

FARGO CITY COMMISSION AGENDA
Monday, November 6, 2017 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 23, 2017; Special Meetings, October 24, 2017 and October 30, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 10/23/17:
 - a. Rezoning Certain Parcels of Land Lying in Tunheim Addition.
 - b. Amending Section 20-0401 of Article 20-04 of Chapter 20 of the Fargo Municipal Code Relating to Use Regulations.
- 2. Applications for Games of Chance:
 - a. Pink It Forward for bingo from 11/22/17 to 2/7/18 (amended).
 - b. Bethany Auxiliary for a calendar raffle from 11/15/17 to 1/17/18.
 - c. Cory Hjelden Relief Fund for a raffle and raffle board on 11/12/17.
 - d. Dakota Medical Foundation – Lend A Hand for a raffle on 11/20/17.
- 3. Tax exemptions for improvements made to buildings:
 - a. Douglas G. and Charlotte M. Grant, 3031 Bohnet Boulevard (3 year).
 - b. Douglas J. and Renelda J. Hushka, 2720 26th Avenue South (3 year).
 - c. Sheila Koser and Hoadley Harris, 2725 30th Avenue South (3 year).
 - d. Joel M. Fremstad and Jennifer S. Soupir-Fremstad, 4026 Copperfield Court South (3 year).
 - e. Sheri R. McMahon, 717 7th Avenue North (5 year).
 - f. Scott A. Hansey and Barbara Mohs, 2519 Columbus Circle South (5 year).
 - g. Gary J. and Amie C. Haugo, 808 8th Street South (5 year).
 - h. Kenneth J. and Brenda J. Lenoue, 1001 21st Avenue South (5 year).
 - i. Beverly A. Bjorland, 2214 10th Street South (5 year).
 - j. Randau F. and Robyn M. Wimmer, 2501 West Country Club Drive South, Unit H (5 year).
 - k. Old Town LLC, 611 9th Avenue North (5 year).
 - l. Mark. L. and Jacquelin J. Stenehjem, 1611 8th Street South (5 year).
 - m. Davis B. Beattie, 2005 15th Avenue South (5 year).
 - n. Holland's Consortio Inc., 1545 15th Street South (5 year).
 - o. Steven M. and Sara A. Madsen, 61 15th Avenue North (5 year).

4. Fire Department budget adjustment and contract with the ND Division of Homeland Security for grant funding, in the amount of \$20,512.00, FY 2018 Hazardous Materials Emergency Preparedness Training Grant (CFDA #20.703).
5. Agreement for Services with Deb Haugen to provide dietitian consulting services for the Cass-Clay School Wellness Policy Project.
6. Direct City Attorney's office to review and update Section 35-0102 of Article 35-01 of Chapter 35 Relating to Sale of Tobacco Products.
7. ND Department of Commerce Emergency Solutions Grant to support operational expenses for the Gladys Ray Shelter.
8. Agreement for Services with the Fargo-Moorhead METRO COG for the Cass Clay Food Commission.
9. Contract Agreement with North Dakota State University to provide a breastfeeding friendly environment for employees.
10. Notice of Grant Award with the ND Department of Health and Human Services for regional public health network implementation (CFDA #93.758).
11. Agreement for Services with Child Care Aware of North Dakota to provide training opportunities to licensed child care center staff to meet annual health code training requirements.
12. Contract Agreement with Academy for Children to provide a breastfeeding friendly environment.
13. Agreement for Services with Community Medical Services Montana-Private, LLC to provide medication assisted treatment and counseling.
14. Contract Agreement with Dana Rieth to implement healthy concession stand options.
15. Bid award for one rental excavator and three haul trucks at the landfill (RFP17296).
16. Bid award for walk through detection equipment at the FARGODOME.
17. Bid award for one skid steer loader at the FARGODOME.
18. Bid award for one articulated wheel loader at the FARGODOME.
19. Memorandum of Understanding with the Red River Radio Amateurs.
20. Amend the 2017 CIP to include the reconstruction of Storm Sewer Lift Station No. 7 and creation of Project No. NR-17-C1.
21. Time extension of an additional week for Project No. FM-14-63.
22. Negative Final Balancing Change Order No. 1 in the amount of -\$1,083.00 for Project No. PR-17-C1.
23. Memorandum of Understanding with Tharaldson Ethanol Plant I, LLC.

24. Third Amendment to Memorandum of Understanding with Tharaldson Ethanol Plant I, LLC.
25. ND Department of Transportation State Aid for Public Transit Agreement in the amount of \$12,787.00 (Contract No. 38171458).
26. Walmart Community Grant Program Award in the amount of \$2,500.00 for the Fargo Police Department.
27. Submittal of letter committing to the local share of 25% for a Pre-Disaster Mitigation grant application to FEMA.
28. Bid advertisement for Project No. WA1552.
29. Resolution approving Plat of Maple Valley 3rd Addition.
30. Contract and bond for Project No. TR-17-B1.
31. Bills.
32. Reimbursement Agreement with Magellan Pipeline Company, L.P. in the amount of \$65,000.00 for relocation of the Magellan gas line rectifier and ground bed for Improvement District No. BN-17-A1.
33. Change Order No. 2 for an increase of \$28,596.70 for Improvement District No. BN-17-A1.
34. Change Order No. 2 for an increase of \$82,726.00 and time extension to 1/5/18 for Improvement District No. BR-17-F1.
35. Final Balancing Change Order No. 1 for Improvement District No. UR-17-F1.
36. Negative Final Balancing Change Order No. 1 in the amount of -\$6,283.56 for Improvement District No. NN-14-01.
37. Time extension to 11/25/17 for Improvement District No. BR-17-C1.
38. Bid award for Improvement District No. BN-16-H1.

REGULAR AGENDA:

39. Receive annual purchasing card rebate check for FY 2016/2017 in the amount of \$284,522.00 as presented by PFM Payment Solutions.
40. Public Hearings - 5:15 pm:
 - a. WITHDRAWN - Appeal of a Board of Adjustment decision on a variance request at 3931 and 3949 37th Avenue South to allow a proposed building to be constructed to a lower elevation than would otherwise be required by the City's Floodproofing Code, as referenced by Article 21-06 of the Fargo Municipal Code; denied by the Board of Adjustment on 8/22/17; continued from 9/25/17 and 10/9/17 Regular Meetings.
 - b. Renaissance Zone Project for Scoop N Dough Candy Company LLC for a commercial lease project located at 206 Roberts Alley North.

41. Recommendation for appointments and reappointments to the following Boards and Commissions:
 - a. Tax Exempt Review Committee County appointment.
 - b. Convention and Visitors Bureau.
42. Consider five-year extension to the current agreement with Erik R. Johnson & Associates, Ltd. to provide general legal and prosecution services to the City of Fargo.
43. Consider Resolution to authorize the filing of an application with the ND Department of Health for a loan under the Clean Water Act for the Fargo Wastewater Treatment Plant Improvements (Project No. WW1701).

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(la)

ORDINANCE NO. _____

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AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN TUNHEIM ADDITION,
FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 5, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 23, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Tunheim Addition to the City of Fargo, County of Cass, State of North Dakota,

is hereby rezoned from "AG", Agricultural, District to "LI", Limited Industrial, District.

Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

16

ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTION
20-0401 OF ARTICLE 20-04 OF CHAPTER 20 OF THE FARGO
MUNICIPAL CODE RELATING TO USE REGULATIONS

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

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

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

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

8 NOW, THEREFORE,

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

10
11 Section 1. Amendment.

12 Section 20-0401 of Article 20-04 of Chapter 20 of the Fargo Municipal Code is
13 hereby amended to change the Use for DMU category under Household Living from “use
14 permitted by-right but subject to use-specific standards of Sec. 20-0402” to “use permitted
15 by-right” in the DMU zoning district under the specified use types of “House, Attached”,
“Duplex” and “Multi-Dwelling Structure”, and, thus, said Section 20-0401 is amended to
read as follows:

16 **[Remainder of page intentionally left blank]**
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Article 20-04
Use Regulations

§20-0401 Use Table

Table 20-0401 lists the uses allowed within zoning districts.

A. Use Categories

All of the use categories listed in Table 20-0401 are explained in Sec. 20-1203. The second column of the use table contains an abbreviated explanation of the respective use category. If there is a conflict between the abbreviated definition and the full explanation contained in Sec. 20-1203, the provisions of Sec. 20-1203 will control.

B. P Uses Permitted By-Right

A “P” indicates that a use category is allowed by-right in the respective zoning district. These permitted uses are subject to all other applicable regulations of this Land Development Code.

C. C Conditional Uses

A “C” indicates that a use category is allowed only if reviewed and approved as a Conditional Use, in accordance with the Conditional Use review procedures of Sec. 20-0909. Conditional Uses are subject to all other applicable regulations of this Land Development Code.

D. /C Uses Subject to Specific Conditions

A “P” or a “C” that is accompanied by the symbol “/C” indicates that the listed use type is subject to use-specific conditions. The standards are listed alphabetically in Sec. 20-0402.

E. - Uses Not Allowed

A “-” indicates that a use type is not allowed in the respective zoning district, unless it is otherwise expressly allowed by other regulations of this Land Development Code.

F. New or Unlisted Uses

If an application is submitted for a use type that is not listed in the use table, the Zoning Administrator shall be authorized to make a similar use interpretation based on the use category descriptions of Sec. 20-1203 and the similar use interpretation criteria of Sec. 20-1203-B. If the Zoning Administrator determines that the proposed use does not fit any of the use category descriptions of Sec. 20-1203, no similar use interpretation shall be made. In the event that a similar use interpretation cannot be made, the Zoning Administrator shall be authorized to allow the proposed use type as a conditional use in the LI district or as a use permitted by-right in the GI district.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Table 20-0401

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																				
			A G	S R 0	S R 1	S R 2	S R 3	S R 4	S R 5	M R 1	M R 2	M R 3	U M U	U M H P	N O	N C	G O	L C U	D M U	G C I	L I I	P I I	
Residential Household Living	residential occupancy of a dwelling unit by a "household"	House, Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	P	C	-	-	
		House, Attached	-	-	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	PF E	C	-	-
		Duplex	-	-	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	PF E	C	-	-
		Multi-Dwelling Structure	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	C	C	PF E	C	-	-
		Mobile Home Park	-	-	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-
Group Living	residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	-	
		C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Bed and Breakfast	A facility of residential character that provides sleeping accommodations and breakfast	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	-	
		C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Group Living Restricted Residency	Residential occupancy of a structure by a group of four or more individuals that have been convicted of a felony	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	-	
		C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Institutional College	colleges and institutions of higher learning	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	P/C [G]	
		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	-
		C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]
Community Service	public, nonprofit, or charitable uses, generally providing a local service to the community	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	-	
		C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Day Care		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
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Detention Facilities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
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C = Conditional Use, Subject to Procedures of Sec. 20-0909 ■ Some uses also Subject to Site Plan Review (See Sec. 20-0910) or to a Traffic Impact Study as required by Sec. 20-0701(L) ■ C/C = Conditional Use -And Subject to Use-Specific Standards of Sec. 20-0402

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

* * * *

Section 3. Penalty.

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

Section 4. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

(SEAL)

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

Amended

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

Name of Non-profit Organization Pink It Forward		Date(s) of Activity ^(*) 2-7-18 11/22/2017 to 2/2/2018		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Kayla Leier		Title Vice Presiden		Business Phone Number (701) 367-4466	
Business Address 4265 45th St, Ste 111-17		City Fargo		State ND	Zip Code 58104-4309
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Billiards & Gastropub		Site Address 3234 43rd St S			
City Fargo		State ND	Zip Code 58104-8644	County Cass	
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 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	Designer Purses	\$8,080.00			
Bingo	Designer Wallets	\$2,718.00			

(Limit \$12,000 per year)
 Total: \$ 10,798.00

Intended uses of gaming proceeds: to benefit the nonprofit Pink It Forward. Funds will be used to purchase supplies sent within care packages to individuals diagnosed with breast cancer.

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 0.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Dee Ann Gallagher</i>	Date 10/28/2017	Title President, Co-founder	Business Phone Number (701) 426-5969
--	--------------------	--------------------------------	---

Pink It Forward Designer Purse Bingo – Fargo Billiards & Gastropub

Event Dates

November 22nd, 2017

December 31st, 2017

January 17th, 2018

February 7th, 2018

Retail Prize Values

Designer Purses

4 at \$195.00

8 at \$229.00

8 at \$250.00

6 at \$279.00

6 at \$299.00

Total – \$8,080.00

Designer Wallets

6 at \$75.00

6 at \$118.00 708

6 at \$148.00 592

4 at \$168.00 336

Total - \$2,718.00

Grand Total - \$10,798.00



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

114995
10/30/17
25.00

26

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

Form with fields: Name of Non-profit Organization (Bethany Auxiliary), Date(s) of Activity (11/15/2017 to 1/17/2018), Person Responsible (Laurie Schnabel), Business Address (4255 30 Ave S), City (Fargo), State (ND), Zip Code (58104-9034), Name of Site Where Game(s) will be Conducted (Bethany Retirement Living), Site Address (4255 30 Ave S), City (Fargo), State (ND), Zip Code (58104-9034), County (Cass). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, [X] Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 2 columns: Game Type, Description of Prize, Retail Value of Prize. Row 1: 50-50 Raffle, Cash, 300.00.

Total: (Limit \$12,000 per year) \$ 300.00

Intended uses of gaming proceeds: _____

Does the organization presently have a state gaming license? [X] 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? [X] 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 [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 124.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official (Laurie Schnabel), Date (10-25-17), Title (Dir., Community Life), Business Phone Number ((701) 478-8904)



(20)

\$25.00
V#2215
11-1-17

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 CORA HAYDEN RELIEF FUND		Date(s) of Activity Nov 12 2017	For a raffle, provide drawing date(s): Nov 12, 2017	
Person Responsible for the Gaming Operation and Disbursement of Net Income Wes VanderBush		Title LEAD VOLUNTEER	Business Phone Number 701-306-8255	
Business Address 216 PRAIRIEWOOD DR. S.		City Fargo	State ND	Zip Code 58103
Mailing Address (if different)		City	State	Zip Code
Name of Site Where Game(s) will be Conducted THE BOWLER		Site Address 2630 S. UNIV. DR.		
City Fargo		State ND	Zip Code 58103	County CASS
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.				
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *				

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
50/50	CASH	\$1000			
RAFFLE	MN WILD PRG.	\$375			
Total:					(Limit \$12,000 per year) \$ 1375.00

Intended uses of gaming proceeds: DEPOSITED INTO RELIEF FUND

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 11/1/17	Title Lead Volunteer	Business Phone Number 701-306-8255
--	------------------------	--------------------------------	--



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

2d

\$2500
 CC 73602
 11-17

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

Name of Non-profit Organization Dakota Medical Foundation - Lend A Hand		Date(s) of Activity 11/20/2017 to 11/20/2017		For a raffle, provide drawing date(s): 11/20/17	
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
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 58103-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Paddle Game	Gift Cards	\$200.00			
Total:					(Limit \$12,000 per year) \$ 200.00

Intended uses of gaming proceeds: Proceeds will be donated to DMF to benefit the Lend A Hand 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 1-800-326-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 4,890.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Walter Wagner</i>	Date 10/31/2017	Title Executive Director, Dmf	Business Phone Number (701) 271-0263
--	--------------------	----------------------------------	---



3a

October 18, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3031 Bohnet Blvd. N as submitted by Douglas G. & Charlotte M. Grant. 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 \$30 with the City of Fargo's share being \$5.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style with a large, sweeping initial "B".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Douglas + Charlotte Grant Phone No. 298-2928

2. Address of Property 3031 Bohnet Blvd N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. _____
L+10 BIK 3 Edgewood Farms

4. Parcel Number 01-0735-00340DU Residential Commercial Central Business District

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

Description Of Improvements For Exemption

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

7. Building Permit No. 170800 8. Year Built 1981

9. Date of Commencement of making the improvement May 2017

10. Estimated market value of property before improvement \$ 283,700

11. Cost of making the improvement (all labor, material and overhead) \$ 12,500

12. Estimated market value of property after improvement \$ 286,200

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 Douglas J. Grant Charlotte Grant Date 10/18/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
Assessor's Signature Don Dinska Date 10/18/17

Action of Governing Body

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



36

October 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2720 26 Ave S as submitted by Douglas J & Renelda J Hushka. 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 \$270 with the City of Fargo's share being \$45.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1.	Name of Property Owner <u>Douglas: Renelda Hushka</u>	Phone No. _____
2.	Address of Property <u>2720 26 Ave S</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3.	Legal description of the property for which the exemption is being claimed. _____ <u>4.3 Blk 2 Westlake Stn</u>	
4.	Parcel Number <u>01-4004-00440-00</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5.	Mailing Address of Property Owner <u>2720 26 Ave S</u>	
	City <u>Fargo</u>	State <u>ND</u> Zip Code <u>5103</u>

Description Of Improvements For Exemption

6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>update masterbath with walk-in shower</u>	
7.	Building Permit No. <u>170833</u>	8. Year Built <u>1991</u>
9.	Date of Commencement of making the improvement <u>May 16, 2017</u>	
10.	Estimated market value of property before improvement	\$ <u>407,300</u>
11.	Cost of making the improvement (all labor, material and overhead)	\$ <u>35,000</u>
12.	Estimated market value of property after improvement	\$ <u>424,900</u>

Applicant's Certification and Signature

13.	I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
	Applicant's Signature <u>Renelda Hushka</u>	Date <u>10/9/17</u>

Assessor's Determination

14.	The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>3 YEARS FOR QUALIFYING WORK</u>	
	Assessor's Signature <u>Dee Anshka</u>	Date <u>10/23/17</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

30

October 23, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2725 30 Ave. S as submitted by Sheila Koser & Hoadley Harris. 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 \$300 with the City of Fargo's share being \$50.

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 Shoila Koser & Hoodley Harris Phone No. 701-388-5416

2. Address of Property 2725 30 Ave S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt. 1 Blk 1 Terry Lake Addition

4. Parcel Number 01-3195-00023-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 2725 30 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). Upstairs Bath - downstairs Bath
Hardwood floors, Deck

7. Building Permit No. 170064 8. Year Built 1986

9. Date of Commencement of making the improvement Feb 1 2017

10. Estimated market value of property before improvement \$ 339,700

11. Cost of making the improvement (all labor, material and overhead) \$ 75,000 - ~~50,000~~

12. Estimated market value of property after improvement \$ 363,100

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 Shoila Koser Date Oct 10, 2017

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 Shulka Date 10/23/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3d

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

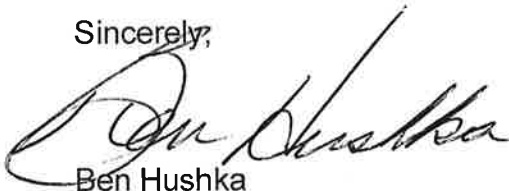
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 4026 Copperfield Ct. S as submitted by Joel M. Fremstad & Jennifer S. Soupir-Fremstad. 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 \$490 with the City of Fargo's share being \$85.

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 JOEL FRENSTAD & JENNIFER SOQUIZ-FRENSTAD Phone No. 101-361-8445

2. Address of Property 4026 COPPERFIELD CT S
 City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. LT 5 BLK 1
COPPERFIELD

4. Parcel Number 01-0497-00050-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

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

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

X 9. Date of Commencement of making the improvement September 2015

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

X 11. Cost of making the improvement (all labor, material and overhead) \$ 80,711.70

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

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 10/25/17

Assessor's Determination

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

Assessor's Signature [Signature] Date 10/27/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3e

October 18, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 717 7 Ave. N as submitted by Sheri R. McMahon. 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 \$85 with the City of Fargo's share being \$15.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Sheri McMahon Phone No. 293-6511

2. Address of Property 717 7 Ave N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Pt of L+6 B1K3 Harwoods / B1K2 Park

4. Parcel Number 01-2280-00280W 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 main floor bath + finish gutted bath on 2nd floor

7. Building Permit No. 170475 8. Year Built 1910

9. Date of Commencement of making the improvement April 2017

10. Estimated market value of property before improvement \$ 123,800

11. Cost of making the improvement (all labor, material and overhead) \$ 10,000

12. Estimated market value of property after improvement \$ 130,400

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 10-9-17

Assessor's Determination

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

Assessor's Signature [Signature] Date 10/18/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3f

October 23, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2519 Columbus Cir. S as submitted by Scott A. Hansey & Barbara Mohs. 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 \$465 with the City of Fargo's share being \$80.

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 SCOTT HANSEY / BARB MONS Phone No. (701) 388-0822
2. Address of Property 2519 COLUMBUS CIRS City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Lot 5 Block Arrowhead Addn 01-0065-00350-000
4. Parcel Number Residential [checked] Commercial [] Central Business District []
5. Mailing Address of Property Owner 2519 COLUMBUS CIRS 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). FIRE PLACE ROOM, 2 BATH ROOMS, WINDOWS IN UP STAIRS Bedroom
7. Building Permit No. 171414 8. Year Built 1975
9. Date of Commencement of making the improvement 6/1/17
10. Estimated market value of property before improvement \$ 183,900
11. Cost of making the improvement (all labor, material and overhead) \$ 30,000
12. Estimated market value of property after improvement \$ 219,800

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 [Signature] Date 10-15-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has [checked] has not [] met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK Assessor's Signature [Signature] Date 10/25/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

39

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

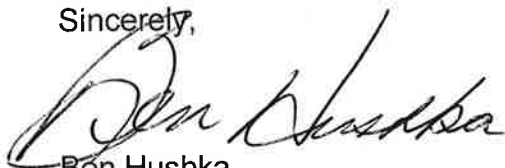
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 808 8 St. S as submitted by Gary J. & Amie C. Haugo. 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 \$95 with the City of Fargo's share being \$1p5.

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 Gary & Amie Haugo Phone No. _____

2. Address of Property 808 8 st S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
LTS 17-21 B11K L Charles A Roberts

4. Parcel Number 01-2400-015000 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). Repair overhang, Gutters, Replace windows to Replace rotted decorative Rafters on Exterior

7. Building Permit No. 171577 8. Year Built 1915

9. Date of Commencement of making the improvement August 2017

10. Estimated market value of property before improvement \$ 444,100

11. Cost of making the improvement (all labor, material and overhead) \$ 28,100

12. Estimated market value of property after improvement \$ 451,300

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 10-27-17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 10/27/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3h

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1001 21 Ave. S as submitted by Kenneth J. & Brenda J Lenoue. 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 \$395 with the City of Fargo's share being \$65.

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 Kenneth J & Brenda J Lenoue Phone No. (701) 234-0958
 2. Address of Property 1001 21 Ave S
 City FARGO State ND Zip Code 58103
 3. Legal description of the property for which the exemption is being claimed. Lot W 90.3 FT
OF 27 BLK 8 Harry A. Schnell 2nd
 4. Parcel Number 01-2700-00500-000 Residential Commercial Central Business District
 5. Mailing Address of Property Owner 1001 21 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). REPLACE SHEETROCK IN OFFICE SPACE, ADD CABINETS, REPLACE PATIO DOOR, Basement Remodel
 7. Building Permit No. 170423 8. Year Built 1960
 9. Date of Commencement of making the improvement April 1st - 2017
 10. Estimated market value of property before improvement \$ 263,400
 11. Cost of making the improvement (all labor, material and overhead) \$ 2017 cost 38K - Total Addition \$205K
 12. Estimated market value of property after improvement \$ 293,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
 Applicant's Signature [Signature] Date 10/25/2017

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 10/27/17

Action of Governing Body

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

 Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3i

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

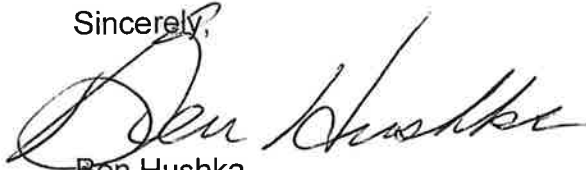
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2214 10 St. S as submitted by Beverly A. Bjorland. 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 \$740 with the City of Fargo's share being \$125.

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 Beverly Bjorland Phone No. 701-566-2541
 2. Address of Property 2214 90 St. S.
 City FARGO State ND Zip Code 58103
 3. Legal description of the property for which the exemption is being claimed. Lt. 8 Blk. 3 Schonbergs
 4. Parcel Number 012710-00590-000 Residential Commercial Central Business District
 5. Mailing Address of Property Owner 2214 10 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). Basement gutted. Sauna removed. Bathrooms enlarged. Basement sheetrock walls & ceiling, (over)
 7. Building Permit No. 170125 8. Year Built 1963
 9. Date of Commencement of making the improvement January 2017
 10. Estimated market value of property before improvement \$ 187,300
 11. Cost of making the improvement (all labor, material and overhead) \$ 35,800
 12. Estimated market value of property after improvement \$ 244,400

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
 Applicant's Signature Beverly A. Bjorland Date 10/20/2017

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 Den Hushka Date 10/27/17

Action of Governing Body

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

 Chairman of Governing Body _____ Date _____



31

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2501 West Country Club Dr. S Unit H as submitted by Randau F. & Robyn M. Wimmer. 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 \$270 with the City of Fargo's share being \$45.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Randau & Robyn Wimmer Phone No. _____

2. Address of Property 2501 West Country Club Dr. S. Unit H
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
N 78' of Lt. 14 & S 72' of Lt. 15 Blk 3 Country Club Acres

4. Parcel Number 01-0501-00150-080 Residential Commercial Central Business District

5. Mailing Address of Property Owner 2501 West Country Club Dr. S Unit H
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). flooring (vinyl), kitchen cabinets, bathroom shower, floor and cabinets, electrical circuit breaker panel

7. Building Permit No. BL 20171578 8. Year Built 1966

9. Date of Commencement of making the improvement 8/22/17

10. Estimated market value of property before improvement \$ 96,400

11. Cost of making the improvement (all labor, material and overhead) \$ 38,000

12. Estimated market value of property after improvement \$ 117,200

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 Carla J. Wimmer Date 10/26/17

Assessor's Determination

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

Assessor's Signature Ben Nutter Date 10/30/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



3K

October 27, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 611 9 Ave. N as submitted by Old Town LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$220 with the City of Fargo's share being \$35.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka". The signature is written in a cursive style with a large, sweeping initial "B".

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Old Town LLC Phone No. 701-428-1911

2. Address of Property 611 9 Ave N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L411 BIK 15 Douglas

4. Parcel Number 010620006000 Residential Commercial Central Business District

5. Mailing Address of Property Owner PO Box 1755
City Fargo State ND Zip Code 58107

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). Bathroom remodel

7. Building Permit No. BL20170330 8. Year Built 1897

9. Date of Commencement of making the improvement 3/30/17

10. Estimated market value of property before improvement \$ ~~113,100~~ 113,100

11. Cost of making the improvement (all labor, material and overhead) \$ 10,000

12. Estimated market value of property after improvement \$ 130,100

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 7/24/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature [Signature] Date 10/30/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

32

October 30, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1611 8 St. S as submitted by Mark L. & Jacquelin J. Stenehem. 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 \$565 with the City of Fargo's share being \$95.

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 Mark & Jacquelin Stenehjem Phone No. _____

2. Address of Property 1611 8 St. S.
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
S 20' of Lt. 3 & N 40' of Lt 4 Blk 4 Lewis Addition

4. Parcel Number 01-1720 00320000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1611 8 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). remodeled attached single garage into
Reside Dwelling living space by removing wall, then opening wall to stairway; residue
w/ steel siding, more insul. walls

7. Building Permit No. 151998 & 170160 8. Year Built 1954

9. Date of Commencement of making the improvement 6 Oct 2015

10. Estimated market value of property before improvement \$ 287,200

11. Cost of making the improvement (all labor, material and overhead) \$ 120,000

12. Estimated market value of property after improvement \$ 330,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature [Signature] Date 25 Oct 2017

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 10/30/17

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT



October 23, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2005 15 Ave S. as submitted by Davis B. Beattie. 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 \$20 with the City of Fargo's share being \$5.

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 Davis Beattie Phone No. 701-400-2619

2. Address of Property 2005 15 Ave S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt. 17 Blk 5 Sally Hilleboe Addn.

4. Parcel Number 01-1240-01320-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 2005 15 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). Upgrade Master Bathroom from 1/2 to 3/4. Added shower, new vinyl floor, new granite counter

7. Building Permit No. 162512 8. Year Built 1970

9. Date of Commencement of making the improvement 11/1/16

10. Estimated market value of property before improvement \$ 183,500

11. Cost of making the improvement (all labor, material and overhead) \$ 5,000

12. Estimated market value of property after improvement \$ 185,100

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 10/18/17

Assessor's Determination

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

Assessor's Signature [Signature] Date 10/23/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3n

October 23, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

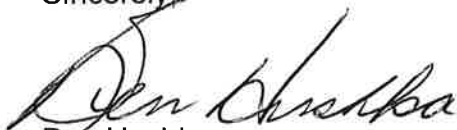
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1545 15 St. S as submitted by Holland's Consortio Inc. 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 \$285 with the City of Fargo's share being \$50.

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 HOLLANDS CONSULTING, INC Phone No. 781-233-6131

2. Address of Property 1545 154th St S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. S 7' of Lt. 11 & N 37' of Lt 12 Bk 19 Morton's Dotys

4. Parcel Number 01-2040-04560-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1201 Center Ave

City MOORHEAD State MN Zip Code 56560

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). Appl + Bath work provided, New window, door, New kitchen + bath, New up stairs

7. Building Permit No. 171650 8. Year Built _____

9. Date of Commencement of making the improvement Sept 13, 2017

10. Estimated market value of property before improvement \$ 98,700

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

12. Estimated market value of property after improvement \$ 120,900

Applicant's Certification and Signature

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

Applicant's Signature [Signature] Date 10-20-17

Assessor's Determination

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

Assessor's Signature [Signature] Date 10/23/17

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

30

October 23, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

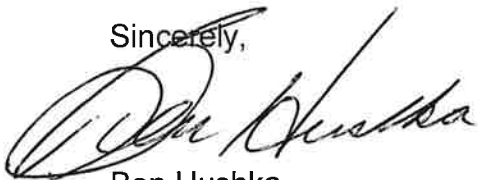
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 61 15 Ave N as submitted by Steven M & Sara A Madsen. 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 \$360 with the City of Fargo's share being \$60.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Steven & Sara Madsen Phone No. 701-306-5013

2. Address of Property 61 15th Ave N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot ALL OF 24 & E 1/2 OF 25 Block 6
REPLAT (07/18/1949 B-D, P-80 & 81) McDermotts

4. Parcel Number 01-1890-01340-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 61 15th Ave N
City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New windows throughout the whole home, Dedicated Laundry Room added by sectioning off part of the former eat in kitchen, Kitchen Remodel (reused old cabinets), New flooring in 4 rooms, New interior paint and stain, Exterior Doors, Exterior Paint, Attic insulation - added with new protection for better ventilation from bathrooms and soffits.

7. Building Permit No. 171038/171285 8. Year Built 1955

9. Date of Commencement of making the improvement June 2017

10. Estimated market value of property before improvement \$ 174,600

11. Cost of making the improvement (all labor, material and overhead) \$ 43,700

12. Estimated market value of property after improvement \$ 202,300

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Sara Madsen Date 10/23/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Don Neuhoff Date 10/23/17

Action of Governing Body

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

CITY OF Fargo Fire Department

4

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: OCTOBER 23, 2017

SUBJECT: 2018 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS TRAINING GRANT

The North Dakota Department of Emergency Services (NDDES) – Division of Homeland Security has approved a grant application for the FY 2018 Hazardous Materials Emergency Preparedness (HMEP) training grant in the amount of \$20,512.00. This grant must be matched on an 80-20 basis (cash or in-kind). The FFD intends to use in-kind opportunities for the 20 percent match.

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 \$20,512.00 for the FY 2018 Hazardous Materials Emergency Preparedness training grant. (CFDA #20.703 HMEP Grant)

SD/LS
Enclosure

Cc: Kent Costin

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 NOTICE OF GRANT AWARD	ND DHS Director: Greg M. Wilz PO Box 5511 Bismarck, ND 58506-5511 Recipient Contact Name: Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 2018 Hazardous Materials Emergency Preparedness (HMEP) Training Grant	
Federal Award Identification Number: HM-HMP-0556-16	Federal Award Date: September 30, 2017
CFDA No. 20.703 HMEP Grant	Federal Award to NDDES: \$516,715.00

Subrecipient Name and Address: Fargo Fire Department 637 NP Ave Fargo, ND 58102 Subrecipient Contact Name: Mr. Tim Binfet Telephone: 7012418138 Subrecipient DUNS Number: 070265871	Grant Number 7	County/Tribe Cass	DES Grant Code: A0560-001-2018-HMEPT
	Performance Period From: 10/1/2017		Through: 9/30/2018

Financial Information Amount of Financial Assistance	Grant Amount \$20,512.00	Subrecipient Cost Share \$5,128.00	Total Project Cost \$25,640.00
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All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.

Scope of Service: This grant award is being awarded to the Fargo Fire Department for Hazardous Materials Operational or Technical Level Training.



Reporting Requirements: Project Status Reports on project must be submitted to NDDES on a quarterly basis. This report form can be found on our website at <http://www.nd.gov/des/forms/>
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 Grantee / Sub-Recipient must submit copies of the conferences' agendas as soon as they are available and prior to any expenditures. No expenditures may be made until the agendas are reviewed and approval granted by PHAMSA .

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

- 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at <http://www.nd.gov/des/uploads/resources/880/fiscal-and-program-policy---nddes.pdf>
- 2) Applicable Federal and State laws and regulations
- 3) General terms and Conditions

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 10/23/17	 Signature	Date: 10/16/2017
Typed Name and Title of Authorized Representative Steven J. Dirksen, Fire Chief		Typed Name and Title of Authorized Representative Greg M. Wilz Director	

FY 2018 HMEP Budget Report

Applicant ID Applicant

A0560 Fargo Fire Department

Category ID Category Description

24 Training

Item Number	Item Description	Quantity	Unit Price	Total	Payment	Balance
24TR-02-TRAV	Travel / Per Diem - Training Activities	1	\$14,240.00	\$14,240.00	\$0.00	\$14,240.00
Item Number	Item Description	Quantity	Unit Price	Total	Payment	Balance
24TR-11-TUIT	Tuition/Registration Fee - Training Activities	1	\$6,272.00	\$6,272.00	\$0.00	\$6,272.00

	Total Budget	Total Payment	Balance
Totals	\$20,512.00	\$0.00	\$20,512.00



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

5

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: OCTOBER 27, 2017

**RE: GRANT AGREEMENT FOR \$10,000 WITH CONSULTANT DEB
HAUGEN**

The attached Agreement for Services with Deb Haugen for \$10,000 is for dietitian consulting services for a Cass-Clay Alive! Schools Alive! Project.

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

Suggested Motion: Move to approve the Agreement for Services with Deb Haugen for the Cass-Clay Alive! Schools Alive! Project.

RR/LA
Enclosure



AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of October, 2017, by and between Fargo Cass Public Health ("FCPH"); and Deb Haugen (Independent Contracting Consultant).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2017, through September 30, 2018.
- B. Services to be provided by independent contractor:** Independent contractor will work with Cass Clay Alive! Schools Alive! by providing dietetic consulting services to work with Cass and Clay county schools. Duties will include: continue support for Smarter Lunchroom principles to create healthy school environments, plan and host at least four School Nutrition Service Directors and Managers gatherings during the 2017-18 school year and one training directed to Head Start, attend workshops to acquire relevant information and updates on school wellness policies and Smarter Lunchrooms principles and share with Schools Alive! partners. Complete the final report due to Dakota Medical Foundation by September 30, 2018 and assist with monthly reports as needed.
- C. Reimbursement:** The contracting consultant shall be reimbursed \$40.00 per hour for 250 hours for a total of \$10,000.00.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee 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 service agreement. I hereby certify that the above assurances and provisions of service 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 purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

CONSULTANT

By Ruth Roman
Ruth Roman, Director of Public Health

By Debra L. Haugen
Deb Haugen, Independent Contractor

Date 10/27/17

Date 10/26/17

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

Date _____



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



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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

LARRY ANENSON
DIRECTOR OF HEALTH PROTECTION AND PROMOTION

DATE: OCTOBER 27, 2017

RE: SECTION 35-0102 OF ARTICLE 35-01 OF CHAPTER 35
SALE OF TOBACCO PRODUCTS

Staff at Fargo Cass Public Health request Section 35-0102 of Article 35-01 of Chapter 35 regarding the Sale of Tobacco Products be sent to the City Attorney's office for review and updates. The major content change being recommended is prohibiting any mobile vendor, person, or business to sell or deliver tobacco products from a mobile vendor vehicle, pushcart, motor vehicle, trailer, or from any other moveable facility.

If you have any questions, please contact Larry Anenson at 241-8575.

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and update Section 35-0102 of Article 35-01 of Chapter 35 regarding the Sale of Tobacco Products.

RR/lja
Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 35-0102, OF ARTICLE
35-01 OF CHAPTER 35 OF THE FARGO MUNICIPAL CODE
RELATING TO SALE OF TOBACCO PRODUCTS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code is hereby amended to read as follows:

35-0102. Authority to sell tobacco.--The city of Fargo does hereby grant the authority to sell at retail tobacco or other tobacco products within the city to persons who have a state license as required under chapter 57-36 of the North Dakota Century Code. The authority to sell granted by this Article may be suspended or revoked as provided in this chapter. No mobile vendor, person or business may sell or deliver tobacco products from a mobile vendor vehicle or a push cart, as defined in chapter 18-0308(J), from a motor vehicle or trailer, or from any other moveable facility.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: OCTOBER 19, 2017

**RE: NORTH DAKOTA DEPARTMENT OF COMMERCE,
EMERGENCY SOLUTIONS GRANT
FEDERAL GRANT NUMBER E-17-DC-38-001 CFDA 14.231
INSTRUMENT NUMBER 4211-ESG17 FOR \$44,000**

The attached Emergency Solutions Grant contract with the North Dakota Department of Commerce/DCS is to support operational expenses for the Gladys Ray Homeless Shelter for \$44,000 and requires a \$44,000 match.

The following budget adjustment is required:

2017 Revenue		
GRS ESG State	101-0000-334-10-51	\$17,000

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

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

RR/LA
Enclosure



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

PART I			
BASIC INFORMATION & SIGNATORY SHEET			
PROJECT TITLE Emergency Solutions Grant	INSTRUMENT TYPE <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Contract <input type="checkbox"/> Cooperative Agreement INSTRUMENT NUMBER 4211-ESG17		
RECIPIENT NAME AND ADDRESS Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103	GRANTOR ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 2, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300		
RECIPIENT FEDERAL IDENTIFICATION NUMBER 070265871	BUDGET/PROJECT PERIOD 7/1/17 - 6/30/18	DATE 10/03/17	
RECIPIENT TYPE <input type="checkbox"/> State Government <input type="checkbox"/> Indian Tribal Government <input type="checkbox"/> Local Government <input type="checkbox"/> Individual <input type="checkbox"/> Education <input type="checkbox"/> For Profit Organization <input type="checkbox"/> Hospital <input checked="" type="checkbox"/> Other Nonprofit Organizations <input type="checkbox"/> Other (Specify) _____	FUNDING SOURCE <input checked="" type="checkbox"/> Federal \$ <u>27,000</u> <input checked="" type="checkbox"/> State \$ <u>17,000</u> <input type="checkbox"/> Other \$ _____ State Discretionary Funds		
FEDERAL AUTHORIZING LEGISLATION P.L. 101-625	TYPE OF AWARD <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment No. _____		
FEDERAL GRANT NUMBER E-17-DC-38-0001	CFDA NUMBER 14.231		
ADMINISTERING AGENCY Gladys Ray Shelter	PROJECT ADMINISTRATOR Jan Eliassen	TELEPHONE (701) 364-0116	
PROCUREMENT METHOD (CONTRACTS)			
<input type="checkbox"/> Formal Bid <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/> Small Purchase <input type="checkbox"/> Competitive Negotiation			
FUNDING AUTHORIZATION			
1. DCS Funds Awarded This Action		\$	<u>44,000.00</u>
2. DCS Carryover Funds Authorized		\$	_____
3. DCS Previous Awards This Project Period		\$	_____
4. DCS Previous Deauthorizations This Project Period		\$	_____
5. Current DCS Funds Authorized		\$	<u>44,000.00</u>
6. Recipient Share of Budget		\$	<u>44,000.00</u>
7. Total Approved Budget		\$	<u><u>88,000.00</u></u>
REMARKS			
This award agreement is entered into by the <i>RECIPIENT</i> and <i>GRANTOR</i> specified above. The <i>RECIPIENT</i> agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.			
EVIDENCE OF RECIPIENT ACCEPTANCE		EVIDENCE OF GRANTOR ACCEPTANCE	
NAME Jan Eliassen	NAME Timothy J. Mahoney		
TITLE Director	TITLE Mayor, City of Fargo		
SIGNATURE X	DATE 10/19/2017	SIGNATURE X	DATE 10/23/17

Ruth Roman 10/23/17
Ruth Roman, Director of Public Health



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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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN (RR)
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 23, 2017

RE: AGREEMENT FOR SERVICES WITH FARGO-MOORHEAD METRO COG FOR \$6,000 FOR THE CASS CLAY FOOD COMMISSION

The attached Agreement for Services with F-M Metro Cog is to address chronic disease within our community.

No budget adjustment is required for this contract.

Please call me if you have any questions regarding this contract.

Suggested Motion: Move to approve the agreement with Fargo-Moorhead Metro Cog.

RR/la
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 9th day of October 2017, by and between Fargo Cass Public Health ("FCPH"); and Fargo-Moorhead Metropolitan Council of Governments (Independent Contracting Consultant).

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

- A. Term of Agreement:** The parties entered into a written agreement for the period of October 9, 2017, through September 30, 2018.
- B. Services to be provided by independent contractor:** Independent contractor will provide guidance to the Cass Clay Food Partners (CCFP) in implementing the Cass Clay Food Commission. Schedule and administer the Food Commission materials, keep meeting minutes and prepare preliminary reports. Provide consultation and expertise to the Food Commission on effective ways to incorporate food systems issues with community planning efforts. Work with the CCFP steering committee and local jurisdictions to implement recommendations of the Food Commission.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$6000 for services and will submit an invoice quarterly.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A.** It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that 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 service agreement. I hereby certify that the above assurances and provisions of service 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.
- D.** Services including printing and other miscellaneous costs may be discussed and agreed to by the parties as needed.

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 10/23/17

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

Date _____

CONSULTANT

By Brenda Elmer
Brenda Elmer
Chair
FM Metropolitan Council of Governments

Date 10/19/17



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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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 19, 2017

RE: AGREEMENT FOR SERVICES WITH NORTH DAKOTA
STATE UNIVERSITY \$500.00

The attached Contract Agreement with North Dakota State University is to provide a breastfeeding friendly environment for employees.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with North Dakota State University.

RR/LA
Enclosure



CONTRACT AGREEMENT

THIS AGREEMENT, effective the 20th day of September, 2017, by and between Fargo Cass Public Health ("FCPH"); and North Dakota State University.

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, 2017 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.
- 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 any and 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 to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This contract agreement shall be governed by the laws of the State of North Dakota. 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

By Ruth Roman
Ruth Roman, Director of Public Health

Date October 19, 2017

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

Date _____

GRANT PARTNER

By Amy B. Scott
~~Brent DeKrey, Associate Director -~~
~~Amy Facilities Management -~~
Assistant Director
Office of Sponsored Programs Administration

Date 9-21-17



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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 24, 2017

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH
FOR REGIONAL PUBLIC HEALTH NETWORK STRATEGIES
CONTRACT NO. G17-441 CFDA NO. 93.758 \$10,000

The attached grant agreement with the North Dakota Department of Health is for administrative duties related to the implementation of the Regional Public Health Network strategies for our region.

Please feel free to call me if you have any questions. No budget adjustments are required for this contract.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health for Regional Public Health Network Implementation.

RR/la
Enclosure



NOTICE OF GRANT AWARD
SFN 53771 (1-2016)

NORTH DAKOTA DEPT. OF HEALTH (NDDoH)
600 E BOULEVARD AVE, DEPT. 301
BISMARCK, ND 58505-0200

GRANT NUMBER _____ **CFDA NAME** _____ **CFDA NUMBER** _____ **START DATE** _____ **END DATE** _____

G17.441 Preventive Health and Health Services Block Grant funded solely with
 FEDERAL AWARD DATE: 8/9/2016 **FEDERAL AWARDDING AGENCY** Department Of Health And Human Services
 FAIN NUMBER: 93.758 **GRANT TYPE: PROGRAM or R&D** 10/1/2017 9/30/2018
 NB0107009085 Program

THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

TITLE OF PROJECT/PROGRAM Regional Public Health Network Implementation
GRANTEE NAME Fargo Cass Public Health
ADDRESS 1240- 25th Street South
CITY/STATE/ZIP Fargo, ND 58103-2367
CONTACT NAME Ruth Roman
TELEPHONE NUMBER 701-241-1360
EMAIL rroman@cityoffargo.com

Amount Awarded \$10,000
Previous Funds Awarded \$0
Total Funds Awarded \$10,000

Grantee will perform administrative duties related to the implementation of Regional Public Health Network strategies. Funding will be utilized to implement strategies identified in the approved Southeast Central Collaborative work plan related to core public health services.

SCOPE OF SERVICE

Grantee will submit quarterly expenditure and progress reports in the Department's Program Reporting System. Expenditures for the period ending June 30, 2018 must be received by July 13, 2018. Final expenditure and progress report for the period ending September 30, 2018 must be received by October 30, 2018. Reimbursement will be processed upon Department approval of expenditures and progress report.

REPORTING REQUIREMENTS

INDIRECT RATE (check one) Subrecipient waived indirect costs De minimis rate of 10% Negotiated/Approved rate of _____ %

SPECIAL CONDITIONS

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

EVIDENCE OF GRANTEE'S ACCEPTANCE

DATE October 23, 2017 **SIGNATURE** *Ruth Roman*

TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Ruth Roman **DATE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** _____ **SIGNATURE** _____

DATE _____ **SIGNATURE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** Kelly Nagel, Director, Office of PH Systems and Performance **DATE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** _____ **SIGNATURE** _____

DATE _____ **SIGNATURE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** **DATE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** _____ **SIGNATURE** _____

DATE _____ **SIGNATURE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** **DATE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** _____ **SIGNATURE** _____

DATE _____ **SIGNATURE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** **DATE** _____ **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** _____ **SIGNATURE** _____

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.



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

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

DATE: OCTOBER 24, 2017

**RE: AGREEMENT FOR SERVICES WITH CHILD CARE AWARE® OF
NORTH DAKOTA FOR \$10,000**

The attached contract with Child Care Aware® of North Dakota is to provide training opportunities to licensed child care center staff to meet annual health code training requirements.

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

Suggested Motion: Move to approve the Agreement for Services with Child Care Aware® of North Dakota

RR/la
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of October, 2017, by and between Fargo Cass Public Health ("FCPH"); and Child Care Aware® of North Dakota.

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of October 1, 2017, through September 30, 2018.
- B. **Services to be provided by independent contractor:** Child Care Aware® of North Dakota will work with Fargo Cass Public Health by providing training opportunities for the cities of Fargo and West Fargo licensed Child Care center staff to meet their annual health code training requirements. Duties will include administering the Step 2 Promoting Wellness e-learning modules, and facilitating Training-To-Go requests from licensed Fargo and West Fargo child care centers.
- C. **Reimbursement:** The contracting consultant shall be reimbursed a contract total of \$10,000.00, and submit a monthly invoice. The contract will not to exceed \$10,000.00.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee 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 service agreement. I hereby certify that the above assurances and provisions of service 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 purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman, Director of Public Health

Date 10-24-17

CONSULTANT

By Jessica Thomasson
Jessica Thomasson
Director of Child Care Aware of ND

Date 10-9-17

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

Date _____



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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 23, 2017

RE: CONTRACT AGREEMENT WITH THE ACADEMY FOR
CHILDREN \$500.00

The attached Contract Agreement with the Academy for Children for \$500.00 is to support the worksite in their effort to provide a breastfeeding friendly environment.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with the Academy for Children.

RR/la
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 17th day of October, 2017, by and between Fargo Cass Public Health ("FCPH"); and Academy for Children.

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

- A. **Term of Agreement:** Project plans must be implemented by December 31, 2017 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.
- 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 any and 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 to be an employee of Fargo Cass Public Health for any other purpose.
- B. This contract agreement shall be governed by the laws of the State of North Dakota. 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

By Ruth Roman
Ruth Roman, Director of Public Health

By DeLynda D. Tappe
DeLynda Tappe, Academy for Children

Date 10/23/17

Date Oct 17, 2017

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

Date _____



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(13)

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

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

DATE: NOVEMBER 1, 2017

**RE: AGREEMENT FOR SERVICES WITH COMMUNITY MEDICAL
SERVICES FOR \$24,960**

The attached contract with Community Medical Services is to provide medication assisted treatment and counseling. Sole Source application completed and approved by Finance Committee, #SSP 17270.

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

Suggested Motion: Move to approve the Agreement for Services with Community Medical Services.

RR/la
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 25th day of September, 2017, by and between Fargo Cass Public Health; and Community Medical Services Montana-Private, LLC (Contractor).

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of October 10 2017, through April 30, 2018.
- B. **Services to be provided by Contractor:** Contractor will provide medication assisted treatment and counseling to North Dakota residents eligible for the North Dakota Department of Human Service's (DHS) substance use disorder voucher (voucher). Contractor shall provide treatment until March 30, 2017. Contractor shall provide medication assisted treatment and counseling to North Dakota residents with extenuating financial barriers who do not qualify for the voucher. Financial barriers may include, but are not limited to pregnancy, incarceration, or unemployment.
- C. **Reimbursement:** Contractor shall be reimbursed \$25.00 per patient per week for SUD Voucher clients, and \$80.00 per patient per week for residents with extenuating financial barriers up to a maximum of \$24,960 under this agreement. Reimbursements will be made on a weekly basis.
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that 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 service agreement. I hereby certify that the above assurances and provisions of service 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 purchase of service agreement has been executed between the Contractor and Fargo Cass Public Health on the date below.

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 10/31/17

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

COMMUNITY MEDICAL SERVICES

By Todd Stingley
Todd Stingley
Chief Financial Officer

Date 10/30/17



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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 31, 2017

RE: AGREEMENT FOR SERVICES WITH DANA RIETH
\$455.00

The attached Contract Agreement with Dana Rieth for \$455.00 is to implement healthy concession options available to reduce childhood obesity.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with Dana Rieth.

RR/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 23rd day of October 2017, by and between Fargo Cass Public Health ("FCPH"); and West Fargo Public Schools Food Service Department.

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

- A. Term of Agreement:** Project plans to be implemented by December 31, 2017 after funds are received.
- B. Statement of Work:** Support the implementation of healthy concession options available to reduce childhood obesity. Provide the activities listed in the Healthy Concession Stand mini-grant application at the West Fargo High School concession stand. Amount of contract not to exceed \$455.00. Funds shall be disbursed upon a presentation of a signed agreement.
- 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 records 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

By Ruth Roman
Ruth Roman
Director of Public Health

Date 10/31/17

GRANT PARTNER

By Dana Rieth
Dana Rieth
West Fargo Public Schools/Food Service Director

Date 10/25/17

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____



15

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 19, 2017

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

RE: RFP for Landfill Haul Truck/Excavator Rental RFP17296

Commissioners:

On October 6, 2017, proposals were received and read for one (1) rental excavator and three (3) haul trucks. Four proposals were submitted from four vendors.

The results were as follows:

Table with 2 columns: Firm, Total Rental Cost. Rows include General Equipment (\$48,500.00), RDO Equipment (\$49,000.00), Butler Cat (Incomplete), and ASC Equipment (Incomplete).

The Solid Waste staff evaluated the proposals and determined the proposal from General Equipment met their needs. The one-month rental is needed to move excess material at the Sanitary Landfill. Their recommendation is to award to General Equipment. Funding for this project has been included in the 2017 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to rent trucks/excavator from General Equipment for the total amount of \$48,500.00.

Respectfully Submitted,

Handwritten signature of Allan Erickson

Allan Erickson Fleet Management Specialist

3yrd Rental Loader - Salt Dome

11-Nov-17

Haul Truck 40t		Butler	Titan	RDO	ASC	General Eq	Sunbelt
Company		Butler	Titan	RDO	ASC	General Eq	Sunbelt
Make		Cat		JD	Volvo	Komatsu	
Model		740B		410E	A40G	HM400	
Monthly/Hours		\$ 16,290.00		\$ 12,000.00	\$ 16,500.00	\$ 12,500.00	
Base Hours		160		160	160	160	
Hourly Rate		\$ 85.00		\$ 65.00	\$ 104.00	\$ -	

Available 0 3 2 3
 Total Rental \$ - \$ - \$ 36,000.00 \$ 33,000.00 \$ 37,500.00 \$ -

Estimated Total Rent \$ - \$ - \$ 36,000.00 \$ 33,000.00 \$ 37,500.00 \$ -

Excavator		Butler	Titan	RDO	ASC	General Eq	Sunbelt
Company		Butler	Titan	RDO	ASC	General Eq	Sunbelt
Make		Cat		JD		Komatsu	
Model		349E/F		470G		PC490LC-11	
Monthly/Hours		\$ 13,185.00		\$ 13,000.00	-	\$ 11,000.00	
Base Hours		160		160		160	
Hourly Rate		\$ 69.00		\$ 70.00	-	\$ -	

Available 1 1 0 1
 Total Rental \$ 13,185.00 \$ - \$ 13,000.00 \$ - \$ 11,000.00 \$ -

Estimated Total Rent \$ 13,185.00 \$ - \$ 13,000.00 \$ - \$ 11,000.00 \$ -



November 1, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the bid provided by CEIA for walk through detection equipment for FARGODOME. Following a competitive bid process, the FARGODOME received only one response for the project. At their meeting on Tuesday, October 31, 2017, the Fargo Dome Authority voted to award the purchase for this project to CEIA.

The response is attached for reference. Funding for this purchase is budgeted within the 2017 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission. The bid price is less than the budgeted line item.


Requested Motion: To approve the purchase price of \$106,010.00 by CEIA as accepted by the Fargo Dome Authority at their meeting on October 31, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

CEIA detector quotation 9-13-17	 Fargodome			
West gate - detectors inside vestibule				
QTY	CEIA Item Number	Description:	Unit Price	Extended Price
14	HIPE plus/PZ-0985	Panel style detector for indoor use	\$ 2,500.00	\$ 35,000.00
14	70796	Tip over style wheel kit so deetctor can be moved inside vestibule or through vestibule doors, into concourse	\$ 672.00	\$ 9,408.00
14	70205	power cable dongle for top power enrty	\$ 35.00	\$ 490.00
14	49040	twist lock cord set for existing power supply	\$ 35.00	\$ 490.00
South gate - detectors inside vestibule				
QTY	CEIA Item Number	Description:	Unit Price	Extended Price
4	HIPE plus/PZ-0985	Panel style detector for indoor use	\$ 2,500.00	\$ 10,000.00
4	70796	Tip over style wheel kit	\$ 672.00	\$ 2,688.00
4	70205	power cable dongle for top power enrty	\$ 35.00	\$ 140.00
4	49040	twist lock cord set for existing power supply	\$ 35.00	\$ 140.00

North gate - detectors inside vestibule				
QTY	CEIA Item Number	Description:	Unit Price	Extended Price
2	HIPE plus/PZ-0985	Panel style detector for indoor use	\$ 2,500.00	\$ 5,000.00
2	70796	Tip over style wheel kit	\$ 672.00	\$ 1,344.00
2	70205	power cable dongle for top power entry	\$ 35.00	\$ 70.00
2	49040	twist lock cord set for existing power supply	\$ 35.00	\$ 70.00

Main gate - detectors inside open area - East gate

QTY	CEIA Item Number	Description:	Unit Price	Extended Price
10	HIPE plus/PZ-0985	Panel style detector for indoor use	\$ 2,500.00	\$ 25,000.00
10	70796	Tip over style wheel kit	\$ 672.00	\$ 6,720.00
5	MBSU batteries	portable battery for use with each detector in main entrance where no local power is available	\$ 510.00	\$ 2,550.00
10	70205	power cable dongle for top power entry	\$ 35.00	\$ 350.00
10	49040	twist lock cord set for existing power supply	\$ 35.00	\$ 350.00
30	Install service by CEIA technician	complete, setup, install, calibrate each detector & accessory items for 30 detectors total	\$ 125.00	\$ 3,750.00
Truck freight		palletized detector shipment - 30 detectors & accessories from Twinsburg, OH		\$ 2,450.00
			Totals	\$ 106,010.00

Warranty: Two Years Parts and Depot Repair	INCLUDED	Pricing valid for 90 days. Sales Tax and Duties, if required, are not included in the pricing. Written documentation is required with order to waive state sales tax.
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Terms of Payment: Typically 1/2 down ARO, then NET 30 for the remainder, after shipping

Al Zivic 9-13-17 CEIA - USA	



November 1, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Swanston Equipment for the purchase of one (1) skid steer loader with accessories and a Five year trade cycle.

Through a competitive RFP process, seven (7) proposals were submitted by five (5) vendors. The results are as follows:

<u>Firm</u>	<u>Total per Unit</u>	<u>Five (5) Year Trade Cycle</u>
ASC Equipment	\$40,809.00	\$9,424.00
RDO Equipment	\$38,500.00	Fair Market Value
RDO Equipment	\$45,750.00	Fair Market Value
Butler Machinery	\$46,500.00	Fair Market Value
Titan Machinery	\$42,745.00	Fair Market Value
Swanston Equipment	\$45,893.00	\$2,000.00
Swanston Equipment	\$42,696.00	\$1,500.00

Upon review of all submissions by FARGODOME and City of Fargo personnel, it was determined that all vendors met the specifications required and price was within the expected parameters. Swanston Equipment also presented a trade value of \$18,000.00 for the existing FARGODOME used skid steer loader.

At their meeting on Tuesday, October 31, 2017, the Fargo Dome Authority voted to award this purchase to Swanston Equipment. Funding for this purchase is budgeted within the 2017 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the recommendation to purchase one (1) skid steer loader from Swanston Equipment for the amount of \$24,696.00 as accepted by the Fargo Dome Authority, at their meeting on October 31, 2017.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

Request for Proposals (RFP)
Skid Steer Loader
 9/20/17

Proposal Evaluation Summary

	Butler Equipment	Swanston Equipment	Swanston Equipment	Titan Machinery	ASC	RDO Equipment	RDO Equipment
Manufacture Model	CAT 246D	Bobcat S770	Bobcat S650	Case SV280	Volvo MC115C	JohnDeere 324E	JohnDeere 330G
Unit \$	46,500.00	45,893.00	38,711.00	42,745.00	40,809.00	\$38,500.00	45,750.00
Trade #1 Broom	-	-	(18,000.00)	(17,000.00)	-	-	-
Total	46,500.00	45,893.00	24,696.00	25,745.00	40,809.00	\$38,500.00	45,750.00
Est. Delivery	14.00	15.00	15.00	60.00	90-120	90	95

Options	Butler	Swanston	Swanston	Titan	ASC	RDO	RDO
Warranty	935.00	2,848.00	2,307.00	STD	1,840.00	800.00	1,000.00
Std Wrnty	1yr	1yr	1yr			1yr	1yr
Total w/opt	47,435.00	48,741.00	27,003.00	25,745.00	42,649.00	\$39,300.00	46,750.00

Yrly Trade Payments	FMV	\$	\$	FMV	\$	FMV	FMV
		2,000.00	1,500.00		9,424.00		



Ship To: SAME AS BELOW

Branch		01 - FARGO	
Date	Time	Page	
10/17/2017	11:37:49 (O)	1	
Account No.	Phone No.	Invoice No.	
FARGO001	7012411462	E03698	
Ship Via		Purchase Order	
		AE	
Salesperson			
CHRIS SHEA			103

Invoice To: FARGO, CITY OF
 PO BOX 2083
 200 3RD ST N
 FARGO ND 58102

EQUIPMENT INVOICE

Description	Amount
Stock #: F007359 Serial #: ALJ819831 New 2017 BOBCAT S650 T4 S650 T4 Bobcat Skid-Steer Loader	37711.00
Stock #: F007736 Serial #: 17006 New 2017 BOBCAT BU80LP 80" Low Profile Bucket	1000.00
Stock #: F008296 Serial #: 231423267 New 2017 BOBCAT 84AB 84" Angle Broom	3985.00
Trade Ins =====	
2011 JOHN DEERE 328 Serial #: 1T0328DMCA0191490	18000.00-
Subtotal:	24696.00
IN HOUSE CHARGE:	24696.00

TERMS: DUE UPON RECEIPT



November 1, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Titan Machinery for the purchase of one (1) articulated wheel loader with accessories.

Through a competitive RFP process, six (6) proposals were submitted by five (5) vendors. The results are as follows:

<u>Firm</u>	<u>Total per Unit</u>
ASC Equipment	\$ 93,504.00
RDO Equipment	\$100,182.00
Butler Machinery	\$103,892.00
Titan Machinery	\$ 94,363.00
Titan Machinery	\$ 88,298.00
General Equipment	\$100,307.00

Upon review of all submissions by FARGODOME and City of Fargo personnel, it was determined that all vendors met the specifications required and price was within the expected parameters. Titan Machinery met all parameters of the request for proposal.

At their meeting on Tuesday, October 31, 2017, the Fargo Dome Authority voted to award this purchase to Titan Machinery. Funding for this purchase is budgeted within the 2017 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the recommendation to purchase one (1) articulated wheel loader from Titan Machinery for the amount of \$88,298.00 as accepted by the Fargo Dome Authority, at their meeting on October 31, 2017.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Rob Sobolik", is written over the closing text.

Rob Sobolik
General Manager, FARGODOME

Attachment

**Request for Proposals (RFP)
Articulated Wheel Loader**

9/20/17

Proposal Evaluation Summary

	Butler Equipment	General Equipment	Titan Machinery	Titan Machinery	ASC	RDO Equipment
Manufacture Model	Cat 906M	JCB 409.00	Case 321F	Case 221F	Volvo L30G	JohnDeere 244KII
Unit \$	82,660.00	78,500.00	76,465.00	70,400.00	69,930.00	\$82,500.00
Dirt Bucket	2,250.00	2,000.00	-	-	3,053.00	\$1,575.00
84" Snow Blower	6,250.00	5,900.00	6,447.00	6,447.00	5,192.00	\$5,500.00
Pallet Forks	1,375.00	750.00	1,066.00	1,066.00	2,435.00	\$650.00
13' Snow Pusher	7,857.00	7,857.00	7,857.00	7,857.00	7,857.00	\$7,857.00
Total	100,392.00	95,007.00	91,835.00	85,770.00	88,467.00	\$98,082.00
Est. Delivery	14.00	90-120	45.00	45.00	90-120	95
Options						
Warranty 5yr/5000	3,500.00	5,300.00	2,528.00	2,528.00	5,037.00	2,100.00
Std Wrnty	1yr	1yr	1yr	1yr	1yr	1yr
Total w/opt	103,892.00	100,307.00	94,363.00	88,298.00	93,504.00	\$100,182.00

TITAN MACHINERY

Better Solutions.

4001 38th Street SW, Fargo, ND 58104

(701) 237-3333 | cell (701) 388-4993

www.titanmachinery.commike.ludwig@titanmachinery.com**2017 Case 221F HS Compact Wheel Loader****Fall 2017**

- 74 HP Tier 4 Final CEGR/DOC (no regenerating or DEF)
- 12,547 lb. operating weight
- Cab with heat and A/C
- High flow hydraulics, high speed, and creep
- Limited slip axles
- Skid steer bucket coupler
- Cold start package with block heater
- 12-month unlimited hour base warranty
- 24 month/2,000 hr. engine warranty

Options:

- 1.57 cu. yd. bucket with bolt on edge
- LD13 sectional snow plow (156" outside width)
- 48" tine 6,200 lb. capacity pallet forks
- Erskine 2410-79" high flow snow blower
- 60 month/ 5,000 hr. warranty w/ \$0 deductible

Pricing:

Case 221FHS Wheel Loader	\$70,400.00
Bucket with cutting edge	\$ Included
Sectional snow pusher	\$ 7,857.00
Pallet forks	\$ 1,066.00
Snow blower	\$ 6,447.00
Extended Warranty	<u>\$2,528.00</u>
QUOTE TOTAL	\$88,298.00





November 2, 2017

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the Memorandum of Understanding between Red River Radio Amateurs and the Fargo Dome Authority / City of Fargo for the placement of a dish, antenna and transmitter on the roof of FARGODOME to enhance the Amateur Radio Emergency Digital Network.

This system will be used as a backup communications system for first responders in the event of a disaster, and for other large community activities such as the Fargo Marathon. This item also has the support of several organizations in Fargo and Cass County, including both the Cass County and City of Fargo Emergency Management offices as well as FM Ambulance. Red River Radio Amateurs has similar agreements, and equipment in place, with Essentia Hospital and MSUM. They are also finalizing their agreement to place one on the communications tower at the West Fargo Police Department. The proposed MOU is included your review and has been briefly reviewed by City Attorney Erik Johnson.

At the Fargo Dome Authority meeting held on September 25, 2017, the Fargo Dome Authority unanimously approved the agreement and requests your approval to move forward.

Suggested Motion: To accept the Memorandum of Understanding between Red River Radio Amateurs and the Fargo Dome Authority / City of Fargo as presented.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Rob Sobolik", is written over a light blue horizontal line.

Rob Sobolik
General Manager, FARGODOME

Attachment

Memorandum of Understanding
Between
Red River Radio Amateurs (RRRA)
And
Fargo Dome Authority and the City of Fargo

Purpose:

The purpose of this document is to state the terms of the agreement between the Fargo Dome Authority/City of Fargo and the Red River Radio Amateurs regarding the placement and use of a RRRA radio equipment on the premises of FARGODOME.

This equipment will function as one of several nodes throughout the community that relays information throughout the Amateur Radio Emergency Digital Network (AREDN). Only FCC licensed RRRA operators can use the AREDN. The purpose of this system is to provide a backup communications system for first responders during a disaster or other event when regular forms of communications are not working.

This system will also be used by RRRA to provide communications for other community activities such as the Fargo Marathon.

Agreement:

In consideration of the privilege of placing a dish, antenna and transmitter on the roof of FARGODOME, RRRA agree to assume responsibility for the installation, operation and maintenance of the equipment.

RRRA further agree that the Fargo Dome Authority and the City of Fargo are not liable for any cost of treating injuries that might be obtained by RRRA personnel during the placement or maintenance of the RRRA equipment.

RRRA further agree to remove the equipment from the premises of FARGODOME should this agreement be terminated by any of the organizations signing this agreement.

Implementation:

This memorandum may be amended by mutual agreement of both parties, and it is understood by both parties that at any time this Memorandum of Understanding may be terminated by written notification from either party to the other.

This memorandum shall take effect upon its signing by an authorized representative of RRRRA, Fargo Dome Authority and the City of Fargo.

Date

Title – RRRRA



11/02/17

Date

Fargo Dome Authority President

Mayor, City of Fargo

Date

20

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-17-C1 Storm Sewer Lift Station Type: Lift Station Reconstruction

Location: 12th Ave North and Legal Drain Date of Hearing: 9/6/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Civil Engineer, Roger Kluck, related to the replacement of storm sewer lift station #7. Construction anticipated in the summer of 2018.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to amend the 2017 CIP and create the lift station reconstruction project.

RECOMMENDED MOTION

Amend the 2017 CIP to include the reconstruction of storm lift station #7 and create the City project NR-17-C1 for this improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 50% Special Assessments and 50% Storm Sewer Utility Fund

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

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



Memorandum

To: PWPEC

From: Roger E. Kluck, PE, CFM Engineer II

REK, PE

Date: 8/29/2017

Re: Project Creation and Amending the 2017 CIP for NR-17-C1 Storm Lift Station #7 Replacement

Storm Sewer Lift Station #7 was originally built in 1977 and has not seen major maintenance on the pumps since 2001. The lift station contains 2-8,000 gpm pumps and 1-2,200 gpm pump. The lift station is located north of the intersection of 32nd Street North and 12th Avenue North on Drain 10 at the BNSF Railroad Right of Way. The 2011 KLJ Storm Sewer Lift Station Assessment study identified this lift station as needing major repairs. The 2016 year-end report from Public Works also identified this storm sewer lift station as needing major repairs. Public Works and Engineering believes that replacement is the most prudent solution for repair of this lift station. In reviewing the site and access it has been determined that a new location for the lift station will allow construction to take place while maintaining service to the existing lift station and will allow better access for maintenance personnel over the service life of the lift station.

The Storm Sewer/Floodplain Division has developed a five-year plan for repair and/or replacement of lift stations, which have been identified by the KLJ study and the Public Works annual inspections. This five-year plan was developed, in support of the Storm Sewer Utility Rate Study currently under way. The goal annually is to replace or do major repairs on at least one lift station and do other minor repairs on other lift stations as funding allows. The City currently has 77 lift stations. Replacement of Lift Station #7 is on that list for planned construction in 2018. As design progresses, the City will need additional consultant help for geotechnical investigation, structural design and electrical design. Engineering will solicit for these services from the MSA list.

Engineering recommends that Project No. NR-17-C1 Storm Lift Station #7 Replacement, be created and to amend the 2017 Capital Improvement Plan (CIP) for inclusion of this project. Funding is anticipated to come from the FM Diversion Sales Tax and the current budget is \$2,500,000.

Recommended Motion

Approve the recommendation of Engineering to create the Project No. NR-17-C1 for the replacement of Storm Sewer Lift Station #7, as well as amending the 2017 Capital Improvement plan for inclusion of this project.

REK/jmg

21

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-63

Type: Time Extension (CO#1)

Location: Drain 27 – Prairie Rose Addition

Date of Hearing: 10/30/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, regarding a time extension requested by Excavating, Inc.

The Contractor has requested a time extension due to the structural inspections. One of the homes requiring inspection was delayed a week because the homeowner was on vacation. The Contractor has requested an additional week to be added to the interim completion date.

The substantial completion and final completion dates are not affected.

Staff is recommending approval of the time extension.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the time extension as explained above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:

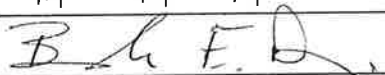
Recommended source of funding for project: Flood Sales Tax Funds

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

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

COMMITTEE

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



Brenda E. Derrig, P.E.
Division Engineer

ATTEST:

C: Kristi Olson

Memorandum

To: PWPEC
From: Roger Kluck, Civil Engineer II, Storm Water *REK, PE*
Cc: Jody Bertrand, Mark Bittner
Date: 10/25/2017
Re: Project #FM-14-63 – Time Extension (CO #1)

Background:

Project FM-14-63 bids were opened on September 6, 2017 and the project awarded by the City Commission on September 11, 2017. Construction began on September 29, 2017. The project bid documents included an interim completion date of October 23, 2017 for all home demolition, utility work, and paving work.

The project required structural inspections on homes near the project construction. One of the homes requiring inspection was delayed a week because the homeowner was on vacation. The Contractor has requested an additional week to be added to the interim completion date moving that date to October 30, 2017.

This time extension does not affect the contract substantial completion date of July 1, 2018 or the final completion date of August 1, 2018.

The requested time extension is reasonable.

Recommended Motion:

To approve the request for time extension.

REK/klo

Attachment



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No: FM-14-63 Change Order No: 1
 Project Name: Drain 27 - Prairie Rose Flood Risk Management Project - Phase 3
 Date Entered: 10/23/2017 For: Excavating Inc. - Fargo

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 (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 1 (\$)									0.00	
Previous Change Orders (\$)									261,671.58	
Original Contract Amount (\$)									261,671.58	
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 Completion Date	Additional Days	New Completion Date
07/01/2017	365.00	07/01/2018

The project plans has an interim completion date of October 23, 2017 for substantial completion of all home demolitions, utility work, and paving. As part of the start of the project the contractor is required to do structural inspections of homes within the affected area near the demolitions. The homeowner for one of the homes to be inspected was on vacation when the project was due to start which resulted in the delay in start of one week. The letter from the contractor is attached. The interim completion date is hereby revised by this change order to October 30, 2017.

Final Completion date was corrected due to clerical error at original set up of contract.

APPROVED

APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title

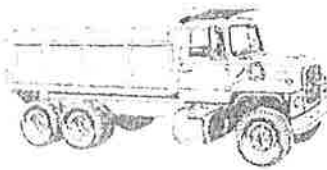
Estimator

Department Head

Mayor

11/11/17

Attest



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-277-1884 • Fax: 701-277-8638

10/19/2017

Excavating, Inc. - Fargo
Austin Stockert
651 5th Street CT NW, West Fargo, ND 58078

Kristen Lotvedt
Houston Engineering
Project # FM-14-63

Dear Kristen,

I am writing this letter to notify you that we will go beyond our interim completion date on the FM-14-63 project due to delays with home inspections and utilities, therefore I am requesting a 1 week time extension on the October 23, 2017 interim completion date. The project has been delayed by a week due to a homeowner being out of town that needed a pre-construction inspection. We have also experienced some delays with unmarked utilities as well as sanitary lines that are requiring CDF around the cul de sac that needs to be paved under the interim completion date. The 1 week extension will assure that we will be complete with the interim completion date by October 30, 2017. Please feel free to call me on my cell phone at (701) 566-3954 with any questions or concerns. Thank you very much for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Austin Stockert'. The signature is fluid and cursive, written over a light grey background.

Austin Stockert
Estimator
Excavating, Inc. - Fargo

22

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-17-C1 Type: Negative Final Balancing Change Order #1

Location: City Wide Date of Hearing: 10/30/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #1 in the amount of \$ -1,083.00, bringing the total contract amount to \$43,717.00.

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

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

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$ -1,083.00 to Precision Roadway Services.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation Funds


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

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jason Hoogland, Project Manager
Date: October 26, 2017
Re: Project #PR-17-C1 – Negative Final Balancing Change Order #1

Background:

Project # PR-17-C1 is for Street Rehabilitation & Incidentals.

Attached is a final balancing change order in the amount of \$-1,083.00 for Project #PR-17-C1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$44,800.00 and this FBCO will bring the project final amount to \$43,717.00 (2.4% decrease). This Project is funded with Street Rehabilitation funds.

Recommended Motion:

Approve the final balancing change order.



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

Project No	PR-17-C1	Change Order No	1
Project Name	Street Rehabilitation & Incidentals		
Date Entered	10/25/2017	For	Precision Roadway Services

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: balancing change order.

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Repair Crack - Fill	LB	25,000.00	0.00	25,000.00	-2,500.00	22,500.00	1.00	-2,500.00
	3	Repair Crack - Rout and Fill	LF	8,000.00	0.00	8,000.00	-1,865.00	6,135.00	1.40	-2,611.00
	4	Repair Crack - Level	LF	700.00	0.00	700.00	1,007.00	1,707.00	4.00	4,028.00
Paving Sub Total (\$)										-1,083.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-1,083.00
0.00
44,800.00
43,717.00

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

CONTRACT TIME

Current Completion Date	06/09/2017	Additional Days	0.00	New Completion Date	06/09/2017
--------------------------------	------------	------------------------	------	----------------------------	------------

Description



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVER

Joshua Walsen
For Contractor
Precision Roadway Services
Title
Office Manager

APPROVED DATE

Department Head *[Signature]* 10/26/17
Mayor
Attest

23

November 6, 2017

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

RE: Memorandum of Understand between Tharaldson Ethanol and City of Fargo

Dear Commissioners:

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) close to 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 and 2017. Currently the three UF skids are producing maximum volumes as per the original design, with little redundancy for cleaning, repairs and/or failures. The addition of a fourth UF Skid will increase water volumes ~ 110,000 gallons per day as well as providing needed redundancy.

Recently, Tharaldson has offered to purchase a fourth UF Skid and 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 then own the infrastructure. At this time, the Wastewater Utility has an unused placeholder of \$622,450 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. The improvement project is estimated to be approximately \$650,000.

The Finance Committee has approved the parameters of the financing plan for this improvement project.

Recommended Motion

Approve the attached Memorandum of Understanding between Tharaldson Ethanol and the City of Fargo.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

MEMORANDUM

September 25, 2017

To: Finance Committee
From: Jim Hausauer, Wastewater Utility Director *JH*
Re: Effluent Reuse Facility -Ultra Filtration Skid
 Tharaldson Ethanol Purchase Agreement/Financing Plan

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) close to 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.

Request/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 and 2017. 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 have 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.

The estimate for the installation of a fourth skid is as follows:

- 4th Ultra Filtration skid ~ \$595,000
 - Includes 120 membranes, skid, freight, and commissioning.
- Estimated labor ~\$15,000
 - Unload skid, pour concrete pads, piping and modifications
- *Does not include electrical work, instrumentation and controls, valving and permitting.
 - Estimated at ~\$40,000
- Total Project Estimate: ~\$650,000

At this time, the Wastewater Utility has an unused placeholder of \$622,450 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.

Recommended Motion

Approve the attached Memorandum of Understanding between Tharaldson Ethanol Plant and the City of Fargo.

PKG CONTRACTING, INC.
4301 SOUTH UNIVERSITY DRIVE, FARGO, ND 58104
PHONE (701) 232-3878 • FAX: (701) 232-3935
e-mail: admin@pkg-inc.com

PROPOSAL

Project:	Fargo WWTP – Effluent Reuse Facility CP Unit Installation	To:	Jim Hausauer, REHS Utility Director
Location:	Fargo, North Dakota	Date:	August 30, 2017
Schedule:	Per Owner Direction		

PKG Contracting, Inc. is pleased to provide you this proposal as follows for the installation of one (1) CP Unit at the Effluent Reuse Facility located at the Fargo Wastewater Treatment Plant.

Scope of Work:

Included:

1. Unloading and setting of equipment into designated location.
2. Concrete equipment pads per manufacturer's recommendations.
3. Piping modifications as necessary to connect to existing header laterals (includes piping material, excludes valves and actuators).

Base Bid Price "price range" \$13,000 to \$15,000

(Includes all applicable sales tax)

Excluded:

1. Electrical Work
2. Instrumentation & Controls
3. Influent & Effluent Valves
4. Performance/Payment Bond (add .006 percent)
5. Permits

Feel free to contact this office with any questions or comments.

Regards,

PKG Contracting, Inc.

Darin E. Pfingsten,
President

Cc: Fargo ERF/Jim Hausauer



MEMCOR[®] CP MEMBRANE FILTRATION SYSTEM

CITY OF FARGO, ND

Proposal # 17Q1111CPD

September 18, 2017

EXECUTIVE SUMMARY

Thank you for your interest in expanding the existing Fargo ERF with the Evoqua Water Technologies' MEMCOR® CP low-pressure ultrafiltration (UF) system. The MEMCOR CP expansion skid will add flexibility and allow the plant to handle upset conditions more readily while still meeting capacity. The proposed system will meet the needs of the ERF under many different raw conditions.

The N Fiber and L20N Module

At the heart of the new technology is the new 'N' membrane fiber. The N fiber is manufactured from robust and chlorine-resistant PVDF polymer, with specific improvements to the membrane morphology to impart a more consistent, break-resistant fiber. Evoqua has also improved the potting formula of the new N module to provide more consistent performance under a variety of operating conditions.

Each L20N module is a 20 lbs and 5.9 ft tall. This makes it easy to handle. The nominal pore size of 0.04 micron provides filtration in the ultrafiltration range. The L20N module operates in an outside-in flow path, providing better treatability of high-solids feeds.

There are over 60,000 membrane modules in operation today using the 'N' fiber in a wide variety of applications from surface water, tertiary wastewater, to desalination.

We would like to thank you again for your interest in Evoqua's line of MEMCOR Products. We believe that every MEMCOR product comes with more than just equipment – it includes the expansive knowledge of MEMCOR's dedicated team of membrane scientists, engineers, and technicians who stand behind every installation. We are eager to share this expertise with those responsible for providing the world with clean, consistent, and high-quality water.

Should you have any questions regarding this Proposal, or would like to request any additional information please contact the Technical Sales Manager or the Evoqua Regional Representative listed below.



Evoqua Water Technologies LLC:

Donald Moore
 Director of Sales, MEMCOR Products
 Telephone: 443-956-9279
 Facsimile: 978-323-0854
 Donald.Moore@evoqua.com

Local Representative:

Brian DeWolf
 Vessco, Inc
 Telephone: 952-314-0620
 bdewolf@vessco.com



Proposal and Order Form

To (Purchaser):	_____	Reference:	Fargo, ND Expansion
	_____		Effluent Reuse Facility
	_____		_____
	_____	Proposal Date:	September 18, 2017
	_____		_____

Evoqua Water Technologies, LLC proposes to furnish materials, equipment and/or technical service in accordance with Proposal Number 17Q111CPD. Additional technical service beyond what is listed the Scope of Supply can provided at a rate of \$1,650/day, plus travel and living expenses with 5% mark up. Materials, equipment and/or technical service not shown below or on attachments to this proposal are EXCLUDED:

Equipment Description: **1 x CP 120 L20N Expansion Unit US \$595,000.00**

*(Not including duty taxes or use taxes)
This price is firm for 30 days after proposal date. Prices are subject to 1.5% per month escalation if shipments are delayed by purchaser.*

Payment Terms: 10% on Order, net 30
 15% on Engineering Submittals, staged submittals allowed, net 30
 25% on Order of major rotating equipment, net 30
 45% on Delivery, partial deliveries accepted, net 30
 5% on Start-up, net 30
 Full payment not to exceed 120 days after shipment

Freight: F.O.B. shipping point, with freight prepaid to the jobsite.

Shipments: Estimated 26 weeks after receipt of full information and approved drawings when required.

Drawings: Submittal drawings will be issued, by electronic submission, approximately 4-6 weeks after receipt and approval of purchase order.

Manuals: Manuals will be issued, by electronic submission, weeks after receipt and approval of purchase order and submittal.

Note: Any order resulting from this proposal is subject to the terms and conditions attached. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

PURCHASER

Name: _____
 Address: _____

 Signature: _____
 Title: _____
 Date: _____

Approved by Evoqua Water Technologies LLC

By: _____
 Signature: _____
 Date: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN

THARALDSON ETHANOL PLANT I AND THE CITY OF FARGO

1. PARTIES.

This Memorandum of Understanding (“MOU”) is between Tharaldson Ethanol Plant I, LLC (“Tharaldson”) and the City of Fargo (“City”), North Dakota.

2. PREAMBLE.

2.1. The City, Tharaldson and Cass Rural Water Users District (“CRWUD”) entered into a Memorandum of Understanding dated July 9, 2007, which established a program for construction and installation of a ultra filtration wastewater treatment filtration facility [the “Effluent Wastewater Treatment Facility”] which is now owned and operated by the City and is located at the City’s wastewater treatment plant in north Fargo which continues to be utilized to provide treatment of water that is being delivered for use by Tharaldson at its ethanol plant near Casselton, North Dakota.

2.2. The demand for treated water at Tharaldson’s ethanol plant has increased and, thus, Tharaldson has requested that the City expand the treatment capacity of the Effluent Wastewater Treatment Facility.

2.3. In order to expand the capacity of the Effluent Wastewater Treatment Facility, an additional ultra filtration water filtration “skid” must be installed at the Effluent Wastewater Treatment Facility.

2.4. The City is willing to install said additional skid and Tharaldson is willing to reimburse the City for the City’s cost of installation.

3. Membrane Treatment Skid Installation.

3.1.1. The City will acquire and install an additional Membrane Treatment filter assembly (hereinafter, the “Membrane Treatment Skid”) with specifications described on the attached Exhibit A. The City will undertake a public bidding process for the acquisition of the Membrane Treatment Skid with one or more separate bids to be obtained for the installation thereof. Tharaldson will be afforded the opportunity to review

and approve the design, specification and cost estimate for said acquisition and installation. The current estimated cost of the Membrane Treatment Skid is \$585,000 to \$605,000 and the estimated cost per installation estimated to be between \$10,000 and \$20,000 with the cost of design and construction on sight by consultant engineers being \$15,000 to \$45,000. Notwithstanding this current estimated cost, City will initially finance the cost of the Membrane Treatment Skid with repayment provided by Tharaldson in the manner provided below. The Membrane Treatment Skid will be installed at, and in, the Effluent Wastewater Treatment Facility.

3.1.2. Skid Acquisition—Delivery Date. The City will include within the bid specifications for the acquisition of the Membrane Treatment Skid a schedule that will require the successful bidder to substantially complete installation and start-up of the Membrane Treatment Skid no later than April 20, 2018.

3.1.3. Acceptance of Membrane Treatment Skid. Upon acceptance of the installed Membrane Treatment Skid by the City, the installation of the Membrane Treatment Skid shall be deemed complete.

3.1.4. Delays in Installation or Startup. The City shall make a good faith effort to meet the substantial completion and start up deadline of April 20, 2018, as described above; however, should any delays occur, regardless of cause, that prevent the Membrane Treatment Skid from being fully installed and operational by April 20, 2018--the end of the Tharaldson shut-down period--the parties agree that completion of installation may be delayed until Tharaldson's next shut-down period anticipated to occur the second half of 2018 or such later time as may be agreed between the parties and neither party shall be entitled to any damages or claim for damages as a result of said delay.

3.1.5. Tharaldson Payments to City. At such time as the installation of the Membrane Treatment Skid is complete, as described in 3.1.4, above, Tharaldson shall be obligated to make payment to the City in an amount equal to all of the costs incurred by the City to acquire and install the Membrane Treatment Skid, which costs shall be referred to herein as the "Capital Costs". The calculation of the Capital Costs shall be as set forth in paragraph 4, below. Tharaldson shall remit payment of the Capital Costs in twelve (12) equal monthly payments with the first payment becoming due and payable on the first day of the month following said completion of installation in the amount equal to one-twelfth (1/12) of the total Capital Cost and payments thereafter being made in the same amount on the first of every month thereafter until the Capital Costs are paid in full.

3.1.7. Late Payment—Interest. In the event Tharaldson fails to make

timely payment of any of its monthly Capital Cost payments as set forth above, interest shall become due and payable by Tharaldson to the City on any unpaid balance beginning fifteen (15) days from its due date at a rate of twelve percent (12%) simple interest per annum.

4. CAPITAL COSTS.

Tharaldson will be entitled to review all invoices, design work, task orders, work orders, or other documentation of expenses attributed to the capital cost of the Skid that will be financed by the City. Specifically, capital costs include, engineering services, design, bidding, equipment, material, , , permit acquisition, , construction inspection, and labor costs associated with acquisition, construction and installation of the project. Capital costs do not include administrative time, office supplies, or overhead of City employees. The City will not charge for any design, construction, permitting or other costs incurred prior to the effective date of this MOU except as may be agreed to by the parties. As to matters relating to the Membrane Treatment Skid, to the extent there is any dispute that arises over design work, task orders or work orders, the parties shall work toward consensus and negotiate the disposition, unless the decision relates to the interplay between the Membrane Treatment Skid or Treated Wastewater Pumping Station and other City owned public works, in which case the decision of the City shall prevail. With the exception of the aforementioned interplay, then if consensus and negotiation do not result in agreement between the parties, the parties will submit the issue to arbitration in accordance with the provisions of the Uniform Arbitration Act, N.D.C.C. Chapter 32-29.3, as the same may be amended from time to time.

5. CONTINGENCY.

The City's obligations under this agreement are contingent upon the City accepting bids for all the materials, equipment and work necessary for this project.

6. EXISTING THARALDSON/CRWUD/CITY MOU UNAFFECTED.

Nothing herein is intended to modify the terms of the existing Tharaldson/CRWUD/City MOU, it being understood that the additional capacity of the Effluent Wastewater Treatment Facility will simply allow the City to increase its ability to supply Tharaldson with additional treated water, with the terms for acquisition thereof to be determined in accordance with said existing MOU.

7. **VENUE.**

Venue for the trial of any action arising out of any dispute hereunder shall be in the District Court in and for the County of Cass, State of North Dakota.

8. **GOVERNING LAW.**

This MOU and agreements made pursuant hereto and their application shall be construed in accordance with the laws of the State of North Dakota.

9. **JOINT DRAFT.**

The parties hereto with each having the advice of legal counsel and an equal opportunity to contribute to its content drafted this MOU jointly.

10. **NO CREATION OR ABROGATION OF POWERS.**

This MOU is intended to describe the rights and responsibilities of and among the named parties and is not intended to and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the City, Tharaldson, or any other entity not a party hereto.

11. **SEVERABILITY.**

In the event any court of competent jurisdiction finds any provision or part of this MOU is invalid, illegal, or unenforceable, that portion shall be deemed severed from this MOU; however, the parties shall reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of such finding.

12. **NON-ASSIGNABILITY AND NO SUBLEASES.**

Except as discussed herein, none of the parties may assign their rights or delegate their duties under this MOU and agreements made pursuant hereto without the prior written consent of all of the other parties, which consent will not be unreasonably withheld. The assignor or delegator shall be responsible for providing appropriate information, including financial information that establishes that the assignee or delegate is capable of meeting all the responsibilities of the assignor or delegator, including all financial responsibilities. Prior to any such assignment or delegation of duties under this MOU, the assignor or delegator, as the

case may be, shall give reasonable notice to the other parties so that arrangements can be made for an appropriate transition.

13. SUCCESSORS AND ASSIGNS.

This MOU and the rights and obligations created hereby shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns if any are allowed.

14. WAIVER OF BREACH.

Waiver of breach or delay in enforcing any of the provisions of this MOU or agreements made pursuant hereto by any of the parties shall not constitute a continuing waiver of any subsequent breach by any party of either the same or any other provision of this MOU and agreements made pursuant hereto.

15. HEADINGS FOR CONVENIENCE.

Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to confine, limit, or describe the scope of intent of any provision of this MOU.

16. NOTICE.

Unless otherwise stated herein, any notices, demands, or other communications required or desired to be given under any provision of this MOU and agreements made pursuant hereto shall be given in writing, to be delivered personally, or sent by certified or registered mail, return receipt requested, first-class postage prepaid, to the following:

To the City: City Auditor
 Fargo City Hall
 200 North 3rd Street
 Fargo, ND 58102
 and
 Wastewater Utilities Director
 Wastewater Treatment Plant
 3400 Broadway
 Fargo, ND 58102

To Tharaldson: Tharaldson Ethanol Plant I, LLC
 Attn: Ryan Thorpe, C.O.O.
 3549 153rd Ave SE
 Casselton ND 58012

or as to such other addresses as any of the parties may hereafter from time to time designate by written notice to the other parties in accordance with this paragraph. Notice shall be effective upon receipt.

IN WITNESS HEREOF, the undersigned have caused this MOU to be executed in accordance with the terms of this document.

[Remainder of this page intentionally left blank.]

Tharaldson Ethanol Plant I, LLC

By: _____
Ryan Thorpe, C.O.O.

Date: _____

[Signature Page for Tharaldson MOU]

City of Fargo

By: _____
Timothy J. Mahoney, M.D., Mayor

Date: _____

ATTEST:

Steven Sprague, City Auditor

Exhibit A

Specifications for Membrane Treatment Skid

REPORT OF ACTION

24

UTILITY COMMITTEE

Project: Tharaldson Ethanol

Type: Third Amendment to Memorandum of Understanding

Location: Effluent Reuse Facility (WWTP)

Date of Hearing: 11/2/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
Project File	<u> </u>

Jim Hausauer, Wastewater Utility Director, presented attached memo and Third Amendment to the Memorandum of Understanding with Tharaldson Ethanol. The Wastewater Utility owns and operates an Effluent Reuse Facility (ERF) that treats secondary effluent to a high quality water for use at the Tharaldson Ethanol Plant in Casselton, ND. The ERF treats and provides (sells) over a million gallons of water per day.

The original agreement established a price per thousand as follows:

- Estimated cost of operation and maintenance (O/M) of \$1.02/1000 gallons.
- Value given to the volume of water of \$1.50/1000

Thus the value of the water provided to Tharaldson (billed to CRWUD) being \$2.52/1000 gallons. The charge for wastewater returned from Tharaldson was equal to the charge being levied to other industrial users with in the city at a rate of **\$1.90/1000 gallons.**

The 2007 agreement allows for adjustment of the O/M component to cover the actual costs incurred. Over the last 5.5 years the actual O/M costs were \$2,584,622 and the actual water sold was 1,857,702, resulting in an actual O/M cost of **\$1.39/1000 gallons.** The 2007 agreement also allows for an increase of 3.5% of the value of water for the previous 5-year period. For example, the value of \$1.50/1000 X 3.5% would result of an increase of the value of the water to **\$1.5525/1000 gallons.**

The proposed rates have been included in the 2018 budget and would result in:

- Water supplied \$2.94/1000 gallons
- Wastewater returned \$2.10/1000 gallons

MOTION:

On a motion by Bruce Grubb, seconded by Ben Dow, the Utility Committee voted to approve the Third Amendment to the Memorandum of Understanding, with Tharaldson Ethanol for adjustment of rates.

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

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

ATTEST:



 Jim Hausauer
 Wastewater Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

MEMORANDUM

November 2, 2017

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director *JH*
Re: Third Amendment to Memorandum of Understanding
City of Fargo, Cass Rural Water Users District and Tharaldson Ethanol

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.

The original 2007 agreement established a price per thousand gallons provided as follows:

- 1). Estimated cost of O/M (operation/maintenance) of \$1.02/1000 gallons
- 2). Value given the volume of water of \$1.50/1000 gallons

Thus, the value of water provided to Tharaldson Ethanol and billed to CRWUD being \$2.52/1000 gallons. The wastewater charge being returned from Tharaldson Ethanol was equal to wastewater charge being levied against other industrial users within the city at a rate of \$1.90/1000 based on meter readings.

Proposed 2018 Rate Increase

The 2007 agreement allows for an adjustment of the O&M component (\$1.02/1000) to cover actual costs as defined in section 5 of the agreement: Below are the actual costs for the last 5.5 years:

Actual Operations & Maintenance (Last 5.5 years):

Year	H2O Produced (X1000 gal)	Actual O/M Costs	O-M X1000 gal
2012	331,813	\$437,679	\$1.32
2013	315,160	\$528,462	\$1.68
2014	324,477	\$473,439	\$1.46
2015	333,591	\$473,066	\$1.42
2016	368,079	\$455,036	\$1.24
2017 (June)	184,582	\$216,940	\$1.18
Total	1,857,702	\$2,584,622	\$1.39

The original water costs were given a value of \$1.50/1000. The 2007 agreement allows for an increase of 3.5% of the applicable rate for the prior 5-year period. For example, with regard to the \$1.50 water component, in years 6-10 the rate can be increased to **\$1.5525/1000** gallons.

Page 112 The original agreement also stated that beginning the 6th year the rate of the wastewater returned may increased by the City so the fee for wastewater return is then equal to the service fee levied against other users within the city.

In summary the proposed rate adjustment will included:

2018 - Apply O/M + Water Incr. (yrs. 6-10):
\$1.39/1000 gal + \$1.5525/1000 gal = **\$2.94/1000 gallons**

2018 Wastewater Return: **\$2.10/1000 gallons**

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve Third Amendment to Memorandum of Understanding (between the City of Fargo, Cass Rural Water Users District and Tharaldson Ethanol) to adjust the rate of treated wastewater/wastewater as spelled out in the original agreement.

THIRD AMENDMENT TO
MEMORANDUM OF UNDERSTANDING

(City of Fargo, Cass Rural Water Users District and Tharaldson Ethanol)

THIS AMENDMENT TO AGREEMENT is made and entered into *effective the first day of January, 2018*, by and between the City of Fargo, a North Dakota municipal corporation, hereinafter “Fargo”, Cass Rural Water Users District, hereinafter “CRWUD” and Tharaldson Ethanol Plant I, LLC, hereinafter “Tharaldson”.

WITNESSETH:

WHEREAS, the parties have entered into a Memorandum of Understanding dated July 9th, 2007 [hereinafter the “MOU”] which has been amended twice—on September 13, 2007, and December 15, 2009, [said MOU, as amended, shall also be referred to herein as the “MOU”]; and,

WHEREAS the parties wish to modify the rate of the Treated Wastewater derived from Fargo’s Wastewater Treatment Plant; and,

NOW THEREFORE, in consideration of the mutual agreements herein contained, the MOU is hereby amended as follows:

SECTION I. Section 6 of the MOU is hereby amended to read as follows:

6. PROPOSED AGREEMENT BETWEEN CITY AND CRWUD FOR TREATED WASTEWATER SUPPLY.

Tharaldson has requested water service from CRWUD for a Treated Wastewater supply with the quality parameters and in the quantities set forth herein. The City has authority pursuant to Industrial Water Permit No. 5897 (Priority Date for which is February 20, 2007 and issue date of May 22, 2007) granted by the ND Water Commission which permit allows the City to use a specified amount and rate of flow of its wastewater for industrial purposes provided it is in priority. So long as said permit remains in effect and in priority and so long as the wastewater supply is available pursuant to state water rights rules and regulations, Fargo will supply to CRWUD Treated Wastewater as provided herein. The City will agree to provide said Treated Wastewater supply to CRWUD. It is understood that the Treated Wastewater will ultimately be supplied to Tharaldson. While the actual number delivered may fluctuate daily according to Tharaldson’s needs, the City and CRWUD must be capable of delivering 1.4 million gallons of Treated Wastewater per day when demanded by Tharaldson subject to the terms and conditions of this MOU. The minimum monthly volume of water to be supplied by the City and accepted by CRWUD will be 15 million gallons subject to the terms and conditions of this MOU. The maximum monthly volume of water to be supplied by the City and accepted by CRWUD will be 43.4 million gallons at a maximum daily rate of flow of

1,400,000 gallons per day subject to the terms and conditions of this MOU. Any deliveries above the stated maximum volume or above the maximum flow rate will not give rise to any continuing obligation to supply Treated Wastewater at any such increased volume or increased flow rate.

CRWUD will contract with the City pursuant to a separate agreement whereby the City would agree to sell Treated Wastewater derived from the City's wastewater treatment plant at a rate of \$2.52 per 1,000 gallons. Therefore, said contract will provide for a minimum payment to be made by CRWUD to the City in the sum of Thirty Seven Thousand Eight Hundred and no/100 Dollars (\$37,800.00) per month (representing the minimum "take or pay" amount of 15 million gallons per month multiplied by \$2.52/1000 gallons), based on a monthly calculation of minimum water use rather than a daily calculation of minimum water use, commencing the first of the month following the first full month of operations of the ethanol plant by Tharaldson, said payment to continue to be paid on the first of each month thereafter throughout the term of this MOU. Said monthly payments shall be in arrears, in payment for the prior month. To the extent that Treated Wastewater has been provided prior to the said first full month of operations, payment shall be made based upon actual meter readings. This amount reflects the City's capital costs, O & M costs and water supply. At the beginning of the sixth year after the first full month of operations of the ethanol plant by Tharaldson, and every fifth year thereafter, the rate may be adjusted by the City in an amount equal to the following:

- a) As to the first ~~\$1.02~~1.39 of the actual rate of ~~\$2.52~~2.9425 per 1000 gallons of Treated Wastewater, said ~~\$1.02~~1.39 may be adjusted to such amount as is necessary to cover actual, documented, O & M costs as defined in Section 5, above, as may be established by the City. In the event any party disagrees with the adjustment, the parties agree to negotiate, in good faith; provided that if the parties cannot agree upon the amount of such adjustment the matter shall be decided by arbitration in accordance with the provisions of the Uniform Arbitration Act, N.D.C.C. Chapter 32-29.3, as the same may be amended from time to time.
- b) As to the ~~\$1.50~~1.5525 of the initial rate of ~~\$2.52~~2.9425 per 1000 gallons of Treated Wastewater, an increase to an amount that three and one-half percent of the rate applicable for the prior five-year period. For example, with regard to the \$1.50 water component, in years six through ten, the rate will be \$1.5525 per 1,000 gallons. In years eleven through sixteen, the rate will be \$1.6068 per 1,000 gallons, and so on.

The 2018 Rate will be \$2.94/1000 gallons.

To the extent that Treated Wastewater is provided in excess of the stated minimum volume of 15 million gallons per month, CRWUD shall pay the sum of ~~\$2.52~~2.9425 per 1,000 gallons for said excess amounts. Monthly Treated Wastewater fees will be based on meter readings at the Membrane Treatment Plant.

If the City is unable to deliver water expected pursuant to this MOU, the minimum payments anticipated will not be in effect during the period of time when the City is unable to deliver water.

SECTION II. Section 9 of the MOU is hereby amended to read as follows:

9. AGREEMENT BETWEEN THARALDSON AND CITY FOR PLANT WASTEWATER RETURN.

Tharaldson will contract with the City for treatment of Plant Wastewater Return Flow conveyed from the ethanol plant to the City's wastewater treatment plant. While the actual amount may fluctuate depending on Tharaldson's operations, the City will accept up to .47 million gallons per day of wastewater return flow subject to the terms and conditions of this MOU. Tharaldson will also be required to obtain an Industrial User Permit, expected to be executed contemporaneously with this MOU, from the City for the Plant Wastewater Return Flow and will be subject to any other pretreatment regulations required by the City, as the same requirements and regulations may be amended from time to time by the City as to the City's other industrial permittees. The foregoing are intended as additional, but not alternative, to the provisions of Paragraph 3.2.1, above. Except as provided herein, Tharaldson shall bear all cost of compliance with these conditions.

The maximum volume of Plant Wastewater Return to be supplied by Tharaldson and accepted by the City will be 14.6 million gallons per month at a maximum daily rate of flow of 470,000 gallons per day subject to the terms and conditions of this MOU. The City agrees to accept and Tharaldson agrees to pay for the Plant Wastewater Return at a rate ~~of \$1.90 per 1,000 gallons~~ that is commensurate with the rate paid by other industries within the City of Fargo, subject to the terms and conditions of this MOU. Beginning in the sixth year after the first full month of operations of the ethanol plant by Tharaldson, and then every fifth year thereafter, the rate may be increased by the City so that the service fee for Plant Wastewater Return is then equal to the wastewater service fee levied against other industrial users within the city, as approved by resolution of the Board of City Commissioners. Monthly Plant Wastewater Return fees will be based on meter readings at the City's wastewater treatment plant. The agreed upon rate for the calendar year 2018 shall be \$2.10 per 1000 gallons.

In addition, the City reserves the right to apply a high strength surcharge to the wastewater return if the concentrations of BOD or TSS exceed 275 ppm each. The surcharge will be \$45 per 1,000 pounds of BOD and \$50 per 1,000 pounds of TSS. Beginning in the sixth year after the first full month of operations of the ethanol plant by Tharaldson, and then every fifth year thereafter, the rate may be increased by the City so that the surcharge is then equal to the surcharge levied against other industrial users within the city, as approved by resolution of the Board of City Commissioners..

Subject to the terms and conditions of this MOU the City will not charge Tharaldson for the cost of returning any residuals from backwash and membrane concentrate from the Membrane Treatment Plant processes to the City's wastewater treatment plant.

SECTION III. In all other respects the MOU, as the same has been previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the date and year first above written.

CITY OF FARGO,

By: _____

Timothy J. Mahoney, M.D., Mayor

Date: _____

Attest:

Steven Sprague, City Auditor

CASS RURAL WATER USERS DISTRICT,

By: _____

Jerry Blomeke, Director

Date: _____

THARALDSON ETHANOL PLANT I, LLC

By: _____

Ryan Thorpe, its C.O.O.

Date: _____

25

November 1, 2017

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

Dear Commissioners:

The North Dakota Department of Transportation (ND DOT) has awarded \$12,787 in additional State Aid to the City of Fargo for the period July 1, 2017 – June 30, 2018.

The requested motion is to approve the attached ND DOT State Aid contract number 38171458.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

/attachment

**North Dakota Department of Transportation
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

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 City of Fargo, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

I.

For the period of July 1, 2017, through June 30, 2018, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

II.

Costs. NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$12,787, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5th) business day following the termination date of this agreement.

III.

Purchase and Disposal of Project Equipment. The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

IV.

Assignments. The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

V.

Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities



to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

VI.

Merger and Waiver. 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 Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

VII.

Records and Reports. The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

VIII.

Audit. 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.

IX.

Amendments. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever, except by written instrument signed by both parties.

X.

Equipment Use. The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

XI.

Insurance. The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

XII.



Termination. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

XIII.

Nondiscrimination – Compliance with Laws. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

XIV.

Risk Management. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

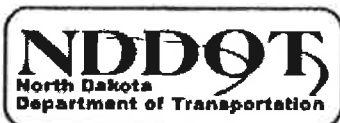
SIGNATURE

SIGNATURE

DATE

DATE

CLA 3338 (Div. 38)
L.D. Approved 5-3-90; 8-15



Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: State – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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 and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, their agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.





FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

November 1, 2017

26

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of Walmart Community Grant

Dear Commissioners:

The Walmart Community Grant Program provides grants to local organizations, to include "a recognized government entity: state, county, or city agency, including law enforcement or fire departments; that are requesting funds exclusively for public purposes."

The Fargo Police Department was recently awarded a grant of \$2,500.00 from the Fargo Walmart to assist our Community Trust Officers with the expenses related to their community outreach programs.

The Community Trust Officers conduct various outreach events throughout the year, to include: Cocoa with a Cop, Cool Off with a Cop and Fargo United. These events all have the goal of building trust between the community and law enforcement, opening lines of communication, and strengthening the community.

The grant funds would be used to support the outreach program's costs, including food, portable toilet rentals, venue rentals, entertainment (bouncy houses, dunk tanks, games), etc.

There is no local match requirement for this grant.

Recommended Motion:

Acceptance of the Walmart Community Grant Program Award of \$2,500.00 to the Fargo Police Department. Increase the Police Department 2017 budget line 101-5025-411-43-20 by \$2,500.00.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David Todd
Chief of Police

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

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

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

NON EMERGENCY
Phone: 701-235-4493

REPORT OF ACTION

UTILITY COMMITTEE

27

Project No: N/A

Type: FEMA Application
Local Share Commitment

Location: Red River Raw Water Pump Station (13th Avenue South & 4th Street)

Date of Hearing: 11/2/17

<u>Routing</u>	<u>Date</u>
City Commission	11/6/17
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding a local match commitment for a Pre-Disaster Mitigation (PDM) grant application to FEMA. Flood protection for the Red River Raw Water Pump Station (RRRWPS) that serves the Water Treatment Plant is the project being submitted by the Water Utility. The estimated project cost is \$5.2 million. If the application is successful, FEMA would fund 75% of the project or \$3.9 million. The remaining 25% would be needed as local share or \$1.3 million. The RRRWPS project is on the Water Utility 20-year Capital Improvement Plan (CIP). A letter committing to the local share is needed for the FEMA application. The local share would be funded with Fund 450 (Infrastructure Sales Tax).

MOTION:

On a motion by Bruce Grubb, seconded by Kent Costin, the Utility Committee voted to approve submitting the letter committing to the local share of 25%, if the FEMA grant application were to be successful.

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

ATTEST:

Troy Hall per Jodi Koscienski
 Troy B. Hall
 Water Utility Director

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



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

MEMORANDUM

October 27, 2017

To: Utility Committee

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

Re: FEMA Pre-Disaster Mitigation Program
 Local Funding Match Commitment

Background

The Red River Raw Water Pump Station (RRRWPS) for the Water Treatment Plant (WTP) currently does not have permanent flood control measures in place to protect the facility during a flood event. The RRRWPS has relied on temporary measures to protect the facility in the event of river flooding. In 2009, temporary measures consisting of sandbags, dewatering seepage near electrical transformer, and other strategies were employed to protect the RRRWSP. In addition, installing/removing temporary measures is time consuming & expensive when a flood threatens the facility.

Pre-Disaster Mitigation Assistance

The Pre-Disaster Mitigation (PDM) Program makes Federal funds available to State, Local, and Tribal Governments to implement and sustain cost effective measures designed to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. There is \$90 million in Federal funding available with a Period of Performance of 42 months. The cost share is 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs derived from non-Federal sources. FEMA will prioritize mitigation projects in accordance with the 2017 appropriations language.

- ✓ Application and Submission Key Dates are as follows:
- ✓ Grant Date Posted – July 10, 2017
- ✓ Application Start Date – August 14, 2017
- ✓ Application Submission Deadline – November 14, 2017
- ✓ Funding Selection Date – January 30, 2018
- ✓ Award Date – December 30, 2018

The preliminary estimate for the RRRWSP is \$5.2 million for flood protection and capacity improvements. The estimated local match will be \$1.3 million. Please note, however, that improvements that are not flood protection related may not be eligible costs under a PDM cost share. Funding for the local share has a placeholder in the Water Utility 20-year Capital Improvement Plan (CIP) and is intended to be funded with Infrastructure Sales Tax (Fund 450).

SUGGESTED MOTION:

Approve the attached local match commitment from the City of Fargo for the Red River Raw Water Pump Station flood mitigation project. The application submission deadline is November 14, 2017.

Your consideration in this matter is greatly appreciated.

November 6, 2017

Cody Schulz, Disaster Recovery Chief
North Dakota Department of Emergency Services
PO Box 5511
Bismarck, ND 58504

RE: Red River Pump Station Local Match Letter

Dear Mr. Schulz,

As part of the Pre-Disaster Mitigation (PDM) Program, a local funding match is required. This letter serves as the City of Fargo commitment to meet the local matching fund requirements for the Red River Pump Station project. The proposed project is included in the City's Capital Improvements Plan (CIP) and a portion of the anticipated project cost is included in the approved 2018 budget. Should the City be successful in obtaining funding through the PDM Program, the local matching fund requirement will be twenty-five percent (25%), which will be provided as cash and/or in-kind contributions, and paid upon receipt of all bills. Further, all matching requirements set forth in 2 CFR Part 200.306 will be adhered to.

Your assistance is greatly appreciated.

Sincerely,

Dr. Timothy Mahoney
Mayor

REPORT OF ACTION

UTILITY COMMITTEE

(28)

Project No. WA1552

Type: Water Tower 6 Valves
Bid Advertisement

Location: Water Tower 6 (32nd Avenue South & 33rd Street)

Date of Hearing: 11/2/17

<u>Routing</u>	<u>Date</u>
City Commission	11/6/17
Project File	


Troy Hall, Water Utility Director, requested of the Utility Committee permission to advertise for Project WA1552. This is for replacement of valves at Water Tower #6 (32nd Avenue South & 33rd Street). The valves are about 26 years old and do not function as required for water tower maintenance purposes. The control philosophy for this valve system is being revised. Therefore, a task order was approved in May, 2017 by the Utility Committee for the engineering work. The project is now ready for bidding. A bid advertisement will be submitted to the City of Fargo Auditor's Office the week of November 13, 2017, to be published. This project will be paid for with Fund 450 (Infrastructure Sales Tax).

MOTION:

On a motion by Bruce Grubb, seconded by Ben Dow, the Utility Committee voted to approve advertising for Project WA1552, replacement of valves at Water Tower 6.

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

ATTEST:



Troy B. Hall
Water Utility Director

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

(29)

City of Fargo Staff Report			
Title:	Maple Valley 3rd Addition	Date:	9/27/2017
		Update:	11/2/2017
Location:	3325-3349 Maple Leaf Loop	Staff Contact:	Donald Kress, senior planner
Legal Description:	Lots 19-27 and 29-31, Maple Valley 2 nd Addition		
Owner(s)/Applicant:	Wildstone Development, LLC /John Holland	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 19-27 and 29-31, Maple Valley 2 nd Addition Addition)		
Status:	City Commission Public Hearing: November 6, 2017		

Existing	Proposed
Land Use: Residential	Land Use: No change
Zoning: SR-4	Zoning: No change
Uses Allowed: Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No change
Maximum Density: Maximum 12.1 units per acre	Maximum Density: No Change

Proposal:

The applicant requests a minor subdivision, entitled **Maple Valley Third Addition**, which is a replat of Lots 19-27 and 29-31, Maple Valley 2nd Addition into a 10 lot, 1 block subdivision. Lot sizes range from 7,525 square feet to 19,924 square feet in area. The property is zoned SR-4, Single-Dwelling Residential. No zone change is proposed.

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

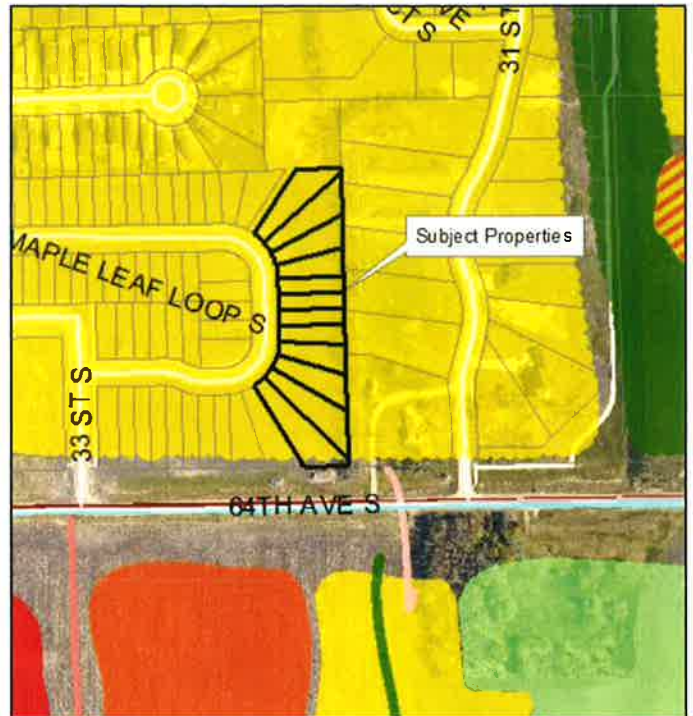
Surrounding Land Uses and Zoning Districts:

- North: SR-4, Single-Dwelling Residential with drainage pond use
- East: SR-2, Single-Dwelling Residential and AG, Agricultural zoning with single-family residence and vacant land uses
- South: Across 64th Avenue South, Cass County with AG zoning and agricultural use.
- West: SR-4, Single-Dwelling Residential with single-family residence and vacant land uses

(continued on next page)

Area Plans:

The subject property is located within the 2001 Growth Plan. This plan designates the subject property as the most suitable for "Low / Medium Density Residential" land use.



Schools and Parks:

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

Neighborhoods: The subject property is located in the Maple Valley neighborhood.

Parks: Prairie Farms Park (currently without address) is located approximately 650 feet northwest of the properties and will offer amenities in the future.

Pedestrian / Bicycle: An off-road bike facility is located approximately 300 feet east of the properties within Prairie Farms Park and is a component of the metro area trail system.

Staff Analysis:

ACCESS: The lots will take access from Maple Leaf Loop South, an existing dedicated public street.

PUBLIC WATER AND SEWER: Public water and sewer are available in Maple Leaf Loop South.

PROPOSED HOUSING PRODUCT: At this time, the applicant proposes to develop the lots with twinhomes. Twinhomes have one residential unit on each side of the lot line that divides the building. Twinhomes are allowed in the SR-4 zoning district.

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

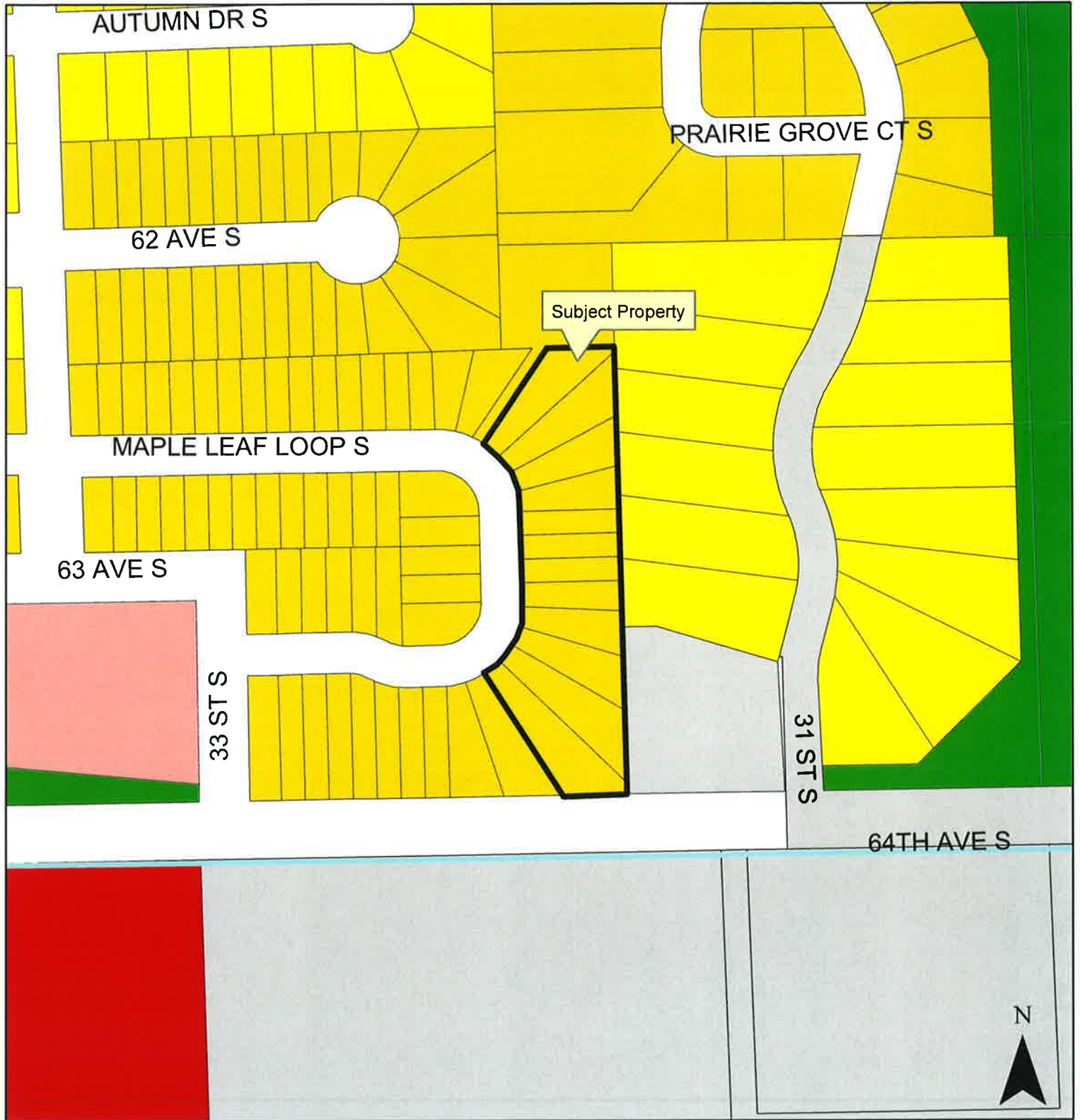
1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 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**

<p>Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>The subject property is located within the 2001 Growth Plan. This plan designates the subject property as the most suitable for “Low / Medium Residential” land use. The zoning for the project site is SR-4, Single-Dwelling Residential, which falls within the “Low / Medium Density Residential” land use designation. This zoning will accommodate the proposed residential development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two inquiries from the public. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of the applicable area plan, the standards of Article 20-06 and other applicable requirements of the Land Development Code.</p>
<p>2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Planning Commission Recommendation: October 3, 2017</p>
<p>By a vote of 9-0, the Planning Commission on October 3, 2017 voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed Maple Valley Third Addition subdivision plat as presented; as the proposal complies with the 2001 Growth Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC.</p>
<p>Staff Recommendation:</p>
<p>Suggested Motion: “To accept the findings and recommendations of staff and the Planning Commission and move to approve the proposed Maple Valley Third Addition subdivision plat as presented; as the proposal complies with the 2001 Growth Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC.”</p>
<p>Attachments:</p>
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Plat 4. Graphic of proposed housing product

Plat (Minor)

Maple Valley 3rd Addition

3325 - 3349 Maple Leaf Loop S



Plat (Minor)

Maple Valley 3rd Addition

3325 - 3349 Maple Leaf Loop S



MAPLE VALLEY THIRD ADDITION BEING A REPLAT OF LOTS 19 - 27 AND 29 - 31, BLOCK 1, MAPLE VALLEY SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA A MINOR SUBDIVISION

OWNERS, CERTIFICATE:
KNOW ALL PERSONS BY THESE PRESENTS: That Wildstone Development, LLC, a North Dakota Limited Liability Company, is the owner and proprietor of, and Community First Bank, a Minnesota state chartered bank, f.k.a First National Bank of Menasha & Sebeka, is the mortgagee of, Lots 19 - 27 and 29 - 31, Block 1, Maple Valley Second Addition to the City of Fargo, Cass County, North Dakota.
Said tract of land contains 2.702 acres, more or less.

And the said parties have caused the same to be surveyed and replatted as MAPLE VALLEY THIRD ADDITION to the City of Fargo, Cass County, North Dakota

OWNER:
Wildstone Development, LLC

John T. Holland, President

MORTGAGEE:
Community First Bank

Erin Myhre, President

SURVEYORS, CERTIFICATE AND ACKNOWLEDGEMENT:
Curtis A. Starphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this _____ day of _____, 20____

Curtis A. Starphol, Professional Land Surveyor No. 4723

CITY ENGINEERS' APPROVAL:
Approved by the Fargo City Engineer this _____ day of _____, 20____

Mark H. Blitner, City Engineer

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____

Shera Fisher, Chair
Fargo Planning Commission

FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____

Timothy J. Mahoney, Mayor

Attest:
Stevan Sengau, City Auditor

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared John T. Holland, President of Wildstone Development, LLC, a North Dakota Limited Liability Company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said Limited Liability Company.

Notary Public _____

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared Erin Myhre, President of Community First Bank, f.k.a First National Bank of Menasha & Sebeka, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said bank.

Notary Public _____

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared Curtis A. Starphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public _____

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared Mark H. Blitner, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

Notary Public _____

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared Shera Fisher, Chair, Fargo City Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public _____

State of North Dakota } ss
County of Cass } ss

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo, and Stevan Sengau, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public _____

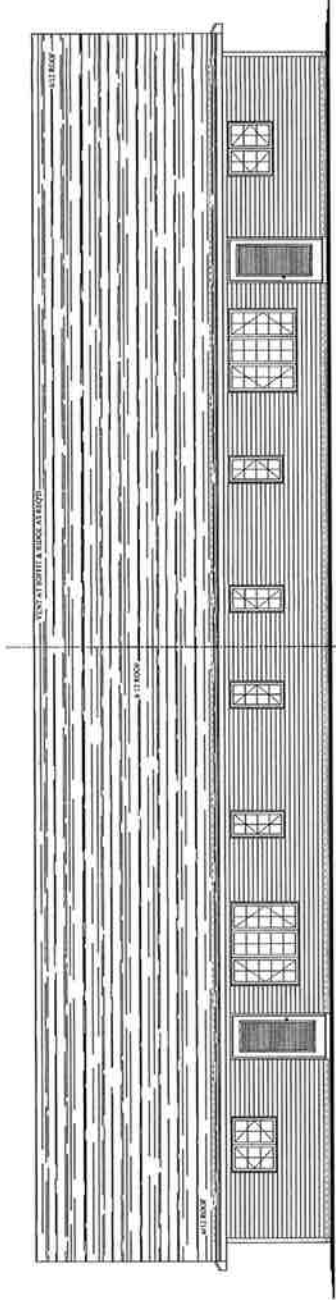
REVISIONS
00/00/00

CROOKSTON BUILDING CENTER
P.O. BOX 515 - 537 MARIN AVE.
CROOKSTON, MN 56716

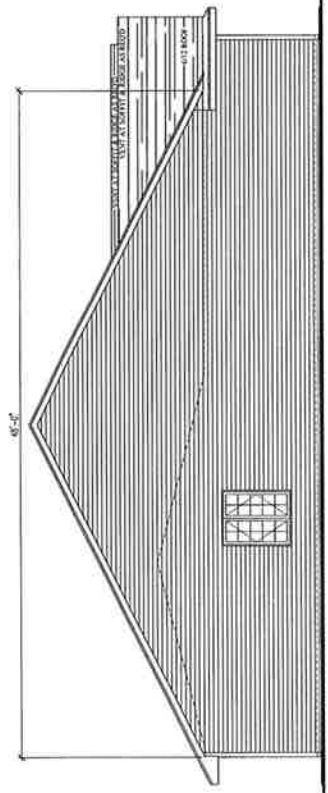
CARY DEVELOPMENT
HIGHLAND TOWNHOMES 2015

DRAWN BY: B.M.
DATE: 09/03/15
APPROVED BY:

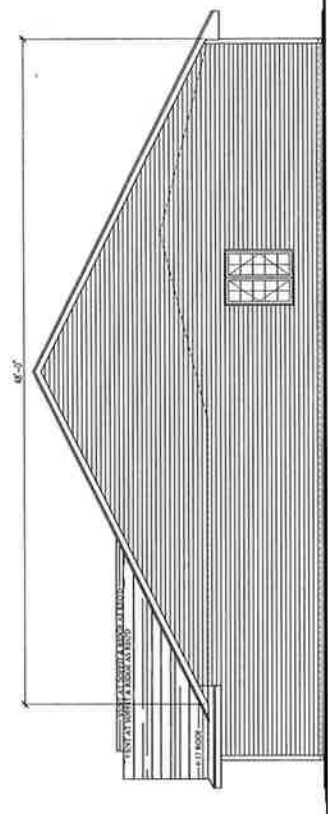
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1 OF 3



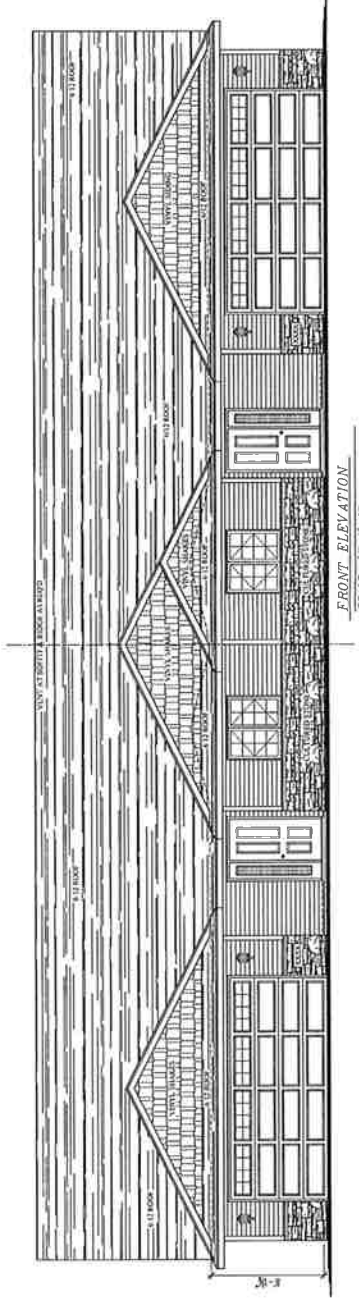
BACK ELEVATION
SCALE 1/4" = 1'-0"



LEFT ELEVATION
SCALE 1/4" = 1'-0"



RIGHT ELEVATION
SCALE 1/4" = 1'-0"



FRONT ELEVATION
SCALE 1/4" = 1'-0"

REPORT OF ACTION

32

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Magellan Gas Line Rectifier and Ground Bed Relocation

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 10/30/2017

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding the need to relocate Magellan's gas line rectifier and ground bed outside of the new right-of-way on 19th Avenue North. Magellan has already relocated the gate valve which was previously approved by PWPEC and City Commission. The estimated cost to relocate the existing gas line rectifier and ground bed is \$65,000. Staff is recommending approval.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the relocation.

RECOMMENDED MOTION

Concur with the findings of PWPEC and approve the payment in the amount of \$65,000 for relocation of Magellan gas line rectifier and ground bed to support the construction of 19th Avenue North between 45th and 57th Street North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Sales Tax & Special Assessments

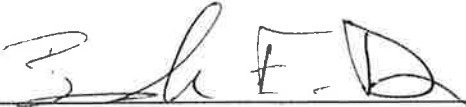
	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 Division Engineer



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer *JTL*
Date: October 30, 2017
Re: Improvement District #BN-17-A1 – Magellan Gas Pipeline Valve Relocation

Background:

19th Avenue North between 45th Street North and 57th Street North previously had a 33 feet of right of way from the section line. With the current Improvement District BN-17-A1 - 19th Avenue North urbanization project, the right of way was increased to 100 feet from the section line. Within the 19th Avenue North corridor, the Magellan pipe line intersects our City of Fargo Right of Way.

Within the future 100 foot COF ROW is a Magellan gas line rectifier and ground bed which Magellan will not allow to be within the COF ROW. The estimated cost to relocate the existing gas line rectifier and ground bed is estimated at \$65,000. Attached is the estimate for this work is attached.

Please note that Magellan has already relocated the gate valve that was previously approved by PWPEC and City Commission.

Recommended Motion:

Approve the proposed Magellan gas pipeline rectifier and ground bed estimated at a cost of \$65,000.

JTL/klo
Attachment

C: Brenda Derrig

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made and entered into and effective this ____ day of _____, 2017, by and between **Magellan Pipeline Company, L.P., a Delaware limited partnership** (herein "MPC"), whose mailing address is P O. Box 22186, Tulsa, Oklahoma 74121-2186, and **City of Fargo, a North Dakota municipal corporation**, its successors, assigns and grantees (hereinafter "Reimbursers") whose mailing address is 200 3rd Street North, Fargo, North Dakota 58102. MPC and Reimbursers are referred to as "Party" and "Parties" herein.

WITNESSETH:

WHEREAS, Reimbursers desires to perform or cause the performance, construction and completion of a road project which, among other things, will involve the following: the widening and reconstruction of 19th Avenue North road, requiring the relocation of MPC's vertical ground-bed and rectifier facilities and its gate valve beyond the new right of way boundaries (the "Project") and will affect the following property in Cass County, North Dakota:

W½ Section 28-Township 140 North-Range 49 West; Fargo, Cass County, North Dakota (the "Property"); and

WHEREAS, Reimbursers warrants and represents that, subject to MPC's rights in the Property, it owns and/or possesses all rights and interests in the Property necessary for the Project; and

WHEREAS, MPC is the owner of certain pipeline(s), appurtenances (including rectifier and ground-bed facilities) and related easement and property rights (herein "**Facilities**") which are situated in the Property; and

WHEREAS, Reimbursers desires that MPC accommodate the proposed Project by performing certain work on or in connection with MPC's Facilities, which work will include survey and design work, evaluation of the feasibility of such work and the planning, permitting, engineering, documentation, performance and inspection of the work by or on behalf of MPC as such work is described in further detail in attached Exhibit "A" (herein "**Work**"); and by entering into the form of encroachment agreement attached hereto as Exhibit "B" (the "**Encroachment Agreement**") and;

WHEREAS, Reimbursers has agreed to reimburse MPC for the gate valve relocation pursuant to Reimbursers letter presented June 30, 2017 upon receipt of invoice for \$35,000.00 or less;

WHEREAS, MPC, under the terms and conditions herein, is willing to perform the Work in accordance with the terms of this Agreement subject to all of the following conditions:

- a) Reimbursers's execution and delivery to MPC of this Agreement; and
- b) Reimbursers's agreement herein to fully reimburse MPC for all costs and expenses sustained or incurred by MPC in connection with the Work.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, MPC agrees to perform the Work, if feasible, subject to the following terms and conditions:

1. **Scope of Work**

Reimbursing agrees that the scope of Work described in this Agreement reflects in all material respects the Work requested of MPC to accommodate the proposed Project.

2. **Evaluation of Feasibility of the Work**

Upon the execution and delivery to MPC by Reimbursing of this Agreement and MPC's receipt from Reimbursing of the deposit described in Section 4 below, MPC will complete its evaluation of the proposed Work, to include survey and design, and if MPC determines that the Work is safe, lawful and otherwise feasible, and upon receipt of all necessary authorizations, permits, rights of way, plan drawings and surveys, including those required in section 3 below, MPC will proceed with the Work.

3. **Performance of Work including Permitting**

As part of the Work, MPC shall have the responsibility to acquire any rights of way, permits, consents and approvals required solely for the Work. Reimbursing shall have the responsibility to acquire any permits, consents and approvals required by the Project other than those required solely for the Work. Reimbursing agrees to cooperate with MPC in all ways necessary or convenient in MPC's seeking such rights of way, permits, consents and approvals for the Work. Reimbursing agrees to provide to MPC, upon request, all reasonably necessary survey and plan drawings requested by MPC to complete the Work.

4. **Costs of Work for Project Accommodation**

4.1 Simultaneous with the execution and delivery of this Agreement, Reimbursing shall pay Invoice dated October 24, 2017 in the amount of **\$28,979.75 for actual cost of the MPC gate valve relocation**; and Reimbursing shall provide to MPC a deposit in the amount of **\$65,000.00 for the rectifier and groundbed relocation** as an advance to cover MPC's estimated cost of the Work. Such estimate will not limit Reimbursing's obligation for the total Work-related costs and expenses finally incurred hereunder. MPC agrees to provide Reimbursing with additional estimates of any material differences in expected total costs and expenses estimated by MPC to be incurred for the Work.

4.2 Reimbursing agrees to reimburse MPC for all costs and expenses, both direct and indirect, sustained or incurred by MPC in connection with the Work, including, but not limited to, labor, materials, construction damages, contractors' fees, inspections, costs for permits and approvals, administrative overhead, lost revenues, taxes, engineering costs, legal fees, right of way acquisition costs, document research, preparation and recording costs. Reimbursing recognizes and agrees that MPC may use one or more contractors to perform the Work.

5. **Final Accounting**

Within 120 days after the completion of the Work, MPC shall make a final accounting of costs and expenses for the Work and provide Reimbursing an invoice of the same reflecting a credit for any advances made by Reimbursing. If the final accounting reflects that the sum of the advances deposited by Reimbursing hereunder exceeds the total cost for the Work, MPC will refund such excess with the final accounting invoice. If the final accounting reflects that the sum of the advances deposited by Reimbursing hereunder is less than the total cost for the Work, then MPC shall send Reimbursing an invoice for the balance due and Reimbursing shall pay MPC for such balance due within thirty (30) days after receipt.

6. **Indemnification**

REIMBURSER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS, MPC AND ITS AFFILIATES, AND ITS AND THEIR PARTNERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, "MPC PARTIES") FROM ANY AND ALL ENVIRONMENTAL AND NON-ENVIRONMENTAL LIABILITIES, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS AND ADMINISTRATIVE PROCEEDINGS WHICH RESULT FROM OR ARISE, DIRECTLY OR INDIRECTLY, OUT OF MPC'S WORK PERFORMED PURSUANT TO THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY MPC'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT FROM THE PROJECT, AND/OR FROM REIMBURSER'S BREACH OF THIS AGREEMENT.

7. **Force Majeure**

MPC shall not be liable for any losses or damages due to delay or failure to perform its obligations in this Agreement if such delay or failure is caused (a) by events or circumstances that are beyond its reasonable control or (b) by events or circumstance that make performance impossible or impracticable. Such events or circumstances include, without limitation, acts of God, acts of war, riots, strikes, lockouts, acts of landowners, acts of government in sovereign or contractual capacity, shortages of or delays in delivery of necessary supplies or materials, accident, fire, water damages, flood, earthquake, tornado or any other natural catastrophes.

8. **Miscellaneous**

8.1 Nothing in this Agreement reflects or shall be deemed to constitute any release, relinquishment, abandonment, modification or subordination of any right, title or interest MPC may have in the above-described land or the above-described right-of-way and easement agreements.

8.2 This Agreement, including its exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.

8.3 If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

8.4 This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.

8.5 The paragraph headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.

8.6 This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.

8.7 Reimbursing may not assign this Agreement without the prior written consent of MPC. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

8.8 **This Agreement shall be governed by and enforced in accordance with the laws of the State in which the Property is situated.**

8.9 The following exhibits are attached to and incorporated in this Agreement:

- Exhibit "A" - Description of the Work
- Exhibit "B" - Encroachment Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

"MPC"

**Magellan Pipeline Company, L.P.
By Its General Partner, Magellan Pipeline GP, LLC
By Its Undersigned, Authorized Signatory:**

Name: _____

"Reimbursing"

**City of Fargo, North Dakota, a North Dakota municipal corporation
By Its Undersigned, Authorized Signatory:**

Name: Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, Auditor

EXHIBIT “A”

WORK

GATE VALVE RELOCATION:

1. Relocating MPC gate valve 60 feet north of its existing location and place above ground. The new location encompasses 16 feet by 32 feet and includes a fence around the site.
2. Please pay attached Invoice for \$28,979.75.

RECTIFIER/GROUNDBED RELOCATION:

1. Relocate existing rectifier and groundbed north of the new proposed road right of way.
2. The existing anodes will be abandoned in place and the new anodes will be installed in a 250 foot deep groundbed.
3. The MPC pipeline will be excavated in order to cad weld the cables that will connect the pipeline to the rectifier/groundbed.
4. See attached Cost Estimate, MPC drawing, and Valve location.

EXHIBIT "A"

GATE VALVE PROJECT

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INVOICE

Date: October 24, 2017

MAGELLAN PROJECT #
17-562 C

BILL TO:

City of Fargo, ND
200 3rd Street North
Fargo, North Dakota 58102

FOR:

Project No. BN-17-A1
19th Avenue Corridor
Improvement District BN-17-A1

ATTN: Brenda Derrig or Jason Leonard

DESCRIPTION	AMOUNT
<p>Magellan Gate Valve Relocation due to City of Fargo road widening & development project</p>	<p>\$28,979.75</p>
<p style="text-align: right;">TOTAL</p>	<p>\$28,979.75</p>

Please remit to:

Magellan Pipeline Company. L.P.
Attn: Cynthia Pierce
One Williams Center, MD OTC-8,
Tulsa, OK 74172

Payment is due upon receipt

If you have any questions concerning this invoice,

contact Cynthia Pierce, Project Manager – (918) 574-7464 or cynthia.pierce@magellanlp.com

COST TRACKING FOR MPL PROJECT 17-562 C

10/24/2017

City of Fargo Improvement District BN-17-A1

Location: Valve Replacement 19th Avenue North Corridor
 AFE#: 280-0135-5008-63323000-T4329

Budgeted Amount on AFE: \$30,000.00
 Amount Spent on AFE: \$28,979.75
 Outstanding Invoices (Estimates): \$0.00
 Total Spent Upon Completion: \$28,979.75

% Spent
 97%

Pay Date	Invoice	Invoice Date	Amount	Vendor	Description	Asset Code	CWP	Week
	17-053-0895	07/19/20	\$16,276.25	Enerpipe	Labor/Equipment			
	P262751	07/17/17	\$310.44	Mesa	1-Test Station			
	26289	07/20/17	\$1,050.32	Earth Contact Products, LLC	Pipe Supports-Hell Coils			
	9512514614	07/27/17	\$457.28	Greingers	Hell Coil Covers			
	6170708	08/10/17	\$1,059.00	FE Supply	60' -6" Pipe@17.65 pf			
	6170734	08/16/17	\$2,025.00	FE Supply	Pipe Shipping			
	76532	08/08/17	\$547.96	Knife River Material	Rock			
	P263402	08/14/17	\$63.50	Mesa	1-Test station Correction			
	17-053-1134	08/30/17	\$3,193.00	Enerpipe	Pipe Coating			
	22093	07/31/17	\$1,679.00	NTI	X-ray of 3 welds			
	44624	07/17/17	\$2,318.00	Ferguson Brothers Excavating	Helicoil Installation			
	INVOICE TOTALS		\$28,979.75					

EXHIBIT "A"

RECTIFIER/GROUNDBED PROJECT

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Title: Fargo 19th Ave Cathodic Protection Relocation
 Project #:
 Location: Cass County, ND
 Pipeline: 6265 Alexandria - Grand Forks #1-6"
 Tract:
 3rd Party Proj #:

Date: 10/24/2017
 Revised:
 AFE:

Description:

City of Fargo proposes to widen the right of way for 19th Ave where Magellan's rectifier and ground bed assets are located. These assets will need to be relocated outside of the new proposed right of way.

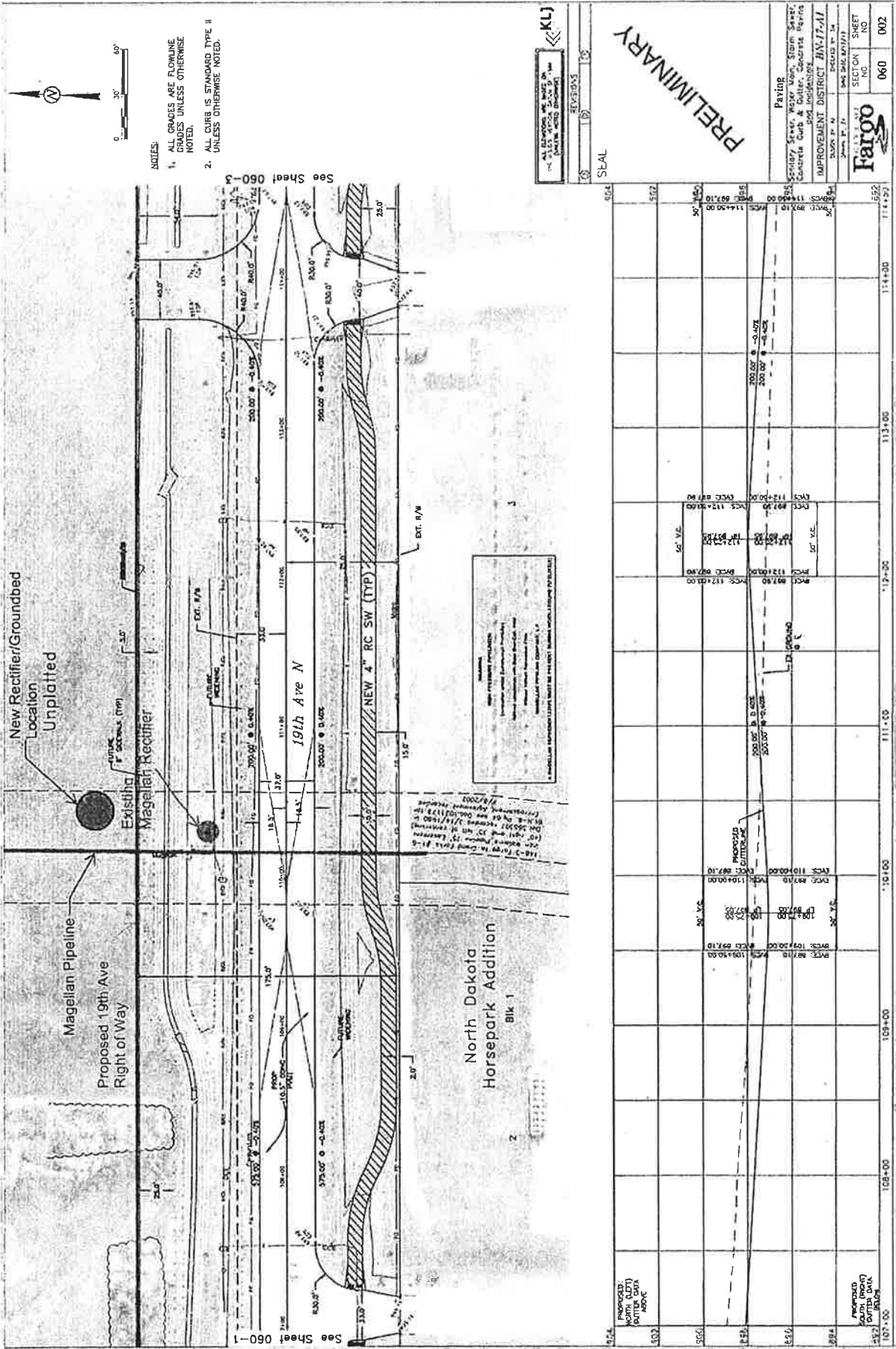
CODE	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT	SUB TOTAL
GBA	Mainline Mechanical Materials					
	Mainline Mechanical Materials Sub Total					0.00
GCA	Mainline Labor					
	Rectifier/Ground Bed Installation	1	LS	\$ 30,000.00	\$ 30,000.00	
	Miscellaneous Expenses	5%	LS	\$ 1,500.00	\$ 1,500.00	
	Mainline Labor Subtotal					\$ 31,500.00
GCB	Mainline Inspection & Testing					
	Mainline Inspection & Testing Sub Total					\$ -
GCC	Mainline Instruments & Electrical Material					
	Mainline Instruments & Electrical Material Sub Total					\$ -
GCF	Mainline Eng/Draft/Permit/Survey					
	Drafting	1	LS	\$ 1,500.00	\$ 1,500.00	
	Soil Bores/Testing	1	LS	\$ 1,500.00	\$ 1,500.00	
	Surveying	1	LS	\$ 1,500.00	\$ 1,500.00	
	Mainline Eng/Draft/Permit/Survey Sub Total					\$ 4,500.00
GCG	Mainline Cathodic Protection					
	Anodes/Misc Materials	1	LS	\$ 20,000.00	\$ 20,000.00	
	Mainline Cathodic Protection Sub Total					\$ 20,000.00
GCH	Construction Damages	1	LOT	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
GCJ	Clearing and Grading	0	LOT	\$ -	\$ -	\$ -
GCU	Environmental Control	0	LOT	\$ -	\$ -	\$ -
	Geotech Cover/Grading/Seeding	0	LOT	\$ -	\$ -	\$ -
	MAINLINE SUB TOTAL					\$ 61,000.00
	STATION SUB TOTAL					
	DELIVERY FACILITY SUB TOTAL					
ZAV	Capitalized Interest	0.00%	%	\$ 61,000.00	\$ -	
ZBV	Internal Labor					
	Field Crew	0	DAY	\$ 2,500.00	\$ -	
	Corrosion Technician	40	HRS	\$ 55.00	\$ 2,200.00	
	Batch Tracking	0	HRS	\$ 55.00	\$ -	
	Asset Integrity Supervisor	0	HRS	\$ 55.00	\$ -	
	DPMO or COM	0	HRS	\$ 45.00	\$ -	
	Travel	0	EA	\$ -	\$ -	\$ 2,200.00
	Contingency	0%	%	\$ 61,000.00	\$ -	\$ -
ZCV	Administrative Overhead	80.0%	%	\$ 2,200.00	\$ 1,760.00	\$ 1,760.00
	INTERNAL CHARGES SUB TOTAL					\$ 3,960.00
TOTAL ESTIMATED PROJECT COST						\$ 65,000.00

Notes:

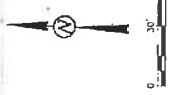
Damages may need to be paid to adjacent landowners.

Assumptions:

No major weather delays.
 No additional compaction or compaction testing.
 Relocation will be inside of existing easements.



ADDITIONS:
 1. ALL GRADES ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED.
 2. ALL CURB IS STANDARD TYPE II UNLESS OTHERWISE NOTED.



ALL DIMENSIONS ARE SHOWN IN FEET UNLESS OTHERWISE NOTED.

PRELIMINARY

SECTION NO. 060 SHEET NO. 002

IMPROVEMENT DISTRICT: HWY 17-A1

PROJECT: Paving

CONTRACTOR: Friday Street, Water Main, Storm Sewer, Concrete Curb & Gutter, Concrete Pavement

DATE: 11/17/11

DESIGNER: FARGO ENGINEERING & ARCHITECTURE

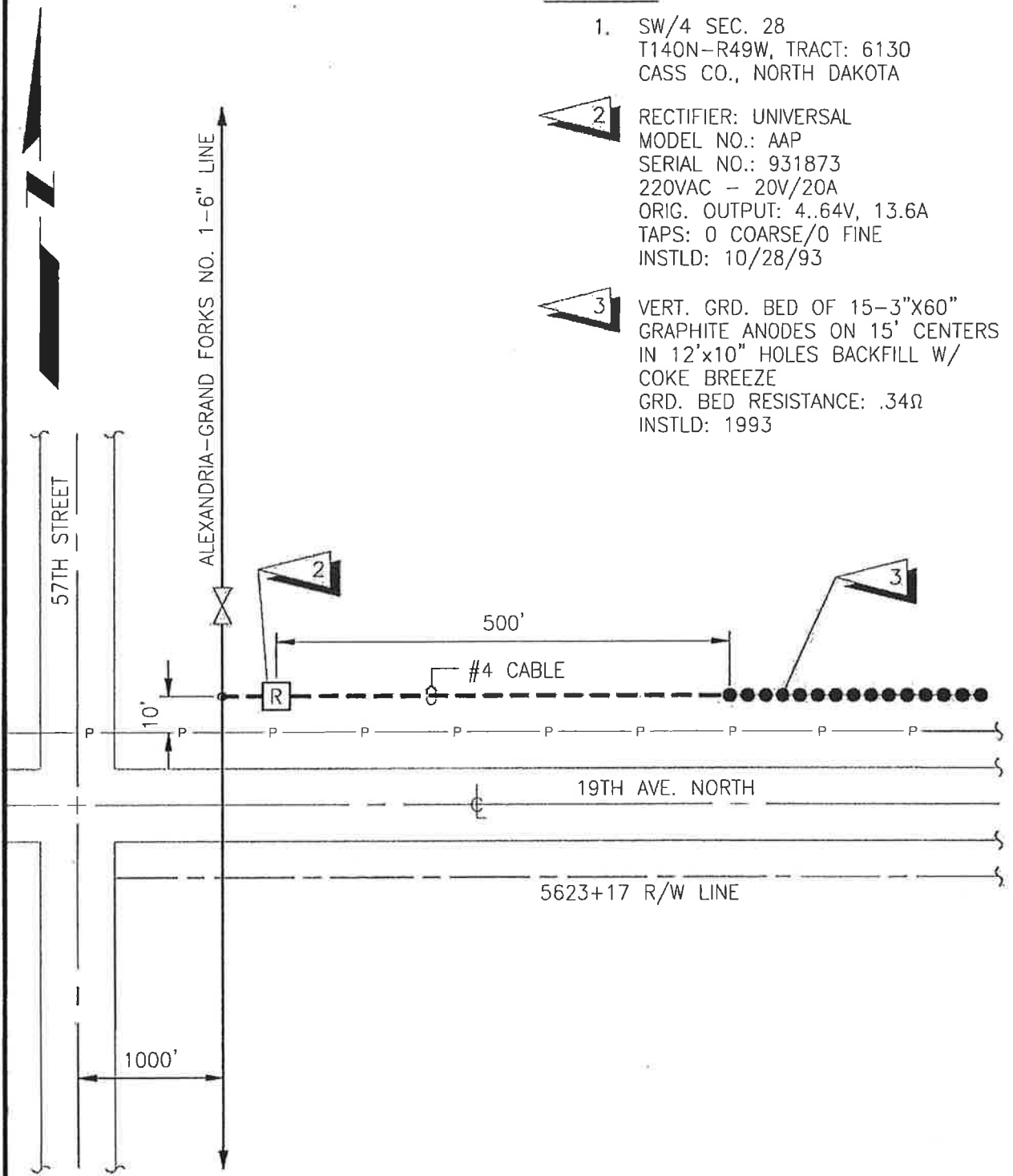
18-2 (19th Ave) Cont. from 18-1
 18-2 (19th Ave) Cont. from 18-1
 18-2 (19th Ave) Cont. from 18-1
 18-2 (19th Ave) Cont. from 18-1

NOTES:

1. SW/4 SEC. 28
T140N-R49W, TRACT: 6130
CASS CO., NORTH DAKOTA

2. RECTIFIER: UNIVERSAL
MODEL NO.: AAP
SERIAL NO.: 931873
220VAC - 20V/20A
ORIG. OUTPUT: 4.64V, 13.6A
TAPS: 0 COARSE/0 FINE
INSTLD: 10/28/93

3. VERT. GRD. BED OF 15-3"x60"
GRAPHITE ANODES ON 15' CENTERS
IN 12'x10" HOLES BACKFILL W/
COKE BREEZE
GRD. BED RESISTANCE: .34Ω
INSTLD: 1993



REFERENCE DRAWING:

AGA-1621 ALIGNMENT SHEET
M.P. 106+26

CASS CO. ELECTRIC
ACCT. NO.: 7028-57
PHONE (701)428-3292

DRAWN BY: KER

APPROVED:

DATE: 11/93

SCALE: NONE



Magellan Pipeline
Company, L. P.

CATHODIC PROTECTION
ALEXANDRIA - GRAND FORKS

AG-CP-106

CASS

COUNTY,

NORTH DAKOTA

EXHIBIT "A"
TO ENCROACHMENT FORM

SUBJECT LAND

The North Half of the Northeast Quarter (N ½ NE¼) of Section 5 and
Government Lot 10 of Section 4, Township 79 North, Range 6 West,
Johnson County, Iowa

REPORT OF ACTION

33

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Change Order #2
 Location: 19th Ave N from 45th St to 57th St Date of Hearing: 10/30/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #2 in the amount of \$28,596.70, bringing the total contract amount to \$8,073,365.15.

Staff is recommending approval of Change Order #2.

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

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$28,596.70 to Master Construction.

PROJECT FINANCING INFORMATION:


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

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Liaison
Date: 9/20/2017
Re: Improvement District #BN-17-A1– Change Order # 2

I concur with KLJ's recommendation for Change Order # 2 on Improvement District No. BN-17-A1. Please see attached documentation supporting the change order in the amount of \$28,596.70.

Recommended Motion:

Approve Change Order # 2 in the amount of \$28,596.70

Attachment
JTL/klo

C: Brenda Derrig
Thomas Knakmuhs
Scott Middaugh



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

Improvement District No	BN-17-A1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Inciden		
Date Entered	10/24/2017	For	Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order # 2 - Pipe Installation adjustment to eliminate existing roadway cuts
Boring Water & Sewer Service Lines, Boring 16" Water main, Revise Water Service to Mid America, Revising Storm Sewer, Temporary Pumping and Revise Driveway

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 (\$)
Sanitary Sewer	23	F&I Pipe SDR 28 - 8" Dia PVC	LF	820.00	0.00	820.00	-9.00	811.00	34.00	-306.00
	24	F&I Pipe SDR 35 - 12" Dia PVC	LF	523.00	0.00	523.00	-57.00	466.00	39.00	-2,223.00
	26	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	955.00	0.00	955.00	-432.00	523.00	49.00	-21,168.00
	27	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	47.00	0.00	47.00	-47.00	0.00	54.00	-2,538.00
	149	Bore Pipe SDR 26 - 8" Dia PVC	LF	0.00	0.00	0.00	441.00	441.00	64.90	28,620.90
Water Main	150	Bore Pipe SDR 35 - 12" Dia PVC	LF	0.00	0.00	0.00	104.00	104.00	70.40	7,321.60
	38	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	632.00	0.00	632.00	-161.00	471.00	41.00	-6,601.00
Storm Sewer	39	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	4,872.00	0.00	4,872.00	-60.00	4,812.00	50.00	-3,000.00
	41	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	536.00	0.00	536.00	-237.00	299.00	51.00	-12,067.00
Storm Sewer	151	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	0.00	0.00	0.00	398.00	398.00	67.10	26,705.80
	152	Bore Pipe C900 DR 18 - 16" Dia PVC	LF	0.00	0.00	0.00	60.00	60.00	168.69	10,121.40
Sanitary Sewer Sub Total (\$)									9,707.50	
Water Main Sub Total (\$)									15,139.20	
Storm Sewer Sub Total (\$)									3,750.00	



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 2 (\$)	28,596.70
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	8,044,768.45
Total Contract Amount (\$)	8,073,365.15

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
07/29/2018	0.00	07/29/2018

Description

APPROVED

For Contractor

Title


CFO

APPROVED DATE

Department Head

Mayor

Attest


11/1/17



3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

October 25, 2017

Jason Leonard
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 – Change Order #4

Dear Jason:

KLJ would like to request a Change in Plan for the referenced project. These changes are as follows:

- Boring Water & Sewer Service Lines
- Boring 16" Watermain
- Revise Water Service to Mid America
- Revising Storm Sewer
- Temporary Pumping
- Revise Driveway

Boring Water & Sewer Service Lines

Due to delays in award and access to the site, the project was delayed one month. The substantial and final completion dates were also extended by one month by Change Order #1. Per Change Order #1, none of the existing roadway will be removed in the 2017 construction season, but all of the sanitary and water services crossing 19th Avenue North are required to be installed. Originally, the plan was to open cut the services lines and patch the cut through the roadway with asphalt for the winter. Master Construction proposed to bore the utilities.

KLJ and the City of Fargo performed an analysis of the cost savings of boring the service lines versus open cutting them. If open cutting were to be used, the following additional quantities would be required:

- Remove Asphalt (SY)
- F&I Aggregate for Asph FAA 43 (4") (TON)
- F&I Asphalt Cement PG 58-34 (GAL)

Based on the analysis, a total savings of \$7,632.14 was calculated using the boring unit prices submitted to KLJ by Master Construction. In total, this change will result in an increase of contract price of \$14,725.30.



Boring 16" Watermain

In discussions with the landowner north of 19th Avenue and west of 57th Street, there is a large evergreen tree that was desired to be saved during construction. The tree is located on newly acquired right-of-way by the City of Fargo. The proposed location of the 16" watermain would require that the tree and some additional smaller trees and brush be removed. KLJ shifted the watermain south approximately 10' to avoid the smaller trees and brush. To save the large evergreen tree, it was decided to bore the watermain under the tree for a distance of approximately 60'. Master Construction submitted a price for this work at \$168.69/LF. Based on this price, the cost for the bore will be \$10,121.40.

Revise Water Service to Mid America

During design, KLJ coordinated with AE2S to ensure that the correct water service sizes were installed for Mid America. During construction of Mid America, a decision was made to revise water service line on the west side of their property from an 8" line to a 12" line. KLJ has revised the plans to reflect this change. This change will be covered by existing unit prices on the project.

Revising Storm Sewer

Storm sewer structure ST-22 and its associated structures were relocated to the east to save existing trees and brush from being removed.

ST-17.1, ST-14 and ST-4.4 had the casting type changed from a solid manhole casting to a manhole inlet casting

KLJ has revised the plans to reflect these changes. These changes will be covered by existing unit prices on the project.

Temporary Pumping

When Sheyenne Loop was completed, the storm sewer systems in that subdivision did not connect to a larger system, it was assumed that the 19th Avenue North project storm sewer would be available to discharge the storm water into by October 15. The Sheyenne Loop contractor was responsible for temporary pumping until the October 15 deadline. Since the 19th Avenue North project storm sewer is not installed at this time, Master Construction will need to take over pumping responsibilities. 250 hours of pumping at \$15/hr has been added to the change order. This change will result in an increase of \$3,750.



Revise Driveway

Currently, there are two accesses within 25' of each other leading into the property north of 19th Avenue and west of 57th Street. Originally, the plans showed to remove the west access and keep the ease access. Per the request of the landowner, both driveways will remain. KLJ has revised the plans to reflect this change. This change will be covered by existing unit prices on the project.

The net change of this Change Order will be **\$28,596.70**. A breakdown of these costs has been attached.

If you have any questions or require additional information, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'S. Middaugh'.

Scott Middaugh, PE
Project Manager

Enclosure(s): Revised Plan Sheets, Boring Calculations, Master Construction Change Order Pricing
Project #: 14417100
cc: Scott Ahlf – Master Construction

BN-17-A1 Change Order #4 Cost Breakdown

New Bid Items

ITEM NUMBER	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1300-PJ5V-D1812	Bore Pipe C900 DR 18 – 12" PVC (12" Watermain)	398	LF	\$ 67.10	\$ 26,705.80
1300-PJ5V-D1816	Bore Pipe C900 DR 18 – 16" PVC (16" Watermain)	60	LF	\$ 168.69	\$ 10,121.40
1200-PJ5V-D2608	Bore Pipe SDR 26 – 8" Dia. PVC (8" Sanitary)	441	LF	\$ 64.90	\$ 28,620.90
1200-PJ5V-D3512	Bore Pipe SDR 35 – 12" Dia. PVC (12" Sanitary)	104	LF	\$ 70.40	\$ 7,321.60
	Temp Pumping	250	HRS	\$ 15.00	\$ 3,750.00
					\$ 76,519.70

Ex Bid Items

1200-PN5V-D2608	F&I Pipe SDR 26 - 8" Dia PVC	-9	LF	\$ 34.00	\$ (306.00)
1200-PN5V-D3512	F&I Pipe SDR 35 - 12" Dia PVC	-57	LF	\$ 39.00	\$ (2,223.00)
1200-QN5V-D2608	F&I Pipe w/GB SDR 26 - 8" Dia PVC	-432	LF	\$ 49.00	\$ (21,168.00)
1200-QN5V-D3512	F&I Pipe w/GB SDR 35 - 12" Dia PVC	-47	LF	\$ 54.00	\$ (2,538.00)
1300-PN5V-D1812	F&I Pipe C900 DR 18 - 12" Dia PVC	-161	LF	\$ 41.00	\$ (6,601.00)
1300-PN5V-D1816	F&I Pipe C905 DR 18 - 16" Dia PVC	-60	LF	\$ 50.00	\$ (3,000.00)
1300-QN5V-D1812	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	-237	LF	\$ 51.00	\$ (12,087.00)
					\$ (47,923.00)

TOTAL: \$ 28,596.70

Boring vs. Open Cutting Summary	
Open Cutting & Patching Services	
Removal/Patching	\$ 19,984.54
Pipe Installation	\$ 32,664.00
Total	\$ 52,648.54

Boring Services	
Boring Cost w/ Markup	\$ 45,016.40

Savings for Boring	\$ 7,632.14
---------------------------	--------------------

Ashaplt Patching/Removal Costs					
Crossing #	Removal Area (SF)	Remove Asphalt (SY)	F&I Aggregate for Asph FAA 43 (4") (TON)	F&I Asphalt Cement PG 58-34 (GAL)	Comments
1	552	61.33	13.63	190.14	
2	918	102	22.67	316.25	
3	550	61.11	13.58	189.44	
4	956	106.22	23.6	329.22	
5	0	0	0	0	Area included in removal of crossing 4
6	553	61.44	13.65	190.42	
7	551	61.22	13.6	189.72	
8	561	62.33	13.85	193.21	
9	544	60.44	13.43	187.35	
10	846	94	20.89	291.42	
11	0	0	0	0	Area included in removal of crossing 10
12	835	92.78	20.62	287.65	
13	0	0	0	0	Area included in removal of crossing 12
Total Quantity		762.87	169.52	2364.82	
Bid Price		\$ 7.00	\$ 55.00	\$ 2.25	
Total Cost		\$ 5,340.09	\$ 9,323.60	\$ 5,320.85	\$ 19,984.54

Original Bid Items Costs									
Crossing #	Gravel Back Fill Length		Unit Price	Cost	Open Cut Length		Unit Price	Cost	
	F&I Pipe w/GB SDR 35 - 12" Dia PVC	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC			F&I Pipe SDR 35 - 12" Dia PVC	F&I Pipe C900 DR 18 - 12" Dia PVC			
1	F&I Pipe w/GB SDR 35 - 12" Dia PVC	47	\$ 54.00	\$ 2,538.00	F&I Pipe SDR 35 - 12" Dia PVC	5	39	\$ 195.00	
2	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	50	\$ 51.00	\$ 2,550.00	F&I Pipe C900 DR 18 - 12" Dia PVC	2	41	\$ 82.00	
3	F&I Pipe w/GB SDR 26 - 8" Dia PVC	47	\$ 49.00	\$ 2,303.00	F&I Pipe SDR 26 - 8" Dia PVC	5	34	\$ 170.00	
4	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 51.00	\$ 2,652.00	F&I Pipe C900 DR 18 - 12" Dia PVC	0	41	\$ -	
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 49.00	\$ 2,548.00	F&I Pipe SDR 26 - 8" Dia PVC	0	34	\$ -	
6	F&I Pipe w/GB SDR 26 - 8" Dia PVC	50	\$ 49.00	\$ 2,450.00	F&I Pipe SDR 26 - 8" Dia PVC	2	34	\$ 68.00	
7	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 49.00	\$ 2,548.00	F&I Pipe SDR 26 - 8" Dia PVC	0	34	\$ -	
8	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 51.00	\$ 2,652.00	F&I Pipe C900 DR 18 - 12" Dia PVC	0	41	\$ -	
9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 49.00	\$ 2,548.00	F&I Pipe SDR 26 - 8" Dia PVC	0	34	\$ -	
10	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 51.00	\$ 2,652.00	F&I Pipe C900 DR 18 - 12" Dia PVC	0	41	\$ -	
11	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 49.00	\$ 2,548.00	F&I Pipe SDR 26 - 8" Dia PVC	0	34	\$ -	
12	F&I Pipe w/GB SDR 35 - 12" Dia PVC	0	\$ 54.00	\$ -	F&I Pipe SDR 35 - 12" Dia PVC	52	39	\$ 2,028.00	
13	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	0	\$ 51.00	\$ -	F&I Pipe C900 DR 18 - 12" Dia PVC	52	41	\$ 2,132.00	
Total				\$ 27,989.00				\$ 4,675.00	\$ 32,664.00

Crossing #	Boring Costs					
	Gravel Back Fill Length	Original Unit Price	With Master Markup (10%)	Cost		
				Original	With Master Markup (10%)	
1	F&I Pipe w/GB SDR 35 - 12" Dia PVC	52	\$ 64.00	\$ 70.40	\$ 3,328.00	\$ 3,660.80
2	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 61.00	\$ 67.10	\$ 3,172.00	\$ 3,489.20
3	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
4	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 61.00	\$ 67.10	\$ 3,172.00	\$ 3,489.20
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
6	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
7	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
8	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 61.00	\$ 67.10	\$ 3,172.00	\$ 3,489.20
9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
10	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 61.00	\$ 67.10	\$ 3,172.00	\$ 3,489.20
11	F&I Pipe w/GB SDR 26 - 8" Dia PVC	52	\$ 59.00	\$ 64.90	\$ 3,068.00	\$ 3,374.80
12	F&I Pipe w/GB SDR 35 - 12" Dia PVC	52	\$ 64.00	\$ 70.40	\$ 3,328.00	\$ 3,660.80
13	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	52	\$ 61.00	\$ 67.10	\$ 3,172.00	\$ 3,489.20
Total					\$ 40,924.00	\$ 45,016.40

Scott Middaugh

From: Scott Ahlf <scotteahlf@gmail.com>
Sent: Tuesday, September 26, 2017 2:50 PM
To: Scott Middaugh
Cc: Adam Johnson; Justin Sorum; Jason Leonard; Jason Satterlund
Subject: Re: BN-17-A - Service Borings

Scott,

I agree with these prices.

Thank You,

Scott E. Ahlf



1572 45th St. N
Fargo, ND 58102
Ph: 701.237.4950
Fx: 701.237.5027

Cell: 701.361-9764

On Tue, Sep 26, 2017 at 11:55 AM, Scott Middaugh <Scott.Middaugh@kljeng.com> wrote:

Scott,

As we discussed on the phone, we will add Master's % markup to the entire bid price for the boring, not just the additional \$10/LF. I have listed the bid items that will be used and the prices below. Could you please respond to this email stating your agreement to the prices?

- | | | |
|-------------------|--|------------|
| • 1300-PJ5V-D1812 | Bore Pipe C900 DR 18 – 12" PVC (12" Watermain) | \$67.10/LF |
| • 1200-PJ5V-D2608 | Bore Pipe SDR 26 – 8" Dia. PVC (8" Sanitary) | \$64.90/LF |
| • 1200-PJ5V-D3512 | Bore Pipe SDR 35 – 12" Dia. PVC (12" Sanitary) | \$70.40/LF |

As I mentioned, we are planning on waiting until after the boring is completed to submit the change order. Please be sure to keep the bores at 52-feet each, unless it is deemed necessary to extend the bores due to conditions in the field. The only locations that boring will be required is when services are under the existing 19th Ave roadway. When the

services cross the new alignment, those should be open cut and gravel backfilled because that operation will not affect traffic or require any pavement patching.

Please let me know if you have any questions.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242
klieng.com



1572 45th St NW
 Fargo ND, 58102
 701-237-4950

INVOICE TO: City of Fargo
 200 3rd St. N
 Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK:

BORING 16" WATERMAIN

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	LF	TOTAL
1	SHERMANS BORING	\$125.00	100	\$12,500.00
Total Cost=				\$12,500.00
Markup 10%=				\$1,250.00
Total Material with Markup=				\$13,750.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	16" WATERMAIN	\$24.58	100	\$2,458.00
Total Cost=				\$2,458.00
Sales Tax =				\$184.35
Total with Sales Tax =				\$2,642.35
Markup 25%=				\$660.59
Total Material with Markup=				\$3,118.59

Total Amount \$16,868.59
 QUANTITY 100
 PRICE PER FOOT \$168.69

3A

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-F1 Type: Change Order #2 and Time Extension

Location: 4th Ave N from Bdwy to 3rd St & 3rd St N from 4th Ave to RR Tracks Hearing: 10/30/2017

<u>Routing</u>	<u>Date</u>
City Commission	11/6/2017
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for a Change Order in the amount of \$82,726.00, bringing the total contract amount to \$2,070,492.00.

The Contractor has requested a 13-day time extension on the interim completion date for Phase 2, the substantial completion date, and final completion date. The time extension request is due to the extra work that was performed. Due to a delay in street lighting poles, the Contractor is asking for a time extension, January 5th, 2018, on the installation of street lights.

Staff is recommending approval of Change Order #2 and time extension as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
4 th Avenue/4 th Street – 50 days	–	4 th Avenue/4 th Street – 50 days
Interim Phase 1 - 65 days (Sept. 18 th , 2017)	–	Interim Phase 1 - 108 days (November 2, 2017)
Interim Phase 2 - 80 days (October 19 th , 2017)	Interim Phase 2 - 14 days (November 2, 2017)	Interim Phase 2 - 13 days (November 15, 2017)
Substantial – November 1, 2017	Substantial – November 15, 2017	Substantial – November 28, 2017
Final – June 15, 2018	–	Final – June 28, 2018
Street Lights-November 1, 2017	November 15, 2017	January 5, 2018

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 and time extension as shown above.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Change Order #2 in the amount of \$82,726.00 to Master Construction, bringing the total contract amount to \$2,070,492.00, along with the time extension for Improvement District No. BR-17-F1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Waste Water, Water Utility Funds & Special Assessments

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

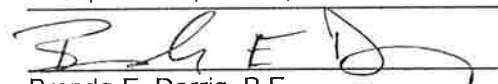
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
Division Engineer



Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Engineer *ADE*
Date: October 25th, 2017
C: Nathan Boerboom – Division Engineer
Re: Change Order 2 for ID #BR-17-F1 Water Main Replacement, Street Reconstruction & Incidentals

Background:

Improvement District BR-17-F1 runs along 4th Avenue North from Broadway to 3rd Street and on 3rd Street North from 4th Avenue to the RR Tracks.

Master Construction is the prime contractor on this project.

The attached Change Order in the amount of \$82,726.00 (4.2% of the original contract), which increases the total contract amount to \$2,070,492.00, is for additional work as shown on Change Order #2.

Master Construction is requesting a 13-day time extension on the interim completion date for Phase 2 (4th Avenue North from 4th Street to the mid-Block of 5th St & Broadway), the substantial completion date, and final completion date.

Master Construction’s time extension request is due to the extra work that was performed. See Change Order #2 for the description of the extra work that was performed.

Due to a delay in the street lighting poles supplied by Millerbend, Master Construction is asking for a time extension, January 5th 2018, on the installation of the street lights.

Recommended Motion:

Approve Change Order #2 and the time extensions, for Improvement District BR-17-F1, as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
4 th Avenue/4 th Street – 50 days	–	4 th Avenue/4 th Street – 50 days
Interim Phase 1 - 65 days (Sept. 18 th , 2017)	–	Interim Phase 1 - 108 days (November 2, 2017)
Interim Phase 2 - 80 days (October 19 th , 2017)	Interim Phase 2 - 14 days (November 2, 2017)	Interim Phase 2 - 13 days (November 15, 2017)
Substantial – November 1, 2017	Substantial – November 15, 2017	Substantial – November 28, 2017
Final – June 15, 2018	–	Final – June 28, 2018
Street Lights-November 1, 2017	November 15, 2017	January 5, 2018



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

Improvement District No	BR-17-F1	Change Order No	2
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	10/25/2017	For	Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE:

This change order is for additional work as follows:
 1.) The Contractor had to install an outside drop on a 18" deep sanitary sewer manhole(SS-3). Extra time 1 day.
 2.) The property owner, that owns the property at the SW corner of 4th Avenue North and 2nd Street, requested sewer and water services be added. Extra time 2 days.
 3.) The Contractor had to core drill a hole into a 17" deep sanitary sewer manhole (SS-2) to connect onto an existing pipe. Extra time 1/2 day.
 4.) Relocated the storm sewer inlet (ST-5.2), at the request of the property owner that owns the property at the SW corner of 4th Avenue North and 2nd Street. The inlet would have been in the location of the new driveway the property owner wanted to install. Extra time 1.5 days.
 5.) The existing water service and fire service to Sidestreet were not in the location that are our records showed. So, the Contractor had to remove and reinstall the 2 water lines. The Contractor also had to remove an old water vault. Extra time 2 days.
 6.) Our records indicated that the pavement thickness was around 10" on 4th Ave North. The actual pavement thickness varied anywhere from 10" (on the edges) up to 22" (in the middle). The Contractor requested a 40% increase in the removal quantity. Extra time 3 days.
 7.) Due to several changes and the moving around of the project construction phases and the addition of several more barricades and channelization devices, the Contractor is requesting additional traffic control compensation. Extra time 0 days.
 8.) The existing sanitary sewer main, on 4th Avenue North between 3rd Street and 4th Street, was previously back filled with sugar sand. Due to the existing backfill, the edges of the trench kept caving in during the installation of the new sanitary sewer main. Due to all the trench cave ins, the Contractor had to remove more material and haul in and install additional class 3. Extra time 2 days.
 9.) The contractor installed 2 temporary access roads and an additional storm manhole. This work was not shown on the plans but there were bid items for the work, so, no additional extra item was needed for this work. Extra time 1 day.

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 (\$)
Sanitary Sewer	126	* Extra - 4th Ave/2nd St Services	LS	0.00	0.00	0.00	1.00	1.00	5,350.00	5,350.00
	126	Modify Manhole	EA	0.00	0.00	0.00	1.00	1.00	6,107.50	6,107.50
	127	Connect Pipe to Exist Structure	EA	0.00	0.00	0.00	1.00	1.00	2,095.00	2,095.00
	129	* Extra - Class 3	LS	0.00	0.00	0.00	1,500.00	1,500.00	1.65	17,475.00
Sanitary Sewer Sub Total (\$)									31,027.50	
Storm Sewer	127	* Extra - Relocate Storm Inlet	LS	0.00	0.00	0.00	1.00	1.00	3,805.00	3,805.00
	Storm Sewer Sub Total (\$)									3,805.00
Water Main Replacement	128	* Extra - R & R Water Lines	LS	0.00	0.00	0.00	1.00	1.00	9,892.50	9,892.50
	Water Main Replacement Sub Total (\$)									9,892.50

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT



	126	Traffic Control - Minor	LS	0.00	0.00	0.00	1.00	1.00	4,785.00	4,785.00
Paving	129	Remove Pavement All Thicknesses Asph	SY	0.00	0.00	0.00	2,768.00	2,768.00	12.00	33,216.00
Paving Sub Total (\$)									38,001.00	
Grand Total (\$)									82,726.00	

* NC Items

Summary	Sales Tax Funds - Infrastructure - 420, Special Assessments, Utility Funds - Wastewater - 521, Utility Funds - Water - 501
Source Of Funding	
Net Amount Change Order # 2 (\$)	82,726.00
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	1,987,766.00
Total Contract Amount (\$)	2,070,492.00

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

CONTRACT TIME			
Current Completion Date	11/15/2017	Additional Days	13.00
New Completion Date			11/28/2017
Description	Add 13 days onto the interim completion date on phase 2, the substantial completion date and the final completion date. Change the substantial completion date on the street lights to January 5th, 2018, due to a production and delivery delay of the street lights.		

APPROVED		APPROVED DATE	
For Contractor		Department-Head	
Title	CFD	Mayor	11/11/17
		Attest	

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-17-F1 Type: Final Balancing Change Order #1
Location: Existing City Hall Date of Hearing: 10/30/17

Routing Date
City Commission 11/6/2017
PWPEC File X
Project File Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, for Final Balancing Change Order #1 in the amount of \$0.00 bringing the total contract amount to \$48,020.00.

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

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

RECOMMENDED MOTION

Approve Final Balancing Change Order #1 in the amount of \$0.00 to Subsurface, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Utility Fund

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

COMMITTEE

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Jim Gilmour, Director of Planning; Steve Dirksen, Fire Chief; Mark Bittner, Director of Engineering; Bruce Grubb, City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; City Engineer; Kent Costin, Finance Director. Brenda Derrig is also listed as a member.

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No UR-17-F1 Change Order No 1
Project Name Sanitary Sewer Rehabilitation and Incidentals
Date Entered 10/24/2017 For Subsurface, 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: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
		Net Amount Change Order # 1 (\$)								0.00
		Previous Change Orders (\$)								48,020.00
		Original Contract Amount (\$)								48,020.00
		Total Contract Amount (\$)								48,020.00

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

CONTRACT TIME	Current Completion Date	Additional Days	New Completion Date
Description	10/31/2017	0.00	10/31/2017
APPROVED		APPROVED DATE	

For Contractor
Title 
PRESIDENT

Department Head 
Mayor 111117



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

Attest

36

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NN-14-01 Type: Negative Final Balancing Change Order #1

Location: Golden Valley Addition Date of Hearing: 10/30/17

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/6/2017</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Negative Final Balancing Change Order #1 in the amount of \$ -6,283.56, bringing the total contract amount to \$1,027,888.83.

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

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

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$ -6,283.56 to Reiner Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments


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

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



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

Improvement District No **NN-14-01** Change Order No **1**
 Project Name **Storm Sewer Lift Station, Storm Sewer & Incidentals**
 Date Entered **10/11/2017** For **Reiner Contracting, Inc.**

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	3	Topsoil - Import	CY	100.00	0.00	100.00	-25.00	75.00	33.84	-846.00
	4	Fill - Contractor Supply	CY	800.00	0.00	800.00	-132.00	668.00	15.28	-2,016.96
Erosion & Sediment Control	9	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	-2.00	0.00	179.85	-359.70
	13	F&I Rip Rap Rock	CY	120.00	0.00	120.00	-36.00	84.00	90.92	-3,273.12
	14	Seeding Type A	SY	4,900.00	0.00	4,900.00	-417.00	4,483.00	0.16	-66.72
	15	Seeding Type B	SY	8,100.00	0.00	8,100.00	810.00	8,910.00	0.16	129.60
	16	Mulching Type 1 - Hydro	SY	13,000.00	0.00	13,000.00	393.00	13,393.00	0.38	149.34
									Erosion & Sediment Control Sub Total (\$)	-3,420.60

Summary

Source Of Funding
 Net Amount Change Order # 1 (\$) **-6,263.56**
 Previous Change Orders (\$) **0.00**
 Original Contract Amount (\$) **1,034,172.39**
 Total Contract Amount (\$) **1,027,888.83**

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



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

CONTRACT TIME

Current Completion Date
10/31/2016

Additional Days
0.00

New Completion Date
10/31/2016

Description

APPROVED

For Contractor

Frank Little of Reiner Contracting, Inc.

Title

Project Manager

APPROVED DATE

Department Head
Mayor

Attest

11/1/17

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-C1 Type: Time Extension (CO #2)
 Location: 4th St (Main-2nd St S), Main Ave (2nd St-4th St S) Date of Hearing: 10/30/2017

<u>Routing</u>	<u>Date</u>
City Commission	11/6/2017
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, regarding a time extension requested by Master Construction.

The Contractor has requested a 9-day time extension due to Xcel Energy updating services as well as additional work required for the project.

Staff is recommending approval of the time extension as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 14 th , 2017	Substantial – October 23 rd , 2017
Final – November 16 th , 2017	Final – November 25 th , 2017

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the time extension as shown above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, State Funds, Fed Funds(HMGP), Water Utility, Wastewater Utility, & 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> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager 
Date: October 25th, 2017
C: Tom Knakmuhs, Division Engineer
Re: Change Order 2 for ID #BR-17-C1 Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals

Background:

Improvement District #BR-17-C1 is a project on 4th Street South from Main Avenue to 2nd Street and on Main Avenue from 2nd Street to 4th Street.

Master Construction is the Prime Contractor on this project.

Attached is a time extension request from Jason Winter, Project Manager with Master Construction. The time extension request includes delays on 4th Street South from Main Avenue to 2nd Street South.

Master Construction incurred a delay of 6 days along 4th Street South due to Xcel Energy updating both the 4" steel gas mains to 4" polyethylene including services and updating underground 3 phase power.

Master Construction incurred an additional delay of 6 days for the following work:

- Replacing a 1" water service for SS Lift #1
- Repairing existing sanitary sewer main by SS Lift #1
- Major adjustments to the existing storm sewer structures at 2nd Street South
- Lowering storm sewer due to utility conflicts by Main Avenue
- Removing and replacing the colored impressed concrete at Wells Fargo to achieve proper grade on new sidewalk
- New bike trail in Island Park

With the amount of delay the Contractor has incurred, Master Construction is requesting that both the Interim and Final Completion dates be extended 9 days. There was incentive offered on the 4th Street portion of this project but all of the days were used prior to opening the road to the public, thus making the Contractor ineligible to receive any incentive. The plan clearly states that no additional days will be granted to extend the incentive days for any reason.

I believe that Master Construction has worked diligently and vigorously in an effort to complete this project on time, working many 6 day weeks and extended hours however, with the amount of delay caused by utility relocations and design changes it was not possible for the Contractor to make up for all delays.

We have also been notified that there is yet another delay in the manufacturing of the street lights, which were originally included in the substantial completion of this project. Temporary street lights have been placed on a portion of the new bases to give the traveling public some light throughout this project until the new lights are completed and installed. The Contractor is requesting to move the street lighting from substantial completion to final completion.

Recommended Motion:

Approve Change Order 2, for Improvement District BR-17-C1 for the time extensions as shown below and move the street light from substantial completion to the revised final completion:

Original Completion Dates	Revised This Memo
Substantial – October 14 th , 2017	Substantial – October 23 rd , 2017
Final – November 16 th , 2017	Final – November 25 th , 2017



FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

October 13, 2017

City Of Fargo Engineering Dept.
Attn: Rick Larson
200 North 3rd Street
Fargo, ND 58102

RE: Improvement District BR17C1 Time Extension

Dear Mr. Larson,

As you are aware we are currently looking at opening the road on October 20th. We are diligently working on trying to get this project completed. There have been multiple items that have caused us delay on this project. Master is requesting at substantial completion date extension to October 23rd based on the following items.

Xcel energy had to relocate both their power and gas on this project. The utilities were both in the grade for the new road. These conflicts were discovered after the project started. The power and gas caused Master 6 days of delay.

There was extra work that was required on this project. These items consist of adding sewer and water services to the new lift station project, adjusting existing manholes on the south side of the project, adding a bike trail in island park, adjusting the storm sewer elevation by Wells Fargo due to existing utility conflict and removing and replacing the colored concrete at Wells Fargo. These items caused a 6 day delay

Due to the above delays Master is requesting a 9 day time extension on both the substantial and final completion dates.

Should you have any questions please contact me.

Regards,

Jason Winter
Project Manager
Master Construction Co., Inc.



10/26/2017

Jason Winter
Master Construction
1572 45th St N
Fargo, ND 58102

Attn: Jason Winter

Subject: City of Fargo BR-17-C1 Completion Date Extension – Street Lighting

The street lighting standards for BR-17-C1 have not been completed by manufacturer and therefore not delivered. There are temporary lights on-site at this time to help alleviate the lead time associated with the poles. MEI is requesting an extension for the street lighting be extended to the Final Completion date of the project and also contingent upon receiving the poles one week prior to completion date.

Please acknowledge.

Thanks,

Kyle Pederson
MEI
Project Manager



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

Improvement District No BR-17-C1 Change Order No 2
 Project Name Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals
 Date Entered 10/25/2017 For Master Construction Co Inc

This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Change Order #2

Time Extension

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
10/14/2017	9.00	10/23/2017

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

[Handwritten Signature]
CFO

[Handwritten Signature]
11/11/17



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

Attest



38

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

November 1, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-16-H1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, November 1, 2017, for Storm Sewer, Asphalt Paving, Concrete Curb & Gutter, Street Lighting, Sidewalk & Incidentals, Improvement District No. BN-16-H1, located at 53rd Avenue South between 52nd Avenue South and 63rd Street South.

The bids were as follows:

Border States Paving, Inc.	\$ 912,477.70
Master Construction	\$ 945,959.70
Sellin Brothers, Inc.	\$1,149,699.00
Dakota Underground Company	\$1,158,352.25
Engineer's Estimate	\$1,070,521.12

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$912,477.70 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/jmg



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-16-H1

**Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting,
Sidewalk & Incidentals**

53rd Avenue South Improvements between 52nd Avenue South & 63rd Street South

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting, Sidewalk & Incidentals Improvement District # BN-16-H1 of the
City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Main				
1 Relocate Hydrant	EA	3.00	4,400.00	13,200.00
2 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	36.50	1,460.00
3 F&I Hydrant Ext. 12" High	EA	1.00	900.00	900.00
4 F&I Hydrant Ext. 24" High	EA	1.00	1,100.00	1,100.00
			Water Main Total	16,660.00
Storm Sewer				
5 Connect Pipe to Exist Structure	EA	2.00	625.00	1,250.00
6 F&I Pipe 24" Dia Reinf Conc	LF	729.00	46.80	34,117.20
7 F&I Pipe 18" Dia Reinf Conc	LF	462.00	38.50	17,787.00
8 F&I Pipe 15" Dia Reinf Conc	LF	773.00	32.30	24,967.90
9 F&I Pipe 12" Dia Reinf Conc	LF	53.00	28.10	1,489.30
10 F&I Pipe w/GB 15" Dia Reinf Conc	LF	180.00	44.80	8,064.00
11 F&I Pipe w/GB 12" Dia Reinf Conc	LF	40.00	40.60	1,624.00
12 F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	1,900.00	15,200.00
13 F&I Inlet - Round (RDI) Reinf Conc	EA	4.00	1,200.00	4,800.00
14 F&I Manhole 4' Dia Reinf Conc	EA	8.00	1,900.00	15,200.00
15 F&I Manhole 5' Dia Reinf Conc	EA	1.00	3,100.00	3,100.00
			Storm Sewer Total	127,599.40
Paving				
16 Excavation	CY	2,358.00	4.60	10,846.80
17 Fill - Contractor Supply	CY	5,147.00	14.50	74,631.50
18 Subcut	CY	2,924.00	4.25	12,427.00
19 Subgrade Preparation	SY	8,771.00	1.60	14,033.60
20 F&I Woven Geotextile	SY	8,771.00	1.50	13,156.50
21 F&I Curb & Gutter Standard (Type II)	LF	3,896.00	15.50	60,388.00
22 F&I Edge Drain 4" Dia PVC	LF	3,896.00	8.00	31,168.00
23 F&I Sidewalk 4" Thick Reinf Conc	SY	625.00	36.00	22,500.00
24 F&I Driveway 7" Thick Reinf Conc	SY	2,560.00	41.00	104,960.00
25 F&I Class 5 Agg - 9" Thick	SY	8,771.00	10.75	94,288.25
26 F&I Asphalt Cement PG 58-34	GAL	48,813.00	2.10	102,507.30
27 F&I Aggregate for Asph Pavement FAA 43	TON	3,606.00	39.00	140,634.00
28 Curb Stop Box to Grade	EA	4.00	600.00	2,400.00
29 GV Box to Grade - Blvd	EA	14.00	300.00	4,200.00
30 Casting to Grade - Blvd	EA	12.00	450.00	5,400.00



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-16-H1

**Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting,
Sidewalk & Incidentals**

31 Casting to Grade - Over-Depth	EA	3.00	600.00	1,800.00
32 Modify Manhole	EA	2.00	1,250.00	2,500.00
33 Rem & Repl Casting - Self Leveling	EA	1.00	1,750.00	1,750.00
34 Adjust Manhole	EA	5.00	800.00	4,000.00
			Paving Total	703,590.95

Street Lights

35 F&I Innerduct 1.5" Dia	LF	1,998.00	4.40	8,791.20
36 F&I Luminaire Type A	EA	12.00	490.00	5,880.00
37 F&I Light Standard Type A	EA	12.00	1,375.00	16,500.00
38 F&I Conductor #6 USE Cu	LF	5,994.00	1.30	7,792.20
39 F&I Pull Box	EA	1.00	1,100.00	1,100.00
40 F&I Base 7' Deep Reinf Conc	EA	12.00	525.00	6,300.00
			Street Lights Total	46,363.40

Miscellaneous

41 Remove Driveway All Thicknesses All Types	SY	467.00	6.00	2,802.00
42 Remove Pipe All Sizes All Types	LF	581.00	10.00	5,810.00
43 Remove Mailbox	EA	1.00	500.00	500.00
44 Temp Mailbox	LS	1.00	450.00	450.00
45 Stormwater Management	LS	1.00	600.00	600.00
46 Inlet Protection - Existing Inlet	EA	2.00	200.00	400.00
47 Inlet Protection - New Inlet	EA	8.00	200.00	1,600.00
48 Silt Fence - Heavy Duty	LF	333.00	4.15	1,381.95
49 Temp Construction Entrance	EA	2.00	750.00	1,500.00
50 Concrete Washout Area	EA	1.00	500.00	500.00
51 F&I Traffic Surface Gravel	LS	1.00	1,000.00	1,000.00
52 Remove Sign Assembly	EA	4.00	25.00	100.00
53 F&I Sign Assembly & Anchor	EA	4.00	135.00	540.00
54 F&I Diamond Grade Cubed	SF	27.00	40.00	1,080.00
			Miscellaneous Total	18,263.95

Total Construction in \$ 912,477.70

Engineering	11.00 %	100,372.55
Legal & Misc	7.00 %	63,873.44
Contingencies	10.00 %	91,247.77
Administration	6.00 %	54,748.66
Interest	4.00 %	36,499.11

Total Estimated Costs 1,259,219.23

Special Assessments 1,259,219.23

Unfunded Costs 0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 11/01/2017

Tom Knakmuhs

Division Engineer

