

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

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 22, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading and final adoption of an Ordinance Enacting Article 39-01 of Chapter 39 of the Fargo Municipal Code Relating to Collection of Utilities and Services.
- 2. Consent and Subordination to Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts.
- 3. Change Order No. 2 for an increase of \$41,086.40 for the Civic Center Ramp.
- 4. Applications for property tax exemptions for improvements made to buildings:
  - a. Charles B. and Kristy J. Heitkamp, 1922 20th Avenue South (3 year).
  - b. Tracy Green, 1525 32nd Street South (3 year).
  - c. Donna L. Lewis, 1920 20th Avenue South (3 year).
  - d. Jackson L. Strom and Lindsey K. Haverland, 1521 9th Street South (5 year).
  - e. Kristian and Jennifer Nelson, 1714 Prairie Lane South (5 year).
  - f. Wade E. Kline and Ann Arbor Miller, 1349 7th Street South (5 year).
  - g. Le Roy J. and Diann F. Mikula, 1615 14th Avenue South (5 year).
  - h. Conrad J. Barnes, 2815 2nd Street North (5 year).
  - i. Oscar L. and Elda A. DeLeon, 2932 Southgate Drive South (5 year).
  - j. Donita K. Kaspari T/O/D, 1525 8th Street South (5 year).
- 5. Site Authorizations for Games of Chance:
  - a. Fargo Metro Baseball Association at the Empire Tavern Inc.
  - b. Prairie Public Broadcasting Inc. at Peppers.
- 6. Applications for Games of Chance:
  - a. Red River Children's Advocacy Center for a raffle and raffle board on 11/15/18.
  - b. Lend A Hand Up – Dakota Medical Foundation for a raffle on 11/19/18.
  - c. Bethany Vincent Bingo Bash benefit for bingo and a raffle on 11/23/18; Public Spirited Resolution.
  - d. Handi-Wheels Transportation Inc. for a raffle on 12/21/18.
  - e. Davies Eagle Elite for a raffle on 11/17/18.

Engagement letter for auditing services with Eide Bailly, LLP for the 2018-2020 calendar years.

8. Notice of Grant Award with the ND Department of Emergency Services Division of Homeland Security for the FY 18 State Homeland Security Grant for purchase of regional response equipment and training (CFDA #97.067).
9. Notice of Grant Award Amendment with the ND Department of Health for the City Readiness Initiative (CFDA #93.074).
10. Contract Agreement with BNG Team to provide a breastfeeding friendly environment.
11. Purchase of Service Agreement with the ND Department of Human Services for Substance Abuse Prevention.
12. Lease with Option to Purchase Agreement No. 40001568 with CapFirst Equipment Finance, Inc. for a crawler dozer (RFP18123).
13. Bid award for purchase of 10 bus passenger shelters (RFP18292).
14. Change Order No. 3 for a 12-day time extension for Project No. FM-15-F2.
15. Change Order No. 1 for an increase of \$71,861.00 for Project No. BP-00-43.
16. 2019 Capital Improvement Plan.
17. Task Order with Wenck Associates, Inc. in an amount not to exceed \$177,270.00 for Project No. SW 16-03 Phase II.
18. Change Order No. 1 for an increase of \$7,050.00 for Project No. WW1708.
19. 2019 Parking Rates as recommended by the Parking Commission.
20. Resolution Approving Plat of Parkview South Eighth Addition.
21. Maintenance Certification for Urban Federal Aid Projects with the NDDOT.
22. Sole Source Procurement with Cass County Electric Cooperative for electrical improvements at the Sheyenne River Pump Station in the amount of \$40,125.98 (Project No. WA1510).
23. Change Order No. 2 for an increase of \$576.00 for Project No. WA1510.
24. Change Order No. 21 for an increase of \$43,944.00 for Project No. WA1301 (general construction contract).
25. One year guaranteed cost contract extension with Aqua-Pure Inc. for polymer chemicals at the Water Treatment Plant.
26. Contracts and bonds for Project Nos. SW1603 (electrical), SW1603 (mechanical), WA1753 (general contract) and WA1753 (electrical contract).
27. Bills.
28. Joint Powers Agreement with Cass County and Southeast Cass Water Resource District.

- Page 29.
29. Separation of Improvement District No. BR-18-A1 to complete the reconstruction of Main Avenue into two projects with the eastern portion (BR-18-A1) being bid on 3/9/19 and the western portion (BR-19-A1) to be bid in the fall of 2019.
  30. Change Order No. 1 for a time extension to 12/31/18 for Improvement District No. NN-17-A1.
  31. Engineering Services Agreement Amendment No. 3 with Apex Engineering Group in the amount of \$97,300.00 for Improvement District No. BR-18-C0.
  32. Change Order No. 1 for an increase of \$37,845.00 and an 11-day time extension for Improvement District No. BN-18-K1.
  33. Memorandum of Offer to Landowners for Temporary Easements (construction) for Improvement District No. BN-19-A1:
    - a. Sharon Klukken Caswell.
    - b. Dakota Prep Athletics, LLC.
    - c. Todd L. and Lori A. Funfar Revocable Trust.
    - d. Howard and Barbara Gensler.
    - e. Greenscape Companies, Inc.
    - f. Ken Pawluk LLC.
  34. Contracts and bonds for Improvement District No. UN-18-C1.

**REGULAR AGENDA:**

35. Update on the Fire Department.
36. 2nd reading and final adoption of an Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Parking Regulations; 1st reading 10/8/18; delayed from the 10/22/18 Regular Meeting.
37. Public Hearings - 5:15 pm:
  - a. CONTINUE to 11/19/18 – Hearing on a dangerous building located at 826 10th Street North.
  - b. Renewal Plans for District Nos. 2018-01, 2018-02 and 2018-03 for demolition of existing structures, site cleanup, public works improvements and redevelopment to multi-family housing within Blocks 2, 3, and 19 of Beardsley's Addition; continued from the 10/22/18 Regular Meeting.
  - c. Application filed by Enclave Development LLC for a payment in lieu of tax exemption (PILOT) for a project located at 312 11th Street North, which the applicant will use in the operation of 60-75 housing units and amenity space; continued from the 8/27/18 9/10/18 and 10/8/18 Regular Meetings.
  - d. Gardenia Addition (at 6357 and 6395 27th Street South); approval recommended by the Planning Commission on 7/3/18:
    1. Zoning change from AG, Agricultural to SR-2, Single-Dwelling Residential.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Gardenia Addition.

- e. Text Amendment to Amend Articles 20-02 through 20-07 and Article 20-09, of the Fargo Municipal Code (Land Development Code), relating to the correction of typos and errors, the clarification of existing standards, building material requirements in the DMU zoning district, standards eligible for modification within a PUD zoning district, setbacks for accessory structures, floor area for home occupations, processes for alternative access plans and vehicle drive-thru stacking spaces; approval recommended by the Planning Commission on 10/2/18:

- 1. 1st reading of Ordinance.

38. Recommendation for a Policy for the Determination and Review of Storm Water Service Charges.

39. Recommendation for appointment to the Native American Commission.

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

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

①

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

AN ORDINANCE ENACTING ARTICLE 39-01 OF CHAPTER 39  
OF THE FARGO MUNICIPAL CODE  
RELATING TO COLLECTION OF  
UTILITIES AND SERVICES

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; and

WHEREAS, for the purpose of paying for the construction, reconstruction, repair, improvements, maintenance, operation and use of the storm sewer system, the board of city commissioners wishes to establish a storm sewer system charge to be made against all properties located within the city limits. All charges shall be established, collected and accounted for in the manner as set forth under Article 39-01.

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Enactment.

Article 39-01 of Chapter 39 of the Fargo Municipal Code is hereby enacted as follows:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

CHAPTER 39 –  
STORM WATER UTILITY SERVICE

Article 39-01- Storm Water Service Charge

1  
2 Section 39-0101- Generally. A monthly storm water service charge shall be collected for  
3 each property located within the city of Fargo.

4 Section 39-0102- Definitions.

5 The following definitions shall apply in the interpretation and enforcement of this Article:

6 (1) Land use or zoning classification is that classification identified in the Land Development  
7 Code, Fargo Municipal Code Chapter 20.

8 (2) Area is the total square footage of all the improved and unimproved property contained  
9 within the boundaries of each parcel of land in the city as determined by the City Engineer or  
designee, in conjunction with the city Geographical Information System (GIS).

10 (3) Storm water system rate is that portion of the total annual expenses which the board of  
commissioners of the city of Fargo determines is to be charged to a parcel with a specific land  
11 use or zoning classification to provide such services as the management and operation of the  
storm water system as well as the construction, reconstruction, repair, enlargement, maintenance,  
12 use and operation of all storm water utility improvements.

13 (4) Storm water service charge is the actual charge imposed against each parcel of land within  
the city.

14 Section 39-0103- Collection. The storm water service charge shall be collected from  
15 each parcel on a monthly billing.

16 Section 39-0104- Calculation. The storm water service charge shall be a flat rate or  
17 based on the percentage of impervious surface and the size of the property draining into the  
city's storm sewer system.

18 Section 39-0105. Fees for Residential and Nonresidential Properties. Property within the  
19 city shall be assessed a monthly storm water service charge. The amount of the monthly storm  
20 water

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

service charge for all Residential and Nonresidential properties shall be established by Resolution of the board of city commissioners of the city of Fargo.

1 Section 39-0106- Exemptions or Reduced Charges. Exemptions and reduced charges may be adopted by Resolution of the board of city Commissioners of the city of Fargo.

2 Section 39-0107.- Review of Storm Water System Charge.

- 3 (1) Property owners, as determined by the city of Fargo parcel information, may seek review of
- 4 the storm sewer system charge by filing a written request for review with the City Engineer.
- 5 The request shall be filed within thirty (30) days of the mailing of the monthly bill and shall
- 6 set forth the particular grounds upon which the review is sought.
- 7 (2) Grounds for review include questions relating to the city's determination of the parcel's area
- 8 and its determination of the parcel's impervious surface determination.
- 9 (3) The board of commissioners, by resolution and upon the recommendation of the City
- 10 Engineer shall adopt guidelines and policies for the review of these petitions. The City
- 11 Engineer shall follow these guidelines and policies and consider all pertinent data including
- 12 that provided by the property owner before making a determination of the merits of each
- 13 petition.

14 Section 39-0108.- Certification of unpaid charges. The balance of any unpaid storm water service charges shall be certified for collection with real estate taxes in the following year in accordance with Article 3-23.

15 Section 2. Effective Date.

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

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

18 (SEAL)

19 Attest:

20 First Reading:  
21 Second Reading:  
22 Final Passage:

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



②

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, DIRECTOR OF STRATEGIC PLANNING AND RESEARCH**

**DATE: OCTOBER 31, 2018**

**SUBJECT: PARKING LEASE**

The City of Fargo has leased 110 parking spaces for city employees in the City Centre Lofts building that is under construction north of City Hall. This lease was approved and executed in 2017, and included both indoor and outdoor parking.

The developer of the project, Northland Hospitality, has established a condominium ownership plan and has recorded those documents. Because of the City lease for a portion of the building, Northland needs the City's consent for the condominium ownership documents. This consent does not amend the terms of the parking lease. The City Attorney has reviewed the consent document and the condominium documents. The consent document is attached.

There will be a need to amend the parking lease prior to the completion of the building due to the changes in the design of the building and the delay in the completion of the project. The indoor parking was not available on July 1, 2018 as expected. We anticipate the parking will be available in November, but full enclosure of the space will not occur until sometime in 2019. The amount that the City pays will not increase until the parking is fully enclosed.

**RECOMMENDED MOTION:** To approve the Consent and Subordination to the Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts.

Attachment

cc: Bruce Grubb  
Erik Johnson



**CONSENT AND SUBORDINATION  
TO  
DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP  
FOR  
CITY CENTRE LOFTS**

City of Fargo, North Dakota, a North Dakota municipal corporation (“City”) and Northland Hospitality, LLC (“Northland”) are parties to an unrecorded Right of Entry to Construct and Lease Agreement dated August 29, 2016, an unrecorded Lease Agreement dated May 8, 2017, an unrecorded Amendment No. 1 to Right of Entry to Construct and Lease Agreement dated July 3, 2017, and an unrecorded Amendment to Right of Entry to Construct and Lease Agreement and Lease Agreement to be executed in 2019 (collectively the “City Lease Documents”). The City Lease Documents cover certain real property which, in part, includes the real property which was subjected to that certain Declaration Establishing a Plan of Condominium Ownership for City Centre Lofts recorded September 6, 2018, as document no. 1546511 (the “Declaration”). City hereby consents to the execution and recording of the Declaration, provided, that by consenting to the Declaration (i) such consent does not modify or amend the terms and conditions of the City Lease Documents, and (ii) the City Lease Documents shall be bound by, subject to, and subordinate to the Declaration as if the Declaration were entered into and recorded prior to the City Lease Documents.

The real property subjected to the Declaration is the property described on Exhibit “A” attached hereto.

*[remainder of page intentionally left blank]*

*[signature page to Consent and Subordination]*

City of Fargo,  
a North Dakota municipal corporation

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

ATTEST:

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

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS             )

The foregoing instrument was executed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

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



3

MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, DIRECTOR OF STRATEGIC PLANNING AND RESEARCH** 

**DATE: OCTOBER 31, 2018**

**SUBJECT: CHANGE ORDER FOR PARKING FACILITY RESTORATION**

Restoration work is close to completion on three parking facilities in downtown Fargo. After closer inspection of the roofs of the two stair towers on the Civic Center Ramp, it is apparent that waterproofing should be replaced on both roofs.

Attached is a Change Order from Western Specialty Contractors for \$41,086.40 to replace the roof waterproofing. Our engineer for the project is recommending approval of this change order and the work will be paid for from the Parking Repair and Replacement Fund.

**RECOMMENDED MOTION:** To approve the Change Order from Western Specialty Contractors, in the amount of \$41,086.40, for replacement of the roofs waterproofing on the Civic Center Parking Ramp.

Attachment



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2001

## Change Order

<b>PROJECT (Name and address):</b> City of Fargo Parking Structures, Civic Center Ramp, GTC Parking Garage, Island Park Ramp	<b>CHANGE ORDER NUMBER:</b> 002  <b>DATE:</b> September 24, 2018	<b>OWNER:</b> <input type="checkbox"/>  <b>ARCHITECT:</b> <input type="checkbox"/>  <b>CONTRACTOR:</b> <input type="checkbox"/>  <b>FIELD:</b> <input type="checkbox"/>  <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Western Specialty Contractor 111 Lowry Ave., NE Minneapolis, MN 55418	<b>ARCHITECT'S PROJECT NUMBER:</b> 2418 3164.00  <b>CONTRACT DATE:</b> August 6, 2018  <b>CONTRACT FOR:</b> General Construction	

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Additional roof waterproofing replacement per Contract/Bid documents, Alternate No. 1. for the price as identified by the Contractors email proposal dated October 26, 2018. In addition, the date of Substantial completion was changed.

The original Contract Sum was	\$ 486,077.00
The net change by previously authorized Change Orders	\$ 38,880.00
The Contract Sum prior to this Change Order was	\$ 524,957.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 41,086.40
The new Contract Sum including this Change Order will be	\$ 566,043.40

The Contract Time will be increased by twenty-one (53) days.

The date of Substantial Completion as of the date of this Change Order therefore is December 15, 2018

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

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

Wantman Group Inc. <b>ARCHITECT (Firm name)</b>  8910 Purdue Rd, Ste. 400 Indianapolis, IN 46268	Western Specialty Contractors <b>CONTRACTOR (Firm name)</b>  111 NE Lowry Ave. Minneapolis, MN 55418	City of Fargo <b>OWNER (Firm name)</b>        
<b>ADDRESS</b>	<b>ADDRESS</b>	<b>ADDRESS</b>
<b>BY (Signature)</b>	<b>BY (Signature)</b>	<b>BY (Signature)</b>
Brennan Torres (Typed name)	Tony Marchiafava (Typed name)	(Typed name)
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>



October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1922 20 Ave. S as submitted by Charles B. & Kristy J. Heitkamp. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$105 with the City of Fargo's share being \$20.

Sincerely,

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

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner CHARLES & KRISTY HEITKAMP Phone No. 701-280-9621

2. Address of Property 1922 20 AVE S  
 City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 6 EXC E 100' BLK 13A REPLAT SOUTHVIEW VILLAGES ADDN

4. Parcel Number 01-2840-02526-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1922 20 AVE S  
 City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

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

7. Building Permit No. 180386 8. Year Built 1984

9. Date of Commencement of making the improvement 5-17-2018

10. Estimated market value of property before improvement \$ 166,300

11. Cost of making the improvement (all labor, material and overhead) \$ 13,800

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 Charles & Kristy Heitkamp Date 10-17-2018

**Assessor's Determination**

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

Assessor's Signature Don Chaska Date 10/22/18

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

October 17, 2018

City of Fargo Assessment Dept.  
225 4<sup>th</sup> St N  
Fargo, ND  
58102

Re: Parcel #01-2840-02526-000

I will protest any increase to the estimated market value of the property as a result of the dwelling being resided.

The dwelling had to be resided as a result of the existing steel siding failing. The steel siding that was on the structure experienced paint failure. The paint was not adhering to the siding. The paint was flaking and peeling. Gentek, the steel siding supplier, was trying to correct the failure under their warranty policy. However, every effort Gentek attempted continued to experience almost yearly failure of the paint adhering to the siding.

It was became apparent the only remedy, available to Gentek and the property owner, was a complete residing of the property. Otherwise the property owner would continually be required to repaint on an almost yearly basis in order to address the historical yearly paint failure.

Having to repaint yearly is not something that is conducive to a potential buyer. Having to repaint yearly is a red flag for a potential buyer to negotiate lowering a selling price, not selling at a premium, much less being able sell at the full estimated market value. Therefore, it is my opinion that this does not justify an increase to the estimate market value. It is maintenance that was required in order to maintain the current estimated market value.

Sincerely



Charles Barney Heitkamp



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

46

October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1525 32 St. S as submitted by Tracy Green. 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 \$1140 with the City of Fargo's share being \$195.

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 TRACY GREEN Phone No. \_\_\_\_\_

2. Address of Property 1525 32 ST S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
E 30.21 FT OF LT 5 & ALL OF LT 6 BLK 3 HUB ADDITION

4. Parcel Number 01-1390-00295-060 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1525 32 ST S

City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). REMODEL EXISTING 3 BATHROOMS, KITCHEN, LOWER LEVEL; WORK INCLUDES FLOORING, FIXTURES, VENT ILATION, PLUMBING, ELECTRICAL

7. Building Permit No. 172487 8. Year Built 1985

9. Date of Commencement of making the improvement 12/2017

10. Estimated market value of property before improvement \$ 164,100

11. Cost of making the improvement (all labor, material and overhead) \$ 75,000

12. Estimated market value of property after improvement \$ 251,900

**Applicant's Certification and Signature**

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

Applicant's Signature Tracy Green Date 10/17/18

**Assessor's Determination**

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

Assessor's Signature Drew Bush Date 10/22/18

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT



October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1920 20 Ave. S as submitted by Donna L. Lewis. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$105 with the City of Fargo's share being \$20.

Sincerely,

Handwritten signature of 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 DONNA LEWIS Phone No. (701) 237-4653

2. Address of Property 1920 20 AVE S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. E 100 FT OF LT 6 BLK 13A REPLAT SOUTHVIEW VILLAGES ADDN

4. Parcel Number 01-2840-02524-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1920 20 AVE S  
City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

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

7. Building Permit No. 180385 8. Year Built 1984

9. Date of Commencement of making the improvement April 16, 2018

10. Estimated market value of property before improvement \$ 166,300

11. Cost of making the improvement (all labor, material and overhead) \$ #12,530.00

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

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature Donna L Lewis Date 10/15/2018

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK  
Assessor's Signature Don Bush Date 10/22/18

**Action of Governing Body**

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

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT



October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

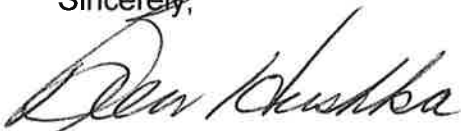
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1521 9 St. S as submitted by Jackson L. Strom & Lindsey K. Haverland. 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 \$455 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 Jackson Strom & Lindsey Haverland Phone No. 701-446-6347

2. Address of Property 1521 9 St. S.

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt 6 B1K 19 Huntingtons Addn.

4. Parcel Number 04400-03290-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1521 9 St. S.

City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

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

7. Building Permit No. 171677 & 172321 8. Year Built 1927

9. Date of Commencement of making the improvement 10.1.17

10. Estimated market value of property before improvement \$ 309,000

11. Cost of making the improvement (all labor, material and overhead) \$ 80,000

12. Estimated market value of property after improvement \$ 344,100

**Applicant's Certification and Signature**

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

Applicant's Signature [Signature] Date 10.9.18

**Assessor's Determination**

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

Assessor's Signature [Signature] Date 10/2/18

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1714 Prairie Ln. S as submitted by Kristian & Jennifer Nelson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$295 with the City of Fargo's share being \$50.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Kristian & Jennifer Nelson Phone No. 701-361-3523

2. Address of Property 1714 Prairie Ln. S.  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt 10 Blk 7A Southview Villages

4. Parcel Number 01-2840-01180-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1714 Prairie Ln. 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). added 3/4 bath in basement, remodel kitchen, new hardwood entire main floor, update lighting & electrical

7. Building Permit No. 180251 8. Year Built 1917

9. Date of Commencement of making the improvement May 2018

10. Estimated market value of property before improvement \$ 179,500

11. Cost of making the improvement (all labor, material and overhead) \$ 17,000 (Bathroom), 30,000 Kitchen, flooring, lighting

12. Estimated market value of property after improvement \$ 202,200

**Applicant's Certification and Signature**

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

Applicant's Signature [Signature] Date 10/16/18

**Assessor's Determination**

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

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

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

4f

October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1349 7 St. S as submitted by Wade E. Kline & Ann Arbor Miller. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$155 with the City of Fargo's share being \$25.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Wade Kline & Ann Arbor Miller Phone No. 701-386-8870

2. Address of Property 1349 7 St S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt 13 Blk 3 Huntingtons Addn

4. Parcel Number 01-1400-00350-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1349 7 St S

City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Replace siding, soffit, fascia on existing dormers; replace windows throughout; (2nd floor + basement) relocating wall-electrical panel in basement; code updates (smoke detectors, handrails, electrical maintenance); exterior doors (2 storm, 1 walk-in on garage);

7. Building Permit No. 181017 L + safety. 8. Year Built 1922

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

10. Estimated market value of property before improvement \$ 202,600

11. Cost of making the improvement (all labor, material and overhead) \$ 40,985

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

4 NEW ceiling fans.

**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 Wade Kline Date 10/19/2018 10/19/18

**Assessor's Determination**

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

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

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

AG

October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

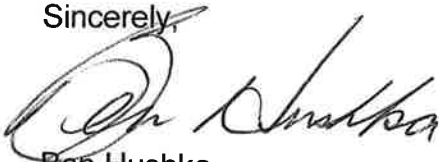
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1615 14 Ave. S as submitted by Le Roy J. & Diann F. Mikula. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$150 with the City of Fargo's share being \$25.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner LEROY & DIANN MIKULA Phone No. 701 232 5709

2. Address of Property 1615 14 AVE S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 14 BLK 6 MORTON & DOTYS ADDN

4. Parcel Number 01-2040-01420-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1615 14 AVE S  
City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

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

7. Building Permit No. 181381 8. Year Built 1976

9. Date of Commencement of making the improvement Aug + Sept 2018

10. Estimated market value of property before improvement \$ 217,800

11. Cost of making the improvement (all labor, material and overhead) \$ 13,000.<sup>00</sup>

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 LeRoy Mikula Date \_\_\_\_\_

**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 Hunko Date 10/22/18

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT



October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

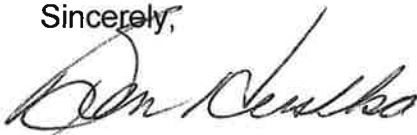
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2815 2 St. N as submitted by Conrad J. Barnes. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2019, 2020, 2021, 2022, & 2023.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$260 with the City of Fargo's share being \$45.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Conrad Barnes Phone No. 1-701-331-9075

2. Address of Property 2815 2 St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 18, Blk 6, Edgewood 1st

4. Parcel Number 01-0720-01010-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner Same

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Open area, updated elec/plumb as needed, remodel kitchen & bath

7. Building Permit No. 180293 8. Year Built 1970

9. Date of Commencement of making the improvement 03/29/18

10. Estimated market value of property before improvement \$ 175,200

11. Cost of making the improvement (all labor, material and overhead) \$ 23,000

12. Estimated market value of property after improvement \$ 195,200

**Applicant's Certification and Signature**

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

Applicant's Signature *Conrad Barnes* Date 10/2/18

**Assessor's Determination**

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

Assessor's Signature *Don [unclear]* Date 10/22/18

**Action of Governing Body**

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

Approval subject to the following conditions: \_\_\_\_\_

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

40

October 19, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

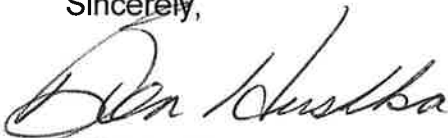
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2932 Southgate Dr. S as submitted by Oscar L. & Elda A. Deleon. 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 \$1045 with the City of Fargo's share being \$175.

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 Oscar & Elda Peleon Phone No. \_\_\_\_\_

2. Address of Property 2932 Southgate Dr S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
Lt 21 Blk 11 Westgate Village Addn.

4. Parcel Number 01-4000-01830-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 2932 Southgate Dr S  
City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel entire main floor & 2nd floor

7. Building Permit No. 170532 8. Year Built 1976

9. Date of Commencement of making the improvement N/A 5-1-17

10. Estimated market value of property before improvement \$ 223,300

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

12. Estimated market value of property after improvement \$ 303,800

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature Elda De Leon, On Behalf Date 10/9/2018

**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 Christensen Date 10/22/18

**Action of Governing Body**

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



CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT



October 23, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1525 8 St. S as submitted by Donita K. Kaspari T/O/D. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 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 \$530 with the City of Fargo's share being \$90.

Sincerely,

Handwritten signature of 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 DONITA KASPARI Phone No. (701)7300324

2. Address of Property 1525 8 ST S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot S 12 1/2FT OF 6 & N 37  
1/2FT OF 7 BLK 18 HUNTINGTONS

4. Parcel Number 01-1400-03040-000 Residential  Commercial  Central Business District

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

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). REMODEL EXISTING KITCHEN. REPLACE WINDOW IN SMALLER OPENING. REMOVE WALL B/T KITCHEN AND ENTRY

7. Building Permit No. 172446 8. Year Built 1932

9. Date of Commencement of making the improvement 12/07/2017

10. Estimated market value of property before improvement \$ 256400

11. Cost of making the improvement (all labor, material and overhead) \$ 90,000.00

12. Estimated market value of property after improvement \$ 297,200

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature Donita Kaspari Date 10/23/2018

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK  
Assessor's Signature [Signature] Date 10/24/18

**Action of Governing Body**

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



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

5A

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization  
*Fargo Metro Baseball Association*

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

Name of Location <i>Empire Tavern Inc.</i>			
Street <i>424 N. Broadway</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>CASS</i>
Beginning Date(s) Authorized <i>November 5, 2018</i>	Ending Date(s) Authorized <i>June 30, 2019</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>North wall</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

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

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <i>11/5/18</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steve Sprague/City Auditor</i>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

56

G - \_\_\_\_\_ ( \_\_\_\_\_ ) \_\_\_\_\_  
 Site License Number  
 (Attorney General Use Only)

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

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

Name of Location <b>Peppers</b>			
Street <b>2510 S University Dr</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>11/5/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Games are conducted and played through out teh entire facility, excluding the restroom</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

**RESTRICTIONS (City/County Use Only)**

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

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

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

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>11/5/18</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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



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

✓ 8708  
 25.00  
 10/31/18

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

Name of Non-profit Organization <b>Red River Children's Advocacy Center</b>		Date(s) of Activity <b>11/15 to 11/15</b>	For a raffle, provide drawing date(s): <b>11/15</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Anna Frissell</b>		Title <b>Executive Director</b>	Business Phone Number <b>701-234-4583</b>	
Business Address <b>100 South 4th St., #302</b>		City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Holiday Inn</b>		Site Address		
City <b>3803 13th Ave. So., Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	50 / 50	\$ 600			
Raffle Bd		\$ 300			
Raffle Bd		\$ 300			

(Limit \$12,000 per year)  
 Total: \$ **1200<sup>00</sup>**

Intended uses of gaming proceeds: The proceeds will be used for operating expenses of the RRCCAC for services to children who are physically or sexually abused.

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

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

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

Signature of Organization's Top Executive Official <i>[Signature]</i>	Date <b>10/31/18</b>	Title <b>Executive Director</b>	Business Phone Number <b>701-234-4583</b>
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2016)

*(Handwritten initials)*

\$25.00  
 CC 0898  
 10-24-18

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

Name of Non-profit Organization Lend A Hand Up - Dakota Medical Foundation		Date(s) of Activity 11/19/2018 to 11/19/2018		For a raffle, provide drawing date(s): 11/19/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jeana Peinovich		Title Director		Business Phone Number (701) 356-2661	
Business Address 4141 28 Ave S		City Fargo		State ND	Zip Code 58104-xxxx
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Hilton Garden Inn		Site Address 4523 17 Ave S			
City Fargo		State ND	Zip Code 58104-xxxx	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker* <input type="checkbox"/> Twenty-one* <input type="checkbox"/> Paddlewheels*					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Paddle Game	Basket/Gift Card	\$250.00			
Total:					(Limit \$12,000 per year) \$ 250.00

Intended uses of gaming proceeds: Proceeds will be donated to DMF to benefit the Lend A Hand Up program.

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 1-800-355-26-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 4,339.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>(Handwritten Signature)</i>	Date 10/23/2018	Title President, Dmf	Business Phone Number (701) 271-0273
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2016)

(W)

\$25.00  
 Cash  
 10-30-18

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

Name of Non-profit Organization <b>Bethany Vincent Bingo Bash Benefit</b>		Date(s) of Activity <b>Nov 23<sup>rd</sup></b>	For a raffle, provide drawing date(s): <b>November 23<sup>rd</sup></b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Kim Taxdahl</b>		Title	Business Phone Number	
Business Address <del>1429 3rd St. N.</del>		City <b>Fargo</b>	State	Zip Code
Mailing Address (if different) <b>2313 30<sup>th</sup> Ave So</b>		City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58103</b>
Name of Site Where Game(s) will be Conducted <b>El Zagal Shrine</b>		Site Address <b>1429 3<sup>rd</sup> St. N.</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input checked="" 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
Bingo	Cash	\$50 <sup>00</sup>	Bingo	Cash	100 <sup>00</sup>
Bingo	Purse	\$50 <sup>00</sup>	50/50 <sup>500</sup> + 1x	50% Cash	250 <sup>00</sup> cash
Bingo	Cash	\$50 <sup>00</sup>	Raffle	Colorado Jack Basket	\$450 <sup>00</sup>
Bingo	Cash	\$50 <sup>00</sup>	Raffle	Indian Prints Polar <sup>is</sup>	\$50 <sup>00</sup>
Bingo	Purse	\$50 <sup>00</sup>	Raffle	Gift Card	\$100 schools
Bingo	Cash	\$50 <sup>00</sup>	Raffle	Gift Card	\$100 VISA
Bingo	Purse	\$50 <sup>00</sup>	Raffle	Polaris Ranger 306 <sup>cooler</sup>	\$350 <sup>00</sup>
Bingo	Cash	\$50 <sup>00</sup>	Raffle	Pelican 50 <sup>l</sup> + <sup>cooler</sup>	\$429 <sup>00</sup>
Bingo	Purse	\$50 <sup>00</sup>			
Total:					(Limit \$12,000 per year) \$ 1874 <sup>00</sup>

Intended uses of gaming proceeds: Cancer treatment and health bills for Bethany Vincent was was diagnosed with Hodgkin's Lymphoma

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

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

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

Signature of Organization's Top Executive Official <b>Kim Taxdahl</b>	Date <b>10/30/18</b>	Title	Business Phone Number <b>701 373 5852</b>
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2016)

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

Name of Non-profit Organization <b>Handi-wheels Transportation Inc.</b>	Date(s) of Activity	For a raffle, provide drawing date(s): <b>12/21/18</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Tonna Horsley</b>	Title <b>Director</b>	Business Phone Number <b>(701) 232-3231</b>	
Business Address <b>2525 Broadway N. #002</b>	City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102-1482</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Hope Lutheran Church North Campus</b>	Site Address <b>2900 Broadway N</b>		
City <b>Fargo</b>	State <b>ND</b>	Zip Code <b>58102-1422</b>	County <b>Cass</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	49" LG Smart TV	\$400.00			
Raffle	Embroidery Quilt	\$300.00			
Raffle	Broom Vacuum	\$189.00			
Raffle	Vikings Jersey	\$110.00			
Raffle	Marriot Hotel	\$119.00			
Raffle	NDSU Sweatshirt	\$40.00			
					(Limit \$12,000 per year)
Total:					\$ 1,158.00

Intended uses of gaming proceeds: General Operating Expenses Bus Maintenance

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

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

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

Signature of Organization's Top Executive Official 	Date <b>10/31/2018</b>	Title <b>Executive Director</b>	Business Phone Number <b>(701) 232-3231</b>
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 9338 (08/2016)

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

Name of Non-profit Organization Davies Eagle Elite	Date(s) of Activity 11/17/2018 to 11/17/2018	For a raffle, provide drawing date(s): 11/17/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income John Bertel	Title N/a	Business Phone Number 7012617346	
Business Address 7150 25th ST S	City Fargo	State ND	Zip Code 58104
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Fargo Davies	Site Address 7150 25th St S		
City Fargo	State ND	Zip Code 58104	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	Est 500			
Total:					(Limit \$12,000 per year) \$ 500

Intended uses of gaming proceeds: Dance team expenses

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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: \$ 10,000. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 11/1/18	Title Treasurer	Business Phone Number 701-261-7346
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7

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: KENT COSTIN, DIRECTOR OF FINANCE** 

**RE: APPROVAL OF AUDITING SERVICES CONTRACT WITH EIDE BAILLY, LLP FOR 2018-2020 AUDIT ENGAGEMENTS**

**DATE: November 1, 2018**

The Finance Office is planning year end accounting and auditing routines for the 2018 calendar year. Every three years our auditing services contract engagement letter is documented and approved by the City Commission. This letter serves to communicate clearly the audit objectives, procedures and set forth the management's responsibilities and details their fee proposal. The Finance Office requested another multi-year contract this year as a way to streamline the process and provide a continuous professional relationship.

We have been pleased with our working relationship with Eide Bailly, LLP and would recommend approval of the attached engagement letter for auditing services for the 2018-2020 calendar years.

The Finance Committee reviewed this engagement letter and recommends approval.

**Suggested Motion:**

Approve an engagement letter for auditing services with Eide Bailly, LLP for the 2018-2020 calendar years.



August 30, 2018

To the City Commission  
City of Fargo  
Fargo, North Dakota

You have requested that we audit the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Fargo as of December 31, 2018, and for the year then ended, and the related notes, which collectively comprise City of Fargo's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the period ended December 31, 2018. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that Required Supplementary Information (RSI) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Changes in Net OPEB Liability and Related Ratios
3. Schedule of OPEB Contributions
4. Schedule of Employer's Share of Net Pension Liability and Schedule of Employer Contributions

Supplementary information other than RSI will accompany City of Fargo's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and Individual Fund Statements

**What inspires you, inspires us. | [eidebailly.com](http://eidebailly.com)**

### **Schedule of Expenditures of Federal Awards**

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

1. Introductory section
2. Capital Assets used in the Operation of Governmental Funds
3. Statistical section

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of City of Fargo's basic financial statements. Our report will be addressed to the governing body of City of Fargo. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the items listed below upon completion of our audit:

1. Independent Auditor's Report on Internal Control over Financial Reporting and Compliance and Other Matters based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
2. Independent Auditor's Report on Compliance for the Major Federal Program; Report on Internal Control over Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by the Uniform Guidance.

### **Audit of Major Program Compliance**

Our audit of City of Fargo's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions the Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management Responsibilities**

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal awards programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal awards programs;
9. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
20. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

### Fees and Timing

Barb Aasen is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit on approximately April 15, 2018.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the audit will be as follows:

	2018	2019	2020
Audit	\$ 42,500	\$ 43,250	\$ 44,000
Uniform Guidance - Base Fee	3,000	3,000	3,000
Uniform Guidance - estimated 4 programs at \$2,500 each	10,000	10,000	10,000
	<u>\$ 55,500</u>	<u>\$ 56,250</u>	<u>\$ 57,000</u>

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use City of Fargo's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

### Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to the respective federal cognizant agency or its designee and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.



During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the City Commission the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

*Government Auditing Standards* require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly LLP formed The Eide Bailly Alliance Network, a network for small to mid-sized CPA firms across the nation. Each member firm of The Eide Bailly Alliance, including Eide Bailly LLP, is a separate and independent legal entity and is not owned or controlled by any other member of The Eide Bailly Alliance. Each member firm of The Eide Bailly Alliance is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of The Eide Bailly Alliance or any other member firm of The Eide Bailly Alliance and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of The Eide Bailly Alliance.

## **DISPUTE RESOLUTION**

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

### ***Mediation***

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in Bismarck, North Dakota.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

### ***Governing Law and Venue***

We both agree to submit any unresolved Dispute to trial by a federal or state court venued in Minneapolis, Minnesota. This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota (regardless of the laws that might be applicable under the principles of conflict of law) as to all matters including without limitation, matters of validity, construction, effect, and performance.

## **LIMITATION OF DAMAGES AND NO PUNITIVE DAMAGES**

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by us of our duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than two times fees paid under this agreement. In no event shall we be liable to you for any punitive or exemplary damages, or for attorneys' fees.

## **TIME LIMITATION**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. We both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against us unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our report, return or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the audit.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

**INDEMNITY**

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees (collectively "Eide Bailly"), against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages, and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

**ASSIGNMENTS PROHIBITED**

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,



---

Barb Aasen, CPA  
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of City of Fargo by:

---

Kent Costin  
Finance Director

---

Tim Mahoney, M.D.  
Mayor of City of Fargo

CITY OF  
**Fargo Fire Department**

MEMORANDUM

8

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: OCTOBER 24, 2018**

**SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES**

The North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security has approved a grant application for the FY 2018 State Homeland Security Grant Program in the amount of \$130,849.50. Items that will be purchased are personal protective equipment, power equipment, training, and other authorized equipment.

**RECOMMENDED MOTION:** Approve the Fire Department budget adjustment and contract with the North Dakota Division of Homeland Security for grant funding in the amount of \$130,849.50 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/LS  
Enclosure

Cc: Kent Costin



# ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: [nddes@nd.gov](mailto:nddes@nd.gov)

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: [www.nd.gov/des](http://www.nd.gov/des)

*Ensuring a safe and secure homeland for all North Dakotans*

September 25, 2018

Fargo Fire Department  
Battalion Chief Chris Rasmussen  
637 NP Ave  
Fargo, ND 58102

Dear Battalion Chief Chris Rasmussen:

Congratulations, on behalf of the North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security, your grant application submitted for the FY 2018 State Homeland Security Grant Program has been approved for award in the amount of \$130,849.50.

Before you begin your project or expend any of the Federal funds, you must establish acceptance of the award. By accepting this award, you acknowledge that the following documents and software are incorporated into the terms and conditions of your award:

- Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs (<https://grants.des.nd.gov/site/HSGP.cfm>)
- Notice of Grant Award
- FY 2018 Homeland Security Grant Guidance
- Environmental and Historic Preservation (EHP), if applicable
- DES Grants Software Program

Please make sure you read and understand the terms of the award.

In order to establish acceptance of the award and its terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Sign page 1 of the Notice of Grant Award

Step 2: Initial page 2 (Special Conditions)

Step 3: Scan pages 1 and 2 of the Notice of Grant Award

Step 4: Upload both documents into the DES Grants software to your project page. (See directions below.)

Step 5: Upload your jurisdictions/agencies written procurement policy.

Once you have uploaded the signed and initialed documents, you may begin the project. Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDDES. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDDES Grants software program.

Federal (2 CFR Part 200.318-200.326) and state procurement laws and regulations must be followed when purchasing goods (equipment) and services (planning, training, or exercises). **Note:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name for contractor/vendor. All procurement transactions must be conducted in a manner

Doug Burgum  
Governor

Cody Schulz  
Director - Division of Homeland Security

Major General Alan S. Dohmann  
Director – Department of Emergency Services

Mike Lynk  
Director - Division of State Radio

providing full and open competition (2 CFR Part 200.319). Please see NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as the Reimbursement Processing Checklist (see web address below for more information and details on the type of documentation you will need to provide to NDDDES to show compliance. To aid sub-recipients we have developed the *Quote (Informal) Request Form*. This form is available on the DES Grants GMS website. Sub-recipients are required to submit all quotes along with the completed quote request form prior to accepting a quote. NDDDES will review the quotes and provide feedback within three business days. Sub-recipients must complete this form and submit it with their quotes.

When requesting reimbursement, you must do so through the online DES Grants software program. Remember to attach the appropriate supporting documentation. Please review the Reimbursement Processing Checklist on our website for information on required documentation. Purchases of \$10,000 or more require a minimum of three quotes. Sub-recipients must purchase from vendor providing the lowest aggregate quote.

Finally, 2018 HSGP Project Status Reports are due quarterly, with a final report due with your final reimbursement request. The Quarterly Reports will be done online through the DES Grants software program. Reports are due fifteen (15) days after the end of the reporting period as follows, with your first report due on October 15, 2018. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing will be required.

- January 15 (October 1 – December 31 activity)
- April 15 (January 1 – March 31 activity)
- July 15 (April 1 – June 30 activity)
- October 15 (July 1 – September 30 activity)

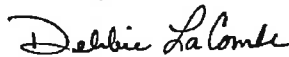
#### DES Grants Software Program

##### Existing Users:

1. Login at <https://grants.des.nd.gov/>
2. On your home page Click on FY 2018 SHSP – takes you to a **red** screen
3. On left hand side, Click on Projects
4. Click on the FY 2018 SHSP project – takes you to a **blue** screen
5. Toward bottom of page, Click on Add Document – following directions on your screen
6. Click Upload to upload the Notice of Grant Award, Special Conditions, and Procurement Policy.

Should you have any questions, please contact myself, Karen Hilfer, or Dave Rice at 701-328-8100.

Sincerely,



Debbie LaCombe  
Grants & Training Chief

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 <b>NOTICE OF GRANT AWARD</b>	<b>ND DHS Director:</b> Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 <b>Recipient Contact Name:</b> Debbie LaCombe Telephone: 328-8100
<b>Title of Grant Program:</b> FY 18 State Homeland Security Grant Program	
<b>Federal Award Identification Number:</b> EMW-2018-SS-00008	<b>Federal Award Date:</b> September 1, 2018
<b>Federal Awarding Agency:</b> U.S. Department of Homeland Security	
<b>CFDA No.</b> 97.067 Homeland Security Grant Program	<b>Federal Award to NDDDES:</b> \$3,980,000.00

<b>Subrecipient Name and Address:</b> Fargo Fire Department 637 NP Ave Fargo, ND 58102 <b>Subrecipient Contact Name:</b> Chris Rasmussen Telephone: 701-241-8129 Subrecipient DUNS Number: 070265871	<b>Grant Number</b> S# 161	<b>County/Tribe</b> Cass	
	<b>Performance Period</b> From: September 25, 2018		Through: December 31, 2019

<b>Financial Information</b>	<b>Grant Amount</b>	<b>Subrecipient Cost Share</b>	<b>Total Project Cost</b>
Amount of Financial Assistance	\$130,849.50		\$130,849.50

All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

**Scope of Service:** The intent of NDDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.

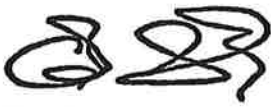
**Reporting Requirements:** Project Status Reports on project must be submitted to NDDDES on a quarterly basis through the NDDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.

**Special Conditions:** The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.

This award is subject to the terms and conditions incorporated either directly or by reference in the following:

- 1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at <https://grants.des.nd.gov/site/HSGP.cfm>
- 2) Applicable Federal and State laws and regulations
- 3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity for this grant program.

This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.

Evidence of Subrecipient's Acceptance		Evidence of DES Approval	
Signature	Date	 Signature	Date: 9/25/2018
<b>Typed Name and Title of Authorized Representative</b>		<b>Typed Name and Title of Authorized Representative</b> Cody Schulz Director	



SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.
2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 7 days from the date of the award.
3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDDES for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).
4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.
5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDDES approval, will result in grant funds requested being denied.
6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES to reallocate and/or expend the de-obligated funds on program costs.
7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.
8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.

\_\_\_\_\_  
Initial



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Fargo Cass Public Health

9

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

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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 23, 2018**

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY READINESS INITIATIVE NO. G17.623A CFDA NO. 93.074 FOR \$85,088**

The attached revised Notice of Grant Award Amendment for \$85,088 with the North Dakota Department of Health is for the City Readiness Initiative. The City Commission approved the original contract of \$97,832 on July 2, 2018.


No budget adjustment is required for this contract as this decrease is expected to be reinstated at a future date.

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

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

DF/LA  
Enclosure



		<b>NOTICE OF GRANT AWARD AMENDMENT</b> SFN 59919 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
<b>GRANT NUMBER</b>		<b>CFDA NUMBER</b>		<b>START DATE</b>	<b>END DATE</b>
G17.623A		93.074		7/1/2018	6/30/2019
<b>FEDERAL AWARD DATE</b>		<b>FEDERAL AWARING AGENCY</b>		<b>GRANT TYPE: PROGRAM or R&amp;D</b>	
	Public Health Emergency Preparedness	Department Of Health And Human Services			
<b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>					
<b>TITLE OF PROJECT/PROGRAM</b>	PHEP/City Readiness Initiative (CRI)				
<b>GRANTEE NAME</b>	Fargo Cass Public Health (Restricted)				
<b>ADDRESS</b>	1240 - 25th Street South				
<b>CITY/STATE/ZIP</b>	Fargo, ND 58103				
<b>CONTACT NAME</b>	Desi Fleming				
<b>TELEPHONE NUMBER</b>	701-241-1380				
<b>EMAIL</b>	<a href="mailto:DFleming@FargoND.gov">DFleming@FargoND.gov</a>				
<b>Amount Awarded</b>	NDDoH Cost Share		<b>Total Costs</b>		
	-\$12,744		\$85,088		
<b>Previous Funds Awarded</b>	\$97,832		\$0		
<b>Total Funds Awarded</b>	\$85,088		\$85,088		
<b>SCOPE OF SERVICE</b>	This grant amendment reduces the previous agreement by \$12,744 due to a reduction in funding. Grantee will complete the activities identified in Attachment A. The terms and conditions incorporated reflect \$25,646 for the PHEP/City Readiness Initiative (CRI) from the Notice of Grant Award and \$59,442 from the redirection of funds from the Department of Health and Human Service to the PHEP/City Readiness Initiative.				
<b>REPORTING REQUIREMENTS</b>	All reporting requirements of the original agreement remain the same.				
<b>INDIRECT RATE (check one)</b>	Subrecipient waived indirect costs		De minimis rate of 10%		Negotiated/Approved rate of %
<b>SPECIAL CONDITIONS</b>	All special conditions of the original agreement remain the same.				
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal regulations.					
<b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>			<b>EVIDENCE OF NDDoH ACCEPTANCE</b>		
DATE	SIGNATURE		DATE	SIGNATURE	
10/24/18	<i>Desi Fleming</i>				
<b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>			<b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>		
Desi Fleming, Director of Public Health			Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section		
DATE	SIGNATURE		DATE	SIGNATURE	
<b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>			<b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>		
Timothy J. Mahoney, Mayor, City of Fargo			Brenda M. Weisz, CFO		
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					



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**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: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 25, 2018**

**RE0: AGREEMENT FOR SERVICES WITH BNG TEAM FOR**  
**\$500.00**

The attached agreement for services is for breastfeeding friendly environment support for BNG Team.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the contract agreement with BNG Team.

DF/LA  
Enclosure

### CONTRACT AGREEMENT

**THIS AGREEMENT**, effective the 2<sup>nd</sup> day of October, 2018, by and between Fargo Cass Public Health ("FCPH"); and BNG Team.

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

- A. **Term of Agreement:** Project plans must be implemented by September 30, 2019 after funds are received.
- B. **Statement of Work:** Support worksites in their efforts to provide a breastfeeding friendly environment for their employees. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed \$500.00. Funds shall be disbursed upon a presentation of a signed agreement and receipt(s) of expenditure.
- C. **Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- D. **Accounts and Records:** The grant partner shall establish and maintain accurate and complete account and financial or other record in relation to the receipt and expenditure of all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

**Special Considerations:**

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

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

**FARGO CASS PUBLIC HEALTH**

**GRANT PARTNER – BNG Team**

By   
Desi Fleming  
Director of Public Health

By   
Beth Brasel  
Office Manager

Date 10/25/18

Date 10/24/2018

By \_\_\_\_\_  
Timothy J. Mahoney  
Mayor, City of Fargo

Date \_\_\_\_\_



**Public Health**  
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Fargo Cass Public Health



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

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

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: DESI FLEMING**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 31, 2018**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-11112 CFDA NO. N/A, \$50,000**

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 Revenue:**  
Substance Abuse Prev Grant      101-0000-334-10-18      \$7,050

Expenses are already funded in Salary and Benefits.

If you have questions, please contact Desi Fleming at 241-1380.

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

DF/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 25<sup>th</sup> Street South, 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 October 1, 2018, through September 30, 2019. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall:

- A. Increase implementation of effective prevention at the community-level:
  - 1) By November 30<sup>th</sup>, Vendor shall identify a community coalition or workgroup to serve as the local advisory/work group to the community's prevention work.
  - 2) Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication and leverage, redirect and realign resources.
  - 3) Vendor is required to participate in Training and Technical Assistance (T/TA) opportunities provided by State, to include quarterly in-person trainings and an annual onsite TA visit, dates will be determined by State.
  - 4) Each month, Vendor shall participate in the following capacity-building activities: meeting with stakeholders (can include a coalition meeting, or other meeting with community stakeholders/partners), disseminate at least two messages to increase community readiness (utilize resources available at the Prevention Resource and Media Center), including what prevention is and how it is effective, community coalition and ways to get involved, general data, and other as approved by State.
  - 5) By May 1, 2019, 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.
- B. Following the Strategic Prevention Framework, address State's data-driven priorities:
  - 1) Decrease underage drinking;
  - 2) Decrease adult binge drinking and related consequences; and
  - 3) Decrease opioid misuse and related consequences.
- C. By October 10, 2018, Vendor shall submit identified priorities and local conditions, following template in Attachment A.

- D. By September 30, 2019, Vendor shall submit implementation plans (following templates provided State) and implement activities, following information in Attachment B.
- E. On or before the 10<sup>th</sup> of each month, Vendor is required to submit monthly reports to the State, following the template in Attachment C.
- F. By October 15, 2019, Vendor is required to submit a final evaluation report to include the following information: detailed summary of progress made for each implemented strategy, clear analysis of process measures (total people reached, number of resources disseminated, etc.), outcome measures based on identified priority areas, identified barriers to implementation for each strategy, and possible solutions.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement and monthly report, shall pay Vendor monthly for completed deliverables. Monthly amount requested must not exceed \$5,000. Total payment under this Agreement may not exceed \$50,000. 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 a minimum liability limit of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 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. An updated, current certificate of insurance shall be provided in the event of any change to a policy.
- 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 25<sup>th</sup> Street South  
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 \_\_\_\_\_ DATE \_\_\_\_\_  
**Timothy J. Mahoney**  
Its **Mayor, City of Fargo**

45-6002069  
Vendor's Federal Taxpayer Identification Number

By Desi Fleming 10/31/18  
**Desi Fleming**  
Its **Director of Public Health**

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_ DATE \_\_\_\_\_  
PAMELA SAGNESS, DIRECTOR  
BEHAVIORAL HEALTH DIVISION

By \_\_\_\_\_ DATE \_\_\_\_\_  
KYLE J. NELSON  
CONTRACT OFFICER  
Approved for form and content



12

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

October 31, 2018

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

RE: Lease contract approval for (1) Crawler Dozer (RFP18123)

Commissioners:

On April 23rd, 2018, the Commission granted a request to purchase one (1) Crawler Dozer. An optional 5-year lease quote was requested as an additional finance tool. Both Kinetic Leasing and CapFirst Equipment Finance provided a financing quote.

The review committee, consisting of Terry Ludlum, Allan Erickson and Tanner Smedshammer, is recommending an award to CapFirst Equipment Finance for \$73,585.00 per year for 5 years. A copy of lease contract #40001568 is attached for review and consideration. The complete contracts are available at the commission office for viewing. Funding for this project is included in the 2018 Solid Waste Operational Budget.

SUGGESTED MOTION:

Approve (RFP18123) a 5-year municipal lease to CapFirst Equipment Finance for the amount of \$73,585.00 per year.

Respectfully Submitted,

Tanner Smedshammer signature

Tanner Smedshammer Fleet Management Specialist





EXHIBIT A  
EQUIPMENT

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

Date of Lease: November 1, 2018  
Lease #: 40001568

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

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

QTY.	SERIAL NO.	DESCRIPTION
1	91464	2018 Komatsu D65PXI-18 Crawler Tractor

Description of Financed Amount:

Cost of above Equipment	\$465,000.00
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ N/A
Less: Trade - In, if applicable	\$60,000.00
Net Financed Amount:	\$405,000.00

## EXHIBIT B

## SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: November 1, 2018  
 Lease #: 40001568

**RENTAL PAYMENTS**

<b>Rental Payment Date</b>	<b>Rental Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Option Price*</b>
11/1/2018	\$73,585.00	\$0.00	\$73,585.00	\$346,844.00
11/1/2019	\$73,585.00	\$15,188.51	\$58,396.49	\$283,665.00
11/1/2020	\$73,585.00	\$12,512.24	\$61,072.76	\$218,590.00
11/1/2021	\$73,585.00	\$9,713.32	\$63,871.68	\$151,562.00
11/1/2022	\$73,585.00	\$6,786.13	\$66,798.87	\$82,524.00
11/1/2023	\$85,000.00	\$3,724.80	\$81,275.20	\$0.00

\*After payment of Rental Payment due on such date.

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November 6, 2018

Board of City Commissioners  
City Hall - 225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Commissioners:

The City of Fargo Transit Department respectfully requests approval to award the purchase of 10 shelters from Brasco International, and authorize the Transit Department to enter into and execute a contract.

Two proposals were received with both as responsive from the following vendors: Duo-Gard and Brasco.

Brasco was unanimously recommended as having the best proposal following the averaging of evaluation points from the three-person team reviewing proposals. The Evaluation Team consisted of the Transit Director, Assistant Transit Director and Transit Planner.

	<u>Average Points</u>	<u>Rank</u>	<u>5-Year Price Proposal</u>
Brasco	99.67	1	\$7,675.00 each
Duo-Gard	85.00	2	\$11,550.00 each

The requested motion is to approve awarding the contract to Brasco International from the RFP issued September 12, 2018, and authorize the Transit Department to enter into and execute a contract following the Legal Department's review.

Sincerely,



Matthew G. Peterson  
Assistant Transit Director  
City of Fargo

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Project No. FM-15-F2

Type: Time Extension (CO #3)

Location: River Dr, Hackberry Dr & Harwood Dr

Date of Hearing: 10/29/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/5/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension for Industrial Builders due to wet conditions. Houston Engineering has reviewed the request and is recommending approval of 12-days to be added to the Substantial Completion date due to the inability to haul material. Final Completion date will remain unaffected.

Staff is recommending approval of a 12-day time extension.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #3) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #3).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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

COMMITTEE

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

Present	Yes	No	Unanimous
			<u>✓</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

FOR BRENDA  
 DERRIG

## Memorandum

**To:** PWPEC  
**From:** Rob Hasey, Civil Engineer I, Storm Sewer Utility  
**C:** Jody Bertrand, Division Engineer  
**Date:** 10/29/2018  
**Re:** Project #FM-15-F2 – Change Order #3 Time Extension Request

**Background:**

Project #FM-15-F2 is Phase 2 of the River Drive, Hackberry Drive and Harwood Drive flood protection project that removes 5 residential structures and constructs earthen levees that tie into the levees that were previously constructed on Phase 1.

Industrial Builders is requesting additional time to complete the project due to wet conditions experienced throughout the duration of the project.

Industrial Builders has submitted a time extension request that has been reviewed by Houston Engineering, the City's Consultant managing inspection and construction of the project. Houston is recommending approval of adding 12 days to the contract due to the Contractor's inability to haul material into the project from their borrow pit and also for the inability to dry the material prior to placement.

The substantial completion date is October 19, 2018. The modified substantial completion date is proposed to be November 2, 2018. The final completion date of June 1, 2019 remains unaffected.

**Recommended Motion:**

Approve Change Order #3 as shown:

Original Completion Dates	Revised Previously	Revised This Memo
<b>Substantial – October 19, 2018</b> <b>Final – June 1, 2019</b>	- -	<b>Substantial – November 2, 2018</b> -

# MEMO



## FM-15-F2 – Harwood, Hackberry, River Drive Levees, Phase 2

**To:** Rob Hasey – City of Fargo

**From:** Bjorn Berg

**Date:** October 17, 2018

**Subject:** Time Extension – FM-15-F2

This memo serves as our recommendation for a Contract Time Extension for Project FM-15-F2 Harwood, Hackberry, River Drive Levees, Phase 2. We recommend that Section 2 of the Special Instructions for Bidders “Completion” be modified as shown below. We have attached a copy of the request submitted by Industrial Builders, Inc.

We believe the contractor is entitled to 12 additional working days for the substantial completion date due to weather related delays during the months of August, September, and October thus far. There would be no adjustment to the final completion date with this time extension. Additional documentation on these delay calculations are included on the attached.

Work days were measured and will be added based on an assumed 6-day work week (excluding holidays).

In summary, based on these facts, we recommend that the final completion dates be adjusted as shown below.

### 2. COMPLETION

**Substantial Completion Date: ~~October 19, 2018~~ ► Revise to November 2, 2018.**

Substantial Completion shall consist of all work included in the contract.

H:\Page\RES\0609014\_059\_073\has-2\Contract\by Request\ChangeOrder\TimeExtension\Report\No.4-Wall of Fargo\Memo-Rob Hasey-River Drive Time Extension Report-0609073-08-AFT.docx

City of Fargo No. FM-15-F2 - Harwood, Hackberry, River Drive Levees, Phase 2  
 Contractor: Industrial Builders, Inc.  
 Engineer - Houston Engineering, Inc. (6059-072) - Period 8/1/2018 through 10/13/2018



Time Period	Typical Anticipated Work Days Lost <sup>(1)</sup>	2018 Work Days Lost	Additional Justified Days	Precip Data <sup>(2)</sup>	Comments
January	20				
February	15				
March	9				
April	3				
April	2				
May	4				
June	5				
July	4				
August	3	5	2	8/26 (1.63"), 8/27- (0.28")	8/27-31 (M-F) = 5 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit.
September	3	6	3	9/20 (1.71"), 9/24-27 (0.15")	9/20-21 (Th-F) + 9/24-27 (M-Th) = 6 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit.
October	3	10	7	10/2-5 (0.45") 10/7-10-11 (1.52")	10/3-6 (W-S) = 4 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit. 10/8-13 (M-S) = 6 days. Colder than average temperatures do not allow the site to dry after storms.
November	2				
November	5				
December	17				
<b>TOTALS</b>		<b>21</b>	<b>12</b>		

<sup>(1)</sup> Table 1803-2 from MNDOT Standard Specifications (2018)

<sup>(2)</sup> <http://ndawn.ndsu.nodak.edu/weather-data-daily.html>



*Industrial Builders, Inc.*

PAUL W. DIEDERICH, PRESIDENT  
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

*General Contractors*

PHONE 701/282-4977 FAX 701/281-1409  
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

10/16/18

FM-15-F2

Robert Hasey  
City of Fargo  
225 4<sup>th</sup> St N  
Fargo, ND 58102

Rob:

Industrial Builders, Inc is requesting the following days be counted as rain days where clay couldn't be hauled on site. That is the only critical path item left to finish.

- 8/26/18 to 8/31/18 – 1.91” precipitation
- 9/20/18 to 9/21/18 – 1.71” precipitation
- 9/24/18 to 9/27/18 – 0.15” precipitation wet conditions from previous week
- 10/2/18 to 10/5/18 – 0.45” precipitation
- 10/6/18 to 10/13/18 - 2.5” precipitation

In total we have lost 24 hauling days due to weather. With the current lack of drying days it is anticipated that we will have another request to follow this one.

Sincerely,  
Industrial Builders, Inc.

*Erik Diederich*

Erik Diederich  
Director of Business Development

Cc: Bjorn Berg – Houston Engineering





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Project No	FM-15-F2	Change Order No	3
Project Name	Flood Risk Management	For	Industrial Builders Inc
Date Entered	10/23/2018		

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 (\$)
<b>Summary</b>										
Source Of Funding										
Net Amount Change Order # 3 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/01/2018	10/01/2018	14.00	243.00	11/02/2018	06/01/2019

Description

APPROVED *Erik Dudervick*  
 For Contractor *Erik Dudervick*  
 Title *Director of Business Development*

APPROVED DATE

Department Head *[Signature]*  
 Mayor *[Signature]* 10/31/18



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

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No. BP-00-43

Type: Change Order #1

Location: City Hall (200 3<sup>rd</sup> St N)

Date of Hearing: 10/31/2018

Routing	Date
City Commission	11/5/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Change Order #1 in the amount of \$71,861 for necessary asbestos abatement that was not identified in the previous survey conducted by Terracon.

Staff is recommending approval of Change Order #1 in the amount of \$71,861, bringing the total contract amount to \$146,096.

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

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$71,861 to VCI.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Building Fund

Developer meets City policy for payment of delinquent specials Agreement for payment of specials required of developer 50% escrow deposit required

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

 FOR BRENDA DERRIG  
Brenda E. Derrig, P.E.  
City Engineer

C: Kristi Olson

## Memorandum

**To:** PWPEC  
**From:** Rob Hasey, Civil Engineer I, Storm Sewer Utility  
**Date:** 10/29/2018  
**Re:** Project #BP-00-43 – Change Order #1

**Background:**

Project BP-00-43 is for abating asbestos in the old City Hall prior to demolition.

Terracon was hired by the City in September 2017 to survey City Hall for asbestos containing materials that need to be abated prior to demolition. The report that Terracon generated was used as a bidding document for asbestos abatement contractors to quote their removal lump sum cost.

In September of 2018 the City solicited quotes from 15 asbestos abatement contractors. VCI and Horsley Specialties were the only two contractors to submit quotes. VCI was ultimately hired by the City.

VCI was preparing rooms identified on the survey to remove a 9x9 asbestos containing black floor tile. The 9x9 floor tile is located under several other layers of tile and carpeting. A VCI employee discovered 9x9 black floor tile in a room that was not identified on the survey. Searching throughout first floor it was discovered that an additional 10,700 SF of 9x9 floor tile was not accounted for in the survey. A few rooms were found to have had the black floor tile previously removed on a remodel project. VCI provided a unit price of \$4.00/SF to dispose of the black floor tile discovered in rooms not on the survey. This equates to \$42,800 additional cost to the project.

Additional 400 SF of black mastic under yellow floor tile that was not on the survey was found and needs to be abated. A unit price of \$3.50/SF equates to \$1,400 additional cost to the project.

VCI found asbestos in duct pipes associated with the wall univent system supplying the 1<sup>st</sup> and 2<sup>nd</sup> floors. VCI will need to abate around the support columns around the building to remove these. 110 ducts need to be abated at a cost of \$200/duct. This equates to \$22,000 additional cost to the project.

VCI also performed destructive testing and found additional lineal footages of pipe insulation in walls that fed plumbing fixtures and the radiators. 306 lf of insulation at a cost of \$18.50/LF equates to \$5,661 in additional cost.

**Recommended Motion:**

Approve Change Order #1 as shown:

Original Contract Amount	Change Order #1	New Contract Amount
\$74,235	\$71,861	\$146,096

*Street Lighting  
Sidewalks*

*Design & Construction  
Traffic Engineering*

*Truck Regulatory  
Flood Plain Mgmt.*

*Mapping & GIS  
Utility Locations*

Environmental Contracting Services Since 1987

DATE: October 29, 2018

PROPOSAL SUBMITTED TO:	City of Fargo	PROPOSAL #:	38895
ADDRESS:	200 3rd St N	WORK DESCRIPTION:	Change Order #1
CITY, STATE, ZIP:	Fargo, ND 58102	SITE LOCATION:	Former City Hall Building
ATTENTION:	Robert Hasey	ADDRESS:	200 3rd St N
FAX NO:		CITY, STATE, ZIP:	Fargo, ND 58102
E-MAIL ADDRESS:		PHONE NO:	701-241-1545

VCI Environmental, Inc. proposes the following scope of work:

**Scope of Work** Change order #1 for discovery of additional asbestos flooring, univent ducts and pipe insulation.

1. Asbestos 9x9 Floor Tile	\$4.00 X 10,700sqft	\$42,800.00
2. Asbestos Black Mastic	\$3.50 X 400sqft	\$1,400.00
3. Univent Asbestos Ducts	\$200.00 X 110 units	\$22,000.00
4. Asbestos Pipes	\$18.50 X 306lft	\$5,661.00

Note:  
Extend Completion Date

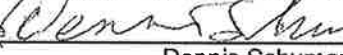
We propose to furnish material and labor - complete in accordance with above Scope of Work, for the sum of:

**Seventy One Thousand Eight Hundred Sixty One** dollars **\$71,861.00**

Terms of Payment: Net 30 days

Payment(s) to be made as follows:

In the event payment are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by VCI Environmental, Inc. All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply VCI Environmental, Inc. with 110 volt power and potable water to complete the cleaning process.

Authorized Signature  Note: This proposal may be withdrawn by us if not accepted within 60 days  
Dennis Schumann

**Acceptance of Proposal:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2019 Capital Improvement Projects

Location: Citywide

Date of Hearing: 10/29/2018

<u>Routing</u>	<u>Date</u>
City Commission	11/5/2018
PWPEC File	X
Project Files	Tom Knakmuhs

The Committee reviewed a report of projects to be included in the 2019 CIP. Staff is asking the Committee to review and consider approval of the 2019 Capital Improvement Plan.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the 2019 Capital Improvement Plan.

RECOMMENDED MOTION

Receive and file.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

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

COMMITTEE

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 City Engineer

FOR BRENDA  
 DERRIG

2019

# Capital Improvement Plan



City of Fargo Engineering Department

October 29, 2018

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## 2019 Capital Improvement Plan Summary

### Overview

Each year the City of Fargo Engineering Department is responsible for creating and managing a capital improvement plan for the initial construction, preservation, and reconstruction of the city's infrastructure. Below is a summary of the 2019 Capital Improvement Plan.

### Proposed Projects

Project	Preliminary Estimated Costs				Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments	City Funds
Federal Aid Projects	\$21,564,414	\$3,290,000	\$2,846,671	\$27,701,085	\$16,380,510	\$0	\$9,455,575	\$1,865,000
Water Main and Street Recon Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arterial Roadway Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flood Control Projects	\$7,900,000	\$991,000	\$2,139,000	\$11,030,000	\$3,850,000	\$7,180,000	\$0	\$0
Pavement Preservation Projects	\$9,675,000	\$0	\$2,457,323	\$12,132,323	\$0	\$0	\$3,833,439	\$8,298,884
Storm Sewer Utility Projects	\$1,630,000	\$30,000	\$472,700	\$2,132,700	\$0	\$0	\$615,975	\$1,516,725
Traffic and Streetlight Projects	\$4,100,000	\$100,000	\$1,269,000	\$5,469,000	\$0	\$0	\$3,210,050	\$2,258,950
New Development Projects	\$6,000,000	\$0	\$2,040,000	\$8,040,000	\$0	\$0	\$8,040,000	\$0
Alley Paving Projects	\$100,000	\$0	\$29,000	\$129,000	\$0	\$0	\$129,000	\$0
Sidewalk Projects	\$850,000	\$0	\$246,500	\$1,096,500	\$0	\$0	\$483,750	\$612,750
Miscellaneous Projects	\$3,460,000	\$0	\$773,000	\$4,233,000	\$100,000	\$0	\$774,000	\$3,359,000
<b>Total 2019 CIP =</b>	<b>\$55,279,414</b>	<b>\$4,411,000</b>	<b>\$12,273,195</b>	<b>\$71,963,609</b>	<b>\$20,330,510</b>	<b>\$7,180,000</b>	<b>\$26,541,790</b>	<b>\$17,911,309</b>

## Federal Aid Projects

### Overview

Federal Aid Projects are for major improvements that typically include coordination with other local entities, such as the North Dakota Department of Transportation, West Fargo, Cass County, and the City of Moorhead. The Federal Aid we receive is programmed through Metro COG and is programmed out for four years. There are different types of federal aid and they are as follows: Interstate Maintenance funds (for use on I-29 and I-94 mainline and service and system interchanges), Regional Highway Funds (for use on US 81 & US 10, which are 52<sup>nd</sup> Ave S, University Drive, 10<sup>th</sup> Street, 19<sup>th</sup> Ave N, and Main Ave), Urban Roads Funds (which can be spent on any road classified as an arterial or collector), and Transportation Alternatives Program (which are funds set aside for shared use paths and pedestrian bridges).

### Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Main Ave from Univ. Dr to Red River Bridge	\$7,000,000	\$550,000	\$1,890,000	\$9,440,000	\$4,950,000	\$2,625,000	\$1,865,000
52 Ave S from 63 St S to 45 St S	\$14,564,414	\$2,740,000	\$956,671	\$18,261,085	\$11,430,510	\$6,830,575	\$0
<b>Total Federal Aid Projects =</b>	<b>\$21,564,414</b>	<b>\$3,290,000</b>	<b>\$2,846,671</b>	<b>\$27,701,085</b>	<b>\$16,380,510</b>	<b>\$9,455,575</b>	<b>\$1,865,000</b>

## Water Main Replacement/Street Reconstruction Projects

### Overview

On May 21, 2018 the City Commission approved the reinstatement of the 2013 Infrastructure Funding Policy originally approved by the City Commission on December 9, 2013. On July 2, 2018 the Engineering Department presented the financial impact of the Infrastructure Funding Policy change to the City Commission. In an effort to offset a large portion of the increased cost share to the City, the City Commission voted to eliminate all water main replacement/street reconstruction projects contemplated for 2019.

### Proposed Projects

No proposed Water Main Replacement/Street Reconstruction Projects for the 2019 Capital Improvement Plan.

## Arterial Roadway Projects

### Overview

Arterial Roadway Projects are typically on arterial roadway corridors and are necessary to address poor pavement condition and traffic congestion caused by high traffic volumes.

### Proposed Projects

No proposed Arterial Roadway Projects for the 2019 Capital Improvement Plan.

## Flood Control Projects

### Overview

Flood Control Projects are for the continued implementation of the Revised Flood Control Comprehensive Plan and include flood control projects east of I-94 along the Legal Drain systems and along the Red River of the North. The proposed flood control projects also include the acquisition of properties that will need to be moved or demolished for the construction of flood control projects.

Fifty percent (50%) of Flood Control Projects eligible costs are reimbursable from the North Dakota State Water Commission per the cost-share policy.

### Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments
Drain #27 Lift Stations #55 & #56	\$3,800,000	\$526,000	\$1,026,000	\$5,352,000	\$1,800,000	\$3,552,000	\$0
Demolition - Flood Buyout	\$300,000	\$0	\$87,000	\$387,000	\$150,000	\$237,000	\$0
Oakcreek & Copperfield Court Levee	\$1,300,000	\$205,000	\$351,000	\$1,856,000	\$650,000	\$1,206,000	\$0
Belmont Park Floodwall/Levee - Phase 2	\$2,500,000	\$260,000	\$675,000	\$3,435,000	\$1,250,000	\$2,185,000	\$0
<b>Total Flood Control Projects =</b>	<b>\$7,900,000</b>	<b>\$991,000</b>	<b>\$2,139,000</b>	<b>\$11,030,000</b>	<b>\$3,850,000</b>	<b>\$7,180,000</b>	<b>\$0</b>

## Pavement Preservation Projects

### Overview

Pavement Preservation Projects are arguably the most important projects in our annual capital improvement plan. Pavement preservation is a proactive approach that implements a series of low-cost, preventative maintenance treatments that are aimed at preserving the investment of our roadway network, extending the pavement life, and meeting our citizens' needs. No pavement will last forever, but with timely applications of these projects we can extend the pavement life resulting in cost savings.

	Surface Type	Total Network	Arterial (24.6%)	Collector (13.0%)	Local (56.7%)	Alley (5.7%)
Length (Centerline Miles)	All Streets	511.65	126.02	66.40	290.00	29.24
	Asphalt (59.7%)	305.30	23.3	40.62	231.08	10.30
	Brick (0.01%)	0.06	-	-	-	0.06
	Composite (4.2%)	21.52	9.46	2.10	9.76	0.20
	Gravel (2.6%)	13.40	0.58	-	0.68	12.14
	Concrete (33.5%)	171.37	92.68	23.68	48.48	6.53

	Surface Type	Total Network	Arterial (31.0%)	Collector (14.2%)	Local (50.9%)	Alley (3.9%)
Area (Square Yards)	All Streets	9,847,595	3,057,189	1,397,108	5,008,825	384,474
	Asphalt (54.2%)	5,333,987	485,317	793,546	3,898,807	156,316
	Brick (0.01%)	547	-	-	-	547
	Composite (4.5%)	445,945	225,510	49,317	168,192	2,926
	Gravel (1.6%)	158,320	8,127	-	6,438	143,755
	Concrete (39.7%)	3,908,797	2,338,236	554,244	935,387	80,929

	Surface Type	Total Network	Arterial	Collector	Local	Alley
Pavement Condition Index (Centerline Miles)	All Streets	81.88	88.38	83.24	79.58	67.96
	Asphalt	79.62	75.19	79.73	81.18	54.16
	Composite	60.63	68.36	42.20	57.60	37.02
	Concrete	88.60	93.74	92.89	76.38	90.67

	Surface Type	Total Network	Arterial	Collector	Local	Alley
Pavement Condition Index (Square Yards)	All Streets	82.98	89.39	83.65	79.74	65.06
	Asphalt	79.73	75.52	79.72	81.33	52.75
	Composite	61.45	67.54	44.74	58.62	36.23
	Concrete	89.87	94.38	92.74	76.87	89.88

**Proposed Projects**

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Repair and Rehabilitation Projects	\$3,825,000	\$879,751	\$4,704,750	\$0	\$4,704,750
Seal Coat Projects	\$1,250,000	\$301,574	\$1,551,573	\$171,439	\$1,380,134
Wear Course Projects	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Mill and Overlay Projects	\$3,600,000	\$936,000	\$4,536,000	\$2,322,000	\$2,214,000
<b>Total Pavement Preservation Projects =</b>	<b>\$9,675,000</b>	<b>\$2,457,323</b>	<b>\$12,132,323</b>	<b>\$3,833,439</b>	<b>\$8,298,884</b>

## Pavement Preservation: Repair and Rehabilitation Projects

### Overview

Repair projects include asphalt crack seal and concrete spot repairs. The annual crack seal project is located in the same areas as the seal coat project and aids in preserving and extending the life of the asphalt roadway. The citywide concrete spot repair project repairs relatively small concrete issues that arise throughout the city each year. The concrete rehabilitation project is performed on a roadway corridor and is utilized to extend the overall pavement life of that project corridor.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Asphalt Crack Seal - Various Locations City Wide	\$75,000	\$17,250	\$92,250	\$0	\$92,250
Concrete Spot Repairs City Wide	\$750,000	\$172,500	\$922,500	\$0	\$922,500
Concrete Rehabilitation (42 St S – 19 Ave S to 32 Ave S)	\$1,500,000	\$345,000	\$1,845,000	\$0	\$1,845,000
Concrete Rehabilitation (40 Ave S – 51 St S to 32 St S)	\$1,500,000	\$345,000	\$1,845,000	\$0	\$1,845,000
<b>Total Repair Projects =</b>	<b>\$3,825,000</b>	<b>\$879,751</b>	<b>\$4,704,750</b>	<b>\$0</b>	<b>\$4,704,750</b>



## Pavement Preservation: Seal Coat Projects

### Overview

Seal Coat Projects take place throughout the city and are a way to extend the life of asphalt pavement. As the name implies, they are utilized to seal the pavement to keep water from penetrating the road structure. They also prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and the sun. Many state DOTs have studied the benefits of seal coats and have found that seal coats are most effective when placed within one or two years after the surface layer (asphalt wear course) is placed. After two years, the pavement has already been damaged from the effects of the sun and will no longer benefit from a seal coat. Studies also recommend a seal coat be reapplied approximately every eight years.

Based on that research, seal coats are installed on new wear course projects two years after installation and are funded 100% by special assessments. Seal coats are installed on mill and overlay projects two years after installation and are funded 100% by city funds. Subsequent seal coats are installed every eight years and are also funded 100% by city funds.

Seal coat projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,177,670 SY of asphalt pavement in the City of Fargo. This year our seal coat project includes 63,970 SY of seal coating on projects that received a wear course in 2017 and will be funded by special assessments. Our project will also include 540,710 SY of seal coating on projects that received a mill and overlay in 2017 or a seal coat approximately eight years ago. The total amount of asphalt pavement to receive a seal coat in 2019 is 604,680 SY or about 11.7% of our asphalt roadway network.

### Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1C	\$73,500	\$16,905	\$90,405	\$0	\$90,405
Section 2C	\$27,860	\$6,408	\$34,268	\$0	\$34,268
Section 3C	\$30,600	\$7,038	\$37,638	\$0	\$37,638
Section 4C	\$158,600	\$36,478	\$195,078	\$0	\$195,078
Section 5C	\$91,900	\$21,137	\$113,037	\$0	\$113,037
Section 6C	\$505,760	\$116,325	\$622,085	\$0	\$622,085
Section 7C	\$55,600	\$12,788	\$68,388	\$0	\$68,388
Section 8C	\$56,240	\$12,935	\$69,175	\$0	\$69,175
Section 9C	\$122,000	\$28,060	\$150,060	\$0	\$150,060
Section 10A	\$60,740	\$20,652	\$81,392	\$81,392	\$0
Section 11A	\$16,100	\$5,474	\$21,574	\$21,574	\$0
Section 12A	\$51,100	\$17,374	\$68,474	\$68,474	\$0
<b>Total Seal Coat Projects =</b>	<b>\$1,250,000</b>	<b>\$301,573</b>	<b>\$1,551,573</b>	<b>\$171,439</b>	<b>\$1,380,134</b>

## Pavement Preservation: Wear Course Projects

### Overview

Wear Course Projects place the final surface layer of asphalt in new developments. These projects take place anywhere from just a couple of years up to 15 years after the initial construction of a new development and include drainage correction and installation of the final surface of asphalt. Wear course projects don't typically take place until approximately 90% of the lots in a new development have been built on. This allows private contractors time to construct buildings without fear of damaging the final surface of asphalt. It also allows for settlement to occur, which we correct during the wear course project.

### Proposed Projects

Locations for the wear course project will be evaluated in the early part of 2019. This will allow us to make the best determination of the appropriate locations based on the percentage of build out in new developments. Based on previous capital improvement projects, we anticipate the project to be approximately \$1 million.

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Locations to be determined	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0

## Pavement Preservation: Mill and Overlay Projects

### Overview

Mill and Overlay Projects extend the life of the pavement and improve the ride quality. As part of these projects we also correct drainage issues and replace sidewalk curb ramps that do not meet Federal ADA requirements.

The anticipated frequency of asphalt mill and overlay projects can vary greatly depending on a number of factors, such as pavement subgrade and drainage, traffic volumes, weight of vehicle traffic, and initial quality of asphalt pavement, but is typically once every 25 years. Mill and overlay projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,177,670 SY of asphalt pavement in the City of Fargo. This year our proposed mill and overlay projects include 177,200 SY of asphalt paving or about 3.4% of our network. Based on a 25 year cycle, our goal should be to mill and overlay approximately 4% of our asphalt roadway network each year.

### Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1	\$1,516,000	\$394,160	\$1,910,160	\$977,820	\$932,340
Section 2	\$604,000	\$157,040	\$761,040	\$389,580	\$371,460
Section 3	\$52,000	\$13,520	\$65,520	\$33,540	\$31,980
Section 4	\$235,000	\$61,100	\$296,100	\$151,575	\$144,525
Section 5	\$800,000	\$208,000	\$1,008,000	\$516,000	\$492,000
Section 6	\$393,000	\$102,180	\$495,180	\$253,485	\$34,440
<b>Total Mill &amp; Overlay Projects =</b>	<b>\$3,600,000</b>	<b>\$936,000</b>	<b>\$4,536,000</b>	<b>\$2,322,000</b>	<b>\$2,214,000</b>

## Storm Sewer Utility Projects

### Overview

Storm Sewer Utility Projects are for the ongoing maintenance and improvement of the City's storm sewer system which includes 81 storm water lift stations and associated piping, ponds, and drain systems.

### Proposed Projects

Project	Preliminary Estimated Costs			Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Storm Sewer/Outfall Repairs - Various	\$400,000	\$0	\$116,000	\$516,000	\$258,000	\$258,000
Great Northern Dr - 17 St N to Drain	\$675,000	\$30,000	\$195,750	\$900,750	\$0	\$900,750
Lift Station Repairs - LS #8, #10, #12, #49	\$555,000	\$0	\$160,950	\$715,950	\$357,975	\$357,975
<b>Total Storm Sewer Utility Projects =</b>	<b>\$1,630,000</b>	<b>\$30,000</b>	<b>\$472,700</b>	<b>\$2,132,700</b>	<b>\$615,975</b>	<b>\$1,516,725</b>

## Traffic and Streetlight Projects

### Overview

Traffic and Streetlight Projects improve the safety and efficiency of traffic operations by providing for the maintenance, initial construction, and improvements of street lights, traffic signals, communication cable, intelligent transportation systems, and pavement markings.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Street Light Rehab Citywide	\$250,000	\$0	\$72,500	\$322,500	\$0	\$322,500
New Street Lighting - Area bound by Broadway, 32 Ave N, Elm St, 25 Ave N	\$750,000	\$0	\$255,000	\$1,005,000	\$1,005,000	\$0
New Street Lighting - Area bound by Broadway, 25 Ave N, Elm St, 19 Ave N	\$750,000	\$0	\$255,000	\$1,005,000	\$1,005,000	\$0
New Street Lighting - Area bound by 9 St N, 17 Ave N, Broadway, 15 Ave N	\$100,000	\$0	\$34,000	\$134,000	\$134,000	\$0
Traffic Signal Maintenance - LED Replacement	\$150,000	\$0	\$43,500	\$193,500	\$0	\$193,500
New Traffic Signal - University Dr N and 17 Ave N	\$350,000	\$0	\$101,500	\$451,500	\$316,050	\$135,450
Pavement Marking - 2 Ave N from 10 St to 4 St	\$150,000	\$0	\$43,500	\$193,500	\$0	\$193,500
Pavement Marking Replacement	\$400,000	\$0	\$116,000	\$516,000	\$0	\$516,000
Quiet Zone - 7 Ave N and 16 St N	\$1,200,000	\$100,000	\$348,000	\$1,648,000	\$750,000	\$898,000
<b>Total Traffic and Streetlight Projects =</b>	<b>\$4,100,000</b>	<b>\$100,000</b>	<b>\$1,269,000</b>	<b>\$5,469,000</b>	<b>\$3,210,050</b>	<b>\$2,258,950</b>

## New Development Projects

### Overview

New Development Projects can vary greatly from year to year as they are driven by developer request. For 2019, we have either received, or are likely to receive, the following requests.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Laverne's Addition -- Paving	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
23 Ave S from 42 St S to 38 St S - Paving	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Grayland Addition Phase 2	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Golden Valley Phase 2	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Eagle Valley Phase 3	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
New Development - TBD	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
<b>New Development Projects Total =</b>	<b>\$6,000,000</b>	<b>\$2,040,000</b>	<b>\$8,040,000</b>	<b>\$8,040,000</b>	<b>\$0</b>

## Alley Paving Projects

### Overview

Alley Paving Projects must be petitioned by at least 55 percent of the benefitting property owners to be included in the annual capital improvement plan. Typically this is done by a property owner going door-to-door with a petition to get at least 55 percent of the benefitting property owner’s signatures. The petition is then submitted to the Engineering Department where we verify signatures and request approval by the Public Work Project Evaluation Committee (PWPEC) to start design. All alley paving projects are 100% special assessed.

Alley Surface Type	Area (Square Yards)	Percentage by Area	Length (Centerline Miles)	Percentage by Length
All Surface Types	384,474	100.00%	29.24	100.00%
Asphalt	156,316	40.66%	10.30	35.22%
Brick	547	0.14%	0.06	0.21%
Composite	2,926	0.76%	0.20	0.69%
Gravel	143,755	37.39%	12.14	41.53%
Concrete	80,929	21.05%	6.53	22.34%

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Alley - TBD	\$100,000	\$29,000	\$129,000	\$129,000	\$0

## Sidewalk Projects

### Overview

Sidewalk Projects are included annually in the capital improvement plan to address areas of town where sidewalks have not yet been installed by the property owner and areas of town where tripping hazards or nonconforming conditions exist. In either type of projects, the locations of improvements are typically populated by citizen complaint. Upon notice from the city, property owners have the option to correct deficiencies by hiring a licensed sidewalk contractor on their own or they can elect to have the work included in one of the city's annual sidewalk projects.

### Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Sidewalks: 2019 New Sidewalks (including APPR)	\$300,000	\$87,000	\$387,000	\$193,500	\$193,500
Sidewalks: 2019 Reconstruct Sidewalks (including APPR)	\$450,000	\$130,500	\$580,500	\$290,250	\$290,250
Broadway – Handicap Parking/ADA Improvements	\$100,000	\$29,000	\$129,000	\$290,250	\$129,000
<b>Total Sidewalk Projects =</b>	<b>\$850,000</b>	<b>\$246,500</b>	<b>\$1,096,500</b>	<b>\$483,750</b>	<b>\$612,750</b>



## Miscellaneous Projects

### Overview

Miscellaneous Projects vary from year to year, but this year they include tree planting, water service lowering, sanitary sewer/manhole rehabilitation, new water main installation, public relations/communications, and bridge maintenance.

The tree planting project is for plantings along arterial roadways and is funded utilizing city funds.

The water service lowering project is an annual project to lower water services throughout the city that are known to be susceptible to freezing. Currently these property owners need to run water continuously during winter in order to reduce the risk of a frozen water service. This project will reduce the risk of freezing water services and eliminates the need to continuously run water.

The sanitary sewer lining/manhole rehabilitation project is to repair sanitary sewer mains and manholes that have been discovered by Public Work's televising program. This project will use "no dig" repairs as much as feasible and is necessary to prevent what will otherwise become very costly repairs in the near future.

The water main project on 19<sup>th</sup> Ave N is necessary to provide looping and adequate fire flows for the continued development along the 19<sup>th</sup> Ave N corridor.

The public relations/communications project is to aid in the communication of capital improvement projects. This project is critical to the successful construction of our projects as it allows us to effectively communicate with the public by giving updates of progress, road closures, and other items that aid in a positive public perception of roadway projects.

The bridge maintenance projects are in collaboration with other local entities and the City of Fargo will cost share in the projects utilizing city funds.

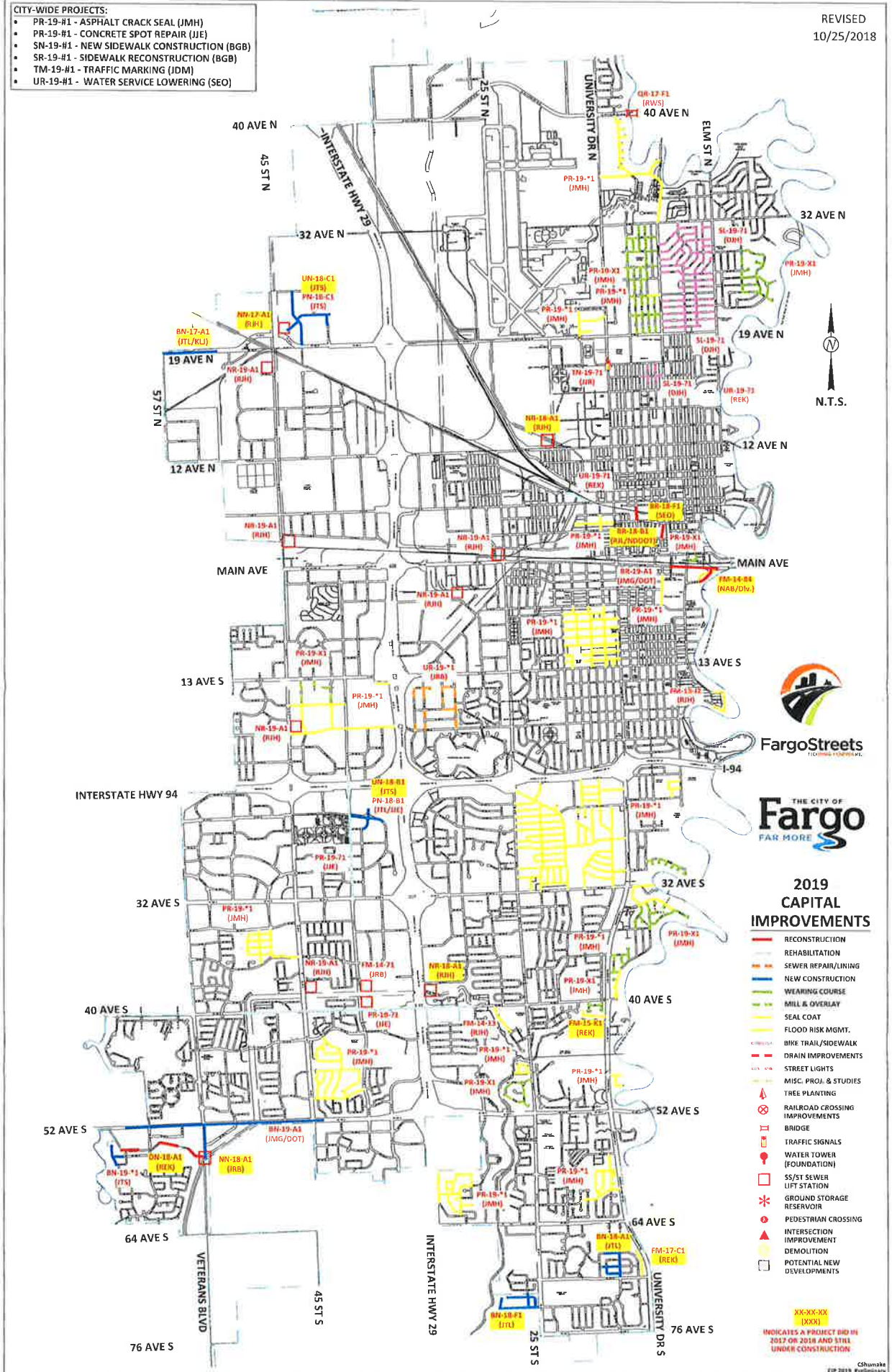
The miscellaneous repairs project is a place holder for emergency repairs that unfortunately arise each year.

### Proposed Projects

Project	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Tree Planting	\$150,000	\$0	\$34,500	\$184,500	\$0	\$0	\$184,500
Water Service Lowering	\$350,000	\$0	\$80,500	\$430,500	\$0	\$0	\$430,500
Sanitary Sewer Lining/Manhole Rehab	\$1,600,000	\$0	\$368,000	\$1,968,000	\$0	\$0	\$1,968,000
19 Ave N Water Main Loop	\$1,000,000	\$0	\$290,000	\$1,290,000	\$0	\$774,000	\$516,000
Public Information Coordinator Services	\$60,000	\$0	\$0	\$60,000	\$0	\$0	\$60,000
Bridge Maintenance - 40th Ave N (Clay Co to lead, COF to cost share)	\$200,000	\$0	\$0	\$200,000	\$100,000	\$0	\$100,000
Misc Repairs	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$100,000
<b>Miscellaneous Projects =</b>	<b>\$3,460,000</b>	<b>\$0</b>	<b>\$773,000</b>	<b>\$4,233,000</b>	<b>\$100,000</b>	<b>\$774,000</b>	<b>\$3,359,000</b>

2019 Capital Improvement Map

- CITY-WIDE PROJECTS:**
- PR-19-#1 - ASPHALT CRACK SEAL (JMH)
  - PR-19-#1 - CONCRETE SPOT REPAIR (JJE)
  - SN-19-#1 - NEW SIDEWALK CONSTRUCTION (BGB)
  - SR-19-#1 - SIDEWALK RECONSTRUCTION (BGB)
  - TM-19-#1 - TRAFFIC MARKING (JDM)
  - UR-19-#1 - WATER SERVICE LOWERING (SEO)



**2019 CAPITAL IMPROVEMENTS**

- RECONSTRUCTION
  - REHABILITATION
  - SEWER REPAIR/LINING
  - NEW CONSTRUCTION
  - WEARING COURSE
  - MILL & OVERLAY
  - SEAL COAT
  - FLOOD RISK MGMT.
  - BIKE TRAIL/SIDEWALK
  - DRAIN IMPROVEMENTS
  - STREET LIGHTS
  - MISC. PROJ. & STUDIES
  - ▲ TREE PLANTING
  - ⊗ RAILROAD CROSSING IMPROVEMENTS
  - ⊠ BRIDGE
  - ⊞ TRAFFIC SIGNALS
  - WATER TOWER (FOUNDATION)
  - SS/ST SEWER LIFT STATION
  - \* GROUND STORAGE RESERVOIR
  - ▲ PEDESTRIAN CROSSING
  - ▲ INTERSECTION IMPROVEMENT
  - ▲ DEMOLITION
  - ▲ POTENTIAL NEW DEVELOPMENTS
- XX-XX-XX  
(XXX)  
 INDICATES A PROJECT BID IN 2017 OR 2018 AND STILL UNDER CONSTRUCTION

Preliminary 2019 Capital Improvement Projects	Construction Costs	Misc Costs	CONSTRUCTION INCENTIVES	Total City Debt With set Legal Fees	Danville Funding Sources	City Funding Sources	Bond Issue 2017 and 2017 amended	BOND AUTHORIZATIONS (1/1/17 to 6/30/20)	WATER UTILITY IMPROVEMENT	WATER
Project	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate	Estimate
<b>Water &amp; Sewer</b>										
Water Treatment Plant Improvements	\$1,500,000	\$1,500,000								
Water Distribution System Improvements	\$2,000,000	\$2,000,000								
Sewer Collection System Improvements	\$3,000,000	\$3,000,000								
Stormwater Management Improvements	\$1,000,000	\$1,000,000								
<b>Public Safety</b>										
Police Department	\$500,000	\$500,000								
Fire Department	\$750,000	\$750,000								
Emergency Services	\$250,000	\$250,000								
<b>Transportation</b>										
Street Repairs	\$1,000,000	\$1,000,000								
Public Works	\$500,000	\$500,000								
Public Utilities	\$500,000	\$500,000								
<b>Other</b>										
Information Technology	\$200,000	\$200,000								
Professional Services	\$100,000	\$100,000								
Legal Fees	\$100,000	\$100,000								
<b>Total</b>	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414	\$58,179,414

REPORT OF ACTION  
**UTILITY COMMITTEE**

①7

Project No. SW 16-03 Phase II

Type: Wenck Associates Task Order  
Construction Management Services

Location: Solid Waste Division - Landfill

Date of Hearing: 11/1/18

<u>Routing</u>	<u>Date</u>
City Commission	11/5/18
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order with Wenck Associates, Inc., for providing construction management services for the Landfill Gas Compressor Station Expansion Project.

SW16-03 has been a multi-phase project that began in 2016. Phase I of the project included a design basis analysis and procurement of the new and replacement equipment necessary for the compression and treatment of landfill gas to be used with current and potential renewable energy projects. Phase II will include installation of the equipment, required building modifications, building site improvements, and system start-up.

Wenck Associate's proposal includes a scope of work divided in five tasks as shown below. The proposed level of effort to complete the work on a rate per hour basis is approximately \$177,270.

<b>Task 01:</b>	Shop Drawing Review and Controls Programming	\$35,040
<b>Task 02:</b>	Meetings & Construction Observation	\$51,010
<b>Task 03:</b>	Progress Payment Applications	\$ 6,580
<b>Task 04:</b>	System Start-up and Commissioning	\$32,560
<b>Task 05:</b>	Contractor Management and Coordination	<u>\$52,080</u>
	<b>Total</b>	<b>\$177,270</b>

Please note that the costs per task are based on projected hours and that Wenck will only charge for actual logged hours. Given that Wenck's proposed costs (9.8% of construction cost) fall within the industry standard of 10% and are within the parameters of the 2018 Solid Waste budgeted amount, staff would recommend moving forward with proposed task order from Wenck Associates for work related to SW 16-03, Phase II.

**MOTION:**

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve the attached task order with Wenck Associates in an amount not to exceed \$177,270 for Construction Management Services associated with SW16-03 Phase II, Landfill Gas Compressor Station Expansion Project.

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

ATTEST:

  
\_\_\_\_\_  
Terry Ludlum  
Solid Waste Utility Director


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



**Division of Solid Waste**

2301 8<sup>th</sup> Avenue North  
Fargo, North Dakota 58102  
Phone: 701-241-1449  
Fax: 701-241-8109

**MEMORANDUM**

To: Utility Committee  
From: Terry Ludlum, Solid Waste Utility Director   
Date: October 26, 2018  
Subject: Wenck Task Order: Proposal for Construction Management Services – Landfill Gas Compressor Station Expansion Project

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Attached for your reference is a task order from Wenck Associates. The proposal is for **Construction Management Services of Project SW16-03 (Phase II), the Landfill Gas (LFG) Compressor Station Expansion Project**. The proposed work will be performed on a *Time and Expense* basis for a sum not to exceed \$177,270 without prior authorization.

**Background**

Since 2002, LFG has been captured in an effort to control odors and to take advantage of potential revenues associated with the utilization of a renewable energy (RE) source.

Current end-users of the landfill gas include:

- Cargill – used as a boiler fuel in oil seed operation.
- Landfill Gas Generator – electricity produced and sold to Minnkota Power.
- Transfer Station Boilers – offset heating cost along with captured exhaust heat from generator.

With ongoing landfill operations and the resultant expansion of the LFG collection system; Solid Waste staff continues to explore emerging technologies that may be applicable to the RE program. To prepare for the potential implementation of additional RE projects, it is necessary to replace original equipment that has mostly run on a continuous basis since original installation, as well as enhance the collection and treatment system with updated technologies.

**Project SW16-03 – Phase I**

Project SW16-03 has been a multiple-phase project due to the overall complexity and individual nature of the necessary compression and landfill gas treatment equipment. Phase I of the project began in 2016 and included completion of the following tasks:

**Task 1 – Design Basis Analysis**

Perform a thorough analysis of all current and proposed end users relative to quality and quantity of LFG needs. Analysis included design flow, delivery pressure, moisture content tolerance, allowable H2S concentration, and allowable siloxane concentration. Gas quality parameters were then used to prepare a detailed process flow diagram that included the major pieces of equipment necessary for the compression and treatment of the LFG. The analysis also included the integration of new and existing control systems, review and compliance with applicable building codes, electrical codes, fire codes, and process equipment standards.

**Task 2 – Procurement of Equipment**

Utilizing information derived from the Design Basis Analysis, a Request for Proposal (RFP) was prepared that included specifications for the compressors, moisture removal systems, H2S treatment systems, siloxane treatment system, and the new flare. Conformance with determined design specifications and proposed capital cost for the equipment were used to select the preferred supplier for each major piece of equipment.

**Task 3 – Detailed Design**

Upon formal award of the separate equipment components, work began with each individual supplier to prepare the detailed design to complete the construction project. Detailed design included a process flow diagram, preparation of shop drawings, and preparation of piping / instrumentation diagrams for the complete system. Also included within this task was the formal advertisement and award for Phase II construction of SW16-03.

**Project SW16-03 – Phase II**

Bids for the construction of SW16-03 were approved by the City Commission on October 8th, 2018. Contracts have been or will be approved in a *Multiple Prime Contractor* format with the following contractors for Phase II of the project:

<b>General Contractor</b>	<b>Gast Construction Company</b>	<b>\$580,322</b>
<b>Mechanical Contractor</b>	<b>Robert Gibb &amp; Sons</b>	<b>\$699,950</b>
<b>Electrical Contractor</b>	<b>Rickard Electric</b>	<b>\$534,830</b>

### Proposed Task Order

Wenck's proposed task order is for construction management services associated with SW16-03 Phase II. These services will include installation of the previously procured equipment, required compressor station building modifications, building site improvements, and system start-up.

Specifically, Wenck has divided the scope of work into five distinct tasks:

#### Task 1 – Shop Drawing Review and Controls Programming

- Complete review of submittals to ensure compliance with project design and local code requirements.

#### Task 2 – Meetings and Construction Observation

- Facilitate pre-construction meeting, weekly progress meetings, and monthly design meetings, with all contractors throughout construction phase of the project. Also includes construction oversight on a part-time basis.

#### Task 3 – Progress Payment Applications

- Review submitted contractor payment applications and verify quantities.

#### Task 4 – System Start-up and Commissioning

- Assist with the start-up and commissioning of the system. This will include work associated with the construction contractors and equipment suppliers. Will also ensure that qualified representatives complete start-up training for City staff.

#### Task 5 – Contractor management and Coordination

- Includes Request for Information (RFI) responses, change order preparation and execution, ongoing contractor discussions to resolve minor issues, submittal tracking, progress reports and analysis to City staff, and project management to include budget tracking.

Detailed task descriptions have been included within Wenck's proposal, and specific hours per task assignment have been provided in the attached **Task Description versus Cost** spreadsheet.

<b>Item Description</b>	<b>Estimated Cost</b>
Task 1 – Shop Drawing Review	\$35,040
Task 2 – Meetings & Construction Observation	\$51,010
Task 3 – Progress Payment Application	\$6,580
Task 4 – System Start-Up & Commissioning	\$32,560
Task 5 – Contractor Management & Coordination	\$52,080
<b>Total Estimated Project Cost</b>	<b>\$177,270</b>



Given the complexity of the overall LFG to CNG Project SW16-03, and Wenck's involvement with Phase I and the bidding process of Phase II, Solid Waste staff would recommend approval of the proposed task order. Please note that industry standards for engineering Consultant Construction Management Services are normally 10-15% of overall project cost, with Wenck's task order being at 9.8%.

**Recommendation**

Approve the attached task order proposal with Wenck Associates for the Construction Management Services of Project SW16-03 (Phase II), the Landfill Gas (LFG) Compressor Station Expansion Project. The proposed work will be performed on a *Time and Expense* basis for a sum not to exceed \$177,270 without prior authorization. Funding for all components of SW16-03 Phase II have been included in the 2019 Solid Waste Capital Improvement budget.



Responsive partner.  
Exceptional outcomes.

October 23, 2018

**Mr. Terry Ludlum**

Solid Waste Utility Director  
City of Fargo Division of Solid Waste  
2301 8th Avenue North  
Fargo, North Dakota 58102

RE: Proposal for Construction Management Services  
Landfill Gas Compressor System Expansion

**Dear Mr. Ludlum:**

Wenck Associates, Inc. (Wenck) is pleased to submit this proposal for construction management services for the Landfill Gas Compressor System Expansion project. Wenck has been working on the feasibility and design of this project with the City since 2013. Not only does the proposed project team have the experience and expertise necessary to perform the multi-disciplined scope of services required for the construction management for this project, they also provide project continuity as the same team has performed the work on the project to date.

**Project Understanding**

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The City of Fargo is upgrading the landfill gas (LFG) compressors at the City of Fargo Landfill. In addition, gas cleaning equipment will be added to the system to produce a cleaner end use fuel. Specifically, this project includes installation of the following:

- Replacement of two existing compressors
- Addition of the following gas cleaning equipment:
  - New moisture removal systems,
  - Hydrogen Sulfide (H<sub>2</sub>S) treatment system,
  - Siloxane treatment system, and
  - The replacement of the existing enclosed flare

Wenck has assisted the City in procurement of the equipment (Phase 01) listed above and bidding of the construction phase (Phase 02) of the project. Wenck is ready to assist with the installation of the equipment along with the required modifications to the existing building site improvements and system start-up.

Contracts have, or will soon be completed with the following contractors for completion of the construction phase of the project:

- Gast Construction – General Contractor
- Rickard Electric – Electrical Contractor
- Robert Gibb & Sons – Mechanical Contractor

Landfill gas collection and reuse has been in place at the Fargo Landfill since 2001 and upgrades to existing equipment will greatly increase the efficiency and landfill gas quality for the various end uses. In addition to the Phases 01 and 02 mentioned above Wenck understands that the City will use Phase 03 to assess additional potential end uses for the landfill gas.

**Terry Ludlum**  
Solid Waste Utility Director  
City of Fargo Solid Waste  
Division  
October 23, 2018



The project approach and scope described in this proposal focuses on the second phase of the overall project.

## **Project Approach and Scope of Work**

---

Wenck has divided the scope of work for the project into five distinct tasks. The scope of each task is described in the following sections of this proposal.

### **Task 1 – Shop Drawing Review and Controls Programming**

Wenck will complete review of submittals to ensure compliance with project design and local code requirements from the three contractors and their subcontractors. Wenck will provide responses related to the review and integration to the procured equipment. Anticipated submittals will include shop drawings, data sheets, and other submittals associated with the following design disciplines listed below. Examples of a few of the submittals for each discipline are included below:

- Civil/Structural
  - Concrete Mix Design
  - Concrete Reinforcement
  - Building Roof Joists
  - Roof Hatches
  - Roofing Design Details
  - Water Service Piping and Appurtenances
- Process Piping
  - Small Bore Piping Routing Drawings
  - Valves
  - Pipe Support Details
  - Piping/Vessel Insulation and Heat Trace Design Details
  - Instrument Data Sheets
- Building Mechanical
  - Roof Top Exhaust Fans
  - Electrical Room Air Handling Unit
  - Louvers and Dampers
  - Fire Protection System Shop Drawings
- Architectural
  - Hollow Metal Doors and Frames
  - Finish Hardware
  - Architectural Finishes
  - Spray on Insulation
  - Paint Data Sheets
- Electrical
  - Lighting Fixtures
  - Emergency Lighting
  - Fire Alarm System
  - Power Distribution Cabling and Circuitry
  - Control Panel Shop Drawing and Equipment Data Sheets
- Control System Programming
  - System Operation Functional Description

**Terry Ludlum**  
 Solid Waste Utility Director  
 City of Fargo Solid Waste  
 Division  
 October 23, 2018



- o Controls System Programming Coordination

### **Task 2 – Meetings and Construction Observation**

Wenck has assisted the City with facilitating a pre-construction meeting with Gast Construction, Rickard Electric, Robert Gibb & Son's, and City Staff. Wenck will also facilitate weekly construction meetings throughout the construction phase of the project. We have had good success with weekly meetings on past projects and believe this project will benefit greatly from the routine weekly meetings to assure that all team members are in agreement. These weekly meetings will be used to keep everyone informed of work being completed, any issues, and look at upcoming work tasks to be completed. In addition we are proposing monthly meetings that will incorporate the larger design team as well as all contractors to confirm major milestones are met.

Wenck will complete site visits and provide construction oversight on a part-time basis. We have anticipated this to be an average of 8 hours per week for 20 weeks knowing that some weeks will require more or less depending on actual work being completed at the time.

The following meetings are included in this task:

- Preconstruction meeting (already completed)
- Weekly progress meetings
- Monthly progress meetings
- Site meeting for substantial completion

### **Task 3 – Progress Payment Applications**

Wenck will review submitted payment applications and verify quantities of work completed and/or material on inventory. Wenck understands that Robert Gibb & Son's will be completing fabrication of piping runs in their shop and visits may be needed to verify work completed. We have assumed reviews will be made on 6 payment applications from each of the three contractors. Wenck will review the payment applications and discuss any discrepancies with the contractors and resolve any issues in a timely fashion and issue payment applications to the City for processing and payment.

### **Task 4 – System Start-up and Commissioning**

Wenck has allowed for three days to assist with the start-up and commissioning of the system. This corresponds with the requirements of the equipment suppliers and installers. Wenck will ensure that trained representatives complete the start-up and training of City staff on their equipment. It is anticipated that the general, electrical, and mechanical contractors will be present for the start-up along with representatives for the compressors and flare, H2S system, and the siloxane removal system. Wenck will ensure City Staff are comfortable with operation of the equipment during system startup period.

### **Task 5 – Contractor Management and Coordination:**

1. Request for Information (RFI) responses, assumed 12 RFI's at 4 hours each.
2. Change order preparation and execution, assumed 10 change orders at 8 hours each. It was assumed that 4 change orders will require changes to the issued design/construction drawings.

**Terry Ludlum**  
 Solid Waste Utility Director  
 City of Fargo Solid Waste  
 Division  
 October 23, 2018



3. Weekly discussions with contractors to resolve minor issues that arise during construction, assumed 2 hours per week for 20 weeks.
4. Coordination with subconsultants for submittals tracking, meeting attendance, and change order/RFI preparation, assumed 1 hour per week for 20 weeks.
5. Discussions with City of Fargo Staff for progress updates, architectural finish preferences, coordination of site work, and system short-term operations during construction.
6. Project Management including invoice preparation and budget tracking, assumed 8 hours per month for 5 months.

**Project Schedule**

Wenck understands that the contractors are eager to start on this project and complete the required outside work prior to winter, which will allow work indoors through the colder months. Wenck has resources available to provide construction management services immediately and has assumed a construction duration of 20 weeks.

**Estimated Project Cost**

The estimated project cost by task is presented in the table below.

<b>Item Description</b>	<b>Estimated Cost (\$)</b>
Task 1 – Shop Drawing Review	\$35,040
Task 2 – Meetings & Construction Observation	\$51,010
Task 3 – Progress Payment Applications	\$6,580
Task 4 – System Start-Up & Commissioning	\$ 32,560
Task 5 – Contractor Management and Coordination	\$ 52,080
<b>Total Estimated Project Cost</b>	<b>\$ 177,270</b>

This work will be performed on a Time and Expense basis for a sum not to exceed the amount above without prior authorization from the City. This project budget will be tracked independently from our current solid waste work. The work will be performed per our current contract.

On behalf of the 250+ employee-owners of Wenck, thank you for this opportunity to continue to work with City of Fargo. Should you have any questions, or need clarification of anything presented in this proposal, please do not hesitate to call me at 701-893-2313.

Sincerely,

**Wenck Associates, Inc.**

Randy Hanson  
 Principal

Rodney W. Ambrosie  
 Executive Vice President

City of Fargo  
Landfill Gas System Expansion  
Construction Management Services

Task Description	Randy	Dennis J.	Mike J.	Jason W.	Kyle G.	Roger W.	Mark D.	Daren L. Design III	Fargo Site Person	Clerical/Admin	Design/Labor	Expenses	Subcontractor Labor and Expenses	Total Costs
<b>Task 1 - Shop Drawing Review and Controls Programming</b>														
Civil/Structural Shop Drawing Review/Approval		20	12	4		8	12	12			\$8,276			\$8,276
Process Piping Shop Drawing Review/Approval						12	4				\$6,132			\$6,132
Building Mechanical Shop Drawing Review/Approval							4				\$2,688			\$2,688
Architectural Shop Drawing Review							4				\$744		\$2,500	\$3,244
Electrical Shop Drawing Review					12		4				\$2,724		\$1,500	\$4,224
Controls System Programming Assistance and Review					12		32			4	\$8,276	\$200	\$2,000	\$10,476
<b>Subtotal Task 1</b>	0	20	12	4	24	20	72	12	0	4	\$28,840	\$200	\$6,000	\$35,040
<b>Task 2 - Meetings and Construction Observation</b>														
Pre-Construction Meeting	4						3			1	\$2,088	\$300		\$2,388
Weekly Progress Meetings	40								32	4	\$10,536	\$200		\$10,736
Monthly Progress Meeting (MAD and MP. Wenck Staff to Attend, Assume 5 On Site meetings)		2				2	12	2		4	\$9,022	\$1,500		\$10,522
Progress Meetings Attended by Subconsultants							4			2	\$172		\$2,000	\$2,172
Site Visit for Substantial Completion and Create Punch List Items	4	4					4		4		\$3,936	\$300	\$1,500	\$5,736
Construction Observation (Assume 8 Hours/Week for 20 weeks)	4	4					4		160		\$13,760	\$1,500		\$15,260
Final Inspections	4	4					4				\$2,912	\$300	\$1,000	\$4,212
<b>Subtotal Task 2</b>	52	10	0	0	0	2	23	2	196	11	\$42,406	\$4,100	\$4,500	\$51,010
<b>Task 3 - Progress Payment Applications</b>														
Review/Approve/Process Payment Applications (Assume 6 payment Applications for each Contractor)	6	0	0	0	0	0	24	0	0	0	\$6,580	\$0	\$1,000	\$7,580
<b>Subtotal Task 3</b>	6	0	0	0	0	0	24	0	0	0	\$6,580	\$0	\$1,000	\$7,580
<b>Task 4 - System Start-Up and Commissioning</b>														
On-Site System Startup Assistance	8						32		40		\$12,240	\$1,000	\$5,000	\$18,240
System Commissioning Services	4						32		40		\$10,816	\$1,000	\$2,500	\$14,316
<b>Subtotal Task 4</b>	12	0	0	0	0	0	64	0	80	0	\$23,056	\$2,000	\$7,500	\$32,556
<b>Task 5 - Contractor Management and Coordination</b>														
RFI Responses (Assume 12 RFI at 4 hours each)	2	12			4	8	22				\$9,652	\$1,000	\$1,000	\$11,652
Change Order Preparation (Assume 10 Change orders at 8 hour	4	12	8		4	4	32	16			\$13,852	\$1,500	\$1,500	\$15,352
Weekly Discussion with Contractors (Assume 2 hours per week for 20 weeks)	8						32				\$7,440			\$7,440
Coordination with Subconsultants (Assume 1 hours per week for 20 weeks)	2	2					16				\$3,720	\$2,000		\$5,720
Discussions with City of Fargo Staff	20						12				\$5,952			\$5,952
Project Management Including Invoice Preparation (Assume 4 hours per month for Mark and 4 hours a month for Randy)	20						20			6	\$7,956			\$7,956
<b>Subtotal Task 5</b>	56	26	8	0	8	12	134	16	0	6	\$47,572	\$0	\$4,500	\$52,072
<b>GRAND TOTAL HOURS</b>	126	56	20	4	32	34	317	30	276	21	\$147,454	\$6,300	\$23,500	\$177,270
<b>GRAND TOTAL DOLLARS</b>	\$23,438	\$10,416	\$2,840	\$620	\$5,280	\$5,508	\$59,962	\$4,850	\$23,736	\$1,806	\$147,454	\$6,300	\$23,500	\$177,270

CITY OF  
**Fargo Fire Department**

MEMORANDUM

8

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: OCTOBER 24, 2018**

**SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DES**

The North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security has approved a grant application for the FY 2018 State Homeland Security Grant Program in the amount of \$130,849.50. Items that will be purchased are personal protective equipment, power equipment, training, and other authorized equipment.

**RECOMMENDED MOTION:** Approve the Fire Department budget adjustment and contract with the North Dakota Division of Homeland Security for grant funding in the amount of \$130,849.50 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/LS  
Enclosure

Cc: Kent Costin



# ND Department of Emergency Services

PO Box 5511

Tel: (701) 328-8100

Email: [nddes@nd.gov](mailto:nddes@nd.gov)

Bismarck, ND 58506-5511

Fax: (701) 328-8181

Website: [www.nd.gov/des](http://www.nd.gov/des)

*Ensuring a safe and secure homeland for all North Dakotans*

September 25, 2018

Fargo Fire Department  
Battalion Chief Chris Rasmussen  
637 NP Ave  
Fargo, ND 58102

Dear Battalion Chief Chris Rasmussen:

Congratulations, on behalf of the North Dakota Department of Emergency Services (NDDDES) – Division of Homeland Security, your grant application submitted for the FY 2018 State Homeland Security Grant Program has been approved for award in the amount of \$130,849.50.

Before you begin your project or expend any of the Federal funds, you must establish acceptance of the award. By accepting this award, you acknowledge that the following documents and software are incorporated into the terms and conditions of your award:

- Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs (<https://grants.des.nd.gov/site/HSGP.cfm>)
- Notice of Grant Award
- FY 2018 Homeland Security Grant Guidance
- Environmental and Historic Preservation (EHP), if applicable
- DES Grants Software Program

Please make sure you read and understand the terms of the award.

In order to establish acceptance of the award and its terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Sign page 1 of the Notice of Grant Award

Step 2: Initial page 2 (Special Conditions)

Step 3: Scan pages 1 and 2 of the Notice of Grant Award

Step 4: Upload both documents into the DES Grants software to your project page. (See directions below.)

Step 5: Upload your jurisdictions/agencies written procurement policy.

Once you have uploaded the signed and initialed documents, you may begin the project. Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDDES. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDDES Grants software program.

Federal (2 CFR Part 200.318-200.326) and state procurement laws and regulations must be followed when purchasing goods (equipment) and services (planning, training, or exercises). **Note:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name for contractor/vendor. All procurement transactions must be conducted in a manner

Doug Burgum  
Governor

Cody Schulz  
Director - Division of Homeland Security

Major General Alan S. Dohmann  
Director – Department of Emergency Services

Mike Lynk  
Director - Division of State Radio



providing full and open competition (2 CFR Part 200.319). Please see NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs as well as the Reimbursement Processing Checklist (see web address below for more information and details on the type of documentation you will need to provide to NDDDES to show compliance. To aid sub-recipients we have developed the *Quote (Informal) Request Form*. This form is available on the DES Grants GMS website. Sub-recipients are required to submit all quotes along with the completed quote request form prior to accepting a quote. NDDDES will review the quotes and provide feedback within three business days. Sub-recipients must complete this form and submit it with their quotes.

When requesting reimbursement, you must do so through the online DES Grants software program. Remember to attach the appropriate supporting documentation. Please review the Reimbursement Processing Checklist on our website for information on required documentation. Purchases of \$10,000 or more require a minimum of three quotes. Sub-recipients must purchase from vendor providing the lowest aggregate quote.

Finally, 2018 HSGP Project Status Reports are due quarterly, with a final report due with your final reimbursement request. The Quarterly Reports will be done online through the DES Grants software program. Reports are due fifteen (15) days after the end of the reporting period as follows, with your first report due on October 15, 2018. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing will be required.

- January 15 (October 1 – December 31 activity)
- April 15 (January 1 – March 31 activity)
- July 15 (April 1 – June 30 activity)
- October 15 (July 1 – September 30 activity)

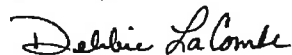
#### DES Grants Software Program

##### Existing Users:

1. Login at <https://grants.des.nd.gov/>
2. On your home page Click on FY 2018 SHSP – takes you to a **red** screen
3. On left hand side, Click on Projects
4. Click on the FY 2018 SHSP project – takes you to a **blue** screen
5. Toward bottom of page, Click on Add Document – following directions on your screen
6. Click Upload to upload the Notice of Grant Award, Special Conditions, and Procurement Policy.

Should you have any questions, please contact myself, Karen Hilfer, or Dave Rice at 701-328-8100.

Sincerely,



Debbie LaCombe  
Grants & Training Chief

REPORT OF ACTION

## UTILITY COMMITTEE

Project: WW1708

Type: Change Order #1

Location: WWTF Effluent Reuse Facility

Date of Hearing: 11-1-18

<u>Routing</u>	<u>Date</u>
City Commission	<u>11-5-18</u>
Project File	<u>                    </u>

Jim Hausauer, Wastewater Utility Director, presented attached Change Order #1 from CC Steel, Inc. for Project WW1708. If you recall the Wastewater Treatment Facility (WWTF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis quality water for use at the Tharaldson Ethanol Plant in Casselton, ND. The ERF treats and provides (sells) over a million gallons of water a day that would ordinarily be discharged into the river. One of the critical components of the treatment process is the Ultra Filtration (UF) Skid/Membranes. The UF skids are essentially the "first step" in the filtration process and are exposed to a constant and rigorous cleaning regimen. Essentially the UF membranes are the most scrutinized component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 2 skids.

The Tharaldson Ethanol Plant has completed a recent expansion and the Wastewater Utility has seen a gradual increase of water demand; with record volumes recorded in 2016, 2017 and 2018. Currently the three UF skids are producing maximum volumes as per the original design, with little redundancy for cleaning, repairs and/or failures. As the Wastewater Utility has been in contact with Tharaldson Ethanol over the last few year regarding the ERF limitations, they offered to purchase a fourth UF skid and have asked the City of Fargo to finance the infrastructure and installation over a 12-month period. At the end of the finance period, the City of Fargo will own the infrastructure. The addition of a fourth UF Skid will increase water volumes ~ 110,000 gallons per day as well as providing needed redundancy. With approval from the Finance Committee, the Wastewater Utility utilized an unused placeholder in fund 455 to provide 12 month financing for repayment from Tharaldson Ethanol. Tharaldson will remit the actual capital costs of this improvement in 12 equal monthly payments as per the MOU that was approved by the City Commission.

**Change Order #1:** CC Steel incurred unforeseen costs associated with piping in the new ERF membrane skid. The plan set shows a continuation of piping in the existing trench and plumbing it into the skid. The existing conditions did not allow the continuation of piping without significant rework. The existing piping was fabricated so tight and skewed out of line that it made it nearly impossible to pipe into the new skid. CC Steel hired Standard Industries (SI) to complete the field welding. SI felt it would be easier to cut the lines apart and fabricate a new manifold to continue the hook-up. The associated time for cutting and fabricating beyond the scope was determined to be \$3,750.00.

The plan set also did not show the 3" CIP return line that was needed to complete the installation. The additional stainless steel and fittings were required to connect the 3" CIP return line. The material and time to complete this line is \$2150.00

CC Steel was asked to provide additional lateral pipe supports to reduce lateral movement in the existing pipe after the skid was installed. Threaded rod and clamps were used to insure the least amount of movement as possible. This was completed for \$1150.00.

Change Order #1 will also result in the extension of the final completion date of 11/30/2018. This extension was necessary for the procurement of unique pipes and fittings identified in the plan set as well as a delay in the availability and delivery of the Ultra Filtration Membrane Skid package by the selected vendor

**MOTION:**

On a motion by Ben Dow, seconded by Troy Hall, the Utility Committee voted to approve Project WW1708 Change Order #1 from CC Steel, Inc. for a time extension as well as an increase in the contract amount of \$7,050.00. (Note: City share of \$0.00)

COMMITTEE:	Present	Yes	No	Unanimous	X
					<u>X</u>
					Proxy

Anthony Gehrig, City Commissioner	_____
Kent Costin, Director of Finance	_____
Brian Ward, Water Plant Supt.	_____ X _____
Mark Miller, Wastewater Plant Supt.	_____ X _____
Bruce Grubb, City Administrator	_____ X _____
Scott Liudahl, City Forester	_____
Terry Ludlum, Solid Waste Utility Director	_____ X _____
Jim Hausauer, Wastewater Utility Director	_____ X _____
Troy Hall, Water Utility Director	_____ X _____
Ben Dow, Public Works Operations Director	_____ X _____
Brenda Derrig, City Engineer	_____

ATTEST:

  
 \_\_\_\_\_  
 Jim Hausauer  
 Wastewater Utility Director

C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Grindberg

**MEMORANDUM**

November 1, 2018

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**To: Utility Committ**  
**From: Jim Hausauer, Wastewater Utility Director** *JA*  
**Re: Project WW1708 – Change Order #1**  
**Effluent Reuse Facility -Ultra Filtration Skid**

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**Background**

If you recall the Wastewater Treatment Facility (WWTF) operates an Effluent Reuse Facility (ERF) that treats secondary effluent to reverse osmosis quality water for use at the Tharaldson Ethanol Plant in Casselton, ND. The ERF treats and provides (sells) over a million gallons of water a day that would ordinarily be discharged into the river. One of the critical components of the treatment process is the Ultra Filtration (UF) Skid/Membranes. The UF skids are essentially the “first step” in the filtration process and are exposed to a constant and rigorous cleaning regimen. Essentially the UF membranes are the most scrutinized component of the treatment process, as a failure of one of the skids would result in 40% less water produced and greater wear and tear of the remaining 2 skids.

**Financing**

The Tharaldson Ethanol Plant has completed a recent expansion and the Wastewater Utility has seen a gradual increase of water demand; with record volumes recorded in 2016, 2017 and 2018. Currently the three UF skids are producing maximum volumes as per the original design, with little redundancy for cleaning, repairs and/or failures. As the Wastewater Utility has been in contact with Tharaldson Ethanol over the last few year regarding the ERF limitations, they offered to purchase a fourth UF skid and have asked the City of Fargo to finance the infrastructure and installation over a 12-month period. At the end of the finance period, the City of Fargo will own the infrastructure. The addition of a fourth UF Skid will increase water volumes ~ 110,000 gallons per day as well as providing needed redundancy. With approval from the Finance Committee, the Wastewater Utility utilized an unused placeholder in fund 455 to provide 12 month financing for repayment from Tharaldson Ethanol. Tharaldson will remit the actual capital costs of this improvement in 12 equal monthly payments as per the MOU that was approved by the City Commission. (NOTE: The low bidder for this project was CC Steel, LLC in the amount of \$708,900.)

**Change Order #1**

CC Steel incurred unforeseen costs associated with piping in the new ERF membrane skid. The plan set shows a continuation of piping in the existing trench and plumbing it into the skid. The existing conditions did not allow the continuation of piping without significant rework. The existing piping was fabricated so tight and skewed out of line that it made it nearly impossible to pipe into the new skid. CC Steel hired Standard Industries (SI) to complete the field welding. SI felt it would be easier to cut the lines apart and fabricate a new manifold to continue the hook-up. The associated time for cutting and fabricating beyond the scope was determined to be \$3,750.00.

The plan set also did not show the 3" CIP return line that was needed to complete the installation. The additional stainless steel and fittings were required to connect the 3" CIP return line. The material and time to complete this line is \$2150.00

CC Steel was asked to provide additional lateral pipe supports to reduce lateral movement in the existing pipe after the skid was installed. Threaded rod and clamps were used to insure the least amount of movement as possible. This was completed for \$1150.00.

Change Order #1 will also result in the extension of the final completion date of 11/30/2018. This extension was necessary for the procurement of unique pipes and fittings identified in the plan set as well as a delay in the availability and delivery of the Ultra Filtration Membrane Skid package by the selected vendor

**Recommended Motion**

Approve the attached Change Order #1 for Project WW1708 from CC Steel, LLC in the amount of \$7,050.00 as well as a time extension for final completion of November 30, 2018.

**Ryan Grubb**

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**From:** mike@ccsteel.com  
**Sent:** Tuesday, September 25, 2018 1:54 PM  
**To:** Ryan Grubb  
**Subject:** ERF membrane

Ryan-

Let me know if this is the type of narrative you are looking for. If you need changes let me know. I can put this in our letter head if need be.

CC Steel has incurred unforeseen costs associated with piping in the new ERF membrane skid. The plan set shows to continue piping in the existing trench and plumbing it into the the skid. The existing conditions did not allow us to continue the piping without a fair amount of rework. The existing piping was fabricated so tight it made it nearly impossible to continue on without cutting it all apart. The existing piping also was skewed out of line that would have eventually made it impossible to pipe in the new skid. CC Steel hired Standard Industries (SI) to complete the field welding. SI felt it would be easier to cut the lines apart and fabricate a new manifold to continue the hook-up. The associated time for cutting and fabricating beyond our scope was determined to be \$3,750.00.

The plan set also did not show the 3" CIP return line that was needed to complete the installation. The material and time to complete this line is \$2150.00

CC Steel was asked to provide additional lateral pipe supports. We will use threaded rod and clamps to insure the least amount of movement as possible. This task can be completed for \$1150.

~~CC Steel also incurred 91 extra man hours to assemble the skid. The plan set shows a one piece skid when in fact the skid came in 3 pieces. It required extra unloading time and assembly time. CC Steel is charging a rate of \$85 an hour. 61 hrs x \$85 = \$5185. I know there has been some discussion related to this topic but I would ask you to reconsider your position based upon the way the skid is represented in the drawings.~~

Let me know if you need further clarification or documentation on any of the items.

**The plan set depicts the fully assembled skid and the specifications state that the "unit shall be pre-assembled, to the maximum extent possible, by the BIDDER for installation by the CONTRACTOR." This is a dispute between the supplier (Vessco/Memcor) and the contractor (CC Steel) based on the information exchanged between the two parties prior to bidding the project. It is not the responsibility of the Owner.**

October 24, 2018



Mr. Jim Hausauer  
Wastewater Utility Director  
City of Fargo  
3400 N Broadway  
Fargo, ND 58102

**Re: Change Order No. 1**  
**Contract No. 1 – Fargo ERF Membrane Skid Addition**  
**City of Fargo Project #WW1708**

Dear Jim:

Enclosed please find Change Order No. 1 for the above referenced project for your review and approval. This Change Order pertains to a change in the Final Completion Date, as well as the following changes to the project:

1. Additional cutting, fabricating and welding of existing stainless steel pipe manifold was required to extend piping to new membrane skid.
2. Additional stainless steel pipe materials and fittings were required to connect the 3-inch CIP return line.
3. Additional pipe supports were provided to prevent lateral movement in existing pipe after installation of the new membrane skid.

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

<u>Item</u>	<u>Cost</u>
1. Additional pipe cutting and fabricating	\$3,750.00
2. 3-inch CIP return line	\$2,150.00
3. Additional lateral pipe supports	\$1,150.00
<b>Total for Change Order No. 1 =</b>	<b>\$7,050.00</b>

Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Ryan Grubb, PE  
Project Engineer

Attachments

Date of Issuance: 10/24/18                      Effective Date: 11/1/18  
 Owner: City of Fargo                              Owner's Contract No.: WW1708  
 Contractor: CC Steel, Inc.                      Contractor's Project No.:  
 Engineer: AE2S                                      Engineer's Project No.: P00803-2017-028  
 Project: Fargo ERF Membrane Skid Addition                      Contract Name:

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

Description: Extend Final Completion Date to 11/30/18 due to delay in delivery of membrane skid by Owner-Engineer selected vendor and for added pipe materials needed to complete the skid connections. Also includes a price increase for the additional stainless steel pipe, fittings, welding, and additional pipe supports to prevent lateral movement in CIP return line.

Attachments: CC Steel email request; Cover Letter to Change Order No. 1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 708,900.00	Original Contract Times: Substantial Completion: <u>April 20, 2018</u> Ready for Final Payment: <u>August 4, 2018</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 708,900.00	Contract Times prior to this Change Order: Substantial Completion: <u>April 20, 2018</u> Ready for Final Payment: <u>August 4, 2018</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 7,050.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>April 20, 2018</u> Ready for Final Payment: <u>November 30, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ 715,950.00	Contract Times with all approved Change Orders: Substantial Completion: <u>April 20, 2018</u> Ready for Final Payment: <u>November 30, 2018</u> days or dates

<p>RECOMMENDED:</p> <p>By: <u><i>Ryan Galt</i></u> Engineer (if required)</p> <p>Title: <u>Project Engineer</u></p> <p>Date: <u>10-24-18</u></p>	<p>ACCEPTED:</p> <p>By: _____ Owner (Authorized Signature)</p> <p>Title: _____</p> <p>Dat: _____</p>	<p>ACCEPTED:</p> <p>By: <u><i>Kevin M. Trio</i></u> Contractor (Authorized Signature)</p> <p>Title: <u>Kevin M. Trio, CEO</u></p> <p>Dat: <u>10/24/2018</u></p>
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Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_






PLANNING AND DEVELOPMENT  
 225 Fourth Street North  
 Fargo, North Dakota 58102  
 Phone: (701) 241-1474  
 Fax: (701) 241-1526  
 E-Mail: [planning@fargond.gov](mailto:planning@fargond.gov)  
[www.fargond.gov](http://www.fargond.gov)

(19)

**MEMORANDUM**

**TO:** City Commission

**FROM:** Mark Williams, Assistant Planning Director 

**DATE:** November 1, 2018

**RE:** 2019 Parking Rates

Below are our recommendations for monthly, daily, and hourly parking rates for 2019. At the October Parking Commission meeting, the new 2019 parking rates were proposed. If approved Interstate Parking will notify the current parkers of the rate change (see attachment).

**2019 Monthly Rate Recommendations**

Name	Total Spaces	Available Monthly Spaces	Spaces Rented	% Sold	Existing Monthly Rate \$	Proposed 2019 Monthly Rate \$	Proposed 2019 Monthly Rate %
Civic Ramp	250	225	209	93%	\$ 99.00	\$ 106.00	7.1%
-Nights & Weekends	250		0		\$ 45.00	\$ 45.00	N/A
RoCo	454	347	361	104%	\$ 99.00	\$ 106.00	7.1%
-Reserved	57	57	57	100%	\$ 125.00	\$ 130.00	4%
-Nights & Weekends	454		2		\$ 45.00	\$ 45.00	N/A
NP Ave.	95	85	69	81%	\$ 81.00	\$ 81.00	0.0%
GTC	185	185	190	103%	\$ 90.00	\$ 90.00	0.0%
-Nights & Weekends	185		5		\$ 20.00	\$ 20.00	N/A
4th St.	174	174	241	139%	\$ 69.00	\$ 70.00	1.4%
3rd St.	145	145	186	128%	\$ 72.00	\$ 75.00	4.2%
Main Ave.	75	75	87	116%	\$ 60.00	\$ 62.00	3.3%
IPR	355	355	412	116%	\$ 59.00	\$ 59.00	0%
-Nights & Weekends	355		0		\$ 20.00	\$ 20.00	N/A
7th Street	26	26	27	104%	\$ 44.00	\$ 45.00	2.3%

**2019 Hourly and Daily Rate Recommendations**

Name	Hourly Spaces	Avg. Daily Tickets	Times Turned	Hourly Rate	All Day Rate	Proposed 2019 Hourly Rate \$	Proposed 2019 All Day Rate \$
Civic Ramp	41	51	1.24	\$1.50	\$ 7.50	\$ 1.75	\$ 8.75
NP Ave.	20	23	1.15	\$1.00	\$ 5.00	\$ 1.00	\$ 7.00
RoCo	50	209	4.18	0-2 Hrs Free	\$ 8.00 Over 6 Hrs	No Change	No Change
				2-4 Hrs \$3.00			
				4-6 Hrs \$5.00			

With a 4-0 vote, the Parking Commission recommended approval of the parking rates.

Recommended Action: Approve the 2019 parking rate increase as recommended by the Parking Commission.

20

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	<b>Parkview South Eighth Addition</b>	<b>Date:</b>	6/27/2018
		<b>Update:</b>	10/31/2018
<b>Location:</b>	3210 26 <sup>th</sup> Avenue South	<b>Staff Contact:</b>	Maegin Elshaug
<b>Legal Description:</b>	Lot 32, Block 2, Parkview South Second Addition		
<b>Owner(s)/Applicant:</b>	City of Fargo	<b>Engineer:</b>	KLJ
<b>Entitlements Requested:</b>	Minor Subdivision (Replat of Lot 32, Block 2, Parkview South Second Addition and Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat)		
<b>Status:</b>	City Commission Public Hearing: November 5, 2018		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Vacant	<b>Land Use:</b> Household Living
<b>Zoning:</b> SR-2, Single-Dwelling Residential	<b>Zoning:</b> No change
<b>Uses Allowed:</b> SR-2 Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	<b>Uses Allowed:</b> No change
<b>Maximum Density Allowed (Residential):</b> 5.4 units per acre	<b>Maximum Density Allowed (Residential):</b> No change
<b>Maximum Lot Coverage Allowed:</b> 35% of lot	<b>Maximum Lot Coverage Allowed:</b> No change

<p><b>Proposal:</b></p> <p>The applicant, the City of Fargo, is requesting a minor subdivision, entitled <b>Parkview South Eighth Addition</b>, which is a replat of Lot 32, Block 2, Parkview South Second Addition, and a Subdivision Waiver for lot size on Lots 1, and 3-16, Block 1, of the proposed plat. Lots 1, and 3-16 do not meet the minimum lot size for the SR-2, Single-Dwelling zoning district. The subject property is located at 3210 26<sup>th</sup> Avenue South and is comprised of approximately 2.06 acres.</p> <p>The Parkview Development was developed to use this and other similar lots as amenities. However, the city acquired the property from Cass County from non-payment of taxes. The City of Fargo is preparing the properties to allow adjacent property owners in the original Parkview Development or other adjacent development to have the opportunity to acquire the property in the future. This process is yet to be determined and may serve as a template for other lots similar to this in the Parkview Development.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: Across 26<sup>th</sup> Avenue South, SR-2, Single-Dwelling Residential, with detached homes.</li> <li>• East: SR-2, Single-Dwelling Residential, with detached homes.</li> <li>• South: SR-4, Single-Dwelling Residential, with attached homes.</li> <li>• West: SR-2, Single-Dwelling Residential, with detached homes.</li> </ul> <p><b>Area Plans:</b></p> <p>No area plans apply.</p>
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**Schools and Parks:**

**Schools:** The subject property is located within the Fargo School District and is served by Ed Clapp Elementary, Carl Ben Middle, and South High Schools.

**Neighborhood:** The subject property is located in the Bluemont Lakes neighborhood.

**Parks:** There is Woodbury Park (3501 23<sup>rd</sup> Avenue South) and Bluemont Park (2751 32<sup>rd</sup> Avenue South) located within .5 mile from the subject property. Together they offer playground amenities, a basketball court, gazebos, and open space.

**Pedestrian / Bicycle:** There are off-road bike facilities located along 23<sup>rd</sup> Avenue South, 25<sup>th</sup> Street South, and 32<sup>rd</sup> Avenue South. All facilities are components of the metro area bikeways system.

**Staff Analysis:**

**Minor Subdivision**

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The subdivision is intended to subdivide Lot 32, Block 2, Parkview South Second Addition into eighteen lots and one block. Lots 1, and 3-16 are included in the subdivision wavier and are below the minimum lot size of 8,000 square feet in the SR-2 zoning district, as required by Section 20-0501 Residential District Standards. It is intended these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received approximately 10 inquiries on the property, with questions regarding the future of the lots; however, there was no noted concern for the subdivision application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

**Subdivision Waiver**

The LDC stipulates that the following criteria are met before a subdivision waiver can be approved:

1. **Section 20-0907.D.3.a of the LDC stipulates that a Subdivision Waiver must not be detrimental to the public safety, health, or welfare, or injurious to other property or improvements in the area in which the property is located.**

The subdivision waiver is to allow Lots 1, and 3-16 to be smaller than the minimum lot size of 8,000 square feet in the SR-2 zoning district. Lots range in size from 2,949 square feet to 4,866 square feet. It is intended

these lots will be acquired by adjacent property owners and the properties combined; however, that will be determined at a later date. It should be noted that Lots 2, 17 and 18 meet minimum lot sizes and would be considered buildable. All adjacent properties are zoned SR-2 and meet minimum lot size standards. Staff finds that the application will not be detrimental to the public safety, health or welfare, or injurious to other property or improvements in the area. **(Criteria Satisfied)**

**2. Section 20-0901.D.3.b of the LDC stipulates that a Subdivision Waiver must represent the least deviation from this Land Development Code that will mitigate the hardship or practical difficulty that exists on the subject property.**

Lots 1, and 3-16, Block 1, of the subdivision do not meet minimum requirements for lot size in the SR-2, single-dwelling, zoning district. This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. The property may be acquired by an adjacent property owner in the future, which currently are zoned SR-2 and meet minimum lot sizes. **(Criteria Satisfied)**

**3. Section 20-0907.D.3.c of the LDC stipulates that a Subdivision Waiver shall not have the effect of waiving any provisions of this development code other than the Subdivision Design and Improvement Standards of Article 20-06.**

This application requests for only a waiver for the minimum lot size in fifteen of the eighteen lots. There are no other deviations from standards of Article 20-06. **(Criteria Satisfied)**

**Update from 7/3/18 Planning Commission meeting:** Property owners spoke at the meeting and stated concerns of the amount of time and money invested in the property, maintaining the original intent of the greenspace, questions of potential increase in fees due to specials and property taxes, and the division of land. Some people that provided testimony had questions about the application or future process, but were all generally in support of the application.

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

**Planning Commission Recommendation: July 3, 2018**

On July 3, 2018, with a 8-0 vote with two members absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed 1) **Parkview South Eighth Addition** subdivision plat and 2) subdivision waiver for lot size on Lots 1, and 3-16 of the proposed plat, as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

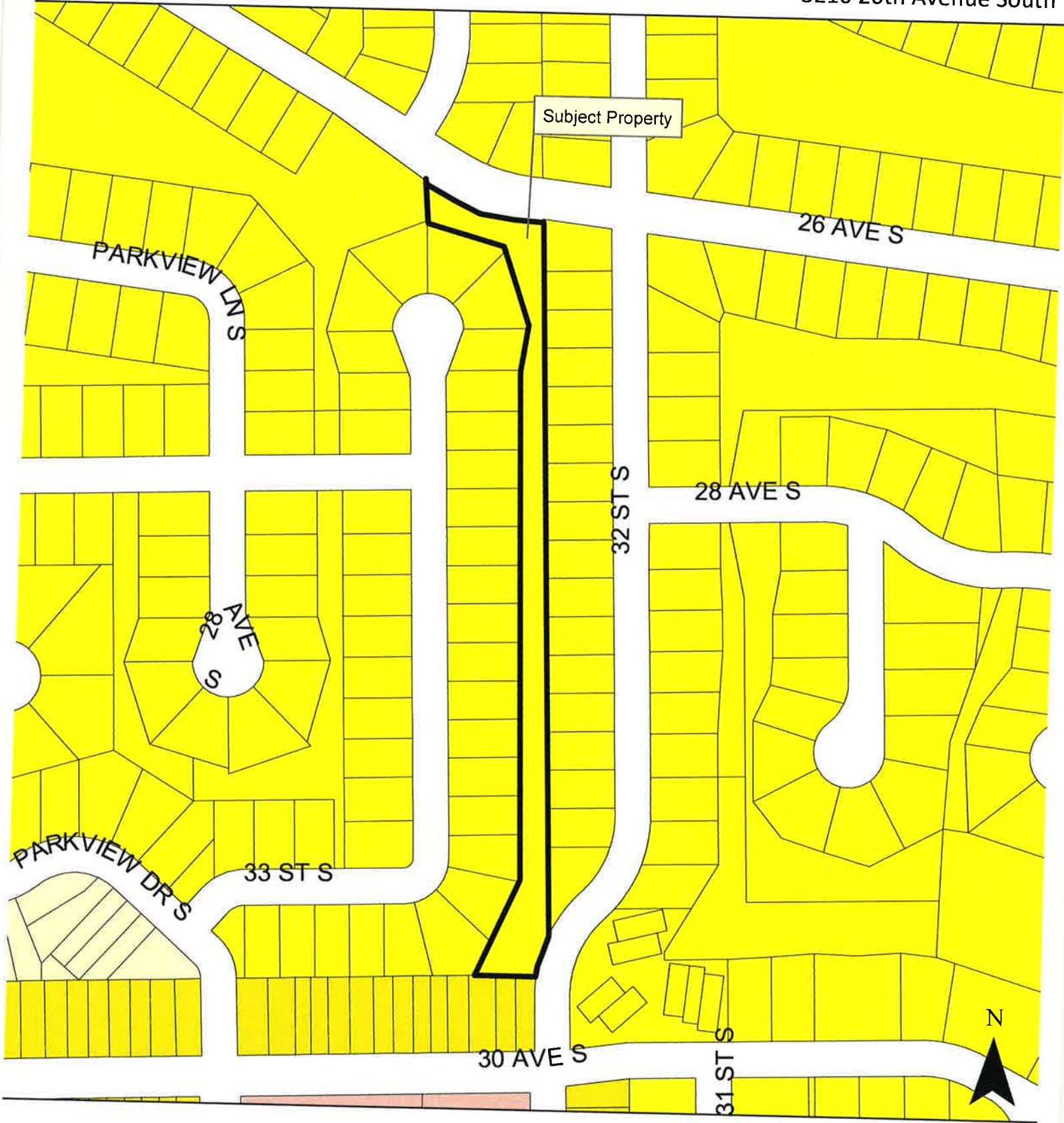
**Attachments:**

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Public Comments

# Plat (Minor) and Subdivision Waiver

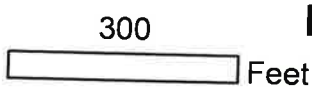
## Parkview South 8th Addition

3210 26th Avenue South



**Legend**

AG	LC	MHP	SR-2
DMU	MR-1	NOC	SR-3
GGC	MR-2	DA	SR-4
GO	MR-3	UMU	SR-5
			City Limits



Fargo Planning Commission  
July 3, 2018

# Plat (Minor) and Subdivision Waiver

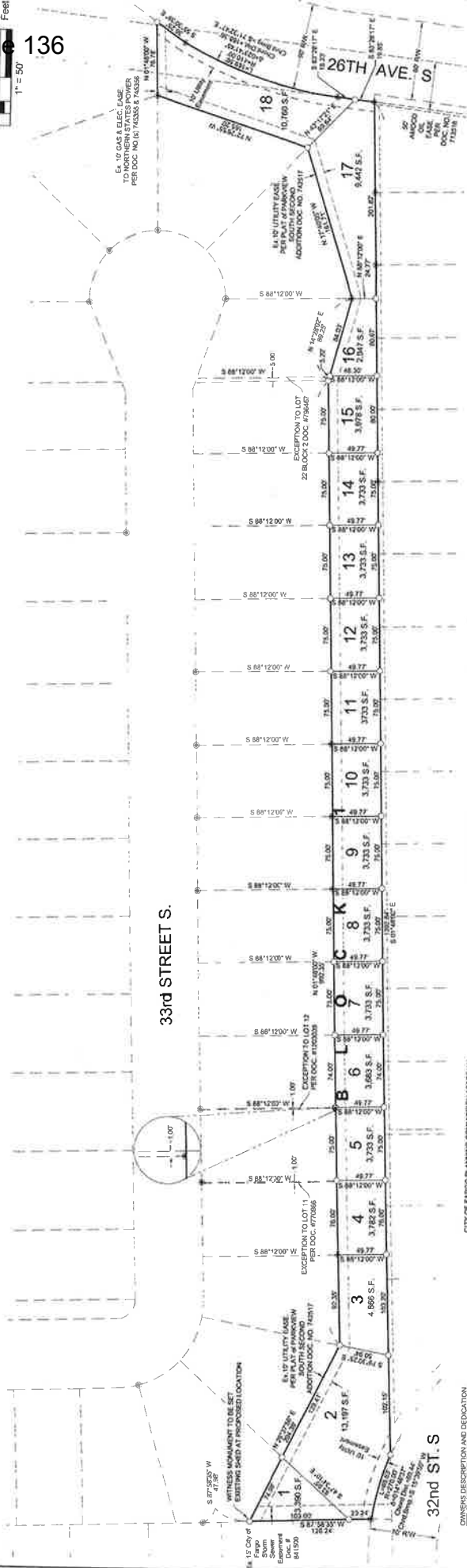
## Parkview South 8th Addition

3210 26th Avenue South



# PARKVIEW SOUTH EIGHTH ADDITION

Minor Subdivision  
 Replat of Lot 32, Block 2 PARKVIEW SOUTH SECOND ADDITION,  
 to the CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



### OWNER'S DESCRIPTION AND EXCEPTION

We, the undersigned, do hereby certify that we are the owners of the following land in Lot 32 of Block 2, PARKVIEW SOUTH SECOND ADDITION in the City of Fargo, North Dakota. We hereby dedicate the utility easements shown on said plat to the use of the public or to specific grantees, if named. Said plat covers 2.06 Acres, more or less, and is subject to all covenants and rights of way of record.

OWNER,  
 City of Fargo

By: Timothy J. Mahoney, Mayor

State of North Dakota  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, with and for said County and State, personally appeared \_\_\_\_\_ and she acknowledged to me that she executed the foregoing instrument as a free and voluntary act.

Steven Simpson, City Auditor  
 Notary Public

### CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission on the 3rd day of July, 2018.

State of North Dakota  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, with and for said City of Fargo, personally appeared \_\_\_\_\_ and she acknowledged to me that she executed the foregoing instrument as a free and voluntary act.

Notary Public

### CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer Tim \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

State of North Dakota  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, with and for said City of Fargo, personally appeared \_\_\_\_\_ and she acknowledged to me that she executed the foregoing instrument as a free and voluntary act.

Notary Public

### SUBJECT TO CERTIFICATE AND ACKNOWLEDGMENT

I, Chris Ingraham, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the foregoing plat is a true and accurate representation of the survey and subdivision of the land shown on said plat and that the measurements thereon are correct. This instrument is subject to the provisions of North Dakota law herein being clearly stated in the instrument herein.

Chris Ingraham, Professional Land Surveyor  
 North Dakota License No. 15,880

State of North Dakota  
 County of Cass

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public, with and for said County, personally appeared Chris Ingraham, and she acknowledged to me that she executed the foregoing instrument as a free and voluntary act.

Notary Public

LEGEND  
 ○ 5" REBAR W/ CAPS LS 8887  
 ⊕ MONUMENT FOUND

ADJACENT PROPERTY LINES  
 EXISTING EASEMENT  
 LOT BOUNDARY  
 PLAT BOUNDARY

PROPOSED UTILITY EASEMENT

NOTE:  
 Section on Page 207 Coordinate System, North Dakota State Plane, NAD 83, Zone 14N, FIPS 5003, Datum: North American Datum 1983. Distances shown are Ground Distances.  
 Said plat of land is subject to any easements, restrictions or reservations, either existing or record. Bearings and distances may vary from previous plats due to different methods of measurement.



**Maegin Elshaug**

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**From:** Todd Kadry <tkadry@gmail.com>  
**Sent:** Sunday, June 17, 2018 8:42 PM  
**To:** Maegin Elshaug  
**Subject:** Parkview South Eighth Addition Subdivision Waiver

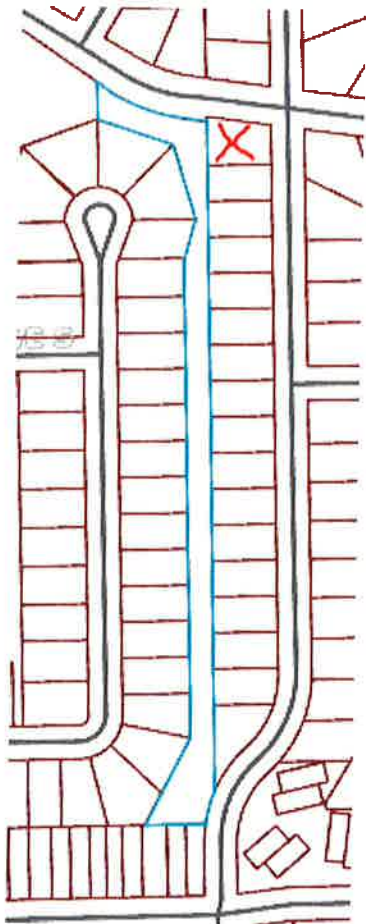
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Maegin:

My name is Todd Kadry and my family and I live at 2601 32<sup>nd</sup> Street S in Fargo. I am in receipt of a letter written on June 15, 2018 and addressed to "Property Owner." I am seeking clarification on what is being proposed before the public hearing on July 3<sup>rd</sup>. Our property is adjacent to the tract of land in question.

Thank you,  
Todd Kadry  
(701) 955-821



**Maegin Elshaug**

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**From:** Patti Struchynski <pstruchy@hotmail.com>  
**Sent:** Monday, June 18, 2018 1:03 PM  
**To:** Maegin Elshaug  
**Subject:** Parkview South Eighth Addition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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

Hello Maegin,

I got the letter in the mail about the Parkview South Eight Addition. The letter is a little vague so I am inquiring for additional information. I am interpreting that the large parkway lot, a portion of which I have been maintaining for approximately 20 years, is being subdivided into 18 smaller lots (smaller than the current Subdivision requirements). Is the subdivision of the lots being requested in a manner that it aligns with the adjacent property to the west of the parkway? Is the intent of doing this to allow the adjacent homeowners a chance to purchase the property? If so, at what anticipated cost? And if purchased, would there be any limitations in regards to what can be done with the property by the new owners? I understand there is a utility easement, would that prevent fencing and permanent structure building? What about other covenants of the lot that are documented in our title/abstract? It seems that there currently is no enforcement of these covenants. Are these null and void?

Thank you for any additional information you can provide me!

Patti Struchynski  
2806 33rd Street South, Fargo

**Maegin Elshaug**

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**From:** Troy DeWitz <TroyDewitz@butlermachinery.com>  
**Sent:** Monday, June 18, 2018 2:11 PM  
**To:** Maegin Elshaug  
**Subject:** Parkview South Eighth Edition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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Hi, Maegin, I live at 2809 33<sup>rd</sup> St S, just west (on the other side of the street) of the area discussed in your June 15 letter to property owners. From the looks of it, that is the "parkway" between the two rows of houses to the east and west of the detail. Is that correct? Will this land finally be deeded over to the homeowners?

We have a similar situation in our back yard so I'm just curious to see if that is what this is about.

Thank you. Troy & Shirley DeWitz

**Troy DeWitz | Butler Machinery Company | Credit Manager**

3401 33rd St SW | Fargo, ND, 58104 | P 701-298-1749 | C 701-799-3418 | F 701-298-1717

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**Maegin Elshaug**

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**From:** Rod Schauer <rod@completeinvestmentadvisory.com>  
**Sent:** Monday, June 25, 2018 3:29 PM  
**To:** Maegin Elshaug  
**Subject:** Parkview South eight addition

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

Maegin,

I am contacting you concerning a letter that is addressed to property owners in the Bluemont lakes area of town. The reason for my inquiry is we are purchasing a home at 2935 32<sup>nd</sup> St S and are curious about the grassy area to the west and south of the house. My question is are these lots going to be abandoned by the city? Will they homeowners be able to purchase the lots or is there some other outcome that the city is pursuing?

Clarification would be greatly appreciated.

Please Reply,

Rod Schauer ChFC®

COMPLETE INVESTMENT ADVISORY LLC  
3211 Fiechtner Dr. S.  
Suite 6  
Fargo, ND 58103

701-277-9392 phone  
877-351-7640 fax

[rod@completeinvestmentadvisory.com](mailto:rod@completeinvestmentadvisory.com)

[www.completeinvestmentadvisory.com](http://www.completeinvestmentadvisory.com)

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**Maegin Elshaug**

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**From:** Larry Holst <rufusholst@gmail.com>  
**Sent:** Tuesday, July 3, 2018 9:03 AM  
**To:** Maegin Elshaug  
**Subject:** Parkview South Eighth Addition

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

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To Fargo Planning Commission,

Our names are Larry and Marinell Holst and we live at 2807 32<sup>nd</sup> Street South in Fargo. We would like to express our concern for Item 7 on your agenda for the meeting on July 3<sup>rd</sup>. This item addresses an application requesting a Plat Subdivision Waiver for lot sizes in the Parkview South Addition on Lots 1, and 3-16, Block 1.

We understand the application is requesting the City of Fargo to split this city owned property and attach the lots to the Parkview Addition to the west. Our lot joins the city property from the east side and we have mowed and maintained this space since we moved to this home. We purchased our property in 2008 knowing we had this extra green space attached to our lot. This green space was a real attraction for us when we purchased the property and we have enjoyed having this extra space for our outside enjoyment. Our concern is if we no longer have the city owned green space attached to our lot, our outside space will feel much smaller and we feel the value of our property would decrease.

We would like to leave the city property as it is today or if the City of Fargo would like not to own this green space, please consider splitting the property down the middle (north to south) and attach one-half of each lot to the west and one-half to the east.

Thank you considering our concerns.

Larry and Marinell Holst  
2807 32<sup>nd</sup> St. So.  
Fargo, ND 580103

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. Type: Maintenance Certification for Urban Federal Aid Projects for NDDOT

Location: City Wide Hearing: 10/29/2018

Routing Date City Commission 11/5/2018 PWPEC File X Project File Jeremy Gorden

The Committee reviewed the Maintenance Certification for Urban Federal Aid Projects submitted by Division Engineer, Jeremy Gorden. NDDOT requires that Cities maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. The DOT sends this certificate out annually for local governments to approve.

Staff recommends approval of the Maintenance Certification.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Maintenance Certification for Urban Federal Aid Projects for NDDOT and return it signed to them by November 30, 2018.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Maintenance Certification for Urban Federal Aid Projects for NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

Table with 4 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Brenda Derrig, City Engineer; Kent Costin, Finance Director; and Tom Knakmuhs.

ATTEST:

Signature of Brenda E. Derrig, P.E., City Engineer. Includes handwritten note 'FOR BRENDA DERRIG'.

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer-Transportation

**Date:** October 25, 2018

**Subject:** Maintenance Certification for Urban Federal Aid Projects for NDDOT

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I have attached a Maintenance Certification for all of our completed Urban Federal Aid Projects that we received recently from the Local Government Division of the NDDOT. The NDDOT requires that City's maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. Maintenance requirements are spelled out in the project specific Cost Participation and Maintenance Agreement. The NDDOT sends this certificate out annually for local governments to approve.

### Recommended Motion

Approve this Maintenance Certification for the NDDOT and return it signed to them by November 30, 2018.

Attachment

*Street Lighting  
Sidewalks*

*Design & Construction  
Traffic Engineering*

*Truck Regulatory  
Flood Plain Mgmt.*

*Mapping & GIS  
Utility Locations*



# North Dakota Department of Transportation

Thomas K. Sorel  
*Director*

Doug Burgum  
*Governor*

MEMO TO: City Engineer  
FROM: Paul M. Benning, Local Government Engineer *PMB*  
DATE: October 2, 2018  
SUBJECT: Maintenance Certification

Enclosed is the annual Maintenance Certification for urban federal aid projects for you to sign and return to my office by **November 30, 2018**. This certification states that your city is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does **not** need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-2217.

38/sh/sh  
Enclosures



**MAINTENANCE CERTIFICATION  
URBAN FEDERAL AID PROJECT**

North Dakota Department of Transportation, Local Government  
SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:


City Attorney (Type or print)
Signature

City of
Date

City Auditor (Type or print)
Signature

Mayor or President City Commission (Type or print)
Signature

Recommended for approval

City Engineer (Type or print)	Brenda
<i>Tom Knakmuths on behalf of Derrig</i>	
Signature	

NDDOT Contract No. \${FIELD:CONTRACT\_NUMBER}

**North Dakota Department of Transportation  
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT  
LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: \${FIELD:CONTRACT\_MGR\_NAME} Telephone:

**Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.**

**For NDDOT use only.**

**FHWA Authorization date:**

**Project No. \${FIELD:PROJECT\_NUMBER}**

**LPA:**

**Location: \${FIELD:LOCATION}**

**Type of Improvement:**

**Length:**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of \_\_\_\_\_, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed \_\_\_\_\_ percent of the total eligible project cost. The total cost of the project is \$ \_\_\_\_\_, with the LPA's estimated share being \$ \_\_\_\_\_.

**Additional Funding Clause**

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

## PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

## PART II

### Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
  - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
  - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
  - c. Tabulate the bids and send to the LPA.
  - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
  - a. Review bids to determine the lowest responsible bidder.
  - b. Execute the contract.
  - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
  - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
  - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
  - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
  - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

## PART III

### Post Construction:

#### After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
5. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
6. Provide maintenance to the completed project at its own cost and expense.
7. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

#### PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.  
  
If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are

applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

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

Local Government Engineer  
ND Department of Transportation  
608 East Boulevard Avenue  
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SAMPLE

Executed by the LPA of \_\_\_\_\_, North Dakota, the date last below signed.

APPROVED:

\_\_\_\_\_  
CITY/STATES ATTORNEY (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

LPA of \_\_\_\_\_

\*

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 8-17

**CERTIFICATION OF LOCAL MATCH**

It is hereby certified that the LPA of \_\_\_\_\_ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

\_\_\_\_\_  
\_\_\_\_\_

Executed at \_\_\_\_\_, North Dakota, the last date below signed.

**ATTEST:**

\_\_\_\_\_  
AUDITOR (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**APPROVED:**

LPA of \_\_\_\_\_

\_\_\_\_\_  
NAME (TYPE OR PRINT)

\_\_\_\_\_  
SIGNATURE

\*

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

\*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)  
L.D. Approved 4-12-93; 8-17



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

REPORT OF ACTION

22

**UTILITY COMMITTEE**

Project No. WA1510

Type: Sole Source – Electrical Service  
Cass County Electric Cooperative

Location: Water Treatment Plant

Date of Hearing: 10/4/18

<u>Routing</u>	<u>Date</u>
City Commission	11/5/18
Project File	

Troy Hall, Water Utility Director, presented the attached memorandum related a sole source with Cass County Electric Cooperative (CCEC) for electrical improvements at the Sheyenne River Pump Station for the Water Treatment Plant. This electrical work is part of a larger project (WA1510) to improve the reliability of the Sheyenne River Pump Station. The CCEC work was essential to the overall project. The CCEC invoice is \$40,125.98 as was quoted near the beginning of construction of WA1510.


Water Utility staff requests that the sole source with CCEC be paid with Fund 450 – Infrastructure Sales Tax. Project WA1510 was in the 2018 budget and on the 20-year Capital Improvement Plan (CIP). Expenses for this project are eligible for 60 percent cost-share (grant) funding through the North Dakota State Water Commission (SWC).

**MOTION:**

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve the sole source with Cass County Electric Cooperative for electrical improvements at the Sheyenne River Pump Station in the amount of \$40,125.98.

<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				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.				
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			
Brenda Derrig, City Engineer	X			

ATTEST:

  
\_\_\_\_\_  
Troy B. Hall  
Water Utility Director

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

**MEMORANDUM**

October 2, 2018

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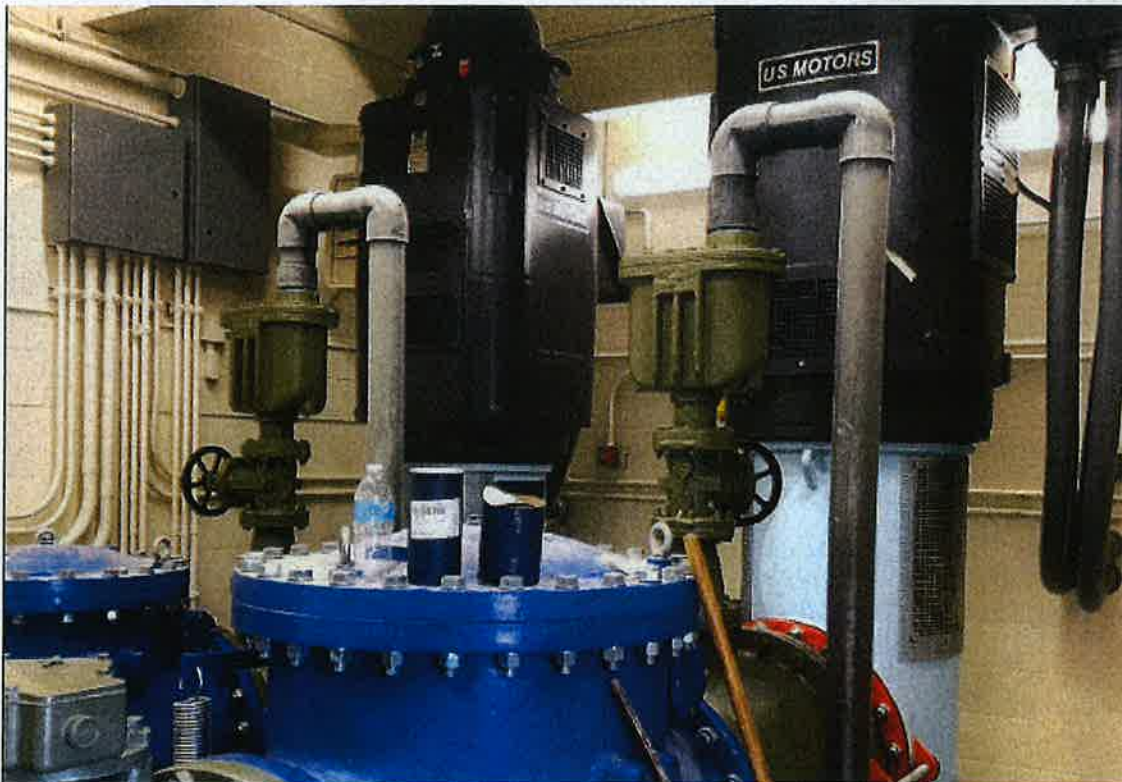
**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Sole Source – Cass County Electric Cooperative for Project WA1510 –  
Sheyenne River Pump Station Improvements

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The Sheyenne River Pump Station Improvements project is nearing completion, Project WA1510. A main purpose of the project has been to improve the electrical reliability of this pump station. During the project, some changes or improvements were needed from the electrical provider. While the cost was not known, electrical provider involvement was anticipated during design prior to construction. Since the pump station is in the Cass County Electric Cooperative (CCEC) service territory, these improvements were completed by CCEC. Water Utility staff received the attached invoice in the amount of \$40,125.98 and is recommended payment at this time.



**New pumps installed in the Sheyenne Pump Station Improvements Project, WA1510.**

**SUGGESTED MOTION:**

Approve sole source with Cass County Electric Cooperative in the amount of \$40,125.98 toward Project WA1510 – Sheyenne River Pump Station Improvements.

Your consideration in this matter is greatly appreciated.



4100 32nd Ave. S.  
 Fargo, ND 58104  
 E-Mail: info@kwh.com  
 Website: www.kwh.com

Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

**INVOICE: 31943**

Invoice Date: 09/25/2018  
 Terms: NET DUE  
 Due Date: 10/25/2018  
 Amount Due: \$ 40,125.98

CITY OF FARGO  
 200 3 ST N  
 FARGO ND 58102

Account: 2551				Page 1 of 1	
Description: Aid to Construction- 52 Av S pumping station					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION Transformer Charge; \$10 per kVA.	250.000	EA	10.0000	2,500.00	
AID TO CONSTRUCTION Amperage Connect Fee; \$1 per amp.	2,000.000	EA	1.0000	2,000.00	
AID TO CONSTRUCTION Line Relocation Charge	1.000	EA	35,625.9800	35,625.98	
MESSAGES			Subtotal:		\$ 40,125.98
			Tax:		\$ 0.00
			Total:		\$ 40,125.98
			Amount Paid:		\$ 0.00
			Amount Due:		\$ 40,125.98

**RETURN BOTTOM PORTION WITH PAYMENT**



4100 32nd Ave. S.  
 Fargo, ND 58104  
 E-Mail: info@kwh.com  
 Website: www.kwh.com

Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

Account:	2551
Invoice:	31943
Due Date:	10/25/2018
Amount Due:	\$ 40,125.98
Amount Of Payment:	_____

Remit To:

CASS COUNTY ELECTRIC CO-OP INC  
 4100 32ND AVE SW  
 FARGO ND 58104

CITY OF FARGO  
 200 3 ST N  
 FARGO ND 58102

REPORT OF ACTION

(23)

**UTILITY COMMITTEE**

Project No. WA1510

Type: Sheyenne Pump Station  
Change Order #2

Location: Sheyenne River Pump Station (52<sup>nd</sup> Ave. S. & Sheyenne River)

Date of Hearing: 11/1/18

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/5/18</u>
Project File	<u>                    </u>

Troy Hall, Water Utility Director, presented the attached memo regarding Change Order #2 for Project WA1510 – Sheyenne River Pump Station Reliability Improvements. Change Order #2 is a cost increase in the amount of \$576 involving one (1) individual change to the project. This change was to reroute a downspout in which there was a routing conflict. Construction costs for this project are eligible for 60% cost-share (grant) funding from the State Water Commission under a 'Regionalization' grant. The remainder is being paid with Infrastructure Sales Tax (Fund 450). With approval, the cost change order percentage under this contract would be 2.01% compared to the bid price. Utility staff recommended approval of Change Order #2.

**MOTION:**

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve Change Order #2 with Swanberg Construction, Inc. in the amount of \$576.

<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				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Brenda Derrig, City Engineer				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

**MEMORANDUM**  
 October 26, 2018

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director *TBH*

**Re:** Project WA1510 – Change Order #2 – Sheyenne Pump Station

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A reliability upgrade project for the Sheyenne River pump station project has been in progress this construction season. At this time, Water Utility staff is recommending approval of Change Order No. 2 with Swanberg Construction, Inc. in the amount of \$576. The one change in this proposal is rerouting and extending a downspout on the electrical building. Please see the attached AE2S letter and supporting documents explaining the changes. With approval, the cost change order percentage under this contract would be 2.01%.



**Sheyenne River Pump Station with new electrical building under construction (Summer 2018).**

This Sheyenne River Pump Station project is a 'Regionalization' project. Construction and construction engineering are eligible for 60% cost-share (grant) funding from the State Water Commission. With the latest reimbursement request, the Water Utility had received nearly \$4 million in grant funding toward 'Regionalization' projects.

**SUGGESTED MOTION:**

Approve Change Order No. 2 with Swanberg Construction, Inc. for Project WA1510 in the amount of \$576.

Your consideration in this matter is greatly appreciated.





October 24, 2018

Troy Hall  
Water Utility Director  
City of Fargo  
Water Treatment Plant  
435 14<sup>th</sup> Ave S  
Fargo, ND 58103-4306

**Re: Change Order No. 2  
Contract No. 1 Sheyenne River Pump Station Improvements  
City of Fargo Project #WA1510**

Dear Troy:

Enclosed please find Change Order No. 2 for the above referenced project for your review and approval. The total Change Order amount is \$576.00. This Change Order pertains to the following changes to the project:

1. Add elbows and extender to downspout on south side of electrical building to provide adequate space between wall conduit and downspout. The downspout was extended to the west side of the condensing unit pad to eliminate water from draining directly on pad.

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

**AE2S**

A handwritten signature in blue ink that reads "Kellen Grubb".

Kellen Grubb  
Project Engineer

Attachments

# Change Order

No. 2

Date of Issuance: 10/24/2018 Effective Date: \_\_\_\_\_

Project: Sheyenne River Pump Station Improvements	Owner: City of Fargo	Owner's Contract No.: WA1510
Contract: Contract No. 1 – General Construction		Date of Contract: 9/26/2017
Contractor: Swanberg Construction, Inc.		Engineer's Project No.: P00803-2013-010

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

Description: See Attachment I, which includes the description of work.

Attachments: Attachment I

### CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,207,000.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. n/a :

\$ 23,631.00

Contract Price prior to this Change Order:

\$ 1,230,631.00

[Increase] [Decrease] of this Change Order:

\$ 576.00

Contract Price incorporating this Change Order:

\$ 1,231,207.00

### CHANGE IN CONTRACT TIMES:

Original Contract  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: Kell J. Hall  
Engineer (Authorized Signature)

Date: 10/24/18

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: [Signature]  
Contractor (Authorized Signature)

Date: 10/24/18

Date: \_\_\_\_\_

REPORT OF ACTION

24

UTILITY COMMITTEE

Project No. WA1301

Type: Project WA1301 Change  
Orders – General Contract

Location: Water Treatment Plant Expansion

Date of Hearing: 11/1/18

<u>Routing</u>	<u>Date</u>
City Commission	11/5/18
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. The total proposed cost increase is \$43,944. In the change order proposals, there are four (4) listed changes. The highest cost item relates to partial irrigation system replacement around the existing WTP. Overall, Water Utility staff suggests that the MWTP construction project is going well. Currently, plant startup is continuing and finished water from the new plant will be delivered to customers soon.

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 4.59% from the original bid price. However, only 3.27% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point and are nearing the end of 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
<b>TOTAL</b>		<b>\$103,690,295.00</b>

The following table shows the overall cost summary of the recommended changes 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.	21	\$43,944.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	N/A	\$0.00
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
<b>TOTAL</b>			<b>\$43,944.00</b>

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.	\$82,732,918.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,276,134.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
<b>TOTAL</b>		<b>\$108,450,404.43</b>

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 Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders with the General Contractor in the a total amount of \$43,944.00 for Membrane Water Treatment Plant construction.

<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				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
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			
Brenda Derrig, City Engineer				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

## MEMORANDUM

October 26, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director **TBH**

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 one of the three contracts at this time. A letter 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
<b>TOTAL</b>		<b>\$103,690,295.00</b>

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.	\$82,688,974.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,276,134.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
<b>TOTAL</b>		<b>\$108,406,460.43</b>

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>No.</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	21	\$43,944.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	N/A	\$0.00
No. 3 – Electrical Construction	JDP Electric, Inc.	N/A	\$0.00
<b>TOTAL</b>			<b>\$43,944.00</b>

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.	\$82,732,918.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$8,276,134.38
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,441,352.00
<b>TOTAL</b>		<b>\$108,450,404.43</b>



View of Microfiltration/Ultrafiltration room on the main level of the MWTP. Concrete floor is sealed and area has been mostly cleaned up of construction debris. Photo from October 2018.

**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: **4.55%**
- Adjusted Value Prior to Current CO Recommendations: **3.23%**
- After Current CO Recommendations: **4.59%**
- Adjusted Value After Current CO Recommendations: **3.27 %**
- Total Adjusted Value Dollar Amount: \$1,369,585 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)
  - Black & Veatch contribution to HVAC Changes: \$163,000

Since the MWTP construction project is approaching completion and through a number of the higher risk project components for change orders, Water Utility personnel think the project is at a 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 – **Complete**
- Process Piping, Building Electrical, and Mechanical Piping – **Nearly Complete**
- Exterior Landscaping, Paving, and Site Work – **Nearly Complete**

Startup process equipment has been in progress for several months. The MWTP is nearly operational as of October 2018. At this time, construction is occurring mostly in the interior of the building, including electrical installation, room finishes, painting, clean up, punch-list items, and minor start-up related modifications.

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 – 7<sup>th</sup> 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	Miscellaneous Changes to MF/UF System	\$17,432.00	Variety of Reasons
2	Replace Irrigation (Cost split between City & Contractor)	\$22,067.00	Damaged/Aged System
3	Fire Extinguisher for Electric Room	\$1,271.00	Not in Plans/Specs
4	Residuals Building Drain Line Replacement	\$3,174.00	Dewater Vault
<b>Total – Contract No. 1 Change for Change Order No. 21</b>		<b>\$43,944.00</b>	

Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$43,944.00 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 in the total amount of \$43,944.00 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.





October 26, 2018

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

**Re: Change Order No. 21**  
**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. 21 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. Multiple changes will be made to the MF/UF system including valve/drain spools for the two level instruments, additional support and fittings for new level transmitters on each basin, added sample quills on each pump discharge line, and rerouting of the site gauge on the neutralization tank to avoid a conflict with the containment wall.
2. The irrigation system on the east and west sides of the existing WTP will be replaced with a portion of the replacement cost covered by the contractor.
3. Fire extinguishers were not originally included in the electrical room and need to be added.
4. The existing broken drain line from the finished water line vault will be replaced and routed to the nearest storm drain catch basin.

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

<u>Item</u>	<u>Cost</u>
1. PCO 270 – Misc Changes to MF/UF	\$17,432.00
2. PCO 349 – Replace Irrigation	\$22,067.00
3. PCO 374 – Fire Extinguishers for Elec Room	\$1,271.00
4. PCO 375 – Residuals Building Drain Line Replacement	\$3,174.00
<b>Total for Change Order No. 21 =</b>	<b>\$43,944.00</b>

Mr. Troy Hall

Re: Change Order No. 21

Contract No. 1 Fargo Membrane WTP and Improvements

City of Fargo Project #WA1301

October 26, 2018 Page 2 of 2

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Upon the City of Fargo's acceptance of Change Order No. 21, 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

# Change Order

No. 21

Date of Issuance: 11/05/2018 Effective Date: 11/05/2018

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:

\$ 80,044,884.00

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. 1 to No. 20 :

\$ 2,644,090.05

~~[[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:

\$ 82,688,974.05

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:

\$ 43,944.00

~~[[Increase] [Decrease]~~ of this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ 82,732,918.05

Contract Times with all approved Change Orders:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

REPORT OF ACTION

25

**UTILITY COMMITTEE**

Project No. NA

Type: Contract Time Extension  
Guarantee Cost Program

Location: Water Treatment Plant

Date of Hearing: 11/1/18

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/5/18</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. Compared to 2018 rates, there will be a 5% increase for applicable plant flows up to 17 million gallons per day (MGD). There will be a 10% increase for applicable plant flow above 17 MGD. Costs for this contract are factored into the 2019 water treatment budget.

**MOTION:**

On a motion by Ben Dow, seconded by Jim Hausauer, 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				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
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			
Brenda Derrig, City Engineer				

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

MEMORANDUM

October 26, 2018

To: Utility Committee

From: Troy Hall, Water Utility Director and ~~TBA~~ Brian Ward, Water Plant Superintendent

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 26, 2018). According to the attached letter, it is projected that Aqua-Pure will finish 2018 in the red due to poor source water quality, higher plant flows with West Fargo, and other factors. For 2019, a tiered approach for pricing is being proposed based on plant flows. A higher price would be charged for higher flows in the Lime Softening Water Treatment Plant (LSWTP). Usage of the Membrane Water Treatment Plant (MWTP) will help limit charges at the higher rate. Previously, 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. According the Aqua-Pure proposal, the rates would be as follows:

**Normal flows of 8 MGD to 17 MGD – Prices will increase by 5% over the present contract - \$26.175 per million gals for presed and \$13.635 per million gals for the softening basins.**

**Flow rates over 17 MGD – Prices will increase by 10% over the present contract - \$27.422 per million gals for presed and \$14.285 per million gals for the softening basins.**

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 contract. 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. It is likely that we will need to explore other options in addition to Aqua-Pure in the future.

**Plan of Financing**

Funding for the products under this contract is from the Water Treatment budget (Account: 501-3051-441.65-10). The Guaranteed Cost Program costs are factored into the 2019 budget.

**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 18, 2018

Mr. Troy Hall  
Mr. Brian Ward  
**FARGO FILTRATION PLANT**  
435 14<sup>th</sup> Ave. S.  
Fargo, ND 58103

**SUBJECT: CONTRACT EXTENSION FOR 2019**

Gentlemen,

The present "Guaranteed Cost" contract between the City of Fargo and AQUA-PURE INC. will expire at the end of the year 2018. This past year was a difficult one as we had much higher than normal flow rates and the river water quality was the worst that we have seen it in the 30+ years that I have worked with the City of Fargo. To date we are \$40,000 in the red due to excessive chemical feed to maintain the parameters that were established in the contract. By years end we anticipate being about \$15,000 in the red assuming that water conditions maintain. Some of these costs can be offset in the coming year by being prepared better on our part for what conditions we saw this year. In addition to the increased flow rates and water quality changes we were hit with freight increases (about 20%) and chemical cost increases (15%). This is the first year in the 15+ years on the "Guaranteed Cost" contract that we have experienced any loses so for the long haul it has been good for both parties.

AQUA-PURE INC will give a one year extension on the "Guaranteed Cost" contract. Pricing will increase by 5% due to chemical cost and freight increases. The 5% will be in effect based on normal flow rates. Normal flow rates are considered to be in the 8 MGD to 17 MGD range. Average flow rate above the normal range for the month will see a 10% price increase.

**Normal flows of 8 MGD to 17 MGD – Prices will increase by 5% over the present contract - \$26.175 per million gals for presed and \$13.635 per million gals for the softening basins.**

**Flow rates over 17 MGD – Prices will increase by 10% over the present contract - \$27.422 per million gals for presed and \$14.285 per million gals for the softening basins.**

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](mailto:gallenreck@aol.com)  
218-790-0092

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. BN-19-A1  
NDDOT Project # SU-8-984(164), PCN 22007

Type: Joint Powers Agreement w/ Southeast Cass  
Water Resource District & Cass County

Location: 52<sup>nd</sup> Ave S, 45<sup>th</sup> St to 63<sup>rd</sup> St

Date of Hearing: 10/29/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/5/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding approval of the Joint Powers Agreement with Southeast Cass Water Resource District and Cass County for Drain 27 Bridge work associated with the 52<sup>nd</sup> Avenue South Street reconstruction project.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Joint Powers Agreement between the City of Fargo, Cass County, and Southeast Cass Water Resource District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Joint Powers Agreement between the City of Fargo, Cass County, and Southeast Cass Water Resource District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, City of West Fargo, Cass County Hwy Dept, SE Cass Water Resource District & Special Assessments

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

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


COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer

FOR BRENDIA DERRIG



## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer-Transportation

**Date:** October 25, 2018

**Subject:** Joint Powers Agreement with Southeast Cass Water Resource District, Cass County and City of Fargo for Drain 27 Bridge work associated with the 52<sup>nd</sup> Avenue S Street Reconstruction Project  
City of Fargo Improvement District No. BN-19-A

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Attached is the 52nd Avenue Reconstruction Joint Powers Agreement between the City of Fargo, Cass County, and SE Cass WRD. This Agreement has been properly vetted by all parties and is now ready for approvals. SE Cass WRD met earlier this month to approve the agreement. Cass County will be approving it at their November 5 meeting. This project is set to be bid on November 9 in Bismarck and be constructed in the 2019 calendar year.

### Recommended Motion

Approval of Joint Powers Agreement with Southeast Cass Water Resource District and Cass County for Drain 27 Bridge work associated with the 52nd Avenue South Street Reconstruction Project.

Attachment

## JOINT POWERS AGREEMENT

**THIS AGREEMENT** is entered into by the Southeast Cass Water Resource District, a North Dakota political subdivision (the "District"); County of Cass, North Dakota, a North Dakota political subdivision (the "County"); and the City of Fargo, North Dakota, a North Dakota political subdivision (the "City").

### RECITALS

A. The District owns and operates Cass County Drain No. 27 ("Drain 27"), a legal assessment drain under Chapter 61-16.1 of the North Dakota Century Code.

B. The City operates and maintains that portion of 52nd Avenue South ("52<sup>nd</sup> Avenue") within its city limits, and the County operates and maintains 52nd Avenue outside of the City.

C. The City and the County plan to reconstruct 52nd Avenue from County Road 17 to 45th Street South, including reconstruction of a bridge over Drain 27 (the "Bridge"); attached as **Exhibit A** is a map of the Bridge and the proposed bridge reconstruction project (the "Bridge Project").

D. Under N.D. Cent. Code § 61-16.1-43, whenever construction or reconstruction of a bridge or culvert that intersects or crosses a legal assessment drain on a county or township road is necessary, the District must provide 60% of the costs and the County must provide 40% of the costs.

E. The County currently owns, operates, and maintains the Bridge, but the County and the City have agreed that, following the Bridge Project, the City will take ownership of the Bridge; with that in mind, the County and the City are constructing the Bridge Project to meet North Dakota Department of Transportation ("NDDOT") specifications for bridges.

F. The County and the City have requested cost-share from the District regarding the Bridge Project, in accordance with Section 61-16.1-43; the District is willing to provide its 60% cost-share, but only to the extent necessary to meet the County's bridge standards for rural bridges on County or township roads, and not to meet the higher bridge standards of the City.

G. Under N.D.C.C. § 54-40.3-01, the District, the County, and the City have the authority to enter into a joint powers agreement to provide for the cooperative administration of a project, and the parties wish to enter into this Agreement to provide the parties' duties and obligations regarding the development, design, financing, funding, construction, operation, and maintenance of the Bridge Project.

In consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

*Joint Powers Agreement  
Southeast Cass Water Resource District  
Cass County  
City of Fargo  
52nd Avenue Reconstruction Project*

**AGREEMENT**

1. **The Bridge Project.** The District, the County, and the City agree the Bridge Project is necessary, both to ensure proper drainage within Drain 27 for the benefit of the Drain 27 watershed, and for purposes of completing the reconstruction of 52nd Avenue from County Road 17 to 45th Street South. The parties will cooperate to develop, establish, construct, administer, finance, fund, and maintain the Bridge Project as provided in this Agreement.
  
2. **The District's Cost-Share Obligations.** The BRIDGE BID SHEET attached as **Exhibit B** is an estimate of the costs of the Bridge Project. In accordance with Section 61-16.1-43, the District will provide its 60% cost-share for the costs of constructing or reconstructing the Bridge to meet the County's standards for bridges on rural County or township roads. The estimate contained in the BRIDGE BID SHEET includes the estimated cost for the full Bridge Project, including all costs necessary to meet the City's bridge specifications, as well as the estimated cost of reconstructing the Bridge to meet the County's standards for bridges on rural County or township roads (the "Typical County Bridge Estimate"). The Typical County Bridge Estimate is \$810,260; therefore, the District will provide its 60% cost-share for the Bridge Project in the total maximum amount of \$486,156. The City is administering the Bridge Project; with that in mind, following completion of the Bridge Project, the City will prepare an Engineer's Statement of Costs that outline final project costs and provide copies to the District and the County; in the event the Bridge Project costs less than anticipated, and the Engineer's Statement of Costs indicates a reduction of the Typical County Bridge Estimate, the District's 60% cost-share obligations will similarly decrease. However, even if the Bridge Project costs exceed the estimated costs, in no event will the District's cost-share obligation exceed \$486,156. Following the District's receipt of the City's Engineer's Statement of Costs, the District will provide its cost-share to the City within 60 days. Upon completion of the Bridge Project, ownership of the Bridge will transfer from the County to the City, and the City will be solely responsible for the ownership, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Bridge. The District will not have any additional responsibility for cost-share regarding the Bridge or the Bridge Project, and will not have any other obligations regarding the Bridge. The City will not operate, construct, reconstruct, repair, maintain, modify, replace, or improve the Bridge in any manner that interferes with Drain 27.

***Joint Powers Agreement  
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City of Fargo  
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3. **The District's Obligations.** In addition to the District's cost-share obligations under this Agreement, the District will perform the following regarding the Bridge Project:
  - a) cooperate with the City and the County regarding the design of the Bridge Project;
  - b) review the City's design of the Bridge Project;
  - c) continue to own, operate, construct, reconstruct, repair, maintain, modify, replace, and improve Drain 27 as a legal assessment drain; and
  - d) comply with all applicable laws regarding the District's obligations under this Agreement.
  
4. **The County's Obligations.** The County will perform the following regarding the Bridge Project:
  - a) cooperate with the City and the District regarding the design of the Bridge Project;
  - b) review the City's design of the Bridge Project;
  - c) contribute \$500,000 to the Bridge Project; and
  - d) comply with all applicable laws regarding the County's obligations under this Agreement.
  
5. **The City's Obligations.** The City will perform the following regarding the Bridge Project:
  - a) develop and design the Bridge Project, subject to approval by the District and the County;
  - b) obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Bridge Project;

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- c) following approval of the design of the Bridge Project by the County and the District, administer and construct the Bridge Project, including bidding, awarding of contracts, and administration of contracts, in accordance with the Bridge Project design approved by the District and the County;
  - d) acquire any additional right of way necessary for the Bridge Project, including the necessary title to all land, easements, and other property interests, as well as any fixtures, equipment, or personal property, as necessary for the Bridge Project;
  - e) following approval of the design of the Bridge Project by the County and the District, construct the Bridge Project, in accordance with the final design approved by the District and the County;
  - f) pay all costs related to the Bridge Project not paid by the District and the County;
  - g) following construction of the Bridge Project in accordance with the design approved by the County and the District, own, operate, construct, reconstruct, repair, maintain, modify, replace, and improve the Bridge and 52nd Avenue, in a manner that does not interfere with Drain 27; and
  - h) comply with all applicable laws regarding the City's obligations under this Agreement.
6. **Joint Obligations.** The District, the County, and the City will share responsibility regarding the following obligations for the Bridge Project:
- a) cooperate regarding the City's obligations to obtain all necessary permits, licenses, registrations, and approvals from all applicable federal, state, and other applicable government entities regarding the Bridge Project;
  - b) cooperate regarding the design of the Bridge Project;
  - c) execute other reasonable documents and agreements as necessary to accomplish the objectives of this Agreement;
  - d) provide each other with reasonable assistance as necessary or as requested in the performance of the parties' obligations under this Agreement; and
  - e) mutually agree which party will be responsible for any other obligations regarding the Bridge Project not identified in this Agreement.

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7. **Project Access Rights.** The Bridge Project is located on property owned by the District. Under this Agreement, the District grants and conveys to the City and the County a non-exclusive license over the District's right of way for purposes of constructing the Bridge Project, and to the City for purposes of operating, constructing, reconstructing, repairing, maintaining, modifying, replacing, and improving the Bridge and related improvements on the property identified in **Exhibit C** (the "License Property"). The District will continue to own the License Property; the access rights granted to the City and the County by the District for purposes of the Bridge Project under this Agreement constitute a license, revocable by the District for cause or for protection of Drain 27, and the license does not create for or on behalf of the City or the County any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the City's or the County's entry upon or use of the License Property. The City's and the County's access rights are limited to access, ingress and egress rights upon, over, and across the License Property, including the right to construct the Bridge Project. With the exception of the City's additional access rights regarding future ownership of the Bridge as identified in this Agreement, neither the City nor the County may use the License Property for any other purpose, and the City's and the County's use, access, ingress and egress rights will not disrupt or interfere with Drain 27 or the District's use of the License Property.
  
8. **Bridge Access Rights.** The Bridge is located on property owned by the District. Under this Agreement, the District grants and conveys to the City a non-exclusive license over the District's right of way for purposes of operating, constructing, reconstructing, repairing, maintaining, modifying, replacing, and improving the Bridge and related improvements on the License Property, and grants the City, as well as the public and the City's invitees, at the City's discretion, to utilize the Bridge on the License Property for access as a City street. The District will continue to own the License Property; the access rights granted to the City by the District for purposes of the Bridge under this Agreement constitute a license, revocable by the District for cause or for protection of Drain 27, and the license does not create for or on behalf of the City any interest or estate of any kind in the License Property, either by virtue of this Agreement or by the entry upon or use of the License Property by the City, the public, or the City's invitees. Neither the City, nor the public or the City's invitees, may use the License Property for any other purpose, and any use as a public street will not disrupt or interfere with Drain 27 or the District's use of the License Property. The District will not be liable or responsible for any duties or obligations regarding operation of the Bridge or 52nd Avenue, nor will the District be liable or responsible for any injuries or damages regarding the public's use of or entry upon the License Property as a public street.

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9. **Indemnity.** The City will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, consultants, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the use, operation, construction, reconstruction, repair, maintenance, modification, replacement, and improvement of the Bridge or the License Property by the City or the City's officers, agents, representatives, employees, consultants, or contractors, or any of the City's other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the License Property by the City or the City's officers, agents, representatives, employees, consultants, and contractors, or any of the City's other invitees; or any act, error, or omission of the City or the City's officers, agents, representatives, employees, consultants, contractors, or any of the City's other invitees, including any failure to perform under this Agreement.
10. **Consultant Costs.** The parties will be responsible for paying their own consultants regarding their various obligations under this Agreement.
11. **Drain 27.** The parties understand and agree Drain 27 is a public facility that provides drainage benefits, flood protection, and other important public benefits to residents of Cass County, including the City and the County, and further agree the District's use of Drain 27, including the License Property, as a drainage and flood protection facility takes priority over any other use of the License Property, including the City's or the County's use of the License Property for purposes of the Bridge Project. The parties further understand and agree Drain 27 is subject to certain laws, rules, regulations, requirements, and directives under the jurisdiction of the United States Army Corps of Engineers ("COE"), the Federal Emergency Management Agency ("FEMA"), and the North Dakota State Engineer ("OSE"), and the City's or the County's use of Drain 27 right of way for purposes of the Bridge Project is subject to any applicable laws, rules, regulations, requirements, or directives from or regarding COE, FEMA, or OSE; the District does not have any control over, and does not make any representations or warranties regarding, COE, FEMA, or OSE, or the City's or County's use of, or inability to use, the License Property for purposes of the Bridge Project. The District will not unreasonably interfere with the Bridge Project or the City's or the County's rights under this Agreement. However, the District's priority use of Drain 27 as a drainage and flood protection facility purposes may require and include disruptions or interference with the Bridge Project. The District has not made any warranties, express or implied, that the License Property is now, or will be in the future, suitable for the Bridge Project, or regarding the condition of

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the License Property or the Bridge, and the District has not made any other representations, warranties, or promises regarding the License Property or the Bridge.

12. **Improvements and Repairs.** Any reconstruction, improvements, repairs, or maintenance on the License Property by the City or the County, including the Bridge Project, are subject to the following:
- a) neither the City nor the County will construct or install, or permit any third party to construct or install, any improvement on the License Property without prior consent from the District;
  - b) neither the City nor the County will construct, or permit any third party to construct, any structural repair, modification, or improvement to the Bridge that require excavation on the License Property, without prior consent from the District;
  - c) the City and the County will design and construct any future improvements to the Bridge in a manner that ensures the Bridge will not interfere with Drain 27;
  - d) with the exception of the Bridge Project and related appurtenances, neither the City nor the County will construct any improvements in, upon, under, over, across, or through any portion of the License Property; place any fixtures, equipment, or other personal property on any portion of the License Property; encumber any portion of the License Property; or otherwise alter any portion of the License Property without prior consent from the District; and
  - e) the City and the County will promptly cease any activity and remove any structure or obstruction that interferes with the District's use of the License Property or with Drain 27, at the expense of the responsible party.
13. **Utilities.** Neither the City nor the County will construct or install any utility, including but not limited to, sanitary sewer lines, storm sewer, electric power, telephone, cable, television, fiber optic, internet, communication, data transmission, oil, natural gas, water, or other utility lines or facilities, on, over, in, across, under, or through any portion of the Bridge Project or the License Property without obtaining a UTILITY PERMIT from the District. In addition, the City and the County will require any third party to obtain a UTILITY PERMIT from the District before permitting any party to construct or install any



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utility line or facility on, over, in, across, under, or through any portion of the Bridge Project or the License Property.

14. **Duty to Repair and Remedies.** The City and the County will repair the License Property and will repair or replace any of the District's other structures, facilities, right of way, or any other property owned by the District, including Drain 27, damaged as a result of the Bridge Project or otherwise damaged as a result of any entry upon or use of the License Property by the City, the County, or any of their respective contractors, licensees, or other invitees. The City and the County will otherwise repair and return the License Property as near as practicable to its original condition following any disturbance or damages, at the expense of the City or the County. If the City or the County fails to repair or replace within a reasonable time following request or demand from the District, the District may perform the City's or the County's obligations and the City or the County will reimburse the District for all of the District's costs and expenses.
15. **Contractor Indemnity.** All of the City's and the County's contracts with any contractors performing any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Bridge Project will require each contractor to release, defend, indemnify, and hold harmless the District, the County, and the City, and those parties' officers, employees, agents, consultants, subcontractors, and representatives, from and against any and all claims, losses, liabilities, damages, expenses, demands, suits, fines, judgments, costs, expenses, and fees (including all fees and charges of attorneys, engineers, and other professionals and all court, arbitration, mediation, or other resolution costs) arising out of or relating to any act or omission of any contractor regarding any design, construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the Bridge Project, including all costs, expenses, and fees incurred by the District, the County, and the City in establishing and litigating the existence, scope, or any other matters relating to each contractor's obligations to release, defend, indemnify, and hold harmless. Those contractors' obligations to defend will be free of any conflicts of interest, even if retention of separate legal counsel is necessary.
16. **Insurance.** Before permitting any contractor to enter upon the License Property, the City will require each contractor to deliver to the City copies of the insurance policies and endorsements required under this Agreement, and will otherwise ensure all requisite evidence that the insurance required under this Agreement is in full force and effect. All contracts with any contractors will require each contractor to provide insurance policies and endorsements in accordance with NDDOT requirements.

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17. **Remedies.** If the City or the County fail to perform any of their respective obligations under this Agreement within a reasonable time following request or demand from the District, the District may perform the City's or the County's obligations and the responsible party will reimburse the District for all of the District's costs and expenses. The District's remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any and all other remedies available to the District under North Dakota law. The City and the County will reimburse the District for all of the District's other costs and expenses incurred in enforcing, collecting, or attempting to collect under this Agreement, or incurred in litigating the terms or validity of this Agreement.
18. **Term.** The parties' respective rights and obligations under this Agreement will commence upon its execution, and this Agreement will only terminate if necessary to protect the integrity of Drain 27 as a drainage and flood protection facility; as necessary to comply with any laws, rules, regulations, requirements, or directives of COE, FEMA, OSE, the State of North Dakota, or any other federal or state agency with regulatory jurisdiction over Drain 27; or in the event of an uncured default by the City or the County. The District must give the City and the County reasonable notice, not less than 2 years, prior to termination. In the event of any termination, and in the event removal or relocation of the Bridge is necessary, the City will remove or relocate the Bridge and associated appurtenances at no expense to the District.
19. **Forbearance.** The failure or delay of any party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.
20. **Severability.** If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.
21. **Successors.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

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22. **Applicable Law.** This Agreement will be construed in accordance with and governed by North Dakota law.
23. **Assignment.** None of the parties may transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other parties.
24. **Amendments.** Any modifications or amendments of this Agreement must be in writing and signed by all parties to this Agreement.
25. **Interpretation.** This Agreement will be construed as if prepared by all three parties.
26. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
27. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.
28. **Effective Date.** This Agreement will become effective on the date of execution by the last party to sign.

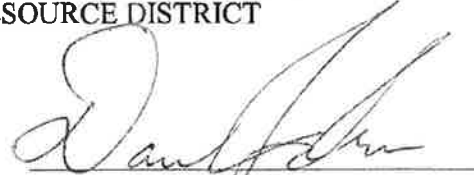
***[Signatures appear on the following pages.]***

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SOUTHEAST CASS WATER  
RESOURCE DISTRICT

By:

  
\_\_\_\_\_  
Dan Jacobson, Chair

ATTEST:

  
\_\_\_\_\_  
Carol Harbeke Lewis  
Secretary-Treasurer

Date: October 9, 2018

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CASS COUNTY COMMISSION

By: \_\_\_\_\_  
Rick Steen, Chair

ATTEST:

\_\_\_\_\_  
Michael Montplaisir  
Cass County Auditor

Date: \_\_\_\_\_, 2018

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CITY OF FARGO

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague  
City Auditor

Date: \_\_\_\_\_, 2018

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**EXHIBIT A**

**MAP OF THE BRIDGE PROJECT**

(1 page attached)

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**EXHIBIT B**

**52ND AVENUE SOUTH RECONSTRUCTION PROJECT  
BRIDGE BID SHEET**

(1 page attached)



52nd Ave S Street Reconstruction Project

BRIDGE BID ITEMS

SPEC CODE	ITEM DESCRIPTION	Quantities				Total	Unit	Costs		Total			
		EB	WB	WB	Total			Eastbound	Westbound				
202	0105 REMOVAL OF STRUCTURE	L SUM	0.5	0.5	1	\$	10,000.00	\$	5,000.00	\$	10,000.00		
210	0099 CLASS 1 EXCAVATION	L SUM	0.5	0.5	1	\$	10,000.00	\$	5,000.00	\$	10,000.00		
210	0111 CLASS 2 EXCAVATION	L SUM	0.5	0.5	1	\$	5,000.00	\$	2,500.00	\$	5,000.00		
210	0127 CHANNEL EXCAVATION	L SUM	0.5	0.5	1	\$	25,000.00	\$	12,500.00	\$	25,000.00		
210	0411 FOUNDATION PREPARATION	L SUM	0.5	0.5	1	\$	40,000.00	\$	20,000.00	\$	40,000.00		
256	0200 RIPRAP GRADE II	CY	361	361	722	\$	60.00	\$	21,660.00	\$	43,320.00		
258	0100 CONCRETE SLOPE PROTECTION	SY	226	226	452	\$	115.00	\$	25,990.00	\$	51,980.00		
602	0130 CLASS AAE-3 CONCRETE	CY	224.8	224.8	449.6	\$	900.00	\$	202,320.00	\$	404,640.00		
602	1130 CLASS AE-3 CONCRETE	CY	194.8	194.9	389.7	\$	800.00	\$	155,840.00	\$	311,760.00		
602	1133 CONCRETE BRIDGE APPROACH SLAB	SY	282.2	282.2	564.4	\$	325.00	\$	91,715.00	\$	183,430.00		
602	1220 SINGLE SLOPE BARRIER	LF	337.8	337.8	675.6	\$	165.00	\$	55,737.00	\$	111,474.00		
604	1250 PENETRATING WATER REPELLANT TREATMENT	SY	602	602	1,204	\$	5.00	\$	3,010.00	\$	6,020.00		
612	0115 PRESTRESSED BOX BEAM-27IN	LF	822.5	822.5	1,645	\$	210.00	\$	172,725.00	\$	345,450.00		
612	0115 REINFORCING STEEL-GRADE 60	LBS	18,059	18,073	36,132	\$	1.50	\$	27,088.50	\$	54,198.00		
612	0116 REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	46,583	46,583	93,166	\$	1.50	\$	69,874.50	\$	139,749.00		
616	5890 STRUCTURAL STEEL	L SUM	0.5	0.5	1	\$	8,000.00	\$	4,000.00	\$	8,000.00		
622	0012 STEEL H-PILE TIPS 10 X 42	EA	12	12	24	\$	100.00	\$	1,200.00	\$	2,400.00		
622	0014 STEEL H-PIPING POINTS 12 X 53	EA	16	16	32	\$	115.00	\$	1,840.00	\$	3,680.00		
622	0020 STEEL PILING HP 10 X 42	LF	1,020	1,020	2,040	\$	60.00	\$	61,200.00	\$	122,400.00		
622	0040 STEEL PILING HP 12 X 53	LF	1,280	1,280	2,560	\$	65.00	\$	83,200.00	\$	166,400.00		
624	0123 PEDESTRIAN RAILING	LF	80	80	160	\$	100.00	\$	8,000.00	\$	16,000.00		
624	0151 RAILING	LF	216	216	432	\$	50.00	\$	10,800.00	\$	21,600.00		
709	0155 GEOSYNTHETIC MATERIAL TYPE RR	SY	722	722	1,444	\$	2.25	\$	1,624.50	\$	3,249.00		
752	0850 ORNAMENTAL FENCE	LF	216	216	432	\$	225.00	\$	48,600.00	\$	97,200.00		
930	3000 BRIDGE BENCH MARKS	SET	0.5	0.5	1	\$	2,000.00	\$	1,000.00	\$	2,000.00		
930	9537 ABUTMENT UNDERDRAIN SYSTEM	EA	2	2	4	\$	7,500.00	\$	15,000.00	\$	30,000.00		
								\$	1,107,424.50	\$	1,107,525.50	\$	2,214,950.00
								\$	221,495.00	\$	10% Contingency	\$	221,495.00
								\$	2,436,445.00	\$	Estimated Construction Cost	\$	2,436,445.00

10% Contingency  
Estimated Construction Cost

Cost/SF	Square Ft	Total
\$	5080	\$ 145
\$		\$ 736,600
\$		\$ 73,660.0
\$		\$ 810,260
\$		\$ 10% Contingency
\$		\$ Total

\$ 486,156.0 60% SE Cass Water Resource District  
\$ 324,104.0 40% County/City

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**EXHIBIT C**

**THE LICENSE PROPERTY**

(1 page attached)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. BR-18-A1/BR-19-A1

Type: Main Avenue Street Reconstruction Update

Location: Main Ave – 2<sup>nd</sup> St to Univ Dr

Date of Hearing: 10/29/2018

<u>Routing</u>	<u>Date</u>
City Commission	11/5/2018
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding the need to break the project into two separate projects. The eastern portion of the project would bid on March 9, 2019 and the western portion in October or November of 2019. Due to the significant amount of easements the project will require with BNSF and with this being a large and complicated project, we believe that completing this work over two construction seasons would be best.

Staff is recommending the creation of two projects to complete the Main Avenue reconstruction.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend the separation of BR-18-A1 and complete the reconstruction of Main Avenue as two projects.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the separation of BR-18-A1 to complete the reconstruction of Main Avenue as two projects with the eastern portion (BR-18-A1) being bid on March 9, 2019 and the western portion (BR-19-A1) to be bid in the fall of 2019.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, NDDOT, Special Assessments, and City Utility Funds

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

COMMITTEE

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

ATTEST:



Brenda E. Derrig, P.E.  
City Engineer

FOR BRENDAN DERRIG

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer-Transportation

**Date:** October 25, 2018

**Subject:** Main Avenue Street Reconstruction Update  
City of Fargo Improvement District No. BR-18-A1  
Main Avenue – 2<sup>nd</sup> Street to University Drive

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Staff has been working diligently on the Main Avenue design since August, coordinating with the NDDOT, SRF Consulting, and adjacent property owners. The project is set to bid on March 9<sup>th</sup> in Bismarck, with final plans due January 4, 2019. There are a significant amount of easements from BNSF as part of the project, and the discussions have just begun with them. As such, we have decided to break the project into two separate projects divided at the west side of the Broadway intersection. We plan to bid the eastern portion on March 9, 2019, and the western portion in October or November of 2019. The eastern portion has only one easement required from BNSF, hence the reason to complete this portion first. We believe that completing this work over two construction seasons is best, as this project is a large and complicated project with some potential unknowns underground once the contractor starts replacing the water and sewer mains along the corridor.

### Recommended Motion

Concur with the staffs plan to break the project into two separate projects, at the west side of the Broadway intersection, and plan to bid the eastern portion on March 9, 2019, and the western portion in October or November of 2019.

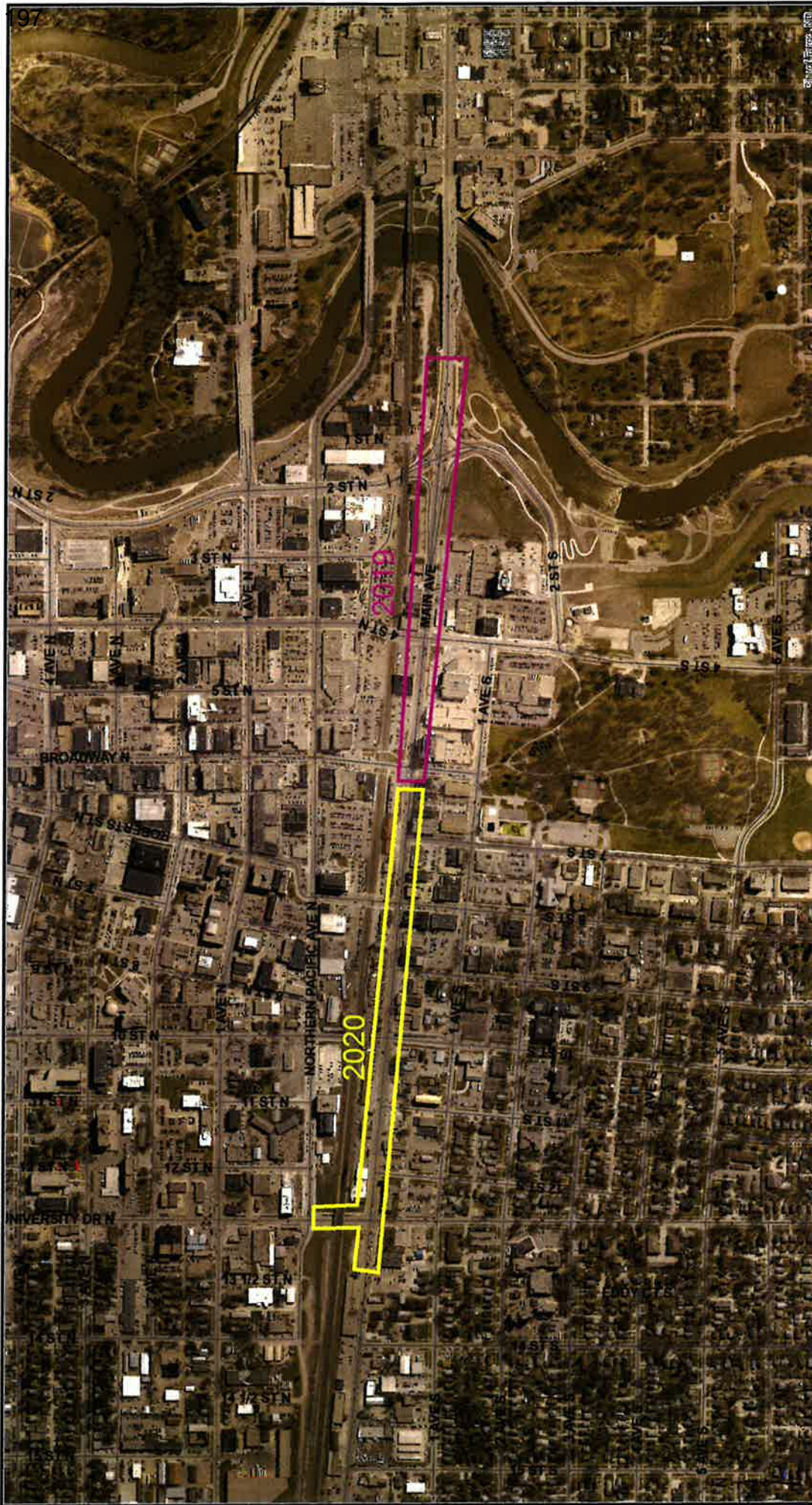
Attachment

*Street Lighting  
Sidewalks*

*Design & Construction  
Traffic Engineering*

*Truck Regulatory  
Flood Plain Mgmt.*

*Mapping & GIS  
Utility Locations*



City of Fargo, ND



# Main Ave Phasing

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:9,028

10/25/2018 9:55:06 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(30)

Improvement District No. NN-17-A1 Type: Time Extension (CO #1)  
 Location: Laverne's Addition Date of Hearing: 10/29/2018

Routing Date  
 City Commission 11/5/2018  
 PWPEC File X  
 Project File Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension for Jensen Brothers Construction due to supplier delays. Modifications to the lift station structure resulted in a delay as well as the delivery of the pumps being delayed by the pump provider, Electric Pump. All other contract items not related to the pumps will be completed by October 31<sup>st</sup>, 2018.

Staff is recommending approval of the time extension as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 31, 2018	-	Substantial – November 15, 2018 (pumps)
Final – June 15, 2019	-	December 31, 2018 (gates)

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #1) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #1).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 City Engineer  
 For BRENDIA DERRIG

## Memorandum

**To:** PWPEC  
**From:** Rob Hasey, Civil Engineer I, Storm Sewer Utility  
**Cc:** Jody Bertrand, Division Engineer  
**Date:** 10/29/2018  
**Re:** Improvement District #NN-17-A1 – Change Order #1

**Background:**

Improvement District #NN-17-A1 is for the installation of a storm sewer lift station, a retention pond to supply the lift station and for an earthen levee around the Laverne's Addition located north of 19<sup>th</sup> Avenue North and east of 45<sup>th</sup> Street.

The Contractor is asking for a time extension due to supplier delays. Modifications to the lift station structure resulted in a delay for the sluice & flap gates. The openings for the pipes entering and exiting the box culvert structure were needed prior to approving the sluice and flap gates so the bolts holding the gates to the walls could be drilled into the box culvert structure. Gate delivery is expected to be mid-December and installation will follow.

The delivery of the pumps has also been delayed by the pump provider, Electric Pump. Pumps are expected to be delivered by mid-November.

The Xcel Energy gas line mentioned in the letter has been addressed and is not an issue anymore.

All other contract items not related to the delays with the lift station structure will be completed by October 31<sup>st</sup>, 2018. Liquidated damages will apply to those items that are completed past the substantial completion date.

**Recommended Motion:**

Approve Change Order #1 as shown:

Original Completion Dates	Revised Previously	Revised This Memo
<b>Substantial – October 31, 2018</b>  <b>Final – June 15, 2019</b>	-  -	<b>Substantial –</b> <b>November 15, 2018 (pumps)</b> <b>December 31, 2018 (gates)</b>



October 10, 2018

City of Fargo Engineering Dept  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

**RE: NN-17-A1 Time Extension Request**

Dear Robert Hasey,

Please accept this letter as Jensen Brothers Construction, Inc. request for a time extension to complete our work under Improvement District No. NN-17-A1.

Jensen Brothers Construction, Inc. is requesting an extension to complete work under Improvement District No. NN-17-A1 until December 31, 2018. Due to design changes of the lift station structure, shop drawings and final production of the sluice gates and pumps have been delayed. Final approvals were given for production of the lift station on August 10<sup>th</sup>, 2018. While both are working to try to improve dates, Electric Pump has notified us that delivery has been delayed till mid-November. Kodru-Mooney has informed us that gates are expected 12/14/2018.

In addition to production delays of the pumps and gates, we have encountered a utility conflict with Xcel Energy. A natural gas line will need to be raised or lowered by the utility before we can finish installing the 60in RCP pipe as it is in direct conflict with the proposed storm sewer elevation.

Thank you for in advance for your consideration of this time extension request. Should you have any questions or concerns, please do not hesitate to contact me directly at 701-561-1805 or by email [craig@jensenbrothersconstruction.com](mailto:craig@jensenbrothersconstruction.com)

Sincerely,

Jensen Brothers Construction, Inc.  
Craig Griesbach





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Improvement District No NN-17-A1 Change Order No 1  
 Project Name Storm Sewer Lift Station, Retention Pond, and Incidentals  
 Date Entered 10/23/2018 For Jensen Brothers Construction, 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 (\$)
<b>Summary</b>										
Source Of Funding										
Net Amount Change Order # 1 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2018		61.00	0.00	12/31/2018	

**Description**  
 Time extension is for sluice gate and pump supplier delays. All other contract items shall be completed by the original completion date of October 31st, 2018.

APPROVED

APPROVED DATE

For Contractor:  Department Head:  10/31/18



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Title

Mayor

*President of Operations*

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

31

Improvement District No. BR-18-C0 Type: Amendment #2
Location: 13th Ave S, 45th St to 12th St (WF) Date of Hearing: 10/29/2018

Routing Date
City Commission 11/5/2018
PWPEC File X
Project File Jeremy Gorden

The Committee reviewed the accompanying correspondence from Transportation Division Engineer, Jeremy Gorden, related to Amendment #2 in the amount of \$97,300 for additional tasks outside of the original scope of work.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #2.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Amendment #2 with Apex Engineering Group in the amount of \$97,300, bringing the total contract amount to \$1,163,391.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes No
N/A
N/A
N/A

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E., City Engineer. Includes handwritten note 'FOR BREND DERRIG'.

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer-Transportation

**Date:** October 25, 2018

**Subject:** Amendment #2 to Professional Services Agreement with Apex Engineering Group for Design and Construction Services for Street Reconstruction Project Improvement District No. BR-18-C0  
13<sup>th</sup> Avenue South – 45<sup>th</sup> Street to 12<sup>th</sup> Street (WF)

---

I have attached Amendment #2 to the Professional Services Agreement from Matt Kinsella with Apex Engineering Group that covers their additional services for work associated with the 13<sup>th</sup> Avenue South street reconstruction project whose limits are 45<sup>th</sup> Street to 12<sup>th</sup> Street in West Fargo.

This proposed amendment is necessary to address the contract with Apex that was outside of the original scope of work. The construction contract had a substantial completion date of October 19, 2018, but that date has come and gone and the construction will last until winter suspension this fall, and some items will continue in the spring of 2019. This amendment is needed for Apex and their subcontractors to continue with their work on this project. It assumes a winter suspension date of November 24, 2018, as well as some time in the spring.

The original contract with Apex Engineering Group was \$1,029,065.00, Amendment #1 approved in January, was in the amount of \$37,026.00, and this Amendment #2 is for making the contract total in the amount of \$1,163,391.

### Recommended Motion

Approval of Amendment #2 with Apex Engineering Group in the amount of \$97,300.

Attachment

*Street Lighting  
Sidewalks*

*Design & Construction  
Traffic Engineering*

*Truck Regulatory  
Flood Plain Mgmt.*

*Mapping & GIS  
Utility Locations*



Water | Transportation | Municipal | Facilities

701.373.7980  
4733 Amber Valley Parkway  
Fargo, ND 58104

**Engineering Services Agreement**  
**Amendment No. 3**  
**City of Fargo Project No. BR-18-C0**

**Project:** 13<sup>th</sup> Avenue Reconstruction – 45<sup>th</sup> Street (Fargo) to 12<sup>th</sup> Street East (West Fargo)  
City of Fargo Project No. BR-18-C0; City of West Fargo Project No. 2251  
Apex Project No. 17.103.0120

**Client:** City of Fargo (Engineering Department)  
Attn: Jeremy Gorden, PE, PTOE  
Division Engineer - Transportation

**Background/Description of Work:**

Apex Engineering Group, Inc. was hired by the City of Fargo (in partnership with the City of West Fargo) to provide engineering services for the above project on 10/19/17. This amendment includes the following:

- **Additional time for construction engineering:** As a result of the contractor not finishing 25% of the concrete work, traffic signals, lighting, permanent signing, topsoil & seeding, and pavement markings by the substantial completion date of October 19<sup>th</sup>, 2018. This amendment includes 5 more weeks of construction inspection (October 20<sup>th</sup> to November 24<sup>th</sup>) this fall. It also includes some time in the spring of 2019 for pavement markings, final traffic signal inspection, and final inspection / punch list items. Please see the attached fee estimate for further information. Also, it should be noted that the contractor will be liable for liquidated damages during this same time frame that could reach as high as \$140,000. This is what liquidated damages are for, to cover the additional costs incurred by the agency when project deadlines are not met.
- **Additional Materials Testing:** The original estimated number of field density tests (100), gradations (30), concrete slump tests (100), concrete air tests (100), and compressive cylinder tests (400) were not enough to ensure that all material incorporated into the project met project specifications. We have conducted approximately 213 density tests to-date with a large percentage of the overrun due to failing tests. Also, all the concrete testing elements of the project were increased slightly due to the fact that the prime contractor hired several subcontractors to break up the concrete pours. Although this strategy was implemented to expedite the project schedule it also created smaller pours and more concrete testing. The City will only be charged for the actual number of tests run at the same unit cost as the original contract.
- **Additional PIC time:** Additional time will be required by our project PIC (Flint Communications) during the construction phase of the project. The bulk of this additional time will be allocated to the extended construction phase this fall. Also, some additional time has been dedicated to unexpected revisions to press releases and construction maps. (See attached Flint – Addendum Request)

The additional cost for these expanded tasks are represented in the following attachments:

1. Attachment #1 – Fee Estimate for Amendment No. 3

**Fee Amendment Request:**

The total fee for work expected to be completed as part of this Amendment: Amendment No. 3 = **\$97,300.00**

**Contract Terms & Conditions:**

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 4 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on October 19, 2017.

City of Fargo Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant:

Signature:   
Dain Miller

Title: VICE PRESIDENT

Date: 10-18-18

**ATTACHMENT #1**  
**Apex Engineering Group, Inc.**  
**Fee Estimate**  
**AMENDMENT NO. 3**  
**13th Avenue Reconstruction**  
**45th St (Fargo) to 12th St E (West Fargo)**  
 October 19, 2018

Task No.	Classification	Hourly Rate	Senior Engineer		Lead Engineer		Design Engineer		Project Engineer		Graduate Engineer		Sr Svy Crew Chief		Survey Tech		Sr. Eng Tech		Total Hours	Total Labor Cost	
			Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			
7.0	Construction, PIC, and Construction Closeout Activities																				
	Additional Construction Administration - Fall 2018		50	\$7,500		\$0	250	\$27,500		250	\$23,500		\$0							550	\$58,500
	Additional Construction Administration - Spring 2019			\$0		\$0	100	\$11,000			\$0		\$0								\$11,000
			50	\$7,500	0	\$0	350	\$38,500	250	\$23,500	0	\$0	0	\$0	0	\$0	0	\$0	0	550	\$69,500
	<b>Total Labor Costs</b>		<b>50</b>	<b>\$7,500</b>	<b>0</b>	<b>\$0</b>	<b>350</b>	<b>\$38,500</b>	<b>250</b>	<b>\$23,500</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>550</b>	<b>\$69,500</b>
	<b>Direct Cost Totals</b>																				<b>\$27,800</b>
	<b>TOTAL</b>																				<b>\$97,300</b>

Total Amendment No. 3 Estimate = \$97,300



October 16, 2018

Apex Engineering Group  
4733 Amber Valley Parkway South  
Fargo, ND 58104

Attention Mr. Josh Olson –

We are submitting an addendum for project no. 17.103.0120 (13th Avenue Reconstruction Fargo and West Fargo). The Flint Group has provided work above the scope of anticipated work as PIC and exceeded the original estimate for phase 2. This estimate was completed in September 2017 and additional deliverables were added during the communication planning based on key audiences. Flint Group's additional PR and creative service hours between March – August were due to:

- Higher number of traffic shifts and intersection closures than expected to communicate – release distributions and accompanying maps
- Business toolkit and pop-up kiosk – added as public engagement tool, content development

We billed to estimate with our last invoice for PIC phase 2 budget (included June – Aug time). There will be additional hours of work needed in the final month of the project. We have cut time throughout the project.

**The Public Relations and creative services addendum for completed time in September and the continued services in October.**

1. The PR hours in Sept/early Oct and anticipated in October includes three contractor meetings, 3 – 4 draft and distribution of news releases, social media, media monitoring and interview facilitation.

Public Relations (Completed in Sept thru 10/12) – \$4,225/32.5 hours  
Public Relations (Anticipated) – \$2,145/16.5 hours

Addendum request: \$6370/49 hours PR time hours accrued/anticipated

2. The creative services hours in Sept/early Oct and anticipated in October includes short-term access maps, phase maps and thank you graphics used to support the public outreach in news releases and social channels.

Creative Services (Completed in Sept thru 10/12) – \$1,040/8 hours  
Creative Services (Anticipated) – \$390/3 hours

Addendum request: \$1,430/11 hours creative service time accrued/anticipated

*Addendum Total: \$7,800*

Thank you for your consideration of this addendum! We appreciate your time and energy.

Sincerely,

Melissa Reichert | Account Manager/Public Relations Strategist





Water | Transportation | Municipal | Facilities

701.373.7980  
4733 Amber Valley Parkway  
Fargo, ND 58104

**Engineering Services Agreement**  
**Amendment No. 3**  
**City of Fargo Project No. BR-18-C0**

**Project:** 13<sup>th</sup> Avenue Reconstruction – 45<sup>th</sup> Street (Fargo) to 12<sup>th</sup> Street East (West Fargo)  
City of Fargo Project No. BR-18-C0; City of West Fargo Project No. 2251  
Apex Project No. 17.103.0120

**Client:** City of Fargo (Engineering Department)  
Attn: Jeremy Gorden, PE, PTOE  
Division Engineer - Transportation

**Background/Description of Work:**

Apex Engineering Group, Inc. was hired by the City of Fargo (in partnership with the City of West Fargo) to provide engineering services for the above project on 10/19/17. This amendment includes the following:

- **Additional time for construction engineering:** As a result of the contractor not finishing 25% of the concrete work, traffic signals, lighting, permanent signing, topsoil & seeding, and pavement markings by the substantial completion date of October 19<sup>th</sup>, 2018. This amendment includes 5 more weeks of construction inspection (October 20<sup>th</sup> to November 24<sup>th</sup>) this fall. It also includes some time in the spring of 2019 for pavement markings, final traffic signal inspection, and final inspection / punch list items. Please see the attached fee estimate for further information. Also, it should be noted that the contractor will be liable for liquidated damages during this same time frame that could reach as high as \$140,000. This is what liquidated damages are for, to cover the additional costs incurred by the agency when project deadlines are not met.
- **Additional Materials Testing:** The original estimated number of field density tests (100), gradations (30), concrete slump tests (100), concrete air tests (100), and compressive cylinder tests (400) were not enough to ensure that all material incorporated into the project met project specifications. We have conducted approximately 213 density tests to-date with a large percentage of the overrun due to failing tests. Also, all the concrete testing elements of the project were increased slightly due to the fact that the prime contractor hired several subcontractors to break up the concrete pours. Although this strategy was implemented to expedite the project schedule it also created smaller pours and more concrete testing. The City will only be charged for the actual number of tests run at the same unit cost as the original contract.
- **Additional PIC time:** Additional time will be required by our project PIC (Flint Communications) during the construction phase of the project. The bulk of this additional time will be allocated to the extended construction phase this fall. Also, some additional time has been dedicated to unexpected revisions to press releases and construction maps. (See attached Flint – Addendum Request)

The additional cost for these expanded tasks are represented in the following attachments:

1. Attachment #1 – Fee Estimate for Amendment No. 3

**Fee Amendment Request:**

The total fee for work expected to be completed as part of this Amendment: Amendment No. 3 = **\$97,300.00**

**Contract Terms & Conditions:**

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 4 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on October 19, 2017.

City of Fargo Authorization:

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant:

Signature:  \_\_\_\_\_  
Dain L. Miller

Title: VICE PRESIDENT

Date: 10-18-18

**ATTACHMENT #1**  
**Apex Engineering Group, Inc.**  
**Fee Estimate**  
**AMENDMENT NO. 3**  
**13th Avenue Reconstruction**  
**45th St (Fargo) to 12th St E (West Fargo)**  
 October 19, 2018

Task No.	Classification	Senior Engineer		Lead Engineer		Design Engineer		Project Engineer		Graduate Engineer		Sr. Svy Crew Chief		Sr. Eng Tech		Total Hours	Total Labor Cost
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
			\$150.00		\$120.00		\$110.00		\$94.00		\$88.00		\$118.00		\$105.00		
7.0	Construction, PIC, and Construction Closeout Activities																
	Additional Construction Administration - Fall 2018	50	\$7,500		\$0	250	\$27,500	250	\$23,500		\$0		\$0		\$0	550	\$58,500
	Additional Construction Administration - Spring 2019		\$0		\$0	100	\$11,000		\$0		\$0		\$0		\$0		\$11,000
		50	\$7,500	0	\$0	350	\$38,500	250	\$23,500	0	\$0	0	\$0	0	\$0	550	\$69,500
	<b>Total Labor Costs</b>	50	\$7,500	0	\$0	350	\$38,500	250	\$23,500	0	\$0	0	\$0	0	\$0	550	\$69,500
	<b>Direct Cost Totals</b>																\$27,800
	<b>TOTAL</b>																\$97,300

Total Amendment No. 3 Estimate = \$97,300



October 16, 2018

Apex Engineering Group  
4733 Amber Valley Parkway South  
Fargo, ND 58104

Attention Mr. Josh Olson –

We are submitting an addendum for project no. 17.103.0120 (13th Avenue Reconstruction Fargo and West Fargo). The Flint Group has provided work above the scope of anticipated work as PIC and exceeded the original estimate for phase 2. This estimate was completed in September 2017 and additional deliverables were added during the communication planning based on key audiences. Flint Group's additional PR and creative service hours between March – August were due to:

- Higher number of traffic shifts and intersection closures than expected to communicate – release distributions and accompanying maps
- Business toolkit and pop-up kiosk – added as public engagement tool, content development

We billed to estimate with our last invoice for PIC phase 2 budget (included June – Aug time). There will be additional hours of work needed in the final month of the project. We have cut time throughout the project.

**The Public Relations and creative services addendum for completed time in September and the continued services in October.**

1. The PR hours in Sept/early Oct and anticipated in October includes three contractor meetings, 3 – 4 draft and distribution of news releases, social media, media monitoring and interview facilitation.

Public Relations (Completed in Sept thru 10/12) – \$4,225/32.5 hours  
Public Relations (Anticipated) – \$2,145/16.5 hours

Addendum request: \$6370/49 hours PR time hours accrued/anticipated

2. The creative services hours in Sept/early Oct and anticipated in October includes short-term access maps, phase maps and thank you graphics used to support the public outreach in news releases and social channels.

Creative Services (Completed in Sept thru 10/12) – \$1,040/8 hours  
Creative Services (Anticipated) – \$390/3 hours

Addendum request: \$1,430/11 hours creative service time accrued/anticipated

*Addendum Total: \$7,800*

Thank you for your consideration of this addendum! We appreciate your time and energy.

Sincerely,

Melissa Reichert | Account Manager/Public Relations Strategist

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

32

Improvement District No. BN-18-K1 Type: Change Order #1 & Time Extension

Location: Sheyenne Loop Date of Hearing: 10/29/2018

Routing City Commission Date 11/5/2018 PWPEC File X Project File Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a change order for additional work and time extension for Fox Underground due to weather related days.

Fox Underground is requesting an additional 13-days due to weather related delays. After evaluating the delays caused by rain, I am recommending an extension of 11-calendar days be applied to the Substantial Completion date.

During design and bidding, the Developer did not want Engineering to include the driveways into the design. They are now requesting driveways to be completed for an additional cost of \$37,845.

Staff is recommending approval of the change order and time extension as recommended above.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 in the amount of \$37,845 and an 11-day time extension to the Substantial Completion date.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$37,845 and an 11-day time extension to the Substantial Completion date for Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Table with 2 columns: Yes, No. Rows: N/A, N/A, N/A

COMMITTEE

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

Table with 4 columns: Present, Yes, No, Unanimous. Rows of checkboxes for each committee member.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E. Division Engineer. Includes handwritten note 'FOR BRENDA DERRIG'.

# Memorandum

**To:** PWPEC

**From:** Jason Leonard, Project Engineer

**Date:** October 24, 2018

**Re:** Improvement District No. BN-18-K1 – Time Extension Change Order #1

**Background:**

Improvement District No. BN-18-K1 is for the new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

Fox Underground is the Contractor for this project. They are requesting a time extension of 13 days due to weather related delays. After evaluating the delays caused by rain, I am recommending an extension of 11 calendar days for the weather delays to be applied to the substantial completion date.

During the design and bidding period of this project, the Developer directed Engineering to not install driveways, as they were not far enough along with the site plan designs. Now that the site plans have progressed, the Developer is requesting that the driveways be installed with the COF Improvement District BN-18-K1. Fox Underground reached out to their concrete subcontractor for the installation of 435 SY's of driveway concrete and submitted a price of \$87/SY for a total of \$37,845.00. All work associated with the installation of the 7" driveways shall be completed by the current final completion date of November 15, 2018.

**Recommended Motion:**

Approve Change Order #1 for the time extension as shown in the table below to the new substantial completion date as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 15, 2018 Final – November 15, 2018	Substantial – October 26, 2018 Final – November 15, 2018



October 12<sup>th</sup>, 2018

Jason Leonard  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: Request for Additional time to complete contract

We are requesting additional time for the substantial completion of Improvement District # BN-18-K1 Storm Sewer, PC Concrete Paving, Street Lights and Incidentals.

We are asking for an additional thirteen (13) days due to delays beyond our control. The reason and basis for the requested additional time is due to the amount and duration of rain and snow over the first two weeks of October. This along with the below average air temperatures made the site unworkable during this time. Below is a list of day and amount of rain, the amount of rain was not a great amount each day but precipitation on consecutive days compounded on each other and never giving a chance to dry out.

- .3" – Wednesday, October 3<sup>rd</sup>
- .17" – Thursday, October 4<sup>th</sup>
- .09" – Friday, October 5<sup>th</sup>
- .26" – Sunday, October 7<sup>th</sup>
- .47" – Monday, October 8<sup>th</sup>
- .14" – Tuesday, October 9<sup>th</sup>
- .95" – Wednesday, October 10<sup>th</sup>

On Wednesday October 3<sup>rd</sup> the plan was to start fine grading and prepping to pour the concrete paving. These activities have not yet resumed do to the wet conditions. The plan is to start again on Monday October 15<sup>th</sup> with fine grading and prepping to pour the concrete. After the roadway is poured the curbs will need to be backfilled and topsoil spread, followed by seeding. The electrical work has been started but also was halted due to the weather.

Thank you for your consideration.

Sincerely,

Scott Sanders  
Vice President

Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)  
Data for Moorhead, MN 56560

Keith, Observer - Davis Vantage Pro2w 24-Hour Fan-Aspirated Radiation Shield.

August-18

Date	Max	Min	Obs	Avg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	Sky	Description Of Weather
1	65.2	54.6	54.6	60.0	83.2	59.4	71.3	-11	Trace	0.0	0	71	5	0	Cdy	Drizzle 9am. Cloudy and cool. Daytime max 63.4
2	74.4	46.4	62.6	60.0	83.1	59.4	71.2	-11	0.03	0.0	0	68	5	0	Pc	KFAR recd low 40. Fog. Th Shw 8pm
3	80.0	62.3	68.6	71.0	83.1	59.3	71.2	0	0.00	0.0	0	68	0	6	Pc	Warmer with showers south and east of metro.
4	88.6	67.1	76.3	78.0	83.0	59.2	71.1	7	0.00	0.0	0	69	0	13	Pc	Fair to Pc. Much warmer and humid.
5	84.8	64.4	66.3	75.0	83.0	59.1	71.1	4	0.00	0.0	0	70	0	10	Pc	Clearing early am. \ becoming Pc aftn. Lwr Humidity
6	77.0	59.0	63.7	68.0	82.9	59.0	71.0	-3	0.01	0.0	0	71	0	3	Pc	Sprinkle 4am. Rain around 8am. Pc afternoon.
7	85.7	58.0	69.8	72.0	82.8	58.9	70.9	1	0.00	0.0	0	69	0	7	Su	Pc am becoming sunny most of the day. Lgt winds
8	90.6	63.3	73.1	77.0	82.8	58.8	70.8	6	0.00	0.0	0	71	0	12	Su	Sunny and hot. NW winds 10-15
9	87.7	61.7	70.3	75.0	82.7	58.7	70.7	4	0.00	0.0	0	71	0	10	Su	Hazy skies from fires in Canada. Anthr warm day.
10	88.2	63.6	70.6	76.0	82.6	58.6	70.6	5	0.00	0.0	0	72	0	11	Pc	Hazy again today. Cont hot, light S winds
11	92.1	62.8	74.4	77.0	82.4	58.5	70.5	7	0.00	0.0	0	72	0	12	Pc	Fog am, hot aftn heat indx 98. Smoky skies.
12	92.2	70.4	76.4	81.0	82.3	58.3	70.3	11	0.00	0.0	0	73	0	16	Pc	Hot, humid, windy. Heat indx 99. Smoky skies
13	92.9	67.8	67.8	80.0	82.2	58.2	70.2	10	0.00	0.0	0	75	0	15	Pc	Hot humid. Tshower in area 10pm
14	75.0	58.8	59.7	67.0	82.2	58.0	70.0	-3	0.21	0.0	0	73	0	2	Pc	Rain 2.25am. PC aftn. Much cooler
15	79.3	50.5	60.5	65.0	81.9	57.9	69.9	-5	0.00	0.0	0	69	0	0	Su	Cool this morning. Warm aftn with light winds.
16	85.2	54.5	65.3	70.0	81.7	57.7	69.7	0	0.00	0.0	0	69	0	5	Su	Fair and warmer. Low dew points so nice day.
17	80.9	58.0	66.3	69.0	81.5	57.5	69.5	-1	0.00	0.0	0	70	0	4	Pc	Smoke - Haze. Cooler, light var winds.
18	83.5	59.7	69.5	72.0	81.3	57.3	69.3	3	0.00	0.0	0	70	0	7	Pc	Smoky skies all day Little warmer SE 19mph
19	70.2	61.4	61.5	66.0	81.1	57.1	69.1	-3	0.55	0.0	0	71	0	1	Cdy	TS /Rain this morning. much colder. Windy NW 21
20	76.0	54.4	59.8	65.0	80.9	56.9	68.9	-4	0.00	0.0	0	68	0	0	Pc	Little warmer..N-NE 21
21	76.5	56.9	59.7	67.0	80.6	56.7	68.6	-2	0.00	0.0	0	67	0	2	Su	Mostly sunny and LCT
22	83.0	62.0	63.8	68.0	80.4	56.4	68.4	0	0.00	0.0	0	67	0	3	Su	Sunny and warmer.
23	78.8	56.5	68.8	68.0	80.1	56.2	68.1	0	0.05	0.0	0	67	0	3	Pc	Light rain 9pm-obs time 10:30
24	80.1	64.2	65.7	72.0	79.8	55.9	67.9	4	0.49	0.0	0	70	0	7	Pc	Rain 1am. Pc aftn. Cold air funnel by Glyndon 5:30
25	81.0	60.8	66.9	71.0	79.5	55.6	67.6	3	0.00	0.0	0	70	0	6	Pc	Dense fog am. Warmer and humid aftn.
26	75.0	59.0	73.6	67.0	79.2	55.4	67.3	0	1.43	0.0	0	69	0	2	Pc	Rain 2:35/11:30/Large hail around Oxbow/Hickson
27	74.0	52.8	54.9	63.0	78.9	55.1	67.0	-4	0.07	0.0	0	69	2	0	Pc	Day Max 62.3 5:40pm Th Shower 9:15pm
28	61.4	49.7	49.8	56.0	78.7	54.8	66.7	-11	0.02	0.0	0	67	9	0	Cdy	Cloudy lgt rain /drizzle am. 2nd coldest Hi AP 61
29	73.7	46.1	60.6	60.0	78.2	54.4	66.3	-6	0.00	0.0	0	64	5	0	Su	Sunny cool start but nice warm up
30	78.4	57.7	69.9	68.0	77.9	54.1	66.0	2	0.00	0.0	0	66	0	3	Pc	Pc and warmer. Nice day.
31	78.2	67.0	67.3	73.0	77.5	53.8	65.6	7	0.00	0.0	0	66	0	8	Pc	Cloudy becoming pc afternoon.

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Monthly Summary

	Max	Min	Avg	Norm	Deprt	Pre	Ha/Sn	Grnd	HDD	CDD	Days	Recap	
Total	2489.6	1820.4										Su 8	Temperatures were about normal for the month.
Avg	80.3	58.7	69.5	69.3	0.2					1	5	Pc	Rainfall was just a little above the norm but overall the month was dry except for the 1.43" we received on the 26th.
Hlgh	92.9	70.4				Total	2.86	0.0		26	168	20	
Low	61.4	46.1				Norm	2.56	0.0				3	Cdy
						Deprt	0.30	0.0					
						% Nrm	111.7%	0.0%					
Yearly Summary (Snowfall July to June)													
						Total	16.45	0.0		26	708		
						Norm	16.03	0.0					
						Deprt	0.42	0.0					
						%Nrm	102.6%	#DIV/0!					

Actual August ⇒ 6 Days  
 Average August ⇒ 3 Days  
 Total = 3 Extra Days



Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)  
 Data for Moorhead, MN 56560  
 Keilth, Observer - Davis Vantage Pro2/w fan  
 September-18

Date	Max	Min	Obs	Avg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	Sky	Description Of Weather
1	79.4	55.7	64.3	68.0	77.1	53.4	65.3	3	0.00	0.0	0	66	0	3	Su	Sunny and mild. Nice day
2	74.3	54.4	54.7	64.0	76.8	53.0	64.9	-1	0.64	0.0	0	66	1	0	Pc	Rain 4am. Clearing midmorning.
3	79.0	49.2	70.1	64.0	76.4	52.7	64.5	-1	0.00	0.0	0	65	1	0	Pc	Another nice day but windy. S 25
4	77.2	59.7	60.0	68.0	76.0	52.3	64.1	4	0.04	0.0	0	69	0	3	Cdy	Rain 6:30 and again 9:30am Pc late aftr.
5	70.4	50.8	50.8	61.0	75.6	51.9	63.7	-3	0.00	0.0	0	68	4	0	Su	Sunny and cooler with light N winds.
6	73.7	47.2	59.9	60.0	75.1	51.5	63.3	-3	0.00	0.0	0	67	5	0	Pc	Cldy then clearing pm. Little warmer. S winds 20
7	77.1	56.9	59.7	67.0	74.7	51.1	62.9	4	Trace	0.0	0	66	0	2	Pc	Cldy few drops of rain am. PC aftr. Windy S 21-25
8	75.4	55.6	62.5	66.0	74.3	50.7	62.5	4	0.00	0.0	0	65	0	1	Su	Sunny and windy S around 30mph+
9	75.6	57.1	63.3	66.0	73.8	50.3	62.1	4	0.01	0.0	0	66	0	1	Pc	Pc light rain 10:25pm.
10	80.8	60.0	64.3	70.0	73.4	49.8	61.6	8	0.01	0.0	0	66	0	5	Pc	Rain 5:40 M. Clearing 9:30am, Sunny afternoon
11	86.4	62.5	68.7	74.0	73.0	49.4	61.2	13	0.00	0.0	0	68	0	9	Pc	Fair and windy. SE 35
12	85.0	52.5	72.6	69.0	72.5	49.0	60.7	8	0.00	0.0	0	67	0	4	Pc	Rain south of metro am. Pc and warm aftr.
13	75.1	60.4	60.5	68.0	72.0	48.5	60.3	8	Trace	0.0	0	68	0	3	Cdy	Pc am becoming cldy by 10am. Sprinkle rain aftr
14	79.3	52.0	63.8	66.0	71.6	48.1	59.8	6	0.02	0.0	0	67	0	1	Pc	TS to south and north of me this evening. Drizzle he
15	80.5	58.9	69.7	70.0	71.1	47.7	59.4	11	0.02	0.0	0	67	0	5	Cdy	Rain early am. Clearing aftr light NE winds.
16	93.2	58.0	58.1	76.0	70.7	47.2	58.9	17	0.00	0.0	0	68	0	11	Su	Windy record Max at KFAR with 94. AM Min 69.7
17	62.2	45.7	47.5	54.0	70.2	46.8	58.5	-5	0.00	0.0	0	67	11	0	Pc	Much colder this morning. Nice aftr recovery
18	67.4	43.5	51.2	55.0	69.7	46.3	58.0	-3	0.00	0.0	0	65	10	0	Pc	Little warmer. N 14mph
19	65.4	47.9	50.5	57.0	69.3	45.9	57.6	-1	0.00	0.0	0	63	8	0	Cdy	Mostly cloudy and little cooler. N 15
20	66.6	47.0	47.0	52.0	68.8	45.4	57.1	-5	1.72	0.0	0	62	13	0	Cdy	Rain heavy at times all day.
21	62.0	43.4	44.1	53.0	68.3	45.0	56.7	-4	0.04	0.0	0	60	12	0	Cdy	Light rain 1-3am. Pc aftr, clearing pm
22	69.8	43.1	49.9	56.0	67.8	44.6	56.2	0	0.00	0.0	0	59	9	0	Su	Fair and mild. S @19mph
23	66.3	44.5	55.1	55.0	67.4	44.1	55.8	-1	0.00	0.0	0	60	10	0	Pc	Fair little change in temp. NE to East winds aftr.
24	59.7	48.3	48.9	54.0	66.9	43.7	55.3	-1	0.08	0.0	0	61	11	0	Cdy	Rain morning ending 2pm. N 17 mph
25	58.5	39.6	43.8	49.0	66.4	43.3	54.9	-6	0.00	0.0	0	59	16	0	Cdy	Mostly cloudy with brief clearing pm. Low 11:30pm
26	62.9	40.5	55.7	52.0	66.0	42.9	54.4	-2	0.07	0.0	0	57	13	0	Cdy	Clear becoming cldy 11am. Lgt rain 6-8pm
27	58.7	43.7	44.0	50.0	65.5	42.5	54.0	-4	0.04	0.0	0	58	15	0	Pc	Rain at obs 7:15am. PC afternoon
28	48.5	30.1	30.5	39.0	65.0	42.1	53.5	-15	0.00	0.0	0	56	26	0	Pc	Clear am. Pc aftr, Clearing pm/ Frz temps at obs
29	43.7	30.2	42.7	37.0	64.6	41.6	53.1	-16	0.01	0.0	0	52	28	0	Cdy	Light rain/drizzle miday. Cold and damp aftr.
30	47.0	35.9	39.9	41.0	64.1	41.2	52.7	-12	0.00	0.0	0	50	24	0		Fair skies and cool morning.

Monthly Summary																
	Max	Min	Avg	Norm	Deprt	Pre	Ha/Sn	Grnd	HDD	CDD	Days	Recap				
Total	2088.1	1474.3													Su	The month started warm but evened out by the end of the month ending up with just a little above the norm. Had some heavy rains on the 20th helping to even the rainfall for the month also. No snow fell during the month.
Avg	69.6	49.1	59.4	59.1	0.3					7	2			Pc		
High	93.2	62.5				Total	2.70	0.0		217	48			14		
Low	43.7	30.1				Norm	2.57	0.0						10		
						Deprt	0.13	0.0								
						% Nrm	105.1%	0.0%								
Yearly Summary (Snowfall July to June)																
						Total	19.15	0.0		243	756					
						Norm	18.60	0.0								
						Deprt	0.55	0.0								
						%Nrm	103.0%	0.0%								

Actual September ⇒ 3 Days

Average September ⇒ 3 Days

Total = 0 Extra Days

Station MN-CY-1 (CoCoRaHS) KMNMOORH1 (Wunderground)  
Data for Moorhead, MN 56560

Keith, Observer - Davis Vantage Pro2/w fan

October-18

Date	Max	Min	Obs	Avrg	N Hi	N Lw	Norm	Deprt	Pre	Fell	Depth 7am	4" Gr Temp	HDD	CDD	Sky	Description Of Weather
1	52.9	39.2	45.8	46.0	63.6	40.9	52.2	-6	Trace	0.0	0	62	19	0	Cdy	Mostly cloudy light rain 11am.
2	57.6	42.9	49.8	50.0	63.1	40.5	51.8	-2	Trace	0.0	0	53	15	0	Pc	Pc becoming cldy pm. Light fog/ mist 10pm
3	55.8	33.7	33.7	45.0	62.7	40.1	51.4	-6	0.19	0.0	0	53	20	0	Cdy	Rain this morning and again aftr. Falling temps
4	45.1	29.3	34.6	38.0	62.2	39.7	50.9	-13	0.22	Trace	0	51	27	0	Pc	Frost am. becoming cldy aftr with rain/snow 8pm
5	43.4	34.6	36.5	39.0	61.7	39.3	50.5	-12	0.12	Trace	0	51	26	0	Cdy	Rain/sn early am changing to all rain midday/pm
6	39.1	33.2	37.2	36.0	61.2	38.9	50.1	-14	0.00	0.0	0	50	29	0	Cdy	Cloudy and cold damp day.
7	46.0	37.0	42.3	42.0	60.8	38.5	49.7	-8	0.19	0.0	0	50	23	0	Cdy	Little warmer. Rain pm /obs time.
8	43.1	39.4	39.4	41.0	60.3	38.2	49.2	-8	0.51	0.0	0	51	24	0	Cdy	Rain am off and on most of the day.
9	44.7	38.5	40.7	42.0	59.8	37.8	48.8	-7	0.11	0.0	0	50	23	0	Cdy	Light rain/drizzle thru noon hr. again 9pm.
10	40.7	31.5	31.5	36.0	59.3	37.5	48.4	-12	0.91	2.3	0	48	29	0	Cdy	Rain/Snow mixed all day. Turning all snow PM
11	31.6	21.8	22.1	27.0	58.8	37.1	48.0	-21	0.02	0.2	2	46	38	0	Cdy	Snow early am. Cir sunset. Record low Max temp.
12	45.6	18.8	39.3	32.0	58.3	37.6	47.5	-16	0.00	0.0	2	45	33	0	Su	Cold am. Sunny afternoon
13	45.2	32.3	32.9	39.0	57.8	36.4	47.1	-8	Trace	0.0	0	45	26	0	Cdy	Cldy sprinkle 6am becoming Pc late afternoon.
14	35.2	29.5	29.8	32.0	57.3	36.0	46.6	-15	Trace	Trace	0	44	33	0	Cdy	Cloudy with a few flurries in the air this aftr.
15	49.4	23.8	46.2	37.0	56.8	35.6	46.2	-9	0.00	0.0	0	43	28	0	Pc	Pc to cloudy. Windy but much warmer
16	47.0	34.9	38.0	41.0	56.3	35.2	45.7	-5	0.00	0.0	0	45	24	0	Pc	Clear AM becoming cloudy mid morning.
17	49.3	28.0	39.7	39.0	55.7	34.9	45.3	-6	0.00	0.0	0	45	26	0	Su	Sunny and warmer.
18	73.2	34.1	51.6	54.0	55.2	34.5	44.8	9	0.00	0.0	0	44	11	0	Su	Sunny and very mild for this time of the yr.
19	59.8	41.3	41.3	51.0	54.6	34.1	44.4	7	Trace	0.0	0	47	14	0	Pc	Pc much cooler. Sprinkle of 11pm
20	41.3	28.5	28.6	35.0	54.1	33.7	43.9	-9	Trace	0.0	0	46	30	0	Su	Sprinkle of rain 12am. During the day sunny cool.
21	58.6	28.4	43.6	44.0	53.5	33.3	43.4	1	0.00	0.0	0	43	21	0	Su	Sunny and warmer.
22	53.0	30.6	30.7	42.0	53.0	32.9	42.9	-1	0.00	0.0	0	44	23	0	Su	Sunny but windy aftr. NW 20
23		24.7			52.4	32.5	42.4		0.00	0.0	0	43				As of 7:30
24					51.8	32.1	41.9									
25					51.2	31.6	41.4									
26					50.6	31.2	40.9									
27					50.0	30.7	40.4									
28					49.4	30.3	39.8									
29					48.8	29.8	39.3									
30					48.1	29.4	38.7									
31					47.5	28.9	38.2									

Monthly Summary												
	Max	Min	Avrg	Norm	Deprt	Pre	Ha/Sn	Grnd	HDD	CDD	Days	Recap
Total	1058.6	736.0										Su
Avrg	48.1	32.0	39.9	45.5	-5.6				25	0		Pc
High	73.2	42.9				Total	2.27	2.5	542	0	5	
Low	31.6	18.8				Norm	2.15	0.7				Cdy
						Deprt	0.12	1.8			11	
						% Nrm	105.6%	357.2%				
						Yearly Summary (Snowfall July to June)						
						Total	21.42	2.5	785	756		
						Norm	20.75	0.7				
						Deprt	0.67	1.8				
						%Nrm	103.2%	357.2%				

Actual October ⇒ 11 Days  
 Average October ⇒ 3 Days  


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 Total = 8 Extra Days

### Weather and Duration Contingency

The Contractor shall allow for normal weather delays when developing the Progress Schedule. The Department will extend the Contract Time, except as limited by 1806.4, "Extension of Contract Time Due to Weather on calendar Day and Completion Date Contracts," for delays in excess of the anticipated work days lost to inclement weather as specified in Table 1803-2; the days in Table 1803-2 are cumulative and prorated when Contract Time starts or ends mid-month. For example, if Contract Time starts May 15 and there are days lost to weather in May or June, then the Contract must lose 7 days to weather (2 days from May and 5 days from June) in addition to the anticipated days in July before a time extension would be considered due to weather days lost in July.

#### 1806.4 EXTENSION OF CONTRACT TIME DUE TO WEATHER ON CALENDAR DAY AND COMPLETION DATE CONTRACTS

The Department will not consider weekends, holidays, or any days between November 15 and April 15, inclusive, as eligible for extensions of Contract Time due to weather unless the Engineer directs the Contractor to work those days, or the Contractor's accepted progress schedule in place at the time the delay occurred indicated that the Contractor intended to perform Critical Path Work on those days.

Time Period	Anticipated Work Days Lost
January	20
February	15
March	9
April 1-15	3
April 16-30	2
May	4
June	5
July	4
August	3
September	3
October	3
November 1-14	2
November 15-30	5
December	17

**Jason Leonard**

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**From:** Scott Sanders <scott@foxunderground.net>  
**Sent:** Tuesday, October 23, 2018 1:25 PM  
**To:** Jason Leonard  
**Subject:** Approaches

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

Jason,

Cost for the approaches is \$87/sqyd.

7" thick with 2'x2' rebar, we did figure for a little more than 2" subbase because of the type of traffic on the road.

Let me know if you have any questions.

Thank you,

**Scott Sanders**

Vice President

**Fox Underground, Inc.** | PO BOX 739, West Fargo, ND 58078

M: 218-790-2411 | O: 701-492-2778 | F: 701-532-0351

E: [scott@foxunderground.net](mailto:scott@foxunderground.net) | W: <http://www.foxunderground.net>





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

<b>Improvement District No</b>	BN-18-K1	<b>Change Order No</b>	1
<b>Project Name</b>	Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
<b>Date Entered</b>	10/24/2018	<b>For</b>	Fox Underground

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

During the design and bidding period of this project the developer directed engineering to not install driveways as they were not far enough along with the site plan designs. Now that the site plans have progressed, the developer is requesting that the driveways be installed with the COF Improvement District BN-18-K1. Fox Underground reached out to their concrete subcontractor for the installation of 435 SY's of driveway concrete and submitted a price of \$87/SY for a total of \$37,845.00.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	42	F&I Driveway 7" Thick Reinf Conc	SY	0.00	0.00	0.00	435.00	435.00	87.00	37,845.00
									<b>Paving Sub Total (\$)</b>	<b>37,845.00</b>

**Summary**

**Source Of Funding** : Special Assessments

<b>Net Amount Change Order # 1 (\$)</b>	37,845.00
<b>Previous Change Orders (\$)</b>	0.00
<b>Original Contract Amount (\$)</b>	302,391.31
<b>Total Contract Amount (\$)</b>	340,236.31

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

**CONTRACT TIME**

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2018		11.00	0.00	10/26/2018	
<b>Description</b>	Fox Underground is the Contractor for this project. They are requesting a time extension of 13 days due to weather related delays. After evaluating the delays caused by rain, I am recommending an extension of 11 calendar days for the weather delays to be applied to the substantial completion date.				



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED	For Contractor <i>Fox Underwood</i> <i>John Blum</i> Title <i>Vice President</i>	APPROVED DATE Department Head <i>[Signature]</i> Mayor <i>10/31/18</i> Attest
----------	--	--

October 18, 2018

33a

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

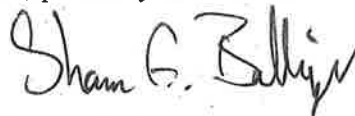
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Sharon Klukken Caswell** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 17A
Landowner Sharon Klukken Caswell		
Mailing Address Box 9424 Fargo, ND 58106		


The following-described real property and/or related temporary easement areas are being acquired for project purposes:

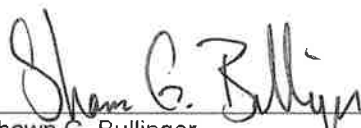
See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,355.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,355.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>1,355.00</u></b>

\*Description of Damages to Remainder are as follows:

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commision has considered the offer and approves the same:*



Timothy J. Mahoney  
 MAYOR

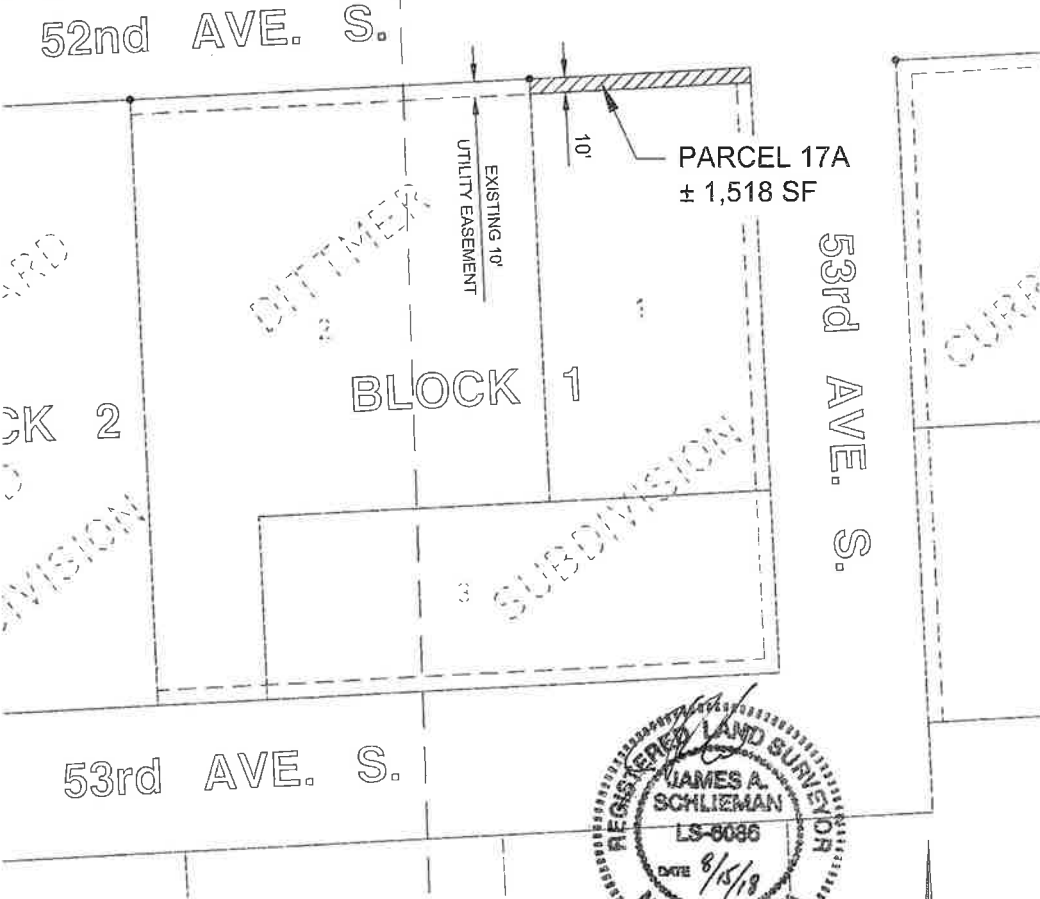
SIGNATURE

DATE



PARCEL 17A  
 PART OF LOT 1, BLOCK 1  
 DITTMER SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: SHARON KLUKKEN CASWELL



**Description- Parcel 17A: (Temporary Construction Easement)**

The North 10.00 feet of Lot 1, Block 1, Dittmer Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 1,518 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	//////

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

PART OF LOT 1, BLOCK 1, DITTMER SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 1

H:\Fargo\UBN\60006059\18\_6059\_145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibit.dwg-Exhibit 17-8/6/2018 1:29 PM-(ksroud)

October 26, 2018

336

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

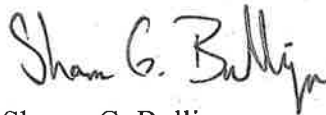
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Dakota Prep Athletics, LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 23A
Landowner Dakota Prep Athletics, LLC		
Mailing Address 3701 Grandwood Dr N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:


See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,367.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>2,367.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>2,367.00</u></b>

\*Description of Damages to Remainder are as follows:

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*



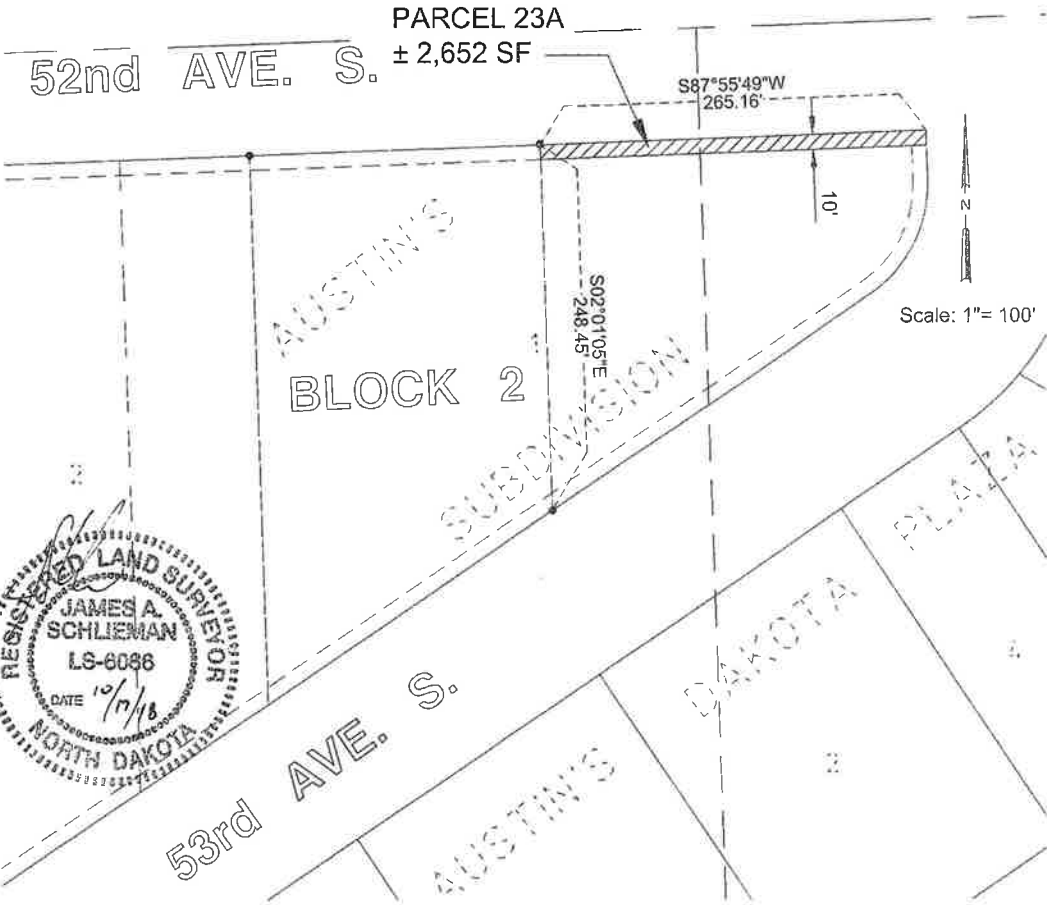
Timothy J. Mahoney  
MAYOR

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

PARCEL 23A  
 PART OF LOT 1, BLOCK 2  
 AUSTIN'S SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: DAKOTA PREP ATHLETICS, LLC

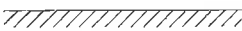


**Description - Parcel 23A: (Temporary Construction Easement)**

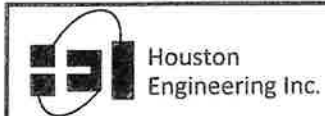
That part of the North 10.00 feet of Lot 1, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota, lying easterly of the following described line:

Commencing at the northeast corner of said Lot 1; thence South 87°55'49" West (assumed bearing), along the northerly line of said Lot 1, for a distance of 265.16 feet to the true point of beginning of the line to be described; thence South 02°01'05" East, parallel with the westerly line of said Lot 1, for a distance of 248.45 feet to a point of intersection with the southerly line of said Lot 1, said line there terminating.

Said tract contains 2,652 square feet, more or less.

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

PART OF LOT 1, BLOCK 2, AUSTIN'S SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

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October 24, 2018

330

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

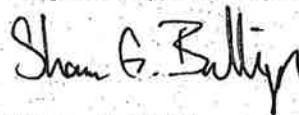
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Todd L. & Lori A. Funfar Revocable Trust** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 21A
Landowner Todd L. & Lori A. Funfar Revocable Trust		
Mailing Address 650 Harwood Dr S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,223.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u>                    </u>
Easement and Access Control	\$	<u>          1,223.00</u>
Improvements on Right of Way*	\$	<u>                    </u>
Damages to Remainder	\$	<u>                    </u>
Total Offer	\$	<u>                    1,223.00</u>

\*Description of Damages to Remainder are as follows:

Todd Funfar  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

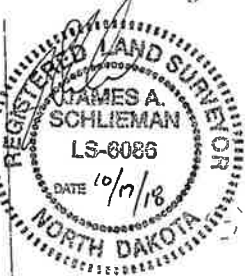
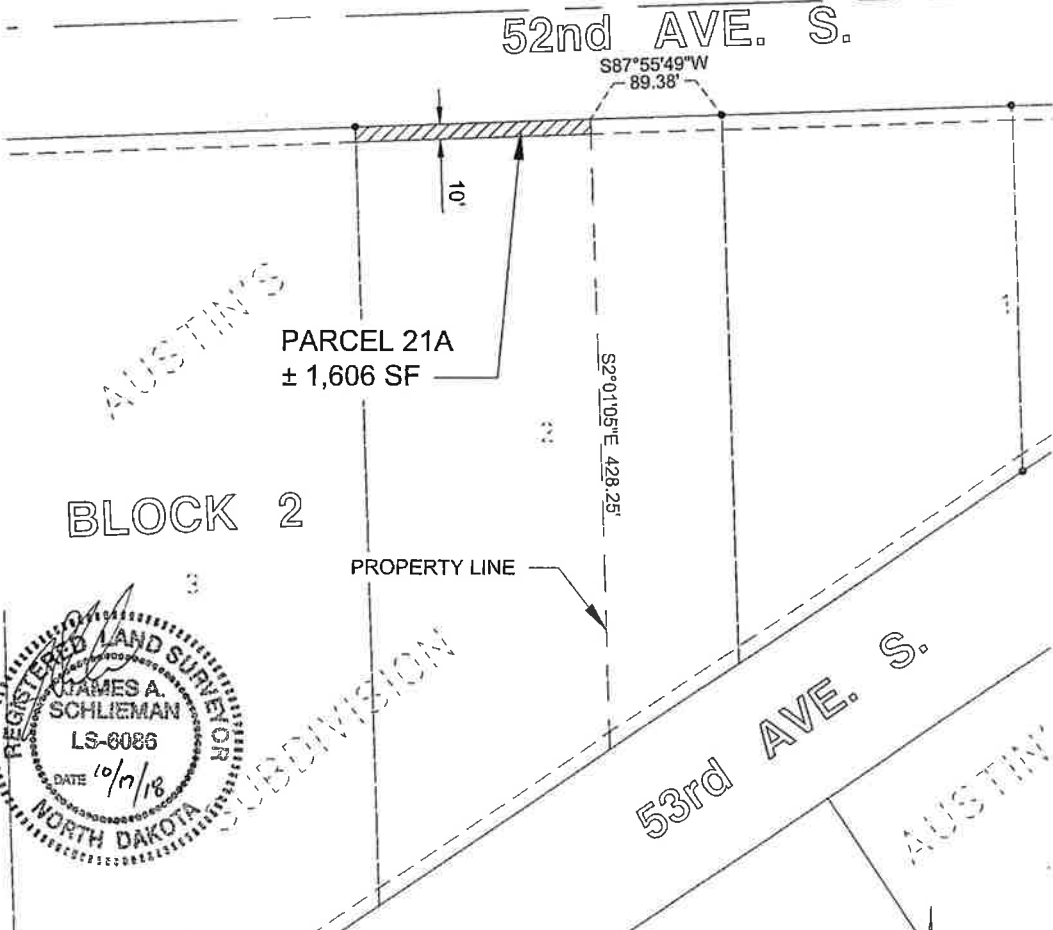
*Fargo City Commission has considered the offer and approves the same:*



Timothy J. Mahoney  
 MAYOR  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

PARCEL 21A  
 PART OF LOT 2, BLOCK 2  
 AUSTIN'S SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: TODD L & LORI A FUNFAR  
 REVOCABLE TRUST ETAL



**Description- Parcel 21A: (Temporary Construction Easement)**

That part of the North 10.00 feet of Lot 2, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota, lying westerly of the following described line:

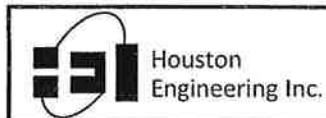
Commencing at the northeast corner of said Lot 2; thence South 87°55'49" West along the northerly line of said Lot 2, for a distance of 89.38 feet to the true point of beginning of the line to be described; thence South 02°01'05" East for a distance of 428.25 feet to a point of intersection with the southerly line of said Lot 2, said line there terminating.

Said tract contains 1,606 square feet, more or less.



IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

PART OF LOT 2, BLOCK 2, AUSTIN'S SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

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1 OF 1

\\houston\hfa\Fargo\BNI\60006059\18\_6059\_145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibits2.dwg-Exhibit 21-10/17/2018 1:27 PM-(kstroud)

October 25, 2018

33d

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

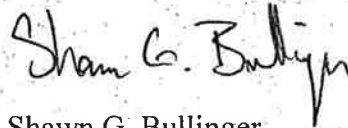
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Howard & Barbara Gensler** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 6A
Landowner Howard C. & Barbara Gensler		
Mailing Address 5218 68 St S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:


See attached exhibit(s).


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 949.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>949.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
<b>Total Offer</b>	<b>\$</b>	<b><u>949.00</u></b>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

  
 \_\_\_\_\_  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 \_\_\_\_\_  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commision has considered the offer and approves the same:*



Timothy J. Mahoney  
 \_\_\_\_\_  
 MAYOR  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 DATE

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 6A
Landowner Howard C. & Barbara Gensler		
Mailing Address 5218 68 St S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 949.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>949.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>949.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

Barbara Gensler  
Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger  
Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

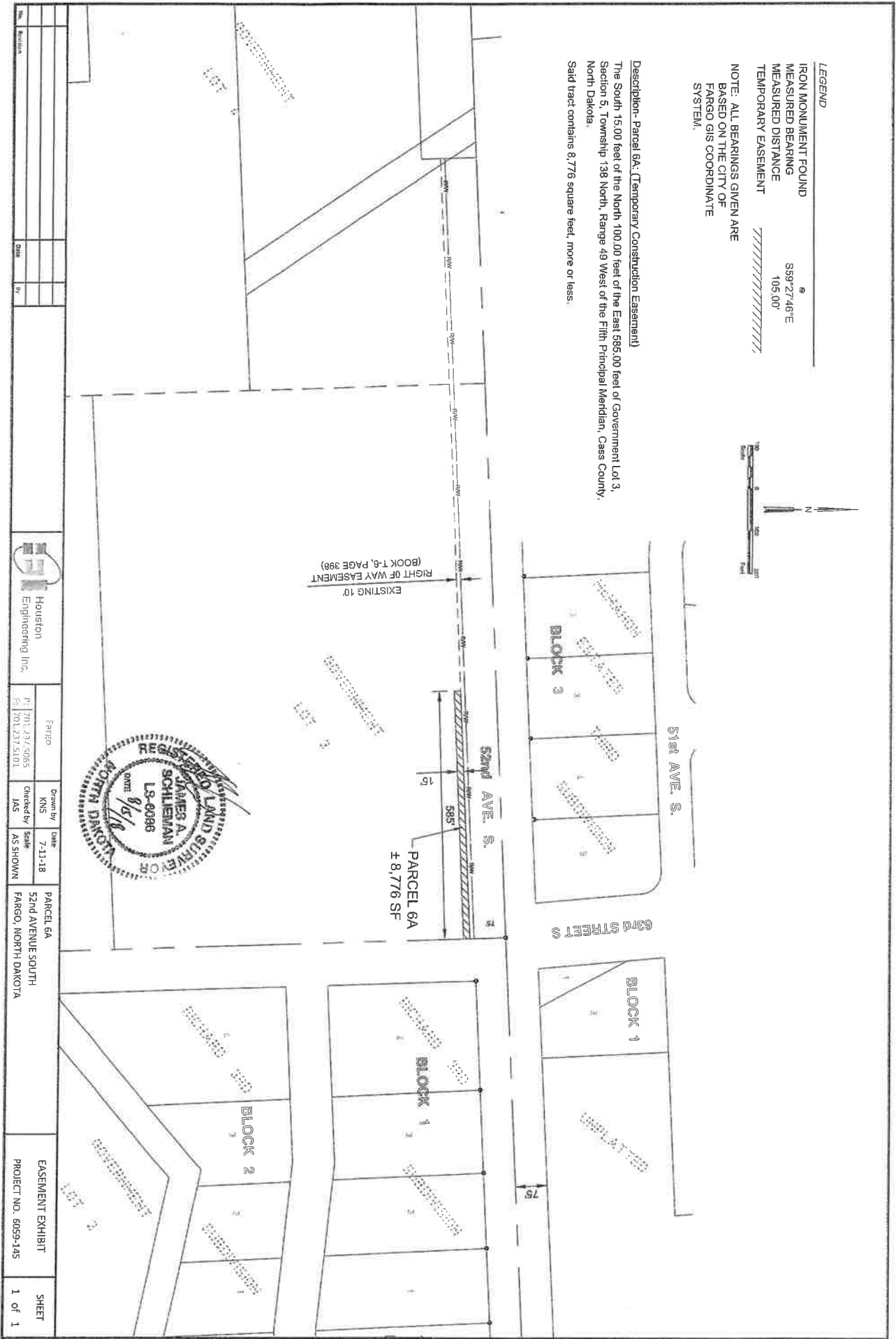


Timothy J. Mahoney  
MAYOR

SIGNATURE

DATE

H:\Fargo\UBM\6000\6059\145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibits.dwg - Exhibit 6-8/13/2018 1:08 PM - (kstroud)



Revised	DATE	BY	HOUSTON ENGINEERING INC.	FARGO	Drawn by	DATE	PARCEL 6A	EASEMENT EXHIBIT	SHEET
					KMS	7-11-18	52nd AVENUE SOUTH	PROJECT NO. 6059-145	1 of 1
					JAS	AS SHOWN	FARGO, NORTH DAKOTA		

October 25, 2018

336

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

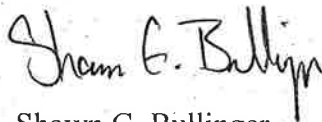
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Greenscape Companies, Inc.** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 11A
Landowner Greenscape Companies, Inc.		
Mailing Address 11684 219 Ave NW Elk River, MN 55330		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,286.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>2,286.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>2,286.00</u>

\*Description of Damages to Remainder are as follows:

---

Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*



Timothy J. Mahoney

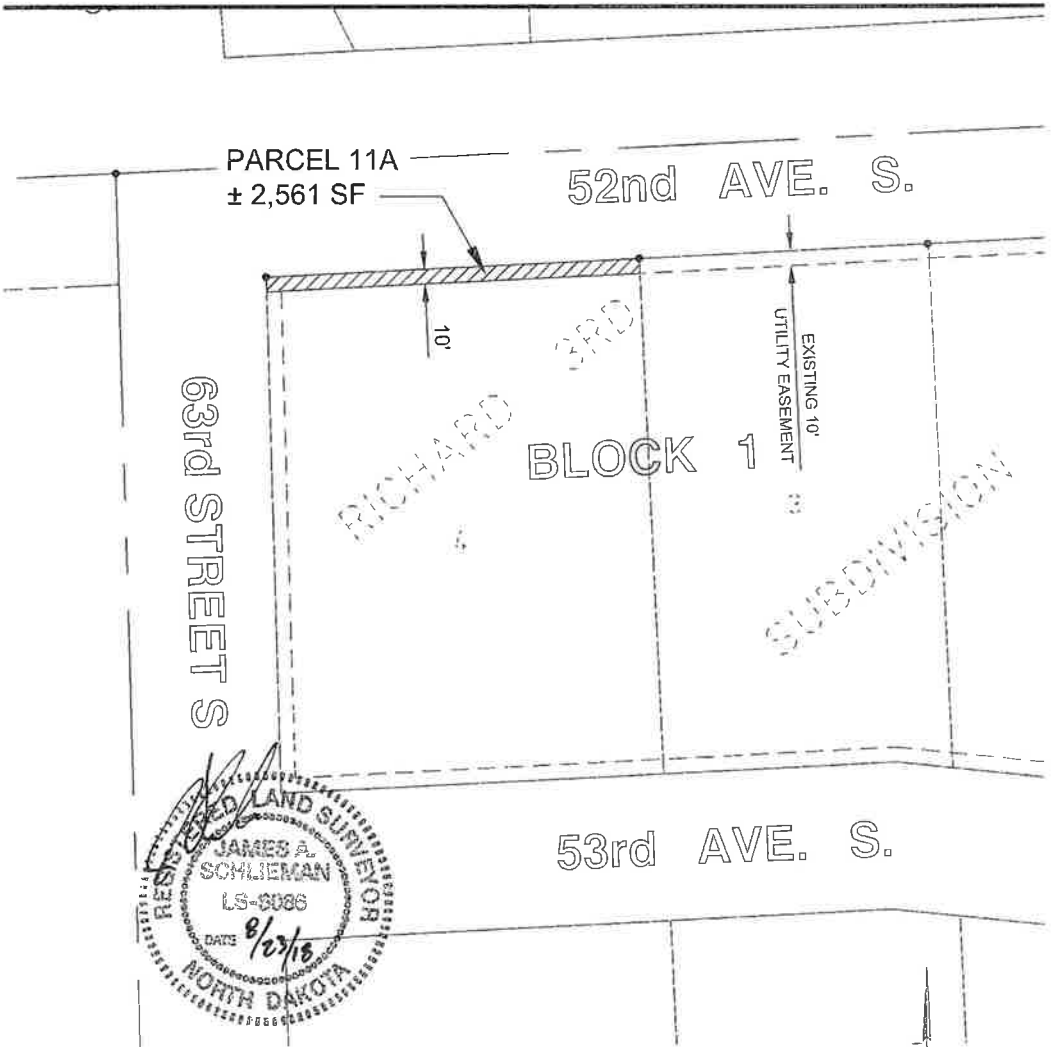
MAYOR

SIGNATURE

DATE

PARCEL 11A  
 PART OF LOT 4, BLOCK 1  
 RICHARD 3RD SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: GREENSCAPE COMPANIES, INC.



**Description- Parcel 11A: (Temporary Construction Easement)**

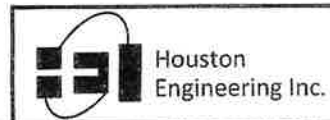
The North 10.00 feet of Lot 4, Block 1, Richard 3<sup>rd</sup> Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 2,561 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

PART OF LOT 4, BLOCK 1, RICHARD 3RD SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 1

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October 25, 2018

53f

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

**Re: Memorandum of Offer to Landowner  
Temporary Easement (Construction)  
Improvement District #BN-19-A1**

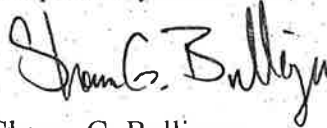
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Ken Pawluk LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jeremy Gorden  
Nancy J. Morris

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 13A, 14A, & 15A
Landowner Ken Pawluk LLC		
Mailing Address 2808 28 Ave S Fargo, ND 58103		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 5,036.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	<u>                    </u>
Easement and Access Control	\$	<u>5,036.00</u>
Improvements on Right of Way*	\$	<u>                    </u>
Damages to Remainder	\$	<u>                    </u>
Total Offer	\$	<u>5,036.00</u>

\*Description of Damages to Remainder are as follows:

\_\_\_\_\_

Owner Signature  
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger  
Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

Timothy J. Mahoney

MAYOR

SIGNATURE

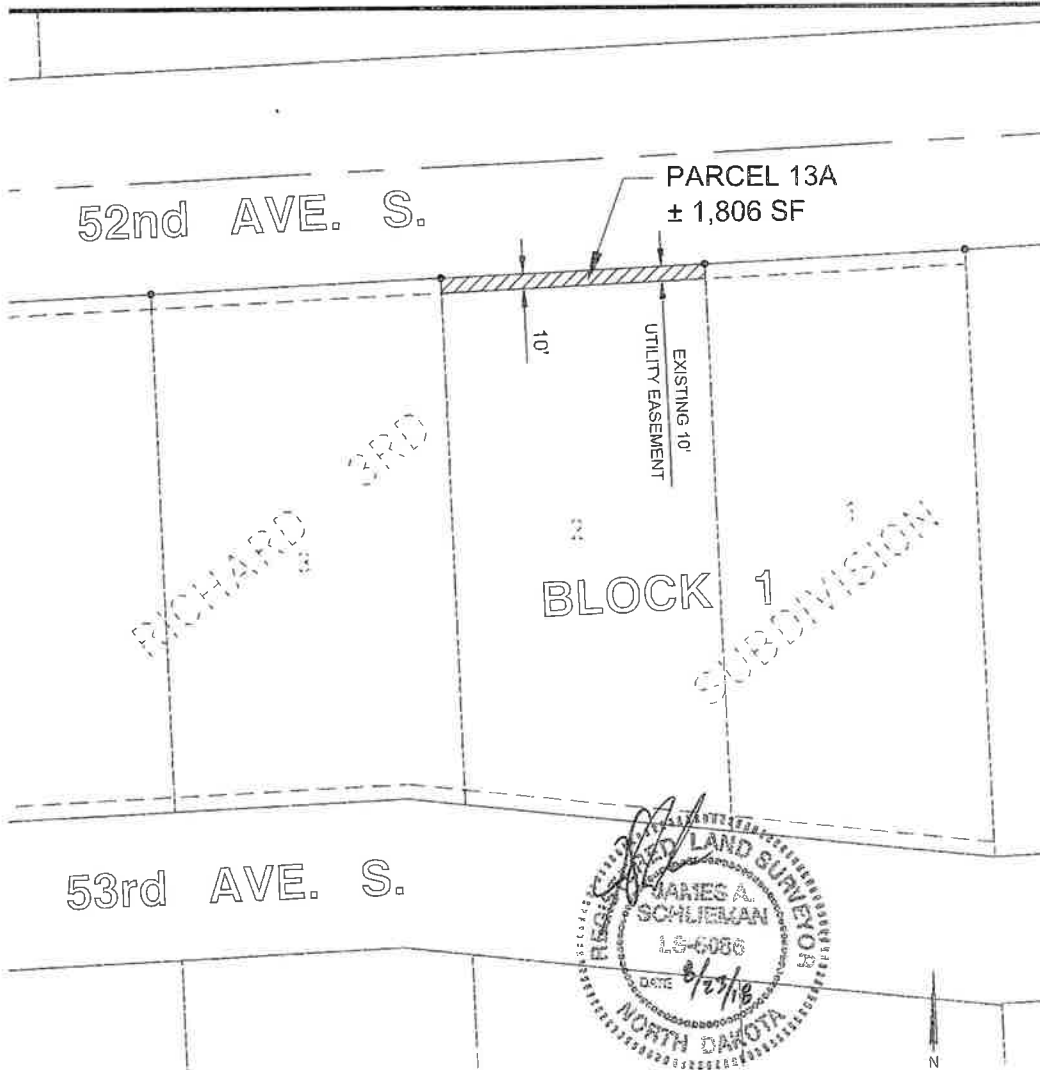
DATE





PARCEL 13A  
 PART OF LOT 2, BLOCK 1  
 RICHARD 3RD SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: KEN PAWLUK LLC



**Description- Parcel 13A: (Temporary Construction Easement)**

The North 10.00 feet of Lot 2, Block 1, Richard 3<sup>rd</sup> Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 1,806 square feet, more or less.

Scale: 1" = 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	//////

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

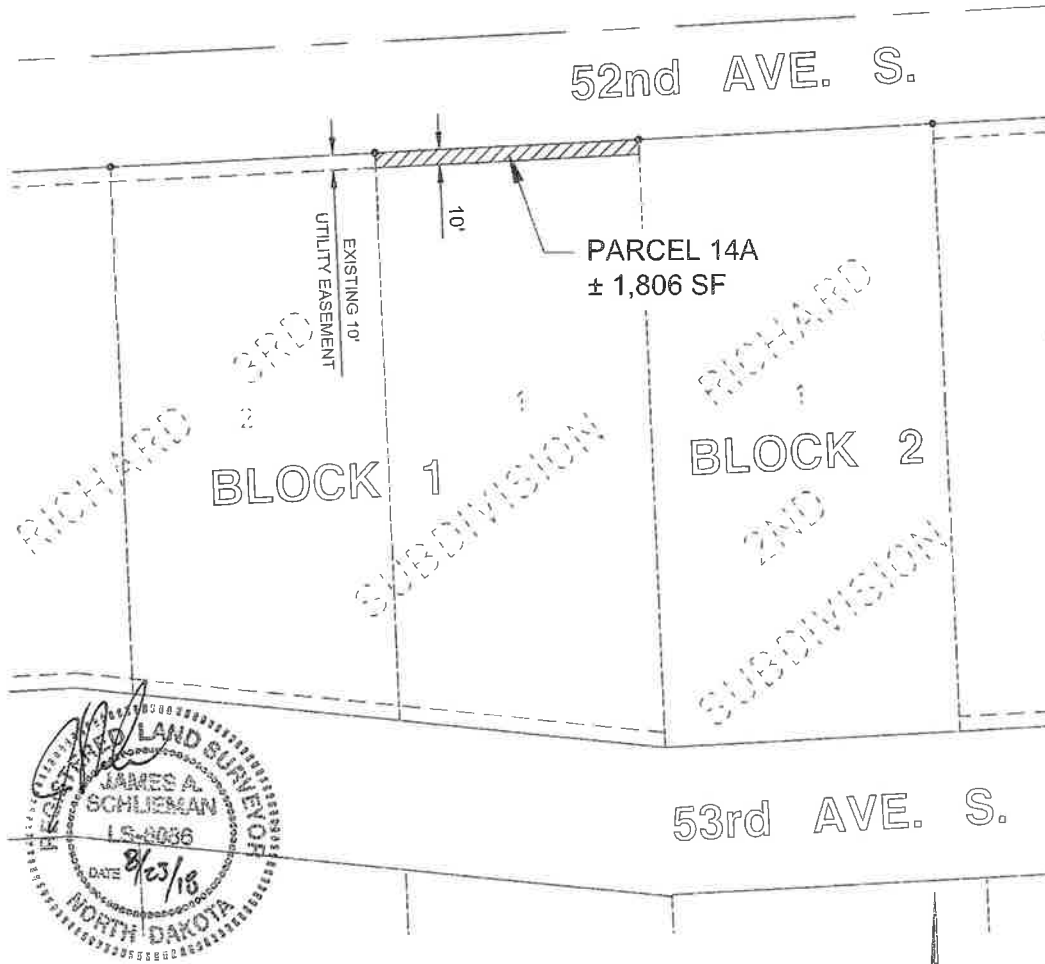
PART OF LOT 2, BLOCK 1, RICHARD 3RD SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 1

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PARCEL 14A  
 PART OF LOT 1, BLOCK 1  
 RICHARD 3RD SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: KEN PAWLUK LLC



**Description- Parcel 14A: (Temporary Construction Easement)**

The North 10.00 feet of Lot 1, Block 1, Richard 3<sup>rd</sup> Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 1,806 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO.  
6059-0145

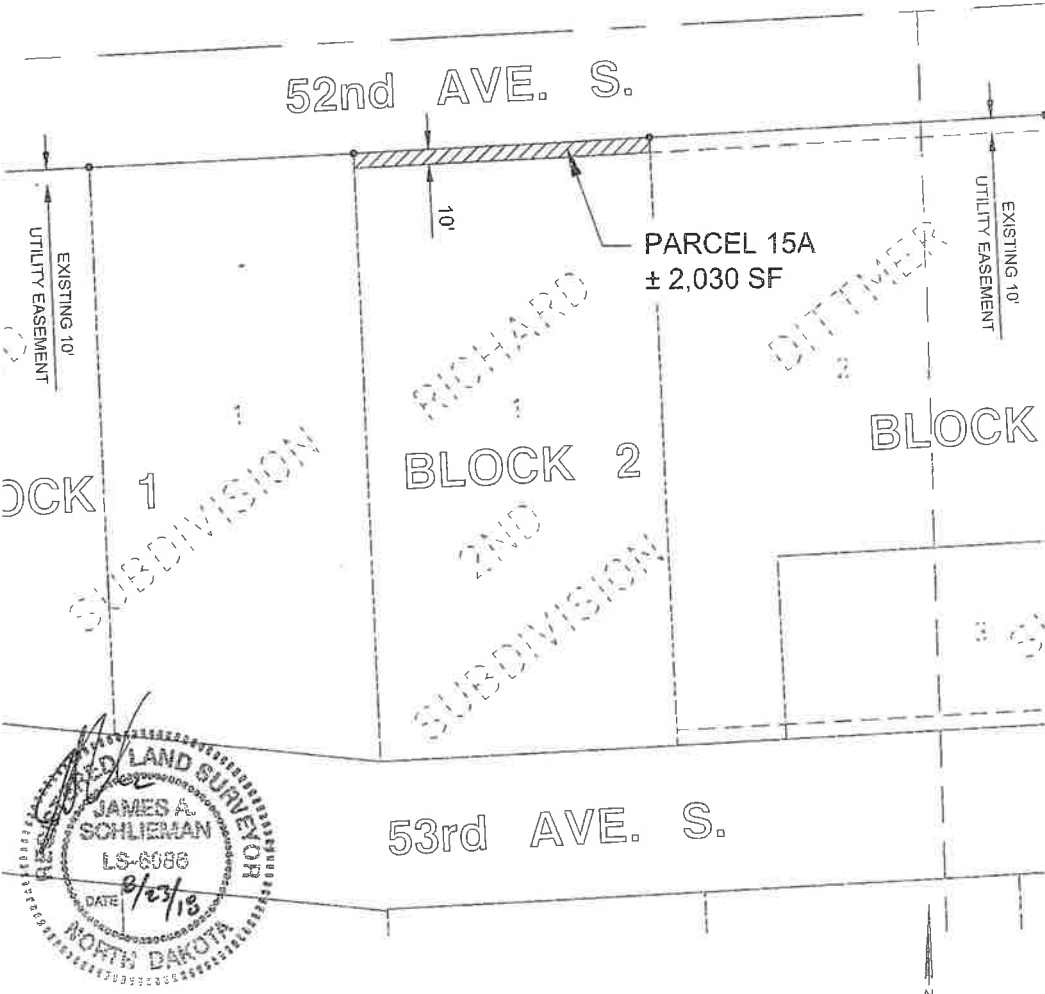
PART OF LOT 1, BLOCK 1, RICHARD 3RD SUBDIVISION,  
CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 1

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PARCEL 15A  
 PART OF LOT 1, BLOCK 2  
 RICHARD 2ND SUBDIVISION  
 CITY OF FARGO, CASS COUNTY  
 STATE OF NORTH DAKOTA

OWNER: KEN PAWLUK LLC



**Description- Parcel 15A: (Temporary Construction Easement)**

The North 10.00 feet of Lot 1, Block 2, Richard 2<sup>nd</sup> Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 2,030 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



**EASEMENT EXHIBIT**

PROJECT NO. 6059-0145	PART OF LOT 1, BLOCK 2, RICHARD 2ND SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
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