market value of property after improvement \$ 430,900

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 Shelley Lesterberg Date 11-5-18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
 Assessor's Signature Don Rueden Date 11/8/18

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 _____



50

November 8, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2315 32 St. S as submitted by Ann C. Schmidt. 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 2019, 2020, & 2021.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$730 with the City of Fargo's share being \$125.

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 Ann C. Schmidt Phone No. 701-280-0594

2. Address of Property 2315 32 St S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt 2, Bldg Westlake bth

4. Parcel Number 01-4013-00150000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish basement + Remodel main floor bath

7. Building Permit No. 180253 8. Year Built 1993

9. Date of Commencement of making the improvement March 2018

10. Estimated market value of property before improvement \$ 192,800

11. Cost of making the improvement (all labor, material and overhead) \$ 43,977

12. Estimated market value of property after improvement \$ 249,200

Applicant's Certification and Signature

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

Applicant's Signature Ann Schmidt Date 11-6-2018

Assessor's Determination

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

Assessor's Signature Den Anshka Date 11/13/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

5d

November 8, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1418 20 St. S as submitted by Martin R. Aas. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$175 with the City of Fargo's share being \$30.

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 MARTIN AAS Phone No. _____

2. Address of Property 1418 20 ST S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
LT 28 BLK 4 SALLY HILLEBOE ADDN

4. Parcel Number 01-1240-01110-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1418 20 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). REMODEL KITCHEN, INCLUDING NEW FLOORING, CABINETS & ELECTRICAL; REMODEL BATHROOM, WORK INCLUDING FLOORING, FIXUTRES, VENT, PLUMBING & ELECTRICAL

7. Building Permit No. 181327 8. Year Built 1963

9. Date of Commencement of making the improvement 7-30-18

10. Estimated market value of property before improvement \$ 139,900

11. Cost of making the improvement (all labor, material and overhead) \$ 93,174.00

12. Estimated market value of property after improvement \$ 233,074.00

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 Martin Aas Date 11-5-18

Assessor's Determination

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

Assessor's Signature Don Hinkle Date 11/13/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT



November 13, 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 1014 24 Ave. S as submitted by David A. & Shanon Gregor. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$255 with the City of Fargo's share being \$45.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner David & Sharon Gregor Phone No. 701-793-2377

2. Address of Property 1014 24 Ave S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. W 5' of Lt 9, E 65' of Lt 8, Bk 4 Schonberg S

4. Parcel Number 01-2710-0088000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remove walls/closets to create sitting/office area - move window + new flooring

7. Building Permit No. 171899/172166 8. Year Built 1963

9. Date of Commencement of making the improvement October 2017

10. Estimated market value of property before improvement \$ 208,000

11. Cost of making the improvement (all labor, material and overhead) \$ 40,000

12. Estimated market value of property after improvement \$ 227,700

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 10/31/19

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 YRS FOR QUALIFYING WORK

Assessor's Signature [Signature] Date 11/13/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT



November 7, 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 2819 Longfellow Rd. N as submitted by Craig & Kaia Ehrmantraut. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$585 with the City of Fargo's share being \$100.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Ben Hushka'.

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Craig & Kaia Ehrmantraut Phone No. 701-793-1222

2. Address of Property 2819 Longfellow Rd N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 8 Blk 4
Elm Tree Park

4. Parcel Number 01-0750-00550-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel kitchen

7. Building Permit No. 172451 8. Year Built 1968

9. Date of Commencement of making the improvement 12-8-17

10. Estimated market value of property before improvement \$ 287,000

11. Cost of making the improvement (all labor, material and overhead) \$ ~~287,000~~ 45,000

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 *Craig Ehrmantraut* Date 11-5-18

Assessor's Determination

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

Assessor's Signature *Dean Dumballe* Date 11/8/18

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 _____



November 7, 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 3720 Fairway Rd. N as submitted by Nicholas L. & Rachel R. Kjonaas. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$920 with the City of Fargo's share being \$155.

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 Nicholas & Rachel Kjonaas Phone No. (701) 730-8865

2. Address of Property 3720 Fairway Rd N
 City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 14 Blk 1
Golf Course 3rd

4. Parcel Number 01-1003-00140-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Updated shingles, insulation, gutters, furnace & a/c, kitchen, flooring, master bath

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

9. Date of Commencement of making the improvement 11-1-2018

10. Estimated market value of property before improvement \$ 428,600

11. Cost of making the improvement (all labor, material and overhead) \$ 71,000.00

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 [Signature] Date 11-6-2018

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
 Assessor's Signature [Signature] Date 11/8/18

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 _____



November 6, 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 2849 Hickory St. N as submitted by Amy & Andrew Herian. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$325 with the City of Fargo's share being \$55.

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	<u>Amy & Andrew Herian</u>	Phone No.	<u>701-367-1517</u>
2. Address of Property	<u>2849 Hickory St N</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 20 Blk 8 Elm Tree Park 2nd</u>		
4. Parcel Number	<u>01-0751-00350-000</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>Remodel kitchen</u>		
7. Building Permit No.	<u>181009</u>	8. Year Built	<u>1970</u>
9. Date of Commencement of making the improvement	<u>July 10th, 2018</u>		
10. Estimated market value of property before improvement	\$ <u>255,200</u>		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>25,000</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>Amy Herian</u> Date <u>11-1-18</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>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Quakro</u> Date <u>11/6/18</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 _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

51

November 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

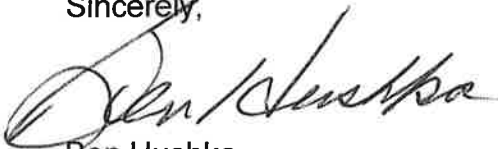
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3245 17 Ave. S Unit 102 as submitted by Karen Timm. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$135 with the City of Fargo's share being \$25.

Sincerely,



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 KAREN TIMM Phone No. 360-286-0562

2. Address of Property 3245 17 AVE S UNIT 102

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
LT 16 BLK 1 PRAIRIE SOUTH ADDN REPLAT OF SOUTH MEADOW SUBD CEDAR CONDO UNIT 102

4. Parcel Number 01-5600-00802-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 3245 17 AVE S UNIT 102

City FARGO State ND Zip Code 58103

*Updated
electric
in bedroom
& hallways*

alteration made to the building for which the exemption is being
REMODEL EXISTING BATHROOM; UPDATED CARPET

7. Building Permit No. 180238 8. Year Built 1978

9. Date of Commencement of making the improvement 4-18-18

10. Estimated market value of property before improvement \$ 107,600

11. Cost of making the improvement (all labor, material and overhead) \$ 14,000

12. Estimated market value of property after improvement \$ 118,200

Applicant's Certification and Signature

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

Applicant's Signature Karen A Timm Date 10-31-18

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 Anshelso Date 11/6/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

5j

November 6, 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 1526 9 St. N as submitted by Mitchell H. & Michelle EY Cunningham. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$35 with the City of Fargo's share being \$5.

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 MITCHELL & MICHELLE CUNNINGHAM Phone No. 701 307 0173

2. Address of Property 1526 9 ST N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. LT 7 BLK 4 CHANDLERS BROADWAY ADDN

4. Parcel Number 01-0380-00770-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1526 9 ST N

City FARGO State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). NEW WINDOWS / 2 decks

7. Building Permit No. 180797 8. Year Built 1946

9. Date of Commencement of making the improvement 6/8/18

10. Estimated market value of property before improvement \$ 156,200

11. Cost of making the improvement (all labor, material and overhead) \$ 16,800

12. Estimated market value of property after improvement \$ 158,800

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 *Nitch Cunningham* Date 11/1/18

Assessor's Determination

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

Assessor's Signature *Don Shuck* Date 11/6/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

5K

November 6, 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 814-816 32 St. N as submitted by Darian L. Hanson. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$355 with the City of Fargo's share being \$60.

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 Darian Hanson Phone No. 701-238-2210
2. Address of Property 814-816 32 St N
City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Pt of Lts 8 & 7, Blk 8, Stuart Hilleboe
4. Parcel Number 01-1260-00640-000 Residential Commercial Central Business District
5. Mailing Address of Property Owner 17347 W Alpine Ln
City Lake Park State MN Zip Code 56554-9666

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). Repair damage as needed to unit 816
7. Building Permit No. 180450 8. Year Built 1977
9. Date of Commencement of making the improvement 04/23/18
10. Estimated market value of property before improvement \$ 157,500
11.* Cost of making the improvement (all labor, material and overhead) \$ 105,000
12. Estimated market value of property after improvement \$ 184,700

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 11/5/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 11/6/18

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 _____



5l

November 6, 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 2105 2 St. N as submitted by Richard A. & Trudy M. Hushka T/O/D. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$305 with the City of Fargo's share being \$50.

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 Richard + Trudy Huschka Phone No. 701-232-0695

2. Address of Property 2105 2nd St. N.

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot 11 Block 1 North Park Addition

4. Parcel Number 01-2120-00110-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel Kitchen

7. Building Permit No. 180132 8. Year Built 1963

9. Date of Commencement of making the improvement 2/12/18

10. Estimated market value of property before improvement \$ 235,000

11. Cost of making the improvement (all labor, material and overhead) \$ 58,800

12. Estimated market value of property after improvement \$ 258,400

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 11-5-2018

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/6/18

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 _____



5m

November 6, 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 1601 6 St. S as submitted by Dmitry Kovalyov & Kari A. Losee. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$470 with the City of Fargo's share being \$80.

Sincerely,

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

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 Dmitry Kovalyov & Kari Losee Phone No. _____

2. Address of Property 1601 6 St. S.
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
Lt. 1 & Pt Lt 2 Blk 6 Lewis Addn.

4. Parcel Number 01-1720-00520-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1601 6 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). 8'x14' addition; Conversion of attached garage to st. New siding including soffit, fascia & gutters.

7. Building Permit No. 171234, 171274, 180226 8. Year Built _____

9. Date of Commencement of making the improvement 09/2017

10. Estimated market value of property before improvement \$ 248,100

11. Cost of making the improvement (all labor, material and overhead) \$ 64,000

12. Estimated market value of property after improvement \$ 284,200

Applicant's Certification and Signature

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

Applicant's Signature Dmitry Kovalyov Date 10/31/2018

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/6/18

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 _____



5n

November 6, 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 1725 14 St. S as submitted by Lora J. Wallgren T/O/D. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$75 with the City of Fargo's share being \$10.

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 Lora Wallgren Phone No. 701 234 0802

2. Address of Property 1725 14th St. S.
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. N 59' of L7 Bk 3 Bohnsacks 1st

4. Parcel Number 01-0161-00430-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1725 14 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). Remodel Kitchen

7. Building Permit No. 172523 8. Year Built 1955

9. Date of Commencement of making the improvement 1-5-18

10. Estimated market value of property before improvement \$ 167,500

11. Cost of making the improvement (all labor, material and overhead) \$ 15,000 +/-

12. Estimated market value of property after improvement \$ 173,200

Applicant's Certification and Signature

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

Applicant's Signature Lora Wallgren Date 1-1-18

Assessor's Determination

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

Assessor's Signature Don Dushka Date 1/1/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

50

October 30, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

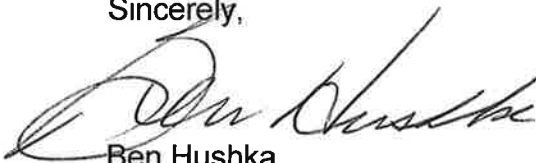
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1625 14 Ave. S as submitted by Tammy & Jeffrey Osborn. 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 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$135 with the City of Fargo's share being \$25.

Sincerely,



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 TAMMY & JEFFREY OSBORN Phone No. 701-328-4068

2. Address of Property 1625 14 AVE S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 14 BLK 7 MORTON & DOTYS ADDN

4. Parcel Number 01-2040-01680-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1625 14 AVE 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). RESIDE DWELLING WITH VINYL SIDING; REPLACE SOFFITS, FASCIA & GUTTERS

7. Building Permit No. 181065 8. Year Built 1968

9. Date of Commencement of making the improvement 7/14/18

10. Estimated market value of property before improvement \$ 177,300

11. Cost of making the improvement (all labor, material and overhead) \$ 9,000

12. Estimated market value of property after improvement \$ 190,000

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 10/22/18

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 11/2/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

5P

November 1, 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 1209 15 St. S as submitted by Teresa L. Ash. 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 2019, 2020, 2021, 2022, & 2023.

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,



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 Teresa Ash Phone No. 701-318-1988

2. Address of Property 1209 15 STS
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 7 BIKS Fredriksons

4. Parcel Number 01-0960-0048070 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

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

7. Building Permit No. 181116 8. Year Built 1940

9. Date of Commencement of making the improvement July 2018

10. Estimated market value of property before improvement \$ 113,400

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

12. Estimated market value of property after improvement \$ 119,700

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Teresa F. Ash Date 11/1/18

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 Hush Date 11/2/18

Action of Governing Body

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



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

LM

\$25.00
✓9335
11-7-18

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

Name of Non-profit Organization Fargo Angels Hockey Club	Date(s) of Activity to 12-2-18	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Steve Mehus	Title Treasurer	Business Phone Number 701 526 3307	
Business Address P.O. Box 3258	City Fargo	State ND	Zip Code 58108
Mailing Address (if different) PO Box 3258	City Fargo	State ND	Zip Code 58108
Name of Site Where Game(s) will be Conducted Southwest Ice Arena	Site Address 4404 23rd Ave S.		
City Fargo	State ND	Zip Code 58103	County Cass

Check the Game(s) to be Conducted: Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker * Twenty-one * Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Xbox 1S	\$299.00			
Raffle Board	Beats wireless headphones	\$299.95			
Raffle Board					
Raffle Board	Apple watch	\$279.00			
			Total: (Limit \$12,000 per year) \$ 874.95		

Intended uses of gaming proceeds: To help with the cost of running a not-for-profit youth hockey Club which includes running a tournament in Fargo that benefits youth from the Fair area.

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: \$ 4,500.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Steve Mehus</i>	Date 11-3-18	Title Treasurer	Business Phone Number 701 526 3307
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2016)

(16)

\$25.00
16220
11-13-18

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

Name of Non-profit Organization Knights of Columbus Council 1930		Date(s) of Activity 5/23/19	For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Duane Zwinger		Title Chairman	Business Phone Number 701-650-9697	
Business Address 3790 25th Street S. #15		City Fargo	State ND	Zip Code 58104
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted Sts. Anne + Joachim Church		Site Address 5202 25th Street S		
City Fargo		State ND	Zip Code 58104	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
Calendar (Raffle)	Cash	\$2200			
Total:					(Limit \$12,000 per year) \$2200

Intended uses of gaming proceeds: **Newman Center @ MDSU**

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 Duane Zwinger	Date 11/13/18	Title Chairperson	Business Phone Number 701-650-9697
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

2500
✓ 2127
11-15-18

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

Name of Non-profit Organization Cancer Benefit for Travis Anderson		Date(s) of Activity 11/26/18 to 12/2/18 12/2/2018	For a raffle, provide drawing date(s): 12/2/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Maureen Bartlett		Title Committee Member	Business Phone Number 701-388-7738	
Business Address 825 26th Ave E		City West Fargo	State ND	Zip Code 58078
Mailing Address (if different) 702 19th Ave S		City Fargo	State ND	Zip Code 58103
Name of Site Where Game(s) will be Conducted Shotgun Sully's		Site Address 1515 42nd St S (11am-2pm)		
City Fargo		State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Autographed Carson Wentz Game Jersey	\$ 750
Raffle Board	Autographed Mike Trout Bat	\$ 1,000
Raffle	Autographed Adam Thielen Jersey	\$ 750
Raffle	Delta by Marriott Hotel Suite	\$ 200
Raffle	Michal Zimmerman Art Piece	\$ 375
Raffle	Split the Pot (50/50)	\$ 4,000

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit \$12,000 per year)
\$ 7,075

Intended uses of gaming proceeds: defray medical costs for Travis Anderson and his family.

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>Maureen Bartlett</i>	Date 11/15/18	Title Committee Member / Raffle Coordinator	Business Phone Number 701-388-7738
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NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo, Auditors Office - Gaming
 200 N 3rd Street, Fargo, ND 58102
 Phone: 701-241-1304
 Rev. 07-2015

11/15/18
 ✓ ~~250~~ 1054
 2500

Name of Student Organization NDSU Judging Club		Date(s) of Activity March to February 20 2019	
Person Responsible for the Gaming Operation Shene Gredde		Time of Event 5:00 , <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Street Address of Student Organization NDSU Dept 7630 PO Box 6050		City Fargo	State ND
Name of Site Where Game(s) will be Conducted Sheppard Arena		Street Address 1350 Albrecht Blvd	
City Fargo	State ND	Zip Code 58105	County Cass

Check the Game Types to be Conducted: Bingo Raffle Boards Raffle Calendar Raffle Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Gift Heater or Cash	\$ 500			\$

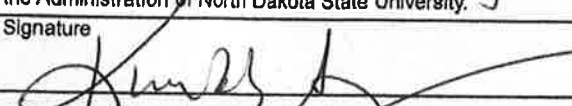
(Limit \$12,000 per year)
\$ 500.-

Intended uses of gaming proceeds: For use in travelling to competitive judging contests

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.

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union.

I acknowledge that the NDSU Judging Club Dairy Livestock and meat student organization is registered by the Administration of North Dakota State University.

Signature 	Title Assist. Director	Date 11/15/18	Business Phone Number 701-231-8242
---	----------------------------------	-------------------------	--

The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NDSU.

Signature of Contact Person Shene Gredde	Title President	Date 11/15/18	Business Phone Number 701-315-0537
--	---------------------------	-------------------------	--

NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo, Auditors Office - Gaming
 200 N 3rd Street, Fargo, ND 58102
 Phone: 701-241-1304
 Rev. 07-2015

1546 12th St N 58102

11/15/18
 ✓ 1056
 25.00

Name of Student Organization NDSU Judging Club		Date(s) of Activity th to th April 8 to 12	
Person Responsible for the Gaming Operation Shene Gudd		Time of Event 12:00 <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Street Address of Student Organization 1546 12th St N NDSU Dept 7630 PO Box 6050		City Fargo	State ND
Name of Site Where Game(s) will be Conducted Sheppard Arena		Street Address 1350 Albrecht Blvd Fargo ND 58105	
City Fargo	State ND	Zip Code 58105	County Cass

Check the Game Types to be Conducted: Bingo Raffle Boards Raffle Calendar Raffle Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Calendar raffle	cash	\$ 50			\$
"	cash	200			
"	cash	50			
"	cash	500			
cash	cash	50			
"	cash	200			
cash	cash	50			

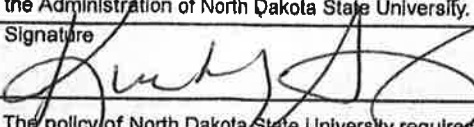
(Limit \$12,000 per year)
\$ 1000.

Intended uses of gaming proceeds: For use in travelling to competitive judging contest

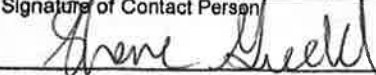
Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes
 If "Yes," indicate the total value of all prizes previously awarded: \$ 500.00. This amount is part of the total prize limit of \$12,000 per year.

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union.

I acknowledge that the NDSU Judging Club Dairy Livestock and meats student organization is registered by the Administration of North Dakota State University.

Signature 	Title Assoc. Director	Date 11/15/18	Business Phone Number 701-231-8242
---	---------------------------------	-------------------------	--

The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NDSU.

Signature of Contact Person 	Title President	Date 11/15/18	Business Phone Number 701 315 0537
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①

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH OCTOBER 30, 2018
(UNAUDITED)**

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 28,699,057	\$ 28,025,974	\$ (673,083)
Licenses & Permits	3,802,450	3,897,095	94,645
Fines & Traffic Tickets	1,650,400	1,521,130	(129,270)
Intergovernmental Revenue	17,823,861	19,030,831	1,206,970
Charges for Services	13,889,263	13,554,999	(334,264)
Interest	2,570,150	3,827,883	1,257,733
Miscellaneous Revenue	811,310	740,160	(71,150)
Transfers In	13,119,655	12,271,391	(848,264)
Total Revenues	\$ 82,366,146	\$ 82,869,463	\$ 503,317
EXPENDITURES:			
City Administrator	\$ 5,193,338	\$ 5,214,935	\$ (21,597)
Finance	6,166,329	6,060,378	105,951
Planning & Development	3,104,430	2,872,170	232,260
Transit	6,382,063	6,126,256	255,807
Public Works	13,096,629	12,898,397	198,232
Fire Department	10,776,903	10,553,145	223,758
Police	16,468,615	16,118,848	349,767
Health	8,993,910	9,053,490	(59,580)
Library	3,594,447	3,730,544	(136,097)
Commission	523,532	506,490	17,042
Civic Center	395,037	364,230	30,807
Social Services	358,400	348,809	9,591
Capital Outlay	797,310	674,902	122,408
Vehicle Replacement/IT	997,231	648,972	348,259
Contingency	78,033	3,647	74,386
Transfers Out	5,830,504	5,593,236	237,268
Total Expenditures	\$ 82,756,711	\$ 80,768,449	\$ 1,988,262
Excess of Revenue Over (Under) Expenditures	\$ (390,565)	\$ 2,101,014	\$ 2,491,579



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

8

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH

DATE: NOVEMBER 15, 2018

RE: CHILD CARE CENTERS - ARTICLE 13-11

Staff at Fargo Cass Public Health request Article 13-11, associated with Child Care Centers, be directed to the City of Fargo Attorney for review and revisions.

If you have any questions, please contact me at 241-1388.

Suggested Motion: Move to direct Article 13-11, Child Care Centers, to the City Attorney for review and revisions.

GL/la
Enclosure



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

9

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 15, 2018

RE0: AGREEMENT FOR SERVICES WITH AE2S
COMMUNICATIONS FOR BREASTFEEDING MARKETING
FOR \$4,000
RFP: 17362

The attached Contract Agreement with AE2S Communications is to provide marketing and communication for the breastfeeding initiatives.

No budget adjustment is required for this contract.

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

DF/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 8th day of November 2018, by and between Fargo Cass Public Health ("FCPH"); and AE2S Communications.

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of November 8, 2018 through September 30, 2019.
- B. Statement of Work:** A comprehensive marketing and communications campaign will be developed and implemented to promote local concession stand initiatives. Promotion of breastfeeding campaign initiatives are ongoing.
- C. Reimbursement:** The contracting company, AE2S Communications, shall be reimbursed on an hourly basis according to the Hourly Fee Schedule (attached) and submit an invoice with reimbursement not to exceed \$4,000.
- D. Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

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

In Witness thereof, this contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONSULTANT

By Desi Fleming
Desi Fleming, Director of Public Health

By Andrea Boe
Andrea Boe, AE2S Communications

Date 11-15-18

Date 11-15-18

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

Date _____

10

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: City Centre Lofts between 3rd & 4th Ave Type: City Centre Lofts Developer and Road Use Agreement

Date of Hearing: 11/13/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/19/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding the City Centre Lofts Developer and Road Use Agreement for the City Centre Lofts complex. The project has an expected duration approximately 9 months with ROW use until March 2019.

This is for use of right-of-way on 4th Avenue and 2nd Street North.

Subject to attorney review of both developer agreements to make sure there is sufficient insurance.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of the Developer and Road Use Agreement with 404 Place, LLC, Kevin J. Hall.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Developer and Road Use Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Developer meets City policy for payment of delinquent specials Agreement for payment of specials required of developer Letter of Credit required (per policy approved 5-28-13)


Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	Ryan Erickson
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

 on behalf of
 Brenda E. Derrig, P.E.
 City Engineer

Developer and Road Use Agreement

This Agreement, made and entered into between 404 Place, LLC, a North Dakota limited liability company (“Developer”) and the City of Fargo, a municipal corporation (“City”), is for the purpose of providing access to Developer’s property located in Fargo, North Dakota (the “Development Property”), described below. For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, specifically:

That part of Lot 3, Block 2, North Dakota R1 Urban Renewal Addition, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Northwest Corner of said Lot 3; thence North 87°04'06” East (assumed bearing), along the northerly line of said Lot 3, for a distance of 118.85 feet to the True Point of Beginning; thence South 02°57'06” East for a distance of 300.05 feet to a point of intersection with the southerly line of said Lot 3; thence North 87°04'06” East, along the southerly line of said Lot 3, for a distance of 212.05 feet to the Southwest Corner of a tract of land described in the Warranty Deed recorded as Document No. 1462525, on file at the Cass County Recorder's Office; thence North 02°49'24” West, along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 154.07 feet; thence northeasterly, along a tangential curve to the right, radius 540.50 feet, and along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 147.86 feet, central angle 15°40'25”, chord bearing North 05°00'48” East, to a point of intersection with the northerly line of said Lot 3; thence South 87°04'06” West, along the northerly line of said Lot 3, for a distance of 232.82 feet to the True Point of Beginning.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

2. Developer shall be permitted to use the public right of way in such a manner as described in attached Exhibit A, as modified from time to time by written agreement of the parties hereto. Specifically, Developer shall be permitted to exercise control over the city right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein.
3. Developer shall be allowed to close the pedestrian travel path as shown on Exhibit A.
4. Modification of 3rd Avenue North shall be permitted as shown in Exhibit A. Modifications shall require at least 5 days' notice and approval. Developer shall provide City Engineering a traffic control plan in advance of closure. Developer shall amend or modify the traffic control plan as directed by City Engineering. 14' driving lanes must be maintained at all times.
5. Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility providers, and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.
6. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard use until February 28, 2019. 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.
7. Developer 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 Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition, including striping.
8. Developer shall be responsible for providing appropriate internal site lighting in order to deter entrants, and is further responsible for the general cleanliness and appearance of the site. Developer is solely responsible for site security, and is responsible for securing the site at all times.
9. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the work space to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Developer agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to

contact the Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.

10. Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the street lights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Developer will, during any use of City public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.
11. Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
12. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure which may be impacted by this Agreement. Developer shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.
13. Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer of City.
14. At its discretion, the City may terminate this agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Developer thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Developer's use of the public right of way and direct Developer to restore the right of way to the City's control.
15. Notices required by this Agreement shall be given as follows:

As to the Developer:

404 Place, LLC
Kevin J. Hall
kevinh@teamfmi.com
P.O. Box 1029
Fargo, ND 58102-1029

As to the City:

City Engineer
feng@fargond.gov

16. Developer agrees that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by the City. Project costs which may be assessed against the Development Property include all costs of completing the work required in accordance with the terms of this agreement.
17. Developer 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 by reason of the use of the public right of way. Developer agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
18. 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.
19. 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.
20. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
21. 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.

22. 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.
23. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
24. It is specifically agreed between the parties that this Developer Agreement may be recorded.
25. The City and Developer wish to work together to provide an acceptable finished product. Developer shall provide a deposit in the amount of \$3,000 to cover any and all expenses that may be incurred by City as a result of Developer's work in the right of way. These funds will be used by City for items such as street lighting, snow removal, and debris cleanup in the construction impact area within the right of way that are not timely remedied by Developer, or the finished product is unsatisfactory.

When a corrective measure is required by the City, City will notify Developer by phone and email. Generally, City will request Developer remedy the identified deficiency within 3 days, or less in the event of an emergency. However, in the event the finished product is unacceptable, City and Developer agree to negotiate an appropriate time frame to remedy the identified deficiency. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$1,000, Developer shall replenish the deposit to \$3,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Developer.

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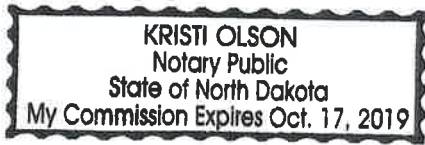
404 Place, LLC

Dated: 11/15/18

Kevin J. Hall
Kevin J. Hall, President

STATE OF ND)
) ss.
COUNTY OF Cass)

On this 15 day of November, 2018, before me, a notary public in and for said county and state, personally appeared Kevin J. Hall, President of 404 Place, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Kristi Olson
Notary Public
_____ County, _____
My Commission expires:

(SEAL)

City of Fargo, a North Dakota municipal corporation

Dated: _____

Timothy J Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

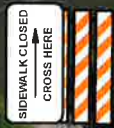
The legal description was prepared by:
Houston Engineering, Inc
1401 21st Ave N.
Fargo, ND 58102

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com

EXHIBIT A



Place Sidewalk Closed Cross Here Barricade on the NW Corner of 1st Ave and 2nd St. N for Northbound Pedestrian Traffic.



Close off Bike Lane with Delineator Drums.



4th St N

5th Ave N

Pedestrian Traffic Flow

4th Ave N

3rd Ave N

Date: 10/30/18 Author: Jonathan Grimes Project: 4th Ave and 2nd St N Bike Lane Closure
 Comments: This traffic control plan is based on MUTCD suggested layouts, and was not designed by an engineer, or governing authority.



Downtown Fargo Bike Path
 Northwing Strip Pedestrian Bike



11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-17-C1 Type: Negative Final Balancing Change Order #2

Location: Citywide Date of Hearing: 11/13/2018

Routing	Date
City Commission	11/19/2018
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, for Negative Final Balancing Change Order #2 in the amount of \$-4,880.27, bringing the total contract amount to \$158,419.73.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of \$-4,880.27 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Replacement Fund (501)

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

COMMITTEE

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

ATTEST:

B. E. D.

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Manager
Date: November 6, 2018
Re: Project UR-17-C1 – Final Balancing Change Order #2

Project UR-17-C1 consists of lowering the water service lines within the City of Fargo right-of-way to a minimum of 7.5' below finished road grade to decrease the potential for freezing water service lines within City property.

Attached is the final balancing change order in the amount of \$-4,880.27 for Project No. UR-17-C1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 141,505.00
Changer Order #1:	\$ 21,795.00
FBCO Amount:	<u>\$ -4,880.27</u>
Total Contract:	\$ 158,419.73

This project is funded 100% through the Water Main Replacement Fund (Fund 501).

Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of \$-4,880.27 to Dirt Dynamics.

SEO/klo
Attachment
C: Tom Knakmuhs



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No: UR-17-C1 Change Order No: 2
 Project Name: Water Service Lowering & Incidentals
 Date Entered: 10/22/2018 For: Dirt Dynamics

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:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)	
Water Service Lowering	2	Rem & Repl Pavement 8" Thick Reinf Conc	SY	244.00	30.00	274.00	21.08	295.08	185.00	3,899.80	
	3	Rem & Repl Curb & Gutter	LF	116.00	40.00	156.00	-35.80	120.20	50.00	-1,790.00	
	4	Rem & Repl Driveway 6" Thick Reinf Conc	SY	85.00	23.00	108.00	-38.95	69.05	85.00	-3,310.75	
	5	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	10.00	110.00	-73.72	36.28	66.00	-4,865.52	
	6	Bore Pipe 1" Dia Copper	LF	552.00	80.00	632.00	-42.80	589.20	45.00	-1,926.00	
	9	Sodding	SY	170.00	71.00	241.00	53.74	294.74	30.00	1,612.20	
	10	Inlet Protection - Existing Inlet	EA	15.00	2.00	17.00	10.00	27.00	150.00	1,500.00	
	Water Service Lowering Sub Total (\$)										-4,880.27

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

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



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description	Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
	07/27/2018		0.00	0.00	07/27/2018	
APPROVED						
For Contractor	<i>Wol</i>					
Title	<i>estimator</i>					
APPROVED DATE						
Department Head	<i>[Signature]</i>					
Mayor					<i>11/15/18</i>	
Attest						

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TP-16-A1

Type: Final Balancing Change Order #1

Location: Citywide

Date of Hearing: 11/13/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/19/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, for Final Balancing Change Order #1 in the amount of \$0.00, the total contract amount remaining at \$46,144.00.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Final Balancing Change Order #1 in the amount of \$0.00 to American Logistics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)


Yes	No
<u> </u>	<u>N/A</u>
<u> </u>	<u>N/A</u>
<u> </u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Bruce Grubb, City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Kent Costin, Finance Director

Present	Yes	No	Unanimous
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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"/>	
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



CITY OF FARGO
FORESTRY/ENG DEPARTMENT
CHANGE ORDER REPORT

Project No TP-16-A1 Change Order No 1
 Project Name Tree Planting & Incidentals
 Date Entered 11/9/2018 For American Logistics

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:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 1 (\$)									0.00	
Previous Change Orders (\$)									46,144.00	
Original Contract Amount (\$)									46,144.00	
Total Contract Amount (\$)									46,144.00	

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2016		0.00	0.00	10/15/2016	

Description

APPROVED

APPROVED DATE

For Contractor

American Logistics: Contracty
 Title: President

Department Head

Mayor
 11/15/18

Attest

(13)

MEMORANDUM

DATE: November 14, 2018

TO: Board of City Commissioners

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

RE: Storefront Rehab – 16 8th Street South

The property at 16 8th Street South is being considered for CDBG Storefront Rehab funding. The intent of Fargo's Storefront Rehab/Downtown Project program is to renovate deteriorated properties and eliminate blighted conditions in the downtown area. Interested property owners may apply for a 50% matching grant of the total project cost, up to \$15,000 per façade, which can be used for the rehabilitation of building exteriors; demolition of blighted properties; or other exterior above-grade improvements.

16 8th Street South

16 8th Street South was built in 1912. The proposed use of federal funding is for façade renovation. Over time, the building has experienced deterioration. The eligible components of the storefront renovation include:

- Removal of 1960s-era glass encasements; faux rock façade; and signage
- Restoration of northern most door to the original location
- Installation of new glass that spans the full height from "knee wall" to I-beam
- Installation of black/antique, non-anodized bronze frames with clear glass throughout

The Community Development Committee and Historic Preservation Commission have reviewed the application on October 16, 2018 and recommended approval unanimously. The amount requested is \$14,924 of the total \$29,847 for the façade renovation. The recommendation is to approve \$14,924 in matching grant funds. The application is attached.

Recommended Action: Approve the Community Development Block Grant Storefront Rehab at 16 8th Street South.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

PRIMARY CONTACT INFORMATION FOR THIS APPLICATION			
Name	Joel & Christine Jaeger / 16 8 th Street South LLC (owned by Harvest Capital LLC)		
Address	PO Box 1285 Fargo, ND 58107		
Phone	651.323.7757	Fax	
E-mail	joel@jaegerfarms.com		
Property Address	16 8 th Street South Fargo, ND 58103		
Applicant Name & DUNS number	Harvest Capital LLC <small>(name of person/entity to receive grant)</small>	025084201 <small>(Enter DUNS number here)</small>	
Architect/Firm	<small>(all applicants <u>must</u> use an architect for project design)</small>		
Property Owner	Harvest Capital LLC (owner of 16 8 th Street South LLC)		
Mailing Address	PO Box 1285 Fargo, ND 58107		

Description of Property			
<input checked="" type="checkbox"/> Current Commercial Tenants			
Business Name	Business Owner	Address	Current sq. ft. occupied
Moler Barber College	Mary Cannon	16 8 th Street S	2,500+/-
<input type="checkbox"/> Current Residential Tenants			
		# occupied	# vacant
Tenant Name	Unit #	Mailing Address	



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

Building History (if available)

Originally constructed in 1912, the subject property has long been a fixture of Historic 8th Street South—perhaps the oldest street in Fargo. The property was originally built for the Northwestern Telephone Exchange Company and was commonly referred to as the Dakota Building.

The property was once home to Kayes Modern duplicating—a participant in Fargo’s early printing industry. Since 1965 it has been home to the Moler Barber College. (Parenthetically, the Moler Barber College is the longest operating Barber College in North Dakota and will celebrate its 95th anniversary this year having originally opened around the corner on Main Avenue in 1923.)

Notable and ornate masonry adorns the façade facing 8th Street. The property is, and for a hundred plus years has been, a focal point as you enter downtown from the beautiful Hawthorne neighborhood to the south.

Total Cost of façade renovation \$29,847	Amount of CDBG Funding Requested \$14,923.50
Is the exterior renovation part of a larger project?	
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No, the exterior rehab is the only work I am doing
If yes, please describe comprehensive project.	
<p>*While not part of this project, we have previously renovated the four apartments that make up the second and third stories of the property (in addition to several other commercial and retail spaces on the block).</p>	



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

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

Masonry structure that at some point had 1960s era “show case” style window cabinets installed in addition to a faux rock veneer half wall on both sides of the entrance.

In addition, a large and dated sign presently covers the original metal I-beam and upper tier of storefront windows.

All these items are a significant (and we feel negative) aesthetic change from the original / historic appearance of the property

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

In short, we plan to restore the look of the storefront to its original luster.

Remove 1960s era glass encasements. Remove faux rock façade. Remove signage to reveal original architecture.

Restore northern most door to the original location and install new glass as shown in Attachment 2 such that glass spans the full height from “knee wall” to I-beam.

We would install black/antique bronze frames. Non-anodized. Clear glass throughout.

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

Project will return the property to a state similar to its historical appearance.



STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

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How will your project complement downtown redevelopment efforts?

Project will restore property to an aesthetic that compliments the overall renaissance of Downtown while retaining the boutique look and feel of the block. In so doing, the project will make a significant improvement to the appearance of an important entry point into Downtown while creating an environment that will add to the overall walkability of the area and mix of businesses in the downtown area.

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

STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

ATTACHMENT 1: PHOTOS

1954 Picture Believe to be Original:



Present:

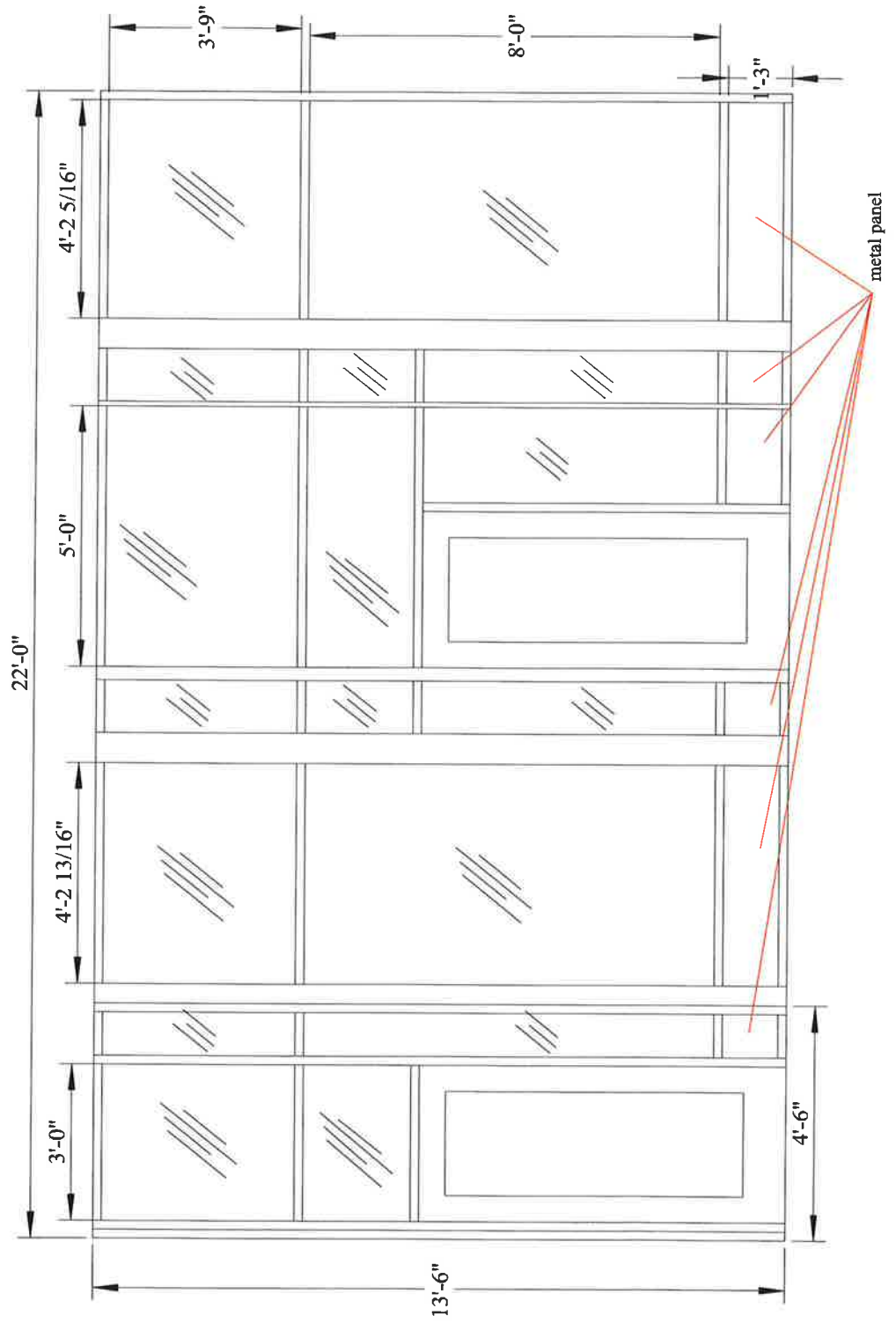
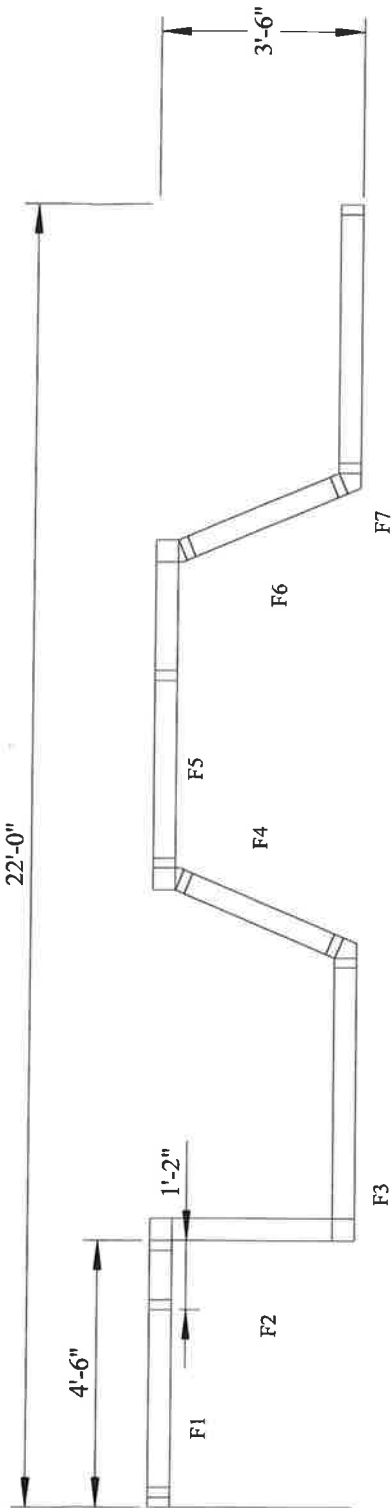


STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION

ATTACHMENT 2 – DRAWINGS PRE AND POST

Conceptually, the below illustration will provide non-technical perspective.







STOREFRONT REHAB & DOWNTOWN PROJECT APPLICATION



1418 5th Ave NE, West Fargo ND, 58078
701-353-2735 * Dave@davtechwindows.com

Name Joel Jaeger	Phone	Date 10/3/2018
Address	Job Name 16 8th St So.	
City, state, zip Fargo, ND	Location Fargo	

We propose to furnish and install:

Remove Moeler Signage	\$ 3,600.00
Remove Existing Storefront, knee walls (Allowance includes 48 hours labor and dump fees)	incl
Prep concrete for new storefront (if needed)	Cost plus
Aluminum Windows, Doors, Hardware, Installation	\$ 26,247.00

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MICHAEL REDLINGER, ASSISTANT CITY ADMINISTRATOR

DATE: NOVEMBER 15, 2018

**RE: APPROVAL OF SOLE SOURCE CONTRACT, BISHOP LAND DESIGN, LLC
FOR CIVIC PLAZA PROGRAMMING**

Attached, please find a proposal from Bishop Land Design to perform programming services for the civic plaza block. This work will include additional analysis of the surrounding City properties. The Finance Committee approved this sole source request on October 22, 2018 based on the previous work Scott Bishop performed on the Downtown InFocus plan.

Recommended Motion: Approve the BLD LLC services agreement in the amount of \$150,000.



October 19, 2018

Bruce Grubb

City Administrator
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102
bgrubb@fargond.gov
701.241.1310

cc: Nicole Crutchfield
Director of Planning | Planning and Development Center
ncrutchfield@fargond.gov

Project: FARGO CIVIC PLAZA | Analysis, Contextual Planning and Site Programming
BLD Project #: BLD_FAR_03 Fargo Civic Plaza

Dear Bruce:

It was great to get back to Fargo again a few weeks ago to start untangling the complexities inherent to the Civic Plaza site. We have done our best to capture our discussion and put together a scope of work that will help us reach the goal of creating a world-class civic space in the heart of Fargo. We are extremely pleased to submit this proposal for Professional Services for the Fargo Civic Plaza Analysis, Contextual Planning and Site Programming. This agreement is by and between Bishop Land Design, LLC, referred hereafter as BLD, and The City of Fargo, referred hereafter as the Client. Enclosed, please find the proposed project approach, process, schedule, deliverables and fee.

P R O J E C T A P P R O A C H

We embrace this project as an exceptional opportunity to celebrate Civic Plaza as an invaluable resource for the City of Fargo by creating a space where the city can come together and celebrate, which will contribute to a vibrant and engaging downtown environment and foster the City's connectivity to the river. We look forward to an exciting project which will require a bold, innovative and integrated vision that successfully blends the diverse interests of a variety of stakeholders which we assume will include Fargo Parks, the Performing Arts Center Task Force, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as adjacent neighborhoods and the broader downtown community.

Our project approach will build upon the Downtown InFocus comprehensive plan from January 2018, as well as expand on the insights gained from the Temporary Site Plan for the Civic Plaza area, Block 9 development plans, and EPA assessments for the Mid America Steel site, among others, and will closely coordinate this effort with the concurrent design studies for the Performing Arts Center.



We understand that flexibility and adaptability - spatially and over time - are at the core of any sensitive and resilient design strategy for a public open space: a holistic vision for Fargo Civic Plaza needs to take a multi-layered approach to add value to the urban and social fabric, but also incorporate infrastructural and ecological improvements. BLD will identify the unique challenges and opportunities of the site and its context, taking into consideration pertinent concurrent and future planning developments in its immediate surroundings and the larger context of the city. Based on a thorough analysis, we will devise comprehensive Contextual Planning and Site Programming strategies that will integrate and feature stormwater management as an inherent asset to the site, and will allow us to develop an innovative Landscape Master Plan in the next phase of the project.

SCOPE OF SERVICES

- A.** BLD, shall provide Professional Services for the **FARGO CIVIC PLAZA** project, the extent of which is indicated on the attached diagrams, Diagram 1: "Site + Context," and Diagram 2: "Project Phasing," and Diagram 3 "Stormwater Management and Feature."

The Scope of Services shall include:

1. Community Engagement
 2. Contextual Site Planning
 3. Site Logistic and Project Phasing Consulting
 4. Ecological Planning
- B.** BLD shall retain and direct the services of the following consultants to support its work on the Project:
1. Planning Support - Interface Studio
- C.** BLD will utilize and direct the services of registered professional consultants under separate contracts to the Client for:
1. Architecture.
 2. Structural engineering.
 3. Lighting design.
 4. Engineering of site lighting circuitry.
 5. Structure, re-circulation systems and lighting of ornamental pools and fountains.
 6. Civil engineering, including vehicular pavements, service drivers, curbing and gutters.
 7. Traffic and transportation engineering.
 8. Waterfront engineering.
 9. Hydrologic engineering.
 10. Geotechnical engineering.
 11. Mechanical and/or plumbing engineering.
 12. Soil science, including lightweight and structural soils specifications.
 13. Irrigation design and engineering.
 14. Environmental engineering.
 15. Cost estimating.
 16. LEED coordination and certification.



- D. The contribution of BLD to the project shall be limited to areas of design and aesthetics, and BLD does not assume professional disciplinary responsibility for the work of others in the production of construction documents and the sufficiency thereof necessary to the execution of the work. BLD will be responsible for the coordination of the work and documents of its subconsultants.

- E. Design of Scope Items shall not include structural provisions for support of items in the structure of any building and or auxiliary structures; penetrations of the structure of the building for structural, mechanical or electrical connections; actual connection to the structural, mechanical and electrical systems of the building; or for waterproofing of the structure or of penetrations of the structure.

PROCEDURE

PROJECT SITE AND DEVELOPMENT PHASES

The Fargo Civic Plaza project site is framed by 2nd and 4th Street, and 1st and 3rd Avenue as shown in the attached Diagram 1: "Site + Context." The site currently contains three civic buildings, Fargo's City Hall, Public Library and Civic Center.

BLD projects that the Fargo Civic Plaza project will be divided into three main development areas or phases, as shown on Diagram 2: "Project Phasing," and assumes the (2) following phasing scenarios: in phasing scenario 1, areas A, B and C will be developed separately, in phasing scenario 2, areas A and B will be developed simultaneously, followed by area C. In both scenarios, the placement of the Sodbuster Sculpture will be included in the first phase of the project development within area A. We recommend that, given the tight timeframe for site development, BLD proceeds into conceptual and schematic design, and subsequent design phases immediately after this phase of work is completed in order to set the stage for Sodbuster and to resolve other issues related to site circulation.

BLD assumes that the construction cost for Fargo Civic Plaza will be approximately \$10,000,000 to \$15,000,000 (10 to 15 million dollars). This cost projection is for the project area shown in Diagram 1: "Site + Context" only, and does not include any costs related to bridge(s) between the site and Red River although we will help to establish the bridge programming in the second and 3- phase of work in collaboration with the City's consultant. In addition, we will anticipate collaborating in the concept design of the bridge(s) in subsequent phases that are not currently included in this scope of work.

PROJECT PROCESS AND PHASING

In order to conduct a thorough analysis and create Contextual Planning and Site Programming Studies for Fargo's Civic Plaza, BLD proposes a three-phase work schedule extending over a period of approximately five (5) months. BLD assumes that the transition between project phases is flexible, however, this will not impact the overall length of duration for the project. This schedule will allow for a deliberate and interactive planning process and will engage the City of Fargo, Fargo Parks, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as adjacent neighborhoods and the downtown community in the development of the project, and will in particular entail close collaboration with the Performing Arts Center Task Force to coordinate this project with their concurrent design studies.

The planning schedule assumes monthly work sessions of two (2) to three (3) days in duration, as well as in-house team charrettes between these sessions. Work sessions and meetings with the project team will take place in Fargo and will



involve the Client, as well as pertinent stakeholder groups and the public at large. Participation of stakeholder groups and community outreach will be determined by the Client in conjunction with the consultant team for each individual meeting.

A. PHASE 1 :: ANALYSIS AND ENGAGEMENT

6 - 7 Weeks

Phase 1 will begin with a kick-off meeting with the City of Fargo and - upon the Client group's discretion - interviews with all pertinent stakeholders including, but not limited to, the Performing Arts Center Task Force, Fargo Parks, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as representatives from adjacent neighborhoods and the broader downtown community. These meetings and interviews will also serve as an introduction of the design and consultant team to the Client and the individual stakeholder groups. BLD will use these meetings to confirm the City's goals and objectives, get an understanding of the stakeholder groups' interests and priorities, discuss potential roles and responsibilities, and confirm both interim and final project schedules.

BLD believes in forming partnerships with clients, and that project goals are best achieved through engagement and open dialogue both within the design team and with the Client. Phase 1 will therefore focus on outreach and connectivity between the project team, client team, pertinent stakeholders and potential partners. A thorough exploration and compilation of Client goals and stakeholder interests will ensure that all pertinent groups are engaged in the planning process from the onset of the project.

Analysis, synthesis, and the sharing and dissemination of our findings in Phase 1 will help to evaluate and describe the interplay and relationships between diverse interests and agendas, positively informing the ensuing phases of the project, and help to define the goals for the project as it moves forward.

Services in Phase 1 will include:

- (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
 - 1 meeting (2 design team members per trip: 2 BLD representatives)
 - 1 meeting (2 design team members per trip: 2 BLD representatives)
- online or phone coordination meetings as necessary

Deliverables in Phase 1 will include:

- PDF documentation of all presentations
- working analysis report and presentation

B. PHASE 2 :: CONTEXTUAL PLANNING

6 - 7 Weeks

Upon entering Phase 2, BLD and the consultant groups shall submit a formal data request for information on existing conditions to be analyzed over the course of this phase. This initial data request shall be as exhaustive as possible, but additional requests may be made during this phase of the project.

Phase 2 will entail a comprehensive and thorough evaluation of existing conditions, allowing the team to become familiar with the site's history and context. BLD and its consultants will review and analyze all available information to determine the site's constraints, vulnerabilities and opportunities. The team will investigate the site's context, existing land uses, urban infrastructure, ecological characteristics, among others, and evaluate its relationship and connectivity to both city and river.

This evaluation will include concurrent or proposed developments, or anticipated improvements to three sites adjacent to the Civic Plaza, the Police Station, Social Services building and the parking lot on First Ave between Third and Second Street, as well as contextually related sites such as Block 9 Plaza, and the Mid America Steel site as part of a process-driven, analytical contextual plan. The contextual analysis will also evaluate streets and streetscapes that are adjacent to the sites or connect them to critical nodes and focus areas in downtown Fargo or other important development areas, as essential part and aspect of the contextual planning (see also Diagram 1: Site + Context).

The site analysis will form the foundation for the consultant team and Client's understanding of the site's potential and inform the development of integrated contextual planning ideas toward the project's goals and objectives.

BLD will compile and draw on existing mapping information provided by the Client, complemented by public records and maps, such as FEMA, FIRM and zoning maps, delineation of resource and Natural Heritage areas etc., and other previously generated and available information, as well as build on concurrent and proposed planning efforts such as the Fargo InFocus comprehensive plan, the Temporary Site Plan for the Civic Plaza area, the Feasibility Analysis Performing Arts Center, Block 9 development plans, and EPA assessments for the Mid America Steel site, among others, as well as visual assessments from team visits to the site.

BLD will also examine any potential regulatory policies that might be triggered through the development of the site, e.g. stormwater standards and groundwater protection regulations, among others.

At the end of Phase 2, BLD will synthesize the information and integrate the team's findings into a comprehensive report, including illustrative material and analytical writing, that will help the City of Fargo and BLD assess the site's challenges and opportunities, and guide and inform the conversation for the following project phases.

Services in Phase 2 will include:

- (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
 - 1 meeting (3 design team members per trip: 2 BLD representatives and 1 Interface Studio representative)
 - 1 meeting (2 design team members per trip: 2 BLD representatives)
- online or phone coordination meetings as necessary

Deliverables in Phase 2 will include:

- PDF documentation of all presentations
- diagrams of site conditions, challenges and opportunities
- updated analysis report and presentation

Scale of site plans, illustrative site plans, and site sections shall be determined with the Client.

C. PHASE 3 :: PROGRAMMING ANALYSIS

6 - 7 Weeks

In Phase 3, BLD will build on the findings in Phase 1 :: Analysis and Engagement and Phase 2 :: Contextual Analysis, and use the information gathered to engage Client, stakeholders, the public at large, as well as potential private partners in a more comprehensive and detailed discussion and dialogue on the programming desires and expectations for Fargo Civic Plaza.

Using the illustrative material and the comprehensive report generated for Phase 2, as well as a synthesis of the insights gained through Phase 1, the consultant team will - in collaboration with the Client – conduct a series of stakeholder interviews and work sessions to gather more detailed information regarding the programming aspirations and objectives for Fargo Civic Plaza from the individual groups. This will include discussions and assessments of program needs and feasibility, their physical limitations and potential other design restrictions, among others.

The goal of Phase 3 is to gather informative and descriptive problems, issues, needs, ideas, and other documentation from the Client and stakeholder groups, but also to include frequent users, neighbors, or other key players in the programming discussion for Fargo Civic Plaza.

BLD will reach out to the community at large during a public engagement session similar to those held during the Fargo In-Focus Downtown planning process. We will utilize similar techniques such as games, interactive graphic tools and informal discussions in a festive atmosphere with the goal of integrating the public into the development process which we believe will create a sense of inclusion amongst community. This process will also include soliciting feedback on how prior planning and outreach efforts have informed and been reflected in new work shown.

Engaging with the community, pertinent stakeholder groups, and potential private partners will also help BLD in developing Landscape Master Plan ideas whose parameters can be further defined by ecological productivity, community planning and functionality, while bolstering the Client's relationship with the community throughout the planning process, and in the next phase of the project.

These interviews will be followed by an internal design team review to analyze, interpret, and synthesize Client recommendations, stakeholder input and findings from the community outreach.

Services in Phase 3 will include:

- (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
 - 1 meeting (3 design team members per trip: 3 BLD representatives)
 - 1 meeting (2 design team members per trip: 2 BLD representatives)
- online or phone coordination meetings as necessary
- public engagement on programming
(community meetings, forums and methodologies to be determined with Client)
- private engagement on programming
(stakeholders to be determined with Client)

Deliverables in Phase 3 will include:

- interview materials for public engagement on programming
- interview materials for stakeholder and client programming engagement
- programming feasibility study
- programming spatial parameters study
- programming diagrams
- program synergy diagram
- programming opportunities
- public meeting outreach materials
- PDF documentation of all presentations
- PDF documentation of final (2) Landscape Master Plan concepts
- comprehensive compilation of Client selected material for public outreach



EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. BLD assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should BLD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing and/or engineering and utility base information.
- D. Existing site engineering and utility base information.
- E. Overhead aerial photographs at controlled scale.
- F. Engineering other than that provided with the Scope of Services.
- G. Full arborist report on existing trees by a certified arborist.
- H. Current architectural plans and drawings and regular updates to those drawing files.

It is assumed that document submissions will be handled electronically, and that all printing costs associated with interim, coordination, and final documents sets are not included in this agreement and will be the responsibility of others.

DEVELOPMENT BUDGETS

- A. Upon signing of the Agreement, a proposed development budget for all items of work under the Scope of Services shall be established and approved in writing.
- B. This development budget shall be revised and approved at the completion of Design Development Phase and Construction Documents Phase.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the Design Development drawings and the time of award of a construction contract, cost of modification of drawings and specifications to meet the reduced or expanded project budget shall be considered Extra Services.

FEE

BLD will perform the above Scope of Services for a fixed fee of One Hundred Forty Nine Thousand Nine Hundred and Sixty Five (US\$149,965.00), including expenses, to be billed based on percentage complete and in accordance with the Schedule of Terms and Conditions in Appendix A which is incorporated and made part of this agreement by reference.

The fees below are provided for reference only and are itemized by phase below as follows:

Planning and Design	Fees
1. Phase 1	\$44,670.00
2. Phase 2	\$44,265.00
3. Phase 3	\$41,830.00
Total	\$130,765.00



In addition, we estimate direct expenses in the amount of \$19,200.00. Within the total fee listed above, BLD reserves the right to adjust the budgeting between phases. The fee applies to the approximately five (5) month period identified in the schedule below. Should the project be extended significantly beyond this period, the remaining scope of work and fee may need to be reviewed and adjusted.

ADDITIONAL SERVICES

Should BLD be asked to provide services in addition to the above Scope of Services, these Additional Services will be billed on an hourly basis in accordance with the Schedule of Personnel Billing Rates (see attached Appendix A) or by fee amendment.

AGREED AND ACCEPTED

We will be pleased to answer questions you may have or clarify any of the points listed above. If you agree with this proposal, please sign two copies, initial the Schedule of Terms and Conditions, and return one signed original to BLD, our receipt of which will be notice to proceed.

We look forward to working with you on this exciting project.

Sincerely,

Scott F. Bishop
President and Principal
Bishop Land Design

Date: 10/19/2018

Authorized signature for:
City of Fargo

Date

Printed Name:

Title:



APPENDIX A SCHEDULE OF TERMS AND CONDITIONS

Appended to and made part of the Agreement for Professional Services between Bishop Land Design, LLC and the City of Fargo (*dated 09/26/2018*).

PERSONNEL BILLING RATES

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis following the hourly billing rates listed below (provided in US\$). The hourly rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the client when the team members have been identified.

All rates are current and valid for six months from the date of Agreement for Professional Services but may be increased annually, on January 1, without written notice.

Classifications	Rates
Principals	\$285
Associate Principal Director	\$195
Project Manager Senior Associate	\$135 - \$185
Associate	\$160
Designer	\$95
Project Support Staff Intern	\$75

Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, prints of production work for in office review and mark-up, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this Contract. No receipts for reimbursables under \$25.00 will be submitted.
- B. Costs of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the current Privately-Owned Vehicle Mileage Reimbursement Rate as set by the US General Services Administration.
- C. Long distance telephone charges, fax charges.
- D. Photographic services, film processing.
- E. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- F. Fees for additional special consultants retained with approval of Client.

ADDITIONAL SERVICES

Additional Services include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify their requirements for the project programming, beyond those specifically outlined herein.
2. Master Planning, beyond that specifically outlined herein.
3. Revisions and changes in approved drawings and the preparation of alternates or deductive change orders requested by the Client.
4. Plan preparation for and construction observation of portions of a Project let on segregated bid basis or to be phased during construction.
5. Services with respect to replacement of any work damaged during construction.
6. Services required as a result of the default or insolvency of contractor.
7. Preparation of record drawings or of measured drawings of existing conditions.
8. Providing prolonged contract observation should the construction time be substantially extended through no fault of BLD.
9. Work extending past the duration described in the Agreement to which this appendix is appended.
10. Work compressed into a schedule of shorter duration than described in the Agreement to which this appendix is appended.
11. Additional graphics for marketing or publicity purposes, beyond those described herein and potentially including marketing plans, sections, image boards, bird's-eye views, ground-level perspectives, and physical models.
12. Work associated with contaminated soils. The site is assumed to be clean and free from underground hazards and/or obstructions.
13. Engineering of water features, fountains, and swimming pools.
14. Design and engineering of playgrounds.
15. Additional public meetings or presentations beyond those listed herein.
16. Additional travel / trips beyond those outlined in the Agreement for Professional Services.
17. Cost estimating services, beyond those outlined herein.
18. Reconciled opinions of probable construction costs with opinions of costs provided by other consultants, contractors or construction managers.
19. Services associated with full-scale construction mock-ups.
20. Planted facades and/or planted roofs on buildings.
21. Maintenance manual and/or specifications, beyond those outlined herein.
22. Redesign of any portion of work outlined in this contract based upon claims of Constructability if proven methods of construction are presented to the Client as proof on constructability.
23. Redesign of the any portion of work in this contract to address contractor's requests for substitution or to address deviations from the Contract Documents in construction by the contractor are not part of this contract and shall be billed as an extra service.
24. Services resulting from changes in scope or cost of the project.
25. Redesign to reduce costs where the reason for redesign is excessive cost outside of the control of BLD and The Team.
26. Additional geotechnical engineering or testing beyond those listed herein.



STATEMENT AND PROGRESS PAYMENTS

Fees for Professional Services and Reimbursable Costs shall be billed and paid monthly.

ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Quincy, Massachusetts, USA. A service charge will be applied to all accounts not paid at 1% of invoice amount per month or portion per month (12% per annum).

PROJECT DELAYS

Should the project be delayed or suspended for more than 30 (thirty) days, an additional re-start fee of 10% of the current phase of work will apply.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by BLD pursuant to this agreement are instruments of BLD's professional service, and BLD shall retain ownership according to all applicable laws. BLD grants the Client a license to use instruments of BLD professional service to construct, occupy, and maintain the project. Reuse or modification of such documents by Client, without BLD's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold BLD harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client. In addition, reuse or modification of such documents without BLD's written permission constitute a copyright infringement and may be subject to enforcement of such rights.

CREDIT/ACKNOWLEDGEMENTS

BLD shall be given proper credit and acknowledgement for all services including but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles or promotional brochures.

TERMINATION

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, BLD shall be compensated for all work performed prior to date of termination at the rates set forth above.

SUCCESSORS AND ASSIGNS

It is understood and agreed that this Agreement shall be binding upon Clients and its successors and assigns and upon BLD, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof.

AUTHORIZATION

Should the work proceed without a signed contract, it is assumed that all the terms of this agreement and appendix will be in force.



APPENDIX A SCHEDULE OF TERMS AND CONDITIONS

Appended to and made part of the Agreement for Professional Services between Bishop Land Design, LLC and the City of Fargo (dated 09/26/2018).

PERSONNEL BILLING RATES

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis following the hourly billing rates listed below (provided in US\$). The hourly rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the client when the team members have been identified.

All rates are current and valid for six months from the date of Agreement for Professional Services but may be increased annually, on January 1, without written notice.

Classifications	Rates
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Associate	\$160
Designer	\$100
Project Support Staff Intern	\$75

Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, prints of production work for in office review and mark-up, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this Contract. No receipts for reimbursables under \$25.00 will be submitted.
- B. Costs of business class commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the current Privately-Owned Vehicle Mileage Reimbursement Rate as set by the US General Services Administration.
- C. Long distance telephone charges, fax charges.
- D. Photographic services, film processing.
- E. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- F. Fees for additional special consultants retained with approval of Client.

ADDITIONAL SERVICES

Additional Services include but are not limited to:

1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify their requirements for the project programming, beyond those specifically outlined herein.
2. Master Planning, beyond that specifically outlined herein.
3. Revisions and changes in approved drawings and the preparation of alternates or deductive change orders requested by the Client.
4. Plan preparation for and construction observation of portions of a Project let on segregated bid basis or to be phased during construction.
5. Services with respect to replacement of any work damaged during construction.
6. Services required as a result of the default or insolvency of contractor.
7. Preparation of record drawings or of measured drawings of existing conditions.
8. Providing prolonged contract observation should the construction time be substantially extended through no fault of BLD.
9. Work extending past the duration described in the Agreement to which this appendix is appended.
10. Work compressed into a schedule of shorter duration than described in the Agreement to which this appendix is appended.
11. Additional graphics for marketing or publicity purposes, beyond those described herein and potentially including marketing plans, sections, image boards, bird's-eye views, ground-level perspectives, and physical models.
12. Work associated with contaminated soils. The site is assumed to be clean and free from underground hazards and/or obstructions.
13. Engineering of water features, fountains, and swimming pools.
14. Design and engineering of playgrounds.
15. Additional public meetings or presentations beyond those listed herein.
16. Additional travel / trips beyond those outlined in the Agreement for Professional Services.
17. Cost estimating services, beyond those outlined herein.
18. Reconciled opinions of probable construction costs with opinions of costs provided by other consultants, contractors or construction managers.
19. Services associated with full-scale construction mock-ups.
20. Planted facades and/or planted roofs on buildings.
21. Maintenance manual and/or specifications, beyond those outlined herein.
22. Redesign of any portion of work outlined in this contract based upon claims of Constructability if proven methods of construction are presented to the Client as proof on constructability.
23. Redesign of the any portion of work in this contract to address contractor's requests for substitution or to address deviations from the Contract Documents in construction by the contractor are not part of this contract and shall be billed as an extra service.
24. Services resulting from changes in scope or cost of the project.
25. Redesign to reduce costs where the reason for redesign is excessive cost outside of the control of BLD and The Team.
26. Additional geotechnical engineering or testing beyond those listed herein.



STATEMENT AND PROGRESS PAYMENTS

Fees for Professional Services and Reimbursable Costs shall be billed and paid monthly.

ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Quincy, Massachusetts, USA. A service charge will be applied to all accounts not paid at 1% of invoice amount per month or portion per month (12% per annum).

PROJECT DELAYS

Should the project be delayed or suspended for more than 30 (thirty) days, an additional re-start fee of 10% of the current phase of work will apply.

OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by BLD pursuant to this agreement are instruments of BLD's professional service, and BLD shall retain ownership according to all applicable laws. BLD grants the Client a license to use instruments of BLD professional service to construct, occupy, and maintain the project. Reuse or modification of such documents by Client, without BLD's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold BLD harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client. In addition, reuse or modification of such documents without BLD's written permission constitute a copyright infringement and may be subject to enforcement of such rights.

CREDIT/ACKNOWLEDGEMENTS

BLD shall be given proper credit and acknowledgement for all services including but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles or promotional brochures.

TERMINATION

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, BLD shall be compensated for all work performed prior to date of termination at the rates set forth above.

SUCCESSORS AND ASSIGNS

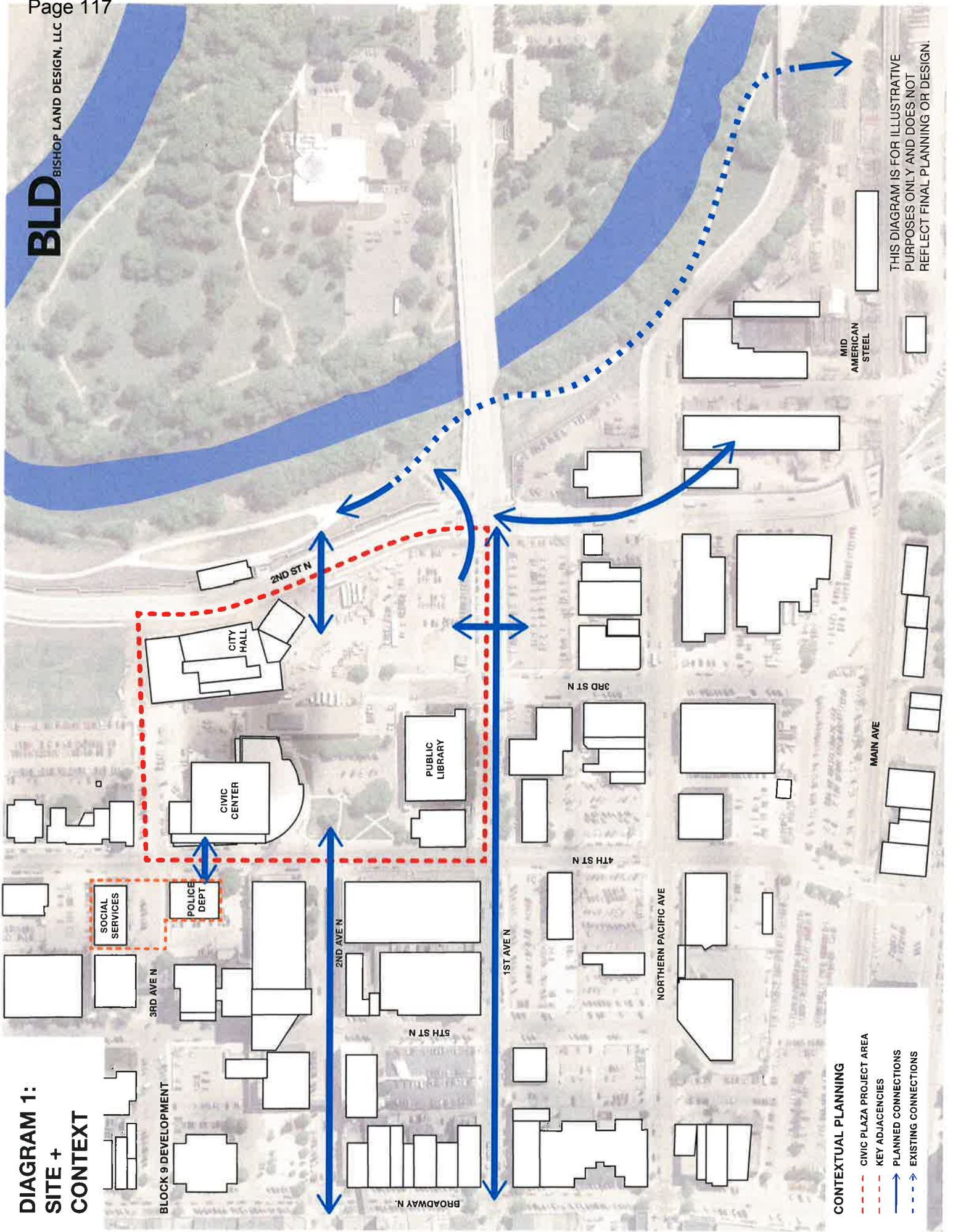
It is understood and agreed that this Agreement shall be binding upon Clients and its successors and assigns and upon BLD, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

REVOCAATION

This proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof.

AUTHORIZATION

Should the work proceed without a signed contract, it is assumed that all the terms of this agreement and appendix will be in force.

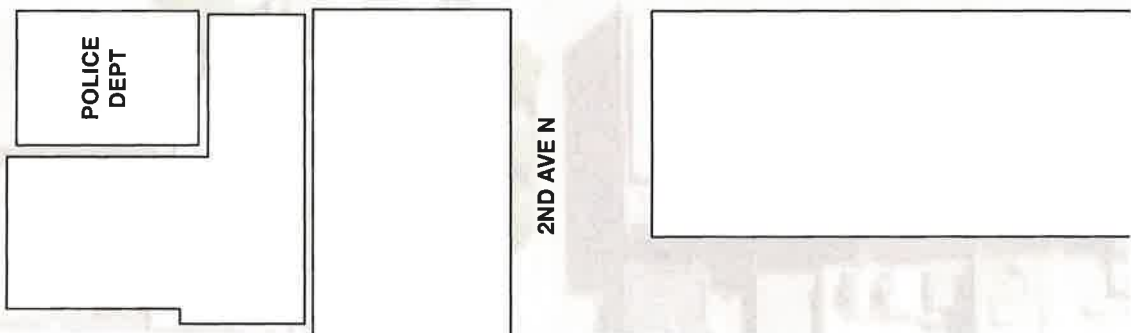


**DIAGRAM 1:
SITE +
CONTEXT**

- CONTEXTUAL PLANNING**
- - - CIVIC PLAZA PROJECT AREA
 - - - KEY AGENCIES
 - PLANNED CONNECTIONS
 - - - EXISTING CONNECTIONS

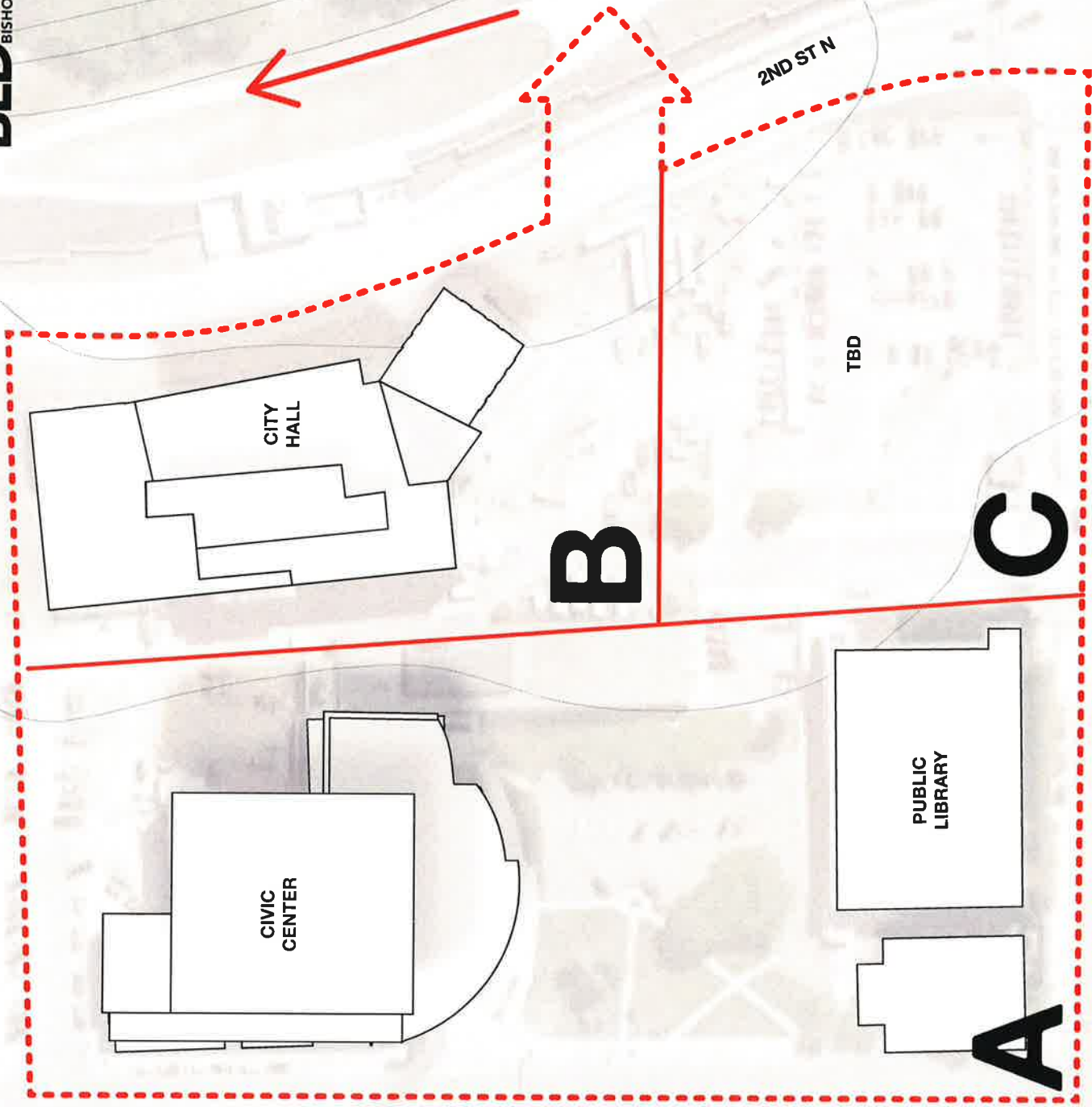
THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT REFLECT FINAL PLANNING OR DESIGN.

**DIAGRAM 2:
PROJECT
PHASING**



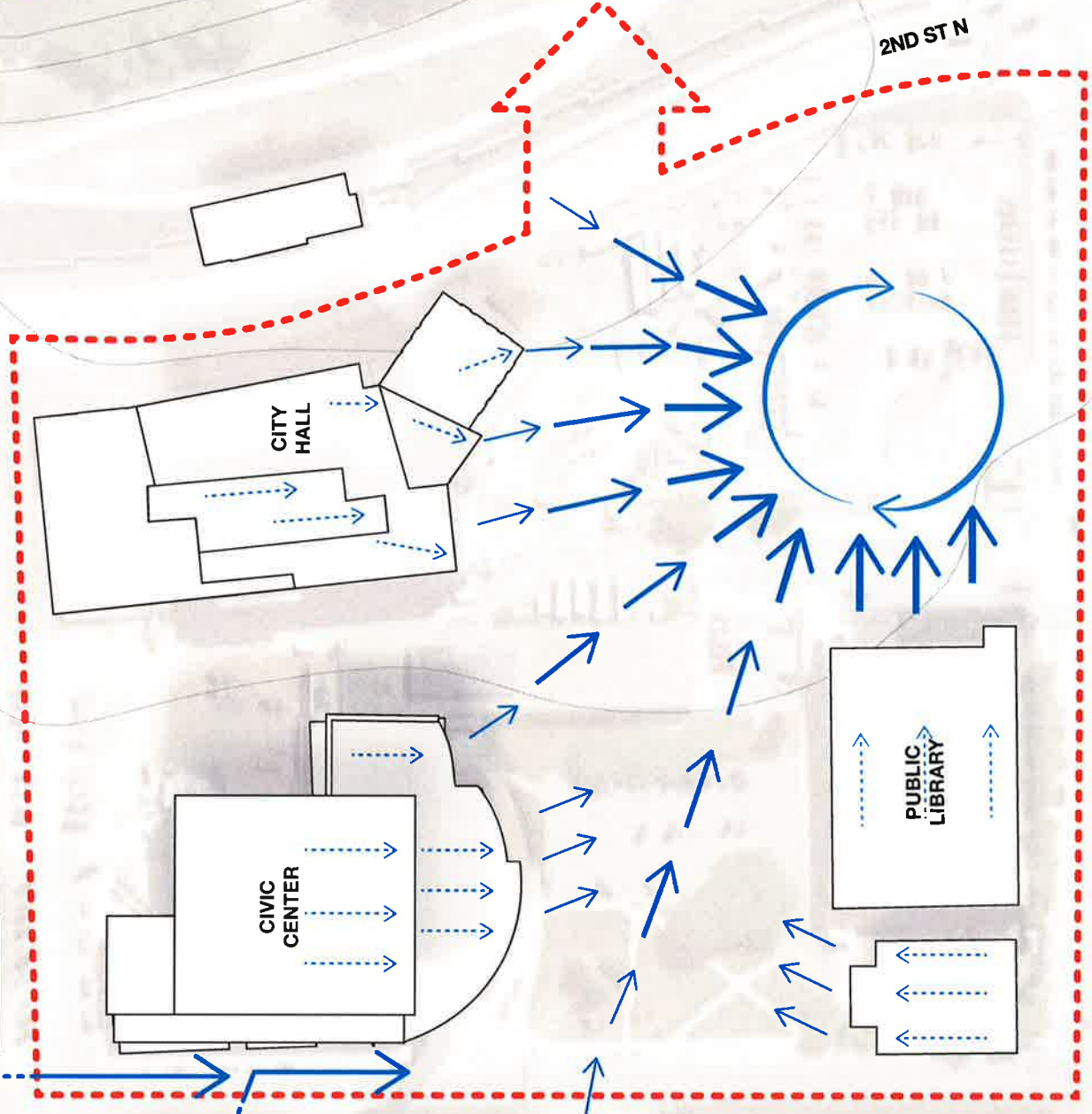
PHASING IN CHANGE

- - - - CIVIC PLAZA PROJECT AREA
- FACILITATED MOVEMENT



THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT REFLECT FINAL PLANNING OR DESIGN.

**DIAGRAM 3:
STORMWATER
MANAGEMENT**



THIS DIAGRAM IS FOR ILLUSTRATIVE PURPOSES ONLY AND DOES NOT REFLECT FINAL PLANNING OR DESIGN.

- FACILITATING FLOW AND INFILTRATION**
- - - CIVIC PLAZA PROJECT AREA
 - DIRECTED FLOW
 - - - ROOF RUNOFF

3RD AVE N

2ND AVE N

1ST AVE N

2ND ST N

CITY HALL

CIVIC CENTER

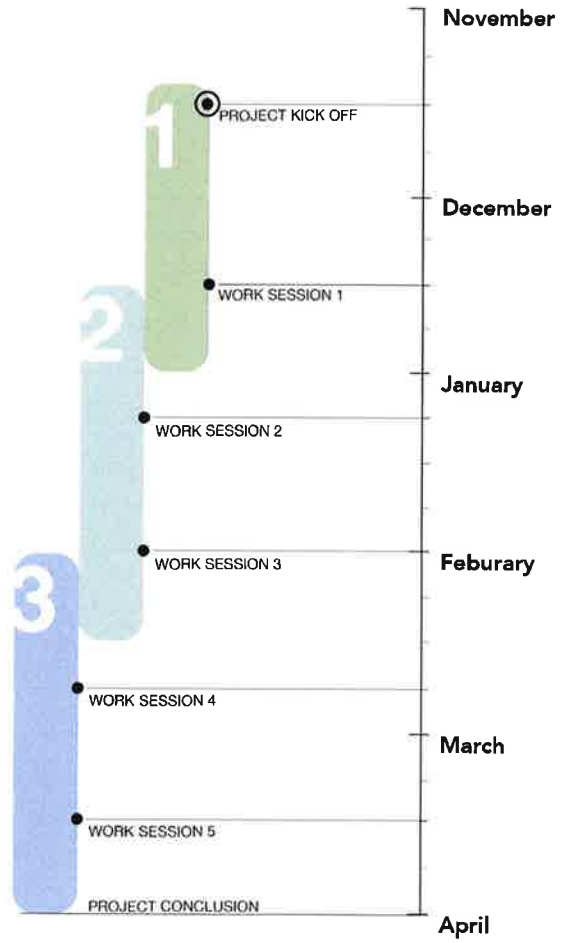
PUBLIC LIBRARY

SOCIAL SERVICES

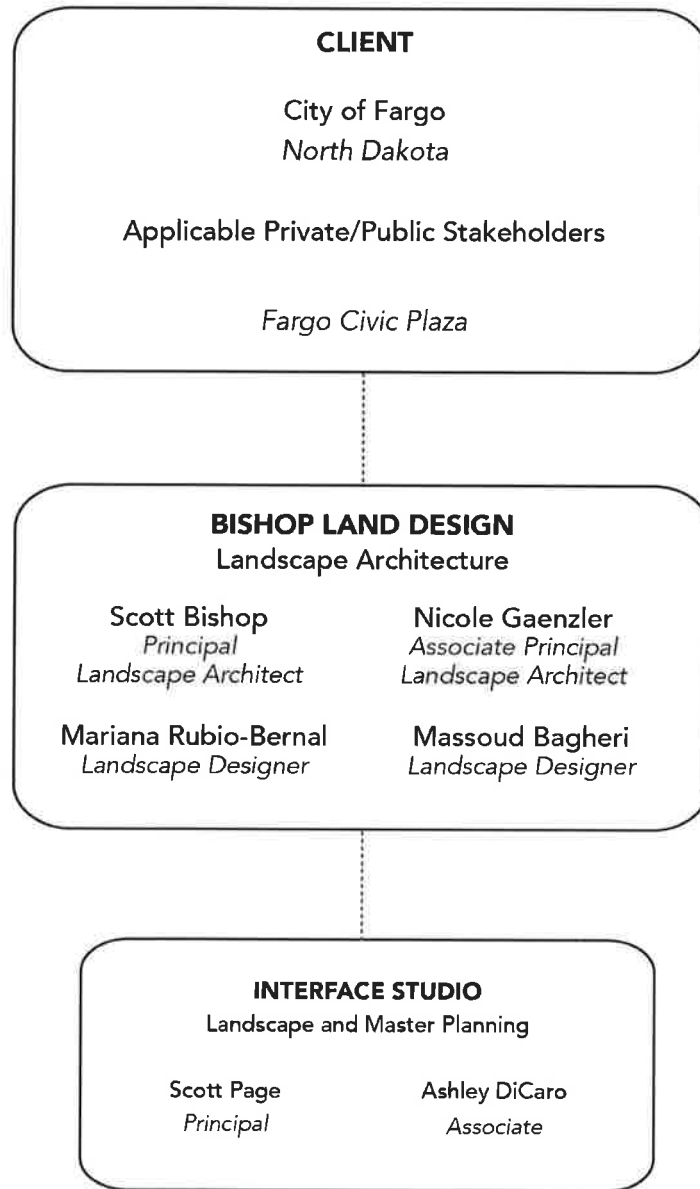
POLICE DEPT

PROJECT SCHEDULE

- 1** ANALYSIS + ENGAGEMENT
- 2** CONTEXTUAL PLANNING
- 3** PROGRAMMING ANALYSIS



TEAM ORGANIZATION



EDUCATION

University of Pennsylvania
Master of Landscape Architecture .
2005

College of the Atlantic
B.A. in Human Ecology . 1997

REGISTRATION

Licensed Landscape Architect
Connecticut . Michigan .
Massachusetts . Pennsylvania

PROFESSIONAL EXPERIENCE

Bishop Land Design . Principal
Quincy . MA . 2015-Present

Stoss Landscape Urbanism .
Principal
Boston . MA . 2005-2015

Utile . Staff Designer
Boston . MA . 2005

National Park Service
Intern Landscape Architect
Philadelphia . PA . 2004

Foglia Design Associates
Landscape Designer
vSomerville . MA . 1999-2002

AFFILIATIONS

American Society of Landscape
Architects - Member

SELECT AWARDS

ASLA Michigan Chapter. Honor
Award. Landscape Planning and
Analysis. Detroit Future City. 2013

Smithsonian Cooper-Hewitt
National Design Award .
Landscape Architecture category
. 2012

Top Honor Award . CityDeck .
Excellence on the Waterfront
Awards . Waterfront Center . 2011

Topos Landscape Award . Topos
International Review of Landscape
Architecture and Urban Design .
2010

ACADEMIC EXPERIENCE

Northeastern University . Professor
of the Practice in Urban Landscape
. College of Arts, Media and
Design . School of Architecture .
2014-present

Harvard Center for Green Buildings
and Cities . Resident Expert .
2014-present

University of Puerto Rico . Guest
Critic . 2013-present

Florida International University .
Cejas Eminent Scholar . 2013

Boston Architectural College
Studio Director . Sasaki
Distinguished Visiting Critic . 2010

SELECT PROJECT EXPERIENCE

Lyon Square Edge and Shared Use
Corridor . Grand Rapids . MI

Lower Eastwick Public Land
Strategy . Philadelphia . PA

Fargo Downtown InFOCUS . Fargo
. ND

GR Forward . Grand Rapids . MI

The Grove at University of
Michigan . Ann Arbor . MI

The Plaza at Harvard . Cambridge
. MA

Erie Street Plaza. Milwaukee. WI

Fox River and The CityDeck .
Green Bay . WI

PUBLISHED WRITINGS

"Zone Pusher" BSLA Fieldbook
Fall 2014 . Boston Society of
Landscape Architects . 2014

"Retooling the Mill River"
Connecticut Society of Landscape
Architects Journal . 2012

"Disappearing Mangroves" . The Al
Qattara Oasis in Al Ain . ed. Jorge
Silvetti and Felipe Correa . Harvard
Graduate School of Design . 2010

"Dynamic Fields: Toronto's
Lower Don Lands" Landscape
Architecture China . Chris Reed
and Scott Bishop . 2009

RECENT PRESENTATIONS

Massachusetts Water Forum .
Panel . 2017

United Nations World Energy
Forum . Panel . 2017

Boston Society of Architects
Boston Futures 2024 . Boston's
Sustainable Coastal Development .
Panel . 2015

Regime Change . Syracuse School
of Architecture . Lecture . 2015

Green City Spaces: Design +
History + Literature Colloquium .
Panel . Northeastern University .
2015

A FEW (Food, Energy, Water) Ideas
for the New Millennium . Keynote
Speaker . University of Puerto Rico
. College of Natural Sciences . Rio
Piedras . Puerto Rico . 2013



**SCOTT BISHOP
PRINCIPAL**

Scott Bishop is the Founding Principal of Bishop Land Design BLD, a registered landscape architect and human ecologist. Firmly grounded in Boston, he works around the world and designs within a variety of environments and ecologies including Eastern Africa, the Middle East, North America, the Caribbean, Asia and Europe.

Scott is currently the Professor of the Practice in the Urban Landscape and Sustainable Urban Environments programs in the School of Architecture at Northeastern University. He was recently Visiting Critic at Syracuse University, the Cejas Eminent Scholar at Florida International University and a visiting critic at the University of Puerto Rico. He has also taught at the University of Pennsylvania School of Design as a studio critic for the Department of Landscape Architecture, and he directed the Stoss Studio for the Sasaki Distinguished Visiting Critic Award at the Boston Architectural College.

During his decade of leadership at Stoss, the firm earned the Cooper Hewitt National Design Award for Landscape Architecture. Scott holds a Master of Landscape Architecture from the University of Pennsylvania and a BA in Human Ecology from the College of the Atlantic.

EDUCATION

Harvard Graduate School of Design
Master in Landscape Architecture . 1997

TUM | Technical University of Munich
Diplom-Ingenieurin der Architektur . 1992

REGISTRATION

Licensed Landscape Architect
Connecticut

PROFESSIONAL EXPERIENCE

Bishop Land Design . Associate Principal
Quincy . MA . 2018-Present

Boston Architectural College . Faculty
Boston . MA . 2015-2018

Sasaki Associates Inc. . Senior Associate
Landscape Architect
Watertown . MA . 2004-2015

LeBlanc Jones | Landscape Architects
Landscape Architect
Boston . MA . 2002-2004

Martha Schwartz Partners
Landscape Designer
Cambridge . MA . 2000-2002

Pressley Associates
Landscape Designer
Boston . MA . 1998-2000

SELECT PROJECT EXPERIENCE

Bates College . Alumni Walk . Lewiston . ME

Fordham University . Salice and Conley
Residence Halls . New York . NY

The Ohio State University . South Residential
District . Columbus . OH

Babson College . Master Plan and
Residential Quadrangle . Wellesley . MA

Middlebury College . Virtue Field House and
Athletic District Plan . Middlebury . VT

Case Western Reserve University .
Framework Plan . Cleveland . OH

Rice University . South Grove Landscape
Restoration . Houston . TX

Lulu Island . Master Plan
Abu Dhabi . UAE

Cumbres de la Vista Hermosa . Master Plan
Guatemala City . Guatemala

Universidad de los Andes . Master Plan
Santiago . Chile

Universidad del Istmo . Master Plan
Guatemala City . Guatemala



**NICOLE GAENZLER
ASSOCIATE PRINCIPAL**

Nicole is the Associate Principal at BLD Bishop Land Design. Educated as an architect and a landscape architect, Nicole brings an integrated perspective to her professional work which encompasses a diverse range of projects in the United States, South America and Germany.

Nicole has worked with distinguished design firms in the Boston area including Reed|Hilderbrand, Martha Schwartz Partners, and Sasaki Associates, as well as Peter Zumthor's architecture studio in Switzerland.

As senior designer and landscape architect at Sasaki Associates, Inc. for 11 years, Nicole successfully managed and led projects ranging from mixed use developments and sports venues to corporate and campus environments from concept design through implementation.

Nicole believes in collaborative design and brings passion, experience and curiosity to her work to develop innovative and sustainable solutions.

As faculty in the School of Landscape Architecture at the Boston Architectural College, Nicole taught design foundation and advanced interdisciplinary studios at the graduate level, and pursued her research interests in the cultural history of water and sustainable infrastructure.

Nicole is a registered landscape architect with a Master in Landscape Architecture from the Harvard University Graduate School of Design, and a professional degree in architecture from the Technical University of Munich (TUM), Germany.

EDUCATION

Northeastern University
Master of Design in Sustainable Urban
Environments . 2015

Azad University of South Tehran
Bachelor of Architectural Engineering . 2007

PROFESSIONAL EXPERIENCE

Bishop Land Design . Designer
Quincy . MA . 2016- Present

Machine Age Boston . Design Consultant
Boston . MA . 2015-2016

Boston Redevelopment Authority . Archive &
Records Management Intern
Boston . MA . 2015

Law Offices of J. Bokharaei & Associates .
Office Assistant
Tehran . Iran . 2013-2014

Khashayar Ashoori & Associates [KHAA] .
Senior Architect
Tehran . Iran . 2008-2013

PENSIVE Design & Construction Group .
Designer/Architect
Tehran . Iran . 2007-2008

N. Roozrokh Architectural Office . Design &
Research Assistant
Tehran . Iran . 2007

SELECT PROJECT EXPERIENCE

Lyon Square Plaza . Grand Rapids . MI

Kashani Villa . Lavassan County . Tehran .
Iran

Mahdi Commercial Centre . Tehran . Tehran
. Iran

Parastoo Residence . Tehran . Tehran . Iran

Parjak Villa . Salmanshahr . Mazandaran .
Iran



**MASSOUD BAGHERI
DESIGNER**

Massoud Bagheri is a designer at BLD, Bishop Land Design. He is a recent graduate from Northeastern University in Boston, Massachusetts for Master of Design in Sustainable Urban Environments. Massoud also has a Bachelor in Architectural Engineering from the Azad University of South Tehran (IAU).

Through his career, Massoud has worked on different projects from residential renovations to commercial developments. Being interested in the interdisciplinary field of urban design and planning, he moved to the States to expand his educational and professional horizons while studying and practicing resilience and sustainability through design for urban landscapes.

Massoud joined the team at BLD after finishing school at NEU and is currently working on multiple projects from research to design.

EDUCATION

Northeastern University
Master of Design in Sustainable Urban
Environments . 2018

Monterrey Institute of Technology and Higher
Education (ITESM)
B.A. in Architecture . 2015

PROFESSIONAL EXPERIENCE

Bishop Land Design . Research Designer
Quincy . MA . 2018-Present

Freelance . Architect and Interior Design .
Mexicali . BC . Mexico . 2016-2017

David Benitez and Partners . Construction
Supervisor
San Pedro Garza Garcia . NL . Mexico .
2015-2016

Escala Gerencia de Proyectos .
Administrative Coordinator
San Pedro Garza Garcia . NL . Mexico . 2015

Escala Gerencia de Proyectos .
Design Intern
San Pedro Garza Garcia . NL . Mexico .
2014-2015

SELECT PROJECT EXPERIENCE

Kinkaide Park, Quincy, MA

Lyon's Edge . Grand Rapids . MI

Referma 2000 . Mexicali . BC . Mexico

Baseball Stadium Remodel . Club Aguilas de
Mexicali . Mexicali . BC . Mexico

Il Baretto . San Pedro Garza Garcia . NL .
Mexico

Assagio . Monterrey . NL . Mexico

Garza Garcia Family Home . San Pedro
Garza Garcia .
NL . Mexico

Arboleda Residential . San Pedro Garza
Garcia . NL . Mexico

Arboleda Commercial . San Pedro Garza
Garcia . NL . Mexico

SOFIA Tower . San Pedro Garza Garcia . NL
. Mexico



**MARIANA RUBIO
DESIGNER**

Mariana Rubio is a research designer at BLD | Bishop Land Design. She is a recent graduate from Northeastern University in Boston, Massachusetts with a Master of Design in Sustainable Urban Environments. Mariana also has a Bachelor of Arts in Architecture from Monterrey Institute of Technology and Higher Education (ITESM).

Mariana's experience in architecture ranges from master planning with strict LEED requirements, design, and construction supervision, to project management plan developing, cost control and risk assessments. Developing a comprehensive and technical understanding of a designer's role in shaping the public sphere.

Mariana aims to analyze the relationship between landscapes and community, in order to create functional public spaces.

FARGO CIVIC PLAZA	Bishop Land Design					Interface Studio				TOTAL
	Landscape Planning + Public Engagement					Planning Support				Fee per Phase
	Principal	Associate Principal	Designer 1	Designer 2		Principal	Associate	Designer		
	Hourly Rate	\$285.00	\$195.00	\$95.00	\$95.00	\$130.00	\$110.00	\$85.00		
I. Analysis + Engagement	Hours	Hours	Hours	Hours	Cost	Hours	Hours	Hours	Cost	Cost
Referencing / Collecting Client Supplied Existing Conditions Data	2	2	16	8	\$ 3,240	2	12	8	\$ 2,260	\$ 5,500
Climate Vulnerability Mapping	1	2	8	6	\$ 2,005	-	-	-	\$ -	\$ 2,005
Sustainability + Material Geographies Diagrams	1	2	8	5	\$ 1,910	-	-	-	\$ -	\$ 1,910
Geotechnical + Soils Mapping	1	2	8	4	\$ 1,815	-	2	4	\$ 560	\$ 2,375
Existing Infrastructure Study	1	2	8	4	\$ 1,815	1	-	-	\$ 130	\$ 1,945
Endemic and Urban Ecologies Mapping	2	2	8	4	\$ 2,100	-	-	-	\$ -	\$ 2,100
Ecology Partners (Flora + Fauna) Benefits Analysis	2	2	8	4	\$ 2,100	-	-	-	\$ -	\$ 2,100
Community Partners and Adjacent Users Benefits Analysis	2	2	8	4	\$ 2,100	2	2	-	\$ 480	\$ 2,580
Project Stakeholder Interviews	5	4	2	-	\$ 2,395	2	2	-	\$ 480	\$ 2,875
Performing Arts Center Coordination	6	6	2	8	\$ 3,830	2	2	4	\$ 820	\$ 4,650
Public Outreach Design	8	8	16	8	\$ 6,120	-	-	-	\$ -	\$ 6,120
Stakeholder + Project Contributor Engagement	2	4	16	8	\$ 3,630	-	-	-	\$ -	\$ 3,630
Meeting Period 1 - Client + Stakeholder Presentation	8	-	8	-	\$ 3,040	-	-	-	\$ -	\$ 3,040
Meeting Period 2 - Client + Stakeholder Presentation	8	8	-	-	\$ 3,840	-	-	-	\$ -	\$ 3,840
Total Hours	49	46	116	63	274	9	20	16	45	
Fee Subtotal					\$ 39,940				\$ 4,730	\$ 44,670
Estimated Direct Expenses (includes 4 person trip: travel, lodging and printing)					\$ 4,800				\$ -	\$ 4,800
Estimated Cost					\$ 44,740				\$ 4,730	\$ 49,470
II. Contextual Planning	Hours	Hours	Hours	Hours	Cost	Hours	Hours	Hours	Cost	Cost
Site Land Use Study	2	4	8	4	\$ 2,490	2	4	2	\$ 870	\$ 3,360
Revisiting and Refreshing Previous Planning Initiatives	2	4	4	2	\$ 1,920	3	10	4	\$ 1,830	\$ 3,750
Topographic Building Massing and Landform Analysis	3	4	8	4	\$ 2,775	3	11	2	\$ 1,770	\$ 4,545
Contextual Stormwater Mapping	2	4	4	2	\$ 1,920	1	-	-	\$ 130	\$ 2,050
Relational Study of Adjacent sites and Access	2	6	8	4	\$ 2,880	2	8	2	\$ 1,310	\$ 4,190
Performing Arts Center Coordination	2	2	8	4	\$ 2,100	1	4	2	\$ 740	\$ 2,840
Performing Arts Center Plaza + Building Interface Study	2	2	4	2	\$ 1,530	1	4	2	\$ 740	\$ 2,270
Stakeholder and Staff Project Interviews	2	2	2	-	\$ 1,150	-	4	2	\$ 610	\$ 1,760
Stakeholder + Client Group Benefits Coordination	2	2	2	-	\$ 1,150	1	4	2	\$ 740	\$ 1,890
Public Outreach Design Review and Event Coordination	4	6	8	8	\$ 3,830	1	4	2	\$ 740	\$ 4,570
Stakeholder + Project Contributor Engagement	4	6	8	4	\$ 3,450	2	4	2	\$ 870	\$ 4,320
Meeting Period 3 - Client + Stakeholder Presentations	8	8	-	-	\$ 3,840	-	-	-	\$ -	\$ 3,840
Meeting Period 4 - Client + Stakeholder Presentations	8	8	-	-	\$ 3,840	8	-	-	\$ 1,040	\$ 4,880
Total Hours	43	58	64	34	199	25	57	22	104	
Fee Subtotal					\$ 32,875				\$ 11,390	\$ 44,265
Estimated Direct Expenses (includes 5 person trip: travel, lodging and printing)					\$ 4,800				\$ 2,400	\$ 7,200
Estimated Cost					\$ 37,675				\$ 13,790	\$ 51,465
III. Programming Analysis	Hours	Hours	Hours	Hours	Cost	Hours	Hours	Hours	Cost	Cost
Programming Feasibility Study	2	4	4	8	\$ 2,490				\$ -	\$ 2,490
Programming, Precedents and Spacial Studies	8	4	24	12	\$ 6,480				\$ -	\$ 6,480
Programming Benefits and Opportunities Analysis	2	4	4	8	\$ 2,490				\$ -	\$ 2,490
Programming Synergy Diagrams / Partnership Mapping	2	4	24	12	\$ 4,770				\$ -	\$ 4,770
Project Interviews	2	4	4	4	\$ 2,110				\$ -	\$ 2,110
Community Benefits Diagram and Scaling	2	4	4	8	\$ 2,490				\$ -	\$ 2,490
Public Outreach Design and Event	4	4	10	10	\$ 3,820				\$ -	\$ 3,820
Analysis, Planning and Programming Report	8	8	24	12	\$ 7,260	8	4		\$ 1,480	\$ 8,740
Meeting Period 5 - Client + Stakeholder Presentations	8	8	-	-	\$ 3,840				\$ -	\$ 3,840
Meeting Period 6 - Client + Stakeholder Presentations	8	8	8	-	\$ 4,800				\$ -	\$ 4,800
Total Hours	46	52	106	74	278					
Fee Subtotal					\$ 40,350				\$ 1,480	\$ 41,830
Estimated Direct Expenses (includes 5 person trip: travel, lodging and printing)					\$ 7,200				\$ -	\$ 7,200
Estimated Cost					\$ 47,550				\$ 1,480	\$ 49,030
TOTAL Estimated Fees					\$ 113,165				\$ 17,600	\$ 130,765
TOTAL Estimated Direct Expenses					\$ 16,800				\$ 2,400	\$ 19,200
TOTAL Estimated Fees + Direct Expenses					\$ 129,965				\$ 20,000	\$ 149,965



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:

BLD, Bishop Land Design

Estimated Dollar Amount of Purchase:

150,000

The project/service is required to:

Enter into the next phase of civic plaza and performing arts center coordination with contextual planning and landscape master plan, and site plan activities. The proposal is to enter into contract for site evaluation, programming, and elevation/grading and storm water analysis for the wide range of stakeholders. The stakeholders include the Performing Arts Center Task Force, Downtown planning partners, and city leaders.

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

This consultant team for this project is the same team who performed the Downtown InFocus study. Based on their understanding of our community interests, unique geology, and landscape architecture expertise they provide a uniquely qualified ability that will minimize on-boarding and knowledge development. Scott Bishop is a uniquely trained landscape architect who's ability includes architecture, landscape architecture, ecology, market development, and construction management expertise.

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. **)

The original downtown master plan went through an extensive RFP process, in which firms across the country submitted for consideration. Scott Bishop was on the Downtown InFocus team, and through working with him for the past three years we have developed a relationship and level of understanding of our needs and interests.

****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)

There is no other local entity that has the landscape architecture and master planning expertise for this level of complexity. Understanding of the performing arts interests, land development activities, market needs, public art (sodbuster), and complete understanding of skills needed to develop a unique approach to this complex site.

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

Signature: _____
(Requestor)

Printed Name: _____

Department: _____

Title: _____

Date: _____

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)



15a

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

November 14, 2018

The Honorable Board of City Commissioners City of Fargo 225 North Fourth Street Fargo, ND 58102

RE: RFP for Crawler Dozer RFP18310

Commissioners:

On October 26th, 2018, proposals were received and read for one (1) Crawler Dozer. Six proposals were submitted from three vendors.

The results were as follows:

Table with 4 columns: Firm, 4yr Lease Payment, Customer Support Agreement, Total Operational Cost. Rows include Butler Machinery, General Equipment, and RDO Equipment.

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer evaluated the proposals and determined that Butler Machinery and General Equipment's proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award Butler Machinery. Funding for this project has been included in the 2019 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Crawler Dozer from Butler Machinery for the total amount of \$452,772.00 with a 4 year annual lease payment of \$113,193.00.

Respectfully Submitted,

[Handwritten signature]

Tanner Smedshammer Fleet Management Specialist

2019 LANDFILL Dozer - CITY OF FARGO

26-Oct-18

Four (4) Year Lease with warranty.

Operational Hours	RDO		RDO Vender Covers 10,000 Hr	General Equip		General Equip Vender Covers 10,000hr	Butler	
	TM&R	Owner Covers 10,000hr		Owner Covers 10,000 hr	Owner Covers 10,000 Hr		Butler Vender Covers 10,000hr	
First Year		\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$106,481.00	
2nd year		\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$106,481.00	
3rd year		\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$106,481.00	
4th year		\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$106,481.00	
Total Payment		\$435,918.68	\$753,564.80	\$502,044.00	\$672,092.00	\$452,772.00	\$425,924.00	
CSA	10000	\$26.55		\$15.94		\$7.60		
TM&R	10000	\$265,500.00	\$26.55	\$159,400.00	\$0.00	\$76,000.00	\$43.52	
Total Operat. cost 10,000 hours		\$701,418.68	\$1,019,064.80	\$661,444.00	\$672,092.00	\$528,772.00	\$861,124.00	

Specification met	NO	NO	NO	YES	YES	YES	YES
5th year Buyout	\$92,864.00	\$92,864.02	\$180,000.00	\$180,000.00	\$220,000.00	\$220,000.00	\$250,000.00

Trade-In							
2015 D8T	\$173,000.00	\$173,000.00	\$185,000.00	\$185,000.00	\$210,000.00	\$210,000.00	\$210,000.00
2009 D7R	\$43,000.00	\$43,000.00	\$40,000.00	\$40,000.00	\$70,000.00	\$70,000.00	\$70,000.00



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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

November 14, 2018

The Honorable Board of City Commissioners City of Fargo 225 North Fourth Street Fargo, ND 58102

RE: RFP for Excavator (RFP18309)

Commissioners:

On October 26th, 2018, proposals were received for one (1) Excavator. Five proposals were submitted by five separate vendors.

The results were as follows:

Table with 4 columns: Firm, 7yr Lease Payment, Customer Support Agreement, Price. Rows include RDO Equipment, Ironhide Bobcat, General Equipment, Titan Machinery, and Butler Machinery.

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer, evaluated the proposals and determined that the low cost proposal from RDO Equipment met all criteria. Leasing quotes were provided and determined that Cap First Equipment Finance of having the lowest rate. Funding for this project has been included in the 2019 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation (RFP18309) to purchase one Excavator from RDO Equipment with eight annual payments of \$49,068.00 to Cap First Equipment Finance.

Respectfully Submitted,

Handwritten signature of Tanner Smedshammer

Tanner Smedshammer Fleet Management Specialist



Request for Proposals (RFP)
Hydraulic Excavator
 October 26th 2018
 2019 Solid Waste
 Proposal Evaluation Summary

	Titan Machinery	Butler Machinery	RDO Equipment	Ironhide Bobcat	General Equipment
MANUFACTURER MAKE	Case	Cat	John Deere	Doosan	Komatsu
MANUFACTURER MODEL	CX350D	336GC	350GLC	DX350-5	PC360LC-11
HP	268	273	271	318	257
Equipment	\$369,738.00	\$380,110.00	\$333,000.00	\$329,022.80	\$371,300.00
Payment on Delivery	\$54,466.00	\$55,993.46	\$49,068.00	\$3,525.00	\$54,695.00
7 Equal Payments @	\$54,466.00	\$55,993.46	\$49,068.00	\$3,525.00	\$54,695.00
TOTAL	\$435,728.00	\$447,947.68	\$392,544.00	\$28,200.00	\$437,560.00
Customer Support Rate	\$ 6.64	\$ 4.61	\$ 4.13	\$ 110.00	\$ 2.13
Std Warranty	36month/3000		12 months	36/5000	12 months
CSA	84/3500	84/3500	84/4000	84/3500	84/3500
emission	60/3000				
Work Tool	150	12 month	120	12 month	90
Delivery		245-266		145	
Customer Support Rate for 3500 hrs	\$ 23,240.00	\$ 16,135.00	\$ 14,455.00	\$ 385,000.00	\$ 7,455.00
TOTAL	\$458,968.00	\$464,082.68	\$406,999.00	\$413,200.00	\$445,015.00

City of Fargo - John Deere 350GLC Excavator

Compound Period: Monthly

Nominal Annual Rate: 4.89%

CASH FLOW DATA

Event	Date	Amount	Number	Period
1 Lease	3/15/2019	333,000.00		1
2 Lease Payment	3/15/2019	49,068.00		1
3 Lease Payment	3/15/2020	49,068.00		7 Annual

AMORTIZATION 360 Day Year

#	Date	Lease Payment	Interest	Principal	Balance
Lease	3/15/2019				333,000.00
1	3/15/2019	49,068.00	0	49,068.00	283,932.00
2019 Totals		49,068.00	0	49,068.00	
2	3/15/2020	49,068.00	14,194.88	34,873.12	249,058.88
2020 Totals		49,068.00	14,194.88	34,873.12	
3	3/15/2021	49,068.00	12,451.44	36,616.56	212,442.32
2021 Totals		49,068.00	12,451.44	36,616.56	
4	3/15/2022	49,068.00	10,620.83	38,447.17	173,995.15
2022 Totals		49,068.00	10,620.83	38,447.17	
5	3/15/2023	49,068.00	8,698.70	40,369.30	133,625.85
2023 Totals		49,068.00	8,698.70	40,369.30	
6	3/15/2024	49,068.00	6,680.48	42,387.52	91,238.33
2024 Totals		49,068.00	6,680.48	42,387.52	
7	3/15/2025	49,068.00	4,561.36	44,506.64	46,731.69
2025 Totals		49,068.00	4,561.36	44,506.64	
8	3/15/2026	49,068.00	2,336.31	46,731.69	0
2026 Totals		49,068.00	2,336.31	46,731.69	
Grand Totals		392,544.00	59,544.00	333,000.00	

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November 19, 2018

Honorable Board of City Commissioners
 City Hall
 225 4th St N
 Fargo, ND, 58102

Commissioners:

Four RFP's were received November 2, 2018, for upcoming contract winter pruning operations. The pruning areas include:

- Area - Project 1: Main to 13th Ave S between 18th St and South University Dr
- Area - Project 2: Main to 13th Ave S between 18th St and 25th St
- Raise – Project 1: 40th to 46th Ave S between 25th and 36th St
- Raise – Project 2: 46th to 52nd Ave S between 25th St and South University Dr
- Raise – Project 3: 12th to 16th Ave N between 38th and 45th St

<u>Contractor</u>	<u>Area 1(1357 trees)</u>	<u>Area 2(320)</u>	<u>Raise 1(830)</u>	<u>Raise 2(350)</u>	<u>Raise 3(495)</u>
Cougar Tree Care, Inc.	\$120,203.06	\$25,708.80	\$17,968	\$6,499.50	\$8,043.75
Walt's Tree Service	no bid	\$66,600	no bid	no bid	no bid
Carr's Tree service	\$203,550	\$43,200	\$12,450	\$5,250	\$9,900
All-Terrain Grounds Maintenance	no bid	no bid	\$18,260	\$7,700	\$12,375

Funding has been included in the annual forestry budget. Forestry staff will handle Area 2, and Raise 3 Projects.

Recommended motion:

Move to award upcoming contract winter pruning operations request for proposals (RFP18314) AREA Project 1 to Cougar Tree Care, Inc. (\$120,203.06), and RAISE Projects 1 and 2 to Carr's Tree Service (\$17,700.00).

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
 City Forester

Cc: Ben Dow
 Bruce Grubb
 Kent Costin

commissionwinterprune2019.doc

November 14, 2018

The Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

**Re: DEVELOPER WAIVER OF PROTEST AGREEMENT with DAKOTA
BEACH CAPITAL, LLC.**

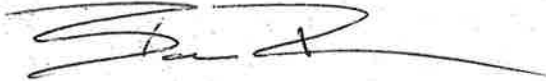
Commissioners:

Dakota Beach Capital, LLC. is in the process of redeveloping two residential lots that are currently zoned University Mixed Use (UMU). As part of the redevelopment, the owner will raze two homes and construct a sixteen unit multifamily apartment building. Due to the significant change in building and paving coverage, all water runoff will now be sheet drained to the city unimproved gravel alley located behind the property. In order for the building to be constructed and the drainage changes to take place, the developer is being required to waive their rights to protest any assessments for future alley paving and infrastructure installation projects.

Enclosed is a Developer Waiver of Protest Agreement that has been fully reviewed by the Assistant City Attorney Nancy Morris and signed by the property owner.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Developer Waiver of Protest Agreement with Dakota Beach LLC.

Respectfully submitted,



Ben Dow
Public Works
Director of Operations

Developer Waiver of Protest Agreement

This Agreement, made and entered into by and between the City of Fargo, North Dakota, a North Dakota Municipal Corporation (hereafter "Fargo" or "City") and Dakota Beach Capital, LLC, a North Dakota Limited Liability Company (hereafter "Owner");

WHEREAS, Dakota Beach Capital, LLC is the Owner of property situated in the County of Cass and State of North Dakota, described as follows

Parcel 1

North Ten Feet (10.00') of Lot Three (3) and the South Forty Feet (40.00') of Lot Four (4), Block Three (3), Wm. G. Johnson Addition to the City of Fargo, Cass County, North Dakota.

Parcel 2

North Ten Feet (10.00') of Lot Four (4) and the South Forty Feet (40.00') of Lot Five (5), Block Three (3), Wm. G. Johnson Addition to the City of Fargo, Cass County, North Dakota.

WHEREAS, Owner intends to raze the current two (2) residential buildings and replace with a sixteen (16) unit multifamily apartment building; and

WHEREAS, Owner intends to construct and install pavement in a manner that allows water runoff to sheet drain upon unimproved public gravel surface alley; and

WHEREAS, Fargo and Owner wish to cooperate as to the drainage design prior to the installation of alley paving and other municipal infrastructure in order to accommodate the Owner's Property in the most efficient and economic manner; and

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is hereby agreed by and between the parties as follows:

1. Owner holds all right, title and interest in the Property.
2. Owner understands and agrees that alley paving and other municipal improvements which are enumerated in Section 40-22-01 N.D.C.C. will be completed at a future time to serve the Owner Property and others, and that special assessments will be levied and assessed against the Owner Property for such improvements.
3. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to Section 40-22-17 N.D.C.C. Owner specifically consents to the alley paving and construction of such improvements and to the assessment of the costs thereof against the Owner's Property.
4. Owner further agrees and understands that Fargo shall not be responsible for any damages if for any reason the alley paving and other public improvements are not completed.
5. Owner agrees and understands that Fargo shall not be liable for any damages to Owner's Property as a result of the condition of the alley at the time of construction.
6. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.
7. If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.
8. This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.
9. This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.
10. Owner may not assign this Agreement without the prior written consent of Fargo. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
11. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Dakota.

Dated this 8th day of November, 2018.

Dakota Beach Capital, LLC

Randall S. Lauer
By: Randall S. Lauer
Its: Member

STATE OF ~~NORTH DAKOTA~~ ILLINOIS)

) ss.

COUNTY OF ~~CASS~~ COOK)

On this 8 day of NOV, 2018, before me, a notary public in and for said county and state, personally appeared RANDALL S. LAUER, to me known to be the MEMBER of Dakota Beach Capital, LLC, described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Audrey M. McInerney
Notary Public
Cass County, North Dakota
My commission expires: 6-7-21

(SEAL)



Dated this ____ day of _____, 2018.

City of Fargo, a North Dakota Municipal Corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this ____ day of _____, 2018, before me personally appeared Timothy J. Mahoney and Steve Sprague to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires: _____

November 14, 2018

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

RE: Sidewalk Snow and Ice Removal Code Enforcement

Commissioners:

Proposals were opened on Thursday, August 30, 2018, in response to a Request for Proposal (RFP18267) issued by Public Works for "Sidewalk Snow and Ice Removal Code Enforcement". A total of four (4) sealed responses were received.

The Public Works Snow and Ice RFP selection committee has reviewed the proposals received and evaluated them on the following criteria:

- Past Work Experience,
- Available Resources,
- Proposed Fees (Attached Bid Tab).

Based on the review of the stated criteria, the committee is recommending award of the 2018/2019 code enforcement snow and ice removal contracts to Style-it-Services, All-Terrain Grounds Maintenance, and Valley Green & Associates.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP18267) to award 2018/2019 code enforcement snow and ice removal contracts to Style-it-Services, All-Terrain Grounds Maintenance, and Valley Green & Associates.

Respectfully submitted,



Ben Dow
Director of Operations
Fargo Public Works

Sidewalk Snow and Ice Removal Code Enforcement RFP
Fargo Public Works - 2018/2019

<i>Hourly Services</i>	All-Terrain	Style-it-Services	Valley Green	Bosma Snow Removal
Skid Steer Front Loader with Bucket and Operator	\$75.00	\$75.00	\$80.00	\$120.00
Skid Steer Front Loader with Snow Blower and Operator	\$75.00	\$75.00	\$85.00	\$120.00
Toolcat Utility Machine with Bucket and Operator	\$75.00	\$75.00	\$65.00	\$0.00
Toocat Utility Machine with Snow Blower and Operator	\$75.00	\$75.00	\$70.00	\$0.00
Walk Behind Snow Blower and Operator	\$75.00	\$75.00	\$55.00	\$65.00
Laborer	\$75.00	\$75.00	\$40.00	\$50.00
<i>Fee Per Pound</i>	All-Terrain	Style-it-Services	Valley Green	Bosma Snow Removal
Sidewalk Ice Melt	\$0.50	\$0.50	\$0.50	\$10.00

**SERVICES AGREEMENT
CODE ENFORCEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

I. Agreement

This agreement is between the City of Fargo (City) and Style-It Services (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

Timeframe

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

Obstructions

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 10/11/18

Style-It Services

By: Darryl L. Grant

Its: Pass / owner

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEETS

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$
Skid Steer Front Loader with Snow Blower and Operator	\$
Toolcat Utility Machine with Bucket and Operator	\$
Toolcat Utility Machine with Snow Blower and Operator	\$
Walk Behind Snow Blower and Operator	\$
Laborer	\$ 75.00 p/Hr

Ice Removal Product Cost (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$.50 p/pound

**SERVICES AGREEMENT
CODE ENFORCEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2021.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

Timeframe

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of

all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

Obstructions

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

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VI. Assignability

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VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

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City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9/24/2018

All-Terrain Grounds Maintenance

By: Matt Luzzo

Its: Matt Luzzo, CRM

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEETS

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 75
Skid Steer Front Loader with Snow Blower and Operator	\$ 75
Toolcat Utility Machine with Bucket and Operator	\$ 75
Toolcat Utility Machine with Snow Blower and Operator	\$ 75
Walk Behind Snow Blower and Operator	\$ 75
Laborer	\$ 75

Ice Removal Product Cost (*price should include product and cost to apply*)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 0.50

**SERVICES AGREEMENT
CODE ENFORCEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2021.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

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Removal of Snowfall

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all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

Obstructions

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice removal services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract.

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 11-13-18

Valley Green & Associates

By: Josh Abrahamson 

Its: owner

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEETS

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 80.00
Skid Steer Front Loader with Snow Blower and Operator	\$ 85.00
Toolcat Utility Machine with Bucket and Operator	\$ 65.00
Toolcat Utility Machine with Snow Blower and Operator	\$ 70.00
Walk Behind Snow Blower and Operator	\$ 55.00
Laborer	\$ 40.00

Ice Removal Product Cost (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 0.50

November 14, 2018

The Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Authorization to extend the 2017/2018 Sidewalk Snow and Ice Removal contract with Polar Snow & Ice for the 2018/2019 snow season.

Commissioners:

In September of 2017, Public Works issued a Request for Proposal (RFP) for Sidewalk Snow and Ice Removal for city owned buyout properties for the 2017/2018 snow season. Upon the closing of the RFP, a total of six (6) sealed responses were received (see attached bid tab). Based on the established evaluation criteria, the contract was awarded to Polar Snow & Ice. As part of 2017/2018 RFP, language was included which allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with Polar Snow & Ice representatives and at this time is requesting authorization to extend their contract for the 2018/2019 snow season under the same terms of the initial 2017 RFP (RFP17285).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP17285) to extend the 2017/2018 sidewalk snow and ice removal contract with Polar Snow & Ice for the 2018/2019 snow season.

Respectfully submitted,



Ben Dow
Public Works
Director of Operations

2017-2018 Contracted Sidewalks Bid Tab

All sidewalks are four and a half feet in width.

Location	CuFe		Meyer Services		Style-It Services		Polar Snow & Ice		All-Terrain		Baker Snow & Ice	
	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount
Flood Lots	\$1,504.00	\$1,152.00	\$1,312.00	\$1,705.00	\$1,377.60	\$1,312.00	\$1,230.00	\$1,312.00	\$1,623.60	\$1,886.00	\$2,980.00	\$82.00

**SERVICES AGREEMENT
CITY OWNED PROPERTIES
SIDEWALK SNOW AND ICE REMOVAL SERVICES**

I. Agreement

This agreement is between the City of Fargo (City) and Polar Snow & Ice Management (Contractor) to provide “city owned properties” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor’s discretion to perform the services as weather conditions permit.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary.

Timeframe

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be

reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 11-11-18

Polar Snow & Ice Management

By: 

Its: President

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Exhibit A

2018-2019 Contracted Sidewalks

	Location	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North	\$7.50	\$8.00
2	4525 Riverwood Drive North		
3	2921 2nd Street North	\$7.50	\$8.00
4	2922 2nd Street North	\$7.50	\$8.00
5	2925 2nd Street North	\$7.50	\$8.00
6	2926 2nd Street North	\$7.50	\$8.00
7	160 North Woodcrest Drive N.	\$7.50	\$8.00
8	166 North Woodcrest Drive N.	\$7.50	\$8.00
9	101 Woodland Drive North	\$7.50	\$8.00
10	97 Woodland Drive North	\$7.50	\$8.00
11	93 Woodland Drive North	\$7.50	\$8.00
12	89 Woodland Drive North	\$7.50	\$8.00
13	85 Woodland Drive North	\$7.50	\$8.00
14	81 Woodland Drive North	\$7.50	\$8.00
15	75 Woodland Drive North	\$7.50	\$8.00
16	69 Woodland Drive North	\$7.50	\$8.00
17	63 Woodland Drive North	\$7.50	\$8.00
18	55 Woodland Drive North	\$7.50	\$8.00
19	51 Woodland Drive North	\$7.50	\$8.00
20	45 Woodland Drive North	\$7.50	\$8.00
21	41 Woodland Drive North	\$7.50	\$8.00
22	37 Woodland Drive North	\$7.50	\$8.00
23	31 Woodland Drive North	\$7.50	\$8.00
24	25 Woodland Drive North	\$7.50	\$8.00
25	19 Woodland Drive North	\$7.50	\$8.00
26	15 Woodland Drive North	\$7.50	\$8.00
27	7 Woodland Drive North	\$7.50	\$8.00
28	1625 Elm Street	\$7.50	\$8.00
29	1619 Elm Street	\$7.50	\$8.00
30	1613 Elm Street	\$7.50	\$8.00
31	1607 Elm Street	\$7.50	\$8.00
32	1601 Elm Street	\$7.50	\$8.00
33	1519 Elm Street	\$7.50	\$8.00
34	1501 Elm Street	\$7.50	\$8.00
35	1455 Elm Street	\$7.50	\$8.00
36	1318 Elm Street	\$7.50	\$8.00
37	1314 Elm Street	\$7.50	\$8.00

39	1341 Oak Street	\$7.50	\$8.00
40	1333 Oak Street	\$7.50	\$8.00
41	16 North Terrace	\$7.50	\$8.00
42	18 North Terrace	\$7.50	\$8.00
43	24 North Terrace	\$7.50	\$8.00
44	26 North Terrace	\$7.50	\$8.00
45	40 North Terrace	\$7.50	\$8.00
46	42 North Terrace	\$7.50	\$8.00
47	44 North Terrace	\$7.50	\$8.00
48	46 North Terrace	\$7.50	\$8.00
49	60 North Terrace	\$7.50	\$8.00
50	62 North Terrace	\$7.50	\$8.00
51	64 North Terrace	\$7.50	\$8.00
52	66 North Terrace	\$7.50	\$8.00
53	68 North Terrace	\$7.50	\$8.00
54	70 North Terrace	\$7.50	\$8.00
55	135 South Terrace	\$7.50	\$8.00
56	129 South Terrace	\$7.50	\$8.00
57	125 South Terrace	\$7.50	\$8.00
58	99 South Terrace	\$7.50	\$8.00
59	95 South Terrace	\$7.50	\$8.00
60	93 South Terrace	\$7.50	\$8.00
61	87 South Terrace	\$7.50	\$8.00
62	83 South Terrace	\$7.50	\$8.00
63	79 South Terrace	\$7.50	\$8.00
64	63 South Terrace	\$7.50	\$8.00
65	53 South Terrace	\$7.50	\$8.00
66	49 South Terrace	\$7.50	\$8.00
67	45 South Terrace	\$7.50	\$8.00
68	41 South Terrace	\$7.50	\$8.00
69	37 South Terrace	\$7.50	\$8.00
70	33 South Terrace	\$7.50	\$8.00
71	31 South Terrace	\$7.50	\$8.00
72	27 South Terrace	\$7.50	\$8.00
73	23 South Terrace	\$7.50	\$8.00
74	17 South Terrace	\$7.50	\$8.00
75	1114 4th Street South	\$7.50	\$8.00
76	1118 4th Street South	\$7.50	\$8.00
77	1124 4th Street South	\$7.50	\$8.00
78	1128 4th Street South	\$7.50	\$8.00
79	1204 4th Street South	\$7.50	\$8.00
80	1408 South River Road	\$7.50	\$8.00

81	1414 South River Road	\$7.50	\$8.00
82	1430 South River Road	\$7.50	\$8.00
83	1436 South River Road	\$7.50	\$8.00
84	1442 South River Road	\$7.50	\$8.00
85	1450 South River Road	\$7.50	\$8.00
86	1454 South River Road	\$7.50	\$8.00
87	801 Harwood Drive South	\$7.50	\$8.00
88	707 Harwood Drive South	\$7.50	\$8.00
89	701 Harwood Drive South	\$7.50	\$8.00
90	619 Harwood Drive South	\$7.50	\$8.00
91	601 Harwood Drive South	\$7.50	\$8.00
92	517 Harwood Drive South	\$7.50	\$8.00
93	509 Harwood Drive South	\$7.50	\$8.00
94	502 Harwood Drive South	\$7.50	\$8.00
95	501 Harwood Drive South	\$7.50	\$8.00
96	437 Harwood Drive South	\$7.50	\$8.00
97	520 Hackberry Drive South	\$7.50	\$8.00
98	602 Hackberry Drive South	\$7.50	\$8.00
99	610 Hackberry Drive South	\$7.50	\$8.00
100	618 Hackberry Drive South	\$7.50	\$8.00
101	626 Hackberry Drive South	\$7.50	\$8.00
102	702 Hackberry Drive South	\$7.50	\$8.00
103	720 Hackberry Drive South	\$7.50	\$8.00
104	726 Hackberry Drive South	\$7.50	\$8.00
105	802 Hackberry Drive South	\$7.50	\$8.00
106	3702 River Drive South	\$7.50	\$8.00
107	3714 River Drive South	\$7.50	\$8.00
108	3720 River Drive South	\$7.50	\$8.00
109	3726 River Drive South	\$7.50	\$8.00
110	3732 River Drive South	\$7.50	\$8.00
111	3738 River Drive South	\$7.50	\$8.00
112	3802 River Drive South	\$7.50	\$8.00
113	3808 River Drive South	\$7.50	\$8.00
114	3820 River Drive South	\$7.50	\$8.00
115	3830 River Drive South	\$7.50	\$8.00
116	3832 River Drive South	\$7.50	\$8.00
117	3838 River Drive South	\$7.50	\$8.00
118	3842 River Drive South	\$7.50	\$8.00
119	3902 River Drive South	\$7.50	\$8.00
120	3908 River Drive South	\$7.50	\$8.00
121	3914 River Drive South	\$7.50	\$8.00
122	3920 River Drive South	\$7.50	\$8.00
123	3926 River Drive South	\$7.50	\$8.00
124	2130 Sterling Rose Lane South	\$7.50	\$8.00

125	4497 Oakcreek Drive South	\$7.50	\$8.00
126	4493 Oakcreek Drive South	\$7.50	\$8.00
127	4489 Oakcreek Drive South	\$7.50	\$8.00
128	4485 Oakcreek Drive South	\$7.50	\$8.00
129	4481 Oakcreek Drive South	\$7.50	\$8.00
130	4477 Oakcreek Drive South	\$7.50	\$8.00
131	4473 Oakcreek Drive South	\$7.50	\$8.00
132	4469 Oakcreek Drive South	\$7.50	\$8.00
133	4465 Oakcreek Drive South	\$7.50	\$8.00
134	4461 Oakcreek Drive South	\$7.50	\$8.00
135	4457 Oakcreek Drive South	\$7.50	\$8.00
136	4453 Oakcreek Drive South	\$7.50	\$8.00
137	4449 Oakcreek Drive South	\$7.50	\$8.00
138	4733 Douglas Drive South	\$7.50	\$8.00
139	4741 Douglas Drive South	\$7.50	\$8.00
140	4749 Douglas Drive South	\$7.50	\$8.00
141	4003 Copperfield Court South	\$7.50	\$8.00
142	4009 Copperfield Court South	\$7.50	\$8.00
143	4015 Copperfield Court South	\$7.50	\$8.00
144	4021 Copperfield Court South	\$7.50	\$8.00
145	4027 Copperfield Court South	\$7.50	\$8.00
146	3227 39th Avenue South	\$7.50	\$8.00
147	3233 39th Avenue South	\$7.50	\$8.00
148	3301 39th Avenue South	\$7.50	\$8.00
149	3305 39th Avenue South	\$7.50	\$8.00
150	3309 39th Avenue South	\$7.50	\$8.00
151	3311 39th Avenue South	\$7.50	\$8.00
152	3315 39th Avenue South	\$7.50	\$8.00
153	3321 39th Avenue South	\$7.50	\$8.00
154	3333 39th Avenue South	\$7.50	\$8.00
155	3339 39th Avenue South	\$7.50	\$8.00
156	3347 39th Avenue South	\$7.50	\$8.00
157	3355 39th Avenue South	\$7.50	\$8.00
158	3361 39th Avenue South	\$7.50	\$8.00
159	3365 39th Avenue South	\$7.50	\$8.00
160	3369 39th Avenue South	\$7.50	\$8.00
161	3373 39th Avenue South	\$7.50	\$8.00
162	3401 39th Avenue South	\$7.50	\$8.00
163	3405 39th Avenue South	\$7.50	\$8.00
164	3409 39th Avenue South	\$7.50	\$8.00
165	3415 39th Avenue South	\$7.50	\$8.00
166	3419 39th Avenue South	\$7.50	\$8.00
167	3423 39th Avenue South	\$7.50	\$8.00

168	3427 39th Avenue South	\$7.50	\$8.00
169	3590 47th Avenue South	\$7.50	\$8.00
170	3591 47th Avenue South	\$7.50	\$8.00
171	1703 49th Street South	\$7.50	\$8.00
172	1705 52nd Street South	\$7.50	\$8.00
173	7005 University Drive	\$7.50	\$8.00
		\$1,297.50	\$1,384.00

Sidewalk_Snow_BJD_11-6-2018

(20)

November 19, 2018

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Amendment #3 to the Contract with First Transit to revise the Management Fee for the period January 1, 2019, through December 31, 2019.

Fargo has a three-year contract with First Transit to operate the fixed route transit system, including management and drivers for the period January 1, 2016, through December 31, 2018. With an option to extend up to two additional years. At this time staff is requesting a one year extension to the contract. The attached Amendment #3 has the updated management fees and hourly rate. Appendix 15 is also included which shows the increase to the driver wages, contingent upon proof First Transit.

Requested motion: Approve attached Amendment #3 to the First Transit and City of Fargo contract to revise the fees for the period of January 1, 2019 through December 31, 2019.

Sincerely,



Matthew G. Peterson, Assistant Transit Director
City of Fargo

/attachment

MINIMUM WAGES AND BENEFITS
Fixed Route and Paratransit Bus Operators
Fixed Route Dispatchers

Probationary Period:

The Cities of Fargo and Moorhead require a 1-year probationary period for all employees hired under this contract. For purposes of this appendix probationary period refers to the employees ability to perform necessary job functions only and does not refer to when benefits will become available to each employee. Performance reviews shall be given to each employee at 30 days, 60 days, 90-days, 180-days, 1-year and no less than annually thereafter.

Contractor:

The employee hire date will be based off the employee's personal anniversary hire date (month, day, and year) of when the employee was hired. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date with the current or previous contractor of this service; whichever is greater.

The employee seniority date will be based off the date (month, day, and year) of when the employee began revenue service with the current or previous contractor of this service or the date said employee changes employment status with current contractor.

Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).

Wages:

All new and current bus operators and dispatchers will be paid at the rates listed below. Drivers and dispatchers working at least 32 hours per week shall be guaranteed, at a minimum, the wages and benefits listed during the term of this contract.

MINIMUM WAGES IN CONTRACTOR'S PROPOSAL:

Year	Step	Driver Minimum Wage Per Hour 2019	Dispatcher Minimum Wage Per Hour 2019
0	1	\$ 15.10	\$15.60
>1	2	\$ 15.40	\$16.00
>2	3	\$ 15.86	\$16.36
>3	4	\$ 16.30	\$16.80
>4	5	\$ 16.93	\$17.43
>5	6	\$ 18.82	\$19.32
>10	7	\$ 19.09	\$19.59
>15	8	\$ 19.63	\$20.13
>20	9	\$ 20.17	\$20.67
>25	10	\$ 20.71	\$21.21

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.
- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.

Paid-time off (PTO): (Vacation and Sick Time)

All PTO will be earned on a pro-rated basis per month as described herein.

Regular PTO:

After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall begin to accrue regular PTO. Regular PTO accrual will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining accrued regular PTO balance.

Banked PTO:

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all of their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will not be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

PTO can only be taken in 4 (1/2 Day) or 8 (Full Day) hour increments.

Health / Welfare:

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees. The employer shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

Paid Holidays:

Employees shall be eligible for holiday pay immediately upon entry into revenue service. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

401(k):

The contractor is to offer a 401K retirement plan, with a company match.

Short-term Disability Insurance:

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

SRC Hospital Indemnity:

Employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

Health Savings Account (HSA):

The contractor health insurance allows for employees to contribute a HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

IRS Section 125 Plan:

During the term of this agreement First Transit shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

Bereavement Leave:

Employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children

Safety Meetings:

Attendance at monthly safety meetings is required. Employees will be paid to for time at monthly safety meetings.

Dental Coverage Plans

Full time employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:

Employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

Vision Insurance:

Employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

Safety, Customer Service and Longevity Incentives:

Retention Bonus:

All new employees will be eligible for a retention bonus as an incentive to reduce employee turnover. The retention bonus will be paid out in increments: \$300.00 after 90-days and \$500.00 after 12-months of employment. In order to qualify for this bonus the employee must be new to the contractor; employees who are currently working for the contractor or who left employment of the contractor and have returned will not be eligible for this bonus. This bonus plan is a minimum retention bonus plan, the contractor may implement greater cost retention incentive bonus plan at no additional cost to MATBUS

Safety Bonus:

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves this goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees.

Eligibility requirements:

- The employee must complete a pre/post trip inspection each day they work
- The employee must have no preventable collisions or passenger injuries
- The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- The employee must have no traffic violations in company or personal vehicles

The Safety Bonus is a pass-through bonus which will be billed to the City of Fargo and City of Moorhead at the end of each month on their regular invoices

Part-Time employees must work at least 40 hours per month in order to receive this bonus.

Incentive Bonus:

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter.

Eligibility requirements:

- No verifiable passenger complaints or incidents
- Have a perfect attendance record
 - Zero attendance points for current month (Late, absent, etc.)
- Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)

- Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- Attended the monthly safety meetings
- Having no other discipline incidents / actions

Part-Time employees are not eligible for this bonus.

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	-	March	April
2	April	-	June	July
3	July	-	September	October
4	October	-	December	January

**AMENDMENT NO. 3
TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT**

THIS AMENDMENT NO. 3, made this ____ of _____, 2018, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement and two Amendments to the Agreement, to provide CITY with management, supervisory and operational services for its fixed route and paratransit system, (the Agreement and two Amendments are attached hereto as Exhibit A, and collectively referred to as the "Agreement")

WHEREAS, the Agreement provides for renewal of the contract for two additional one-year periods at a rate mutually agreed upon between CITY and CONTRACTOR, said rate not to exceed the preceding year's price plus increases demonstrated by the Consumer Price Index for that same; and

WHEREAS, CITY desires to exercise a one-year option with CONTRACTOR to extend the Agreement from January 1, 2019 to December 31, 2019; and

WHEREAS, CITY and CONTRACTOR also wish to make changes to the minimum driver wages and management fees for Fixed Route service set out in the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as follows:

- A. The parties hereby extend the Agreement for an additional one-year period beginning January 1, 2019, through and including December 31, 2019.
- B. Paragraph 8.3.1 of the Agreement is hereby amended, effective January 1, 2019, so that the rate for fixed route dispatch is as follows:

	Annually	Monthly
January 1, 2019 through December 31, 2019:	\$ 219,600	\$ 18,300

- C. Paragraph 8.3.2 of the Agreement is hereby amended, effective January 1, 2019 for the rate per vehicle service hour for fixed route is as follows:

	Hourly Rate
January 1, 2019 through December 31, 2019:	\$ 24.96

This rate will be reduced to \$24.68 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits for 2019.

- D. Paragraph 8.3.3 of the Agreement is hereby amended, effective January 1, 2019 for rate per vehicle service hour for paratransit as follows:

	Hourly Rate
January 1, 2019 through December 31, 2019:	\$ 24.61

This rate will be reduced to \$24.55 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits for 2019.

E. Paragraph 8.3.4 of the Agreement is hereby amended, effective January 1, 2019 for a fixed monthly rate for management services as follows:

	Annually	Monthly
January 1, 2019 through December 31, 2019:		
Fixed Route	\$423,162.80	\$ 35,263.57
Paratransit	\$144,848.03	\$ 12,070.67
GTC	\$ 48,519.14	\$ 4,043.26

F. Paragraph 8.3.5 of the Agreement is hereby amended, effective January 1, 2019 for reimbursement of actual annual rate for the performance bond estimated as follows:

	Annual
January 1, 2019 through December 31, 2019:	\$ 11,953.00

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year, and include the original bond and proof of payment by CONTRACTOR.

Attachment A, Appendix 15, Employee Compensation: Drivers and dispatchers must be paid at a minimum the wages and benefits as outlined in the revised Attachment A, Appendix 15, Year 4, effective January 1, 2019. The Year 4 employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers and dispatchers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

To the extent the modifications or amendments set forth in this Amendment No. 3 to Agreement contradict the terms of the Agreement, the terms of this Amendment No. 3 shall be interpreted to control and govern.

All other terms of the Agreement not modified by this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Agreement to be executed effective the day and year first above written.

CITY OF FARGO

FIRST TRANSIT

BY: _____
Timothy J. Mahoney, Mayor

BY: _____

Its: _____

BY: _____
Steve Sprague, City Auditor

BY: _____

Its: _____

(21)

November 19, 2018

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval of the attached Amendment to the yearly service contract with Genfare dating November 1, 2018, through October 31, 2019.

Genfare is our onboard farebox (cashbox) system. This system is required to validate passenger passes and fares. The service contract helps to maintain the farebox system, network and connection for our service. The cost for the contract was budgeted for in our operation expenditures.

Requested motion: Approve attached Amendment to the service contract.

Sincerely,



Matthew G. Peterson, Assistant Transit Director
City of Fargo

/attachment

AMENDMENT TO SOFTWARE SUPPORT AGREEMENT

THIS AMENDMENT TO SOFTWARE SUPPORT AGREEMENT (this "Amendment"), dated as of _____ is by and between City of Fargo ("Agency"/"Customer") and Genfare, a division of SPX Corporation ("Genfare").

Agency and Genfare are parties to that certain Genfare Software Support Agreement, dated as of 11/1/2018 (the "Agreement"). Agency and Genfare desire to amend the Agreement to extend the Term and update pricing as provided herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

The parties hereby agree as follows:

1. Amendments.

(a) The term of the Agreement shall be extended for one (1) year and thereafter shall automatically renew for subsequent terms of one year each unless either party gives written notice of termination in accordance with Section 7 of the Agreement.

(b) The pricing for the Software Support Services for the extension year is \$4,375 For each year after such extension year, the most recent pricing will increase by 3% at the beginning of each annual term.

(c) Removal of the following language from Schedule A, Section 2:

"5% discount off of OEM spare parts, repairs, software upgrades, System Support paid services outside the scope of this Agreement, and training (does not apply to equipment or System upgrades."

2. Continuing Effect; No Other Amendments. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. All references to this "Agreement" in the Agreement shall be deemed to refer to the Agreement as amended hereby.

The parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the day and year first above written.

CITY OF FARGO

GENFARE, A DIVISION OF SPX CORPORATION

BY: _____
Timothy J. Mahoney, Mayor

BY: _____

Its: _____

BY: _____
Steve Sprague, City Auditor

BY: _____

Its: _____

November 19, 2018

(22)

Honorable Board of City Commissioners
 City of Fargo
 225 4th Street North
 Fargo, North Dakota 58102

RE: Bid Award-Project WW1701
Wastewater Treatment Facility – Phase II A Improvements (Central Generation Station)

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, November 14, 2018 for improvements associated with the Wastewater Treatment Facility Expansion - Phase IIA Improvements (Central Generation Station). These improvements are included in the Wastewater CIP, with the project costs being funded through a 30 year 2% Clean Water SRF Loan with a rate funded debt service. The Phase IIA improvements will increase treatment capacity to accommodate Fargo growth and further regionalization. The bids were as follows:

Contractor	Contract A (General)	Contract B (Mechanical)	Contract C (Electrical)	Contract D (Combined)
Construction Engineers	\$1,223,000	No Bid	No Bid	\$2,194,000
Gast Construction	\$1,049,296	No Bid	No Bid	\$1,866,266
Meineke-Johnson	\$1,187,700	No Bid	No Bid	No Bid
PKG Contracting	\$ 990,569	\$800,000	No Bid	\$1,875,569
Swanberg Construction	\$ 843,000	No Bid	No Bid	\$1,755,000
Manning Mechanical	No Bid	\$540,000	No Bid	No Bid
JDP Electric	No Bid	No Bid	\$326,516	No Bid
Sun Electric	No Bid	No Bid	\$343,000	No Bid
Dakota Electric	No Bid	No Bid	\$378,000	No Bid
Engineers Estimate:				\$1,140,000

The apparent low bids are three Multiple Prime Contracts for Contract A (General) from Swanberg Construction for \$843,000; Contract B (Mechanical) from Manning Mechanical for \$540,000; and Contract C (Electrical) from JDP Electric for \$326,516. Please note: The Engineers Estimate for this project was \$1,140,000 with differences found in the costs of painting, masonry, and construction of precast materials (winter work), a tight construction schedule, as well as required changes to meet the flood protection elevations established by the City. Upon review of these factors it is our opinion that fair and good bids were received for this project.

Recommended Motion

Wastewater Utility Staff recommend bid award of Contract A to Swanberg Construction for \$843,000, Contract B to Manning Mechanical for \$540,000 and Contract C to JDP Electric for \$326,516 as the lowest and best bids for Project WW1701, Central Generation Station.

Respectfully Submitted,



Jim Hausauer
 Wastewater Utility Director



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND 58104

November 14, 2018

Mr. Jim Hausauer
Utility Director, Wastewater Division
City of Fargo
3400 North Broadway
Fargo, ND 58102**RE: Fargo Wastewater Treatment Facility – Central Generation Station
Bid Recommendation**

Dear Mr. Hausauer:

Bids have been received for the Wastewater Treatment Facility Central Generation Station project and are summarized on the attached Bid Tabulation. Contract A – General Construction, Contract B – Mechanical Construction, Contract C – Electrical Construction, and Contract D – Combined were all bid. Project specifications state the contract must be awarded on base bid (no alternates), which is the lowest of the combination of Contracts A, B, and C or Contract D.

The low bids for each respective contract is as follows:

▪ General Construction bid (Contract A) from Swanberg Construction	\$ 843,000.00
▪ Mechanical Construction bid (Contract B) from Manning Mechanical	\$ 540,000.00
▪ Electrical Construction bid (Contract C) from JDP Electric	\$ 326,516.00
▪ Combined Construction bid (Contract D) from PKG Contracting	\$1,755,000.00
▪ Combination of Contract A plus Contract B plus Contract C	\$1,709,516.00

Therefore, the lowest total project cost was the combination of Contract A plus Contract B plus Contract C in the amount of \$1,709,516.00. This combination is above the Engineer's Estimate of \$1,140,000.00. However, after reviewing the details in the contractors' bids, the Engineer's Estimate did not account for certain items such as the higher cost of materials due to the short project schedule, the increased costs for winter construction methods (earthwork, concrete work, masonry, roofing) and raising the finished floor elevation during the bidding process. After considering these factors and since there were multiple bidders for each contract, in our opinion the City of Fargo received fair and good bids for this project.

Based on the bids received, we recommend the City of Fargo award the project to Swanberg Construction, Manning Mechanical and JDP Electric contingent on the North Dakota Department of Health approval. A State Revolving Fund loan is in place for financing these improvements and the project is within the overall loan budget.

In summary, the total project cost for Contract A (\$843,000), Contract B (\$540,000) and Contract C (\$326,516) is \$1,709,516. Separate Notice of Award documents in these amounts to Swanberg Construction, Manning Mechanical and JDP Electric are attached for your consideration. If you have any questions or need further information, please feel free to contact me.

Sincerely,

Karla J. Olson, PE
Project Manager



Water | Transportation | Municipal | Facilities



Bid Tab

Fargo, North Dakota, Wastewater Treatment Facility – Central Generation Station Wednesday, November 14, 2018 | 11:30 AM | Fargo City Hall

Apex Project No. 18.102.0001

Plan Holder	Addenda 1	Addenda 2	5% Bid Bond	Contr. License	MBE/WBE	Contract A General	Contract B Mechanical	Contract C Electrical	Contract D Combined
General Contractors									
Construction Engineers	X	X	X	X	X	\$1,223,000.00	No Bid	No Bid	\$2,194,000.00
Gast Construction	X	X	X	X	X	\$1,049,296.00	No Bid	No Bid	\$1,866,266.00
Meinecke-Johnson	X	X	X	X	X	\$1,187,700.00	No Bid	No Bid	No Bid
PKG Contracting	X	X	X	X	X	\$990,569.00	\$800,000.00	No Bid	\$1,875,569.00
Swanberg Construction	X	X	X	X	X	\$843,000.00	No Bid	No Bid	\$1,755,000.00
Mechanical Contractors									
Manning Mechanical	X	X	X	X	X	No Bid	\$540,000.00	No Bid	No Bid
Electrical Contractors									
Dakota Electric	X	X	X	X	X	No Bid	No Bid	\$378,150.00	No Bid
JDP Electric	X	X	X	X	X	No Bid	No Bid	\$326,516.00	No Bid
Sun Electric	X	X	X	X	X	No Bid	No Bid	\$343,000.00	No Bid
Lowest Each Contract						\$843,000.00	\$540,000.00	\$326,516.00	\$1,755,000.00
Lowest Combination A+B+C									\$1,709,516.00
Engineer's Estimate									\$1,140,000.00

Certification:

I certify that these bids were received and opened on Wednesday, November 14 at 11:30 AM at Fargo City Hall, Meadowlark Room, 225 4th Street N, Fargo, ND.

Karla J. Olson
 Karla J. Olson, PE

**REPORT OF ACTION
UTILITY COMMITTEE**

Project No. WW1701

Type: Phase IIA Improvements

Location: Wastewater Treatment Facility-Central Generation Station

Date of Hearing: 10-4-2018

<u>Routing</u>	<u>Date</u>
City Commission	11-19-2018
Project File	

Jim Hausauer, Wastewater Utility Director, presented plans for electrical improvements associated with the Wastewater Treatment Facility (WWTF) Phase II Expansion. The WWTF Facility Plan Phase II recommendations were prioritized via a phased approach based on needs to meet the 20 year wastewater requirements for Fargo growth and regionalization. To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and Horace, portions of the expansion must be completed by early 2019. The Phase II-A portion, will include items necessary to bridge the existing facility capacity until the full expansion is complete in late 2021.

Currently the WWTF has 7 electrical feeds with 7 separate meters. Each meter has unique billing features, off peak requirements and varying surcharge penalties. For example, if a treatment process creates a peak at a certain time of the day, a 30% increase in electrical cost could be incurred. A component of the Phase II Expansion included electrical improvements in which the WWTF would utilize 4 generators to essentially create a "micro power plant" to provide backup power. This "power plant" would also eliminate peaks, provide smooth, consistent, and predictable electrical needs, resulting in Excel incentives and lower rates. (Future estimated savings of ~\$365,000/year.) These generators will be fueled with a combination of natural gas and bio-gas (methane). The generators will need to be in a separate building for protection, provide soundproofing, and installation of necessary electrical equipment. The generator building was not included in the Phase IIA bid as the electrical evaluation was not complete. The building will also need to be constructed before Phase IIB is bid to provide backup power for the UV disinfection to go on line in the spring of 2019, plus the generators have been purchased with a delivery of January 2019.

The Wastewater Utility CIP has a placeholder for the Phase II Expansion and is funded with a 30 year 2% CWSRF Loan with the debt service programmed to be funded with rate revenue.

MOTION:

The Utility Committee recommended to publicly bid the construction of the generator building as a part of the Wastewater Treatment Facility Phase II Expansion.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Superintendent	X			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
Jim Hausauer, Wastewater Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:



 Jim Hausauer
 Wastewater Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

NOTICE OF AWARD

Date of Issuance: November 14, 2018

Owner: City of Fargo, ND Owner's Contract No.: WW1701
Engineer: Apex Engineering Group Engineer's Project No.: 18.102.0001
Project: Central Generation Station Contract Name: General Construction
Bidder: Swanberg Construction, Inc.

Bidder's Address: P.O. Box 728, Valley City ND 58072

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 14, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, contingent on North Dakota Department of Health approval, for:

Contract A – General Construction for Wastewater Treatment Facility Central Generation Station project.

The Contract Price of the awarded Contract is: **\$ 843,000.00.**

- [5] unexecuted counterparts of the Agreement accompany this Notice of Award
- a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Timothy J. Mahoney
Title: Mayor

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: November 14, 2018

Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Engineer:	Apex Engineering Group	Engineer's Project No.:	18.102.0001
Project:	Central Generation Station	Contract Name:	Electrical Construction
Bidder:	JDP Electric, Inc.		
Bidder's Address: 803 28 St S, Fargo ND 58103			

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 14, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, contingent on North Dakota Department of Health approval, for:

Contract C – Electrical Construction for Wastewater Treatment Facility Central Generation Station project.

The Contract Price of the awarded Contract is: **\$ 326,516.00.**

- [5] unexecuted counterparts of the Agreement accompany this Notice of Award
- a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Timothy J. Mahoney
 Title: Mayor

Copy: Engineer

NOTICE OF AWARD

Date of Issuance: November 14, 2018

Owner: City of Fargo, ND Owner's Contract No.: WW1701
Engineer: Apex Engineering Group Engineer's Project No.: 18.102.0001
Project: Central Generation Station Contract Name: Mechanical Construction
Bidder: Manning Mechanical

Bidder's Address: 4210 19 Ave N, Fargo ND 58102

TO BIDDER:

You are notified that Owner has accepted your Bid dated November 14, 2018 for the above Contract, and that you are the Successful Bidder and are awarded a Contract, contingent on North Dakota Department of Health approval, for:

Contract B – Mechanical Construction for Wastewater Treatment Facility Central Generation Station project.

The Contract Price of the awarded Contract is: \$ 540,000.00.

- [5] unexecuted counterparts of the Agreement accompany this Notice of Award
[X] a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): N/A

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: Timothy J. Mahoney

Title: Mayor

Copy: Engineer

November 19, 2018

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, North Dakota 58102

**RE: Memorandum of Offer to Landowner
Permanent Easement
Project WW1705- Meter Vault Installation**

Dear Commissioners:

As you may recall, the sewer agreement between Fargo and West Fargo included a volumetric component of \$3.00/1000 gallons of treated wastewater for billing purposes. The agreement also spelled out that Fargo would install and own the point of connection/meter vault for purposes of monitoring, calibration and maintenance. West Fargo was responsible for the installation of the conveyance force main from their collection system to the point of connection/meter vault.

Dakota Underground was awarded the contract as the apparent low bidder for the West Fargo force main and lift station improvements (West Fargo Project No.1308). In October, both Fargo and West Fargo approved utilizing a change order with the West Fargo/Dakota Underground contract to speed up the process, eliminate coordination, and completion issues that could arise with multiple contractors. The West Fargo force main installation and connection to the meter vault is to be completed by May 2019. The installation of the meter vault structure and associated costs were included in the 2018 Wastewater Infrastructure Rate Fund 521 3065.

Enclosed you will find a Memorandum of Offer to Landowner document for the acquisitions of a permanent easement in association with Project WW1705. A final purchase price has been reached at this time and we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineers office and Wastewater Utility recommend purchase.

Recommended Motion

Approve and authorize purchase of a permanent easement from Elwood Jay Brand, in association with Project WW1705 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

C: Shawn Bullinger
Nancy Morris
Bruce Grubb

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project WW-1705	County Cass	Parcel(s) 60-0000-02187-010
Landowner Elwood Jay Brand		
Mailing Address 5617 19th Ave N Fargo, ND 58102		

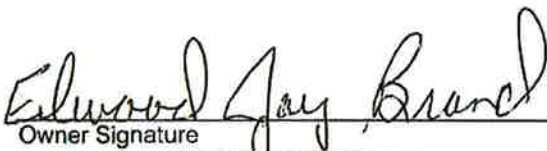
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

The North 50.00 feet of the South 150.00 feet of the West 100.00 feet of the SW 1/4 of Section 28, Twp. 140 N., Rge. 49 W.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 4,187.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>4,187.50</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>4,187.50</u>

*Description of Damages to Remainder are as follows:


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **ELWOOD JAY BRAND**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

That part of the Southwest Quarter (SW1/4) of Section 28, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, further described as follows:

The North 50.00 feet of the South 150.00 feet of the West 100.00 feet of the Southwest Quarter (SW1/4) of Section 28, Township 140 North, Range 49 West of the 5th Principal meridian, Cass County, North Dakota.

Said parcel contains 0.115 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or

upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 14th day of NOVEMBER, 2018.

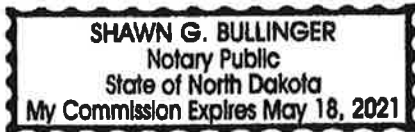
GRANTOR:

Elwood Jay Brand
Elwood Jay Brand

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

On this 14th day of NOVEMBER, 2018, before me, a notary public in and for said county and state, personally appeared Elwood Jay Brand, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)



Shawn G. Bullinger
Notary Public
CASS County, NORTH DAKOTA

The legal description was prepared by:
Advanced Engineering
and Environmental Services, Inc.
4170 28th Ave. S.
Fargo, ND 58104

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

24

November 19, 2018

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, North Dakota 58102

RE: Resolution Prescribing Fees – Hauled Liquid Waste Disposal at the Wastewater Treatment Facility

Dear Commissioners:

Currently the Wastewater Treatment Facility (WTF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$200,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property.

To allow haulers to dispose at the WWTF, a permit is issued for a \$250 fee, and a volumetric rate of \$55/1000 gallons disposed is charged to the haulers. These fees have not been increased since I have started as the Utility Director in 2006. This service requires random testing, administrative and operator assistance as well as wear on infrastructure.

At this time, the Wastewater Utility is recommending to an increase to the volumetric rate of \$70/1000. Below is Chapter 17 of the City of Fargo Sewer Use Ordinance re: Sewerage rates and rules.

17-0401. - Sewerage rates and rules

The city reserves the right to change the rates for the use and availability of sewerage service from time to time, by resolution, and at all times to make such sewerage service restrictions, rules, and regulations as, in the judgment of the board of city commissioners may be necessary; provided, that the schedules of such rates and charges shall be such as will provide the amounts required, over and above the current expenses of operation and maintenances for depreciation, replacement, and improvement of said utility which will keep the same in a state of efficiency corresponding to the progress of such sewerage utilities generally, including payment of principal and interest and creation and maintenance of reserves securing such payments on any bond issued to finance or refinance improvements thereto, in accordance with the resolutions and ordinances authorizing such bonds. Sewerage rates, surcharges, discounts, penalties, service, or advance charges shall be those established by the board of city commissioners by resolution:

Recommended Motion

Approve the attached resolution prescribing rates for hauled liquid waste disposal at the Wastewater Treatment Facility.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

MEMORANDUM

TO: Board of City Commissioners
FROM: Jim Hausauer, Wastewater Utility Director *JH*
SUBJECT: Hauled Liquid Waste Disposal Rates
DATE: November 14, 2018

Resolution to increase the treatment fee for hauled liquid waste disposal to \$70/1000 gallons at the Wastewater Treatment Facility for the 2019 budget year.

Recommended Motion:

Approve the resolution prescribing charges for hauled liquid waste disposal effective January 1, 2019.

RESOLUTION PRESCRIBING RATES AND CHARGES
FOR HAULED LIQUID WASTE

(effective January 1, 2019)

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 17-0401 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by applicants for permits for hauling of liquid waste and by said permitted haulers upon their disposal into the City Wastewater Treatment Facility of said liquid waste; said rates and charges to take effect January 1, 2019; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2019 shall remain in full force and effect:

- A. PERMIT FEE – annual fee for commercial liquid waste haulers\$250 per annum
Permits are issued upon request and application by proposed liquid waste hauler and the permit fee shall be payable no later than:
 - 1. the anniversary date of the initial issuance of said permit; and,
 - 2. the date of the first disposal at the City Wastewater Treatment Facility following said anniversary date.

- B. TREATMENT FEE for hauled liquid waste disposal at the Wastewater Treatment Facility (City of Fargo)\$70 per 1000 gallons

Mayor

Attest:

City Auditor

COMMISSIONER _____ introduced the foregoing resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____ . The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA

Type: Resolution- Hauled Liquid Waste Fee

Location: Wastewater Treatment Facility

Date of Hearing: 11-1-2018

Routing Date
 City Commission 11-5-2018
 Project File _____

Jim Hausauer, Wastewater Utility Director, presented attached Resolution prescribing fees associated with hauled liquid waste disposal at the Wastewater Treatment Facility (WWTF). Currently the Wastewater Treatment Facility (WTF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$200,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property. To allow haulers to dispose at the WWTF, a permit is issued for a \$250 fee, and a volumetric rate of \$55/1000 gallons disposed is charged to the haulers. These fees have not been increased since I have started as the Utility Director in 2006. This service requires random testing, administrative and operator assistance as well as wear on infrastructure. At this time, the Wastewater Utility is recommending to an increase to the volumetric rate of \$70/1000. Chapter 17 of the City of Fargo Sewer Use Ordinance re: Sewerage rates and rules, states that fees shall be established by commission resolution.

MOTION:

On a motion by Mark Miller, seconded by Troy Hall, the Utility Committee approved the Resolution Prescribing Fees associated with hauled liquid waste disposal at the WWTF.

COMMITTEE:	Present	Yes	No	Unanimous	X
				<u>X</u>	
				<u>Proxy</u>	
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance					
Brian Ward, Water Plant Superintendent		X			
Mark Miller, Wastewater Plant Supt.		X			
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director		X			
Jim Hausauer, Wastewater Utility Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			
Brenda Derrig, City Engineer					

ATTEST:



Jim Hausauer
 Wastewater Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

26

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-F1 Type: Change Order #1 & Time Extension

Location: Roberts St from 2nd - 4th Ave N Date of Hearing: 11/13/2018
5th St from 3rd Ave N to approx. 150' s of 3rd Ave N

Routing Date
City Commission 11/19/2018
PWPEC File X
Project File Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #1, in the amount of \$30,054.22, bringing the total contract amount to \$1,567,113.22.

Master Construction has also requested a 7-day time extension due to delays outside of the Contractor's control and additional work being added to the project.

Staff is recommending approval of Change Order #1, in the amount of \$30,054.22, and 7-day time extension as shown below:

Table with 3 columns: Original Completion Dates, Revised Previously, Revised This Memo. Content: Substantial - October 19, 2018, -, Substantial - October 26, 2018

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 & time extension as shown above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$30,054.22, bringing the total contract amount to \$1,567,113.22 and the time extension to the substantial completion date.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

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

COMMITTEE

- Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Includes checkmarks and name Ryan Erickson.

ATTEST:

C: Kristi Olson

B. E. D. Brenda E. Derrig, P.E. City Engineer

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Manager
Date: November 6, 2018
Re: Improvement District #BR-18-F1 – Change Order # 1 & Time Extension

Background:

Improvement District #BR-18-F1 is for replacement of the water main, street reconstruction and incidentals on Roberts St from 2nd Ave N to 4th Ave N and 5th St from 3rd Ave N to approximately 150 feet south of 3rd Ave N.

Change order #1 is for additional items added during construction on 5th Street and at the Roberts Commons parking garage as well as an extension to the substantial completion date.

Master Construction (Master) is the prime contractor for Improvement District #BR-18-F1.

5th Street Asphalt Transition:

During construction it was determined that the grade change at the 5th St/3rd Ave intersection would be steeper than desired with the current design. To fix the grading issue approximately 12 feet of existing asphalt on 3rd Ave would need to be removed and Master would need to install a new asphalt transition. As asphalt is not a bid item for the project the transition is an added item. The cost to complete the 5th St asphalt transition is \$17,864.90.

Safety Flaggers for Entry/Exit at Roberts Commons Parking Garage:

The reconstruction of Roberts St required the replacement of the approach to the Roberts Commons Parking Ramp. While replacing the approach, there was a period of 17 calendar days that the ramp access was down to one lane for both entry and exit traffic. For safety reasons, it was requested that the Contractor provide two flaggers from 7 am to 7 pm, Monday through Saturday. The cost for the flaggers is \$12,189.32.

The total Change Order #1 amount is \$30,054.22 with an original contract amount of \$1,537,059.00 making the new contract amount \$1,567,113.22.

Additional Time Request:

Along with the additional cost for the items described above an extension to the Substantial Completion Date has been requested for the following:

Detector Loop: While removing the approach at the Roberts Commons Parking Garage the Contractor ran into an unknown detector loop that needed to be removed and replaced. This work delayed the Contractor for 3 days.

Dillard Sidewalk: While setting sidewalk grades in front of the Dillard Building on Roberts Street the Owner questioned the elevation of the sidewalk in relation to the building. Following discussions between the City and the Owner minor adjustments needed to be made. The adjustments caused rework for Master over a weekend halting progress for 4 days.

I am requesting the 7 days be added to the original Substantial Completion Date of October 19.

Recommended Motion:

Approve the described additional items increasing the contract amount to \$1,567,113.22 and time extension of the Substantial Completion Date to October 26, 2018.

SEO/klo
Attachment

C: Thomas Knakmuhs



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No BR-18-F1 Change Order No 1
 Project Name Water Main Replacement, Street Reconstruction & Incidentals
 Date Entered 10/24/2018 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: Additional Items and Substantial Completion Extension Request

This change order is for the following items added to the project:
 Asphalt transition from newly constructed section of 5th Street to existing pavement on 3rd Ave N
 Safety Flaggers for Entry/Exit at Roberts Commons Parking Garage.

Also, an extension is requested to the substantial completion date for items described in the attached memo.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	131	Extra - Paving	LS	0.00	0.00	0.00	1.00	1.00	30,054.22	30,054.22
									Paving Sub Total (\$)	30,054.22

Summary

Source Of Funding Sales Tax Funds - Infrastructure - 420, Special Assessments
 Net Amount Change Order # 1 (\$) 30,054.22
 Previous Change Orders (\$) 0.00
 Original Contract Amount (\$) 1,537,059.00
 Total Contract Amount (\$) 1,567,113.22

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/19/2018		7.00	0.00	10/26/2018	

Description



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED

APPROVED DATE

For Contractor
Title *Pres*

Department Head *[Signature]*
Mayor
Attest

11/13/18



1572 45th St NW
 Fargo ND, 58102
 701-237-4950

INVOICE TO: City of Fargo
 200 3rd St. N
 Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK:

BR-18-F1 (FM ASPHALT)

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
1				\$0.00
2				\$0.00
3				\$0.00

\$0.00

Materials

Line Item	SUBCONTRACTOR DESCRIPTION	SUB COST	QUANTITY	TOTAL
1	FM ASPHALT	\$16,538.00	1	\$16,538.00

Total Cost= \$16,538.00

MARKUP INCLUDING 10% ON FIRST \$10,000 AND 5% ON REMAINDER= \$1,326.90

Total with Markup= \$17,864.90

Total Amount \$17,864.90

FM Asphalt, LLC

PO Box 857

Moorhead, MN 56561

Invoice

Date	Invoice #
8/9/2018	948

Bill To
Master Construction Box 788 Fargo, ND 58107

P.O. No.	Terms	Project
	Net 15	232-18

Quantity	Description	Rate	Amount
47.45	Asphalt Street Patch at North End of 5th St. N. as per Jason Winter - 8" Thick	0.00	0.00
	Tons: Asphalt Base Course - July 30, 2018	200.00	9,490.00
35.24	Tons: Asphalt Wear Course - July 31, 2018	200.00	7,048.00
	Sales Tax	7.375%	0.00
		Total	\$16,538.00



1572 45th St NW
 Fargo ND, 58102
 701-237-4950

INVOICE TO:

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

CONTACT:

DESCRIPTION OF WORK:

BR-18-F1 (LABOR MASTERS)

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
1				\$0.00
2				\$0.00
3				\$0.00
				\$0.00

Materials

Line Item	SUBCONTRACTOR DESCRIPTION	SUB COST	QUANTITY	TOTAL
1	LABOR MASTERS	\$3,547.84	1	\$3,547.84
2	LABOR MASTERS	\$4,049.64	1	\$4,049.64
3	LABOR MASTERS	\$3,535.20	1	\$3,535.20
Total Cost=				\$11,132.68
MARKUP INCLUDING 10% ON FIRST \$10,000 AND 5% ON REMAINDER=				\$1,056.64
Total with Markup=				\$12,189.32

Total Amount \$12,189.32



LABOR MASTERS

Labor Masters
 1404 33rd St.S Unit C
 FARGO, ND 58103
 Phone: (701) 566-8755
 Fax: (701) 566-8756

DATE	INVOICE #
09/16/2018	01-27166

Bill To
Master Construction 1572 45th St NW FARGO, ND 58102

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer #	Amount	Balance Due
Due Upon Receipt	2096	\$3547.84	\$3547.84

ROBERTS & 2ND AVE N

Order #	Date	Name	Position	Item	Bill Rate	Bill Hours	Amount
75779	09/11/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75845	09/12/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75914	09/13/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25.25	10.50	\$265.13
75914	09/13/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	1.50	\$56.82
75972	09/14/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
76034	09/15/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
75779	09/11/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75925	09/13/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75977	09/14/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	8.50	\$214.63
75977	09/14/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	3.50	\$132.58
76039	09/15/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
75845	09/12/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
						120.00	\$3547.84

Reg: 79.00	DT:	Invoice #: 01-27166	Sub Total:	\$3547.84
OT: 41.00	Other:	Office #: 01		
Total Hours: 120.00			Total This Invoice:	\$3547.84
			Pay This Amount:	\$3547.84

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Bill To
Master Construction 1572 45th St NW FARGO, ND 58102



Labor Masters
 1404 33rd St.S Unit C
 FARGO, ND 58103
 Phone: (701) 566-8755
 Fax: (701) 566-8756

DATE	INVOICE #
09/23/2018	01-27246

LABOR MASTERS

Bill To
Master Construction 1672 45th St NW FARGO, ND 58102

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer #	Amount	Balance Due
Due Upon Receipt	2096	\$4049.64	\$4049.64

ROBERTS & 2ND AVE N

Order #	Date	Name	Position	Item	Bill Rate	Bill Hours	Amount
76239	09/20/2018	BOOMER, KELLY	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76291	09/21/2018	BOOMER, KELLY	FLAGGING	Regular Pay	\$25.25	9.75	\$246.19
76291	09/21/2018	BOOMER, KELLY	FLAGGING	Overtime Pay	\$37.88	2.25	\$85.23
76345	09/22/2018	BOOMER, KELLY	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
76052	09/17/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76060	09/17/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76112	09/18/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76173	09/19/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76239	09/20/2018	JACKSON, ORLANDO	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76104	09/18/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76170	09/19/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76291	09/21/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	5.50	\$138.88
76291	09/21/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	6.50	\$246.22
76345	09/22/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
						144.00	\$4049.64

Reg: 111.25 DT:	Invoice #: 01-27246	Sub Total:	\$4049.64
OT: 32.75 Other:	Office #: 01		
Total Hours: 144.00		Total This Invoice:	\$4049.64
		Pay This Amount:	\$4049.64

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Bill To
Master Construction 1572 45th St NW FARGO, ND 58102



LABOR MASTERS

Labor Masters
 1404 33rd St.S Unit C
 FARGO, ND 58103
 Phone: (701) 566-8755
 Fax: (701) 566-8756

DATE	INVOICE #
09/30/2018	01-27314

Bill To
Master Construction 1572 45th St NW FARGO, ND 58102

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer #	Amount	Balance Due
Due Upon Receipt	2096	\$3535.20	\$3535.20

ROBERTS & 2ND AVE N

Order #	Date	Name	Position	Item	Bill Rate	Bill Hours	Amount
76373	09/24/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76444	09/25/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76509	09/26/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76589	09/27/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	4.00	\$101.00
76589	09/27/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	8.00	\$303.04
76658	09/28/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
76373	09/24/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76438	09/25/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76505	09/26/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76580	09/27/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	4.00	\$101.00
76580	09/27/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	8.00	\$303.04
76650	09/28/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
						120.00	\$3535.20

Reg: 80.00 DT:	Invoice #: 01-27314	Sub Total:	\$3535.20
OT: 40.00 Other:	Office #: 01		
Total Hours: 120.00		Total This Invoice:	\$3535.20
		Pay This Amount:	\$3535.20

Please Remit Payment To
Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Bill To
Master Construction 1572 45th St NW FARGO, ND 58102

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-17-G1

Type: Change Order #2

Location: Roberts Alley, 2nd – 4th Ave N

Date of Hearing: 11/13/2018

<u>Routing</u>	<u>Date</u>
City Commission	11/19/2018
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, regarding Change Order #2, in the amount of \$36,312.00, bringing the total contract amount to \$534,619.00.

Staff is recommending approval of Change Order #2, in the amount of \$36,312.00.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$36,312.00, bringing the total contract amount to \$534,619.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
Letter of Credit required (per policy approved 5-28-13)

Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Project Engineer
Date: November 8, 2018
Re: Improvement District #AN-17-G1 (PC Alley Paving & Incidentals) – Change Order #2

Background:

Improvement District #AN-17-G1 is for the reconstruction and incidentals in the Roberts Alley between 2nd and 4th Avenue North.

The attached change order in the amount of \$36,312.00 increases the total contract amount to \$534,619.00. This is for additional work as shown on Change Order #2.

This Improvement District is funded by sales tax and special assessment.

Recommended Motion:

Approve Change Order #2 in the amount of \$36,312.00 for this work.

KLS/klo
Attachment

C: Brenda Derrig



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Improvement District No	AN-17-G1	Change Order No	2
Project Name	P. C. Concrete Alley Paving & Incidentals		
Date Entered	8/20/2018	For	Key Contracting 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: additions for business access and telco conduit system

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	14	F&I Pavement 7" Thick Reinf Conc	SY	1,541.00	0.00	1,541.00	100.00	1,641.00	109.00	10,900.00
	16	F&I Crushed Conc - 6" Thick	SY	200.00	0.00	200.00	210.00	410.00	14.00	2,940.00
								Paving Sub Total (\$)		13,840.00
Utility Conduit system	20	F&I Conduit 2" Dia	LF	4,355.00	650.00	5,005.00	1,600.00	6,605.00	13.00	20,800.00
	34	F&I Pull Box Polymer Conc	EA	8.00	0.00	8.00	1.00	9.00	1,672.00	1,672.00
								Utility Conduit system Sub Total (\$)		22,472.00

Summary

Source Of Funding	Special Assessments, Utility Funds - Wastewater - 521
Net Amount Change Order # 2 (\$)	36,312.00
Previous Change Orders (\$)	102,651.00
Original Contract Amount (\$)	395,656.00
Total Contract Amount (\$)	534,619.00



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	09/01/2018	Current Final Completion Date	10/01/2018	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	09/01/2018	New Final Completion Date	10/01/2018
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description	
APPROVED	
For Contractor	Key Contracting
Title	yp
APPROVED DATE	11/15/18
Department Head	
Mayor	
Attest	

28

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. TM-18-A1 Type: Change Order #1

Location: Citywide Date of Hearing: 11/13/2018

<u>Routing</u>	<u>Date</u>
City Commission	11/19/2018
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Change Order #1, in the amount of \$33,887.90, bringing the total contract amount to \$451,112.40.

Staff is recommending approval of Change Order #1, in the amount of \$33,887.90.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$33,887.90, bringing the total contract amount to \$451,112.40.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Funds

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)

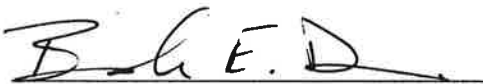
<u>Yes</u>	<u>No</u>
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Brenda Derrig, City Engineer
Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	Ryan Erickson
<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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Manager
Date: November 7, 2018
Re: Change Order #1 for Project #TM-18-A1 Pavement Markings & Incidentals

Background:

Improvement District TM-18-A1 is for the citywide pavement marking project

Northstar Safety is the prime contractor on this project.

The attached Change Order in the amount of \$33,887.90, which increases the total contract amount to \$451,112.40, is for additional work as shown on Change Order #1. A full description of the additional work can be seen on the attached change order.

Recommended Motion:

Approve Change Order #1 in the amount of \$33,887.90.

JDM/klo

Project No	TM-18-A1	Change Order No	1
Project Name	Pavement Markings & Incidentals		
Date Entered	9/20/2018	For	Northstar Safety 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:		misc extra work various locations											
various locations city wide													
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 (\$)			
Pavement Markings	1	Paint Epoxy Line 4" Wide	LF	7,800.00	0.00	7,800.00	2,991.25	10,791.25	2.00	5,982.50			
	3	Paint Epoxy Line 8" Wide	LF	500.00	0.00	500.00	125.00	625.00	5.00	625.00			
	4	Paint Epoxy Line 16" Wide	LF	649.00	0.00	649.00	47.00	696.00	5.00	235.00			
	5	Paint Epoxy Line 24" Wide	LF	1,500.00	0.00	1,500.00	424.00	1,924.00	13.00	5,512.00			
	6	Paint Epoxy Message	SF	200.00	0.00	200.00	64.00	264.00	14.00	896.00			
	7	F&I Grooved Plastic Film 4" Wide	LF	500.00	0.00	500.00	350.00	850.00	6.50	2,275.00			
	9	F&I Grooved Plastic Film 8" Wide	LF	5,000.00	0.00	5,000.00	837.00	5,837.00	8.00	6,696.00			
	11	F&I Grooved Plastic Film 24" Wide	LF	3,500.00	0.00	3,500.00	330.00	3,830.00	33.80	11,154.00			
	12	F&I Grooved Contrast Film 7" Wide	LF	17,655.00	0.00	17,655.00	36.00	17,691.00	8.90	320.40			
	14	Obliterate Pavement Markings	SF	100.00	0.00	100.00	48.00	148.00	4.00	192.00			
										Pavement Markings Sub Total (\$)		33,887.90	

Summary	
Source Of Funding	Traffic Engineering Funds - 101
Net Amount Change Order # 1 (\$)	33,887.90
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	417,224.50
Total Contract Amount (\$)	451,112.40



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME			
Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion
09/21/2018	10/21/2018	0.00	0.00
Description		New Substantial Completion Date	New Final Completion Date
		09/21/2018	10/21/2018
APPROVED			
APPROVED		APPROVED DATE	
For Contractor	NICK ENGELAND	Department Head	
Title	VICE PRESIDENT	Mayor	11/15/18
		Attest	

29

November 14, 2018

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

**Re: Memorandum of Offer to Landowner
Permanent Easement (Storm Sewer) - Project #BN-16-H1**

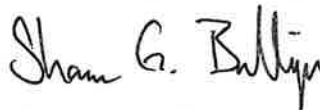
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #BN-16-H1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Plecity Kowalski Construction, Inc.** in association with Project #BN-16-H1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-16-H1	County Cass	Parcel(s) 01-8418-00020-000
Landowner Plecity Kowalski Construction, Inc.		
Mailing Address 5949 53rd Ave S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

The southerly 15.00 feet of the westerly 10.00 feet of Lot Two (2), Block One (1) of Dittmer Subdivision, City of Fargo.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 975.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>975.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>975.00</u>

*Description of Damages to Remainder are as follows:

-an additional \$375.00 was included with the minimum payment amount for tree moving.

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:



Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

30a

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

November 13, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

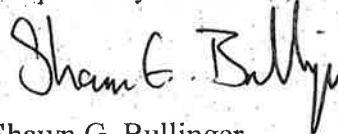
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Clark & Sherri D. Erickson** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 4A
Landowner Clark & Sherri D. Erickson		
Mailing Address 310 51 Ave E West Fargo, ND 58078		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 898.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>898.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>898.00</u>

*Description of Damages to Remainder are as follows:



Owner Signature
Signature hereby constitutes acceptance of offer as presented above.



Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 4A
Landowner Clark & Sherri D. Erickson		
Mailing Address 310 51 Ave E West Fargo, ND 58078		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 898.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u> </u>
Easement and Access Control	\$	<u>898.00</u>
Improvements on Right of Way*	\$	<u> </u>
Damages to Remainder	\$	<u> </u>
Total Offer	\$	<u>898.00</u>

*Description of Damages to Remainder are as follows:

Sherri Erickson
Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

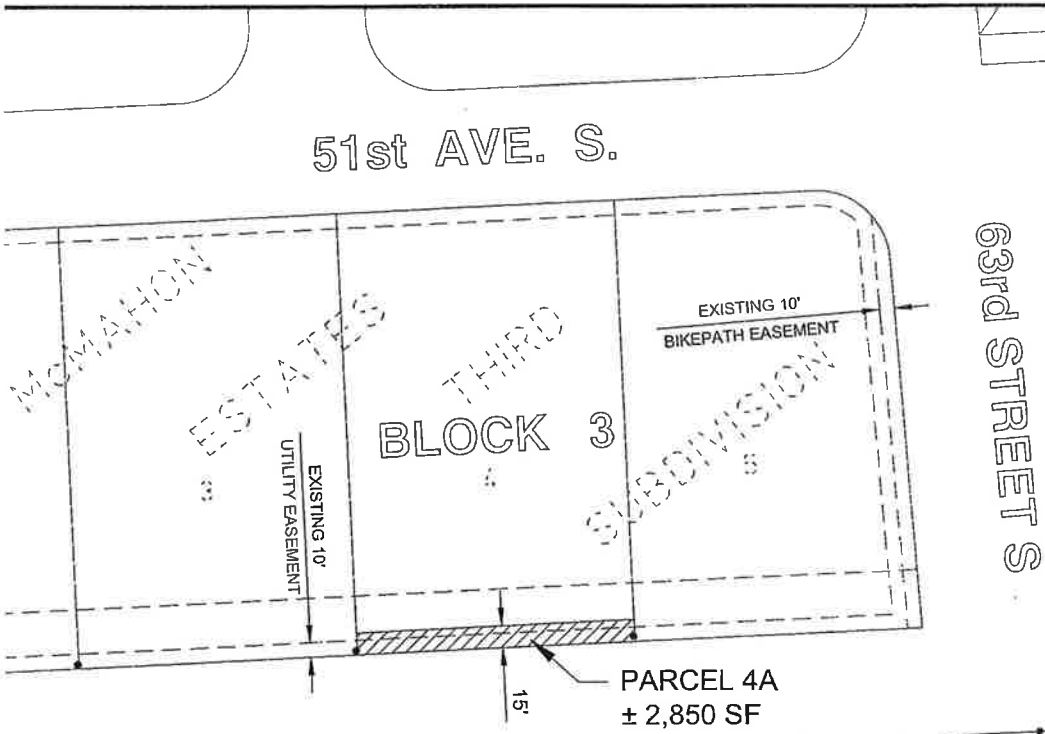
MAYOR

SIGNATURE

DATE

PARCEL 4A
 PART OF LOT 4, BLOCK 3
 MCMAHON ESTATES THIRD SUBDIVISION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: CLARK & SHERRI D ERICKSON



52nd AVE. S.



Description- Parcel 4A: (Temporary Construction Easement)

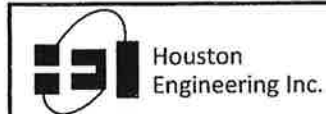
The South 15.00 feet of Lot 4, Block 3, McMahon Estates Third Subdivision, in the City of West Fargo, Cass County, North Dakota.

Said tract contains 2,850 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0145

PART OF LOT 4, BLOCK 3, MCMAHON ESTATES THIRD SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

H:\Fargo\JEN\6000\6059\18_6059_145 - 52nd Ave. Design\CAD\EXHIBITS\Easement Exhibit.dwg-Exhibit 4-8/15/2018 1:07 PM-(kstroud)

November 13, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Minnkota Power Cooperative, Inc.** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 10A
Landowner Minnkota Power Cooperative, Inc.		
Mailing Address Box 13200 Grand Forks, ND 58208		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,206.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>2,206.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>2,206.00</u>

*Description of Damages to Remainder are as follows:

[Handwritten Signature]
Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Minnkota Power Cooperative

[Handwritten Signature]

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

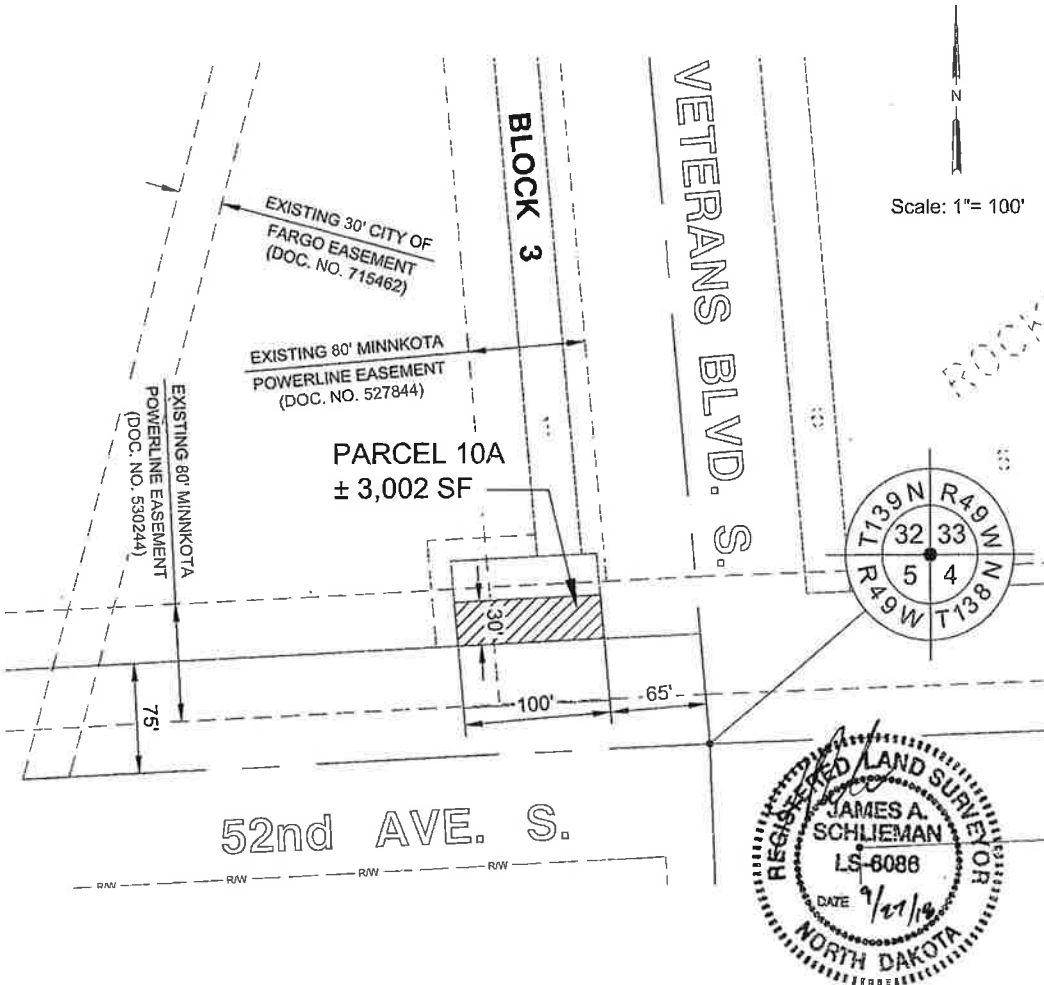
SIGNATURE

DATE



PARCEL 10A
 PART OF THE WEST 100' OF THE EAST 165' OF
 THE NORTH 100' OF THE SOUTH 133' OF THE
 SE 1/4, SEC. 32, T139N, R49W, CITY OF FARGO,
 CASS COUNTY, STATE OF NORTH DAKOTA

OWNER: MINNKOTA POWER
 COOPERATIVE, INC.



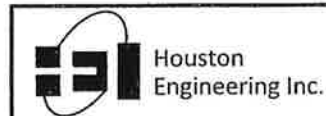
Description- Parcel 10A: (Temporary Construction Easement)

The North 30.00 feet of the South 105.00 feet of the West 100.00 feet of the East 165.00 feet of the Southeast Quarter of Section 32, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota.

Said tract contains 3,002 square feet, more or less.

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE
 BASED ON THE CITY OF
 FARGO GIS COORDINATE
 SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0145

PART OF THE SE 1/4, SEC. 32, T139N, R49W
 CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

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November 5, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Fred M. Hector, Jr. Revocable Trust** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 2A
Landowner Fred M. Hector, Jr. Revocable Trust		
Mailing Address 6816 University Dr S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 15,440.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>15,440.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>15,440.00</u>

*Description of Damages to Remainder are as follows:

Fred M Hector

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

Description- Parcel 2A: (Temporary Construction Easement)

The South 40.00 feet of the North 140.00 feet of Government Lot 1, less the East 100.00 feet thereof, together with the South 20.00 feet of the North 160.00 feet of the West 107.00 feet of said Government Lot 1, Section 4, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, together with

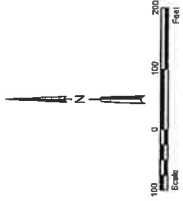
That part of the South 40.00 feet of Government Lot 2 lying easterly of the easterly line of a tract of land described in Document No. 1330250, on file at the Cass County Recorder's Office, together with the South 20.00 feet of the North 160.00 feet of the East 515.00 feet of said Government Lot 2, all in Section 4, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota.

Said tract contains 2.458 acres, more or less.

LEGEND

- IRON MONUMENT FOUND
- MEASURED BEARING S59°27'46"E
- MEASURED DISTANCE 105.00'
- TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



No.	Revisions	Date	By	Fargo	P: 701.237.5065 F: 701.237.5101	Drawn by KNS	Checked by JAS	Date 8-6-18	Scale AS SHOWN	PARCEL 2A	SHEET
										52nd AVENUE SOUTH FARGO, NORTH DAKOTA	



Houston Engineering Inc.



November 1, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Bradley A. Anderson** and **Yuki Anderson** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 3A
Landowner Bradley A. & Yuki Anderson		
Mailing Address 226 51 Ave E West Fargo, ND 58078		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

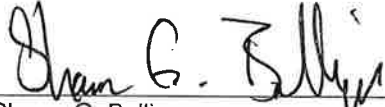
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 898.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u> </u>
Easement and Access Control	\$	<u>898.00</u>
Improvements on Right of Way*	\$	<u> </u>
Damages to Remainder	\$	<u> </u>
Total Offer	\$	<u>898.00</u>

*Description of Damages to Remainder are as follows:



 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 3A
Landowner Bradley A. & Yuki Anderson		
Mailing Address 226 51 Ave E West Fargo, ND 58078		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 898.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>898.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>898.00</u>

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



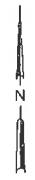
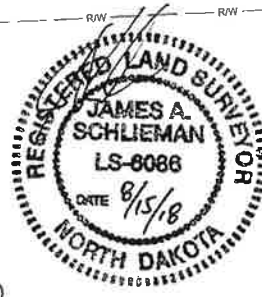
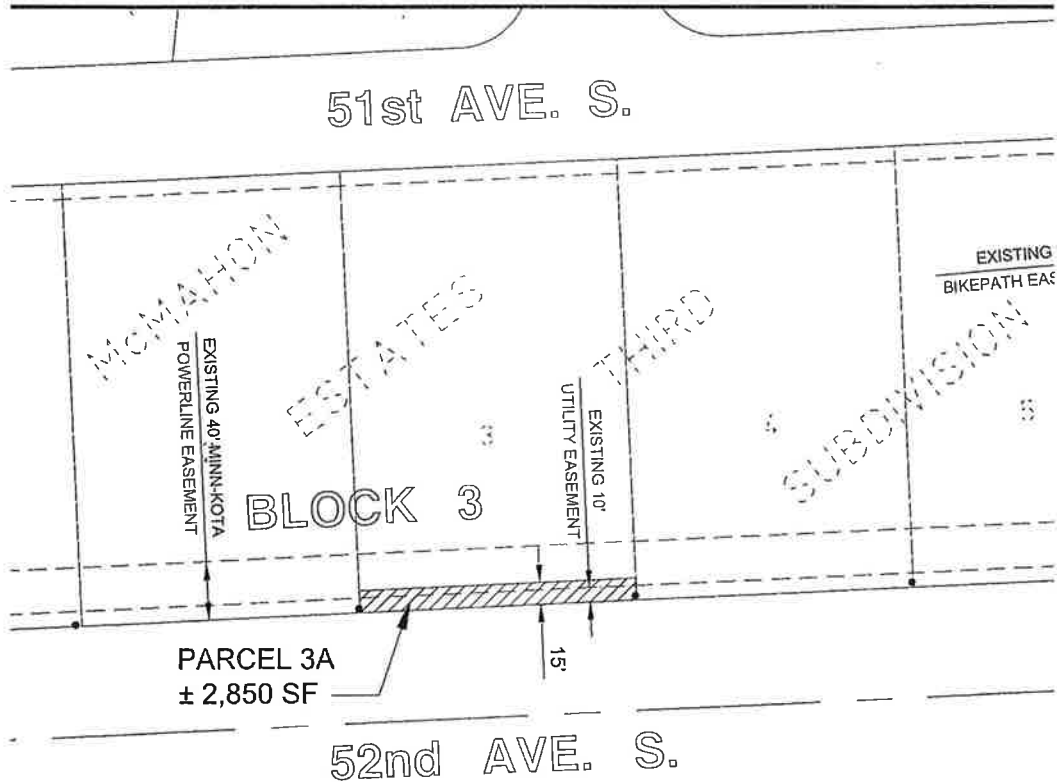
Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PARCEL 3A
 PART OF LOT 3, BLOCK 3
 MCMAHON ESTATES THIRD SUBDIVISION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: BRADLEY A & YUKI ANDERSON



Description- Parcel 3A: (Temporary Construction Easement)

The South 15.00 feet of Lot 3, Block 3, McMahon Estates Third Subdivision, in the City of West Fargo, Cass County, North Dakota.

Said tract contains 2,850 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 3, BLOCK 3, MCMAHON ESTATES THIRD SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
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