

FARGO CITY COMMISSION AGENDA
Monday, November 20, 2017 - 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 6, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Waive requirement to receive and file the Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
 - a. Amending Article 13-10 of Chapter 13 of the Fargo Municipal Code Relating to Aquatic Venues.
 - b. Amending Article 21-04 of Chapter 21 of the Fargo Municipal Code Relating to the International Building Code.
- 2. Receive and file General Fund – Budget to Actual through October 31, 2017 (unaudited).
- 3. Six-month extension of the Class “FA” Alcoholic Beverage License for the Green Mill.
- 4. Receive and file Investment Performance Report for the Quarter Ended 9/30/17.
- 5. Three-year Mail Service Agreement, with the option of a 2-year extension, with American Mail House, Inc. for mail handling services.
- 6. Applications for Games of Chance:
 - a. Home Builders Care Fargo – Moorhead for a raffle on 3/16/18.
 - b. Fargo Angels Hockey Club for a calendar raffle from 12/1/17 to 12/3/17.
 - c. Fargo Angels Hockey Club for a calendar raffle from 12/10/17 to 3/4/18.
- 7. Tax exemptions for improvements made to buildings:
 - a. Kevin and Jeanne Moug, 4406 Carrie Rose Lane South (3 year).
 - b. Todd D. and Kristina M. Olson, 2967 Peterson Parkway North (3 year).
 - c. Kathleen A. Durben-Cooper and Williams Flavis, 1305 4th Street North (5 year).
 - d. Todd Plath, 220 8th Street South, Unit D2 (5 year).
 - e. Conrad J. Klinkhammer, 1422 10th Avenue South (5 year).
 - f. Leon S. Heinrich, 301 Forest Avenue North (5 year).
 - g. Patrick A. and Annette K. Schultz, 1731 Whitestone Circle South (5 year).
 - h. Kina Wong, 910 10th Street South (5 year).
 - i. Kina Wong, 910 10th Street South (5 year).
 - j. Steven P. and Stacy R. Stenerson, 2110 Sterling Rose Lane South (5 year).
 - k. Jessica L. and Kyle K. Sandvik, 217 26th Avenue North (5 year).

- i. Gerald M. and Gail A. Gabrielson, 419 24th Street South, Unit 2 (5 year).
 - m. Fonda L. Lunde, 2012 28th Avenue South (3 year).
8. Purchase of Service Agreement with the ND Department of Human Services, Behavioral Health Division for substance abuse prevention (2017).
9. Purchase of Service Agreement with the ND Department of Human Services, Behavioral Health Division for substance abuse prevention (2018).
10. Resolution Approving Inspection Fees, License Fees, Permit Fees and Reinstatement Fees – Environmental Health for 2018.
11. Recommendation from the PEC to eliminate the 18-month promotion policy for Public Works Equipment Operators, to start new Equipment Operators at Level II and to reclassify the current Equipment Operator I's to Equipment Operator II's effective upon approval.
12. Bid award for winter pruning operations (RFP17314).
13. Negative Final Balancing Change Order No. 1 in the amount of -\$315.75 for Project No. UR-16-B1.
14. Change Order No. 3 for an increase of \$73,118.34 for Project No. FM-15-B2.
15. Change Order No. 2 for an increase of \$17,716.20 for Project No. FM-17-B1.
16. Change Order No. 1 for an increase of \$39,597.95 for Project No. TR-17-A1.
17. Sole Source Procurement with PerkinElmer Health Sciences, Inc. for a new atomic absorption spectrophotometer in the amount of \$48,537.04 (Project No. WA1301).
18. Change Orders for Project No. WA1301:
 - a. No. 12 for an increase of \$144,218.00 for the general construction contract.
 - b. No. 10 for an increase of \$66,868.12 for the mechanical construction contract.
19. One year guaranteed cost contract extension with Aqua-Pure Inc. for polymer chemicals at the Water Treatment Plant.
20. Bid award for snow removal services at bus shelters and hubs.
21. Proposed change to Route 24 effective 12/1/17.
22. Bid award of one dual auto side load refuse packer (RFP17324).
23. Bid award of one used asphalt paver (RFP17323).
24. Bid award for police squad set-ups (RFP17322).
25. Bid award for Project No. UR-17-C1.
26. Contract and bond for Project No. FP-17-A1.
27. Bills.
28. Time extension to 5/14/18 for substantial completion of Improvement District No. TN-16-F1.

29. Change Order No. 3 for an increase of \$16,225.14 for Improvement District No. BR-17-C1.
30. Amended Engineers Report for Improvement District No. BR-18-B.
31. Amended Engineers Report for Improvement District No. PR-17-B.
32. Create Improvement District No. NR-17-A.
33. Contract and bond for Improvement District No. BN-16-H1.

REGULAR AGENDA:

34. Applications for abatement or refund of taxes #'s 4469, 4470 and 4471 submitted by Kendric M. Olson of Paradigm Tax Group representing Wal-Mart Real Estate Business Trust for property at 3757 55th Avenue South, 4731 13th Avenue South and 4831 13th Avenue South for the 2015 tax year reducing the valuations on said properties.
35. Applications for abatement or refund of taxes #'s 4465 and 4466 submitted by Blake Newell of J. W. Chatum & Associates representing Coborn's, Inc. on property at 1401 33rd Street South for the 2016 and 2017 tax years reducing the valuation from \$9,600,000.00 to \$5,589,810.00.
36. Public Hearings - 5:15 pm:
 - a. Application filed by Cathedral Lofts, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 719 7th Street North which the applicant will use in the operation of a thirty-four, one-bedroom apartment project.
 - b. Renaissance Zone Project for Power Plate Meals LLC for a commercial lease project located at 621 2nd Avenue North.
 - c. Transfer of a Class "H" Alcoholic Beverage License from River Smash, LLC d/b/a Smashburger to Colvingsod Concepts, LLC d/b/a Smashburger at 1801 45th Street South.
 - d. Application filed by Off the Hook Seafood, LLC d/b/a Deep Blue Seafood for a Class "GH" Alcoholic Beverage License at 4480 23rd Avenue South, Suite 4.

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

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



Office of the City Attorney

City Attorney
Erik R. Johnson

November 14, 2017

Assistant City Attorney
Nancy J. MorrisBoard of City Commissioners
City Hall
200 3rd Street North
Fargo, ND 58102**RE: FMC Article 13-10—adoption of model aquatic health code and additional amendments**

Dear Commissioners:

I enclose for first reading the enclosed ordinance that amends Article 13-10 pertaining to regulation of swimming pools and other aquatic facilities. At your July 17th meeting you directed me to prepare this amendment. I have been working with Grant Larson, Chris Ohman and Aaron Johnson from Environmental Health. By this ordinance, the City will adopt the Model Aquatic Health Code which was promulgated by the United States Center for Disease Control. The enclosed ordinance also modified our existing swimming pool regulations, at Article 13-10, to facilitate the enforcement of these safety regulations for aquatic facilities. In particular, you will see that there is an administrative penalty or fine that will be payable in the event that a public, or commercial, swimming pool opens for public use after it has been ordered closed by health department because of an imminent health hazard. Grant Larson with Environmental Health will be present to respond to any questions you might have.

SUGGESTED MOTION: I move to waive the receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Sections 13-1001, 13-1001.1, 13-1001.2, 13-1002, 13-1003, 13-1008, 13-1009, 13-1012 and 13-1013 of Article 13-10 of Chapter 13 of the Fargo Municipal Code Relating to Aquatic Venues.

Sincerely,

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

Erik R. Johnson

ERJ/lmw

Enclosure



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING ARTICLE 13-10 OF CHAPTER 13
2 OF THE FARGO MUNICIPAL CODE RELATING TO
3 AQUATIC VENUES

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

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

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

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

13 NOW, THEREFORE,

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

15 **Section 1. Amendment.**

16 Section 13-1001 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby
17 amended to read as follows:

18 13-1001. Definitions. —

- 19 1. ~~"Health department"~~ "Authority Having Jurisdiction" (also referred to as
20 "AHJ") and "health department" shall mean the health department of the city of Fargo.
- 21 2. "Certified Operator" shall mean the person ~~designated by the owner as~~
22 ~~responsible to operate and maintain the pool in compliance with this ordinance, and have~~
23 ~~having a current certification from the successful completion of at least one of the following~~
three courses: (a) the National Swimming Pool Foundation Certified Pool Operator course, (b)

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both Tech I and Tech II courses of the National Spa and Pool Institute and (c) the National Recreation and Park Association Aquatic Facility Operator course.

3. "Person" shall mean any individual, limited liability company, firm, partnership, association, corporation, company, society, government agency, club, business entity or organization of any kind.

4. "Pool" shall mean any structure, chamber, or tank containing an artificial body of water for recreational use including, without limitation, a competition pool, wading pool, splash pad, spa, lazy river, special purpose pool, plunge pool, water slide, flume, speed slide, wave pool, sand bottom pool, vortex pool and zero depth entry pool.

5. "Private residential pool" shall mean a pool connected with a single family residence or with a multi-unit owner-occupied complex, that is located on private property, and that is under the control of the property owner or owners, the use of which pool is limited to the owner or owners or the family members or invited guests of the owner or owners or of their families, is deeper than 2 feet, and has a recirculation system. A pool that is used for commercial purposes is not a private residential pool.

~~6. "Recreational aquatic facilities" shall mean water play areas used for bathing, swimming or barefooted activities that include one or more pools.~~

Section 2. Enactment.

Sections 13-1001.1 and 13-1001.2 of Article 13-10 of Chapter 13 of the Fargo Municipal Code are hereby enacted as follows:

13-1001.1 Model Aquatic Health Code Adopted-Amendments.—The installation, construction, enlargement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, operation and maintenance of pools in the city of Fargo, North Dakota, shall meet with the provisions of the 2016 edition of the Model Aquatic Health Code of the Center for Disease Control of the Department of Health and Human Services of the United States of America as the same are now established in said code, a copy of which is on file in the office of the city auditor for the city of Fargo, with the exception of the sections hereinafter set forth affecting local conditions in the city of Fargo, which sections shall be substituted for and in lieu of like sections or paragraphs in said Model Aquatic Health Code; and the board of city commissioners of said city of Fargo, by this section hereby approves and adopts such code, as so modified, for use and application in the city of Fargo, North Dakota.

13-1001.2. Modification of Model Aquatic Health Code.—The Model Aquatic Health Code as adopted in §13-1001.1 is hereby amended as follows:

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- 1. The following sections and paragraphs of Chapter 5 are hereby deleted in their entirety:

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Sections 5.4.2.1; 5.4.1.2; 5.7.5.9 and 5.12.2.1 and paragraphs 5.5.6.1.2; 5.6.2.10.1; 5.6.3.3.2; 5.6.7.4.2; 5.6.7.4.3; 5.6.9.3.9; 5.8.5.3.2; 5.8.5.4.3 and 5.8.5.4.4.

- 2. The following parts of Chapter 6 are hereby deleted in their entirety:

Parts 6.1 and 6.2.

- 3. Section 5.7.3.5.1 of Chapter 5 is hereby amended to read as follows:

Acceptable disinfectant and pH control chemicals ~~shall~~ may be delivered through an automatic chemical feed system upon adoption of this CODE.

- 4. Paragraph 5.7.3.7.1 of Chapter 5 is hereby amended to read as follows:

An AUTOMATED CONTROLLER capable of measuring the disinfectant residual (*FAC or bromine*) or surrogate such as ORP ~~shall~~ may be used to maintain the disinfectant residual in AQUATIC VENUES as outlined in MAHC 4.7.3.2.8.

- 5. Paragraph 5.9.2.4.1 of Chapter 5 is hereby amended to read as follows:

DISINFECTION and pH control chemicals shall be ~~automatically~~ introduced through the RECIRCULATION SYSTEM.

- 6. Paragraph 6.3.2.1.7 of Chapter 6 is hereby amended to read as follows:

List of Aquatic Facilities Requiring Qualified Lifeguards

Note: This list includes but shall not be limited to the following:

- 1) For new construction occurring from the date of acceptance of this CODE, any AQUATIC VENUE deeper than five feet (*1.5 m*) at any point;
- 2) Any AQUATIC VENUE that allows for unsupervised children under the age of 14 years;

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3) Any AQUATIC VENUE while it is being used for the recreation of youth groups, including but not limited to childcare usage or school groups;

4) Any AQUATIC VENUE while it is being used for group training must have dedicated lifeguards on DECK for class surveillance, sufficient to meet the requirements of MAHC 6.3.3.1, including but not limited to competitive swimming and/or sports, lifeguard training, exercise programs, and swimming lessons;

5) Any AQUATIC VENUE with a configuration in which any point on the AQUATIC VENUE surface exceeds 30 feet (9.1 m) from the nearest DECK;

6) Any AQUATIC VENUE with an induced current or wave action including but not limited to WAVE POOLS and LAZY RIVERS; and

~~7) Waterslide landing pools; and~~

~~8) Any AQUATIC VENUE in which BATHERS enter the water from any height above the DECK including but not limited to diving boards, DROP SLIDES, starting platforms, and/or climbing walls. This does not include POOL SLIDES.~~

7. Paragraph 6.3.1.1.2 of Chapter 6 is hereby amended to read as follows:

A QUALIFIED OPERATOR shall be on-site or immediately available within two hours during all hours of operation at an AQUATIC FACILITY that has:

- 1) More than two AQUATIC VENUES; or
- 2) An AQUATIC VENUE of over ~~50,000~~5,000 gallons of water; or
- 3) AQUATIC VENUES that include AQUATIC FEATURES with recirculated water; or
- 4) An aquatic venue used as a therapy pool; or
- 5) An AQUATIC VENUE used to provide swimming training.

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Section 3. Amendment.

1 Section 13-1002 of Article 13-10 of Chapter 13 of the Fargo Municipal Code is hereby
2 amended to read as follows:

3 13-1002. - Regulation by health department.—

4 1. The health department, and agents and employees thereof, shall have authority to
5 regulate the public health and safety in the city of Fargo concerning use, design, operation, and
6 maintenance of ~~recreational aquatic facilities~~ Aquatic Venues. The health department shall have
7 such authority to adopt regulations, rules, standards and practices. Such regulations, rules,
standards, and practices shall be approved by the board of city commissioners, are hereby adopted
by reference and fully incorporated herein, including any amendments hereinafter adopted, and
shall be controlling within the jurisdiction of the health department.

8 2. No person shall own, operate or allow to be occupied a ~~recreational aquatic~~
9 ~~facility~~ Aquatic Venue, except a private residential pool, without a license for such issued by the
health department pursuant to this article.

10 3. No person shall own, operate or allow to be occupied a private residential pool
11 unless said pool is completely encircled by a fence or other barrier at least five (5) feet in
12 height and with respect to any gates or doors for such fence or other ~~barrier~~ barriers, said gates
or doors are equipped with latches that allow them to be opened from the inside and the latches
13 must be capable of being locked to prevent access when the pool is unattended.

14 4. No person shall occupy an Aquatic Venue that has been closed and placarded for
15 closure by the health department, as provided in section 6.6.4 of the Model Aquatic Health Code
16 adopted herein, and no licensee shall allow such Aquatic Venue to be occupied after such closure
and placarding other than for the limited purposes of repairs, maintenance or other activities needed
17 to correct an imminent health hazard.

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Section 4. Amendment.

1 Sections 13-1003, 13-1008, 13-1009, 13-1012 and 13-1013 of Article 13-10 of Chapter
2 13 of the Fargo Municipal Code is hereby amended to read as follows:

3 13-1003. Health department approval of construction plans.—Before any construction,
4 alteration, addition, remodeling or other improvement to a ~~recreational aquatic facility, except a~~
5 ~~private residential pool,~~ an Aquatic Venue, the plans and specifications shall be approved by
6 the health department.

7 13-1008. Inspection by health department.--The health department may inspect or cause to
8 be inspected, all recreational aquatic facilities, including private residential pools, within the city at
9 such times as it may deem necessary to carry out the intent of this ordinance. The health
10 department is hereby authorized to enter upon any premises, private or public, to take such samples
11 of water from such pools at such times as it may deem necessary and to require the owner,
12 proprietor or operator to comply with rules and regulations pertaining to ~~recreational aquatic~~
13 ~~facilities~~ Aquatic Venues promulgated by the health department in accordance with this ordinance,
14 and as approved by the board of city commissioners. In the event of the failure of compliance after
15 due notice with the rules and regulations and requirements of the health department or the
16 requirements of this ordinance, the health department shall have the power to abate or cause a
17 suspension of the use of such ~~recreational aquatic facility~~ Aquatic Venue or private residential pool
18 until such time as the same is, in the opinion of the health department, no longer a menace or a
19 hazard to health, safety or morals.

20 13-1009. Periodic inspection and testing by the health department.--All ~~recreational aquatic~~
21 ~~facilities~~ Aquatic Venues in use shall be sampled and tested for water quality at intervals to be
22 determined by the health department. The allowable limits and frequency of such tests shall be as
23 determined by the health department.

24 13-1011. Licensing and Fees.—A license shall be issued when investigation has
25 determined that the recreational aquatic facility and its method of operation will conform to the
26 requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only
27 for the location, unless revoked for cause, for the time period indicated. The license shall be posted
28 in a conspicuous place in the ~~recreational aquatic facility~~ Aquatic Venue. Fees shall be set by
29 resolution of the board of city commissioners and shall be sufficient to cover the actual expenses of

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1 administering and enforcing this program, including the expenses of inspecting. The fee for the
2 periodic tests required in 13-1009 shall be established by resolution of the board of city
3 commissioners. Periodic inspection and testing fees shall be at the expense of the ~~recreational~~
4 ~~aquatic facility~~ Aquatic Venue.

5 13-1012. License-Compliance and revocation.

6 A. All licensees shall comply with the requirements of the regulations, rules, standards and
7 practices promulgated and adopted as set forth in section 13-1002. The health department
8 may revoke any license to operate a ~~recreational-aquatic facility~~ Aquatic Venue or; may
9 direct any ~~recreational-aquatic facility~~ Aquatic Venue facility to close upon violation of this
10 chapter including a violation of the adopted regulations, rules, standards and practices; and
11 including the failure to pay the administrative penalty imposed pursuant to this section; or
12 may both order such closure and revoke such license.

13 1. When the health department has revoked a ~~recreational-aquatic facility~~ Aquatic Venue
14 license, the person in charge:

15 A.a. Shall immediately close the pool for use by anyone;

16 B.b. Shall be notified in writing by the health department that the ~~recreational-aquatic~~
17 ~~facility~~ Aquatic Venue license is immediately revoked upon service of the notice and
18 the suspension shall remain in effect until a hearing with the health department
19 occurs. If the health department finds the operation to be in compliance with the
20 requirements of this chapter, the ~~recreational-aquatic facility~~ Aquatic Venue facility
21 may reapply for a new license;

22 C.c. May request a hearing by filing a written request for a hearing with the health
23 department within 10 days of receipt of the notice of revocation; and,

D.d. Shall be notified, if a written request for a hearing is not filed within 10 days that the
revocation shall be sustained.

Any ~~recreational-aquatic facility~~ Aquatic Venue owner whose license has been revoked may,
at any time, make written application for a re-inspection for the purpose of re-applying for a
license. The application shall include a statement, signed by the owner, that, in the owner's
opinion, the conditions causing the revocation have been corrected.

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A new license may be issued if the health department determines that conditions which prompted the revocation no longer exist.

1 2. When the health department has ordered an Aquatic Venue to be closed and
2 has placarded the same to prohibit use until an imminent health hazard is
3 corrected, as provided in section 6.6.4 of the Model Aquatic Health Code,
4 adopted herein, if the licensee or agent or employee of the licensee either
5 fails to close said pool or said licensee, agent or employee thereof opens the
6 pool for occupancy or use prior to approval of the AHJ, then, in addition to
7 any other remedies provided herein, administrative penalties may be
8 imposed upon the licensee as follows:

- 9 a. For a first offense: a \$500 monetary penalty;
10 b. For a second offense within the prior twelve-month period since the
11 date of the prior offense: a \$1000 monetary penalty plus a period of
12 suspension of the violator's license to be determined by the
13 administrative board, below, or if said board's decision is appealed,
14 by the board of city commissioners; and,
15 c. For a third or any subsequent such offense occurring within the prior
16 twelve-month period since the next previous offense: a \$1000
17 monetary penalty plus a period of suspension of the violator's
18 license to be determined by the administrative board, below, or if
19 said board's decision is appealed, by the board of city
20 commissioners.

21 3. Administrative Board-Notice of Violation-Procedure for Hearing-Appeals.
22 There is hereby established a three-member administrative board consisting of
23 the health officer, the director of public health and the city auditor. When an
 Aquatic Venue has been ordered closed and placarded by the health department,
 as authorized by law, and subsequently the health department determines that
 the Aquatic Venue either has not been closed, has not remained closed or has
 been unlawfully allowed to be occupied prior to approval of the AHJ, then the
 health department may cause a notice of violation to be delivered to the licensee,
 which notice shall describe the nature of the violation, the date or dates said
 violation existed, and the amount of the administrative penalty being sought by
 such notice. Upon receipt of the notice of violation, the licensee may admit to

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1 the violation, pay the monetary administrative penalty and make arrangements
2 with the health department for implementation of the suspension of the
3 licensee's license within ten (10) days or a public hearing before the
4 administrative board will be scheduled by the health department. A hearing
5 shall be set by the health department and a notice of said hearing issued to the
6 licensee specifying the time and place of the hearing and further describing the
7 reason for said hearing. The notice shall be served upon the licensee. No
8 hearing shall be held until at least ten (10) days after the date of service of the
9 notice. The licensee shall have a right to be heard at the hearing. After
10 receiving the evidence at the hearing, the administrative board shall make a
11 determination as to the facts that occurred and issue a written decision,
12 determined by a majority vote of the members of the administrative board, to be
13 served upon the licensee. If an administrative penalty is imposed, the written
14 decision must identify the amount of the administrative fine in the amount set
15 forth herein and the date by which it must be paid and it must provide the dates
16 of commencement and completion of any period of suspension of the license.
17 The licensee may appeal the decision of the administrative board by filing a
18 written notice of appeal of said decision with the health department within ten
19 days of the date of service of the administrative board's written decision upon
20 the licensee. A hearing of said appeal shall be set by the city commission
21 specifying the time and place of the hearing and notice of the same shall be
22 served upon the licensee. At the hearing of the appeal to the board of city
23 commissioners, the licensee shall be allowed to make any statements or
arguments and fully argue its case but it will not be entitled to a trial de novo.
The decision of the board of city commissioners shall be based on a review of
the evidence presented to the administrative board along with a record of the
hearing and based upon a review of the findings and decision of the
administrative board along with the statements and arguments of the licensee
presented to the board of city commissioners to determine whether to affirm or
reverse the decision of the administrative board. The decision of the board of
city commissioners shall be served on the licensee, such decision being subject
to further appeal in accordance with Chapter 28-34 of the North Dakota Century
Code. Service of notices of hearing or of decisions of the administrative board or
the board of city commission shall be completed in the same manner as

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provided by law for the service of a summons in a civil action (Rule 4, North Dakota Rules of Civil Procedure).

4. As provided in the Model Aquatic Health Code, Section 6.6.4, within 15 days of the closure and placarding of an Aquatic Venue, the operator of the Aquatic Venue may request an opportunity to be heard and present proof that continued operation of the facility does not constitute a danger to the public health.

13-1013. Pool operator certification. --Every commercial facility Aquatic Venue must have at least one certified operator on staff to operate or to help operate the facility.

Section 5. 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 7. Effective Date.

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



16

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 14, 2017

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

RE: Amendment of FMC Section 21-0408 regarding Dangerous Buildings

Dear Commissioners:

In working with the Inspections Department, it came to my attention that in sending dangerous building notices to owners who are absent from the City, letters must be sent by "registered" to the last known address of the owner. Throughout the City's ordinances and throughout typical rules of procedure for litigation matters, it is typically the practice for deliveries of items by mail to be sent by "certified" mail rather than by registered mail. The enclosed ordinance makes that change. This change would assist the inspections department greatly. I have enclosed a draft amending ordinance for your consideration.

SUGGESTED MOTION: I move to waive the receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Section 21-0408 of Article 21-04 of Chapter 21 of the Fargo Municipal Code Relating to the International Building Code.

Sincerely,

Erik R. Johnson

ERJ/lmw

cc: Bruce Taralson

Enclosure



OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 21-04 OF CHAPTER 21
OF THE FARGO MUNICIPAL CODE RELATING TO
THE INTERNATIONAL BUILDING CODE

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.

Article 21-04 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

ARTICLE 21-04

Section
21-04 Dangerous Buildings, §§21-0401 to 21-0412.

* * *

21-0408. Owner absent from the city.--All notices or orders provided for herein shall be sent by ~~registered~~ certified mail to such owner, occupant, lessee or mortgagee, and all other persons having an interest in said building, to the last known address of each, and a copy of such notice shall be posted in a conspicuous place on the "dangerous building" to which it relates. Such mailing and posting shall be deemed adequate service.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

Steven Sprague, City Auditor

②

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH OCTOBER 31, 2017
(UNAUDITED)**

	2017 BUDGET	2017 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 27,345,900	\$ 27,465,231	\$ 119,331
Licenses & Permits	3,932,940	3,364,189	(568,751)
Fines & Traffic Tickets	1,883,237	1,611,089	(272,148)
Intergovernmental Revenue	17,090,675	16,060,380	(1,030,295)
Charges for Services	14,559,322	12,697,423	(1,861,899)
Interest	2,274,150	2,855,217	581,067
Miscellaneous Revenue	852,266	832,859	(19,407)
Transfers In	11,136,310	11,317,480	181,170
Total Revenues	\$ 79,074,800	\$ 76,203,868	\$ (2,870,932)
EXPENDITURES:			
City Administrator	\$ 4,938,023	\$ 4,768,465	\$ 169,558
Finance	6,138,493	6,009,635	128,858
Planning & Development	3,911,216	3,216,789	694,427
Transit	6,156,707	5,683,532	473,175
Public Works	13,099,708	12,429,380	670,328
Fire Department	10,645,882	10,440,232	205,650
Police	16,021,914	15,663,020	358,894
Health	9,056,885	9,133,565	(76,680)
Library	3,418,406	3,421,648	(3,242)
Commission	518,284	475,057	43,227
Civic Center	363,027	323,381	39,646
Social Services	358,400	323,403	34,997
Capital Outlay	1,782,846	704,751	1,078,095
Vehicle Replacement/IT	1,870,786	827,041	1,043,745
Contingency	356,460	15,176	341,284
Transfers Out	2,467,409	2,383,210	84,199
Total Expenditures	\$ 81,104,446	\$ 75,818,285	\$ 5,286,161
Excess of Revenue Over (Under) Expenditures	\$ (2,029,646)	\$ 385,583	\$ 2,415,229

3

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Green Mill Liquor License
DATE: October 24, 2017

The Green Mill restaurant emailed the Auditor's office requesting an extension of time to use their class FA alcoholic beverage license. They have closed the restaurant and are remodeling the building with the hopes of opening a new concept by March 2018. The ownership group has not changed.

They are requesting a six month extension of ordinance 25-1512 on their liquor license to allow them time to remodel the building and open with a new concept. Extending the license until March 2018 will offer them time to finish the remodeling. I would recommend this extension.

Recommended Motion:

Approve a six month extension of ordinance 25-1512 until March 31, 2018 for The Green Mill class FA liquor license.

Steve Sprague

From: Mary Jule Erickson <maryjule@hightophospitality.com>
Sent: Tuesday, October 24, 2017 10:54 AM
To: Steve Sprague
Cc: Tim Kreiser; Paul Dzubnar; Mary Jule Erickson
Subject: RE: liquor license

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Hello Steve,

I just left you a voicemail as well, but wanted to inform you that the Green Mill in Fargo is currently closed and is being remodeled to open as a Crooked Pint in early 2018 under the same ownership and the same LLC.

We are requesting that the liquor license be extended from the date we closed, October 1, 2017 until we reopen in January or February of 2018. Can you let me know what we need to do on our part to request for an extension of the municipal code?

Thank you so much for bringing this to our attention.

Respectfully,
Mary Jule Erickson
GM Fargo, LLC



Mary Jule Erickson | President/CFO | [Hightop Hospitality](#) | 651-203-3100
1342 Grand Avenue | St. Paul, Minnesota 55105

From: Green Mill Fargo [mailto:fargo@greenmill.com]
Sent: Tuesday, October 24, 2017 7:59 AM
To: Mary Jule Erickson; Tim Kreiser
Subject: Fwd: liquor license

Susie Kunert
General Manager
Green Mill Fargo
701.298.8000

Get Outlook for Android

From: Steve Sprague
Sent: Tuesday, October 24, 7:14 AM
Subject: liquor license
To: Green Mill Fargo

4

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*

RE: THIRD QUARTER INVESTMENT STATUS REPORT

DATE: NOVEMBER 9, 2017

A report of City of Fargo investments is presented to you in accordance with a financial policy directive in 2014 to begin reporting this information directly to the City Commission. Our credit rating agencies best business practices include this process and we have previously discussed and concurred that this would enhance our financial reporting practices.

The report attached is a consolidated summary of our investment holdings. Individual portfolios are managed for various purposes and PFM Asset Management, LLC has been our investment advisor since 2012.

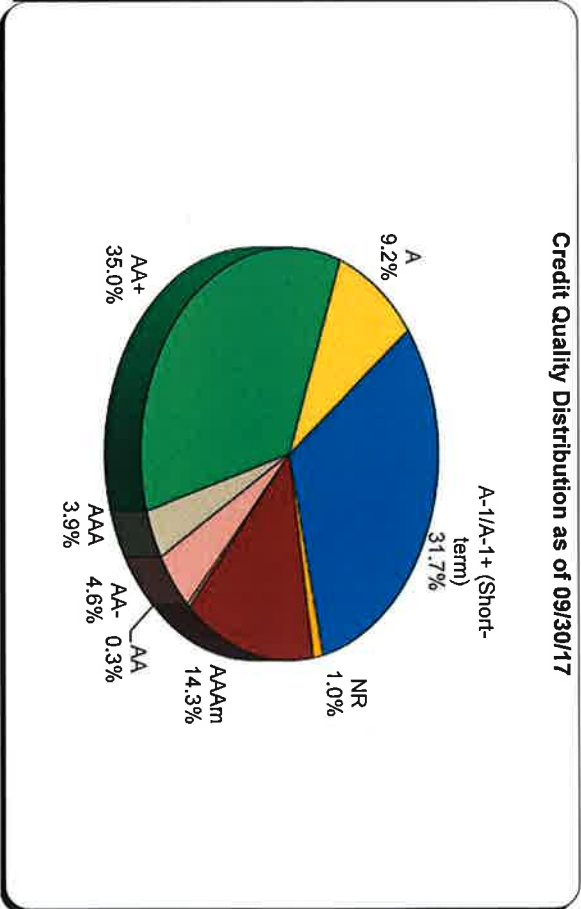
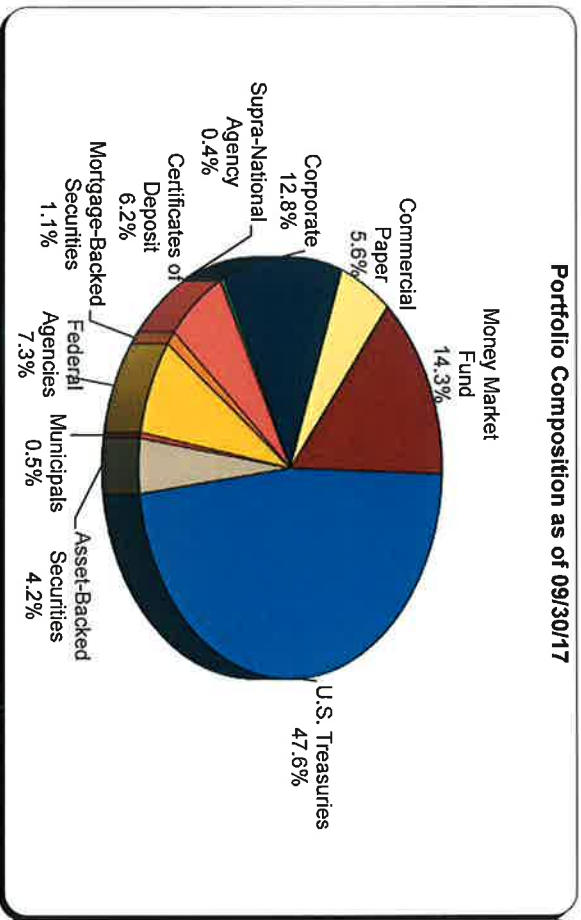
The Finance Committee periodically reviews changes in our asset management policies. The City Commission approves changes to our investment policies. Pension fund investments are not included in this report.

Suggested Motion:

Receive and file a report of City investment holdings as of September 30, 2017

Portfolio Composition and Credit Quality Characteristics – Combined

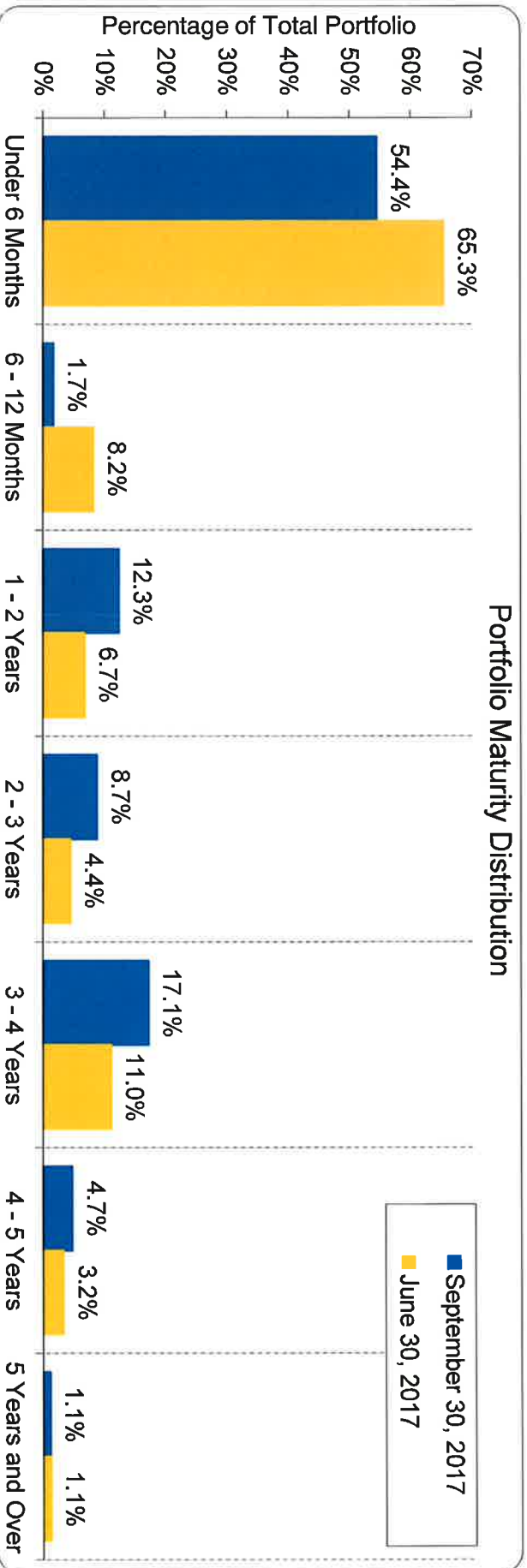
Security Type ¹	September 30, 2017	% of Portfolio	June 30, 2017	% of Portfolio
U.S. Treasuries	\$102,425,224	47.6%	\$92,707,466	41.8%
Federal Agencies	\$15,734,967	7.3%	\$16,548,065	7.5%
Mortgage-Backed Securities	\$2,403,696	1.1%	\$2,517,435	1.1%
Asset-Backed Securities / CMO	\$9,055,358	4.2%	\$8,014,501	3.6%
Commercial Paper	\$11,991,181	5.6%	\$41,889,218	18.9%
Certificates of Deposit	\$13,421,736	6.2%	\$13,038,394	5.9%
Corporate	\$27,441,241	12.8%	\$23,904,095	10.8%
Supra-National Agency	\$878,672	0.4%	\$878,780	0.4%
Municipals	\$984,894	0.5%	\$984,043	0.4%
Money Market Fund	\$30,827,931	14.3%	\$21,093,930	9.5%
Totals	\$215,164,900	100.0%	\$221,575,927	100.0%



Notes:
1. End of quarter trade date market values of portfolio holdings, including accrued interest.

Portfolio Maturity Distribution – Combined

Maturity Distribution ¹	September 30, 2017	June 30, 2017
Under 6 Months	\$117,083,498	\$144,735,784
6 - 12 Months	\$3,609,080	\$18,098,624
1 - 2 Years	\$26,497,099	\$14,932,480
2 - 3 Years	\$18,806,926	\$9,761,389
3 - 4 Years	\$36,816,539	\$24,401,813
4 - 5 Years	\$10,062,976	\$7,159,018
5 Years and Over	\$2,288,782	\$2,486,818
Totals	\$215,164,900	\$221,575,927



Notes:
 1. Callable securities and mortgage-back securities, if any, in the portfolio are included in the maturity distribution analysis to their legally stated final maturity date.

5

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Mail Handling Processing
DATE: November 16, 2017

Currently, most outgoing mail in the City of Fargo is brought to the central mail room where the Auditor's office staff adds the appropriate postage by processing the mail through a postage machine. The mail is then picked up by a courier and delivered to the post office.

The mail machine was purchased a number of years ago and is in need of a significant amount of repairs. The City leases the postage meter, a separate part of the mail machine, at an annual cost of approximately \$2,500. In an effort to improve efficiency and decrease costs, the Auditor's office requested an RFP for mail handling services to include picking up the mail, applying postage and delivering to the post office.

Two RFPs were received, one from The Forum and the other from American Mail House. Based on cost and prior experience with the vendor the recommendation is to enter into a 3 year contract (with the option of 2 additional years) with American Mail House. Their proposal is for a fixed \$130 a month plus actual postage costs.

By outsourcing the mail service, the Auditor's office staff will save approximately 7 ½ hours a week, this is time that will be spent performing our primary focus of providing customer service.

Recommended Motion:

Enter into a 3 year contract (with 2 year extension option) with American Mail House for mail handling services.

CITY OF FARGO REQUEST FOR PROPOSALS MAILING SERVICES

The City of Fargo is seeking proposals for qualified and experienced companies to provide mailing services to City Hall.

Proposals should be submitted to:

Office of the City Auditor
200 3rd Street North
Fargo, ND 58102

Proposals will be accepted until October 31, 2017.

The primary purpose of the request for proposals (RFP) is to enter into an agreement with a contractor to pick up out bound mail from City Hall, apply all appropriate postage, maintain accurate billing records and deposit out bound mail with the Postal Services on a daily basis (M-F).

The daily mail will consist of a mixed mailing from single sheet letters to multiple sheet envelopes and flats. Some mail will be sealed while others will be unsealed. Currently, the City is applying postage at a first class rate or a metered rate as appropriate. Approximately \$5,000 of postage is applied each month.

Proposals should separate the cost of handling the mail along with an estimate of the cost of the postage to be applied or anticipated savings to the City. The City can provide a deposit for the postage or pay the postage based on a monthly billing.

The initial contract will be for three (3) years, with the option to extend for two (2) additional years. Proposals should detail the handling cost for each year. The anticipated start date is December 1, 2017. Either party may terminate the contract with a 60 day notice.



Mail Service Agreement

City of Fargo
200 3rd St N
Fargo ND 58102

Full Service and Sorting Agreement

American Mail House, Inc. (AMH herin) proposes a Mail Service Agreement to City of Fargo (COF herin). Under this agreement, AMH agrees to provide the following services:

Metering and sorting service of letter size mail at **\$.46 per 1 oz piece, \$.67 per 2 oz piece**. Cost per piece will reflect current USPS first class rates for metered letter size mail. Occasional letter size piece weighing more than 2 oz and less than 3 oz meeting letter requirements will be billed at the **2 oz rate of \$.67 each**. Any letter size envelope greater than 1/4 inch thick or weighing more than 3 oz will be processed as a flat.

To provide metering of flat size mail at current USPS first class rates with a service charge of **\$.15 each**.

To provide metering of parcels, priority and certified mail or any other class of mail requiring zone lookup at current USPS first class rates with a service charge of **\$.50 each**. Express Mail metering provided at **\$1.00 each** with no guarantees of delivery before cutoff times at Post Office. In our years of experience UPS or Fed Ex has a better tracking and delivery service for next or even 2 day delivery needs.

A monthly service charge of **\$130.00** will be charged for mail pickup and accounting. AMH can provide itemized costs per department and provide a mail slip (pdf file) for each department for attaching to mail.

Our courier will pick up outgoing mail at approx _____ Monday through Friday excluding National Holidays or any other day the USPS will not accept presorted mail. On heavy mail days we ask that COF notify AMH and accommodate possible early pickups throughout the day at the discretion of AMH.

Presorted mail will be sorted on our MLOCR and all mail will be submitted to the Fargo Post Office.

AMH to provide monthly printouts of daily postage costs and services. AMH will invoice COF on a monthly basis to replenish prepaid account . AMH will provide COF with USPS equipment for mail handling.

City of Fargo agrees to the following:

COF agrees to deposit funds on account _____ to cover the monthly postage costs and services. We ask that unmetered mail be separated as sealed and unsealed and postage paid mail separated from unmetered. All inserts in unsealed mail must fit below the envelope flap fold to seal correctly.

COF is aware the USPS requires customers who presort mail to maintain and update their database once every 95 days. COF or AMH may apply a service endorsement ie "Return Service Requested" or any other USPS approved endorsement on all outgoing presorted mail. Please contact AMH for other options.

This agreement is effective _____.

This agreement is cancelable by either party upon a 60 day written notice.

Agreement Accepted By:

Proposal Submitted By:



October 30, 2017

Steven Sprague
Office of the City Auditor
200 3rd St. North
Fargo, ND 58102

Dear Steven,

Forum Communications Printing (FCP) would like to propose the following in response to the City of Fargo's RFP for City Hall Mailing Services.

FCP will pick up first class mail from City Hall at approximately 4pm daily (Monday through Friday). We will meter and deliver all mail to the USPS the same day. Based on daily volumes of approximately 300 pieces, the following daily charges and postage would apply:

- Daily pick-up fee - \$5.00 per day
- 1, 2 & 3 oz. Letters - Presort postage (currently \$.453 for all 3 weights) + \$.025 per piece
- 1 oz. - 13 oz. Flats - Full postage + \$.05 per piece
- 14 oz. + packages - Full postage + \$.25 per piece

Thank you so much for the opportunity to present this proposal. Please don't hesitate to contact me @ 701-476-2003 if you have any questions or need additional information. We look forward to your response. Have a great day!

Sincerely

A handwritten signature in black ink that reads "Heidi Wieland". The signature is written in a cursive, flowing style.

Heidi Wieland
Forum Communications Printing



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

low

\$25.00
 ✓ #1847
 11-9-17

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

Name of Non-profit Organization Home Builders Care Fargo - Moorhead		Date(s) of Activity 3/16/2018 to 3/16/2018		For a raffle, provide drawing date(s): 3-16-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Amanda Ohlsen		Title Accounting		Business Phone Number (701) 232-5846	
Business Address 1802 32nd Ave S		City Fargo		State ND	Zip Code 58103-9173
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Holiday Inn		Site Address 3803 13th Ave S			
City Fargo		State ND	Zip Code 58103-9173	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
Cash Raffle	Cash	\$500.00			
Total:					(Limit \$12,000 per year) \$ 500.00

Intended uses of gaming proceeds: Home Builders Care Fargo-Moorhead

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>Bruce Johnson</i>	Date 10/26/17	Title Ceo	Business Phone Number (701) 232-5846
--	-------------------------	---------------------	--



APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

\$25.00
#8898

66

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

Name of Non-profit Organization <i>Fargo Angels Hockey Club</i>		Date(s) of Activity <i>12-1-17 to 12-3-17</i>		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Steve Melus</i>		Title <i>Treasurer</i>		Business Phone Number <i>701-526-3307</i>	
Business Address <i>P.O. Box 3258</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58103</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>Southwest Ice Arena</i>		Site Address <i>4404 23rd Ave S</i>			
City <i>Fargo ND</i>		State <i>ND</i>	Zip Code <i>58103</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
<i>50/50 Raffle</i>	<i>Cash</i>	<i>\$3,000.00</i>			
Total:					(Limit \$12,000 per year) <i>\$ 3,000.00</i>

Intended uses of gaming proceeds: *To raise money to ^{put toward} ~~help our~~ ^{non-profit} our local youth hockey organization. to use to help grow our organization, to help put on a local youth tournament in which many local youth participate.*

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: \$ *8307.99* . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <i>11-15-17</i>	Title <i>Treasurer</i>	Business Phone Number <i>701-526-3307</i>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

\$25.00
V#8898

100

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

Name of Non-profit Organization Fargo Angels Hockey Club		Date(s) of Activity 12-10-17 to 3-4-18		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Steve Melhus		Title Treasurer		Business Phone Number 701-526-3307	
Business Address P.O. Box 3258		City Fargo		State ND	Zip Code 58103
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Angels Arena		Site Address 1401 5th Ave N			
City Fargo		State ND	Zip Code 58102	County CASS	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	\$3,000.00			
Total:					(Limit \$12,000 per year) \$ 3,000.00

Intended uses of gaming proceeds: to raise money to put toward our non-profit, local youth hockey organization including to help put on a local youth tournament in which many local youth participate.

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: **\$5307.99**. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 11-15-17	Title Treasurer	Business Phone Number 701-526-3307
--	-------------------------	---------------------------	--

CITY OF
Fargo
ASSESSMENT DEPARTMENT

Ta

November 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

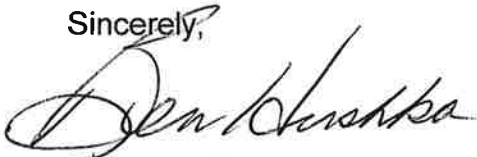
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 4406 Carrie Rose Ln. S. as submitted by Kevin & Jeanne Moug. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1520 with the City of Fargo's share being \$260.

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 KEVIN & JEANNE MOUG Phone No. _____

2. Address of Property 4406 CARRIE ROSE LN S
City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. LT 11 BLK 1
SUMMIT CHASE

4. Parcel Number 01-2940-00110-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner _____
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 LOWER LEVEL

7. Building Permit No. 171050 8. Year Built 1991

9. Date of Commencement of making the improvement 4/1/17

10. Estimated market value of property before improvement \$ _____

11. Cost of making the improvement (all labor, material and overhead) \$ 220,000

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 Kevin Moug Date 11/3/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
Assessor's Signature Den [unclear] Date 11/14/17

Action of Governing Body

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

Knoug 94@gmail.com



76

November 6, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2967 Peterson Pkwy N as submitted by Todd D. & Kristina M. Olson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$465 with the City of Fargo's share being \$80.

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 Todd + Kristina Olson Phone No. 701-200-3898

2. Address of Property 2967 Peterson Pkwy N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L+19 B1K 4 Edgewood Farms

4. Parcel Number 01-0735-007600W 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 & Remove wall

7. Building Permit No. 170902 8. Year Built 1984

9. Date of Commencement of making the improvement: June 2017

10. Estimated market value of property before improvement \$ 381,600

11. Cost of making the improvement (all labor, material and overhead) \$ 47,000

12. Estimated market value of property after improvement \$ 417,400

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 11/3/17

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/7/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

(70)

November 3, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

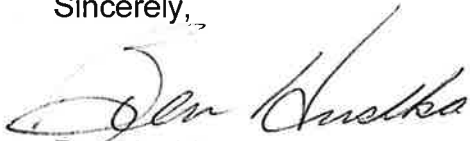
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1305 4 St N as submitted by Kathleen A Durben-Cooper & William Flavis. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$220 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 Kathleen Durben Cooper + William Flavis Phone No. 701-866-4433

2. Address of Property 1305 4 st N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed, Lt 2, B1K 3, Holes 1st

4. Parcel Number 01-1360-005902w 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). Construct addition to dwelling with full basement

7. Building Permit No. 162260 8. Year Built 1928

9. Date of Commencement of making the improvement October 2016

10. Estimated market value of property before improvement \$ 176,900

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

12. Estimated market value of property after improvement \$ 194,000

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 Kathleen Cooper, William Flavis Date Nov 2, 2018

Assessor's Determination

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

Assessor's Signature Don Hushka Date 11/3/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



A handwritten mark consisting of the letters "gd" inside a hand-drawn circle.

November 6, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 220 8 St S Unit D2 as submitted by Todd Plath. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$80 with the City of Fargo's share being \$5.

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 Todd Plath Phone No. 760/844-2151

2. Address of Property 220 8 Sts #D2
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
LTS 7-10 BIK 23 Original Townsite

4. Parcel Number 01-2240-02681-060 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same 19- 8th So #112
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). Remove walls / closet + Hallway to open to Living Room - Paint

7. Building Permit No. 170786 8. Year Built 1980

9. Date of Commencement of making the improvement May 2017

10. Estimated market value of property before improvement \$ 193,800

11. Cost of making the improvement (all labor, material and overhead) \$ 4000

12. Estimated market value of property after improvement \$ 200,000

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 Todd Plath Date 11-6-17

Assessor's Determination

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

Assessor's Signature Ben Nusske Date 11/7/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

Te

November 6, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

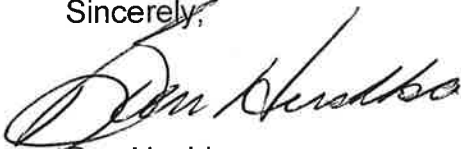
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1422 10 Ave S as submitted by Conrad J. Klinkhammer. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$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 Conrad Klinkhammer Phone No. 701-388-9420
2. Address of Property 1422 10 Ave S
City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. LT 7 B1K 3 Aldrich + Roberts
4. Parcel Number 01-0020-002600W 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). New Vinyl Siding
7. Building Permit No. 170337 8. Year Built 1920
9. Date of Commencement of making the improvement April 2017
10. Estimated market value of property before improvement \$ 162,100
11. Cost of making the improvement (all labor, material and overhead) \$ 1500
12. Estimated market value of property after improvement \$ 170,500

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 10/30/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 11/2/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

(7f)

November 2, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 301 Forest Ave N as submitted by Leon S. Heinrich. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$115 with the City of Fargo's share being \$20.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner	<u>Leon Heinrich</u>	Phone No.	<u>218-790-2784</u>
2. Address of Property	<u>301 Forest Ave 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>L+1 + P+of L+2, BIKI Edgewood 2nd</u>		
4. Parcel Number	<u>01-0730-000102W</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 Bathroom</u>		
7. Building Permit No.	<u>170 224</u>	8. Year Built	<u>1968</u>
9. Date of Commencement of making the improvement	<u>March 2017</u>		
10. Estimated market value of property before improvement		\$	<u>170,100</u>
11. Cost of making the improvement (all labor, material and overhead)		\$	<u>4,000</u>
12. Estimated market value of property after improvement		\$	<u>179,100</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Leon Heinrich</u> Date <u>10-31-17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Chuska</u> Date <u>10/2/17</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

79

November 3, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:


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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1731 Whitestone Cir S as submitted by Patrick A & Annette K Schultz. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$440 with the City of Fargo's share being \$75.

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 Patrick & Annette Schultz Phone No. _____

2. Address of Property 1731 Whitestone Cir S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
Lt. 27 Blk. 8 Southview Villages

4. Parcel Number 01-2840-01470-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1731 Whitestone Cir 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). Complete kitchen remodel;
Gut & Replace 2 Bathrooms

7. Building Permit No. 170935 8. Year Built 1975

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

10. Estimated market value of property before improvement \$ 254,000

11. Cost of making the improvement (all labor, material and overhead) \$ 73,000

12. Estimated market value of property after improvement \$ 288,100

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Annette Schultz Date 10/31/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 11/3/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

7h

November 9, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 910 10 St S. as submitted by Kina Wong. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$430 with the City of Fargo's share being \$75.

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 Kina Wong Phone No. 701-866-2365

2. Address of Property 901 10 Sts
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lts 11,12,13 BIK R Chas A Roberts

4. Parcel Number 01-2400-02430-20 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). Replace framing on all 3 floors

7. Building Permit No. 161567 8. Year Built 1900

9. Date of Commencement of making the improvement August 2016

10. Estimated market value of property before improvement \$ Included in

11. Cost of making the improvement (all labor, material and overhead) \$ BP #151716

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 Kina Wong Date 11-08-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Don Shulka Date 11/9/17

Action of Governing Body

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

**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 Kina Wong Phone No. 701/866-2365

2. Address of Property 901 10 Sts
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lts 11,12,13 BLK R Chas A Roberts

4. Parcel Number 01-240-0243000 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). Footings under front porch
Replace Concrete Basement Floor

7. Building Permit No. 151588 8. Year Built 1900

9. Date of Commencement of making the improvement February 2017

10. Estimated market value of property before improvement \$ Valued included

11. Cost of making the improvement (all labor, material and overhead) \$ In BP # 151716

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 Kina Wong Date 11-08-17

Assessor's Determination

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

Assessor's Signature Don Dunder Date 11/9/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



76

November 9, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of the applications for real estate tax exemption of building improvements for the property at 910 10 St S as submitted by Kina Wong. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$5080 with the City of Fargo's share being \$865.

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 Kina Wong Phone No. 701/866-2365

2. Address of Property 901 10 Sts

City FARGO State ND Zip Code _____

3. Legal description of the property for which the exemption is being claimed. _____
Lts 11,12,13 BIK R Chas A Roberts

4. Parcel Number 012400-02430W 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). Replace windows, siding & construct 2 DECKS

7. Building Permit No. 161995 8. Year Built 19W

9. Date of Commencement of making the improvement September 2015

10. Estimated market value of property before improvement \$ 151,800

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

12. Estimated market value of property after improvement \$ 213,000

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 11-08-17

Assessor's Determination

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

Assessor's Signature _____ Date _____

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 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 Kina Wong Phone No. 701/866-2365

2. Address of Property 901 10 St S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lts 11, 12, 13 BLK R Chas A. Roberts

4. Parcel Number 01-2400-024302W Residential Commercial Central Business District

5. Mailing Address of Property Owner ~~2501 Viking Cir S~~ Same
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). Full remodel of interior + exterior - Repair water Damage

7. Building Permit No. 151716 + 151204 8. Year Built 1900

9. Date of Commencement of making the improvement September 2015

10. Estimated market value of property before improvement \$ 318,600

11. Cost of making the improvement (all labor, material and overhead) \$ 85,000

12. Estimated market value of property after improvement \$ 476,300

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 *Kina Wong* Date 11-08-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature *Dea / Justka* Date 11/9/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

7j

November 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

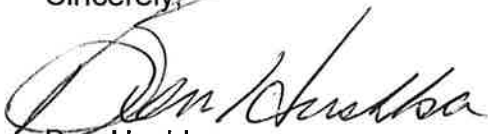
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2110 Sterling Rose Ln. S. as submitted by Steven P & Stacy R Stenerson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$0 with the City of Fargo's share being \$0.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

W 11 17

**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 STEVEN & STACY STENERSON Phone No. 701-700-6387

2. Address of Property 2110 STERLING ROSE LN S
City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. LT 3 BLK 1
ROSE CREEK ZMD

4. Parcel Number 01-2483-00020-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner _____
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). REPAIR WATER DAMAGE IN LOWER LEVEL

7. Building Permit No. 170004 8. Year Built 1991

9. Date of Commencement of making the improvement 10/25/17

10. Estimated market value of property before improvement \$ _____

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

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 10-25-17

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/14/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

7K

November 9, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

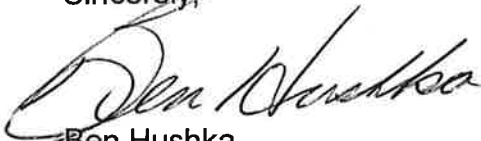
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 217 26 Ave N as submitted by Jessica L & Kyle K Sandvik. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$335 with the City of Fargo's share being \$55.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner	<u>Jessica & Kyle Sandvik</u>	Phone No.	<u>701/429-0447</u>
2. Address of Property	<u>217 26 Ave 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>L+5 BIKS Oral A Holm</u>		
4. Parcel Number	<u>01-1380-00630-00</u>	Residential <input type="checkbox"/>	Commercial <input checked="" 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>Refinish basement</u>		
7. Building Permit No.	<u>161833</u>	8. Year Built	<u>1957</u>
9. Date of Commencement of making the improvement	<u>January 2017</u>		
10. Estimated market value of property before improvement	\$	<u>191,800</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>17,000</u>	
12. Estimated market value of property after improvement	\$	<u>217,800</u>	

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date <u>11-9-17</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application <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>[Signature]</u> Date <u>11/14/17</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

72

November 14, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

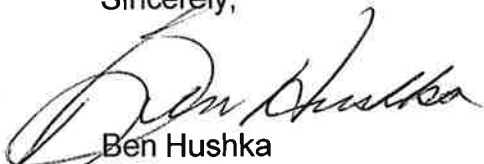
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 419 24 St. S Unit 2 as submitted by Gerald M. & Gail A. Gabrielson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$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 Gerald + Gail Gabrielson Phone No. 701/730-1652

2. Address of Property 419 24 St S #2

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
P+L+4 + A11 of 5, B1K 21 Egbert, O'Neil + Haqqarts

4. Parcel Number 01.0740.01960.020 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). Full Kitchen / Bath remodels + New flooring

7. Building Permit No. 170104 8. Year Built 1972

9. Date of Commencement of making the improvement February 2017

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

11. Cost of making the improvement (all labor, material and overhead) \$ 60,703

12. Estimated market value of property after improvement \$ 115,300

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 Gerald Gabrielson Date 3/1/17

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/15/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



A handwritten signature or initials "fm" enclosed within a hand-drawn circle.

November 14, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2012 28 Ave. S as submitted by Fonda L. Lunde. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$75 with the City of Fargo's share being \$15.

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 FONDA LUNDE Phone No. 701-293-3540

2. Address of Property 2012 28 AVE S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. W 35.32 FT OF
LT 9 BLK 3 HANS HALVERSON ADDITION

4. Parcel Number 01-1115-00531-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 2012 28 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). Installation of vinyl siding

7. Building Permit No. 172001 8. Year Built 1983

9. Date of Commencement of making the improvement 10-4-17

10. Estimated market value of property before improvement \$ 117,500

11. Cost of making the improvement (all labor, material and overhead) \$ 14,105.00

12. Estimated market value of property after improvement \$ 123,500

Applicant's Certification and Signature

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

Applicant's Signature Fonda Lunde Date 11-10-17

Assessor's Determination

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

Assessor's Signature Van Husk Date 11/15/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



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

8

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 9, 2017

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF
HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION
CONTRACT NO. #810-10815 CFDA NO. N/A, \$180,000

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention.

The following budget adjustment is required for this contract:

2017 Revenue:

SPF-Opioids/Alcohol 101-0000-334-10-18 \$12,726.00

If you have questions, please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

RR/la
Enclosure



PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street S, Fargo, ND 58103-2367, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from November 1, 2017, through September 30, 2018. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

- a. Increase implementation of effective prevention at the community-level:
 - By November 15, 2017, Vendor shall develop and submit a local dissemination plan for the "What is Prevention" video. Vendor shall implement the plan through September 30, 2018.
 - By January 31, 2018, Vendor shall complete and submit the Capacity Building Workbook to State.
 - By July 31, 2018, Vendor shall ensure at least one individual from the community completes the Substance Abuse Prevention Skills Training (SAPST), a four day training offered by State.
 - Vendor shall identify a community coalition or workgroup to serve as the local advisory/work group to the community's prevention work.
 - Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication and leverage, redirect and realign resources.
 - Vendor is required to participate in any Training and Technical Assistance (TTA) opportunities provided by State. Vendor can request additional technical assistance or support to State at any time.
- b. Following the Strategic Prevention Framework, address State's data-driven priorities:
 - i. Decrease underage drinking
 - ii. Decrease adult binge drinking and related consequences
 - iii. Decrease prescription opioid misuse and related consequences
 - By November 15, 2017, Vendor shall identify at least one data-driven priority by submitting to State a Needs Assessment worksheet, following the template in Attachment A.
 - By December 31, 2017, Vendor shall submit a logic model and implementation plan outlining the strategies and activities the community plans to implement, following the templates in Attachment B and Attachment C.

- The plan must contain at least two evidence-based strategies (and no more than four). See hyperlinks below for a menu of evidence-based strategies by data-driven priority:
 - Underage drinking strategies
 - Adult binge drinking strategies
 - Prescription drug/opioid abuse strategies
- Vendor shall implement strategies and activities through September 30, 2018.

Vendor is required to submit monthly reports on or before the 10th of each month to State, following the template in Attachment D.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required contract deliverables met to date, shall pay Vendor monthly payments of \$6,363. Total payment under this Agreement may not exceed \$69,993. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State

are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th Street S
Fargo, ND 58103-2367

OR ND Department of Human Services
Behavioral Health Division
1237 W Divide Ave, Suite 1C
Bismarck, ND 58501

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

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

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and

Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required

reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By Ruth Roman

By _____ DATE

Its Director of Public Health

Its Mayor, City of Fargo

Date November 9, 2017

45-6002069
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____
PAMELA SAGNESS, DIRECTOR
BEHAVIORAL HEALTH DIVISION DATE

By _____
AMY JANGULA JOHNSON
CONTRACT OFFICER DATE
Approved for form and content



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

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

9

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 9, 2017

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-10815 CFDA NO. N/A, \$180,000

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention.

The following budget adjustment is required for this contract:

2018 Expense:

Marketing	101-6010-451-34-20	\$10,000
General Supplies	101-6010-451-61-40	\$ 5,000

2018 Revenue:

SPF-Opioids/Alcohol	101-0000-334-10-18	\$57,267
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If you have questions, please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

RR/la
Enclosure



PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th Street S, Fargo, ND 58103-2367, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from November 1, 2017, through September 30, 2018. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

- a. Increase implementation of effective prevention at the community-level:
 - By November 15, 2017, Vendor shall develop and submit a local dissemination plan for the “What is Prevention” video. Vendor shall implement the plan through September 30, 2018.
 - By January 31, 2018, Vendor shall complete and submit the Capacity Building Workbook to State.
 - By July 31, 2018, Vendor shall ensure at least one individual from the community completes the Substance Abuse Prevention Skills Training (SAPST), a four day training offered by State.
 - Vendor shall identify a community coalition or workgroup to serve as the local advisory/work group to the community’s prevention work.
 - Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication and leverage, redirect and realign resources.
 - Vendor is required to participate in any Training and Technical Assistance (T/TA) opportunities provided by State. Vendor can request additional technical assistance or support to State at any time.
- b. Following the Strategic Prevention Framework, address State’s data-driven priorities:
 - i. Decrease underage drinking
 - ii. Decrease adult binge drinking and related consequences
 - iii. Decrease prescription opioid misuse and related consequences
 - By November 15, 2017, Vendor shall identify at least one data-driven priority by submitting to State a Needs Assessment worksheet, following the template in Attachment A.
 - By December 31, 2017, Vendor shall submit a logic model and implementation plan outlining the strategies and activities the community plans to implement, following the templates in Attachment B and Attachment C.

- The plan must contain at least two evidence-based strategies (and no more than four). See hyperlinks below for a menu of evidence-based strategies by data-driven priority:
 - Underage drinking strategies
 - Adult binge drinking strategies
 - Prescription drug/opioid abuse strategies
- Vendor shall implement strategies and activities through September 30, 2018.

Vendor is required to submit monthly reports on or before the 10th of each month to State, following the template in Attachment D.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required contract deliverables met to date, shall pay Vendor monthly payments of \$6,363. Total payment under this Agreement may not exceed \$69,993. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State

are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

Vendor shall secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools, or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor. The amount of any deductible or self retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The insurance required in this Agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative.
- 4) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
- 5) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th Street S
Fargo, ND 58103-2367

OR ND Department of Human Services
Behavioral Health Division
1237 W Divide Ave, Suite 1C
Bismarck, ND 58501

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

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

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOILIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and

Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required

reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By Ruth Roman

By _____ DATE

Its Director of Public Health

Its Mayor, City of Fargo

Date November 9, 2017

45-6002069
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____
PAMELA SAGNESS, DIRECTOR
BEHAVIORAL HEALTH DIVISION DATE

By _____
AMY JANGULA JOHNSON
CONTRACT OFFICER DATE
Approved for form and content



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

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

10

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

GRANT LARSON
DIRECTOR OF ENVIRONMENTAL HEALTH SERVICES

DATE: NOVEMBER 14, 2017

RE: 2018 ENVIRONMENTAL HEALTH FEE SCHEDULE

Staff at Fargo Cass Public Health request the review and approval of the 2018 Environmental Health fee schedule through resolution.

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

Suggested Motion: Move to approve the resolution approving inspection fees, license fees, permit fees, and reinstatement fees for the Environmental Health Division.

GL
Enclosure

**RESOLUTION APPROVING INSPECTION FEES, LICENSE FEES, PERMIT FEES
AND REINSTATEMENT FEES -- ENVIRONMENTAL HEALTH**

WHEREAS, the Board of City Commissioners is authorized to approve a schedule for application fees for inspections, licenses, permits and for reinstatement fees to offset the administrative and oversight costs of enforcement of the city's ordinances pursuant to the provisions of the Fargo Municipal Code; and,

WHEREAS, the Board of City Commissioners desires to approve a schedule of such fees.

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners as follows:

The attached fee schedule for inspections, licenses, permits and for reinstatement fees is hereby approved.

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.

2018 ENVIRONMENTAL HEALTH FEE SCHEDULE

Please note, all 2018 fee revisions are listed in **bold print**

<u>Type of Health License</u>	<u>2017 Fee</u>	<u>2018 Fee</u>
Food Tier 1	\$200.00	No change
Food Tier 2	\$300.00	No change
Food Tier 3	\$400.00	No change
Grocery, Bakery, or Retail Meat Tier 1	\$100.00	No change
Grocery, Bakery, or Retail Meat Tier 2	\$150.00	No change
Grocery, Bakery, or Retail Meat Tier 3	\$175.00	No change
Mobile Food Vendor Tier 1	\$100.00	No change
Mobile Food Vendor Tier 2	\$150.00	No change
Mobile Food Vendor Tier 3	\$200.00	No change
Food Event Vendor Tier 1	\$20/day – max \$100	No change
Food Event Vendor Tier 2	\$30/day – max \$150	No change
Food Event Vendor Tier 3	\$40/day – max \$200	No change
Food Sample	\$25/year	No change
Schools, Churches, Group Homes Tier 1	\$100.00	No change
Schools, Churches, Group Homes Tier 2	\$150.00	No change
Schools, Churches, Group Homes Tier 3	\$200.00	No change
Concession Tier 1 (year round)	\$100.00	No change
Concession Tier 2 (year round)	\$150.00	No change
Concession Tier 3 (year round)	\$175.00	No change
Concession Tier 1 (seasonal)	\$50.00	No change
Concession Tier 2 (seasonal)	\$75.00	No change
Concession Tier 3 (seasonal)	\$100.00	No change
Multiple unit fee for group homes	Tier based fee plus \$25/unit	No change
Multiple food vendor event units (based on tier level)	\$10, \$15, or \$20/unit/day	No change
Event/ Mobile Base Commissary	\$25.00	No change
Alcohol Service – physical bar	\$150.00	No change
Alcohol Service – no physical bar	\$50.00	No change
Soft Serve Frozen Dessert Machine Test	\$100.00	No change
Soft Serve Frozen Dessert Machine Re-Test	Currently no fee	\$40.00/re-test
Administrative fee (nuisance complaints)	\$50.00	No change
Aquatic Pool (year round)	\$210.00	No change
Aquatic Pool (seasonal)	\$140.00	No change
Aquatic Spa, Wading Pool, (year round)	\$110.00	No change
Aquatic Spa or Wading Pool (seasonal)	\$70.00	No change
Aquatic Splash pad	\$110.00	No change
Aquatic Float Therapy Tank	Currently no fee	\$100 plus \$10/ add tank
Aquatic venue water quality testing fee	\$60.00/month up to 4 tests	\$60.00/month
Aquatic venue water quality re-test fee	\$20.00/month after 4 tests	\$40.00/re-test
Blue Print Review (one-time fee)	\$200.00	No change
Body Art Establishment	\$250.00	No change
Body Art Technician	\$100.00	No change
Body Art (Temporary Event – up to 7 days)	\$200.00	\$150.00
Body Art (Temporary Technician – up to 7 days)	\$100.00	\$50.00
Child Care Centers	\$75.00	No change
Fumigation Companies	\$100.00	No change
Hotel/Motel (1-18 units)	\$125.00	No change
Hotel/Motel (19-35 units)	\$160.00	No change
Hotel/Motel (36-100 units)	\$195.00	No change
Hotel/Motel (101 units or more)	\$225.00 + \$1/unit up to \$450	No change
License Reinstatement Fee	\$100.00	No change
Pet Store	\$100.00	No change
Tanning facilities	\$100.00 + \$10/bed	No change

With the exception of temporary licenses, all other licenses are issued for a calendar year. Fees for new licenses issued mid-year are pro-rated on a quarter-year basis with the calculated fee to include the then-current quarter. For example, the pro-ration of a \$100 annual fee for a new license issued in the middle of the second quarter of the year will be \$75.

(11)

To: Board of City Commissioners
From: Jill Minette, Director of Human Resources *JM*
Re: Position Evaluation Committee (PEC) Recommendation
Date: November 15, 2017

The Public Works Department submitted a request to eliminate the policy of starting Equipment Operators at the level I (grade 7) and then promoting them to an Equipment Operator II (grade 9) after 18 months of employment. Due to recruiting and retention issues, the request includes starting all new Equipment Operators at the level II and reclassifying the current Equipment Operator I's to Equipment Operator II's effective upon approval. The cost of the reclassification is approximately \$58,940, which initially will be offset by the salary savings of the vacant positions. The PEC recommends approval.

Suggested Motion:

Approve the recommendation of the PEC to eliminate the 18-month promotion policy for Public Works Equipment Operators, to start new Equipment Operators at the level II and to reclassify the current Equipment Operator I's to Equipment Operator II's effective upon approval.

**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 9, 2017

(12)

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

Commissioners:

Two RFP's were received November 3, 2017, for upcoming contract winter pruning operations. The pruning areas include:

- Area - Project 1: 19th Ave N to 32nd Ave N between 10th St and Broadway
- Area - Project 2: 32nd Ave N to 36th Ave N between 1st St and Elm
- Raise – Project 1: 32nd Ave S to 40th Ave S between 18th St and 25th St
- Raise – Project 2: 37th Ave S to 40th Ave S between 25th St and 38th St
- Raise – Project 3: North of County Rte. 20, east of University Dr.

<u>Contractor</u>	<u>Area 1(815 trees)</u>	<u>Area 2(175)</u>	<u>Raise 1(1103)</u>	<u>Raise 2(697)</u>	<u>Raise 3(368)</u>
Cougar Tree Care, Inc.	\$70,090	\$13,650	\$37,502	\$23,698	\$10,304
All-Terrain Grounds Maintenance	no bid	no bid	\$14,800	\$11,100	\$3,450

Funding has been included in the annual forestry budget.

Recommended motion:

Move to award upcoming contract winter pruning operations request for proposals (RFP17314) AREA projects to Cougar Tree Care, Inc. (\$83,740.00), and RAISE projects to All-Terrain Grounds Maintenance (\$29,350.00).

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
 City Forester

Cc: Ben Dow
 Bruce Grubb
 Kent Costin

commissionwinterprune2018.doc

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-16-B1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 11/13/17

Routing Date
City Commission 11/20/2017
PWPEC File X
Project File Kristy Schmidt

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, for Negative Final Balancing Change Order #1 in the amount of \$ -315.75, bringing the total contract amount to \$124,203.25.

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

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$ -315.75 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility 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
N/A
N/A
N/A

COMMITTEE

- Tim Mahoney, Mayor
Jim Gilmour, Director of Planning
Steve Dirksen, Fire Chief
Mark Bittner, Director of Engineering
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
City Engineer
Kent Costin, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes and a signature row for Brenda Derrig.

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

Negative Change Orders & Engineer Approved Change Orders		PWPEC 11-13-17					
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	CO #	Final or New Contract Amount
		Negative & Engineer Approved Totals	\$0.00	\$0.00	\$0.00		\$0.00
Dirt Dynamics	Proj. #UR-16-B1	Water Service Lowering	\$124,519.00			FBCO #1	\$124,203.25
		Negative & Engineer Approved FBCO Totals	\$124,519.00	\$0.00	(\$315.75)		\$124,203.25



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

Project No	UR-16-B1	Change Order No	1
Project Name	Water Service Lowering & Incidentals		
Date Entered	11/6/2017	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	1	Rem & Repl Pavement 6" Thick Reinf Conc	SY	192.00	0.00	192.00	107.10	299.10	85.00	9,103.50	
	2	Rem & Repl Curb & Gutter	LF	128.00	0.00	128.00	-93.30	34.70	40.00	-3,732.00	
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	9.00	0.00	9.00	-9.00	0.00	85.00	-765.00	
	4	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	60.00	0.00	60.00	-30.50	29.50	66.00	-2,013.00	
	5	Bore Pipe 1" Dia Copper	LF	423.00	0.00	423.00	-14.00	409.00	98.00	-1,372.00	
	8	Sodding	SY	226.00	0.00	226.00	-55.90	170.10	27.50	-1,537.25	
	Water Service Lowering Sub Total (\$)										-315.75

Summary



Source Of Funding	
Net Amount Change Order # 1 (\$)	-315.75
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	124,519.00
Total Contract Amount (\$)	124,203.25

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

Current Completion Date	Additional Days	New Completion Date
07/28/2017	0.00	07/28/2017
Description		
APPROVED		
For Contractor: 	Department Head	
Title: Estimator	Mayor	11/15/17
	Attest	

REPORT OF ACTION

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-B2

Type: Change Order #3

Location: Rose Creek Golf Course

Date of Hearing: 11/13/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/20/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #3 in the amount of \$73,118.34, bringing the total contract amount to \$879,904.48.

Staff is recommending approval of Change Order #3.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION

Approve Change Order #3 in the amount of \$73,118.34 to Excavating, Inc.

PROJECT FINANCING INFORMATION:

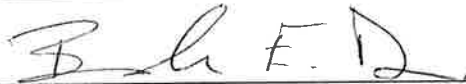
Recommended source of funding for project:	<u>Flood Sales Tax</u>	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials		<u>N/A</u>	
Agreement for payment of specials required of developer		<u>N/A</u>	
Letter of Credit required (per policy approved 5-28-13)		<u>N/A</u>	

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Brenda Derrig</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson

Memorandum

To: PWPEC *DEK, PE*
From: Roger Kluck, Civil Engineer II, Storm Water
Cc: Jody Bertrand, Mark Bittner
Date: 11/08/2017
Re: Project No. FM-15-B2 Rose Creek Golf Course Flood Risk Management Project-
Phase II Change Order #3

Background:

Project No. FM-15-B2 Rose Creek Golf Course Flood Risk Management Project-Phase II bids were opened on May 3, 2017 and the project awarded by the City Commission on September 11, 2017. Construction began on June 5, 2017.

During construction, the Contractor encountered changed conditions that became the basis for Change Order #3 and are described as follows:

1. Remove Pipe All Sizes All Types: During the excavation of the inspection trench, there were additional water lines, gas lines, and abandoned conduit that were found under the core of the levee and were removed.
2. Remove Pavement All Thicknesses All Types: During construction of the levee and the new Recycling Center concrete pad, there were areas of buried pavement that were found that needed to be removed. An area that was initially assumed to be gravel to be salvaged turned out to be asphalt pavement. There was also buried asphalt pavement below the existing Park District parking area, as well as an area north of the Kinzler residence that would be utilized for clay borrow material. These areas of asphalt pavement were removed and hauled off site.
3. Fill-Haul (Extra): During construction, Excavating, Inc. dug 4 test pits in the slope excavation area that was to be used for borrow material for levee construction. Those test pits showed that a majority of the material would not be suitable for levee construction. After confirming with the Geotechnical

Engineer that the remaining material could be left for levee stability, it was determined that the remainder of the required clay borrow material would be imported from an off-site stockpile provided by Excavating, Inc. In order to cover the additional costs associated with hauling material from an off-site location, the Fill-Haul (Extra) bid item will be added for the additional 9,400 CY of extra material.

4. Remove Manhole: This item was added for an additional manhole that was found below existing grade where the new levee was to be constructed.
5. Remove Gate Valve: This item was added for an additional gate valve that was found near the location of the new storm water gate well structure.
6. Topsoil Import: This item was added due to a shortage of available topsoil on site to be used for covering the disturbed areas throughout the site. In order to cover additional costs associated with importing topsoil from an off-site location, the Topsoil Import bid item will be added for the additional 390 CY of extra material.
7. Salvage Gravel-Deduction: There was an area north of the proposed levee that was assumed to be gravel to be salvaged and turned out to be asphalt pavement instead. See item two (2) above. This item will be reduced by 2,306 SY.
8. Excavation-Deduction: During construction, it was determined that the material from the slope excavation area would not be utilized for borrow material because it did not meet the requirements for levee construction. Therefore, instead of excavating from the slope area, the material would be hauled in from an off-site location. The quantity of excavation consequently decreased by 9,400 CY.

The requested quantity and item revisions are reasonable and have been reviewed by Engineering.

Recommended Motion

To approve requested Change Order #3.

REK/jmg



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No: FM-15-B2 Change Order No: 3
 Project Name: Rose Creek Golf Course Flood Risk Management Project - Phase 2
 Date Entered: 10/26/2017 For: Excavating, 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:

During the excavation of the inspection trench, there were additional utility lines found and needed to be removed from the core of the levee. Areas of buried pavement were found buried during excavation and the actual quantity was measured. The plans anticipated that on site excavation would be suitable for levee construction. It was found not to be so the quantity of excavation was reduced and appropriate replacement borrow fill was hauled in. A manhole was found buried during excavation and needed to be removed. A gate valve on an abandoned water line was found during excavation for the gate well and had to be removed. As explained earlier concerning the excavation, existing topsoil in places was found to be not suitable for use on the levees so more needed to be hauled in. During site grading the area anticipated in the plans to contain gravel for salvage was in fact asphalt so the actual quantity for this item of salvage gravel was reduced. Please see attached documents from Consulting Engineer Inspector.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	27	Remove Pipe All Sizes All Types	LF	301.00	0.00	301.00	1,454.00	1,755.00	15.00	21,810.00
	56	Remove Manhole	EA	0.00	0.00	0.00	1.00	1.00	750.00	750.00
Storm Sewer Sub Total (\$)										22,560.00
Paving	34	Remove Pavement All Thicknesses All Types	SY	3,109.00	0.00	3,109.00	4,518.00	7,627.00	3.18	14,367.24
	38	Salvage Gravel	SY	3,406.00	0.00	3,406.00	-2,306.00	1,100.00	0.65	-1,498.90
Paving Sub Total (\$)										12,868.34
Flood Mitigation	45	Excavation	CY	21,403.00	0.00	21,403.00	-9,400.00	12,003.00	3.10	-29,140.00
	55	Fill - Import	CY	0.00	0.00	0.00	9,400.00	9,400.00	6.60	62,040.00
Flood Mitigation Sub Total (\$)										32,900.00
Miscellaneous	57	Eliminate Water Service	EA	0.00	0.00	0.00	1.00	1.00	500.00	500.00
	58	Topsoil - Import	CY	0.00	0.00	0.00	390.00	390.00	11.00	4,290.00
Miscellaneous Sub Total (\$)										4,790.00

Summary

Source Of Funding: Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 3 (\$)

73,118.34



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Previous Change Orders (\$)	51,289.97
Original Contract Amount (\$)	755,496.17
Total Contract Amount (\$)	879,904.48

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

CONTRACT TIME

Current Completion Date	11/01/2017	Additional Days	0.00	New Completion Date	11/01/2017
-------------------------	------------	-----------------	------	---------------------	------------

Description

APPROVED

APPROVED DATE

For Contractor

Title

Estimator

Department Head

Mayor

Attest

REPORT OF ACTION

15

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-17-B1

Type: Change Order #2

Location: Airport Borrow Pit

Date of Hearing: 11/13/17

Routing	Date
City Commission	11/20/2017
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #2 in the amount of \$17,716.20, bringing the total contract amount to \$65,446.20.

Staff is recommending approval of Change Order #2.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$17,716.20 to Sellin Brothers, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Brenda Derrig
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson

Memorandum

To: PWPEC *REK/PE*
From: Roger Kluck, Civil Engineer II, Storm Water
Cc: Jody Bertrand, Mark Bittner
Date: 11/07/2017
Re: Project #FM-17-B1 Airport Borrow Pit Site Grading and Incidentals

Background:

Project FM-17-B1 bids were opened on September 20, 2017 and the project awarded by the City Commission on September 25, 2017. Construction began on October 23, 2017.

The subject borrow pit site was used previously for building temporary levees during previous flood fights. As part of its use as a borrow pit, two driveways and a parking area in the field were built. After the flood fight was over the site was restored for farming use but the added driveways and parking area remained. Project FM-17-B1 was intended to correct areas noted by the farmer of the land where water ponded from settlement in the restoration of the borrow pits. At the semi-final inspection with the Airport Manager and the tenant farmer, the City was reminded of their agreement to remove the aforementioned drives and parking area. This change order will remove the two drives and underlying pipe and restore the ditch. The parking lot will be removed and topsoil replaced so it can be farmed.

The requested change order items have been reviewed and are reasonable.

Recommended Motion

To approve the requested change order #2.

REK/klo
Attachment



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

Project No: FM-17-B1 Change Order No: 2
 Project Name: Airport Borrow Pit Site Grading & Incidentals
 Date Entered: 11/2/2017 For: Sellin Brothers, 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:

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	10	Remove Pipe All Sizes All Types	LF	30.00	0.00	30.00	140.00	170.00	10.00	1,400.00
	13	Topsoil - Strip & Spread	CY	0.00	0.00	0.00	700.00	700.00	3.25	2,275.00
	14	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	3,000.00	3,000.00
	15	Traffic Control - Type 1	LS	0.00	0.00	0.00	1.00	1.00	550.00	550.00
	17	Mulching Type 2 - Straw	SY	0.00	0.00	0.00	712.00	712.00	0.20	142.40
								Miscellaneous Sub Total (\$)		7,367.40
Site Restoration	12	Fill - Haul	CY	0.00	0.00	0.00	1,088.00	1,088.00	9.25	10,064.00
	16	Seeding Type A	SY	0.00	0.00	0.00	712.00	712.00	0.40	284.80
								Site Restoration Sub Total (\$)		10,348.80

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460
Net Amount Change Order # 2 (\$)	17,716.20
Previous Change Orders (\$)	1,440.00
Original Contract Amount (\$)	46,290.00
Total Contract Amount (\$)	65,446.20

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



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

CONTRACT TIME

Current Completion Date

11/17/2018

Additional Days

0.00

New Completion Date

11/17/2018

Description

During prior use of this land for a flood fight borrow pit the Airport Authority had requested removal of access drives and parking area used for the flood fight. During construction review of the current drainage project the Airport Manager reminded the City of their commitment to remove the access and parking area. This change order covers the removal work activities. See attached map.

APPROVED

APPROVED DATE

For Contractor

[Signature]
Vice Pres

Department Head

[Signature] 11/15/17

Mayor

Attest

REPORT OF ACTION

16

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TR-17-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 11/13/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/20/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jim Mohr</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Change Order #1 in the amount of \$39,597.95, bringing the total contract amount to \$235,313.95.

Staff is recommending approval of Change Order #1.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$39,597.95 to Moorhead Electric.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation & 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)


<u>Yes</u>	<u>No</u>
<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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>✓</u>
<u>☐</u>	<u>☐</u>	<u>☐</u>	
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<u>☑</u>	<u>☑</u>	<u>☐</u>	<u>Brenda Derrig</u>
<u>☐</u>	<u>☐</u>	<u>☐</u>	

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jim Mohr, Project Manager
Date: November 1, 2017
Re: Project No. TR-17-A1 – Change Order # 1

Background:

Project No. TR-17-A1 is for the Traffic Signal Rehabilitation and Incidentals at various locations throughout the City of Fargo.

The attached change order # 1 includes all costs associated with the new equipment and cabinet modifications for the installation of flashing yellow arrow at two intersections. We assumed during the design that the cabinets had the compatible equipment already installed in them, but upon further review, they did not. This change order cost is on par with other projects we've bid over the last 2 years for retrofitting FYA at other locations.

Recommended Motion:

Approve Change Order # 1 in the amount of \$39,597.95.

JDM/klo
Attachment

C: Jeremy Gordon
Tom Knakmuhs



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

Project No	TR-17-A1	Change Order No	1
Project Name	Traffic Signal Rehabilitation & Incidentals		
Date Entered	10/31/2017	For	Moorhead Electric

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:										
new equipment and signal modifications for FYA intersections										
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 (\$)
Traffic Signals	13	Modify Equipment Cabinet & Controller	EA	0.00	0.00	0.00	1.00	1.00	39,597.95	39,597.95
Traffic Signals Sub Total (\$)									39,597.95	39,597.95



Summary	
Source Of Funding	
Net Amount Change Order # 1 (\$)	39,597.95
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	195,716.00
Total Contract Amount (\$)	235,313.95

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

CONTRACT TIME	
Current Completion Date	06/01/2018
Additional Days	0.00
New Completion Date	06/01/2018
Description	
APPROVED	APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor		 Project Manager	Department Head 
Title	10/31/2017	Mayor Attest	



REPORT OF ACTION
UTILITY COMMITTEE

17

Project No.: WA1301

Type: Sole Source
Lab Instrument

Location: Water Treatment Plant (435 14th Ave. South)

Date of Hearing: 11/2/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/20/17</u>
Project File	<u> </u>


Troy Hall, Water Utility Director, presented PowerPoint slides regarding the need to purchase an Atomic Absorption Spectrophotometer (AAS) for the Environmental Laboratory in the Water Treatment Plant (WTP). This instrumentation is used for regulatory analysis for the water and wastewater systems and is in the Capital Improvement Plan (CIP) for replacement in 2019. Recently, the current AAS has been providing inconsistent results. The repair estimate of \$26,995 has no guarantee of fixing the issue. With a trade-in of the existing instrument, a quote for a new AAS is \$48,537.04. In addition, an existing accessory for Mercury analysis would work with the new AAS instrument and not with instruments from other manufacturers. Water Utility staff recommended replacing the current AAS instrument one year early in the CIP and a sole source of the new AAS with Perkin Elmer. For funding, it was recommended to use Fund 501 reserves. Earlier in 2017, Water Utility staff worked with the Finance Department to set up Division 3055 in Fund 501 to specifically utilize reserves for some capital projects.

MOTION:

On a motion by Kent Costin, seconded by Bruce Grubb, the Utility Committee voted to approve a sole source for a new Atomic Absorption Spectrophotometer with Perkin Elmer in the amount of \$48,537.04. Funding will come from Fund 501 reserves in Division 3055.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner					
Mark Bittner, Director of Engineering		X			
Kent Costin, Director of Finance		X			
Brian Ward, Water Plant Supt.		X			
Don Tucker, Wastewater Plant Supt.		X			
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester		X			
Terry Ludlum, Solid Waste Utility Director		X			
James Hausauer, Wastewater Util. Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			

ATTEST:



 Troy B. Hall
 Water Utility Director

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



Quotation

PerkinElmer Health Sciences Inc.
 710 Bridgeport Avenue
 Shelton, CT 06484-4794

Phone: 1-800-762-4000
 Fax: (203) 944-4914

To: MATT AMUNDSON
 CITY OF FARGO
 435 14TH AVENUE SOUTH
 FARGO ND 58103

Quotation No.: 21364306
 Quotation Valid To: 12/04/2017
 Quotation Date: 10/27/2017
 Payment Terms: Due Upon Receipt
 Freight Terms: FOB Factory - Freight Quoted
 Ultimate Destination: UNITED STATES OF AMERICA

Telephone No.: 701-241-1469

Fax No.:

Your Reference:

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
1	N3200060	<p>PinAAcle 900Z THGA Only with Cooling Sys</p> <p>This configuration includes a PinAAcle 900Z with a furnace cooling system. A monitor, mouse, keyboard, computer and Syngistix for AA Software package are required and must be purchased separately.</p> <p>The PinAAcle 900Z is designed for optimized, cost-effective, automatic graphite furnace atomic absorption analyses. Standard features include complete system control from a single keyboard, integrated transversely heated graphite furnace (THGA) and longitudinal Zeeman-effect background corrector, an AS 900 furnace autosampler and an 8-position lamp holder. The lamp holder features automatic lamp selection and alignment and also has built-in power supplies for hollow cathode lamps (HCL) and electrodeless discharge lamps (EDL). The optical system features fiber optic cables, a solid state detector and is fully enclosed with covers for protection from dust and corrosive atmospheres.</p> <p>THGA-type Graphite: Built-in fully computer controlled Transversely Heated Graphite Atomizer. The graphite tube is transversely heated providing a uniform temperature profile over the entire tube. An external protective gas stream around the graphite tube prevents the entrance of outside air to maximize tube life. An internal purge gas goes through the graphite tube to remove the volatilized matrix vapors during drying and thermal pretreatment. The pneumatic opening and closing of the furnace simplifies tube changes.</p> <p>Zeeman-effect Background Correction: A 0.8 Tesla magnetic field oriented longitudinal to the optical path and modulated with a computer</p>	1	53,100.00	

SEND PURCHASE ORDERS TO:

PerkinElmer Health Sciences, Inc.
 710 Bridgeport Ave.
 Shelton, CT 06484-4794
 Phone: 1-800-762-4000
 Fax: (203) 944-4914
 Email: USInstrumentOrders@perkinelmer.com

SALES REPRESENTATIVE: JEFFREY S FOSTER
 PREPARED BY: Kristen Mary Harrington



Quotation

PerkinElmer Health Sciences Inc.
 10 Bridgeport Avenue
 Shelton, CT 06484-4794

Phone: 1-800-762-4000
 Fax: (203) 944-4914

Quotation No.: 21364306
 Quotation Valid To: 12/04/2017
 Quotation Date: 10/27/2017

To: MATT AMUNDSON
 CITY OF FARGO

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>controlled waveform is applied to the atomic vapor in the graphite tube.</p> <p>Furnace Autosampler: Standard with the main instrument and is installed in front of the furnace unit. Removable sample tray with 88 and 148 sampling positions for sample and reference solutions and 1 overflow container for pipet washing. Minimum sample requirement is about 0.1 mL. Dispensable sample and reagent volume is 1-99 µL, selectable in increments of 1 µL. Flushing volume 1.3 mL, fixed. The autosampler is powered from the spectrometer and is software-controlled.</p> <p>The PinAAcle 900Z is also directly compatible with the optional Flow Injection mercury/hydride systems.</p> <p>Features and Benefits:</p> <ul style="list-style-type: none"> - Transversely heated graphite atomizer - Zeeman-effect background correction - Software controlled AS 900 furnace autosampler - 8-position lamp holder with built-in power supplies for hollow cathode and electrode less discharge lamps - Automatic Lamp Selection and alignment - Fully enclosed optical system with fiber optic cables and a solid state detector <p>Power Requirements: 207-253V 47-63Hz, single phase Power Cords included: Integrated power cord with NEMA plug Dimensions: Width 95 cm, Depth 68 cm, Height 64 cm Product Weight: 127 Kg Warranty: Includes PerkinElmer 1 Year Warranty Installation: Required and included Requires but not included: A monitor, mouse, keyboard, computer and Syngistix for AA software package</p>			
		Promotional Discount:		-13,275.00	
				39,825.00	39,825.00
2	N1010301	CONTROLLER- AA SYNGISTIX	1	3,028.00	
		Sales Discount:		-454.20	
				2,573.80	2,573.80
3	N9307760	5.8kVA Line Conditioner 208/240V 60Hz	1	5,300.00	
		This Single-Phase Power Conditioner is a dual-output model which can simultaneously protect both high-voltage and low-voltage systems at a less expensive cost and effort than installing two separate			

PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

Quotation

To: MATT AMUNDSON
CITY OF FARGO

Quotation No.: 21364306
Quotation Valid To: 12/04/2017
Quotation Date: 10/27/2017

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>conditioners. Whether the electrical noise is generated on the line or by the load, the low impedance isolation transformer of this conditioner protects an instrument system from most problems created by power disturbances.</p> <p>Features and Benefits:</p> <ul style="list-style-type: none"> - System provides clean power at 208 or 240V for loads up to 24 amps - Let through voltage is less than 10 volts normal mode and less than 0.5 volts neutral-to-ground when tested to ANSI/IEEE C62.41 <p>Power Requirements: 208/240V 60Hz Dimensions: Width 31.8 cm, Depth 45.7 cm, Height 25.4 cm Product Weight: 59 kg Warranty: Includes Manufacturer 5 Year Warranty</p> <p>Sales Discount: -795.00</p>		4,505.00	4,505.00
4	REGDELAA	Regular Delivery	1	1,633.24	1,633.24

Total Net Price in USD: 48,537.04

For your convenience, most orders placed with PerkinElmer can be easily tracked using our Self Service Portal located at <http://selfservice.perkinelmer.com/>. Simply enter your sales order number (provided with your order confirmation information) in combination with your purchase order number or postal code, and discover the current status of your shipment!

Did you know that you can order selected products online at www.perkinelmer.com/shop?

"THIS QUOTATION INCLUDES THE TRADE IN OF: AAnalyst 600 (s/n 600S8080502). PROCESSING OF ORDERS FOR REPLACEMENT PRODUCTS IS SUBJECT TO RECEIPT OF FULLY EXECUTED CERTIFICATE OF DECOMMISSIONING.

In consideration of the Trade-In Discount given for the noted equipment, per receipt of executed Certificate of Decommissioning, the buyer certifies that the noted trade-in equipment will be destroyed or rendered inoperable within 30 days after installation of the new product quoted. The Buyer agrees to indemnify and hold harmless Perkin Elmer, its officers, employees and agents, from any claims, demands or liabilities whatsoever, arising out of the Buyer's failure to perform



PerkinElmer Health Sciences Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794

Phone: 1-800-762-4000
Fax: (203) 944-4914

Quotation

To: MATT AMUNDSON
CITY OF FARGO

Quotation No.: 21364306
Quotation Valid To: 12/04/2017
Quotation Date: 10/27/2017

ITEM	MATERIAL	DESCRIPTION	QTY/EA	UNIT PRICE	TOTAL
		<p>the certified action."</p> <p>The amount displayed does not include tax charges. These charges will be added to the invoice if applicable.</p> <p>*</p> <p>Includes installation and one year warranty (parts, labor and travel).</p> <p>*</p> <p>Please include our quotation number on your Purchase Order for reference.</p> <p>*</p> <p>Terms subject to credit approval.</p>			
		<hr/> <p>JEFFREY S FOSTER</p>			



PerkinElmer
 710 Bridgeport Avenue
 Shelton, CT. 06484
 Phone: 800-762-4000
 Fax: 203-944-4904
 Office Email:

Service Estimate

Quote Number: LAL77481

Use this quote number when referring to this quote.

Application Code:
 Delivery Method:

Ship To:

City of Fargo
 Matt Amundson
 lab
 435 14th Avenue South
 Fargo, ND 58103

Phone: 701-241-1506 x
 Fax:
 Email: mamundson@cityoffargo.com

Model: AA600

Serial Number: 600S8080502

Service Rep: Lee A Lenart

Quote Date: 10/26/2017 **Expiration Date:** 11/25/2017

Email: Lee.Lenart@perkinelmer.com

Item	Qty	Part Number	Part Description	Unit Price	Net Price
1	1	SRV-UPG	Service - US023734	\$0.00	\$0.00
2	1	TRAVEL	travel charge	\$3,735.00	\$3,735.00
3	1	LABOR	labor charge	\$2,490.00	\$2,490.00
4	1	B3120572	CONTROLLER BOARD ATOMIZER	\$7,000.00	\$7,000.00
5	1	B3120245R	Refurbished POWER SUPPLY - THGA	\$13,770.00	\$13,770.00
				0	
				Sub Total	\$26,995.00
				Total	\$26,995.00
				Net Price	

 Signature of Authorized Person

 Date

 P.O. Number

Notes:

This is a Preliminary Quotation and is issued for budgetary purposes only. Prices and terms may differ from those appearing on this form. Taxes will be applied to your invoice if applicable. Any Orders resulting from this Preliminary Quotation are subject to acceptance by PerkinElmer - Shelton, CT, USA.

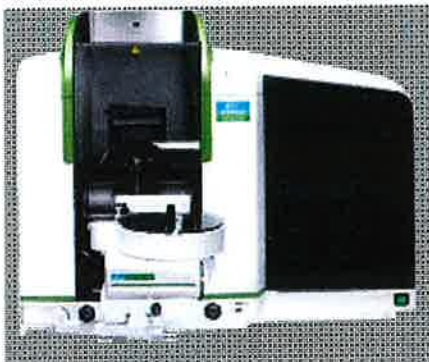
For service contracts, the total net pricing/contract period reflects the total amount of the contract for the full period quoted. Additional payment plans (Monthly, Quarterly, Semi-Annually) are available at a 4.00% surcharge.

ACCEPTANCE OF THIS QUOTATION IS LIMITED TO THE ATTACHED TERMS AND CONDITIONS.

HUMAN HEALTH

ENVIRONMENTAL HEALTH

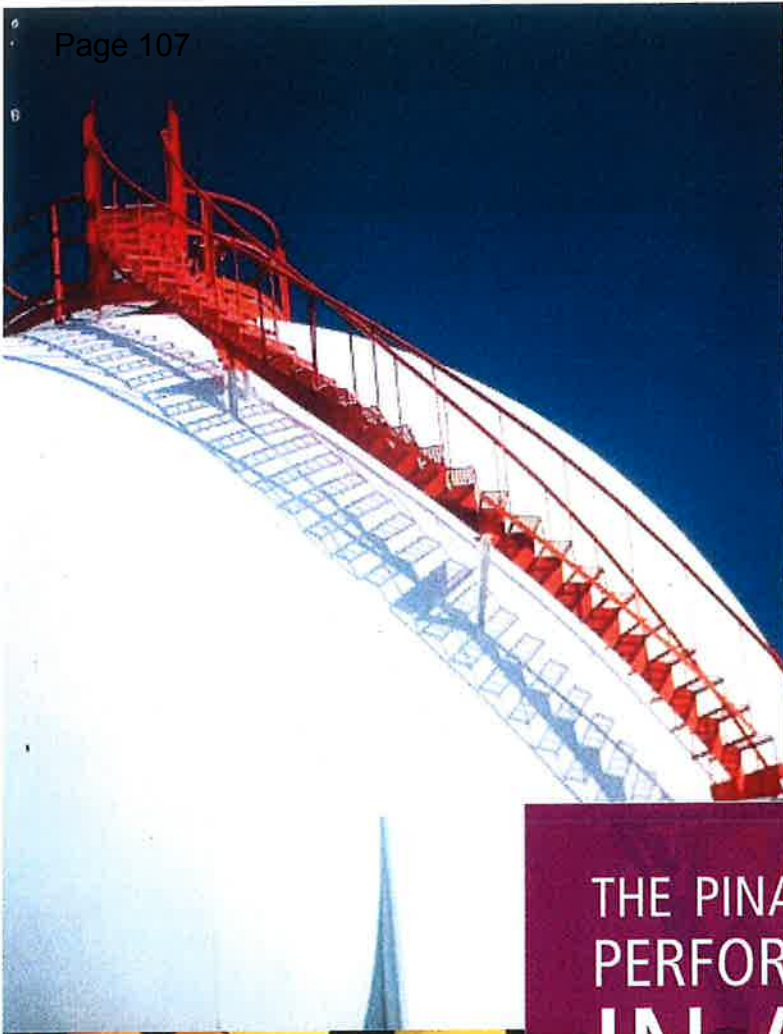
NOTHING
FEELS BETTER THAN
KNOWING YOU HAVE
THE BEST



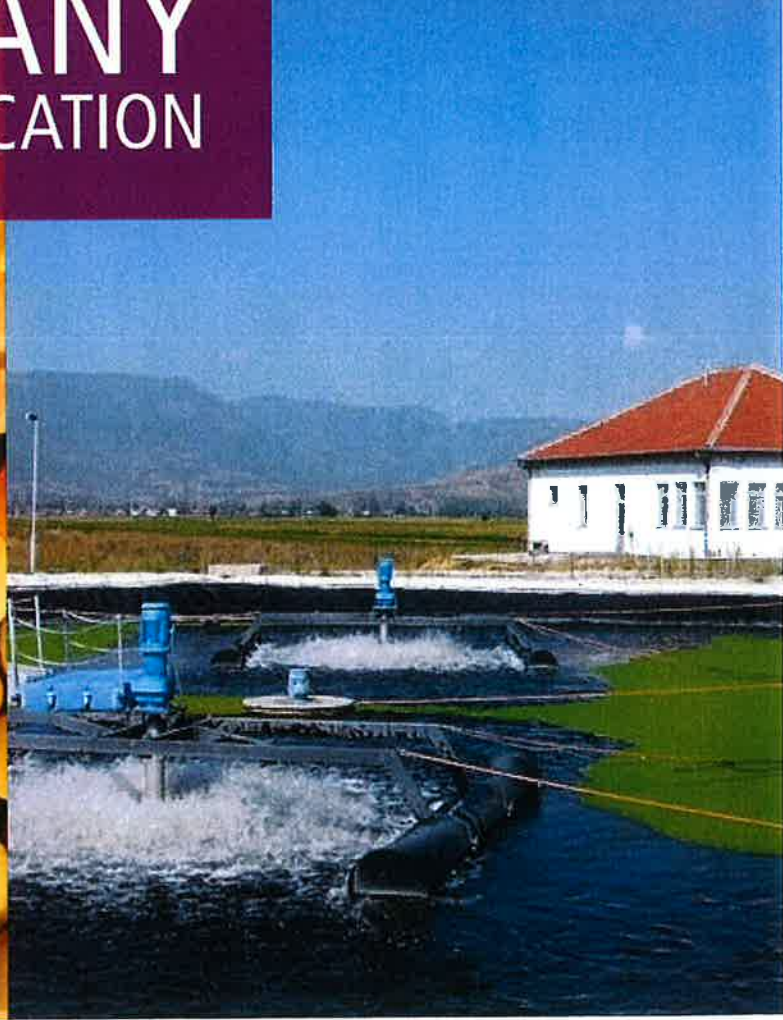
PinAAcle Series

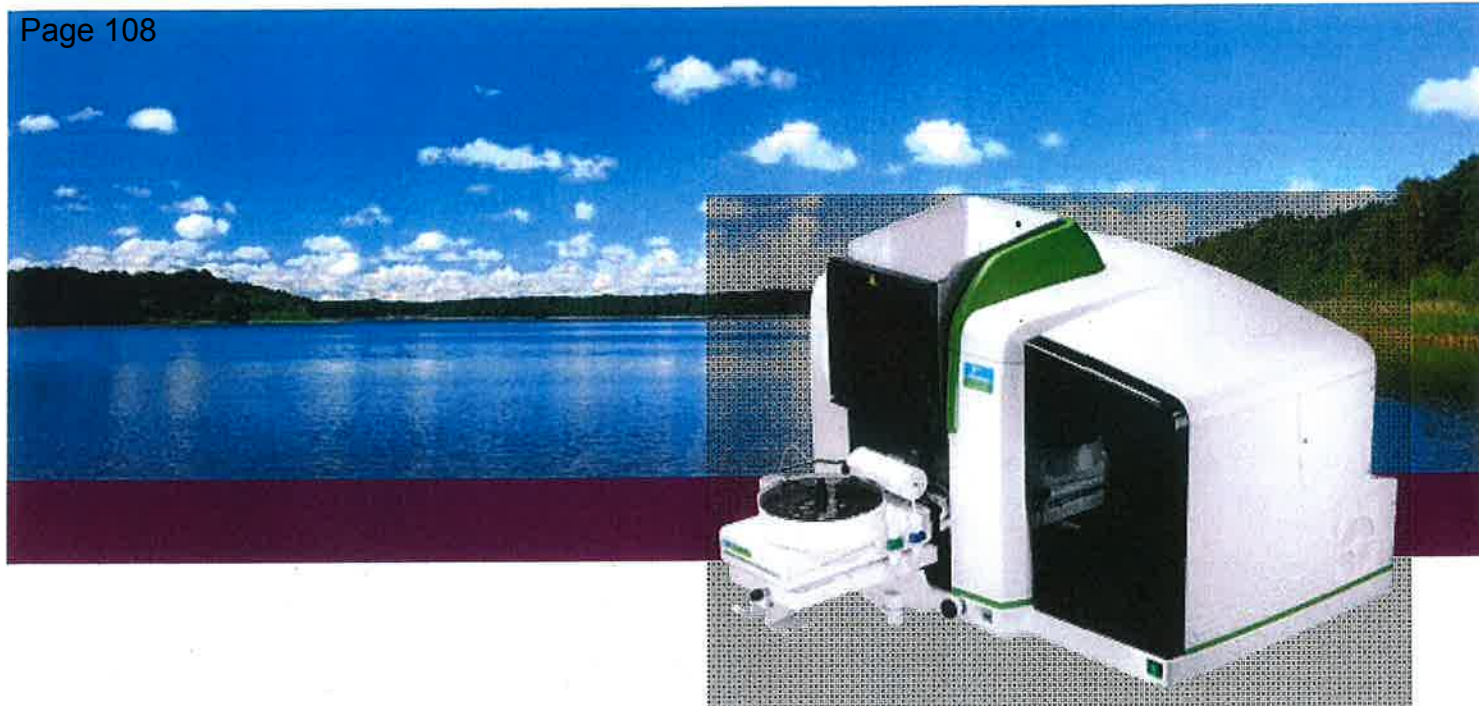
Atomic Absorption Spectrometers





THE PINAACLE OF
PERFORMANCE
IN ANY
APPLICATION





THE LATEST INNOVATION FROM THE WORLD LEADER IN AA

As the recognized leader in atomic absorption, PerkinElmer has a long history of product innovation and the largest installed base of instrumentation worldwide. Today we're taking AA performance to new heights with the groundbreaking PinAAcle™ series.

Engineered with an array of exciting technological advances, the PinAAcle line offers a variety of configurations and

capabilities to deliver exactly the level of performance you need:

- Flame only, furnace only, or space-saving stacked designs featuring both.
- Flame, furnace, flow injection, FIAS-furnace and mercury/hydride capabilities on a single instrument.
- Choice of Deuterium or longitudinal Zeeman background correction.
- Proven WinLab32™ software offering both ease-of-use and exceptional flexibility.

No matter which model you select, you'll discover an intuitive, highly efficient system capable of simplifying your journey from sample to results—even with the most difficult matrices.

Experience peak performance and unmatched productivity. Step up to the PinAAcle series from PerkinElmer.

Benefits for the environmental lab

- EPA 200.9 and DWD Council Directive 98/83/EC approved for proven performance and results in drinking water analysis.
- Simple switching between flame and furnace analysis ensures an easy operator experience and enhanced laboratory productivity.
- TubeView™ furnace camera allows monitoring of drying and pyrolysis to simplify method development for complex soil and wastewater samples.



NEW TECHNOLOGIES EXCITING OPPORTUNITIES

Whether you need the capabilities of flame or the enhanced performance of furnace, you'll find the ideal solution to your needs with PinAAcle AA spectrometers.

Cutting-edge fiber optic technology creates a fully contained optical system that enhances light throughput for the best detection limits available.

This newly designed light path not only shapes 100% of the beam, it also enables the instrument to have the smallest footprint of any combined flame/graphite furnace AA system on the market.

PinAAcle's compact size is also the result of its unique stacked design. In dual-mode flame/furnace models, a solid titanium burner assembly is locked into place above the graphite furnace and can be quickly and easily removed (and replaced) to change analytical techniques.

Each instrument also features a versatile 8-lamp housing compatible with PerkinElmer Lumina™ hollow cathode lamps (HCLs) and patented electrodeless discharge lamps (EDLs), the latter offering improved sensitivity and lifetime. The flexible housing features:

- Automatic setup (with lamp pre-warming) for improved productivity.
- Continuous monitoring of lamp usage for consistent performance and reliable results.

Benefits for the clinical lab

- Proven technology that is already delivering results in CLIA laboratories of all sizes.
- Stabilized Temperature Platform Furnace technology delivers unsurpassed sensitivity for your validated clinical applications.
- Longitudinal Zeeman background correction provides improved accuracy even for the most difficult clinical matrices.

Flame Analysis

PinAAcle's flame mode features a true double-beam design for fast start-up and exceptional long-term stability without recalibration. Deuterium background correction ensures maximum sensitivity and accuracy over a wide wavelength range, and the Align Burner Wizard automatically adjusts the burner head position—vertically and horizontally. WinLab32 software also features a Gas Flow Optimization Wizard for the measurement of specific elements at maximum sensitivity.

A choice of nebulizers adds to the instrument's application flexibility with stainless steel or high-sensitivity, corrosion-resistant models available.



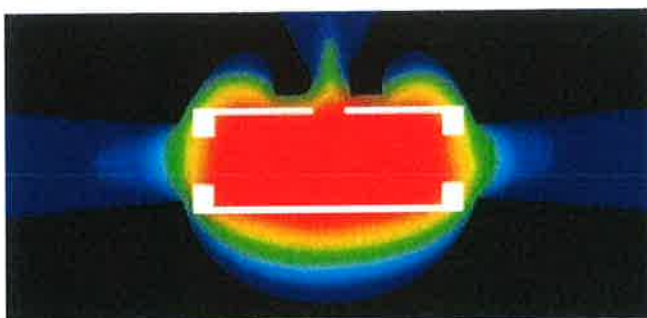
With no gas lines to connect, PinAAcle's burner assembly can be easily removed without tools for simple cleaning and easy switching between analytical techniques.

Graphite Furnace Analysis

Switching to furnace mode on PinAAcle is as easy as removing the burner assembly to gain access to the furnace. Configurable with either Deuterium or longitudinal Zeeman background correction, the instrument lets you choose the technique best suited to your particular analysis. It also allows you to analyze everything from the simplest to the most complex sample matrix on the same system without compromising performance or sensitivity.

PerkinElmer's patented longitudinal Zeeman design:

- Allows for transverse heating of the graphite tube, dramatically reducing matrix effects.
- Delivers twice the light throughput of other Zeeman systems.
- Produces the best detection limits attainable.



Transverse heating guarantees uniform temperature distribution in the graphite tube, even allowing the accurate analysis of refractory elements such as vanadium or molybdenum.

PinAAcle furnace models are equipped with a TubeView color furnace camera that allows you to:

- View inside the tube for easy autosampler tip alignment and sample dispensing.
- Monitor drying during analysis for simpler method development.

Stabilized Temperature Platform Furnace (STPF)

Only PerkinElmer graphite furnace systems use the STPF technique, ensuring the best accuracy, precision and detection limits. The STPF technique involves the use of:

- Integrated platform
- Matrix modifiers
- Maximum power heating
- No internal gas flow during atomization
- Baseline offset correction
- Fast data processing using peak area
- Background correction

Over 15,000 PerkinElmer graphite furnace users have been successfully using the STPF technique.



UNIQUE FEATURES EXCEPTIONAL PERFORMANCE SUPERIOR RESULTS

Intuitive WinLab32 software—Simplifies every step from method development to report generation.



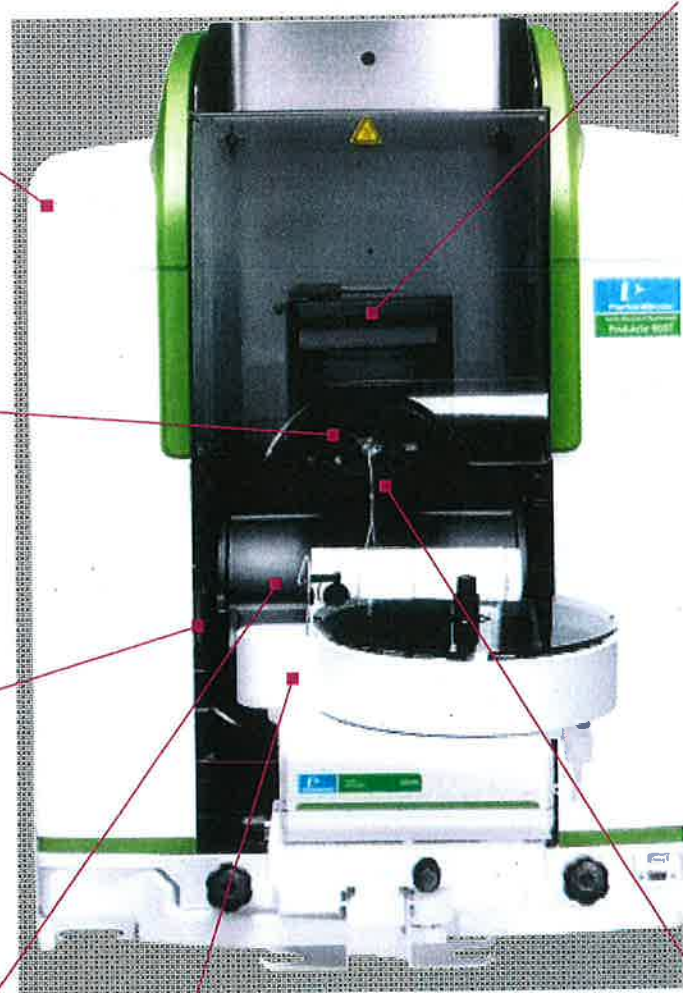
Removable burner assembly—Allows switching between analytical techniques in a matter of seconds on flame/furnace combination instruments.



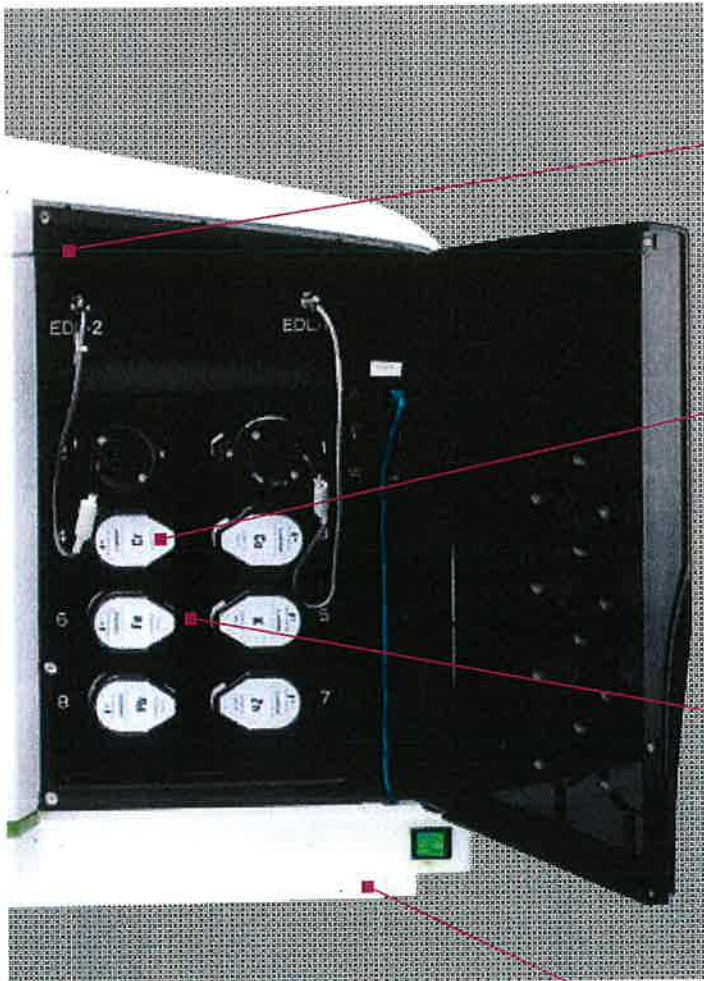
TubeView color furnace camera—Simplifies autosampler tip alignment and sample dispensing. Can also be used to monitor drying and pyrolysis during analysis for simpler method development.

Graphite furnace—Delivers best-in-class performance with Transversely Heated Graphite Atomizer (THGA) and longitudinal Zeeman background correction.

AS 900 furnace autosampler—Accommodates up to 148 samples with true random access sampling, delivering a fully automated analytical workstation.



Unique stacked flame/furnace design—Requires only a single vent for all analytical techniques, simplifying installation and minimizing costs.



Cutting-edge fiber optics—Maximize light throughput for improved detection limits.



Genuine PerkinElmer lamps—
-Coded 2-inch Lumina hollow cathode lamps (HCLs) provide exceptional performance and stability.
-Electrodeless discharge lamps (EDLs) ensure improved sensitivity and extended lamp lifetime.

Eight-lamp mount—Accommodates a combination of up to eight HCLs and EDLs. Prealigned and optimized for consistent lamp performance.

Innovative new mixing chamber—Requires no gas line connections.

Smallest flame/furnace AA footprint—Measures just 95 x 68 x 73 cm to save valuable bench space.



SOFTWARE DESIGNED FOR SPEED AND FUNCTIONALITY

Whoever the user and whatever the application, WinLab32 software on the PinAAcle series makes it fast and easy to get from sample to results.

By reducing the time required for method development, sample analysis and report generation,

WinLab32 streamlines every step of your workflow for enhanced laboratory productivity. The software completely automates furnace method development, allowing for optimized pyrolysis and atomization temperatures as well as sample and modifier volumes. It also allows you to create methods, review or reprocess data offline, and even add samples anytime without interrupting your active analysis.

Furnace Method Development Wizard

Method Development Results

Sample ID	Step #	Temp (°F)	Temp (°C)	Blank Corrected Signal	OTD (%)	Background Peak Height
Blank (11000/2000)	3	1000	2000	0.0009	282.05	0.0050
Blank (11000/2000)	3	1100	2000	0.0007	172.93	0.0050
Blank (12000/2000)	3	1200	2000	0.0002	94.90	0.0050
Blank (13000/2000)	3	1300	2000	0.0002	17.63	0.0050
Blank (14000/2000)	3	1400	2000	0.0017	4.50	0.0050
Sample 09 (1000/2000)	3	1000	2000	0.2747	0.10	0.0050
Sample 09 (1100/2000)	3	1100	2000	0.2373	0.06	0.0050
Sample 09 (1200/2000)	3	1200	2000	0.2884	0.10	0.0050
Sample 09 (1300/2000)	3	1300	2000	0.2470	0.10	0.0050
Sample 09 (1400/2000)	3	1400	2000	0.1532	0.10	0.0050

Start Analysis

Back Next Cancel Stop

Method development is simplified using the Furnace Method Development Wizard.

Benefits for the food safety lab

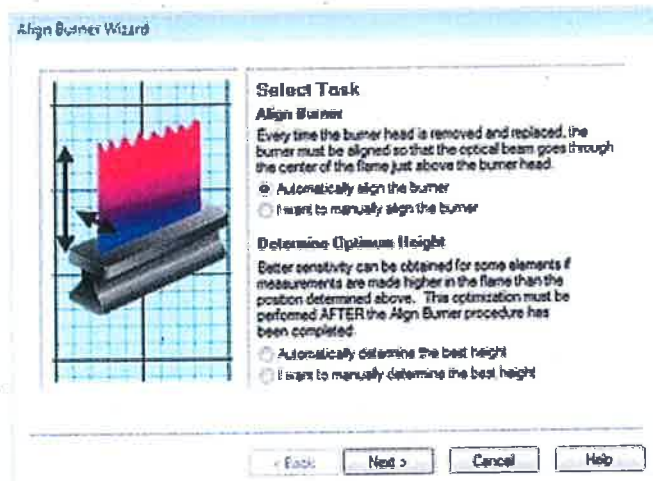
- Combination of Stabilized Temperature Platform Furnace technique and longitudinal Zeeman background correction delivers exceptional detection limits for the most complex food-related matrices.
- Automated flame method optimization simplifies and streamlines nutritional labeling applications.
- EDLs provide improved sensitivity for the definitive analysis of toxic elements needed in food safety.

Data that's easy to generate, and easy to work with

With WinLab32 software, even complex tasks are simplified thanks to an array of intuitive features, including:

- Extensive Wizards—offering step-by-step instructions for any analysis.
- Tool Tips—that provide additional information (in multiple languages) about screen text and entry fields.

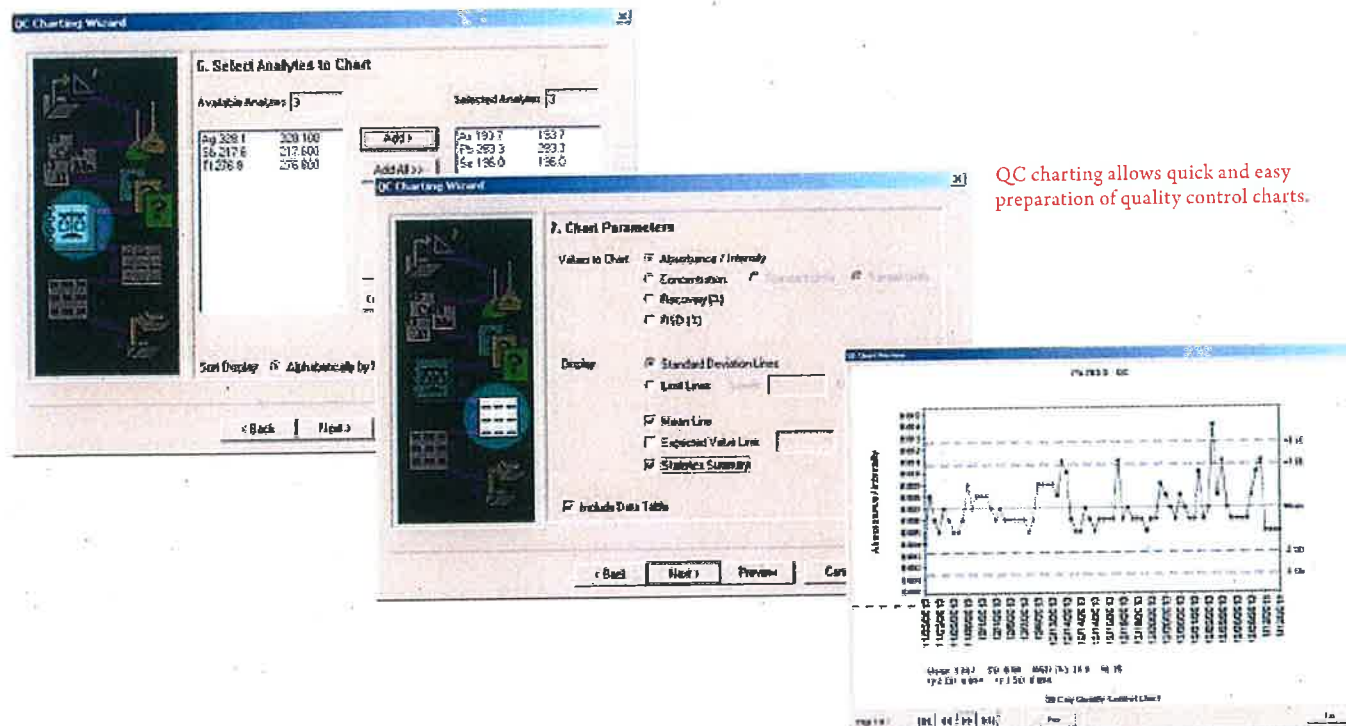
Once you have performed an analysis, the software gives you complete flexibility in how you work with your data.



Extensive Wizards make it easy to perform even the most complex tasks.

QC Charting

Quality control charts can be quickly and easily prepared from your WinLab32 data using the software's QC Charting Wizard. Results from QC samples, standards, blanks or any sample can be plotted. Limit ranges, means or expected values can be included on the chart. Results can even be exported as ASCII data for use with other applications.



QC charting allows quick and easy preparation of quality control charts.

Simple, Customizable Reporting

For optimum flexibility, WinLab32's Reporting Wizard allows you to report and save data in a variety of formats compatible with commercial word processing and spreadsheet formats, even HTML. You can also select and export data items describing the sample, mean values or replicate values from the Results Library.

Peak profiles can easily be exported to and read by most spreadsheet programs, and the software gives you convenient, one-click connectivity to PerkinElmer's LABWORKS™ LIMS system to create sample-information files from backlog lists or QA batches and to store results.

Security Features

Leveraging the power of the Microsoft® Windows® operating system, WinLab32 offers a broad array of administrator-definable access restrictions, automatic method and results storage, and data alteration detection features to ensure laboratory regulatory compliance. An optional Enhanced Security™ (ES) package adds another layer of capabilities—including version numbers added to all files and data sets—to help meet regulatory requirements such as 21 CFR Part 11.

THE RIGHT TOOLS

FOR A VARIETY OF APPLICATIONS

PerkinElmer offers a complete portfolio of specialized accessories, supplies and consumables that deliver reliable performance, control operating costs and maximize the uptime of your PinAAcle instrument.

S10 Autosampler

With more than 200 vessel positions and fast, accurate random access programming, the S10 autosampler can be used in conjunction with PinAAcle to create an efficient, flexible, fully automated analytical workstation. Rugged design and corrosion-resistant components ensure long-term reliability and reproducible, precise performance.

FIAS

Fully automated flow-injection system simplifies and speeds up analyses requiring complex sample preparation such as mercury and hydride-forming elements.

MHS-15 Mercury/Hydride System

Delivers improved detection limits (down to the ng range) for mercury and hydride-forming elements.

Sample Preparation

Multiwave™ 3000 microwave sample digestion system— Built-in cooling reduces cycle time, improving productivity.

Sample Preparation Blocks—Ideal for any digestion/heating method requiring a temperature below 180 °C.



PerkinElmer can easily turn a PinAAcle instrument into a fully automated analytical workstation.



Lamps

Lumina Hollow Cathode Lamps—Unique 2-inch cableless coded lamps allow automatic setup and provide long lamp lifetime.

Electrodeless Discharge Lamps—Designed to deliver the best linearity, sensitivity and precision, our EDLs offer exceptional light output and longer lifetime.

Graphite Tubes

Our exclusive high-density base graphite ensures unparalleled quality and reproducibility.

Whether you are using THGA or HGA tubes, both feature integrated platforms for exceptional analytical performance and are completely pyrocoated for longer lifetime.



Burner Heads

PerkinElmer offers a variety of solid titanium burner heads (5-cm, 10-cm as well as 3-slot) for different flame and sample types.



Nebulizers

Stainless steel or high-sensitivity, corrosion-resistant options are available to suit virtually any application.



PerkinElmer Pure Standards

Choose from a wide selection of pure standards that have been analyzed and certified to yield reliable, accurate results.



THE NUMBER ONE NAME IN LABORATORY SERVICES

Nothing has a greater impact on productivity or ROI than instrument uptime. And no one does more to ensure your AA system performs day in and day out than PerkinElmer. With OneSource® Laboratory Services, you have the world's largest and most respected global service and support network at your disposal. Whether you need anything from application help to instrument care, our team of certified, factory-trained Customer

Support Engineers is just a phone call away, 24 hours a day, seven days a week.

With more than 1,500 trained and certified field service engineers and service personnel around the world, OneSource offers the most comprehensive portfolio of professional laboratory services in the industry, including complete care programs for virtually every technology and manufacturer. By allowing you to consolidate all your service contracts under a single supplier, and by providing responsive, expert technical advice and support at a moment's notice, we ensure your instrumentation—and your lab—is running at optimum levels at all times.

Whether it's care and repair, validation and compliance, asset management and laboratory relocation, software and hardware upgrades or education and training, OneSource is... the ONE you can count on.



PinAAcle Series Models and Attributes

FEATURE	900F	900T	900H (Fall 2011)	900Z
Flame Capabilities	•	•	•	
Deuterium Furnace			•	
Longitudinal Zeeman Furnace		•		•
Fiber Optic Light Path	•	•	•	•
True Double-Beam Optics	•	•	•	
TubeView Color Furnace Camera		•	•	•
WinLab32 Software Interface	•	•	•	•

Other Solutions from the World Leader in Atomic Spectroscopy

As the world leader in atomic spectroscopy, PerkinElmer's solutions go far beyond the realm of innovative atomic absorption instrumentation. Our full family includes the world's most popular ICP-OES solutions, breakthrough ICP-MS technologies, as well as a wide array of mercury analyzers and sample-preparation tools.

For more information, visit us at www.perkinelmer.com/atomicspectroscopy.

REPORT OF ACTION

UTILITY COMMITTEE

18a-6

Project No. WA1301

Type: Project WA1301 Change Orders – Two Contracts

Location: Water Treatment Plant

Date of Hearing: 11/2/17

<u>Routing</u>	<u>Date</u>
City Commission	11/20/17
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, and Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor. The total proposed cost increase is \$211,086.12. In the change order proposal, there are 14 listed changes with ACI and seven (7) listed changes with WMI. The general contract (ACI) changes are primarily changes for building structural, process piping. A change in curb, gutter, and paving will allow for improved work truck access during chemical deliveries. The WMI changes were related to the piping conflicts and building code issues. Overall, Water Utility staff suggests that the MWTP construction project is going well and on schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 2.54% from the original bid price. However, only 1.38% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.16% of changes were implemented related to capacity increases with West Fargo water service. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	12	\$144,218.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	10	\$66,868.12
No. 3 – Electrical Construction	JDP Electric, Inc.	n/a	\$0.00
TOTAL			\$211,086.12

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,478,663.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,605,901.31
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
TOTAL		\$106,327,782.36


The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the \$30 million in grant funding allotted for the MWTP from the SWC.

MOTION:

On a motion by Mark Bittner, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders in a total amount of \$211,086.12 for the Membrane Water Treatment Plant.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Mark Bittner, Director of Engineering	X			
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Don Tucker, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			

ATTEST:



Troy B. Hall
Water Utility Director

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



Fargo Water Treatment Plant
 435 14th Avenue South
 Fargo, North Dakota 58103
 Phone (701) 241-1469
 FAX (701) 241-8110

MEMORANDUM

October 27, 2017

To: Utility Committee

From: Troy B. Hall, Water Utility Director *T B H*

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to Contract No. 1 and Contract No. 2 at this time. Letters of explanation from AE2S and change order forms are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
TOTAL		\$103,690,295.00

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,334,445.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,539,033.19
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
TOTAL		\$106,116,696.24

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	12	\$144,218.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	10	\$66,868.12
No. 3 – Electrical Construction	JDP Electric, Inc.	n/a	\$0.00
TOTAL			\$211,086.12

With Change Order approval, the new updated contract amounts would be as follows:

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,478,663.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,605,901.31
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,243,218.00
TOTAL		\$106,327,782.36



Construction of Ultrafiltration system. General Electric (Suez) is manufacturer. Photo from October 7, 2017.

MWTP Project Status Related Change Orders and Overall Cost

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded \$100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**
- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **2.34%**
- Adjusted Value Prior to Current CO Recommendations: **1.18%**
- After Current CO Recommendations: **2.54%**
- Adjusted Value After Current CO Recommendations: **1.38%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
 - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
 - 7th Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

Since the MWTP project is through (or nearly through) a number of the higher risk project components for change orders, Water Utility personnel think the project is at a very reasonable position from a change order perspective. 'Value Engineering' and teamwork between contractors, City staff, and consulting engineers has been an important factor in containing costs. The 'Value Engineering' for the foundation system was an important item for cost savings in the project, reducing the contract price by nearly \$300,000 early in construction.

Related to cost change orders, some higher risk project components include:

- Utility Infrastructure Rerouting (removal from excavation/construction areas) - **Complete**
- Mass Excavation (unforeseen underground conditions) - **Complete**
- Foundation (Pile) Installation - **Complete**
- Major Equipment/Treatment Process Submittals – **Complete**
- Concrete for Lower Level & Main Level - **Complete**
- Building Structural Steel, Exterior Brick, and Roof – **Nearing Completion**
- Process Piping, Building Electrical, and Mechanical Piping – **In progress**

The summer of 2017 has been an important construction season for the MWTP. It is intended that the building will be enclosed prior to this winter and heated. Additionally, process piping and major equipment is being installed. The permanent electrical system is intended to be operational in early 2018. Startup of some water treatment systems may begin in Spring of 2018. The MWTP is supposed to be operational in July, 2018.

A complicating factor for the MWTP construction is the agreement in July, 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers. These adjustments in most cases will be cost increases. Two significant cost changes attributed to West Fargo water service have previous approval – 7th Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

Detailed Summary of Change Orders

The cost impact to Contract No. 1 with Alberici Constructors, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	GAC Valve Size Change	\$3,004.00	Reduce Valves Sizes
2	Penthouse Air Barrier Plywood Sheathing	\$17,250.00	Manufacturer Required
3	Soda Ash Dehumidifier Reactivation Air to Roof (WCD 14)	\$10,629.00	Remove humidity
4	5 th Street Water Main Tie-In Valves	\$4,031.00	Pipe Isolation
5	Change in Length of Level Switch Rods - Dry Chemical Silos	\$16,244.00	Proper Level Control
6	4" Gas Line to Membrane WTP (WCD 13)	\$26,479.00	By Contractor not Xcel
7	Acid Building Stoop Walls (WCD 12)	\$12,756.00	Structural Support
8	Repair of Existing 24" RCP Storm Drain Pipe	\$11,778.00	Unknown Damage Found
9	Loading Dock Splices for Canopy Support	\$3,185.00	Drainage Slope Issue
10	Filtrate Pump Pad Re-Design (Structural)	\$5,497.00	Pump Thrust Force
11	Added Curb and Gutter and Paving (WCD 15)	\$35,248.00	Truck/Vehicle Access
12	Painting Dry Chemical Fir Conduit	\$1,803.00	Match Paint Scheme
13	Generator Building PRV-020 Support	\$676.00	Structural
14	Deduct for Acoustical Wall Panel Area	<u>(\$4,362.00)</u>	<u>Reduced Square Footage</u>
Total – Contract No. 1 Change for Change Order No. 11		\$144,218.00	

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Gas Water Heater Change (WCD 03)	\$3,620.99	Maintenance Access
2	Heating, Exp. Tank, Venting, and Mixing Stations (WCD 04)	\$43,667.60	City Codes/Temp Control
3	HVAC Changes	\$6,472.91	Process Piping Conflicts
4	Venting and Balancing	\$6,737.01	Building Codes/Conflicts
5	Area C Duct Offset	\$1,625.99	Process Piping Conflicts
6	Storm Drain Elevation Change	\$2,096.72	Elevation Correction
7	Add Fire Dampers	\$2,646.90	Building Code Required
Total – Contract No. 2 Change for Change Order No. 9		\$66,868.12	

Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$211,086.12 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with the general contractor and mechanical contractor in the total amount of \$211,086.12 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



October 27, 2017

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 12
Contract No. 1 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 12 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The GAC influent valves were shown and ordered the incorrect size. The correct sized valves will be ordered and the actuators will be switched with the correct valves.
2. Plywood sheathing will be installed on the penthouse walls to meet the manufacturer's requirements of the air barrier that will be applied to the penthouse walls.
3. The reactivation air outlet pipe from the soda ash dehumidifier will be routed through the roof to discharge outside to avoid discharge high moisture air into the penthouse space.
4. Valves were added on the Potable Water and Fire Supply lines at the connections to the mains in the street.
5. The length of the vibrating level switches (VLS) in all dry chemical silos will be increased in length from 3'-0" to 6'-6" to account for the slope of the dry chemical as it's loaded into the silo. In addition to the increased length, the VLS on the new silos will be relocated on top of the silos to also account for the slope of the dry chemical as it's loaded into the silo.
6. The gas line from the meter to the Membrane WTP will be installed by the Contractor in lieu of originally planning to have Xcel install this gas line.
7. Structural walls will be added for additional support below the stoops adjacent to the Sulfuric Acid Building.
8. The 24" RCP storm drain pipe north of the Residuals Facility was uncovered during construction work and found to have damage to a section of the existing pipe. This pipe will be repaired with new sections of RCP.

Mr. Troy Hall

Re: Change Order No. 12

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

October 27, 2017

Page 2 of 3

9. The loading dock is sloped to provide drainage and therefore the structural columns supporting the canopy on the outer edge of the loading dock will be spliced to increase their length to account for this slope.
10. The concrete pads for the Filtrate Pumps will increase in size and additional reinforcement will be added to account for the thrust forces from the pumps.
11. Additional paving will be added south of the generator building to provide better access to the garage and Generator Building while chemical trucks are parked in the driveway during unloading. Additional curb and gutter will also be added in the same around the Generator Building and along the existing WTP and new grit room area.
12. The conduit for the fire system will be painted in the Dry Chemical Penthouse to match the conduit color scheme throughout the building.
13. The support steel for PRV-020 in the Generator Building increased in length when the new bar joists were removed, therefore the support steel will increase in size to account for this increased length.
14. The acoustical wall panels will be reduced in length by one foot in the Blower and Air Compressor Room; reducing the total square footage of the panels.

The cost impact to Contract No. 1 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 166 – GACI Valve Size Change	\$3,004.00
2. PCO 172 – Penthouse Air Barrier Plywood Sheathing	\$17,250.00
3. PCO 177 – Soda Ash Dehumidifier Reactivation Air to Roof (WCD 14)	\$10,629.00
4. PCO 184 – 5 th St Water Main Tie-in Valves	\$4,031.00
5. PCO 186 – Change in Length of Vibrating Level Switches	\$16,244.00
6. PCO 191 – 4” Gas Line to Membrane WTP (WCD 13)	\$26,479.00
7. PCO 196 – Acid Building Stoop Walls (WCD 12)	\$12,756.00
8. PCO 199 – Repair of existing 24” RCP	\$11,778.00
9. PCO 203 – Loading Dock Splices	\$3,185.00
10. PCO 204 – Filtrate Pump Pad Re-Design	\$5,497.00
11. PCO 207 – Added Curb and Gutter and Paving (WCD 15)	\$35,248.00
12. PCO 209 – Painting Dry Chemical Fire Conduit	\$1,803.00
13. PCO 223 – Generator Building PRV-020	\$676.00
14. PCO 224 – Deduct for Acoustic Wall Panel Area	(\$4,362.00)
Total for Change Order No. 12 =	\$144,218.00

Mr. Troy Hall

Re: Change Order No. 12

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

October 27, 2017

Page 3 of 3

Upon the City of Fargo's acceptance of Change Order No. 12, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

Attachments

Change Order

No. 12

Date of Issuance: 10/27/2017 Effective Date: 11/06/2017

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 1 – General Construction		Date of Contract: 04/27/2015
Contractor: Alberici Constructors Inc.		Engineer's Project No.: P00803-2009-25

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Description of Work.

Attachments: Description of Work
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>80,044,884.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> : \$ <u>1,289,561.05</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: — Substantial completion (days): _____ — Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>81,334,445.05</u>	Contract Times prior to this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ <u>144,218.00</u>	[Increase] [Decrease] of this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>81,478,663.05</u>	Contract Times with all approved Change Orders: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (Authorized Signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____
Approved by Funding Agency (if applicable): _____		Date: _____



October 26, 2017

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 10
Contract No. 2 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 10 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The water heater model will be changed to allow for better maintenance access to the water heater components.
2. The redundant heating valves will be turned over to the City for spare parts, the sanitary cleanouts will be added to meet City code requirement, and the water mixing stations will be added to allow the WTP staff to vary the water temperature for cleaning and maintenance around the building.
3. Duct changes will be made in Areas D and H to avoid conflicts with process piping and pipe supports.
4. Flow balancing valves on the heating system were determined to be redundant and will be removed. The venting on the neutralization tanks in the lab will be revised to meet building code requirements, and vent piping in the MF/UF Pump Room will be rerouted to avoid conflict with the stairs.
5. Duct work in Area C will be offset to avoid a conflict with the process pipe hanger.
6. The storm drain exiting the west side of the building in Area C will be rerouted to match the elevation of the storm site piping on the exterior of the building.
7. Fire dampers will be added in the operating level chase in Area D to meet building code requirements.

Mr. Troy Hall

Re: Change Order No. 10

Contract No. 2 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

October 26, 2017

Page 2 of 2

The cost impact to Contract No. 2 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 142 – Gas Water Heater Change (WCD 03)	\$3,620.99
2. PCO 149 – Heating, Exp. Tank, Venting, and Mixing Stations (WCD 04)	\$43,667.60
3. PCO 154 – HVAC Changes	\$6,472.91
4. PCO 155 – Venting and Balancing	\$6,737.01
5. PCO 198 – Area C Duct Offset	\$1,625.99
6. PCO 200 – Storm Drain Elevation Change	\$2,096.72
7. PCO 201 – Added Fire Dampers	\$2,646.90
Total for Change Order No. 10 =	\$66,868.12

Upon the City of Fargo's acceptance of Change Order No. 10, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE
Project Engineer

Attachments

Change Order

No. 10

Date of Issuance: 10/27/2017 Effective Date: 11/06/2017

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 2 – Mechanical Construction		Date of Contract: 04/27/2015
Contractor: Wrigley Mechanical Inc.		Engineer's Project No.: P00803-2009-25

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Description of Work.

Attachments: Description of Work
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 6,824,000.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 9 :

\$ 715,033.19

Contract Price prior to this Change Order:

\$ 7,539,033.19

[Increase] [Decrease] of this Change Order:

\$ 66,868.12

Contract Price incorporating this Change Order:

\$ 7,605,901.31

CHANGE IN CONTRACT TIMES:

Original Contract Times: Working days Calendar days

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :

— Substantial completion (days): _____

— Ready for final payment (days): _____

Contract Times prior to this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

— Substantial completion (days or date): _____

— Ready for final payment (days or date): _____

RECOMMENDED:

By: _____
Engineer (Authorized Signature)

Date: _____

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA

Type: Contract Time Extension
Guarantee Cost Program

Location: Water Treatment Plant

Date of Hearing: 11/2/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/20/17</u>
Project File	<u> </u>


Troy Hall, Water Utility Director, presented the attached memo and proposal from Aqua-Pure for a contract time extension to the WTP's Guaranteed Cost program. The WTP typically uses polymers in the pretreatment and softening processes, as well as, periodically to help reduce turbidity as a filter aid. The Guaranteed Cost contract with Aqua-Pure has a cost guaranteed based on the volume of water treated at the WTP. Since inception, the Guaranteed Cost program has achieved savings in polymer costs and the Aqua-Pure products have performed extremely well in the WTP processes. As such, WTP staff have recommended a one-year extension to the Guaranteed Cost Contract with Aqua-Pure, Inc.

MOTION:

On a motion by Ben Dow, seconded by Terry Ludlum, the Utility Committee voted to approve a one-year extension to the Guaranteed Cost Contract with Aqua-Pure, Inc. for polymer chemicals at the Water Treatment Plant.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner					
Mark Bittner, Director of Engineering		X			
Kent Costin, Director of Finance		X			
Brian Ward, Water Plant Supt.		X			
Don Tucker, Wastewater Plant Supt.		X			
Bruce Grubb, City Administrator		X			
Scott Liudahl, City Forester		X			
Terry Ludlum, Solid Waste Utility Director		X			
James Hausauer, Wastewater Util. Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		X			

ATTEST:



 Troy B. Hall
 Water Utility Director

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



Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM

October 27, 2017

To: Utility Committee

From: Troy Hall, Water Utility Director *TBK*

Re: Aqua-Pure Contract Extension – Guaranteed Cost Program

Introduction

Currently, there is a one year contract extension with Aqua-Pure, Inc. (Aqua-Pure) to provide chemical products. These chemical products help settle out solids in our water treatment processes. The contract extension is to cover the 2018 calendar year and will expire at the end of December. The original 3-year contract with Aqua-Pure from 2011-2013 was for these same products. The contact with Aqua-Pure has a guaranteed cost based on the water volume treated. Aqua-Pure has provided the City of Fargo with an option to extend this contact for one additional year (see attached letter dated October 24, 2017). According to the Aqua-Pure letter, there will be no cost increase for 2018. There has been only one price increase of 2.5 percent in the past seven years. Staff in the water treatment plant recommends a one year extension to the contract.

Background

The water treatment plant uses chemicals, typically polymers, to help settle out solids in the pre-sedimentation process and the lime softening process. Periodically, a filter aid polymer is used to help reduce turbidity (or improve water clarity) as well. With the guaranteed cost contract, Aqua-Pure provides coagulation products in sufficient quantity to attain performance targets for turbidity in two processes: pretreatment and softening. Aqua-Pure has provided products that have worked well in our plant. Additionally, the experienced personnel for Aqua-Pure have provided excellent technical support as needed under the contract.

There has been interest expressed by another company to provide products under a guaranteed cost program for this same purpose as the Aqua-Pure contact. They would also use a volume charge formula for the quantity of water treated. However, their products have not been fully tested for our treatment process. We are requesting a 1-year extension to the contract with Aqua-Pure to allow additional time for testing products from the other company. Provided we have runoff with the snow melt next Spring, we would anticipate requesting competitive proposals for guaranteed cost programs late in 2018.

Plan of Financing

Funding for the products under this contract is from the Water Treatment budget (Account: 501-3051-441.65-10). Under the proposed price guarantee for 2017, the pre-sedimentation product cost is \$0.024929 per 1000 gallons treated and the softening process is \$0.012986 per 1000 gallons treated. For example, the cost for September 2017 was \$18,880.53 for treating 497.97 million gallons of raw water.

SUGGESTED MOTION:

Approve a one-year extension to the contract with Aqua-Pure, Inc. for chemical products for water treatment. Funding for the products under this contract is from the Water Treatment budget (Account: 501-3051-441.65-10).

Your consideration in this matter is greatly appreciated.



October 24, 2017

Mr. Troy Hall
Mr. Brian Ward
FARGO FILTRATION PLANT
435 14th Ave. S.
Fargo, ND 58103

SUBJECT: CONTRACT EXTENSION FOR 2018

Gentlemen,

The present "Guaranteed Cost" contract between the City of Fargo and AQUA-PURE INC. will expire at the end of the year 2017. Per your request, AQUA-PURE INC will give a one year extension on the "Guaranteed Cost" contract. Pricing will remain firm for 2018 at \$24.929 per million gals for presed and \$12.986 per million gals for the softening basins. These costs will be evaluated after the membrane plant is started up as we do not know the impact that the membrane plant will have on your present conventional treatment.

AQUA-PURE INC would like to take this time to thank the City of Fargo and the Fargo Water Treatment Staff for their business and their cooperation. It has been a pleasure serving you. We look forward to the opportunity of working with you in the future.

Sincerely,

George Reck
President/GM
AQUA-PURE INC
716 N Helen Ave
Sioux Falls, SD 57104
gallenreck@aol.com
218-790-0092

cc – – Fargo Water
Steve Johnson – AQUA-PURE INC.

20

November 16, 2017

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

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval to award a five-year contract for Snow Removal Services for the Bus Shelters and Hubs to Valley Green & Associates, and authorize the Transit Department to enter into and execute a contract.

Fargo's contract for snow removal services expires on 12.31.2017. Fargo and Moorhead published a joint Request for Proposals (RFP) for shelter and hubs snow removal services on 9.11.2017. Two vendors submitted proposals: J.T. Lawn Service and Valley Green & Associates. The only fully compliant proposal was from Valley Green & Associates.

Fargo's Transit Director participated in the RFP draft, evaluation of proposals and award recommendation. The only acceptable bid was from Valley Green & Associates, and their bid was lower than the budgeted cost. Total costs were calculated with the assumption of 10 snow events per winter, with snow event being defined as 2" snowfall accumulation or more. The analysis is below:

Fargo					
Contract Year	Yearly Cost	Cost per Shelter per Snow Event	Number of Shelters	Cost per Hub per Snow Event	Number of Hubs
1	\$17,800	\$20	74	\$300	1
2	\$17,800	\$20	74	\$300	1
3	\$17,800	\$20	74	\$300	1
4	\$17,800	\$20	74	\$300	1
5	\$17,800	\$20	74	\$300	1
Cost for Contract Life	\$89,000				

Fargo's hub pricing includes the Ground Transportation Center (GTC), including the bus deck and all walkways. This operating cost is shared 1/3 Moorhead, 2/3 Fargo.

Recommended Motion: Reject the bid from J.T. Lawn Service, award the five-year snow removal contract to Valley Green & Associates from the RFP issued September 11, 2017, and authorize the Transit Department to enter into and execute a contract following the Legal Department's review.

Sincerely,

Julie Bommelman
 Julie Bommelman, Transit Director
 City of Fargo

For Schedule Information: 701-232-7500

21

November 20, 2017

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

Dear Commissioners:

Transit implemented several route changes on July 1, 2017. Included in those changes was the creation of Route 24, which serves the new Sanford Medical Center and various locations in West Fargo. The route was created through our Transit Development Plan (TDP) study. Shortly after implementation, requests were made by the neighborhood along 6th St E in West Fargo to change the route path to take 4th St E instead. MATBUS staff documented all comments provided by the neighborhood and provided them to West Fargo Planner, Larry Weil. West Fargo City Commission did approve the route change effective December 1, 2017 pending approval by Fargo City Commission on November 20, 2017. Detailed information on the change is located in the attachment.

MATBUS staff did bring the proposed change to the MATBoard on November 15, 2017; however, there was not a quorum. All members present had no concerns with the change.

The requested motion is to approve the proposed route change for Route 24, effective December 1, 2017.

Thank you.



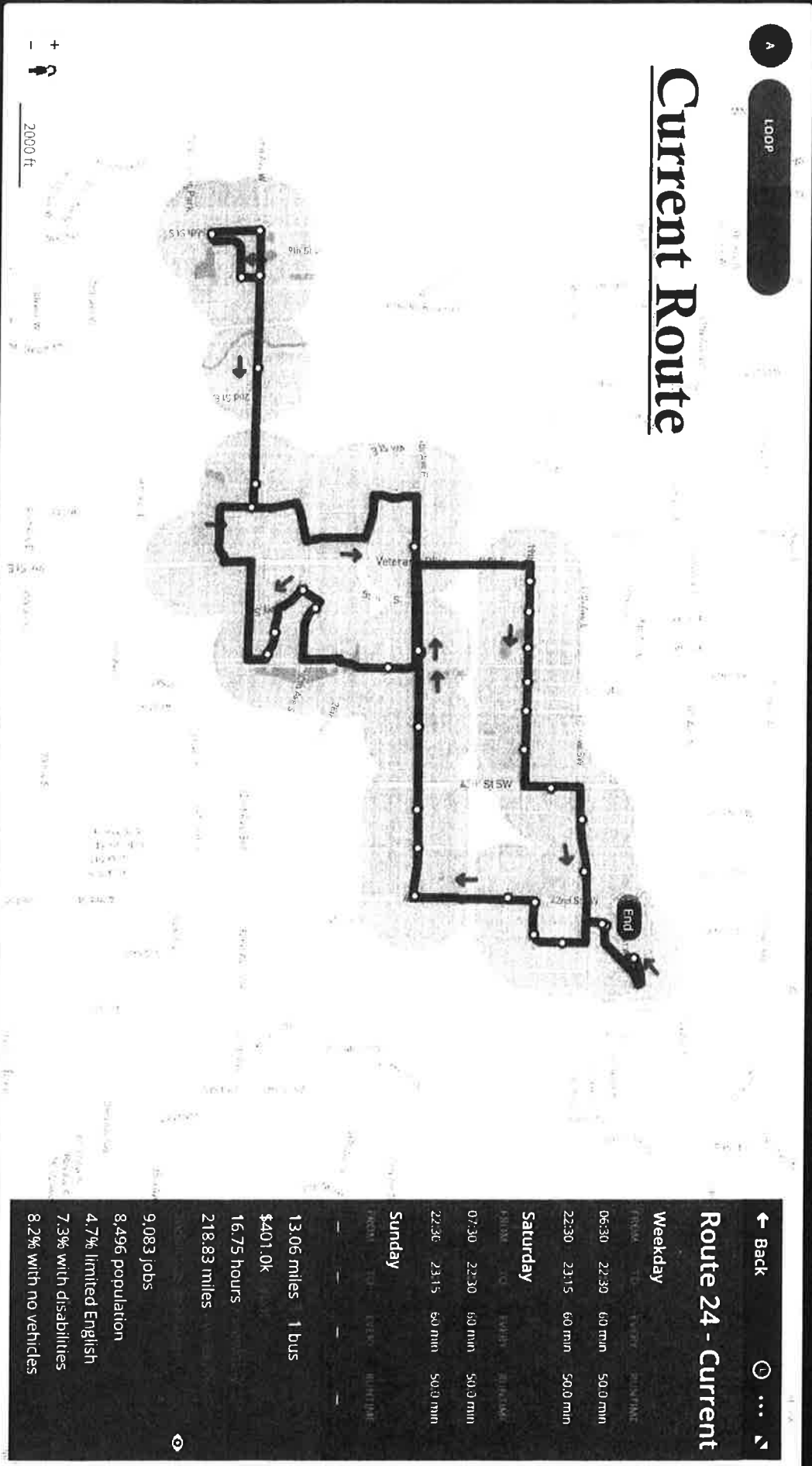
Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachments



Route 24 Changes

Effective December 1, 2017



Current Route

← Back ⋮ ↗

Route 24 - Current

Weekday

FROM	TO	TRIP	TRIP TIME
06:30	22:30	60 min	500 min
22:30	23:15	60 min	500 min

Saturday

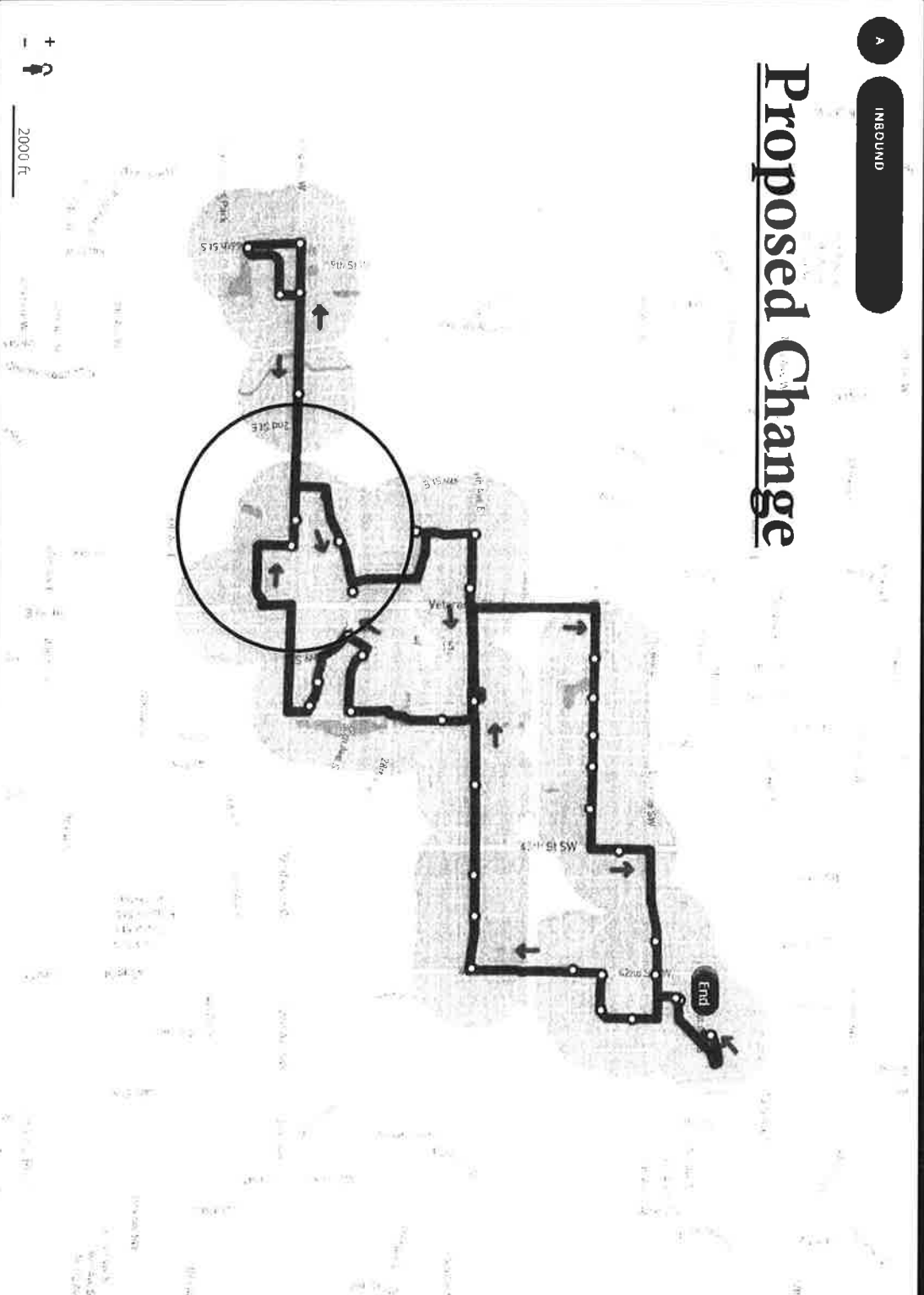
FROM	TO	TRIP	TRIP TIME
07:30	22:30	60 min	500 min
22:30	23:15	60 min	500 min

Sunday

FROM	TO	TRIP	TRIP TIME
13.06 miles	1 bus		
\$401.0k			
16.75 hours			
218.83 miles			
9,083 jobs			
8,496 population			
4.7% limited English			
7.3% with disabilities			
8.2% with no vehicles			

A INBOUND

Proposed Change



← Back ⌂ ... ↗

Route 24 - Proposed

Weekday

FROM	TO	EVERY	MINUTE	TRAVEL TIME
06:30	22:30	60 min	50.0 min	
22:30	23:15	60 min	50.0 min	

Saturday

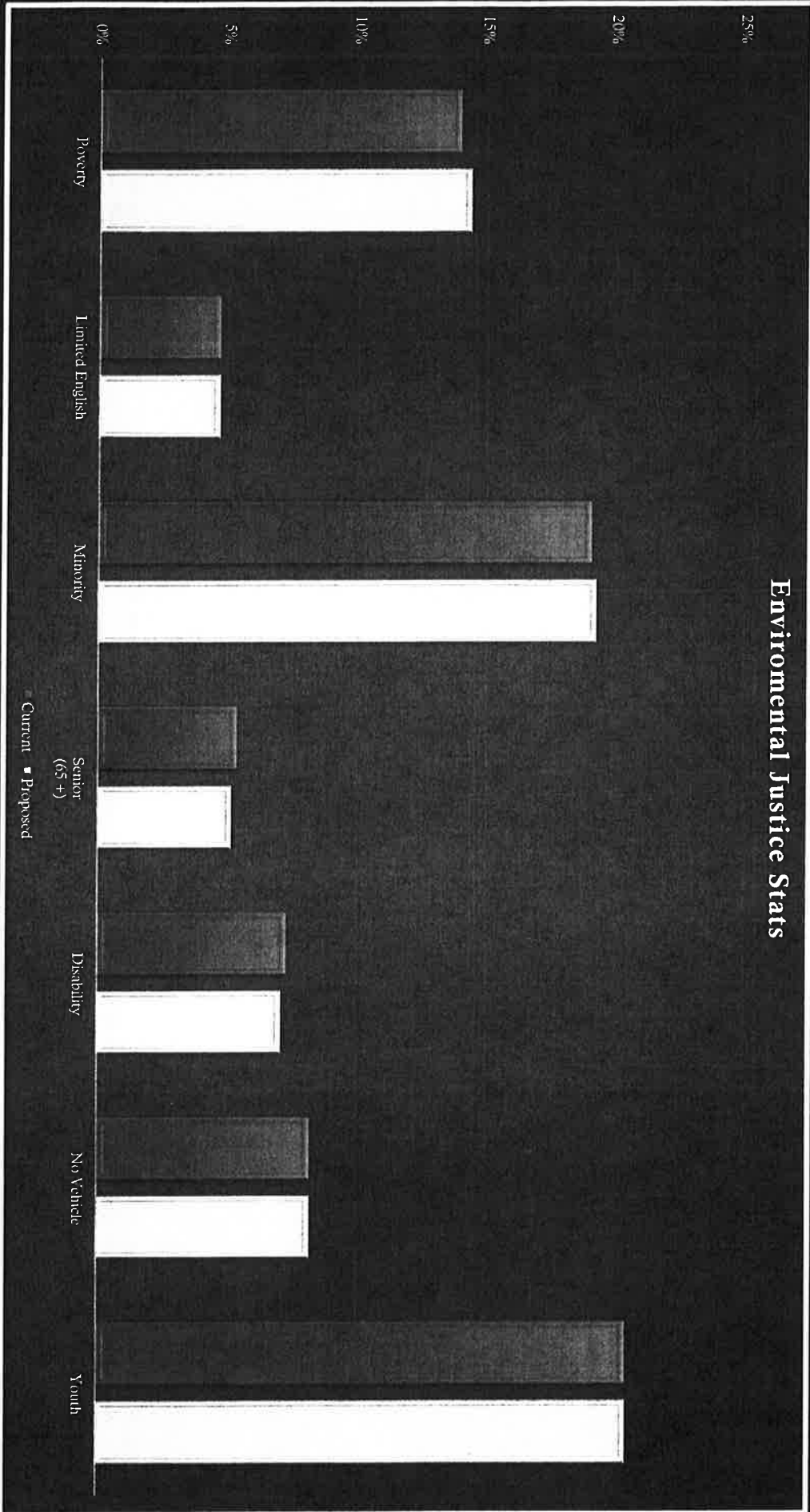
FROM	TO	EVERY	MINUTE	TRAVEL TIME
07:30	22:30	60 min	50.0 min	
22:30	23:15	60 min	50.0 min	

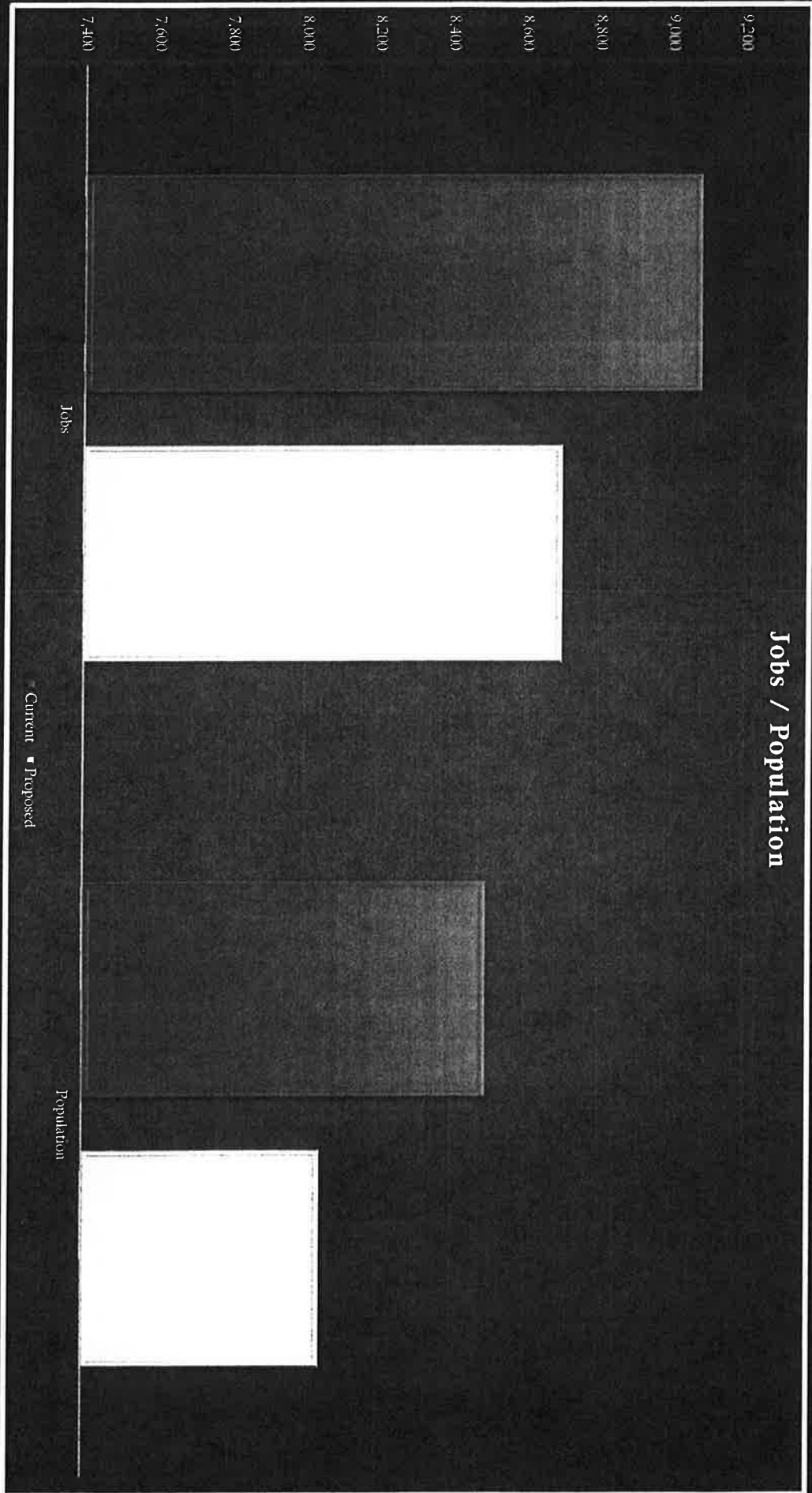
Sunday

FROM	TO	EVERY	MINUTE	TRAVEL TIME

- 13.47 miles 1 bus
- \$401.0K
- 16.75 hours
- 225.59 miles
- 8,701 jobs
- 8,047 population
- 4.7% limited English
- 7.1% with disabilities
- 8.2% with no vehicles

Environmental Justice Stats







22

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 16, 2017

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

RE: RFP for Dual Auto Side Load Refuse Packer RFP17324

Commissioners:

On November 3, 2017, proposals were received and read for one (1) Dual Auto Side Load Refuse Packer. Three proposal was submitted that met the required specifications.

The results are as follows:

Table with 2 columns: Firm, Price. Rows: Sanitation Products \$309,323.00, Sanitation Products \$319,790.00, Sanitation Products \$304,250.00

The review committee consisting of Terry Ludlum, Dave Rheault, and Allan Erickson determined that all vendors met the required specifications and the prices were within expected parameters. Our recommendation is to award to Sanitation Products. Funding for this project has been included in the 2018 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Dual Auto Side Load Refuse Packer from Sanitation Products for the total amount of \$304,250.00.

Respectfully Submitted,

Handwritten signature of Allan Erickson

Allan Erickson Fleet Management Specialist



Request for Proposals (RFP)
Dual ASL Truck
 11/3/17

Proposal Evaluation Summary

	Sanitation Products	Sanitation Products	Sanitation Products		
MANUFACTURER	Labrie Expert	Labrie Expert	Labrie Expert		
Model	Pete 348	Pete 520	Ft MS106		
Chassis					
Packer Body	\$316,823.00	\$327,290.00	\$313,750.00		
TRADE:	-\$7,500.00	-\$7,500.00	-\$9,500.00		
Total	<u>\$309,323.00</u>	<u>\$319,790.00</u>	<u>\$304,250.00</u>		
W/O Trade	\$316,823.00	\$327,290.00	\$313,750.00		

Est. Delivery	60-90	60-90	60-90		

Bid Tabulation

Make: Freightliner Model: MS 106
Price Bid Per Unit: \$ 313,750 \$ 313,750

Trade-in Allowance

2009 International 4300 (207)
Kann Recycle body TL72-626A
Serial # 1HTMMAAN9AH204341 \$ 9500

Total equipment price \$ 304,250

Conventional Cab Option \$

Delivery Date

Number of days for delivery from date of order: 60-90 days on receipt of chassis

Company Sanitation Products

By: Chris Haugrud 
(Name)

President 11/03/2017
(Title) (Date)

Warranty

Please fill out all applicable lines. "See Enclosed" is not acceptable

Base Manufacture Freightliner Basic vehicle 2yrs/unlimited miles

Labrie - 1 year warranty. Details enclosed

Hydraulics

Labrie - Hydraulic 1 year warranty

Other Warranties that apply:

Cummins L9 engine 2 years/250,000 miles



Bid Form # 13143 _____

Date: 10/27/2017

Client:	Sanitation Products Inc	User:	Fargo, City of
Contact:	Chris Haugrud	Contact:	
Address:	1402, 41st Street, N.W., P.O. Box 166	Address:	
	Fargo, ND, 58107, USA		
Phone/Fax:	1-701-282-0296 / 1-701-277-1149	Phone/Fax:	/
Distributor:	Sanitation Products Inc.	Price List:	

Shipping address if different from above: Sanitation Products in Fargo, ND

DESCRIPTION		Price
Model:	EXPERT HELPING HAND	Capacity: 29 (27+2) c.y. - XHHS0272
Chassis MFR:	Peterbilt - Customer	See below
Engine:	Model: 520	Axle: 6 x 4
Transmission:	RDSxxxxSeries	Cab: Cab over
Driving config at del.:	RH drive only	Aux. Axle: No
Labrie stock # :	Supplied by customer	S/N:
Chassis availability:	TBC	WD #:
Other:		
Cab color:	Factory White	Body color: White N0006EA
Chassis color:	Factory black	Paint scheme: Match Cab: YES
Cart type:		Cart make: Capacity:
Position:		Size:
Additional Manuals:	0	
Configurative features:		
CDFL0301	Drop-frame only by Labrie (Hydraulic and fuel tank not included- must be selected separately)	
BLHH0300	Helping Hand: LH-side- including split hopper Dutch doors (Co-mingle- Crusher panel(s)-Retainer teeth or Long Reach not available)	
CHFT0300	Tanks- Saddle tanks: combo 65 gal. fuel / 71 gal. hydraulic (Cab-over Diesel)	
Lifting arm option:		
AGSS0310	Dual shield for Dual Helping Hand only: installed behind grabber	
AGCD0300	Grabber counting device: counts number of carts dumped	
ALRE0300	Long Reach Extension (RH-side Helping Hand only)	
Control options:		
AAAC0360	Auxiliary arm controls: RH and LH-side- in-cab (Mini-joystick style) for Dual Helping Hand	
Hydraulic options:		
HHWK0300	Alarm for low hydraulic oil level & hydraulic oil temperature	
HHOH0300	Hydraulic oil heater: in-tank (Electric 110v)	
HPCR0300	Packer cylinders hydraulic oil regeneration (not available with ISL-G engine)	
Electrical options:		
EBCV0300	Body control valve: electric-over-hydraulic	
Lighting options:		
EXL-1	Location: LH-side hopper (1)	
EXL-2	Location: LH-side rail (2)	
EXL-4	Location: RH-side rail (4)	
LLPA0310	Multifunction Lights Package: Multifunction round amber lights (4), Oval center brake light-red- in upper tailgate (1), Round brake lights- red- in upper tailgate light bar (2)	
LWLK0335	Work light kit: triple- In-cab single manual switch - LED type	
Camera options:		
EX-4	Hopper LH-side (4)	
EX-32	RH-side post pointing towards hopper - for Helping Hand LH-side	
EX-1	Tailgate center 2/3 (1)	
CCST0338	Triple Zone Defense : - 7" color- LCD swivel monitor - Includes heater and shutter- night vision and sound - No 4-In-1 display	
Body options:		
BASB0300	Anti-sail bars on rear mudflaps (N/A with tag axle or comingle body or 15cy body)	
BCST0300	Clean out tools (broom & shovel kit including brackets installed inside RH-side door; hoe including bracket installed on LH-side body)	
BALS0310	Ground level grease points: for tailgate & hopper door hinges	
Non standard options:		
2017-5622:AFS	Hydraulic, Hydraulic system shut down with error message on multiplex display - Return filter in by-pass mode	
Terms:		
Weight distribution:		
Delivery:		
Taxes:		



23

PUBLIC WORKS/OPERATIONS

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

November 16, 2017

The Honorable Board of City commissioners City of Fargo 200 North Third Street Fargo, ND 58102

RE: RFP for Asphalt Paver RFP17323

Commissioners:

On November 3, 2017 request for proposals were received for One (1) Asphalt Paver. Four proposal were submitted by two vendors.

The results are as follows:

Table with 4 columns: Firm, Equip Condition, Specifications met, Price. Rows include Butler Machinery and Swanston Equipment with various conditions and prices.

The review committee consisted of Ben Dow, Mark Williams, and Allan Erickson and determined that one vendor met most of the specifications required. Price was within expected parameters. Our recommendation is to award the RFP to Swanston Equip. Funding for this project has been included in the 2017 Replacement budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Used Asphalt Paver from Swanston Equipment for the total amount of \$148,600.

Respectfully Submitted,

Handwritten signature of Allan Erickson

Allan Erickson Fleet Management Specialist



**Request for Proposals (RFP)
Asphalt Paver
11/6/17**

Proposal Evaluation Summary

	Swanston Equipment	Swanston Equip	Butler Machinery	Butler Machinery
Body Manf Model	Carlson CP100	Carlson CP100	Weiler P385B	weiler P385B
Package	\$166,600.00	\$186,800.00	\$166,185.00	\$163,500.00
Trade#1	-\$18,000.00	-\$18,000.00	-\$20,000.00	-\$20,000.00
Trade#2			\$21,370.00	
Grade Slope Trade#4				
Total	\$148,600.00	\$168,800.00	\$167,555.00	\$143,500.00

220

New

162

reversing auger
2 Seat
Heated end gate
Floor Plates
Def / DPF
Umbrella
Grade/Slope

no
no
no
AR400
Yes
no
Yes
\$21,370.00

yes
yes
yes
AR450
no
yes
Inc.

New

220

Price

Make: Carlson

Model: CP100

Year: 2017

Price per 1 unit

\$ 166,600.00

Trade

\$ 18,000.00

Total equipment price

\$ 148,600.00

Total Machine hours

162

This unit is based upon availability

Delivery Date

Number of days for delivery from date of order: 20 Days ARO

Company Swanston Equipment

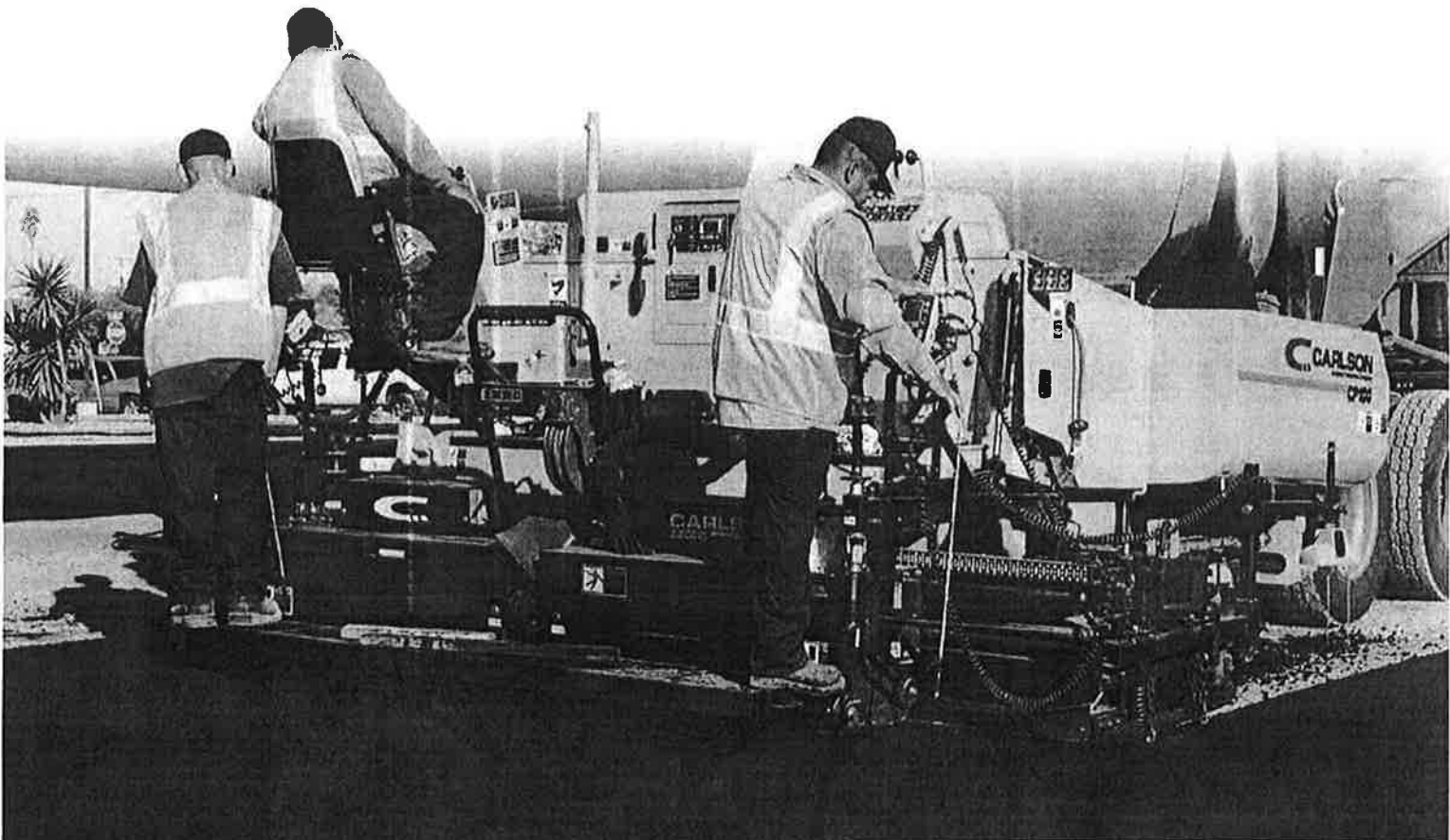
By: Mike Mullen
(Name)

Sales Rep 10/31/2017
(Title) (Date)



CP100

COMMERCIAL CLASS PAVER



CP100

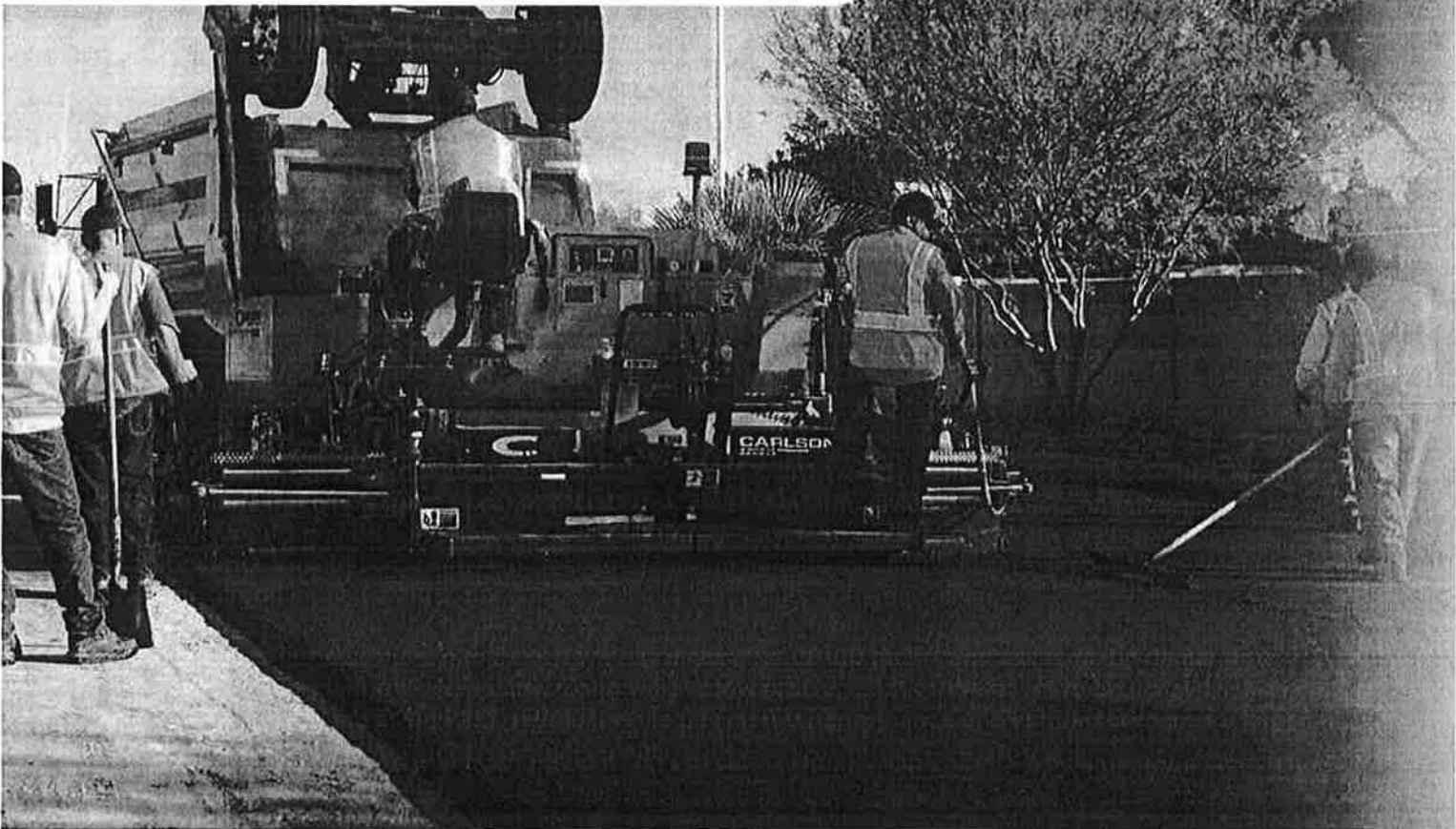
Engine	100hp (74kW) CAT® Tier IVi
Std. Width	8'-15' (2.43-4.59m)
Max Width	17' (5.18m)
Weight	19,750 lbs (8958kg)

OVERVIEW

Built like a highway-class paver. Made for the commercial-class contractor. The Carlson CP100 is the industry's leading commercial-class paver platform, giving contractors a platform unmatched in quality, performance and longevity. Utilizing heavy-duty, fully replaceable highway-class wear components, an intuitive, contractor focused platform and the commercial-class' leading 8'-15' electrically heated screed in the EZC815, the CP100 delivers big results in a small paver.

From small to large-scale commercial paving projects, the CP100 meets and exceeds the demands of contractors. The platform's versatility, along with its low profile, enables the paver to be utilized in size restrictive areas, such as parking garages, while having the performance and contractor-focus for large scale parking lot or municipal road applications.

Highway-Class Build And Performance In A Commercial-Class Paver Platform





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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 16, 2017

The Honorable Board of City commissioners City of Fargo 200 North Third Street Fargo, ND 58102

RE: RFP for Squad Setups RFP17322

Commissioners:

On November 3, 2017 request for proposals were received for One (1) Police Squad setups. Four proposal were submitted by four vendors.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Code 4 Services	\$17,127.71
Midstates Wireless	\$17,111.00
Rogers Two Way	\$19,732.28
Action Fleet	\$19,408.09

The review committee consisted of Ben Dow, Mike Baukol, and Allan Erickson and determined that Code 4 Services met all of the specifications required. Two vehicles were sent to both low cost vendors for an evaluation. Workman ship, cost and finish time was part of the discussion and evaluation process. Our recommendation is to award the RFP to Code 4 Services. Funding for this project has been included in the 2017 Central Garage operational budget.

SUGGESTED MOTION:

Approve the recommendation to use Code 4 Services for future police squad setups for total amount of \$17,127.71 each.

Respectfully Submitted,

Allan Erickson Fleet Management Specialist



**Request for Proposals (RFP)
2017 Squad Setups
11/6/17**

Proposal Evaluation Summary

	Code 4 Services	Midstates Wireless	Action Fleet	Rogers Two Way
Package	\$17,127.71	\$17,111.00	\$19,408.09	\$19,732.28
Total	\$17,127.71	\$17,111.00	\$19,408.09	\$19,732.28

25

November 15, 2017

ENGINEERING DEPARTMENT

200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-17-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, November 15, 2017, for Water Service Lowering & Incidentals, Project No. UR-17-C1, located at various locations city wide.

The bids were as follows:

Dirt Dynamics	\$141,505.00
Shermans LLC	\$142,903.40
Dakota Underground Co.	\$187,035.00
Master Construction	\$200,000.00

Engineer's Estimate	\$192,865.00
---------------------	--------------

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$141,505.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-17-C1

Water Service Lowering & Incidentals

Various Locations - City Wide

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;


That the following is detailed statement of the estimated cost of the job described as:

Water Service Lowering & Incidentals Project # UR-17-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Service Lowering				
1 Rem & Repl Pavement 8" Thick Asph	SY	10.00	185.00	1,850.00
2 Rem & Repl Pavement 8" Thick Reinf Conc	SY	244.00	185.00	45,140.00
3 Rem & Repl Curb & Gutter	LF	116.00	50.00	5,800.00
4 Rem & Repl Driveway 6" Thick Reinf Conc	SY	85.00	85.00	7,225.00
5 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	66.00	6,600.00
6 Bore Pipe 1" Dia Copper	LF	552.00	45.00	24,840.00
7 Rem & Repl CS & Box 1" Dia	EA	15.00	1,400.00	21,000.00
8 Transfer Water Svc	EA	15.00	900.00	13,500.00
9 Sodding	SY	170.00	30.00	5,100.00
10 Inlet Protection - Existing Inlet	EA	15.00	150.00	2,250.00
11 Traffic Control - Type 1	LS	1.00	7,200.00	7,200.00
12 Stormwater Management	LS	1.00	1,000.00	1,000.00
			Water Service Lowering Total	141,505.00
			Total Construction in \$	141,505.00
			Engineering 6.00 %	8,490.30
			Legal & Misc 3.00 %	4,245.15
			Contingencies 10.00 %	14,150.50
			Interest 4.00 %	5,660.20
			Total Estimated Costs	174,051.15
			Utility Funds - Water - 501	174,051.15
			Unfunded Costs	0.00

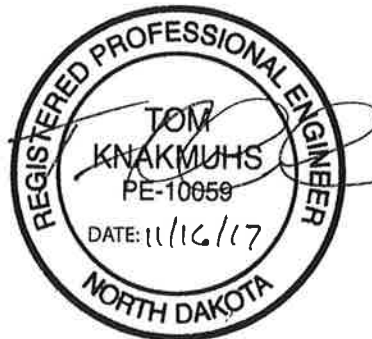
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 11/15/2017



Thomas Knakmuhs

Division Engineer



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. TN-16-F1 Type: Time Extension (CO#1)
 Location: 52nd Ave/31st St & 52nd Ave/63rd St Intersections Date of Hearing: 11/13/2017

Routing Date
 City Commission 11/20/2017
 PWPEC File X
 Project File Jason Baker

The Committee reviewed the accompanying correspondence from Project Manager, Jason Baker, regarding a time extension requested by Strata Corporation.

The Contractor has requested a time extension for the installation of permanent signal poles. This is due to a delay receiving traffic signal poles from the supplier. Millerbernd, the supplier for the traffic signal poles, estimates the poles arrival to be by December 8, 2017. In order to have a good, acceptable product, it is best to install the poles when temperatures are above freezing.

Staff is recommending approval of the time extension as shown in the table below:

Original Contract	Revised This Memo
11/15/17 Substantial 06/14/18 Final	5/14/18 Substantial 06/14/18 Final

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the time extension as explained above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds & Special Assessments

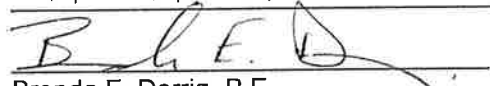
	Yes	No
Developer meets City policy for payment of delinquent specials	<u> </u>	<u> </u>
Agreement for payment of specials required of developer	<u> </u>	<u> </u>
Letter of Credit required (per policy approved 5-28-13)	<u> </u>	<u> </u>

COMMITTEE

- Tim Mahoney, Mayor
- Jim Gilmour, Director of Planning
- Steve Dirksen, Fire Chief
- Mark Bittner, Director of Engineering
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- City Engineer
- Kent Costin, Finance Director

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: PWPEC
From: Jason Baker, Project Engineer *JMB*
Date: November 8, 2017
Re: TN-16-F1 Traffic Signal Improvements & Incidentals – Time Extension (CO #1)

Background:

Improvement District #TN-16-F1 is located on 52nd Ave S at both intersections of Timbercreek Parkway and 63rd St S.

Enclosed is a letter submitted by Strata Corporation asking for the substantial completion date to be moved from November 15, 2017 to May 14, 2018.

Strata will have everything completed for this job which includes having the temporary signal installed and running on 63rd St S by the original completion date, except for the installation of the permanent signal poles at Timbercreek Parkway. Millerbernd, the supplier for the traffic signal poles, estimates that they will arrive by December 8, 2017. In order to have a good acceptable product it is best to install the poles when temperatures are above freezing. I am recommending to approve the requested time extension.

Recommended Motion:

1. Approve change to the Substantial Completion and Final Completion dates as shown below:

Original Contract		Revised This Memo
11/15/17 Substantial 06/14/18 Final		5/14/18 Substantial 06/14/18 Final

JMB/klo
 Attachment

Jason Baker

From: Keith Wolter <Keith.Wolter@stratacorporation.com>
Sent: Thursday, October 26, 2017 8:09 AM
To: Jacob Rick
Cc: Jason Baker; Jeremy Gorden
Subject: FW: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

As per below with the signal poles not being delivered until the middle of winter Strata is requesting the substantial completion date be extended to May 14 2018.

From: Chris Hoff [mailto:choff@borderstates.com]
Sent: Tuesday, October 24, 2017 9:01 AM
To: Keith Wolter
Subject: FW: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Update below on TN-16-F1 52nd Ave. Looks like Millerbernd is estimated to complete production on 12/8. I have asked again about the light adapters shipping prior to the signal standards and will let you know what I hear back.

Thank you,

Chris Hoff, LC
Account Manager | Construction
C 701.261.9950
D 701.476.3133
choff@borderstates.com | borderstates.com

Border States Electric (BSE)
605 25th Street South | Fargo ND 58103



From: Kelsey Hartkopf [mailto:KelseyH@millerberndmfg.com]
Sent: Tuesday, October 24, 2017 7:20 AM
To: Chris Hoff <choff@borderstates.com>
Subject: RE: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Chris,

This order is due to complete 12/8/17.

Thanks,

Kelsey Hartkopf
Customer Service Representative



P: 320.485.5260
E: kelseyh@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: Kelsey Hartkopf
Sent: Thursday, October 12, 2017 6:30 AM
To: 'Chris Hoff'
Subject: RE: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Chris,

I know this will not be complete in October. I am working with our scheduling team to get a date for you.

Thanks,

Kelsey Hartkopf
Customer Service Representative



P: 320.485.5260
E: kelseyh@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: Chris Hoff [<mailto:choff@borderstates.com>]
Sent: Wednesday, October 11, 2017 5:41 PM
To: Kelsey Hartkopf
Subject: Re: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Need an update on this one too

Chris Hoff, LC
Account Manager | Construction
C 701.261.9950
choff@borderstates.com

Sent from smartphone

----- Original message -----

From: Kelsey Hartkopf <KelseyH@millerberndmfg.com>

Date: 9/14/17 7:00 AM (GMT-06:00)

To: Chris Hoff <choff@borderstates.com>

Subject: RE: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Chris,

The anchor bolts have shipped. The poles currently have an ECD of 10/20. Our scheduling team still needs to schedule this order for the shop so this date may be updated.

Thanks!

Kelsey Hartkopf
Customer Service Representative



P: 320.485.5260

E: kelseyh@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: Chris Hoff [<mailto:choff@borderstates.com>]

Sent: Friday, September 8, 2017 8:28 AM

To: Kelsey Hartkopf

Subject: Fwd: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Kelsey,

Do you have any estimated completion dates for this order?

Po 5501523070

Chris Hoff, LC
Account Manager | Construction
C [701.261.9950](tel:701.261.9950)
choff@borderstates.com

Sent from smartphone

----- Original message -----

From: Nancy Buhr <nbuhr@millerberndmfg.com>

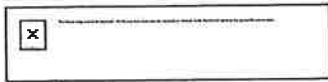
Date: 8/10/17 8:04 AM (GMT-06:00)

To: Chris Hoff <choff@borderstates.com>

Subject: RE: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

I take that back...I found PO 5501523070 in the attachment.
Sorry I missed that. I will make the correction to PO# on our end for the release.
Thanks!

Nancy Buhr
Customer Service Manager



P: 320.485.5264
E: nbuhr@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: Nancy Buhr
Sent: Thursday, August 10, 2017 8:03 AM
To: choff@borderstates.com
Subject: FW: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

This is the email for the release.
Looking at the file data it looks like we started submittal drawings from the quote and have never received a formal PO.

Nancy Buhr
Customer Service Manager



P: 320.485.5264
E: nbuhr@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

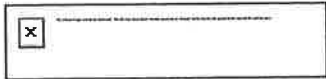
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From: Kelsey Hartkopf
Sent: Tuesday, August 8, 2017 9:51 AM
To: Nancy Buhr
Subject: FW: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Release order email.

Kelsey Hartkopf
Customer Service Representative



P: 320.485.5260
E: kelseyh@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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From: Chris Hoff [<mailto:choff@borderstates.com>]
Sent: Thursday, July 27, 2017 6:38 PM
To: Kelsey Hartkopf
Cc: Dave Hoff
Subject: RE: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

Kelsey,

Please release the attached order per the attached engineer approval and advise estimated ship date.

Anchors bolt ahead please.

Thank you,

Chris Hoff, LC
Account Manager | Construction
C 701.261.9950
D 701.476.3133
choff@borderstates.com | borderstates.com

Border States Electric (BSE)
605 25th Street South | Fargo ND 58103



From: Kelsey Hartkopf [<mailto:KelseyH@millerberndmfg.com>]
Sent: Friday, July 07, 2017 1:29 PM

To: Chris Hoff <chhoff@borderstates.com>

Subject: SO#77061 (Poles) 77062 (Anchor Bolts)/ Quote# 113528/ND CITY OF FARGO TN-16-F1 Submittals

RE:

MMC Sales Order	077061
Customer Name	BORDER STATES ELECTRIC SUPPLY
P.O. #	113528
Project Name	ND CITY OF FARGO TN-16-F1
Project Number	n/a

Attached please find submittal sheets for the above referenced order.

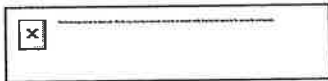
Please verify mounting height of luminaire extension and galv/paint finishes and colors.

In order that we may meet the project delivery schedules, we respectfully request one set of signed submittal sheets be returned to us as quickly as possible so that we may establish a production schedule. In lieu of a set of approved drawings we can accept a formal letter acknowledging approval from the reviewing entity.

Thank you for your cooperation.

Respectfully Submitted:

Kelsey Hartkopf
Customer Service Representative



P: 320.485.5260
E: kelseyh@millerberndmfg.com

622 6th Street So.
Winsted, MN 55395

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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No TN-16-F1 Change Order No 1
 Project Name Traffic Signal Improvements & Incidentals
 Date Entered 11/8/2017 For Strata Corporation

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order #1

New permanent signal at Timbercreek Pkwy and 52nd Ave S and a new temporary signal at 63rd St S and 52nd Ave S. Strata will have everything completed for this job which includes having the temporary signal installed and running on 63rd St S by the original completion date, except for the installation of the permanent signal poles at Timbercreek Pkwy. Millerbernd, the supplier for the traffic signal poles, estimates that they will arrive by December 8, 2017.

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 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
									0.00	
									434,393.85	
									434,393.85	

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

CONTRACT TIME

Current Completion Date 11/15/2017 Additional Days 180.00 New Completion Date 05/14/2018

Description Signal poles are delayed in delivery.

APPROVED

For Contractor *[Signature]* Department Head *[Signature]* APPROVED DATE 11/08/17 11/15/17



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Project Manager

Mayor

Attest

29

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-C1 Type: Change Order #3

Location: 4th St S from Main to 2nd St, Main Ave Date of Hearing: 11/13/17
 From 2nd to 4th St

Routing Date

City Commission 11/20/2017

PWPEC File X

Project File Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, for Change Order #3 in the amount of \$16,225.14, bringing the total contract amount to \$2,230,118.04.

Staff is recommending approval of Change Order #3.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION

Approve Change Order #3 in the amount of \$16,255.14 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Engineering 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>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>
<u>N/A</u>	<u> </u>

COMMITTEE

Tim Mahoney, Mayor

Jim Gilmour, Director of Planning

Steve Dirksen, Fire Chief

Mark Bittner, Director of Engineering

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

City Engineer

Kent Costin, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u> </u>
<u> </u>	<u> </u>	<u> </u>	
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<u> </u>	<u> </u>	<u> </u>	<u>Brenda Derrig</u>
<u> </u>	<u> </u>	<u> </u>	

ATTEST:

Brenda E. Derrig

Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager *RJL*
Date: November 8, 2017
Re: Improvement District #BR-17-C1 – Change Order # 3

Background:

Improvement District #BR-17-C1 is for the water main replacement, force main construction, street reconstruction and incidentals on 4th Street South from Main Avenue to 2nd Street South and on Main Avenue from 2nd Street to 4th Street.

The attached Change Order # 3 includes all additional costs associated with the installation of painted epoxy striping on Main Avenue between 2nd Street and 4th Street that was not included in the original bid with this project.

Recommended Motion:

Approve Change Order # 3 in the amount of \$16,225.14 to be paid with the Traffic Engineering budget, striping line item.

RJL/klo
Attachment

C: Jeremy Gordon
Tom Knakmuhs



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

Improvement District No **BR-17-C1** Change Order No **3**
 Project Name **Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals**
 Date Entered **10/31/2017** 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 pavement markings

paint epoxy on main Ave from 2nd St to 4 St

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 Marking	160	Paint Epoxy Line 4" Wide	LF	0.00	0.00	0.00	1,556.00	1,556.00	2.65	4,123.40
	161	Paint Epoxy Line 8" Wide	LF	0.00	0.00	0.00	581.00	581.00	5.30	3,079.30
	162	Paint Epoxy Line 16" Wide	LF	0.00	0.00	0.00	134.00	134.00	13.40	1,795.60
	163	Paint Epoxy Line 24" Wide	LF	0.00	0.00	0.00	426.00	426.00	14.10	6,006.60
	164	Pavement Markings	LS	0.00	0.00	0.00	1.00	1.00	1,250.24	1,250.24
									Pavement Marking Sub Total (\$)	16,255.14

Summary

Source Of Funding
 Net Amount Change Order # 3 (\$) **16,255.14**
 Previous Change Orders (\$) **24,300.00**
 Original Contract Amount (\$) **2,189,562.90**
 Total Contract Amount (\$) **2,230,118.04**

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

CONTRACT TIME

Current Completion Date **10/14/2017** Additional Days **0.00** New Completion Date **10/14/2017**



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

APPROVED

For Contractor

Title

[Signature]
Muster Construction
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
11/15/17

**AMENDED
ENGINEER'S REPORT**

(30)

**PC CONCRETE PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIFT
STATION, SIDEWALK, TRAFFIC SIGNALS & INCIDENTALS**

IMPROVEMENT DISTRICT NO. BR-18-B

Nature and Scope

This project is for the pavement reconstruction on 10th Street from 4th to 12th Avenue North. It provides for the replacement of the cast iron water main, replacement of the water transmission pipe between 10th Avenue and 12th Avenue N, the sanitary sewer, installation of new storm sewer including a new lift station in the underpass, replacement of the traffic signals, and spot repairs to the existing sidewalk.

This project was approved by the Fargo City Commission under the 2018 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission last April.

Purpose

10th Street North is an arterial street that services North Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section.

Feasibility

The estimated construction cost is approximately \$6,286,571 (\$3,660,790 Fed/\$410,272 State/\$2,215,509 Local). Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, NDDOT State Funds, Water Main Replacement Funds, Water Utility Funds, Sewer Utility Funds, Sewer Repair Funds and Special Assessment Funds (Local). The project's cost breakout is as follows:

Water Main Cost

<u>Assessed Construction Cost</u>	\$ 377,461
Plus Fees:	
4% Engineering:	\$ 15,098
6% Administration:	\$ 22,647
7% Miscellaneous:	\$ 26,422
4% Interest:	\$ 15,098
Consulting Engineering Fee – Preliminary and Final Design	<u>\$ 6,000</u>
<u>Total Estimated Assessed Cost</u>	<u>\$ 462,727</u>
<u>City Funded Construction Cost</u>	\$ 377,461
Plus Fees:	
4% Engineering:	\$ 15,098
7% Miscellaneous:	\$ 26,422
4% Interest	\$ 15,098
Consulting Engineering Fee – Preliminary and Final Design	<u>\$ 6,000</u>
<u>Total Estimated City Funded Cost (WM Replacement Funds)</u>	<u>\$ 440,080</u>
Total Estimated Water Main Cost:	\$ 902,808

Water Transmission Cost

<u>City Funded Construction Cost</u>	\$ 405,796
Plus Fees:	
4% Engineering:	\$ 16,231
7% Miscellaneous:	\$ 28,405
4% Interest	\$ 16,231
Consulting Engineering Fee – Preliminary and Final Design	<u>\$ 12,000</u>
<u>Total Estimated City Funded Cost (Water Utility Funds)</u>	<u>\$ 478,666</u>

Street Reconstruction Cost

<u>Assessed Construction Cost</u>	\$ 490,119
Plus Fees:	
4% City Engineering:	\$ 19,604
6% Administration:	\$ 29,407
7% Miscellaneous:	\$ 34,308
4% Interest:	\$ 19,604
10% NDDOT Engineering	\$ 49,011
Right-of-Way	\$ 200,000
Utility Relocations	\$ 100,000
Consulting Engineering Fee – Preliminary and Final Design	\$ 100,000
Consulting Engineering Fee – Construction Services	<u>\$ 100,000</u>
<u>Total Estimated Assessed Cost</u>	<u>\$ 1,093,044</u>

Federal & State Funded Construction Cost	\$ 4,071,062
<u>10% NDDOT Engineering</u>	<u>\$ 407,106</u>
Total Estimated Fed & State Funded Cost:	\$ 4,478,169

Total Estimated Street Reconstruction Cost: \$ 5,571,213

Sanitary Sewer Cost

<u>Assessed Construction Cost</u>	\$ 248,885
Plus Fees:	
4% Engineering:	\$ 9,955
6% Administration:	\$ 14,933
7% Miscellaneous:	\$ 17,421
4% Interest:	\$ 9,955
Consulting Engineering Fee – Preliminary and Final Design	<u>\$ 6,000</u>
<u>Total Estimated Assessed Cost</u>	<u>\$ 307,151</u>

<u>City Funded Construction Cost (Sewer Utility Funds)</u>	\$ 248,885
Plus Fees:	
4% Engineering:	\$ 9,955
7% Miscellaneous:	\$ 17,421
4% Interest	\$ 9,955
Consulting Engineering Fee – Preliminary and Final Design	<u>\$ 6,000</u>

Total Estimated City Funded Sewer Utility Fund Cost \$ 292,218

<u>City Funded Construction Cost (Sewer Repair Funds)</u>	\$ 66,900
Plus Fees:	
4% Engineering:	\$ 2,676
7% Miscellaneous:	\$ 4,683
4% Interest	\$ 2,676

Total Estimated City Funded Sewer Repair Fund Cost \$ 76,935

Total Estimated Sanitary Sewer Cost: \$ 676,304

Estimated Project Cost \$ **7,628,992**

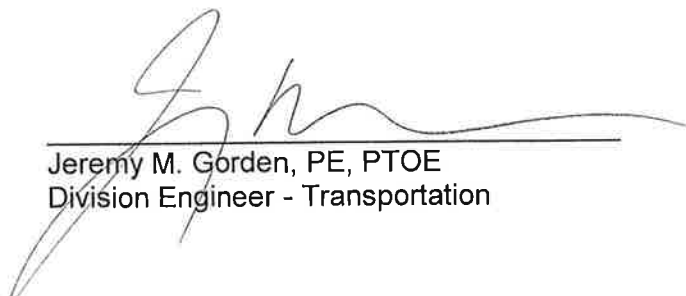
Project Funding Summary

NDDOT Regional Highway System Funds (Federal)	\$ 4,026,869
NDDOT State Funds	\$ 451,299
Water Main Replacement Funds (City)	\$ 440,080
Water Utility Funds (City)	\$ 478,666
Sewer Utility Funds (City)	\$ 292,218
Sewer Repair Funds (City)	\$ 76,935
Special Assessments – Water Main	\$ 462,727
Special Assessments – Street Reconstruction	\$ 1,093,044
Special Assessments – Sanitary Sewer	\$ 307,151

Costs will be special assessed according to City policy.

We believe this project to be cost effective.




Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

November 2017

**AMENDED
ENGINEER'S REPORT**

(31)

**PC CONCRETE PAVEMENT, STORM SEWER, SANITARY SEWER, PEDESTRIAN BOX
CULVERT, LIFT STATION, TRAFFIC SIGNALS, STREET LIGHTING, SIDEWALK &
INCIDENTALS**

IMPROVEMENT DISTRICT NO. PR-17-B

Nature and Scope

This project is for the pavement reconstruction on University Drive from 18th Avenue S to the north side of the I-94 bridge. It provides for the replacement of the sanitary sewer, installation of new storm sewer, a new pedestrian underpass under the westbound I-94 on-ramp (NW quadrant of the interchange), replacement of the traffic signals, new sidewalk and intersection reconfiguring on the east side of University at 21st Avenue S. University Drive will remain a 6-lane concrete roadway but will have a raised median just south of 18th Avenue S intersection. The sanitary sewer will be replaced a short stretch from 18th Avenue S to the north ramp of the I-94 interchange.

This project was approved by the Fargo City Commission under the 2017 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission last April.

Purpose

University Drive is functionally classified as a major arterial roadway and is part of the NDDOT Regional Highway System. It is the backbone of Fargo's roadway network. The purpose of this project is to address pavement conditions, driveway access control, and pedestrian and bicyclist safety.

Feasibility

The estimated construction cost is approximately \$5,318,450 (\$4,518,672 Fed/\$255,382 State/\$544,395 Local). Funding for the project will consist of Federal Highway Funds from both the Interstate Maintenance Funds and Regional Highway System, NDDOT State Funds, Sewer Utility Funds, Sales Tax Funds and Special Assessment Funds (Local). The project's cost breakout is as follows:

Interchange Portion of Project

Federal and State Funded Interchange Construction Cost	\$ 2,553,825
Plus Fees:	
10% NDDOT Engineering:	\$ 255,382
Total Estimated Cost	\$ 2,809,207

Street Reconstruction Cost

<u>Assessed</u> Construction Cost	\$ 481,874
Plus Fees:	
4% City Engineering:	\$ 19,274
6% Administration:	\$ 28,912
7% Miscellaneous:	\$ 33,731

4% Interest:	\$	19,274
1.9% NDDOT Engineering	\$	48,187
Right-of-Way	\$	50,000
Utility Relocations	\$	50,000
Consulting Engineering Fee – Preliminary and Final Design	\$	400,000
<u>Consulting Engineering Fee – Construction Services</u>	\$	<u>100,000</u>
Total Estimated Assessed Cost	\$	1,231,255

<u>City Funded Construction Cost (Sales Tax)</u>	\$	41,291
Plus Fees:		
4% City Engineering:	\$	1,651
7% Miscellaneous:	\$	2,890
4% Interest:	\$	1,651
<u>1.9% NDDOT Engineering</u>	\$	<u>4,129</u>
Total Estimated City Funded Cost	\$	51,614

<u>Federal Funded Construction Cost</u>	\$	2,220,229
Plus Fees:		
<u>10% NDDOT Engineering:</u>	\$	<u>222,022</u>
Total Estimated Federal Funded Cost:	\$	2,442,252

Total Estimated Street Reconstruction Cost: **\$ 3,725,121**

Sanitary Sewer Cost

<u>Assessed Sanitary Sewer Construction Cost</u>	\$	10,615
Plus Fees:		
4% Engineering:	\$	424
6% Administration:	\$	636
7% Miscellaneous:	\$	743
4% Interest:	\$	424
<u>Consulting Engineering Fee – Preliminary and Final Design</u>	\$	<u>3,750</u>
Total Estimated Assessed Cost	\$	16,594

<u>City Funded Construction Cost</u>	\$	10,615
Plus Fees:		
4% Engineering:	\$	424
7% Miscellaneous:	\$	743
4% Interest:	\$	424
<u>Consulting Engineering Fee – Preliminary and Final Design</u>	\$	<u>3,750</u>
Total Estimated City Funded Cost	\$	15,956

Total Estimated Sanitary Sewer Cost: **\$ 32,550**

Estimated Project Cost \$ 6,566,878

Project Funding Summary

Interstate Maintenance Funds	\$	2,528,286
NDDOT State Funds	\$	280,920
NDDOT Regional Highway System Funds (Federal)	\$	2,442,252
Special Assessments – Street Reconstruction	\$	1,231,255
Special Assessments – Sanitary Sewer	\$	16,594
Sales Tax Funds	\$	51,614
Sewer Utility Funds (City)	\$	15,956

Costs will be special assessed according to City policy.

We believe this project to be cost effective.



Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

November 2017

COVER SHEET
CITY OF FARGO PROJECTS

(32)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Storm Sewer Lift Station Modifications & Incidentals

Improvement District No. NR-17-A

Call for Bids November 20th, 2017

Advertise Dates November 27th & December 4th, 2017

Bid Opening Date December 13th, 2017

Substantial Completion Date August 15th, 2018

Final Completion Date September 15th, 2018

N/A PWPEC Report (**Part of the 2017 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. 476-4041

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
 STORM SEWER LIFT STATION MODIFICATIONS & INCIDENTALS
 IMPROVEMENT DISTRICT NR-17-A

Nature & Scope

The Fargo Street Department has identified several storm sewer lift stations that are in need of repair and safety upgrades. The lift stations on this project include #9, #14, #16 & #69.

Purpose

The purpose of this project is to make the necessary repairs to the lift stations which include pump replacement, adding safety features such as sluice gate manholes upstream of the lift stations to provide positive closure while cleaning, adding piping that the City vector trucks can connect onto for yearly cleaning operations, adding catwalks for safety & adding SCADA capability for remote monitoring.

This project will be funded by special assessments and the Storm Sewer Utility Fund 524 as identified in the 2017 Capital Improvement Plan.

Feasibility

The costs of these improvements are estimated as follows:

Section 1:

Estimated Construction Cost:	\$ 96,675.00
Assessed Portion:	\$ 48,337.50
Plus 11% Engineering Fees:	\$ 5,317.13
Plus 6% Administration Fees:	\$ 2,900.25
Plus 4% Interest Fees:	\$ 1,933.50
Plus 3% Legal/Misc. Fees:	\$ 1,450.13
Consulting Engineering Design Fees:	<u>\$ 1,875.00</u>
Total Assessed:	\$ 61,813.51
City Portion:	\$ 48,337.50
Plus 6% Engineering Fees:	\$ 2,900.25
Plus 4% Interest Fees:	\$ 1,933.50
Plus 3% Legal/Misc. Fees:	\$ 1,450.13
Consulting Engineering Design Fees:	<u>\$ 1,875.00</u>
Total City (Storm Sewer Utility Fund 524)	\$ 56,496.38
<u>Section 2:</u>	
Estimated Construction Cost:	\$ 167,385.00

Engineer's Report
Improvement District NR-17-A
Page 2

Assessed Portion:	\$ 83,692.50
Plus 11% Engineering Fees:	\$ 9,206.18
Plus 6% Administration Fees:	\$ 5,021.55
Plus 4% Interest Fees:	\$ 3,347.70
Plus 3% Legal/Misc. Fees:	\$ 2,510.78
Consulting Engineering Design Fees:	\$ 1,875.00
Total Assessed:	\$ 105,653.70

City Portion:	\$ 83,692.50
Plus 6% Engineering Fees:	\$ 5,021.55
Plus 4% Interest Fees:	\$ 3,347.70
Plus 3% Legal/Misc. Fees:	\$ 2,510.78
Consulting Engineering Design Fees:	\$ 1,875.00
Total City (Storm Sewer Utility Fund 524)	\$ 96,447.53

Section 3:

Estimated Construction Cost: \$ 71,500.00

Assessed Portion:	\$ 35,750.00
Plus 11% Engineering Fees:	\$ 3,932.50
Plus 6% Administration Fees:	\$ 2,145.00
Plus 4% Interest Fees:	\$ 1,430.00
Plus 3% Legal/Misc. Fees:	\$ 1,072.50
Consulting Engineering Design Fees:	\$ 1,875.00
Total Assessed:	\$ 46,205.00

City Portion:	\$ 35,750.00
Plus 6% Engineering Fees:	\$ 2,145.00
Plus 4% Interest Fees:	\$ 1,430.00
Plus 3% Legal/Misc. Fees:	\$ 1,072.50
Consulting Engineering Design Fees:	\$ 1,875.00
Total City (Storm Sewer Utility Fund 524)	\$ 42,272.50

Section 4:

Estimated Construction Cost: \$ 65,400.00

Assessed Portion:	\$ 32,700.00
Plus 11% Engineering Fees:	\$ 3,597.00
Plus 6% Administration Fees:	\$ 1,962.00
Plus 4% Interest Fees:	\$ 1,308.00
Plus 3% Legal/Misc. Fees:	\$ 981.00
Consulting Engineering Design Fees:	\$ 1,875.00
Total Assessed:	\$ 42,423.00

City Portion:	\$ 32,700.00
Plus 6% Engineering Fees:	\$ 1,962.00
Plus 4% Interest Fees:	\$ 1,308.00

Engineer's Report
Improvement District NR-17-A

Page 3

Plus 3% Legal/Misc. Fees:	\$ 981.00
Consulting Engineering Design Fees:	\$ 1,875.00
Total City (Storm Sewer Utility Fund 524)	\$ 38,826.00

Funding

Special Assessments (52.3%)	\$ 256,095.22
Storm Sewer Utility Fund (47.7%)	\$ 234,042.41




Jody R. Bertrand, P.E.
Division Engineer

November 2017

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER LIFT STATION
MODIFICATIONS & INCIDENTALS

IMPROVEMENT DISTRICT NO. NR-17-A

LOCATION (Section 1):

Storm Sewer Lift Station #9 located on Main Avenue and 45th Street.

LOCATION (Section 2):

Storm Sewer Lift Station #16 located on 2nd Avenue South between 18th Street South and 21st Street South.

LOCATION (Section 3):

Storm Sewer Lift Station #14 located on 26th Avenue South between 25th Street South and 27th Street South.

LOCATION (Section 4):

Storm Sewer Lift Station #69 located on 40th Avenue South between 66th Street South and the Sheyenne River.

COMPRISING (Section 1):

An area bound on the north by Main Avenue, bound on the south by Interstate 94, bound on the west by 45th Street South, and bound on the east by 38th Street South.

Areas included outside the boundary as follows:

Lot 1, Block 1.
Located in Prairie Public Broadcasting Addition.

Lots 1 and 2, Block 1.
All in Wallworks Subdivision.

Lots 1 through 5, Inclusive, Block 1.
All in Comstock First Addition.

Lots 1 and 2, Block 1.
All in Corwin FLP I First Addition.

Lots 1 through 7, Inclusive.
All in Sprague's Subdivision.

Lots 1 through 71, Inclusive, Block 1.
Lots 1 through 6, Inclusive, Block 2.

Location and Comprising
Improvement District NR-17-A
Page 2

Lots 1 through 33, Inclusive, Block 3.
Lots 1 through 7, Inclusive, Block 4.
Lots 1 through 20, Inclusive, Block 5.
Lots 1 through 16, Inclusive, Block 6.
Lots 1 through 4, Inclusive, Block 7.
All in Westfield First Addition.

Lots 1 through 6, Inclusive, Block 1.
Lots 1 through 12, Inclusive, Block 2.
Lots 1 through 14, Inclusive, Block 3.
Lots 1 through 15, Inclusive, Block 4.
Lots 1 through 20, Inclusive, Block 5.
Lots 1 through 10, Inclusive, Block 6.
All in Westfield Second Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Rabanus Farmstead Addition.

Lot 2, Block 1.
Lots 4 and 5, Block 1.
All in Wal-Mart First Addition.

Lot 1, Block 1.
Located in Wal-Mart Second Addition.

Lots 3 through 5, Inclusive, Block 1.
All in Rabanus 2nd Addition.

Lots 1 and 3, Block 1.
All in Rabanus Third Addition.

Lots 1 and 2, Block 1.
Located in Rabanus 4th Addition.

Lots 4 through 6, Inclusive, Block 1.
Lots 1, 2 and 4, Block 3.
Lots 1a, 1b, 1c and 1e, Block 4.
Lots 2 & 3, Block 5.
All in Replat of Wells Fargo Addition.

Lots 1 through 7, Inclusive, Block 1.
Lots 1 through 3, Inclusive, Block 3.
All in Noridian Center Addition.

Lot 1, Block 1.
Located in Noridian Center 3rd Addition.

Lots 1 & 2, Block 1.
Located in Scheels All Sports Center Addition.

Location and Comprising
Improvement District NR-17-A
Page 3

Lot 1, Block 1.
Located in Roers First Addition.

Lots 1 through 3, Inclusive, Block 1.
All in Wells Fargo Park Addition.

Lots 1 & 2, Block 1.
All in Ramsey Addition.

Lots 1 through 16, Inclusive, Block 1.
All in Skaff's First Addition.

Lots 1 through 12, Inclusive, Block 1.
All in Skaff's Second Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Skaff's Third Addition.

Lot 1, Block 1.
Located in Replat of Home Depot Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Dakota West Addition.

Lot 1, Block 1.
Lots 1 through 33, Inclusive, Block 2.
Lots 1 through 33, Inclusive, Block 3.
Lots 1 through 17, Inclusive, Block 4.
All in Dakota West Second Addition.

Lots 1 & 2, Block 1.
Located in Replat of Schatz First Addition.

Lot 1, Block 1.
Located in Schatz Second Addition.

Lots 1 through 4, Inclusive, Block 1.
Lots 1 through 20, Inclusive, Block 2.
Lots 1 through 9, Inclusive, Block 3.
All in Amber Fields First Addition.

Lots 1 through 11, Inclusive, Block 1.
Lots 1 through 16, Inclusive, Block 2.
All in Amber Fields Second Subdivision.

COMPRISING (Section 2):

Lots 6 through 9, Inclusive, Block 11.
Lots 4 through 6, Inclusive, Block 12.
Lots 7 through 9, Inclusive, Block 12.
Lots 4 through 6, Inclusive, Block 13

Location and Comprising
Improvement District NR-17-A
Page 4

Lots 7 through 9, Inclusive, Block 13.
Lots 4 through 6, Inclusive, Block 14.
Lots 7 through 9, Inclusive, Block 14.
Lots 4 through 6, Inclusive, Block 15.
Lots 7 through 9, Inclusive, Block 15.
All in Egbert O'Neil and Haggart's Addition.

Lots 1 through 13, Inclusive, Block 5.
Lots 1 through 12, Inclusive, Block 6.
All in Arneson's Addition.

Lots 7 through 9, Inclusive, Block 4.
Lots A10 and B10, Block 4.
Lots 7 through 12, Inclusive, Block 5.
Lot 2, Block 6.
Lot 1, Block 7.
Lot B2, Block 7.
Lots 1 through 12, Inclusive, Block 8.
Lots A1, B1 and C1, Block 9.
Lots 2 through 10, Inclusive, Block 9.
All in Fuller's Addition.

Lots C through F, Inclusive, Block 10.
Lot B, Block 11.
Lots B through D, Inclusive, Block 12.
Lots D and E, Block 13.
Lot C, Block 14.
Lots D and E, Block 15.
Lots D and E, Block 16.
Lot C, Block 17.
Lots A, C and D, Block 18.
Lots A through D, Inclusive, Block 24.
Lots A through F, Inclusive, Block 25.
Lots A through D, Inclusive, Block 26.
Lots A through F, Inclusive, Block 27.
All in Eddy & Fuller's Auditor's Outlots.

Lot 1, Block 1.
Lot 1, Block 2.
All in Bethany Homes Addition.

Lots 7 through 9, Inclusive, Block 10.
Lots 7 through 12, Inclusive, Block 11.
Block 12.
Block 13.
Lots 1 through 12, Inclusive, Block 14.
Lots 4 through 9, Inclusive, Block 15.
Lots 4 through 9, Inclusive, Block 26.
Lots 1 through 12, Inclusive, Block 27.
Block 28.
Lots 4 through 9, Inclusive, Block 31.

All in Original Townsite Addition.

Lots 4 through 9, Block 38.
All in Northern Pacific Addition.

Lots 6 through 11, Inclusive, Block 41.
All in King's Subdivision.

Lots 7 through 12, Inclusive, Block B.
Lot 1, Block D.
Lots 13 through 22, Inclusive, Block D.
Lot 1, Block O.
Lots 14 through 24, Inclusive, Block O.
Lots 1 through 30, Inclusive, Block Q.
Lot 1, Block R.
Lots 14 through 24, Inclusive, Block R.
All in Cha's A. Roberts' Addition.

Lots 4 through 6, Inclusive, Block 2.
All in Phelps's Subdivision.

Lots 1 through 9, Inclusive, Block 1.
Lots 12 through 16, Inclusive, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in Monson's Subdivision.

Lots A through D, Inclusive, Block 2.
Lots N through Q, Inclusive, Block 2.
All in Maclaren's Subdivision.

Lots 1 through 4, Inclusive, Block A.
Lots 11 through 14, Inclusive, Block A.
Lots 1 through 4, Inclusive, Block B.
Lots 11 through 14, Inclusive, Block B.
All in Herbst's Subdivision.

Lots 1 through 7, Inclusive, Block 1.
Lots 1 through 12, Inclusive, Block 2.
Lots 1 through 24, Inclusive, Block 3.
Lots 1 through 26, Inclusive, Block 4.
Lots 1 through 26, Inclusive, Block 5.
Lots 1 through 24, Inclusive, Block 6.
Lots 1 through 24, Inclusive, Block 7.
All in the Aldrich and Robert's Addition.

Lots 1 through 6, Inclusive.
All in W.D. Sweet's Addition.

Lots 1 through 12, Inclusive, Block 4.
Lots 1 through 11, Inclusive, Block 8.
All in Darling's Addition.

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Lots 1 through 24, Inclusive, Block 7.
Lots 1 through 24, Inclusive, Block 8.
Lots 1 through 14, Inclusive, Block 9.
Lots 23 through 28, Inclusive, Block 9.
Lots 15 through 20, Inclusive, Block 10.
All in Darling's Second Addition.

Lot 1, Block 1.
Located in Carl Ben Eielson Addition.

Lots 1 through 6, Inclusive, Block 1.
Lots 9 through 14, Inclusive, Block 1.
Lots 1 through 6, Inclusive, Block 2.
Lots 1 through 11, Inclusive, Block 4.
Lots 1 through 7, Inclusive, Block 5.
All in Fredrikson Addition.

Lots 1 through 26, Inclusive, Block 5.
Lots 1 through 26, Inclusive, Block 6.
Lots 1 through 26, Inclusive, Block 7.
Lots 1 through 26, Inclusive, Block 8.
Lots 1 through 16, Inclusive, Block 9.
Lots 1 through 26, Inclusive, Block 10.
Lots 1 through 13, Inclusive, Block 11.
Lots 15 through 20, Inclusive, Block 11.
Lots 21 through 29, Inclusive, Block 11.

Block 1.
Located in Acme's Addition.

Lots 1 through 12, Inclusive, Block 1.
Lots 1 through 8, Inclusive, Block 2.
Lots 1 through 13, Inclusive, Block 3.
All in Acme's Second Addition.

Lots 1 through 9, Inclusive, Block 1.
All in Green Acres Addition.

Lots 1 through 6, Inclusive, Block 7.
Lots 1 through 6, Inclusive, Block 8.
Lots 1 through 7, Inclusive, Block 9.
Lots 1 through 7, Inclusive, Block 10.
All in Meehan's Addition.

Lots 1 through 9, Inclusive, Block 4.
Lots 1 through 9, Inclusive, Block 5.
All in Harold A. Johnson's Second Addition.

Lots 1 through 13, Inclusive, Block 1.
Lots 14 through 21, Inclusive, Block 1.
Lots 1 through 9, Inclusive, Block 2A.

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Lots 1 through 27, Inclusive, Block 2B.
Lots 1 through 22, Inclusive, Block 3.
Lots 1 through 11, Inclusive, Block 4.
Lots 1 through 8, Inclusive, Block 5A.
Lots 1 through 10, Inclusive, Block 5B.
Lots 1 through 16, Inclusive, Block 5C.
Lots 17 through 27, Inclusive, Block 6.
Lots 28 through 36, Inclusive, Block 6A.
Lots 1 through 18, Inclusive, Block 6B.
Lots 1 through 11, Inclusive, Block 7.
Lots 1 through 12, Inclusive, Block 7A.
Lots 1 through 34, Inclusive, Block 8.
Lots 1 through 14, Inclusive, Block 9.
Lots 1 through 15, Inclusive, Block 10.
Lots 1 through 30, Inclusive, Block 11.
Lots 1 through 26, Inclusive, Block 12.
Lots 27 through 36, Inclusive, Block 12A.
Lots 3 through 8, Inclusive, Block 13A.
Lots 1 through 24, Inclusive, Block 14A.
Lot 1, Block 15.
All located in South View Villages Addition.

Lots 1 through 16, Inclusive, Block 1.
All in Sunshine Village First Addition.

Lots 1 and 2, Block 1.
Lots 2 and 3, Block 2.
All in Fargo South Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Jeffries Office Park Addition.

Lots 1 and 2, Block 1.
Lots 1 through 9, Block 2.
Lots 1 and 2, Block 4.
Lots 1 and 2, Block 5.
All in S & W 2nd Addition.

Lot 6, Block 3.
Located in Centrac Addition.

Lots 1 through 3, Inclusive, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in McVets Addition.

Lot 1, Block 1.
Located in Pete's Addition.

Lots 1 through 3, Inclusive, Block 1.
All in Tennesfos Addition.

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Lots 1 through 6, Inclusive, Block 2.
All in Tennesfos' First Subdivision.

COMPRISING (Section 3):

Lots 1 through 3, Inclusive, Block 1.
All in Charlies 3rd Addition.

Lot 1, Block 1.
Located in Charlies 2nd Addition.

Lots 1 and 2, Block 1.
All in Beautiful Savior Second Addition.

Lot 1, Block 6.
Lots 1 through 3, Inclusive, Block 8.
All in Bluemont Lakes Third Addition.

Lot 1, Block 1.
Located in Fargo Baptist Addition.

Lots 1 and 2, Block 1.
All in Fargo Baptist 2nd Addition.

Lots 1 through 16, Inclusive, Block 1.
All in Woodbury Parkhomes Addition.

Lots 9 through 42, Inclusive, Block 1.
Lot 47, Block 1.
Lots 1 through 10, Inclusive, Block 3.
Lots 1 through 5, Inclusive, Block 4.
Lot 1, Block 5.
All in Woodbury Park Addition.

Lots 1 through 8, Inclusive, Block 1.
All in Woodbury Park Second Addition.

Lots 1 through 4, Inclusive, Block 1.
Lots 1 through 11, Inclusive, Block 2.
All in Parkview South Sixth Addition.

Lots 1 through 5, Inclusive, Block 1.
Lots 1 through 6, Inclusive, Block 3.
All in Parkview South Fifth Addition.

Lots 11 through 26, Inclusive, Block 2.
Lot 1, Block 3.
Lots 1 through 9, Inclusive, Block 4.
Lots 1 through 17, Inclusive, Block 5.
All if Parkview South First Addition.

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Lots 1 through 14, Inclusive, Block 1.
Lots 1 through 9, Inclusive, Block 2.
All in Parkview South Seventh Addition.

Lots 1 through 12, Inclusive, Block 1.
Lots 1 and 2, Block 2.
All in Replat of Wheatland Pines First Addition.

Lots 24 and 25, Block 2.
Lot 32, Block 2.
All in Parkview South Second Addition.

Lots 1 through 13, Inclusive, Block 1.
Lots 1 through 4, Inclusive, Block 2.
All in Westlake Sixth Addition.

Lots 1 through 5, Inclusive, Block 1.
All in Grove Second Addition.

Lots 1 through 8, Inclusive, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in Grove Third Addition.

Lots 1 through 19, Inclusive, Block 1.
Lots 1 through 19, Inclusive Block 2.
All in Westlake Fifth Addition.

Lots 1 through 11, Inclusive, Block 1.
Lots 1 through 8, Inclusive, Block 2.
All in Grove Addition.

Lots 1 through 13, Inclusive, Block 1.
Lots 1 through 12, Inclusive, Block 2.
All in Westlake Fourth Addition.

Lots 1 through 13, Inclusive, Block 1.
Lots 1 through 14, Inclusive, Block 2.
All in Westlake First Addition.

Lots 1 through 12, Inclusive, Block 1.
Lots 1 through 30, Inclusive, Block 2.
All in Westlake Second Addition.

Lots A through P, Inclusive, Block 1.
All in Westlake Third Addition.

Lots 1 through 7, Inclusive, Block 1.
All in Parkview First Addition.

Lots 1 and 2, Block 1A.
Located in Bluemont Lakes First Addition.

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Lots 1 through 10, Inclusive, Block 1.
All in Bluemont Park First Addition.

Lots 1 through 15, Inclusive, Block 1.
All in Bluemont Park Second Addition.

Lots 2 through 14, Inclusive, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in Bluemont Park Third Addition.

Lots 1 through 13, Inclusive, Block 4.
All in Bluemont Lakes Second Addition.

Lots 84 through 94, Inclusive, Block 2.
Lots 1 through 14, Inclusive, Block 3.
All in Bluemont Lakes First Addition.

Lot 1, Block 1.
Lots 1 through 5, Inclusive, Block 2.
All in J & R Addition.

Lots 1 through 10, Inclusive, Block 1.
Lots 1 through 29, Inclusive, Block 2.
Lots 1 through 26, Inclusive, Block 3.
Lots 1 through 13, Inclusive, Block 4.
Lots 1 through 11, Inclusive, Block 5.
Lots 1 through 16, Inclusive, Block 6.
Lots 1 through 8, Inclusive, Block 7.
Lot 1, Block 8.
All in Wentz' Addition.

Lots 1 through 10, Inclusive, Block 1.
Lots 1 through 11, Inclusive, Block 2.
Lots 1 through 22, Inclusive, Block 3.
Lots 1 through 21, Inclusive, Block 4.
Block 5.
Lots 1 through 11, Block 6.
Lots 1 through 11, Block 7.
All in O'Graf Addition.

Lot 1, Block 1.
Located in Goldmark Addition.

Lot 1, Block 1.
Located in Goldmark Second Addition.

Lots 3 and 4, Block 1.
All in Replat of Mjelde Addition.

Lot 1, Block 1.
Located in Oak Court Addition.

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Lot 1, Block 1.
Lot 1, Block 2.
All in S & W 3rd Addition.

COMPRISING (Section 4):

Lots 1 through 10, Inclusive, Block 1.
Lots 1 through 8, Inclusive, Block 3.
Lots 9 through 34, Inclusive, Block 4.
Lots 1 through 5, Inclusive, Block 5.
Lots 1 through 6, Inclusive, Block 7.
Lots 1 through 20, Inclusive, Block 8.
Lots 1 through 20, Inclusive, Block 9.
Lots 1 through 13, Inclusive, Block 10.
Lots 1 through 15, Inclusive, Block 11.
Lots 1 through 32, Inclusive, Block 12.
Lots 1 through 4, Inclusive, Block 13.
Lots 6 through 16, Inclusive, Block 13.
Lots 1 through 21, Inclusive, Block 14.
Lots 1 through 21, Inclusive, Block 15.
Lots 1 through 12, Inclusive, Block 16.
Lot 2, Block 17.
All in Osgood First Addition.

Lots 1 through 13, Inclusive, Block 1.
Lots 1 through 18, Inclusive, Block 2.
Lots 1 through 6, Inclusive, Block 3.
All in Osgood Second Addition.

Lots 1 through 7, Inclusive, Block 1.
All in Osgood Third Addition.

Lots 1 through 4, Inclusive, Block 1.
All in Sheyenne Estates Addition.

Lots 1 through 8, Block 1.
All in Osgood River Addition.

Lots 1 through 18, Inclusive, Block 1.
All in Villas by the Greens Addition.

Lots 1 and 2, Block 1.
All in Ferguson First Addition.

Private Drive, Block 1.
Lots 7 through 15, Inclusive, Block 2.
All in Osgood Villas Addition.

Lots 7 through 10, Inclusive, Block 1.
All in Osgood Villas Second Addition.

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Lots 1 through 4, Inclusive, Block 1.
All in Osgood Villas Third Addition.

Lots 1 through 3, Inclusive, Block 1.
Lots 1 through 8, Inclusive, Block 2.
Private Drive, Block 2.
All in Osgood Villas Fourth Addition.

Lots 1 through 5, Inclusive, Block 1.
All in South Beach Townhomes Addition.

Lots 18 through 35, Inclusive, Block 4.
Lots 1 through 46, Inclusive, Block 5.
Lot 48, Block 5.
Lots 1 through 19, Inclusive, Block 6.
Lots 1 through 13, Inclusive, Block 7.
All in Osgood Farms First Addition.

Lots 32 and 33, Block 1.
All in Tuscan Villas at Osgood Addition.

Lots 1 through 16, Inclusive, Block 1.
Lots 1 through 7, Inclusive, Block 2.
All in Tuscan Villas at Osgood Second Addition.

Lots 1 and 2, Block 1.
All in Osgood Kindergarten Center and Park Addition.

Lots 1 through 67, Inclusive, Block 1.
Lots 1 through 10, Inclusive, Block 2.
Lots 1 through 28, Inclusive, Block 3.
Lots 1 through 26, Inclusive, Block 4.
Lots 1 through 7, Inclusive, Block 5.
Lots 1 through 5, Inclusive, Block 7.
All in Rocking Horse Farm 2nd Addition.

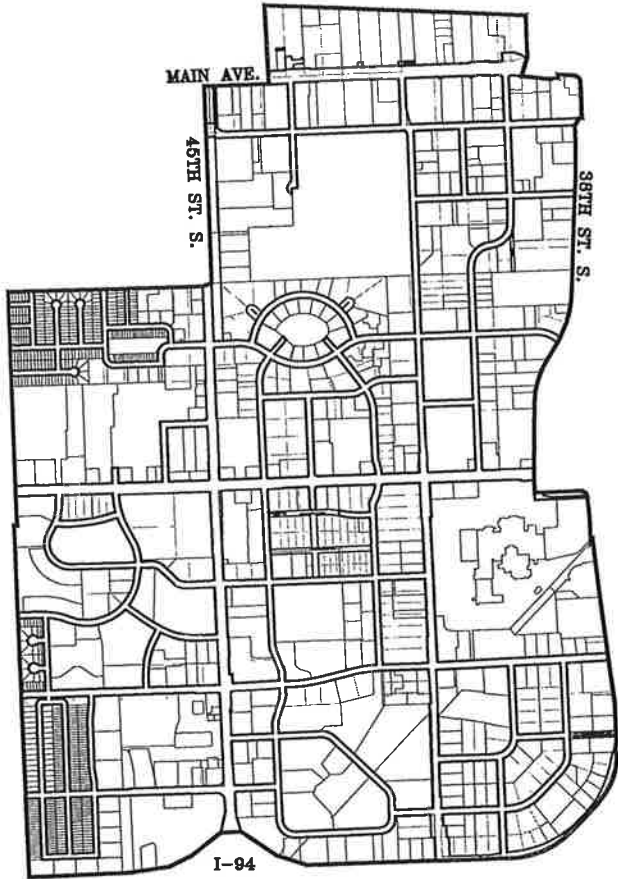
Lots 1 through 5, Inclusive, Block 1.
All in Rocking Horse Farm 3rd Addition.

Lots 1 and 2, Block 1.
All in Rocking Horse Farm 4th Addition.

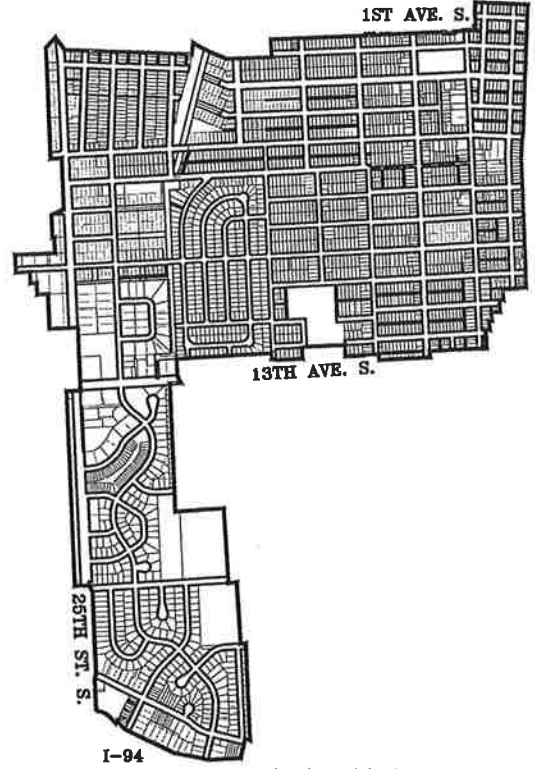
Lot 1, Block 3.
Lot 1, Block 4.
Lot 1, Block 5.
All in Rocking Horse East Second Addition.

All unplatted land in the southeast quarter of Section 32, T. 139 N, R. 49 W, 5th Principal Meridian.
All unplatted land in the northwest quarter of Section 32, T. 139 N, R. 49 W, 5th Principal Meridian.

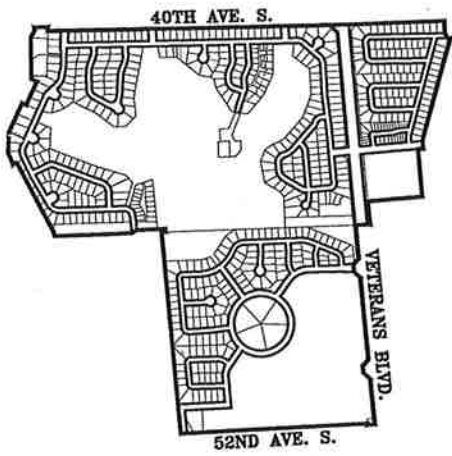
All of the foregoing located in the City of Fargo, Cass County, North Dakota.



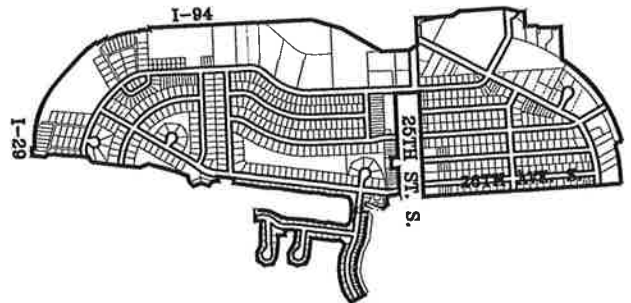
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SECTION #1



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SECTION #2



SECTION #4



SECTION #3

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
STORM SEWER LIFT STATION
MODIFICATIONS & INCIDENTALS
IMPROVEMENT DISTRICT NR-17-A