

FARGO CITY COMMISSION AGENDA
Monday, December 3, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 19, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of the following Ordinances:
 - a. Amending Section 10-0318 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
 - b. Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. 2nd reading and final adoption of the following Ordinances; 1st reading 11/19/18:
 - a. Amending Sections 25-3301 through 25-3307 of Article 25-33 of Chapter 25 and enacting Sections 25-3301.1 and 25-3301.2 of Article 25-33 of Chapter 25 of the Fargo Municipal Code Relating to Tattoos, Body Art and Body Piercing.
 - b. Amending Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classifications of Ordinance Violations – Tattoos, Body Art and Body Piercing Violations as Class B Misdemeanors.
- 3. Applications for property tax exemptions for improvements made to buildings:
 - a. Adam L. Peterson and Rachel M. Andersen-Peterson, 1415 West Gateway Circle South, Unit 12 (3 year).
 - b. Paul D. and Linda S. Kegel, 910 12th Street North (5 year).
 - c. Steven V. and Janice M. Harter, 515 21st Avenue South (5 year).
 - d. Melissa A. and Heath A. Lynnes, 3686 Evergreen Road North (5 year).
 - e. Lowell P. Degnan, 1514 4th Avenue North (5 year).
 - f. Timothy B. Somes, 1309 14th Street South (5 year).
 - g. Eric W. and Jennifer L. Momsen, 1220 4th Street North (5 year).
- 4. Applications for Games of Chance:
 - a. El Zagal Holding Company for a raffle on 2/9/19.
 - b. Muskies Inc. F-M Chapter for a raffle on 2/7/19.
- 5. Lease Agreement with City of Fargo and Downtown Community Partnership.
- 6. Proposal from JLG Architects for a Fargo Performance Center Feasibility Analysis Update.

- Findings of Fact and Order, and Notice of Entry of Order for the property at 826 10th Street North.
8. Findings of Fact and Order, and Notice of Entry of Order for the property at 1101 7th Street North.
9. Award of the 2019 Liability and Property Insurance Coverage for the FARGODOME.
10. Agreement for Services with Whitney Oxendahl.
11. Agreement for Services with Fargo-Moorhead Metro COG.
12. Agreement between Richland County Health Department and Fargo Cass Public Health to provide nurse practitioner services.
13. Sole Source Procurement with Interstate Power System, New Flyer Industries and Cummins NP for the purchase of parts and service in 2019 for vendor specific parts and service (SSP18025, 18026 and 18041).
14. Change Order No. 4 for a 7-day time extension for Project No. FM-15-F2.
15. Negative Final Balancing Change Order No. 3 in the amount of -\$23,091.45 for Project No. FP-17-A1.
16. Amendment No. 1 with Houston Engineering in the amount of \$9,140.00 for Project No. SN-18-C0.
17. Purchase of Wetland Credits from Ducks Unlimited, Inc. in the amount of \$50,000.00 for Project No. FM-15-K1.
18. Purchase Agreement with Ivan Lima Jr. for property located at 771 Royal Oaks Drive North (Project No. FM-19-B).
19. Purchase Agreement with Tracy Lynn Lind for property located at 701 Royal Oaks Drive North (Project No. FM-19-B).
20. Authorize the Engineering Department to advertise for proposals for a three-year Master Services Agreement.
21. Task Order No. 2 for an increase of \$267,000.00 for Project No. WA1862.
22. Bid award for chemicals at the Water Treatment Plant for 2019.
23. Bid award for chemicals at the Waste Water Treatment Plant for 2019.
24. Project submittal to Metro COG for inclusion in the City's applications to the NDDOT for funding in 2021 and 2023.
25. Project submittal to Metro COG for inclusion in the City's applications to the NDDOT for funding in 2020 and 2021.
26. Accept the Plan of Action and authorize the Planning Department to begin implementation, including property acquisition under the federal HUD program.

Bills.

28. Change Order No. 2 for an increase of \$7,621.07 and time extension to 12/14/18 for Improvement District No. BR-18-G2.
29. Negative Final Balance Change Order No. 3 in the amount of -\$3,675.77 for Improvement District No. AN-17-G1.
30. Contract Amendment No. 3 in the amount of \$353,520.36 for Improvement District No. MS-17-A0.
31. Reject bids received for Improvement District No. BN-19-A1 and request the NDDOT to rebid the project in early 2019.
32. Memorandum of Offer to Landowner for a Temporary and Permanent Easement from Plecity Kowalski Construction, Inc. for Improvement District No. BN-19-A1.
33. Memorandum of Offer to Landowner for a Temporary Easement (construction) from Jale Holdings, LLC for Improvement District No. BN-19-A1.
34. Memorandum of Offer to Landowner for 2 Temporary Easements (construction) from Amerco Real Estate Company for Improvement District No. BN-19-A1.

REGULAR AGENDA:

35. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$244,521.99.
 - b. Costs totaling \$11,892.35.
36. Resolution Authorizing the Issuance of \$15,000,000.00 Refunding Improvement Bond, Series 2018F and Resolution Creating the Funds of Improvement Districts, Providing for and Appropriating Special Assessments for the Support and Maintenance of Said Funds, and Authorizing the Issuance of Improvement Warrants Thereon.
37. Public Hearings - 5:15 pm:
 - a. Application requesting the establishment of the Jefferson Neighborhood Historic Overlay Zoning District on all of Eddy Place Addition; Blocks 10-16 and 24-43, Eddy & Fullers Auditors Lots; Blocks 1, 6 and 7, Case, Peake and Hall Addition; and Blocks 1, 6 and 7, Fullers Addition (South of 1st Avenue South, West of 14th Street South and University Drive South, North of 6th Avenue South and East of 15th Street South); approval recommended by the Planning Commission on 11/6/18.
 1. 1st reading of rezoning Ordinance.
 - b. Zoning Change from MR-3, Multi-Dwelling Residential to GC, General Commercial on Lots 1 and 2, Block 3, West Acres 4th Addition (1702 40th Street South and 3926 17th Avenue South); approval recommended by the Planning Commission on 11/6/18.
 1. 1st reading of rezoning Ordinance.
 - c. Application filed by Golf Addiction ND LLC d/b/a Golf Addiction for a Class "FA-Entertainment" Alcoholic Beverage License at 4474 23rd Avenue South.

Page 4 d. Hearing on a dangerous building located at 703 10th Avenue North.

38. Appointment to the Board of Health.

39. Recommendation to retain a lobbyist for the 2019 Legislative Session.

40. Recommendation for Agreement – Purchase, Lease Back and Easement with Preference Employment Solutions, Inc. for the possibility of future expansion of 26th Avenue west of 42nd Street.

41. Updated 2019 Capital Improvement Plan.

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



ORDINANCE NO. _____

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

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

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

WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such 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 10-0318 of Article 10-03 Chapter 10 of the Fargo Municipal Code is hereby amended as follows:

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

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

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

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

Section 2. Penalty.

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

Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 25-1506 OF ARTICLE 25-
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended:

* * *

CC. Class "DCP-E" License. - A Class "DCP-E" license, in the nature of a special permit, shall authorize the Downtown Community Partnership, a non-profit corporation established January 15, 2014, operated as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code with the stated purpose of serving the Fargo downtown business community, to apply for a special event "DCP-E" license, to be issued by the city auditor, for an event that is open to the general public and that is held on certain designated public property, private property or both public and private property, including public rights of way, and in which one or more licensees that are eligible to obtain a Class "E" license will be allowed to participate in the event and in which certain alcoholic beverages will be lawfully allowed to be possessed and consumed within the designated space, in accordance with the following:

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1. Class "DCP-E" license application and approval. For each proposed Class "DCP-E" license event, the Downtown Community Partnership must submit to the city auditor an application on a form provided by the city. The application must describe the event space including a detailed description of public streets that will be closed to the traveling public, adjacent sidewalks, and designated alley ways adjacent to such streets and sidewalks along with any private property included in the event space. To the extent the event space includes any private property, the applicant must provide the written consent by the property owner to the holding of the event.
- a. Licenses non-transferable.—A Class "DCP-E" license may only be issued to the Downtown Community Partnership and it may not be transferred to, or held by, a person, firm, or entity other than the licensee.
 - b. ~~A complete~~ Notice of an intention to seek a Class "DCP-E" license application must be submitted to the city auditor at least 45 days in advance of the requested event. Such ~~application notice~~ deadline may be waived for good cause. A complete Class "DCP-E" license application must be submitted to the city auditor in the manner of a Class "E" license.
 - c. The ~~application notice~~ shall provide an estimate of the number of attendees expected to participate in the event, which estimate may be used by the police department to determine the number of additional police department personnel necessary to patrol the event space and surrounding area, and shall state the hours during which alcoholic beverages may be served in event cups, as described in this subsection, and when such beverages may be possessed or consumed within the designated event space.
 - d. Downtown Community Partnership shall be eligible to receive a limited number of licenses per year, in an amount to be determined by the motion or resolution of the Board of Directors of the Downtown Community Partnership, presented with the application.
 - e. The city auditor is authorized to issue the Class "DCP-E" license without notice or hearing and the provisions of section 25-1508 shall not be applicable to the issuance thereof.

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- f. Effective times and dates of license.—A Class "DCP-E" license shall be effective for the period or periods of time as approved by the city auditor and as stated on the license. Said license may be structured by the city auditor such that a DCP-E permitted event may run during certain limited time periods on certain specified consecutive days. In no event shall a Class "DCP-E" license be granted allowing alcoholic beverage open containers or the consumption of alcoholic beverages in a public space after 9:00 p.m.
- g. No Class "E" licenses other than those issued to an alcoholic beverage retailer as part of a licensed Class "DCP-E" event may be issued for the event space during the Class "DCP-E" permitted times or locations.
- h. At any time when a Class "DCP-E" license is in effect for a particular event and event space, the event space shall be specifically excepted from the definition of "public place" as set forth more fully in section 25-1509.1(D) of this chapter.

2. Administration and Coordination of Event. Upon issuance by the city auditor of the Class "DCP-E" license for the event, the Downtown Community Partnership will be responsible for administration and coordination of the event in accordance with the following:

- a. The Downtown Community Partnership will solicit and accept applications from existing licensees that are eligible to obtain a Class "E" license to serve as alcohol vendors for the approved and licensed Class "DCP-E" event.
- b. Downtown Community Partnership, by approval of its board of directors, will select one or more alcoholic beverage retailers for the Class "DCP-E" event, and will notify the city auditor of its selection or selections.
- c. In order to participate in the licensed Class "DCP-E" event, said selected alcoholic beverage retailer must apply for and obtain a Class "E" license for the event.
- d. The Downtown Community Partnership is authorized to charge the selected alcohol vendors a fee for participation. The Downtown Community Partnership will be responsible for making the necessary arrangements for the event, and will be responsible for payment of the costs for additional security personnel.

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3. Terms, Conditions and Restrictions for Event. With respect to an approved Class "DCP-E" licensed event, the following terms, conditions and restrictions shall be applicable:

- a. The designated event space must be clearly marked with signs, special markings and other demarcations such that participants and the general public are advised as to the boundaries of the event space. The Downtown Community Partnership shall post conspicuously at all entrances and exits of the event space a notice stating that alcoholic beverages shall not be permitted outside of the designated event space. Alcoholic beverages may only be served in clearly identifiable event cups provided by the Downtown Community Partnership. Cans, bottles or other containers containing alcoholic beverages shall not be permitted in the designated event space.
- b. The Downtown Community Partnership will provide the selected Class "E" license holders for the event a sufficient supply of clearly identifiable wrist bands to be distributed to, and worn by, event participants.
- c. Nothing in this subsection shall be construed to relieve the responsibility of a Class "E" license holder from the obligation to comply with all laws, including laws regulating the serving of alcoholic beverages and nothing shall be construed to transfer any such obligations or responsibilities to the Downtown Community Partnership.
- d. Downtown Community Partnership shall be responsible for making arrangements with the Fargo police department for any police department extra duty officers that are required to be provided for the Class "DCP-E" event, at the sole cost of the Downtown Community Partnership, at such rate or rates as are established by the chief of police.
- e. Nothing in this subsection shall be construed to allow Class "E" licensees at a DCP-E permitted event to sell off-sale alcoholic beverages at such event.
- f. Only alcoholic beverages that have been served by a Class "E" permit holder and which beverages are contained within the said clearly identifiable event cup, as described in this subsection, may be consumed within the event space. No other alcoholic beverages shall be permitted to be consumed in the event space. No personal use coolers for individual alcohol consumption will be permitted in the event space.

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g. All other laws and regulations shall be in full force and effect.

* * * *

Section 2. Effective Date. and Sunset.

This ordinance shall be in full force and effect from and after its passage, and approval.
~~and publication. This ordinance shall automatically terminate at 11:59 p.m. on December 31,~~
~~2018, and thereafter be of no further force or effect.~~

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
~~Publication:~~



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 28, 2018

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

Dear Commissioners,

As you may recall, Fargo Municipal Code 25-1506 (CC) was enacted this past summer granting the Downtown Community Partnership (DCP) an event license. The ordinance contained a sunset provision, which by its terms would expire on December 31, 2018, unless extended by the Commission. The Liquor Control Board met on November 21, 2018 to discuss the continuation of the license and specific terms. Public comment was sought at the meeting from the industry, DCP and the Fargo Police Department. After careful consideration, the Liquor Control Board approved a motion to recommend the removal of the sunset provision, as well as a modification to the application timeline, breaking the process down into a two step process. The advance notice will serve to address the need to approve the date and time of the event, to evaluate the number of anticipated participants for security purposes, to identify with particularity the permitted space, as well as ensure approval of the DCP board. The application will identify the E permit applicants and other final details necessary for approval. The recommended changes are presented in the attached amended ordinance in sections 1 (b) and (c).

I believe that DCP President and CEO Melissa Rademacher and Lt. Chris Helmick will be present at the Commission meeting to provide a summary of the past events and answer any questions you may have as to the process, success and concerns.

SUGGESTED MOTION: I move to waive the receipt and filing of the enclosed ordinance amendment one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.

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

Regards,



Nancy J. Morris



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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

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

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

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

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

15 NOW, THEREFORE,

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

17 Section 1. Amendment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Enactment.

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

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

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

1. Subsection 1 of Section 33-41-01-02 and Sections 33-41-01-10, -11, -12, -13 and -14 are hereby deleted in their entirety.

2. Section 33-41-01-03(5) is hereby amended to read as follows:

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

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

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

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

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

The operator shall be certified in Bloodborne Pathogen training.

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

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

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

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

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

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Section 3. Amendment.

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

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

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

Section 4. Amendment.

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

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

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

18 Section 5. Amendment.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

7 Section 6. Amendment.

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

10 25-3305. Licenses--Termination, suspension, revocation.

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

- 15 A. The commission may, in its discretion, suspend or revoke for cause
16 any ~~permit~~ license issued under the provisions of this article. The
17 grounds for suspension or revocation shall, among others, include the
18 following:
- 19 1. The ~~permittee~~ licensee has filed a petition in
20 bankruptcy.
 - 21 2. The ~~permittee~~ licensee does not remit the annual
22 renewal fee.
 - 23 3. An individual ~~permittee~~ licensee, one of the partners
in a partnership ~~permittee~~ licensee, or one of the
officers in a corporation ~~permittee~~ licensee, or any
individual in active management of the ~~permitted~~
licensed business is convicted of violating any of the
provisions of this article.
 4. The ~~permittee~~ licensee has been convicted of a felony
under the laws of the United States or under the laws
of one of the several states.
 5. The ~~permittee~~ licensee has made any false statement
in his application for a ~~permit~~ license.
 6. The ~~permittee~~ licensee has demonstrated gross
incompetence and/or has violated one or more of the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 7. Amendment.

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

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

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

Section 8. Amendment.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 9. Penalty.

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

Section 10. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

26

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

1-0305. Classification of ordinance violations.—

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

* * *

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3a

November 20, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1415 West Gateway Cir. S Unit 12 as submitted by Adam L. Peterson & Rachel M. Andersen-Peterson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$225 with the City of Fargo's share being \$40.

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 Adam Peterson & Rachel Andersen-Peterson Phone No. _____

2. Address of Property 1415 West Gateway Cir S Unit 12

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. _____
The Commons Condo, Unit 12, Lt 3 Blk 1 Westgate Village Addn

4. Parcel Number 01-4000-00031-030 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1415 West Gateway Cir S Unit 12

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). Attached

7. Building Permit No. 180180 8. Year Built 1984

9. Date of Commencement of making the improvement _____

10. Estimated market value of property before improvement \$ 164,500

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

12. Estimated market value of property after improvement \$ 181,900

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 11-16-18

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/21/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

11/15/2018

1415 W GATEWAY CIR S UNIT #12 FARGO ND

1/2017 FIRST FLOOR COSMETIC REMODEL

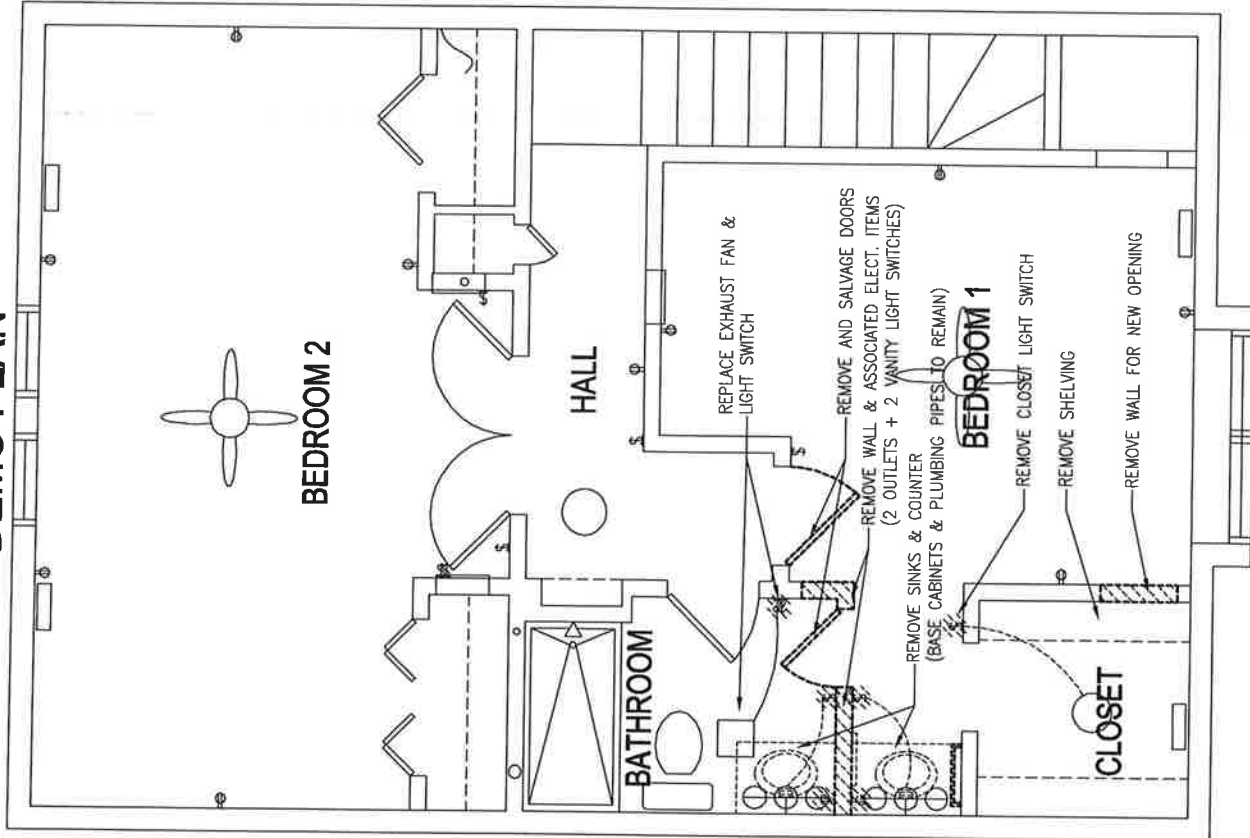
- Kitchen & Dining Room:
 - New wood-look flooring
 - Shiplap walls in dining room
 - Tile backsplash in kitchen
 - Painted cabinets and added new hardware
 - Installed wood shelves above sink
 - New kitchen island
 - Painted walls and trim
- Living Room:
 - New wood-look flooring
 - Refinished entertainment center with wood panels and new return air grille
 - New window shades
 - Painted trim & doors

1/2018 SECOND FLOOR REMODEL

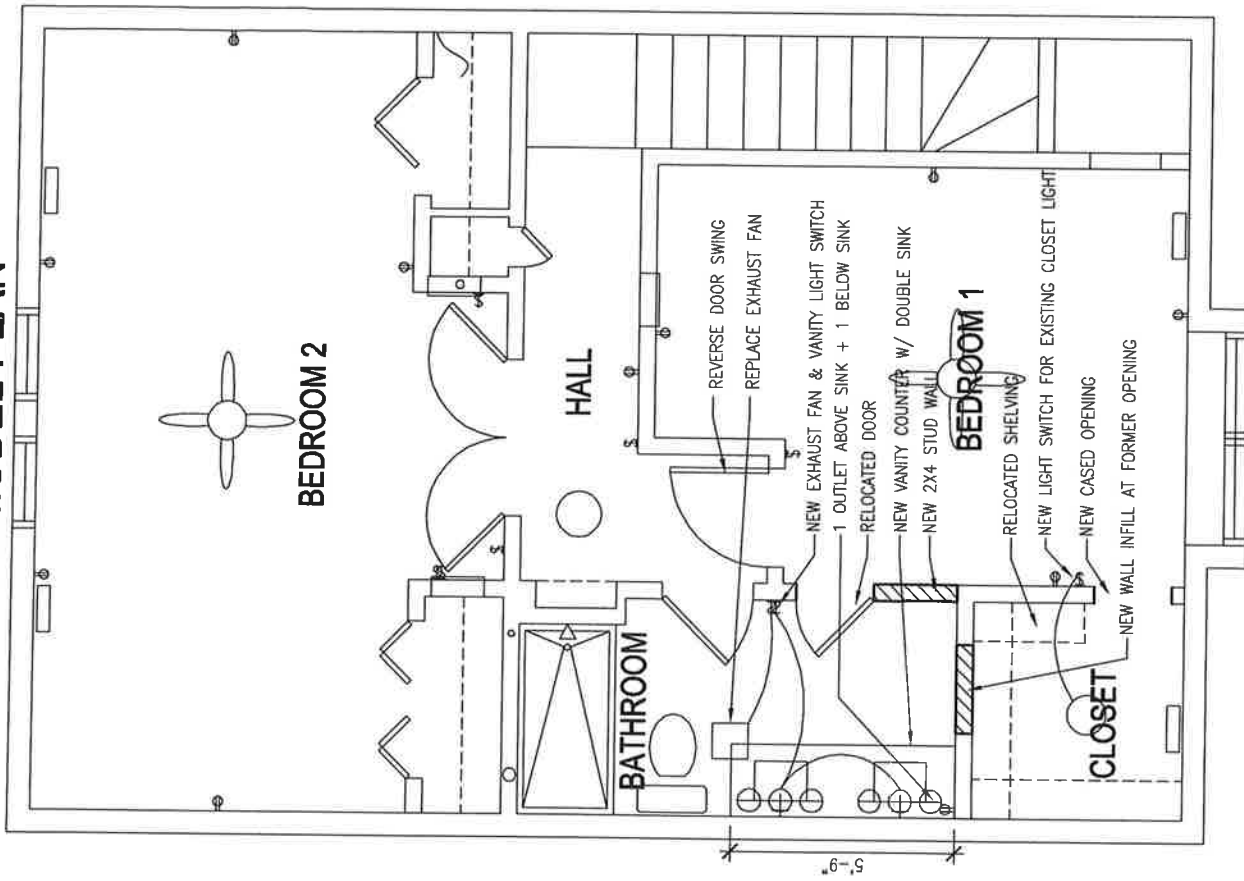
- Bathroom Remodel:
 - Turned small bathroom into large master bathroom with double vanity
 - New vanity counter with sinks, cabinet hardware and faucets
 - New flooring, paint and finishes
 - Installed new exhaust fan
 - New shower faucet & curtain
- Bedrooms:
 - New wood-look flooring throughout
 - Painted walls and trim
 - New window shades
- Misc Items:
 - New electrical panel and meter, electrical work for bathroom remodel
 - New water heater
 - Added insulation to attic

TOTAL AMOUNT OF REMODELING.....\$11,000 +/-

DEMO PLAN



REMODEL PLAN



CITY OF
Fargo
ASSESSMENT DEPARTMENT

(36)

November 16, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

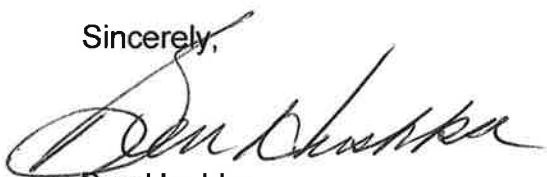
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 910 12 St. N as submitted by Paul D. & Linda S. Kegel. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$315 with the City of Fargo's share being \$55.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Paul & Linda Kegel Phone No. 701-237-3901

2. Address of Property 910 12 St N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 8, Blk 1, Sterns

4. Parcel Number 01-2900-00100-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish lower level, Housing Rehab- Install egress window, remove/replace basement floor, install drain tile & brace foundation

7. Building Permit No. 180393/180139 8. Year Built 1908

9. Date of Commencement of making the improvement 02/14/18-04/17/18

10. Estimated market value of property before improvement \$ 137,400

11. Cost of making the improvement (all labor, material and overhead) \$ 61,749.00

12. Estimated market value of property after improvement \$ 161,800

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 Paul Kegel Date 11-1-18

Assessor's Determination

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

Assessor's Signature Den Anuska Date 2/19/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

30

November 16, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 515 21 Ave. S as submitted by Steven V. & Janice M. Harter. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

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

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner Steven + Janice Harten Phone No. 701 235 1600

2. Address of Property 515 21 Ave S

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Pt of Lt1 BIKI Townhouse S Brandy Villa Estates Condo, Brandy S

4. Parcel Number 01-0260-00030050 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

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

7. Building Permit No. 181031 8. Year Built 1973

9. Date of Commencement of making the improvement June 2018

10. Estimated market value of property before improvement \$ 132,300

11. Cost of making the improvement (all labor, material and overhead) \$ 19,000

12. Estimated market value of property after improvement \$ 144,100

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 Janice Harten Date 11/10/18

Assessor's Determination

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

Assessor's Signature Don Qualman Date 11/19/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



ASSESSMENT DEPARTMENT

A handwritten signature consisting of the letters "zd" enclosed within a hand-drawn circle.

November 21, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3686 Evergreen Rd. N as submitted by Melissa A. & Heath A. Lynnes. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$390 with the City of Fargo's share being \$65.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

To Whom it May Concern,

Please see the enclosed application for property tax exemption based on multiple improvements to the property.

Please contact me at 701-388-5191 if there are further questions.

Thanks,
Melissa Lynnes

**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 Melissa & Heath Lynnes Phone No. 701-388-5191 or 701-388-2486

2. Address of Property 3686 Evergreen Rd N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 14 Blk 2 Golf Course 3rd

4. Parcel Number 01-1003-00460-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner Same

City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Updated flooring & kitchen countertops.
New recessed lighting throughout. New carpet throughout. Added garage

7. Building Permit No. 20171643 8. Year Built 1975

9. Date of Commencement of making the improvement 10/1/17 - 10/1/18

10. Estimated market value of property before improvement \$ 296,900

11. Cost of making the improvement (all labor, material and overhead) \$ approx 30,000

12. Estimated market value of property after improvement \$ 350,300

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 11/16/18

Assessor's Determination

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

Assessor's Signature [Signature] Date 11/21/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



30

November 20, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1514 4 Ave. N as submitted by Lowell P. Degnan. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

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

Sincerely,

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 Lowell Degnan Phone No. 701-373-5832

2. Address of Property 1514 4 Ave N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lt 4, Blk 10, Reeves

4. Parcel Number 01-2340-00940-000 Residential Commercial Central Business District

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

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel bath + 5 windows

7. Building Permit No. 172449 8. Year Built 1915

9. Date of Commencement of making the improvement 12/07/17

10. Estimated market value of property before improvement \$ 111,700

11. Cost of making the improvement (all labor, material and overhead) \$ 18,500^{1.00}₀₀

12. Estimated market value of property after improvement \$ ~~125,000~~ 3

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 Lowell Degnan Date 11/15/18

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
Assessor's Signature Don Dushka Date 11/21/18

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

zf

November 15, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

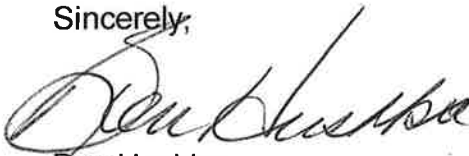
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1309 14 St. S as submitted by Timothy B. Somes. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$75 with the City of Fargo's share being \$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 TIMOTHY SOMES Phone No. 701-318-4517

2. Address of Property 1309 14 ST S
City FARGO State ND Zip Code 58103

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

4. Parcel Number 01-2040-00500-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 1309 14 ST S
City FARGO State ND Zip Code 58103

Description Of Improvements For Exemption

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

7. Building Permit No. 180562 8. Year Built 1950

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

10. Estimated market value of property before improvement \$ 122,200

11. Cost of making the improvement (all labor, material and overhead) \$ 14,200.00

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

Applicant's Certification and Signature

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

Applicant's Signature Tim Somes Date 11-12-18

Assessor's Determination

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

Assessor's Signature Dan Winkler Date 11/15/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



November 15, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1220 4 St. N as submitted by Eric W. & Jennifer L. Momsen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$820 with the City of Fargo's share being \$140.

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 Eric and Jennifer Momsen Phone No. 701-318-7747

2. Address of Property 1220 4th St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. S 1/2 of L 27 & N 47 ft of L 28

4. Parcel Number 01-1360-00250-0 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). Remodeled livingroom, updated electric, drywall. Added new bathroom (plumbing, electric, floorheat). Added egress window.

7. Building Permit No. BL20180722 8. Year Built 1927

9. Date of Commencement of making the improvement May 2018

10. Estimated market value of property before improvement \$ 240,000

11. Cost of making the improvement (all labor, material and overhead) \$ 63,337

12. Estimated market value of property after improvement \$ 275,000

Applicant's Certification and Signature

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

Applicant's Signature Eric Momsen Date 11/15/18

Assessor's Determination

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

Assessor's Signature Dee Nussba Date 11/15/18

Action of Governing Body

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

Approval subject to the following conditions: _____

Chairman of Governing Body _____ Date _____



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

(4a)

✓ 1038
25.00
11/20/18

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

Name of Non-profit Organization <i>EL Zagal Holding Company</i>		Date(s) of Activity <i>2/9/19 to 2/9/19</i>		For a raffle, provide drawing date(s): <i>2/9/19</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Michael Dow</i>		Title <i>Chairman</i>		Business Phone Number <i>701-235-7521</i>	
Business Address <i>1429 3rd ST N</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>EL Zagal Shrine Center</i>		Site Address <i>1429 3rd ST N</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input 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
<i>Main Raffle</i>	<i>Green Egg, Gun & Cash</i>	<i>2,000</i>			
<i>Raffles & Games</i>	<i>Guns & Various Prizes</i>	<i>6,000</i>			
Total:					(Limit \$12,000 per year) <i>\$ 8,000</i>

Intended uses of gaming proceeds: *Shrine up Keep and transportation Fund for Childrens Hospital*

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>Michael Dow</i>	Date <i>11/20/2018</i>	Title <i>Chairman</i>	Business Phone Number <i>701-235-7521</i>
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

6882
25.00
11/27

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

Form with fields: Name of Non-profit Organization (Muskies Inc. 7-m chapter), Date(s) of Activity (July 7, 2019 to July 7, 2019), Person Responsible (Richard A. Eagleson), Business Address (909 Page Dr.), Mailing Address (SAM), Name of Site (Ramada Fargo), Site Address (3333 13th Ave So.), and Game(s) to be Conducted (Raffle).

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Contains 5 entries for Raffle prizes of \$500 and four \$100 prizes.

Table with 3 columns: Game Type, Description of Prize, Retail Value of Prize. Empty table for additional prizes.

Total: (Limit \$12,000 per year) \$ 1,000.00

Form with text: Intended uses of gaming proceeds: to promote muskie Resurch, Fish stocking, Good Sportsmanship, youth Fishing, Donations. Includes questions about state gaming license and charity local permits.

Form with fields: Signature of Organization's Top Executive Official (Richard A. Eagleson), Date (11-15-2018), Title (club treasurer), Business Phone Number (701-237-4801).



December 3, 2018

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: City of Fargo/Downtown Community Partnership (DCP) Lease Agreement – Civic Center Offices

With the opening of New City Hall on September 17, 2018 the former City Commission, Administration, and Human Resources Offices on the second floor of the Civic Center became available for lease to external organizations. City staff has identified the Downtown Community Partnership (DCP) as a prospective tenant to lease the former Human Resources Office for a two-year term, with an option for a one-year extension (3 years total). City staff and the City Attorney's Office have developed a draft lease agreement, a copy of which is attached for the City Commission's consideration and approval. The Finance Committee considered and unanimously approved the lease agreement on November 28, 2018.

The salient business points of the lease agreement include:

- **Term:** Two-year lease agreement with an option for a one-year extension. Either party may terminate the agreement with a 90 day written notice.
- **Rent:** \$7.50 per square foot, amounting to \$10,875 annually (\$906.25 monthly).
- **Common Area Maintenance (CAM):** \$3.00 per square foot, amounting to \$4,350 annually (\$362.50 monthly) for expenses outlined in the agreement.
- **Parking:** On-premise parking to be made available in the temporary Civic Center/Library surface lot.
- **Insurance:** Public liability and casualty insurance to be maintained for the premises by the Lessee and Lessor, respectively.
- **Subletting:** DCP may not sublet the premises to other entities, with the exception of Interstate Parking, Inc., which may share occupancy with DCP in the future.

The proposed lease agreement provides the City with the flexibility to terminate the lease in a reasonable timeframe should a demolition or redevelopment vision for the Civic Center come to fruition. DCP is aware of the City's intent to repurpose, renovate, or demolish the Civic Center in the future. As such, the lease term represents a shorter-term arrangement. City staff will continue to work with prospective tenants to lease the former City Commission/Administration office suite, and when leased, the two office suites together will share the common supply/equipment room; restrooms; and the conference room.

Recommended Action: Upon the recommendation of the Finance Committee, I move to approve the attached City of Fargo/Downtown Community Partnership lease agreement.

Attachment: Draft Lease Agreement – City of Fargo/Downtown Community Partnership

DRAFT

LEASE AGREEMENT
City of Fargo/Downtown Community Partnership

THIS AGREEMENT is made and entered into effective this ___ day of ____, 2018, by and between CITY OF FARGO, a North Dakota municipal corporation (hereinafter called "Lessor" or "City") and Downtown Community Partnership, a North Dakota non-profit corporation (hereinafter called "Lessee" or "DCP").

RECITALS:

- A. City is the owner of real property and a building located on City-owned property commonly referred to as the Civic Memorial Auditorium, the second floor of which building is configured as office space. City desires to lease approximately 1450 square feet on the second floor of the building to DCP. The square footage will hereinafter be referred to as the "subject property," "premises" or "demised premises."
- B. Lessee desires to lease the subject property for use as offices.
- C. Lessor desires to lease the space to Lessee for that use.
- D. The City and DCP recognize that the Civic Memorial Auditorium, including the second floor thereof, is the subject of a study being undertaken by the City, the result of which may affect the future configuration and use of the building and that as a result of said study and possible re-configuration and change of use, it is desirable that the lease term be of a duration shorter than a typical office lease.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

ARTICLE I
Premises and Terms

Section 1.1. Leased Premises.

Lessor does hereby lease unto Lessee the following premises:

Fourteen Hundred and Fifty square feet (1450 s.f.) of space on the second floor of the Civic Memorial Auditorium building located in the 200 block of 4th Street North, in Fargo, North Dakota. A copy of the floor plan outlining DCP's leased space is attached to this agreement as Exhibit "A" and is incorporated by reference hereto.

Section 1.2. Use of Premises.

The premises shall be used and occupied by DCP as office spaces and for related purposes.

Section 1.3. Term of Lease, Termination and Options to Extend Lease.

1.3.1. This Lease shall be for an initial term of two years commencing on December 1, 2018; provided, however, that if the Lessee's first month of occupancy is a partial month, including perhaps a partial month in November 2018, Lessee shall pay a pro-rated amount of rent for said first partial month of occupancy. Regardless of the initial date of occupancy, the lease shall end November 30, 2020, unless it is sooner terminated as provided herein.

1.3.2. This lease shall be extended at the option of the Lessee for one (1) additional term of one year by mutual agreement of the parties. References herein to "this Lease" or "this Agreement" shall be deemed to include any such extensions.

1.3.3. Termination. This lease may be terminated by either party without cause upon a minimum of ninety (90) days' written notice to the other party, said termination to be effective at the end of the month in which said 90th day falls. In addition, in the event the demised premises becomes in need of repair that Lessor would be obligated to make under this Lease but which repair Lessor elects to not undertake, in Lessor's sole discretion, then Lessor shall promptly notify Lessee of such election and upon such notice, Lessee may terminate this lease immediately upon notice by Lessee to Lessor.

**ARTICLE II
Rent and Common Area Maintenance Charges**

Section 2.1. Rent.

1. Lessee shall pay fixed minimum rent in accordance with the following terms:

2.1.1.1. The base rent in years one and two shall be \$7.50 per square foot of actual leased space. Said rent shall be paid in equal monthly installments. Based upon the leased square footage of 1450 square feet, base rent would amount to \$10,875 annually payable in equal monthly installments of \$906.25.

2.1.1.2. If Lessor and Lessee have agreed to extend this lease for a third year, the base rent described in paragraph 2.1.1.1, above, shall be adjusted by the cumulative increase in the Consumer Price Index from the Commencement Date to the twenty-fourth month of this Agreement.

2.1.2. Additional payment for common area maintenance. In addition to the minimum rent as described, Lessee covenants and agrees to pay to Lessor the sum of \$362.50 per month to cover the expenses borne by Lessor for common area maintenance (CAM payment). In lieu of a calculated proration of such expenses to be shared between Lessee and other tenants, the parties agree upon said stipulated sum for

such expenses. These expenses include, but are not limited to real estate taxes and special assessments, property management fees, snow removal, grounds maintenance, common area cleaning and janitorial services, sprinkling and alarm, repair, maintenance of building and fixtures (other than structural repairs which are Lessor's obligation, as stated in 3.1.1, below), repair and maintenance, water, electricity, utilities, garbage, property and liability insurance.

- 2.1.4 Fixed minimum rent and the monthly CAM payment shall be payable in advance on the first day of each month. The covenant of the Lessee to pay the base fixed minimum rent and the CAM payment are each independent of any other covenants, conditions, provisions or agreements contained in this Lease.

Section 2.2. Place of Payment.

Rent and CAM payments shall be paid to CITY OF FARGO at 225 4TH Street North, Fargo, North Dakota 58102 or such other address as Lessor may require upon written notice to Lessee.

**ARTICLE III
Improvements, Conditions and Maintenance
of the Demised Premises**

Section 3.1. Care and Repair of the Demised Premises.

1. Lessor maintenance. Subject to the Lessor's right to terminate the lease rather than undertake repairs, Lessor, at its sole expense, shall make all repairs to the structure, including the roof, of the Demised Premises (except those caused by the negligence of Lessee or by an intentional act of Lessee). However, Lessor shall not be required to make any repairs if Lessee is obligated to make them under paragraph 3.1.2 below. Lessee shall promptly notify Lessor of the necessity of any repairs of which Lessee has knowledge and for which Lessor may be responsible under this section.

Lessor shall be responsible for maintenance of the exterior of the building and common area, including all electric wiring and plumbing serving the common area; provided, however, the cost of such maintenance and repairs shall be recovered as a Common Area Maintenance expense as described in Section 2.1 above.

2. Lessee maintenance. Lessee shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing, heating and air-conditioning facilities and the fixtures, equipment and appurtenances therein except those repairs required to be made by Lessor under paragraph 3.1.1, above. As to such repairs made to the building as a whole, Lessee shall proportionately share the responsibility for such cost with other tenants of the Building. Lessee shall be responsible for the cost of all repairs to the Demised

Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of Lessee or by an intentional act of Lessee shall be the responsibility of Lessee. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property, be repaired, restored, or replaced promptly by Lessee to the reasonable satisfaction of Lessor at Lessee's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

3. Unless approved in writing otherwise, Lessor shall perform all repairs to the Demised Premises. Lessor shall make such repairs in a timely manner.

Section 3.2 Services and Equipment

- 3.2.1 Lessor services. So long as Lessee is not in default under any provision of this Lease and, subject to the Lessee's obligation to pay CAM payments pursuant to Article II, Section 2.1, Lessor, at its expense, shall:

1. Supply water and sewer.

3.2.1.2 Provide standard cleaning services for the Common Areas of the Building, except on Saturdays, Sundays and holidays, similar to first class office buildings in the area.

2. Furnish hot and cold water for drinking purposes.

- 3.2.2 Lessee services and expenses. Lessee shall be responsible for all cleaning of the demised premises, including the cost thereof.

Section 3.3. Alterations, Installation, Fixtures.

Except as hereinafter provided, Lessee shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the Lessor. Any such approved alterations to the demised premises shall be made by, or under the control of, Lessor unless otherwise approved. Plans for the same must be submitted to Lessor for approval at least ten (10) days prior to the proposed date for starting these alterations. In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by Lessee (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), Lessee shall make such alterations at its own cost and expense after first obtaining Lessor's written

approval of plans and specifications therefor and furnishing such indemnification as Lessor may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the demised premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default.

Section 3.4. Signs.

No sign, lettering, picture, notice or advertisement installed on or in any part of the premises and visible from the exterior of the subject property shall be allowed. Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises or visible from the exterior of the demised premises shall be approved by Lessor in writing prior to installation and shall be installed at Lessee's sole cost and expense. Any signs shall be maintained by the Lessee at the Lessee's sole expense and shall be anchored to and removed from the building without causing any damage to the same and in a manner approved in writing by Lessor. In the event of a violation of the foregoing by Lessee, Lessor may remove the violation without any liability and may charge the expense incurred by such removal to Lessee. At the termination or expiration of this Lease, Lessee shall cause removal of all of its signs at its expense and shall repair any damage caused by the removal of the signs if requested to do so by Lessor.

Section 3.5. Surrender of Premises.

At the end of the term of this Lease and any renewals and extensions thereof, Lessee shall surrender the demised premises to lessor in clean condition and in as good a condition as at the completion of the initial construction and remodeling of the demised premises at the start of the Lease, reasonable wear and tear excepted.

Section 3.6 Parking.

Lessee shall be issued up to 6 tags to be issued by Lessor for use by Lessee's officers, employees, agents or guests for display in the personal vehicles of said individuals [hereinafter "Lessee Parkers", whether one or more]. Lessee Parkers shall be authorized to utilize available parking spaces in the currently existing temporary Civic Center Mall lot (located between the Civic Memorial Auditorium and the Library) during office hours and during off-peak hours. There will be no assigned or dedicated parking spaces in the Civic Center Mall lot. The Lessee Parkers will only be able to utilize parking spaces that are open and available at the time of use. The area occupied by the existing temporary Civic Center Mall lot may be restored to a grass mall area or may otherwise be repurposed by the City of Fargo and, as such, the parking lot will then be

discontinued or closed. In such event, Lessor shall make other off-street parking available in the vicinity of the City Hall-Civic Center complex upon similar terms for Lessee Parkers. Lessee shall provide suitable off-site storage and parking for street sweepers and other maintenance equipment. Said equipment shall not be eligible vehicles to be used as Lessee Parker vehicles.

ARTICLE IV
Taxes

Section 4.1. Real Estate Taxes.

Lessee shall pay its proportionate share of real estate taxes and installments of special assessments against the property which have been certified for collection during the term of this Lease and during any renewal or extension thereof, with payment thereof either to be made directly by Lessee or with arrangements to be made between Lessee and Lessor in which Lessee pays the Lessor periodically in a sum sufficient to offset Lessee's said proportionate share and, in turn, Lessor will pay said sum to the Cass County Auditor.

ARTICLE V
Utilities

Section 5.1. Lessor's Obligation for Utilities.

Lessor shall provide the means and conduits to supply water, electricity and sanitary sewer to the premises. Lessor shall not be liable for and Lessee shall not be entitled to, any abatement or reduction of rent by reason of Lessor's failure to furnish any of the foregoing utilities and services when such failure is caused by or results in casualties, riots, strikes, picketing, accidents, breakdowns or any other cause beyond Lessor's reasonable control.

Lessor shall pay, when due, all charges for utilities attributable to the premises, including heat, air conditioning, water, sewer, garbage and/or other utility charges or energy sources furnished to the demised premises during the term of this Lease, or any renewal or extension thereof.

ARTICLE VI
Lessor's Access to the Demised Premises

Section 6.1. Lessor's Access to Demised Premises.

The Lessee agrees to permit the Lessor and the authorized representatives of the Lessor to enter the demised premises at all times during usual business hours for the purpose of inspection of the same and making any necessary repairs to the demised premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the Lessor may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Lessor to do any such work which, under any provision of this Lease, the Lessee may be required to perform and the

performance thereof by the Lessor shall not constitute a waiver of the Lessee's default in failing to perform the same. The Lessor may, during the progress of any work in the demised premises, keep and store upon the demised premises the necessary materials, tools and equipment. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Lessee by reason of making repairs or the performance of any work in the demised premises or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof and the obligations of the Lessee under this Lease shall not thereby be affected in any manner whatsoever.

Lessor reserves the right to enter upon the demised premises at any time in the event of an emergency and at reasonable hours to exhibit the demised premises to prospective purchasers or others; and to exhibit the demised premises to prospective lessees and to display "for rent" or similar signs on the exterior of the Building or upon the grounds of the Subject Property during the last 120 days of the term of this Lease, all without hindrance or molestation by Lessee.

ARTICLE VIII
Damage or Destruction of Leased Premises

Section 7.1. Total or Partial Destruction.

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, then Lessor shall have the option of either repairing such damage or terminating the Lease, in Lessor's sole discretion, effective immediately upon written notice to Lessee.

ARTICLE VIII
Eminent Domain

Section 8.1. Eminent Domain.

In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the premises during this Lease, then this Lease may be terminated by either Lessor or Lessee, effective immediately upon 90 days' written notice to the other party.

ARTICLE IX
Insurance, Liability and Indemnity

Section 9.1. Public Liability Insurance.

Lessee shall, during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the demised premises and the business of Lessee, on terms and with companies approved in writing by Lessor, in which both Lessee and Lessor shall be covered by being named as insured parties under a general commercial liability policy with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessor prior to

cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

As to the common areas, Lessor shall, during the term hereof, keep in full force and effect at its expense a general commercial liability policy or policies with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessee prior to cancellation thereof. Lessor shall furnish evidence satisfactory to Lessee at the time this Lease is executed that such coverage is in full force and effect.

Section 9.2. Casualty Insurance.

9.2.1 Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance or equivalent casualty coverage with North Dakota State Fire and Tornado Fund insuring the building against loss or damage by fire, explosion or other insurable hazards, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the demised premises or any additional improvements which Lessee may construct or install on the demised premises.

9.2.2 Lessee shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

9.2.3 Lessor hereby waives and releases all claims, liabilities and causes of action against Lessee and its agents, servants and employees for loss or damage to, or destruction of, the premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Lessee hereby waives and releases all claims, liabilities and causes of action against Lessor and its agents, servants and employees for loss or damage to, or destruction of, any of the improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Lessee or of others in, upon or about the premises resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not the Lessor's and Lessee's insurers shall consent thereto.

9.2.4 In the event that the particular use(s) of the demised premises by Lessee causes an increase or additional charge in the premium rate for insurance carried by Lessor on the improvements of which the demised premises are a part, which increase or additional charge is specifically related to the particular use(s) by Lessee, Lessee shall be responsible for reimbursement to Lessor for the amount of such premium increase or additional charge. If Lessee installs any electrical equipment that overloads the power lines to the building or its wiring, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of

the insurance underwriter, insurance rating bureau and government authorities having jurisdiction.

Section 9.3. Covenant to Hold Harmless.

Unless the liability for damage or loss is caused by the negligence of Lessor, its agents or employees, Lessee shall hold harmless Lessor from any liability for damages to any person or property in or upon the demised premises and the premises, including the person and property of Lessee and its employees and all persons in the building at its or their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease. All property kept, maintained or stored on the demised premises shall be so kept, maintained or stored at the sole risk of Lessee, Lessee agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the premises, and not furnished on order of Lessor, which may be secured by any mechanic's, materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provided that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

Section 9.4. Non-Liability of Lessor.

Subject to the terms and conditions of Article X hereof, to the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any damage to property of Lessee or of others located on the premises, nor for the loss or damage to any property of Lessee or of others by theft or otherwise; nor shall Lessor be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the demised premises. All property of Lessee kept or stored on the demised premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance. This waiver shall not apply to any such loss resulting from (a) Lessor's failure to make a reasonable effort to repair a defect Lessor is obligated to repair under this Lease, within a reasonable time after Lessor receives notice from Lessee of any defect which creates a substantial likelihood of damages to the Premises or persons or property located therein; (b) intentional misconduct or gross negligence of Lessor; (c) loss or damage arising out of

Lessor's negligence in making alterations or repairs to the Premises; or (d) claims brought by third parties other than subsidiaries or affiliates of Lessee.

Section 9.5. Waiver of Subrogation.

The Lessor and Lessee mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with the property on or activities conducted on the leased property regardless of the cause of damage or loss, unless such release or discharge voids insurance coverage or causes a loss or decrease in insurance coverage.

**ARTICLE X
Assignment or Subletting**

Section 10.1. Assignment or Subletting.

Lessee agrees to use and occupy the demised premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said demised premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior consent of Lessor in each instance. Lessee shall seek such consent of Lessor by a written request therefor, setting forth such information as Lessor may deem necessary. Lessor agrees not to withhold consent unreasonably. Consent by Lessor to any assignment of this Lease or to any subletting of the demised premises shall not be a waiver of Lessor's right under this Article as to any subsequent assignment or subletting. Lessor's rights to assign this Lease are and shall remain unqualified. No such assignment or subleasing shall relieve the Lessee from any of Lessee's obligations in this Lease contained, nor shall any assignment or sublease or other transfer of this Lease be effective unless the assignee, sublessee or transferee shall at the time of such assignment, sublease or transfer, assume in writing the benefit of Lessor, its successors or assigns, all of the terms, covenants and conditions of this Lease thereafter to be performed by Lessee and shall agree in writing to be bound thereby. Lessor hereby consents and agrees that Lessee may sublease a portion of the demised premises to, or share occupancy thereof in some other contractual manner with, Interstate Parking, Inc.

Section 10.2. Successors and Assigns.

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and assigns of the parties hereto.

**ARTICLE XI
Default and Overdue Payments of Lessee**

Section 11.1.

11.1.1 In the event of any failure of Lessee to pay any rental due hereunder within ten days after the same shall be due, or any failure to perform any other of the term, condition

or covenant of this Lease to be observed or performed by Lessee for more than 30 days after written notice of such failure shall have been given to Lessee, or if Lessee or an agent of Lessee shall falsify any report required to be furnished to Lessor pursuant to the terms of this Lease, or if Lessee or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's or any such guarantor's property, or if Lessee or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then in any such event Lessee shall be in default hereunder, and Lessor, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

- 11.1.2 Should Lessor elect to re-enter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each subletting all rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys fees, and including the worth at the time of such termination the excess, if any, of the

amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

- 11.1.3 Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Lessee herein and the amount so spent, and costs incurred, including attorneys fees in curing such default, shall be paid by Lessee, as additional rent, upon demand.
- 11.1.4 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs awarded by the court, in an amount determined by the court, and not by a jury. All damages, including such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota (not North Dakota) law from the date of entry of judgment.
- 11.1.5 Lessee waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises, or of intent to terminate this Lease, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.
- 11.1.6 No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

Section 11.2. Overdue Payments.

All monies due under this Lease from Lessee to Lessor shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 12% per annum until paid; but in no event shall said rate of interest exceed the maximum rate of interest set by state or federal usury law.

ARTICLE XII
Certificate of Estoppel and Subordination

Section 12.1. Certificate of Estoppel.

The Lessee agrees at any time and from time to time upon not less than 10 days prior written request by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, in full force and effect, and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgagee upon the fee of the demised premises.

Section 12.2. Subordination.

Upon request of Lessor, Lessee will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the premises, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of the Lessee under its terms to use and quiet possession of the premises shall not be disturbed and shall continue in full force and effect so long as Lessee shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

Section 12.3. Event of Sale.

In the event of the sale of the demised premises, Lessor shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Lessor herein. Notwithstanding the foregoing provisions of this section, Lessor, in the event of a sale of the demised premises, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the demised premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein.

ARTICLE XIII
Surrender, Holding Over and Abandonment

Section 13.1. Surrender.

On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Lessee shall, at its

expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by Lessee, Lessor and Lessee shall identify and designated such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by Lessor shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the demised premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the demised premises.

Section 13.2. Holding Over.

In the event Lessee remains in possession of the demised premises after the expiration date of this Lease and without the execution of a new lease, it shall be deemed to be occupying the demised premises as a Lessee from month to month, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, provided, however, that the base rent required to be paid by Lessee during any holdover period shall be in the amount equal to 120% of the rent due for the last month prior to the expiration of the term of this Lease, plus any monthly CAM payments as set forth in Section 2.01 of this Lease.

Section 13.3. Abandonment.

In the event Lessee shall remove its fixtures, equipment or machinery or shall vacate the demised premises or any part thereof prior to the expiration date of this Lease, or shall discontinue or suspend the operation of its business conducted on the demised premises for a period of more than 30 consecutive days (except during any time when the demised premises may be rendered unleaseable by reason of fire or other casualty), then in any such event Lessee shall be deemed to have abandoned the demised premises and Lessee shall be in default under the terms of this Lease.

**ARTICLE XIV
Rules and Regulations**

Section 14.1. Rules and Regulations.

Lessee shall observe and comply with reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee, for the safety, care and cleanliness of the building and to regulate, restrict or prohibit smoking on the Subject Property.

**ARTICLE XV
Mechanics' Liens**

Section 15.1. Mechanics' Liens.

- 15.1.1 Lessee will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Lessee) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of Lessor in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, Lessee shall within 10 days after demand from Lessor, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event Lessor shall be entitled if Lessor so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith shall constitute additional rent payable by Lessee under the Lease and shall be paid by Lessee to Lessor on demand. Nothing herein contained shall obligate Lessor to pay or discharge any lien created by Lessee.
- 15.1.2 Lessee shall pay promptly all persons furnishing labor and materials with respect to any work performed by Lessee or Lessee's contractor in the premises. No work which Lessor permits Lessee to do shall be deemed to be for the immediate use and benefit of Lessor, so that no mechanic's or other liens should be allowed against the estate of Lessor by reason of any consent given by Lessor to Lessee to improve the premises.
- 15.1.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, Lessee shall deliver to the Lessor a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against Lessor's interest in the property or any portion thereof.
- 15.1.4 The provisions of this section shall apply with respect to Lessee's work or any other work performed on the premises at any time during the term hereof.

**ARTICLE XVI
Garbage and Rubbish Removal**

Section 16.1. Garbage and Rubbish Removal

Lessor shall be responsible for the removal of all garbage and rubbish generated from demised premises by the Lessee and/or Lessee's customers and clients except medical waste. With the exception of medical waste, Lessor will promptly remove all garbage and rubbish from the subject premises and will not store any of the same on the premises except for such temporary storage in dumpsters to facilitate weekly or other reasonable periodic removal.

**ARTICLE XVII
Miscellaneous**

Section 17.1. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by certified return receipt mail to Lessee at the main offices for Lessee, at [NEW DCP ADDRESS] Street North, Fargo, North Dakota 58102 and to Lessor by delivery to the following:

City Auditor
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and to:

City Administrator
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and either party may by like written notice at any time designate a different address to which notices shall subsequently be sent or rent to be paid.

Section 17.2. Intent of Parties.

Except as otherwise provided herein, the Lessee covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated to do so, and without notice to or demand upon the Lessee and without waiving or releasing the Lessee from any obligations of the Lessee in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in

this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with interest at the Contract Interest Rate from the date of making of such expenditure by Lessor, shall be deemed additional rent hereunder, and shall be payable to lessor on demand. Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have the same rights and remedies in the event of non-payment thereof by Lessee as in the case of default by Lessee in the payment of the base rent payable under this Lease.

In the event the Lessor fails to perform any covenant or obligation to be kept by Lessor under this Lease, Lessee at its option may cure the Lessor's failure to perform Lessor's covenants and obligations, having first given Lessor reasonable notice of such failure to perform, and a reasonable opportunity for Lessor to so perform. Lessee shall be entitled to an offset against future rents equal to the reasonable costs, including interest at the Contract Interest Rate from the date of payment, incurred by Lessee to complete performance of the Lessor's covenants and obligations under the Lease.

Section 17.3. Consents by Lessor.

17.3.1. Whenever provision is made under this Lease for Lessee securing the consent or approval by Lessor, such consent or approval shall only be in writing.

17.3.2. The following persons are authorized to act on behalf of Lessor/Lessee:

As to Lessor, any one or more of the following are authorized to act or make decisions:

City Administrator

As to Lessee, any on or more of the following are authorized to act or make decisions: its Executive Director.

Section 17.4. No Agency Relationship.

The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties being that of Lessor and Lessee.

Section 17.5. Governmental Regulations.

Lessee shall at Lessee's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said premises and shall faithfully observe in the

use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 17.6. Waiver.

The waiver by the Lessor of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing by Lessor.

Section 17.7. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse Lessee from the prompt payment of rent, additional rent or any other payments required by this Lease.

Section 17.8. Entire Agreement.

This Lease and the schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the demised premises and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

Section 17.9. Interpretation of Lease.

Unless specifically stated herein, this Lease shall be construed and interpreted in accordance with the laws of the State of North Dakota.

Section 17.10. Time is of the Essence.

Time is of the essence of each provision in this Lease.

Section 17.11. Construction.

If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application or such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.12. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of this Lease nor the intent of any provision thereof.

Dated the day and year first set forth above.

LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

LESSEE:

Downtown Community Partnership,
a North Dakota Non-Profit Corporation

By: Melissa Rademacher
Its: Executive Director



December 3, 2018

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: Approve JLG Architects Proposal for a Fargo Performance Center Feasibility Analysis Update

In September 2018, the City of Fargo established a Performing Arts Task Force comprised of two City Commissioners, arts stakeholders, and community members to study the feasibility of constructing and operating a future Fargo performance center. The Task Force will evaluate potential site locations and previous study work, including the City's 2015 Performance Center Feasibility Analysis conducted by HVS Consulting and JLG Architects. Task Force members and City staff desire to refresh the 2015 HVS/JLG report to inform and guide future decision-making related to a performance center.

As a portion of the 2015 study, and in supplemental work that followed, a cost analysis was developed by JLG for remodeling or replacing the Civic Center with a performance center. As the local lead partner in the 2015 study, JLG will provide the Task Force and City Commission with updated information to advance the performance center project to the next phase of development in an efficient manner. Future phases of work (e.g. design, engineering, and construction bidding) will be conducted through future solicitation processes.

Recommended Action: Upon recommendation of the Finance Committee, I move to approve the JLG Architects proposal for the Fargo Performance Center Feasibility Analysis Update.

Attachment: JLG Architects Proposal – Fargo Performance Center: Feasibility Analysis Update



PROPOSAL – Fargo Performance Center: Feasibility Analysis Update

JLG 15024 Fargo Performance Center

November 8, 2018

Dear Assistant City Administrator Redlinger,

Thank you for reaching out to JLG Architects regarding the opportunity to partner with the City of Fargo and Performance Center Task Force. We are beyond excited to continue as your partner on this game-changing project for the community. Based on the information provided, we have developed the following scope of work and terms; once accepted and signed, you are authorizing JLG to begin work.

PROJECT DESCRIPTION

In late summer of 2015 the City of Fargo, in collaboration with numerous community partners, as well as HVS Consulting and JLG Architects completed the Fargo Performance Center Feasibility Analysis, assessing the market/event opportunities for a repurposed Civic Center in Downtown Fargo, ND. Upon completion of the Feasibility Analysis further exploration and cost analysis was completed to measure the financial balance of repurposing the existing Civic Center or replacing the existing building with a new multi-purpose performance facility. The study found that replacing the current Civic Center with a new facility would provide the best value to the City of Fargo. No official action was taken on the study recommendations except to receive and file the report. Over the past few years the city has grown, nearby projects have been completed and downtown has become even more vibrant. The City is now re-engaging further study of the Fargo Performance Center in Downtown Fargo, ND.

This proposal is in response to a request for JLG Architects to inform the current committee on the findings of the previous study, update portions of that study based on current conditions, and provide the Performance Center Building Committee with information needed to make decisions to move the project forward to the next stage of development.

PROJECT TEAM

OWNER: City of Fargo, North Dakota
 Michael Redlinger, Assistant City Administrator

ARCHITECT: JLG Architects

- Principal-in-Charge: Scott Jordan-Denny
- Project Manager: Lee Dobrinz
- Market Leader: Rob Remark

CONSULTANTS: HVS Consulting– Feasibility and viability update
 Schuler Shook – Theater Planning and Lighting Design

CONTRACTOR: McGough – Cost Estimate Review

To: CC:

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Michael Redlinger City of Fargo
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Dave Piepkorn City of Fargo
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Nicole Crutchfield City of Fargo
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lee Dobrinz JLG Architects
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Rob Remark JLG Architects
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Scott Jordan-Denny JLG Architects

SCOPE OF WORK

As defined by phase below:

Update to the Performance Center Feasibility Analysis

Description of work: JLG in partnership with HVS and Schuler Shook will engage with the project leadership team to verify the project goals and objectives in order to align the previously completed study with current conditions. The team will confirm the desired site location for the project and will update the project construction and soft cost estimate with pricing for the current market.

- Project engagement and leadership

JLG Architects | Scott Jordan-Denny
 124 N 3rd St | Grand Forks, ND 58203 | p.612.746.4260 | f.612.746.4754 | sjordandenny@jlgarchitects.com

- City Planning and Commission presentations and updates
- Site studies (2 locations)
- Update previously completed financial proformas and analyses, confirmation of feasibility
- Update previously completed cost estimating
- Total project budget document

POTENTIAL SUPPLEMENTAL SCOPE'S OF WORK

Description of work: If desired, below is a list of supplemental scopes of service that JLG is happy to provide either initially, or as future scopes of service. These services would be in addition to the base services noted above and would be confirmed in writing prior to commencement of the work.

- Public Forums
- Precedent Benchmarking
- New programming and re-engagement with arts community
- Case study tours of comparable built facilities; regionally or nationally

WORKPLAN/SCHEDULE

Schedule: proposal limited to six monthly meetings, anticipated to align with monthly Task Force meetings

Proposed Work plan:

- Meeting 1: Introductions and Process
 - Committee and design team introductions
 - Discuss process and approvals
 - Identify all the organizations/individuals/entities that will have input and define decision makers
 - Review past study with new Committee in detail:
 - Background, program, financial, design, summary and conclusions
 - Review schedule:
 - Duration – 6 months
 - Determine regular meeting dates
 - Review project scope:
 - Discuss goals of the Committee
 - Budget, schedule, desired outcomes
 - Discuss conditions that have changed
 - City Hall, Downtown Masterplan, Increased Parking, Development, etc
 - Discuss program
 - Homework for Committee and design team is to review and prepare to discuss at Meeting #2.
 - Discuss site/location.
 - Identify the location options that the City of Fargo and the Committee have identified for analysis.
 - Discuss if additional services are needed from design team for tours, etc. If so, discuss tour locations.
- Meeting 2: Working Meeting
 - Review program, define any changes to the program goals
 - Review preliminary site option analysis, define if further information and study is required.
- Meeting 3: Mid-point Review
 - Review preliminary financials update
 - Update to construction costs for inflation or revised program if needed.
 - Preliminary market analysis update
- Meeting 4: Working Meeting
 - Review updates to goals, design, study updates, site
 - Establish preliminary draft dates and review process
- Meeting 5: Working Meeting
 - Study update draft – review and comment
 - Preliminary report to City and other required entities
- Meeting 6: Review final study update
 - Program

- Financial
- Design
- Summary/Conclusions
- Identify Next Steps, if any
- Final Presentation to Committee and City Commission

OWNER RESPONSIBILITIES

Provide necessary information in a timely manner, including, but not limited to:

- Project goals/objectives
- Availability for effective meetings with required stakeholders
- Timely deliverable review, feedback and direction

COMPENSATION

For the Update to the Performance Center Feasibility Analysis as noted and limited above, JLG’s work effort and compensation shall be \$25,000 (Twenty-five thousand dollars).

If any of the above noted Potential Supplemental Scope’s Of Work are/or become desired, an updated proposal and compensation will be provided for review and mutual agreement prior to the commencement of work.

REIMBURSABLE EXPENSES

All final documents will be delivered electronically. Travel by JLG Architects with-in Fargo Moorhead community is included in the fixed compensation amount. Reimbursable compensation required for travel for design team members that are located outside of the greater Fargo metro area including HVS, and Schuler Shook. Travel costs will not be incurred without the Owner’s prior approval. If the Owner requests JLG to provided printing of promotional materials or other similar project related expenses, JLG will invoice the Owner at direct cost plus 10%.

OTHER

Ownership of Architect’s Instruments of Services:

- Documents prepared by the Architect are instruments of the Architect’s service and are for the Owner’s use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project, or termination of this Agreement by either party, the Owner’s right to use the instruments of service shall cease.
- The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project and aptly credit any/all drawings, renderings and other documents by including JLG’s logo or otherwise crediting JLG Architects by name in writing.

ATTACHMENTS

JLG Image Release

We look forward to working with you, and are happy to review this agreement with you in detail to answer any questions or concerns you may have.

Very best regards,

Scott Jordan Denny, AIA,
Principal, JLG Architects

Please sign and date below to acknowledge your acceptance of this proposal.

Client:

Date



**EXHIBIT B
JLG IMAGE RELEASE POLICY**

All photographic and rendered images provided with the title "15024 Fargo Performance Center" and related are owned and protected as property of JLG Architects.

Any use of these images, including but not limited to:

- Printing for any commercial or noncommercial use;
- Distributing, hosting, emailing, or redistributing electronically;
- Remote linking;
- Use in artistic recreations or any collage-based art;

is not permitted without giving credit to the Architect via placement of the JLG Logo or the name "JLG Architects" in any printed, online, or other use. Distribution of these images to other architecture, construction, engineering, or related firms is expressly prohibited. Further, no image shall be altered, re-touched or adjusted in any shape, manner or form without the EXPRESS WRITTEN CONSENT of JLG Architects.

A Royalty in the amount of 1% of the total Architectural Fee, or \$5,000, based on which is more, will be charged for each image use that does not meet the above specifications. Payment of this royalty does not limit any other rights JLG Architects has regarding use of their intellectual property.



⑦

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 29, 2018

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

RE: Dangerous Building located at 826 10th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 826 10th Street North. At its November 19th, 2018 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,

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

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson



FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 826 10th Street North, Fargo, North Dakota

Owner: Lee J. Allen, DBA ATD Properties

A hearing was held before the Board of City Commissioners of the City of Fargo on the 19th day of November, 2018 regarding property located at 826 10th Street North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Lee J. Allen, the owner of the property, appeared and provided testimony.

The Board heard the testimony offered by the inspections department and owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Lee J. Allen DBA ATD Properties is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot 10, Block 10 in the Harwoods 3rd Addition to the city of Fargo

The street address for which is: 826 10th Street North, Fargo, North Dakota, 58102.

2. That the subject property is vacant.

3. That on June 19 and July 25, 2018, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a multistory, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108 of the International Property Maintenance Code concerning dangerous structures.

4. That on July 25, 2018, Robert E. Harshberger, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects: the building is structurally unsound and infested with pigeons, extensive water damage exists, and the north foundation wall has buckled.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before June 19 and July 25, 2018, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 826 10th Street North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about August 20, 2018, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. The owner has not sufficiently presented cause why the "dangerous building" should not be demolished.

11. Despite being ordered that the building on the subject property should be demolished or necessary permits be obtained within 30 days of the notice, the owner has failed to do so.

12. That Inspections Department may secure the removal of this building if the owner fails to comply with all stipulations, described in the "Conditions Found Statement," and city ordinances by December 5, 2018. The required actions include: provide engineering on structure, mechanical, plumbing and electrical systems; provide structural plans; provide a list of licensed trades with plans; and, obtain a new permit and follow through with all necessary inspections.

13. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Lee J. Allen DBA ATD Properties, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 826 10th Street North, Fargo, North Dakota if compliance with Inspections Department’s stipulations and city ordinances are not met by the owner by December 5, 2018.

It is further ordered that Lee J. Allen DBA ATD Properties, or anyone else claiming an ownership interest in the building shall have 30 days from the date of service of this Order within which to demolish the “dangerous building” located at 826 10th Street North, Fargo, North Dakota if compliance with Inspections Department’s stipulations and city ordinances are not met by the owner by December 5, 2018.

It is further ordered that if the owner fails to demolish said “dangerous building,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of December, 2018.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: LEE J. ALLEN, DBA ATD PROPERTIES AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 826 10TH STREET NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the subject property may be demolished by the city of Fargo at any time on or after 30 days from the date of service hereof.

DATED this _____ day of December, 2018.

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

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

ATTEST:

Steven Sprague, City Auditor



Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 29, 2018

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

RE: Dangerous Building located at 1101 7th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are proposed Findings of Fact and an Order regarding the dangerous building proceeding for the property at 1101 7th Street North. At its November 19th, 2018 meeting, the report presented by Bruce Taralson, city of Fargo Building Official, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact, Order, and Notice.

Suggested Motion: I move to approve the Findings of Fact, Order, and Notice as presented.

Sincerely,

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

Alissa R. Farol
Assistant City Attorney

Enclosure

cc: Bruce Taralson



FINDINGS OF FACT AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1101 7th Street North, Fargo, North Dakota

Owner: Marilynn L. Kohler

A hearing was held before the Board of City Commissioners of the City of Fargo on the 19th day of November, 2018 regarding property located at 1101 7th Street North, Fargo, North Dakota. Bruce Taralson, Building Official, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Melody Drayton, the property owner's daughter, legal guardian and conservator of the estate, appeared and provided testimony. Alexander Diana, the property owner's grandson, legal guardian and conservator of the estate, additionally appeared and provided testimony.

The Board heard the testimony offered by the inspections department and family of the property owner, considered the reports, evidence and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Marilynn L. Kohler is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

West 108.7 Feet of Lot 1 and 12, Flemings Subdivision in the Chapins Addition to the city of Fargo

The street address for which is: 1101 7th Street North, Fargo, North Dakota, 58102.

2. That the subject property is vacant.

3. That on July 31, 2018, Bill Thompson, Building and Rental Housing Inspector to the city of Fargo, inspected the property and found the building, consisting of a multistory, wood-framed structure to be a dangerous building within the standards set forth in Article 21-04 of the Fargo Municipal Code and Section 108 of the International Property Maintenance Code

concerning dangerous structures.

4. That on July 31, 2018, Robert E. Harshberger, Deputy Assessor of the city of Fargo, performed an inspection on the property and determined that the estimated cost to repair the property would exceed fifty percent (50%) of the building value as established by the Fargo Assessment Department.

5. That the building is unsafe and is a dangerous building in the following respects: The building currently has no water or electricity, foundation and siding are in need of repair, the interior is full of rubbish with signs of rodent infestation, and the floors are covered in feces and are unsanitary.

6. Further, the City Commission finds that the following conditions exist with respect to the subject property:

- a. The structure has been damaged or deteriorated for more than fifty percent (50%) of its original value;
- b. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- c. The building it is unsafe or dangerous to the health, moral safety or general welfare of the people of the City of Fargo.

7. That the information in the files of the Inspection Department and the City Assessor's Office stemming from various inspections of the property on or before July 31, 2018, with respect to the subject property is hereby accepted as true and correct.

8. That the building located at 1101 7th Street North, Fargo, North Dakota 58102, is hereby found to be a "dangerous building."

9. Notice of Dangerous Building was posted on the property on or about August 2, 2018, in accordance with Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and the building demolished within 30 days from the date of the notice.

10. That the owner was properly served by certified mail with the Notice of Dangerous Building, dated Wednesday, August 1, 2018.

11. That the owner, her legal guardians and conservators of the estate, have not sufficiently presented cause why the “dangerous building” should not be demolished.

12. Despite being ordered that the building on the subject property should be demolished within 30 days of the notice, the owner has failed to do so, notwithstanding the numerous extensions granted by the Inspections Department. The extensions were granted because the Inspections Department and Planning Department were working with the owner’s legal guardian and conservator of the estate, Melody Drayton, to come to an agreement for the sale of the property prior to demolition.

13. That Melody Drayton has listed the property for sale in order to satisfy a mortgage on the property.

14. That the Inspections Department is willing to extend the demolition deadline to March 1, 2019 so that Melody Drayton may come to a solution regarding the sale of the property prior to demolition.

15. That Inspections Department may secure the removal of this building if the owner fails to demolish the building by March 1, 2019.

16. Any cost of demolition shall be assessed against the subject property in accordance with Fargo Municipal Code §21-0405(E).

ORDER

Based on the foregoing Findings of Fact, it is hereby ORDERED that Marilyn L. Kohler, or anyone else claiming an ownership interest, shall demolish the “dangerous building” located at 1101 7th Street North, Fargo, North Dakota by March 1, 2019.

It is further ordered that if the owner fails to demolish said “dangerous building” by March 1, 2019, the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against the subject property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of December, 2018.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor

NOTICE OF ENTRY OF ORDER

TO: MARILYNN L. KOHLER AND ALL OTHER PERSONS HAVING AN INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1101 7TH STREET NORTH, FARGO, NORTH DAKOTA 58102

YOU ARE HEREBY GIVEN NOTICE that you shall have 30 days from the date of service of Findings of Fact and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all in accordance with the appeal procedure set forth in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on the subject property may be demolished by the city of Fargo at any time on or after March 1, 2019.

DATED this _____ day of December, 2018.

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

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

ATTEST:

Steven Sprague, City Auditor



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November 27, 2018

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

Commissioners:

Following the Fargo Dome Authority (FDA) and City Commission's August award of FARGODOME Insurance Agent to Dawson Insurance, Dawson representatives presented proposals for property and liability coverage to the FDA at the FDA's November meeting on Monday.

After evaluating the proposals, the Fargo Dome Authority requests your approval of the award of 2019 insurance coverage, as follows:

Liability Coverage – coverage will remain with the incumbent, K&K Insurance, with an increase from \$15 million in excess liability to \$25 million. The market was unable to provide a competitive policy to beat the terms of the existing coverage.

Property Coverage – policy will to move from incumbent FM Global to Zurich National. As per the attached summary, Zurich provides the broadest coverage at the most competitive pricing relative to coverage.

Requested Motion: To approve the awards of 2019 liability insurance to K&K Insurance and 2019 property insurance to Zurich National as accepted by the Fargo Dome Authority at their meeting on November 26, 2018.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment



WORLD CLASS. LOCAL TOUCH.

Summary of Recommendations

Property:

Zurich National

Total Insured Value: \$194,481,034

Flood Coverage: \$25,000,000

Annual Premium

\$141,747

General Liability:

K&K Insurance

\$1,000,000 per Occ./\$2,000,000 Agg.

Liquor Liability \$1,000,000 per Occ./\$2,000,000 Agg.

Commercial Auto Insurance

Annual Premium

\$50,726

Excess Liability:

National Casualty Company

\$10,000,000 Primary Excess

Annual Premium

\$21,188

Excess Liability:

National Casualty Company

\$5,000,000 Excess of \$10,000,000

Annual Premium

\$5,250

Total Annual Premium

\$218,911

Option: \$15,000,000 Excess of \$10,000,000

\$15,750

Option: Zurich Valuation Assessment (Est)

\$7,500

Option: Marsh Valuation Assessment (Est)

\$14K - \$17K

MARS		2019 The FargoDome Authority - Coverage Comparison			
Carriers	Issuing Paper	Expiring	Affiliated FM (Quote)	Swiss Re (Quote)	Zurich (Quote)
	FM Global	FM Global	Affiliated FM	Swiss Re	Zurich
Limits of Liability					
Policy Limit	\$182,087,439	\$185,880,381		\$181,421,054	\$194,481,034
Flood					
Flood Per Occurrence / Annual Aggregate	\$100,000,000	\$10,000,000		\$10,000,000	\$25,000,000
Coverage Sublimits					
Business Interruption	12 Month	12 Month		\$4,389,327	36 Month
Communicable Disease	\$1,000,000	\$500,000		\$1,000,000	\$1,000,000
Contingent Time Element	\$25,000,000	\$5,000,000		\$5,000,000 Direct Unnamed Suppliers	\$10,000,000 for Direct Dependents TE
Crisis Management	30 Days	\$500,000; 30 Days		\$1,000,000	\$1,000,000
Equipment Breakdown	Included	Included		Included	\$181,421,054
Errors And Omissions	\$100,000,000	\$10,000,000		\$5,000,000	\$25,000,000
Extended Period of Liability/Indemnity (In Days)	90 Days	365 Days		365 Days	365 Days
Extra Expense	Included in Expediting	\$25,000,000		Included in Expediting	\$25,000,000
Law & Ordinance: A. Value Of Undamaged Portion That Was Demolished	Included	Included		Included	Included
Law & Ordinance: B. Demolition Of The Undamaged Portion	Included	Included		\$25,000,000	Included in C
Law & Ordinance: C. Increased Cost Of Construction	Included	Included		Included in B	\$25,000,000
Mold (Ensuing Coverage Only) - Aggregate	Included	Included		\$100,000	\$1,000,000
Service Interruption	\$10,000,000	\$10,000,000		\$10,000,000	\$10,000,000
Deductibles					
All Peril (AOP)	\$25,000	\$25,000 except \$100,000 for Wind/Hail		\$25,000	\$25,000
Flood Per Occurrence					
Flood Per Occurrence	\$500,000 combined all coverages for 1800 North University Drive, Fargo, North Dakota subject to NFIP provision within policy	\$500,000 per location		5% of the APPLICABLE VALUES, subject to a minimum of \$250,000 per OCCURRENCE	\$500,000 combined all coverages for 1800 North University Drive, Fargo, North Dakota subject to NFIP provision within policy

MARSH		2019 The FargoDome Authority - Financial Comparison					
Options	Expiring Program	Option 1	% Change	Option 2	% Change	Option 3	% Change
ALL RISK PROPERTY							
Insurer	FM Global	Affiliated FM		Swiss Re		Zurich	
Limits of Liability	\$ 182,087,438	\$ 185,880,381		\$ 181,421,054		\$ 194,481,034	NOTE: Limit increased to accommodate 36 months Business Interruption
Total Insurable Value (TIV)	\$ 182,087,438	\$ 185,880,381	2.08%	\$ 181,421,054	-0.37%	\$ 194,481,034	6.81%
All Risk Property Premium	\$ 172,631	\$ 160,854	-6.82%	\$ 105,000	-39.18%	\$ 131,487	-23.83%
TRIA Accepted	Included	\$ 32,548		\$ 10,000		\$ 5,259	
Total All Risk Property Premium	\$ 172,631	\$ 193,402	12.05%	\$ 115,000	-33.38%	\$ 136,746	-20.79%
Composite Property Rate per \$100 (including TRIA)	0.0948	0.1040	9.75%	0.0634	-33.14%	0.0703	-25.83%
Engineering Fee	\$ -	\$ 7,000.00		\$ 5,000.00		\$ 5,000.00	
Total Fee & Surcharge	\$ -	\$ 7,000.00		\$ 5,000.00		\$ 5,000.00	
Total Program Cost	\$ 172,631.00	\$ 200,402.00	16.09%	\$ 120,000.00	-30.49%	\$ 141,746.48	-17.89%
Notes	Please note: 172,631 = property premium prior to Membership Credit (15%); Paid 156,634 in 17/18 after credit			Potential Option: \$10M Flood Attachment, Deductible: needs amendment \$100k mold		Best Overall Option: \$25M Flood Attachment, Bus. Interruption period is 3 years, w/ increase in limit \$1,000,000 Mold	



Public Health
Prevent. Promote. Protect.
Fargo Cass 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: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 26, 2018

RE: AGREEMENT FOR SERVICES WITH WHITNEY
OXENDAHL \$1,000.00

The attached agreement is for services to write a food access related issue brief or blueprint for the Cass Clay Food Commission.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract agreement with Whitney Oxendahl.

DF/l
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 15th day of November 2018, by and between Fargo Cass Public Health ("FCPH"); and Whitney Oxendahl (Independent Contracting Consultant).

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

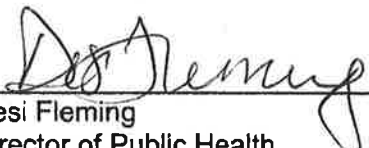
- A. Term of Agreement:** The parties entered into a written agreement for the period of November 15, 2018, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will research, coordinate and implement the development of two documents (Issue Brief/Community Snapshot) for the Cass Clay Food Commission (CCFC). Oversee potential interns and students assisting with the project. Draft documents will be written following current template, shared and discussed with the Steering Committee, presented to CCFC, and modified and revised as needed.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$500 for each document developed for a total of \$1,000.00 for research, presentation and completion of the documents.
- 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 Consultant and Fargo Cass Public Health on the date-executed below.


FARGO CASS PUBLIC HEALTH



 Desi Fleming
 Director of Public Health

Date 11/24/2018

CONSULTANT



 Whitney Oxendahl
 Independent Contractor

Date 11/15/18

 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: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 26, 2018

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.

DF/l
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 1st day of October 2018, 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 1, 2018, through September 30, 2019.
- B. Services to be provided by independent contractor:** Independent contractor will work closely with the Cass Clay Food Partners Steering Committee to implement and conduct the Cass Clay Food Commission meetings according to the Joint Powers Agreement guidelines; continue to provide guidance and administrative support for the Commission (keep minutes, compile and send out agenda packets, arrange room and technology for meetings, etc.). Oversee the Metropolitan Food Systems Plan update and network with local jurisdictions to incorporate food systems in city/county comprehensive and land development plans.
- 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 to be an employee of Fargo Cass Public Health for any other purpose.
- B.** This service agreement shall be governed by the laws of the State of North Dakota. 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

FM Metropolitan Council of Governments

By 
Desi Fleming, Director of Public Health

By 
Cindy Gray, Executive Director

Date 11/26/2018

Date 11/15/2018

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

Date _____



Public Health
Prevent. Promote. Protect.
Fargo Cass 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: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 27, 2018

RE: AGREEMENT BETWEEN RICHLAND COUNTY HEALTH
DEPARTMENT AND FARGO CASS PUBLIC HEALTH FOR NURSE
PRACTITIONER SERVICES FOR \$63.00 PER HOUR

The attached agreement is for a nurse practitioner from Fargo Cass Public Health to provide Family Planning services for the Richland County Health Department in Wahpeton, North Dakota.

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

Suggested Motion:

Move to approve the agreement with Richland County Health Department to provide nurse practitioner services.

DF/LS
Enclosure



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Richland County Health Department

413 3rd Avenue North

Wahpeton, ND 58075

Telephone (701) 642-7735 Fax (701) 642-7746

www.richlandcountyhealth.org

AGREEMENT BETWEEN
RICHLAND COUNTY HEALTH DEPARTMENT
AND
FARGO CASS PUBLIC HEALTH

An agreement to provide nurse practitioner for family planning services is hereby made between Richland County Health Department and Fargo Cass Public Health.
The parties agree as follows:

SERVICES PROVIDED:

Fargo Cass Public Health agrees to provide nurse practitioner for providing family planning client services on site a minimum of two times a month and telemedicine encounters as scheduling allows for Richland County Health Department. All services will be provided based on Richland County Family Planning policies, procedures and protocols.

COMPENSATION:

Compensation will be at a rate of \$63.00 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

PAYMENT:

Payment shall be made to Fargo Cass Public Health upon receipt of monthly billing statement.

TERMS OF AGREEMENT:

This agreement shall take effect January 1, 2019 and shall terminate December 31, 2019. Continued services will be considered and subsequent agreement will be written if needed.

Termination of the Agreement of a date earlier than that stated may occur after given thirty (30) day notice by either Richland County Health Department of Fargo Cass Public Health.

INDEMNIFICATION:

The Richland County Health Department agrees to indemnify, hold harmless and defend Fargo Cass Public Health, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the actions of any nurse practitioner in the course of providing services outlined in this agreement or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over Fargo Cass Public Health.

IN WITNESS THEREOF, the parties have executed this Agreement of the dates set out below:

11-27-18
Date

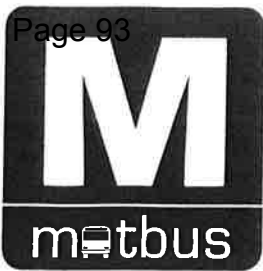
Deb Flack
Deb Flack, Administrator
Richland County Health Dept
Wahpeton, ND

11-27-18
Date

Desi Flemming
Desi Flemming, Director
Fargo Cass Public Health
Fargo, ND

Date

Timothy J. Mahoney
Mayor, City of Fargo



(13)

MATBUS

650 23rd Street North
Fargo, ND 58102-4100
Phone: 701.241.8140
Fax: 701.241.8558
Online: matbus.com

go green  ride with us!

December 3rd, 2018

The Honorable Board of City Commissioners
City of Fargo
200 Third Street North
Fargo, North Dakota 28102

RE: Sole Source Purchase for Vendor Specific Parts and Service

Commissioners,

When purchasing repair parts and servicing many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the Companies have protected dealerships and we are only able to purchase replacement parts and receive service from their regional Vendors or in some cases directly from the manufacturer.

We have reviewed the parts purchases and services we have received in 2018 from these Companies or their Regional Vendor and have identified three (3) that exceed \$25,000.00 in a calendar year.

Based on past purchasing history the following amounts are expected in 2019.

Summary of Sole Source Procurement Forms attached;

Interstate Power System	\$125,000.00
New Flyer Industries	\$180,000.00
Cummins NP	\$125,000.00

RECOMMENDED MOTION: I/we move to approve the Sole Source Purchase for the purchase of parts and service in 2019 for Vendor Specific parts and service from Interstate Power System, New Flyer Industries and Cummins NP for the amounts listed.

Respectfully Submitted,

Jordan Smith
Transit Fleet and Facilities Manager



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Cummins NP

Estimated Dollar Amount of Purchase:

\$125,000

The project/service is required to:

Service, repair, and rebuild the Cummins engines on the Transit Buses. Purchase parts for repair on Cummins Engines

Page 95
Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Cummins is the original manufacturer of the engine and have the experience and tooling to do the job right. Also Cummins is the only outside vendor trusted to make repairs on Cummins engines on a Transit Bus, since they work extensively with the bus manufacturer for the application.

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

NA

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

Page 26 Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA

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

NA

Signature: 
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: Nov 20, 2018

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

 (Requestor initials)



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Interstate Power Systems

Estimated Dollar Amount of Purchase:

\$125,000

The project/service is required to:

Service, repair, and rebuild the Allison Transmissions on the Transit Buses. Purchase parts for repair on Allison Transmissions Allison Distribution Branch

Page 99 Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Allison is the original manufacturer of the Transmission and Interstate Power has the experience and tooling to do the job right.
Also Interstate Power is the only outside vendor trusted to make repairs on Allison Transmissions on a Transit Bus, since they work extensively with the bus manufacturer for the application.

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

NA

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

Page 100 Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA

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

NA

Signature: 
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: Nov 20, 2018

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

 (Requestor initials)



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

New Flyer --- The Aftermarket Parts Company, LLC (NFI Parts)

Estimated Dollar Amount of Purchase:

\$180,000

The project/service is required to:

Purchase Metro Bus parts for the repair of New Flyer and Orion buses.

Page 163 Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

New Flyer is the Manufacturer of the New Flyer buses Fargo operates and they also aquired the Orion Bus Company which Moorhead still owns 2.
Metro Transit has 41 New Flyer Buses, and 2 Orion Buses.
The parts we order are direct from the manufacturer and only available from them.

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

No other sources exist for New Flyer specific parts.

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

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

No other vendors were considered as no other vendors makes parts specific to New Flyer.

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

Signature: 
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: Nov 20, 2018

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

 (Requestor initials)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Project No. FM-15-F2

Type: Time Extension (CO #4)

Location: River Dr, Hackberry Dr & Harwood Dr

Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	12/3/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension for Industrial Builders due to wet conditions. Houston Engineering has reviewed the request and is recommending approval of 7-days to be added to the Substantial Completion Date due to the inability to haul material and waiting for the soil to dry prior to seeding. Final Completion date will remain unaffected.

Staff is recommending approval of a 7-day time extension.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of the time extension (CO #4) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #4).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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


COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
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ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: PWPEC
From: Rob Hasey, Civil Engineer I, Storm Sewer Utility
CC: Jody Bertrand, Division Engineer
Date: 11/26/2018
Re: Project #FM-15-F2 – Change Order #4 Time Extension Request

Background:

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

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

Industrial Builders has submitted a time extension request that has been reviewed by Houston Engineering, the City's consultant managing inspection and construction of the project. Houston is recommending approval of adding 7 calendar days (6 working days) to the contract due to the Contractor's inability to haul material into the project from their borrow pit and also for waiting for soil to dry prior to seeding.

The previously revised Substantial Completion Date is November 2, 2018. The modified Substantial Completion Date is proposed to be November 9, 2018. The Contractor finished all work on the project on November 8, 2018. The Final Completion Date of June 1, 2019 remains unaffected.

Recommended Motion:

Approve Change Order #4 as shown:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 19, 2018 Final – June 1, 2019	Substantial – November 2, 2018 -	Substantial – November 9, 2018 -

MEMO



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

To: Rob Hasey – City of Fargo **From:** Bjorn Berg
Date: November 1, 2018 **Subject:** Time Extension #3 – FM-15-F2

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

In a previous time extension, the Contractor was given an additional 12 working days for the substantial completion date. This time extension would grant the contractor an additional 6 working days for the substantial completion date due to the weather related delays from October 15th to November 1st.

There is no adjustment to the final completion date with this time extension. Additional documentation on these delay calculations are included on the attached.

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

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

2. COMPLETION

Substantial Completion Date: ~~October 19, 2018~~ ► Revise to November 2, Revise to November 9, 2018.

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

\\Fargo\BSS\00000044_009_073\New 2\Content\By Request\Change Order\Time Extension\Report\3-5\WaterProject\Emo-Rob Hasey-River Drive Levees\Time Extension\Report\06/06/2018\06/06/2018.DRAFT.docx

City of Fargo No. FM-15-F2 - Harwood, Hackberry, River Drive Levees, Phase 2
 Contractor: Industrial Builders, Inc.
 Engineer - Houston Engineering, Inc. (6059-072) - Period 8/1/2018 through 11/1/2018



Time Period	Typical Anticipated Work Days Lost (1)	2018 Work Days Lost	Additional Justified Days	Precip Data (2)	Comments
January	20				
February	15				
March	9				
April (1-15)	3				
April (16-30)	2				
May	4				
June	5				
July	4				
August	3	5	2	8/26 (1.63"), 8/27- (0.28")	8/27-31 (M-F) = 5 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit.
September	3	6	3	9/20 (1.71"), 9/24-27 (0.15")	9/20-21 (Th-F) + 9/24-27 (M-Th) = 6 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit.
October	3	16	13	10/2-5 (0.45") 10/7-10-11 (1.52") 10/15-16 10/25-27 (0.32") 10/29	10/3-6 (W-S) = 4 days. Not able to haul in clay import due to wet site conditions on site and in borrow pit. 10/8-13 (M-S) = 6 days. Colder than average temperatures do not allow the site to dry after storms. 10/15-16 (M-T) = 2 days Not able to haul in clay from last week's precipitation 10/25-27 (Th-S) = 3 days additional moisture does not allow clay import 10/29 (M) = 1 day additional moisture does not allow clay import
November (1-14)	2				
November (15-30)	5				
December	17				
TOTALS		27	18		

(1) Table 1803-2 from MNDOT Standard Specifications (2018)

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

Industrial Builders, Inc.

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



General Contractors

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

10/31/18

FM-15-F2

Robert Hasey
City of Fargo
225 4th St N
Fargo, ND 58102

Rob:

Industrial Builders, Inc is requesting the following days be counted as rain days where clay couldn't be hauled on site and seeding attempts wouldn't have met specifications.

- 8/26/18 to 8/31/18 – 1.91” precipitation
- 9/20/18 to 9/21/18 – 1.71” precipitation
- 9/24/18 to 9/27/18 – 0.15” precipitation wet conditions from previous week
- 10/2/18 to 10/5/18 – 0.45” precipitation
- 10/6/18 to 10/13/18 - 2.5” precipitation
- 10/15/18 to 10/16/18 – Wet conditions from the previous week
- 10/25/18 to 10/27/18 – 0.32” precipitation
- 10/29/18 – Wet conditions from the previous week.

We have lost 6 additional days of work in October due to rain and wet conditions for seeding.

Sincerely,
Industrial Builders, Inc.

Erik Diederich
Director of Business Development

Cc: Bjorn Berg – Houston Engineering



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No: FM-15-F2 Change Order No: 4
 Project Name: Flood Risk Management
 Date Entered: 11/20/2018 For: Industrial Builders 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: Add days to contract for weather delays
 Add 7 calendar days (6 working days)

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 # 4 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
34,261.00										
806,698.90										
840,959.90										

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/02/2018	06/01/2019	7.00	0.00	11/09/2018	06/01/2019

Description

APPROVED

Erik Dudanich
 FBI
 Director Business Development

Erik Dudanich
 FBI
 Director Business Development

APPROVED DATE
 Department Head

[Signature]

11/29/18

For Contractor

Title

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No. FP-17-A1 Type: Negative Final Balancing Change Order #3

Location: SW ¼ of I94/I29 Interchange Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for FBCO #3 in the amount of \$-23,091.45, bringing the total contract amount to \$283,253.15. This work is to rectify grading along the easement and within the pond.

Staff is recommending approval of Negative Final Balancing Change Order #3.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of FBCO #3.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #3 in the amount of \$-23,091.45 to Excavating, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Funds (TIFF)

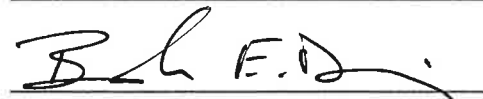
Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 Letter of Credit required (per policy approved 5-28-13)

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM
Engineer II-Storm Water/Flood Plain
Date: November 20, 2018
Re: Project #FP-17-A1 Regional Detention Pond & Storm Water Collection System Final Balancing Change Order #3

Background:

Project FP-17-A1 Regional Detention Pond & Storm Water Collection System was developed to provide a regional storm water detention and collection system for development in the 30th Avenue South and 41st Street South area.

Attached is Final Balancing Change Order #3, for \$-23,091.45. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	271,839.00
Change Order #1	\$	1,012.50
Change Order #2	\$	33,493.10
FBCO #3:	\$	-23,091.45
Total Contract:	\$	283,253.15

Infrastructure Funds (TIFF) funded all costs.

Recommended Motion:

Approve Final Balancing Change Order #3 to Excavating, Inc. for \$-23,091.45.

Attachment

C: Tom Knakmuhs



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

Project No	FP-17-A1	Change Order No	3
Project Name	Regional Detention Pond & Storm Water Collection System		
Date Entered	10/10/2018	For	Gladen Construction Inc.

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

EXPLANATION OF CHANGE: 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	2	Site Grading	SY	25,000.00	0.00	25,000.00	-10,723.00	14,277.00	0.40	-4,289.20
	3	Topsoil - Spread	CY	3,000.00	0.00	3,000.00	-620.00	2,380.00	2.80	-1,736.00
	4	Seeding Type B	SY	25,000.00	0.00	25,000.00	-10,185.00	14,815.00	0.30	-3,055.50
	5	Mulching Type 1 - Hydro	SY	25,000.00	0.00	25,000.00	-10,185.00	14,815.00	0.35	-3,564.75
	7	F&I Driveway 6" Thick Reinf Conc	SY	320.00	0.00	320.00	-25.00	295.00	63.00	-1,575.00
Miscellaneous Sub Total (\$)										-14,220.45
Storm Sewer	11	F&I Pipe 15" Dia Reinf Conc	LF	285.00	0.00	285.00	9.00	294.00	49.50	445.50
	14	F&I Pipe 48" Dia Reinf Conc	LF	815.00	0.00	815.00	-41.00	774.00	124.50	-5,104.50
	17	F&I Manhole 5' Dia Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	3,710.00	3,710.00
	18	F&I Manhole 7' Dia Reinf Conc	EA	2.00	0.00	2.00	-1.00	1.00	9,915.00	-9,915.00
Storm Sewer Sub Total (\$)										-10,864.00
Erosion & Sediment Control	22	Sediment Control Log 6" to 8" Dia	LF	30.00	0.00	30.00	-10.00	20.00	3.50	-35.00
	23	Inlet Protection - Existing Inlet	EA	13.00	0.00	13.00	-13.00	0.00	150.00	-1,950.00
	25	Temp Construction Entrance	EA	1.00	0.00	1.00	1.00	2.00	3,000.00	3,000.00
	26	F&I Splash Pad 9" Thick Reinf Conc	SY	20.00	0.00	20.00	23.00	43.00	198.00	4,554.00
	27	F&I Rip Rap Rock	CY	25.00	0.00	25.00	-15.00	10.00	125.00	-1,875.00
	28	Silt Fence - Standard	LF	2,100.00	0.00	2,100.00	-777.00	1,323.00	2.00	-1,554.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Erosion & Sediment Control	38	Sediment Control Log 6" to 8" Dia	LF	368.00	0.00	368.00	-42.00	326.00	3.50	-147.00
Erosion & Sediment Control Sub Total (\$)										
Summary										
Source Of Funding										
Net Amount Change Order # 3 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/01/2018		0.00	0.00	07/01/2018	

APPROVED

For Contractor: *[Signature]* Approved Date: Department Head: *[Signature]* 11/29/18
 Title: Controller Mayor Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Project No. SN-18-C0

Type: Amendment #1

Location: City Hall and City Centre Lofts

Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	12/3/2018
PWPEC File	X
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding Amendment #1 in the amount of \$9,140.00 for added items outside of the original contract's scope.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Amendment #1.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Amendment #1 with Houston Engineering in the amount of \$9,140.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: City Hall Construction Funds

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

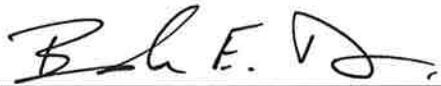
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: PWPEC

From: Nathan Boerboom, Division Engineer

Date: 11/21/2018

Re: New Sidewalk Construction & Incidentals
Project #SN-18-C0 Contract Amendment #1

Earlier this year, the City contracted with Houston Engineering to complete the design and bidding documents for the sidewalk and retaining wall construction adjacent to City Hall. The contract amount to complete this work was \$25,000.00. Since the execution of the contract, the City has added items that were out of the original contract's scope.

The key items that were added to Houston's contract by the City were the creation of a second set of bidding documents, which were necessary due to no bids being received on the original bid solicitation, and assistance for review of the structural retaining wall shop drawings, which were required due to the complexity of the submitted retaining wall. Review of the shop drawings also required meetings with City staff, Houston Engineering staff and the Contractor to discuss the details of the shop drawings.

None of these items were part of the original scope of work provided to Houston. Therefore, staff is recommending approval of the proposed contract amendment of \$9,140.00.

Attached with this memorandum is the proposed contract amendment from Houston Engineering.

Recommended Motion:

Approve Contract Amendment #1 to Houston Engineering for a total of \$9,140.00 for the work they have completed that was out of scope of their original contract with the City.

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT
AMENDMENT No. 1 - FOR ADDITIONAL SERVICES

Project: City of Fargo Project No. SN-18-C2 New Sidewalk Construction & Incidentals
Amendment No. 1 – Rebid, Submittal Review, and Construction Meetings
HEI Project No. 6059-0154

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is intended to provide additional engineering services for creation of re-bidding documents, an addendum to those documents to incorporate additional elements into the project that was not in the original planset, creation of a survey drawing to allow for City of Fargo crews to stake the project, submittal review, and meetings during construction.

The scope of work includes details as follows:

1. Creation of an ACAD survey drawing for use by the City of Fargo survey crew.
2. Attendance of several construction meeting with the City and Contractor.
3. Creation of "Re-Bid" documents for a second round of Contractor bidding.
4. Creation of an addendum to add additional features to the project that were not in the original scope.
5. Review of Contractor submittals.

Fee: The total fee for the above described tasks is \$9,140.00.

Bismarck	P	701.323.0200	F	701.323.0300	Minot	P	701.852.7931	F	701.858.5655
Maple Grove	P	763.493.4522	F	763.493.5572	Thief River Falls	P	218.681.2951	F	218.681.2987



Page 2

Time breakout for the associated work can be provided to the City upon request. Additional work required beyond the amount stated above will be billed at our current hourly rates.

Conditions: Services have been provided and will be invoiced and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Signature:  _____

Title: _____

Title: Project Engineer

Date: _____

Date: 11-20-2018

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Project No. FM-15-K1 Type: Wetland Credit Purchase
 Location: Rose Coulee Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed a communication from Project Manager, Roger Kluck, regarding the flood control project on the north side of Rose Coulee. During review of the project by the State Water Commission, it was identified that a Corps of Engineer's permit would be needed. An alternative to the Corp of Engineer's permit would be to purchase wetland credit. Our consultant has determined that the purchase of wetland credits from Ducks Unlimited would be more cost efficient.

Staff is recommending approval of the purchase of wetland credits from Ducks Unlimited, Inc. for \$50,000.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the purchase of wetland credits from Ducks Unlimited, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the purchase of wetland credits from Ducks Unlimited, Inc. in the amount of \$50,000.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)


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

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: PWPEC

From: Roger E Kluck, PE, CFM
Civil Engineer II, Storm Water/Flood Plain

Date: 11/20/2018

Re: Project #FM-15-K1 Rosewood Area Flood Risk Management Project Wetland Mitigation

Background:

Project FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018.

The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. During review of the project by the State Water Commission, it was identified that a Corps of Engineer's permit would be needed. The submission of a project for Corps of Engineer's 404 permitting includes review of the project area for the presence of wetlands. This inspection by our consultant, KLJ, identified two areas within the project limits qualifying as a Federal Wetland. In order to mitigate construction effects to a wetland you either have to replace it on site or near the site with a newly created wetland similar in nature to the one being affected, subject to approval by the Corps of Engineers or purchase a wetland credit from an entity that has created wetlands that are acceptable to the Corps of Engineers. Our consultant determined that it was more time and cost efficient to purchase the wetland credit. We contacted Ducks Unlimited to inquire into purchasing wetland credits to mitigate the wetlands filled as part of our flood control project. The proposal from Ducks Unlimited, Inc. is attached. The mitigation credit cost is \$50,000.00. The credit amount of \$50,000.00 would be paid for with Sales Tax Funds-Flood Control-460.

The requested wetland credit is necessary to complete the project, has been reviewed, and is reasonable.

Recommended Motion:

To approve the requested purchase of wetland credits from Ducks Unlimited, Inc. for \$50,000.00.



Great Plains Regional Office
2525 River Road
Bismarck, ND 58503-9011
(701) 355-3500 • Fax (701) 355-3575
www.ducks.org

November 19, 2018

INVOICE # GPRO-DEFINV-2019-54

TO: City of Fargo
200 N 3rd Street
Fargo, ND 58102

FROM: Ducks Unlimited, Inc.
2525 River Road
Bismarck, ND 58503-9011

FOR: Wetland Mitigation credits through the Ducks Unlimited – North Dakota In-Lieu Fee program approved by the Army Corps of Engineers.

Red River Basin:

- 1.0 wetland credits per Permit # NWO-2018-00714-BIS

Total Due: \$50,000.00

Please make check payable to Ducks Unlimited, Inc. and send to the address listed above.

Thank you.



November 21, 2018

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

**Re: Ivan Lima Jr. – Purchase Agreement
Project #FM-19-B**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Ivan Lima Jr.** Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 771 Royal Oaks Drive North from **Ivan Lima Jr.** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **Ivan Lima Jr.**, the identified owner of the property located at 771 Royal Oaks Drive North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Eight (8), Block One (1) of Broadway North First Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

Property Address: 771 Royal Oaks Drive North, Fargo, ND.

WHEREAS, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

WHEREAS, Seller accepted Buyer's offer to purchase in accordance with the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. **Subject Matter**. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.

2. **Purchase Price**. The purchase price for the Property is Two Hundred and Thirty-two Thousand One Hundred Twenty-five dollars (\$232,125), which sum includes relocation and moving expenses.

3. **Payment of Purchase Price**. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. **Salvage**. Seller shall be allowed to remove from the property personal property, appliances, washer and dryer, and other property not permanently affixed to the structure. Seller shall remove and install all items in a professional manner, and if necessary engage a professional licensed contractor. Seller agrees to remove all salvage and install all replacement items prior to giving City possession of the property.

5. **Abstract**. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than December 6, 2018. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

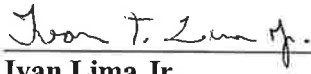
9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 21 day of NOVEMBER, 2018.

(Signatures on following page.)

SELLER:



Ivan Lima Jr.

DATED this ____ day of _____, 2018.

BUYER:
City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D. Mayor



November 28, 2018

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

**Re: Tracy Lynn Lind – Purchase Agreement
Project #FM-19-B**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Tracy Lynn Lind**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 701 Royal Oaks Drive North from **Tracy Lynn Lind** in association with Project #FM-19-B and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **Tracy Lynn Lind**, the identified owner of the property located at 701 Royal Oaks Drive North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot
PT BLK 1 LYING NLY OF THE FOLL DESC LN: COMM AT THE NE COR OF SD BLK 1; THEN S 01 DEG 43 MIN 00 SEC E (ASSMD BRG), ALG THE ELY LN OF SD BLK 1, FOR A DIST OF 287.39 FT TO A PT OF TANG CURVE TO THE RT, RAD 905.37 FT; THEN SLY, ALG THE ELY LN OF SD BLK 1 & ALG SD CURVE TO THE RT, FOR A DIST OF 11.00 FT, CENT ANGLE OF 00 DEG 41 MIN 46 SEC TO THE TRUE PT OF BEG OF THE LN TO BE DESC; THEN N 54 DEG 16 MIN 57 SEC W FOR A DIST OF 26.21 FT TO A PT OF INTER W/ THE WLY LN OF SD BLK 1, SD LN THERE TERM

Block One (1)

Supplemental Description
REPLAT OF BROADWAY NORTH 2ND ADDN (01/16/1998 B-Q, P-35)
REPLATTED LT 4 & 5 BROADWAY N 3RD
ADDN (9/17/03, B-T1, P-92) *1/4/12 #11-076 DOC #11332090 & DOC #1332594
*PETITION SPL FROM
01-7170-00010-000

Addition Name
VRT

Property Address: 701 Royal Oaks Drive North, Fargo, ND.

WHEREAS, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

WHEREAS, Seller accepted Buyer's offer to purchase in accordance with the terms herein;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. Purchase Price. The purchase price for the Property is Six Hundred and Twenty-One Thousand dollars (\$621,000.00), which sum includes relocation and moving expenses.
3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. Salvage. Seller shall be allowed to remove from the property personal property, appliances, washer and dryer, and other property not permanently affixed to the structure. Seller shall remove and install all items in a professional manner, and if necessary engage a professional licensed contractor. Seller agrees to remove all salvage and install all replacement items prior to giving City possession of the property.

5. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than February 28, 2019. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 28th day of November 2018.

(Signatures on following page.)

SELLER:


Tracy Lind

DATED this ____ day of _____, 2018.

BUYER:

City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D. Mayor

20

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: MSA RFP

Location: City Wide

Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Tom Knakmuhs</u>

Three years ago the Engineering Department solicited Consultants to participate in a Master Services Agreement (MSA) to provide services to the City in the following categories:

1. Engineering:
 - a. Civil Engineering (New Development/Master Planning)
 - b. Civil Engineering (Replacement & Reconstruction)
 - c. Civil Engineering (Water Resources)
 - d. Civil Engineering (Structural Design)
 - e. Transportation Engineering
 - f. Geotechnical Engineering (Excludes construction materials testing)
 - g. Construction Engineering and Staking (Project Management, including onsite construction inspection and surveying.)
 - h. Electrical Engineering (Lift Station Control Panel)
 - i. Asbestos Testing
2. Land Surveying:
 - a. Topographic Surveys
 - b. Legal Descriptions
 - c. Plat Preparation
3. Land Management Services
 - a. Appraisals
 - b. Relocation Assistance

The MSA is a valuable tool that saves time and provides necessary resources for projects that are smaller or time sensitive. It also meets the City's purchasing requirements for the use of qualified consultants within specialized areas.

19 Consultant firms were selected covering the various categories and 52 task orders were executed totaling \$2,864,821 in work.

Staff is recommending approval to seek Consultants for an additional three year term in the categories listed above.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval to assemble, advertise and receive proposals from professional Consultants for a three year Master Services Agreement.

RECOMMENDED MOTION

Concur with PWPEC recommendation and authorize Engineering to assemble, advertise, and receive proposals from professional consultants for a three year Master Services Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____


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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

ATTEST:



 Brenda E. Derrig, P.E.
 City Engineer



Memorandum

To: PWPEC
From: Tom Knakmuhs, Assistant City Engineer
Date: 11/26/2018
Re: Request to advertise for Master Service Agreements with Professional Consultants

Each year there are times when the Engineering Department needs assistance from professional consultants to aid in the development of capital improvement projects. This assistance is typically needed because we have either fully obligated our internal resources or we are in need of specialized technical assistance.

Under the normal process for selecting consultants with a Request for Proposals, it takes approximately 8 weeks from inception to contract approval. We have found that a Master Service Agreement (MSA) provides us with a pool of qualified professional consultants and allows us to be more responsive to scopes of work that are smaller or time sensitive. In our current three year MSA (2016 through 2018), we have issued 52 Task Orders to 13 different consultants with a total value of \$2,864,821.

The selection of a consultant through the proposed MSA (2019 through 2021) would remain unchanged from our current practice, which is to send out a scoping document to consultants requesting a not-to-exceed quote and availability status. These quotes are then reviewed by staff and recommendation of award is based on cost and consultant availability. The task order approval policy would also remain unchanged, which requires:

- City Engineer approval \$15,000 or less
- PWPEC approval \$15,001 to \$150,000
- PWPEC and City Commission approval over \$150,000

I believe the use of the Master Service Agreement for professional services is a good tool for the City of Fargo Engineering Department and I encourage the Committee to support another three year MSA.

Recommended Motion:

Direct staff to assemble, advertise, and receive proposals from professional consultants for the consideration of a three year Master Service Agreement ending in December 2021.

REPORT OF ACTION

UTILITY COMMITTEE

(21)

Project No. WA1862 Type: WTP Ozone Improvements.

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 11/1/18

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/18</u>
Project File	<u> </u>

Troy Hall, Water Utility Director, presented the attached memo related to a task order proposal with Apex Engineering for engineering services related to ozone system improvements in the Lime Softening Water Treatment Plant (LSWTP). Ozone is an aggressive and corrosive chemical. With over 21 years of continuous ozone operation, there are some severe corrosion issues – primarily piping – in the LSWTP. The proposed task order aims to remedy corrosion issues and improve employee safety/equipment access. These are near-term, essential improvements and targeted for construction in 2019. Considering the severity of the corrosion and safety issues, this is a rapid timeline for design and construction.

Discussions with WTP maintenance staff indicate that routine maintenance for the ozone contactors cannot be realistically accomplished in 2019 without addressing the piping condition issues. The risk of failure is significant with numerous damaged fittings and the fact that ozone is the primary EPA disinfectant in the LSWTP. Water Utility staff was waiting for the new Membrane WTP to be in service prior to addressing ozone system issues in the LSWTP. This was in order to simultaneously take ozone equipment safely out of service, maintaining EPA compliance through normal designed operations, and meet typical customer water demands.

The second part of the task order is to examine long-term improvements that may benefit WTP staff and water customers. Ozone improvements are in the 2019 budget and will be funded through a State Revolving Fund (SRF) loan that is already approved by the North Dakota Industrial Commission.

Water Utility staff recommends that the proposed scope of work is important for successful updates to the ozone system in the Lime Softening Water Treatment Plant:

<u>Task Number</u>	<u>Task Name</u>	<u>Amount</u>
Task 1.0	Project Management	\$ 37,500
Task 2.0	Near-Term Safety Improvements	\$115,000
	*Letter Report	
	*Design and Bidding Services	
Task 3.0	Preliminary Design Report	\$114,500
	*Ozone/AOP Long-Term Improvements	
	Total	\$267,000


Task Order Funding Source: Ozone system improvements in the LSWTP are in the 2019 budget and 20-year Capital Improvement Plan (CIP). An EPA State Revolving Fund (SRF) loan was approved in March 2018, identifying ozone improvements on the loan project list. Engineering services under Apex Task Order #2 will be paid through Fund 501/Division 3055 until they can be reimbursed with the SRF loan through the North Dakota Department of Health.

MOTION:

On a motion by Brian Ward, seconded by Mark Miller, the Utility Committee voted to approve Apex Task Order #2 in a total amount of \$267,000 for engineers service related to ozone system improvements.

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

ATTEST:



Troy B. Hall
Water Utility Director

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

MEMORANDUM

October 26, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director **TBH**

Re: Apex Task Order #2 – Ozone Improvement

Introduction

Attached, please find a task order proposal from Apex Engineering Group (Apex) for services related to ozone system improvements in the existing, Lime Softening Water Treatment Plant (LSWTP). Of immediate concern, there are severe corrosion issues with the existing ozone system after 21 years of continuous operation. In addition, there are concerns about worker safety during maintenance and equipment access. These are the first items to be evaluated as part of this task order. The second major portion of the task order will be a Preliminary Design Report to address long-term improvements and technology changes.

Ozone improvements were part of the LSWTP Facility Plan – Phase 2 and are in the Water Utility Capital Improvement Plan (CIP). Ozone system improvements are in the 2019 budget with improvements planned following Membrane Water Treatment Plant (MWTP) startup.



Piping in the ozone generation room. The mixing of ozone with outside air results in nitric acid in downstream piping and corrosion issues where gas interfaces with water.

Background

The following is relevant information for consideration related to the proposed task order:

- The current ozone system in the Lime Softening Water Treatment Plant (LSWTP) has been in service since 1997 with very few changes during that time.
- The ozone system combines undried air with ozone. This produces nitric acid, causing corrosion to piping and fittings downstream. There are significant corrosion issues and deterioration of ozone contacting equipment.
- Access by WTP staff for routine maintenance and repairs is sometimes difficult and causes safety concerns. With WTP staff input, modifications to the existing ozone equipment can improve safety and access for maintenance.
- The ozone system has performed well and benefited water quality to Fargo customers for over 21 years. The construction following the proposed task order would likely keep the system operation similar to what has been in place.

Scope of Services and Task Order Details for the Risk Management Plan Update

Water Utility staff recommends that the proposed scope of work is important for the successful update of the EPA-required Risk Management Plan for Fargo Water Treatment Plant:

<u>Task Number</u>	<u>Task Name</u>	<u>Hours</u>	<u>Amount</u>
Task No. 1.0	Project Management	24	\$ 37,500
Task No. 2.0	Near-Term Safety Improvements *Letter Report *Design and Bidding Services	42	\$115,000
Task No. 3.0	Preliminary Design Report *Ozone/AOP Long-Term Improvements	58	\$114,500
Total			\$267,000

Financial Considerations

The ozone system improvements are part of the 2019 budget and intended to follow immediately after Membrane Water Treatment Plant (MWTP) startup. The funding for ozone improvements was approved as part of an EPA State Revolving Fund (SRF) loan that includes several water system improvements. For the ozone improvements, engineering and construction costs will be paid out of Fund 501/Division 3055 until they can be reimbursed by the North Dakota Department of Health (NDDH). NDDH administers the SRF loan program for North Dakota.

SUGGESTED MOTION:

Approve Task Order #2 with Apex Engineering Group in the amount of \$267,000 for engineering toward ozone system improvements in the Lime Softening Water Treatment Plant.

Your consideration in this matter is greatly appreciated.

This is Task Order No. <u>02</u> consisting of <u>12</u> pages.
--

Task Order No. 02

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: October 23rd, 2018
- b. Owner: City of Fargo – Water Division
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): Ozone Improvements
- e. Specific Project (description): Planning, Design and Bid Period Services for Near-Term Ozone Safety Improvements – Phase I and Planning for Long-Term Ozone Improvements – Phase II

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

as follows: *See attached Scope of Services*

~~B. Resident Project Representative (RPR) Services~~

~~If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.~~

~~C. Designing to a Construction Cost Limit~~

~~Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.~~

D. Other Services

Engineer shall also provide the following services: *None*

E. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

Task Order Form

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 and American Society of Civil Engineers. All rights reserved.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

as follows: *None*

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: *Attached Scope of Services*

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Phase/Task</u>	<u>Completion Date (week of)</u>
Preliminary Activities	
Execute Engineering Agreement Task Order	November 1 st , 2018
Kickoff Meeting with City Personnel	November 12 th , 2018
Task 2.0 - Major Milestones	
Draft Letter Report for Near Term Imp.	December 18 th , 2018
Finalize Letter Report for Near Term Imp.	January 4 th , 2019
60% Const. Documents to City Staff	February 22 nd , 2019
95% Const. Documents to City Staff	April 1 st , 2019
Final Const. Documents to City Staff	April 26 th , 2019
Advertise for Bids	April 26 th , 2019
Award Bid to Lowest Responsible Bidder	May 24 th , 2019
Task 3.0 - Major Milestones	
Update on Pre. Design Report with City Staff	March 4 th , 2019
Draft Design Report to City Staff	September 9 th , 2019
Final Design Report to City Staff	October 7 th , 2019

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Task No. 1.0 – Project Management	\$37,500	Lump Sum
b. Task No. 2.0 – Letter Report, Design and Bidding Services for Near Term Safety Improvements	\$115,000	Lump Sum
c. Task No. 3.0 – Ozone/AOP Long Term Improvements Preliminary Design Report	\$114,500	Lump Sum
TOTAL COMPENSATION (lines 1.a-c)	\$267,000	Lump Sum

Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: *Carollo*

8. Other Modifications to Agreement and Exhibits: *None*

9. Attachments: *Scope of Services – Ozone Improvements*

10. Other Documents Incorporated by Reference: *None*

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is *October 23rd, 2018*.

OWNER:

ENGINEER:

By: City of Fargo

By: Apex Engineering Group, Inc.

Name: Dr. Tim Mahoney

Name: 
Thomas J. Welle, PE

Title: Mayor

Title: President & CEO

Date: _____

Date: 10/23/18

Engineer License or Firm's Certificate No. (if required): COCP #975C

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy Hall

Name: Timothy J. Paustian, PE

Title: Water Utility Director

Title: Project Manager

Address: 435 14th Avenue South
Fargo, ND 58103

Address: 4733 Amber Valley Parkway South
Fargo, ND 58103

E-Mail Address: THall@FargoND.gov

E-Mail Address: Tim.Paustian@ApexEngGroup.com

Phone: 701-476-6741

Phone: 701-373-7991

Task Order Form

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Scope of Services

Ozone Improvements – Fargo Water Treatment Facility

City of Fargo, ND
October 23rd, 2018

Task No.	Description
1	Project Management
2	Letter Report, Design, and Bidding for Near-Term Ozone Safety Improvements
3	Long-Term Ozone Improvements - Preliminary Design Report

Project Background

In January of 2018, Apex Engineering Group, Inc. (Apex) and Carollo Engineers (Carollo) were selected by the City of Fargo, through a competitive qualifications process, for engineering services related to the City's drinking water utility. The City is in the process of constructing a 15 MGD Membrane WTF, which will increase the total treatment capacity of the plant from 30 to 45 MGD. The project startup and commissioning occurred in July and August of 2018. The existing ozone system was one process component of the existing WTF which was not included in the current project; however, capital improvements for the ozone system have been budgeted for and are included in the water utility's Capital Improvements Plan (CIP).

Most recently the Apex/Carollo team was contacted by City of Fargo Staff to begin discussions for improvements related to Fargo's existing ozone system. Discussions were held on June 18th, 2018 between the operations staff and project team members to review the existing ozone system, to discuss operations and maintenance issues with the existing system, tour the existing facilities and to define the goals for future improvements.

A subsequent meeting was held between the Apex/Carollo team and City Staff on October 15th, 2018 to further develop an approach to address the City's concerns with the existing ozone system. It was determined that there are a number of issues that need to be addressed on a near-term basis because of the potential for safety and operational issues associated with possible equipment failure. These issues will be addressed separately from those addressed by the preliminary design report originally envisioned for this project with a goal of constructing the improvements during the fall of 2019. The remaining issues, which are generally not related to safety, would be addressed by a Preliminary Design Report that would be prepared on a more typical schedule.

Listed on the following pages you will find a description of the various tasks associated with development of both near-term task to address the safety improvements and a preliminary design report for long-term ozone improvements at the Fargo Water Treatment Facility.

Task No. 1.0 – Project Management

Objective:

To provide management of engineers, technicians and all team members through the planning phase of this project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Fargo throughout the duration of the project.

Activities:

1. Review and execute task order agreement between the City of Fargo, North Dakota and Apex Engineering Group, Inc. (Apex).
2. Execute sub-contractor agreement between Apex and Carollo.
3. Oversee Engineers and Technicians assigned to the project.
4. Attend and report at project update meetings, as necessary.
5. Provide communications and coordination between City of Fargo, Apex and Carollo team members.
6. Provide quality assurance/quality control throughout all phases of the project.

City of Fargo Responsibilities:

- ✓ Execute task order between City of Fargo and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex/Carollo Responsibilities and Deliverables:

- ✓ Review and execute task order with City of Fargo in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Coordinate all activities with project team.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Fargo on project updates and schedule.

Task No. 2.0 – Letter Report, Design, and Bidding for Near-Term Ozone Safety Improvements

Objective:

To prepare a letter report summarizing the findings of a review of the existing ozone facilities and the safety challenges presented by the mixing of air and ozone product gas prior to the diffusers. To prepare design documents for bidding a construction contract to implement the safety improvements. To provide bidding services during the construction contract bid period.

Assumptions:

1. Near-term safety improvements include segregation of mixing air and ozone product gas, rerouting the product gas piping for top entry into the ozone contactor instead of side entry, and the coating of the ozone contactor interior walls to reduce leakage from the headspace into the building. Any additional safety improvements to be added to the scope of the near-term improvements design may require additional budget for design services.
2. Design effort will not include technical specifications only front end specifications (Division 00 and sections for North Dakota State Revolving Fund requirements). Instead, detailed construction notes and a material list will be prepared and included in the Drawings.
3. No P&IDs will be prepared.
4. PLC programming for recommended improvements will be by others.
5. Pre-purchase of any materials or equipment will not be necessary.
6. Project will be financed by North Dakota State Revolving Fund monies. Owner will prepare all funding agency submittals.

Activities:

1. Review Existing Facility Safety Concerns Generally Associated with the Addition of Mixing Air to Ozone Product Gas
 - a. Discuss Concerns with Plant Staff
 - b. Review Original Design Intent
 - c. Review Segregation of Mixing Air from Product Gas Piping in Modesto, CA at a Very Similar Ozone Facility
 - d. Determine Other Safety Concerns To Be Addressed in the Near-Term Improvements
2. Evaluate Methods to Improve Safety by Reducing Product Gas Piping Corrosion in the Near-Term
 - a. Identify Alternatives to Improving Safety by Reducing Product Gas Piping Corrosion
 - b. Evaluate Alternatives and Recommend an Approach to Address the Corrosion Concerns
3. Prepare Letter Report Summarizing Findings of Activities Nos. 1 and 2
 - a. Transmit Draft Letter Report to City for Review
 - b. Finalize Letter Report Based on City Comments
4. Document Existing Conditions
 - a. Annotate Existing Design Documents Relative to Near-Term Improvements
 - b. Document Existing Control Strategies That Will Be Modified by the Near-Term Improvements
5. Prepare Near-Term Design Documents
 - a. Prepare Front-end Bidding Documents
 - i. Submit 60% Bidding Documents to City for Review
 - ii. Submit 95% Bidding Documents to City for Review
 - iii. Finalize 100% Bidding Documents
 - b. Prepare Drawings Including Construction Notes and Material List
 - i. Submit 60% Drawings to City for Review
 - ii. Submit 95% Drawings to City for Review
 - iii. Finalize and Seal 100% Drawings

6. Develop New Control Strategies Necessary for Near-Term Ozone Improvements
 - a. Develop and Transmit Control Strategies to City for Implementation by Others
7. Prepare Opinion of Probable Costs for Near-Term Ozone Improvements
 - a. Prepare Opinion Based on Final Letter Report
 - b. Prepare Opinion Based on Final Bidding Documents and Drawings
8. Proposed Schedule for Near-Term Improvements
 - a. Prepare Gantt-Chart Schedule Based on Final Letter Report
 - b. Prepare Gantt-Chart Schedule Based on Final Bidding Documents and Drawings
9. Handle All Bid Period Activities on Behalf of City Staff for Near-Term Ozone Improvements
 - a. Respond to Bidder's Questions
 - b. Prepare Addenda as Necessary
 - c. Evaluate Bids Received
 - d. Make Recommendation to City for Award of Low Bid

City of Fargo Responsibilities:

- ✓ Provide documents as requested
- ✓ Attend review meetings
- ✓ Provide Apex feedback on draft letter report, bidding documents, and drawings
- ✓ Forward bidding questions to Apex for response
- ✓ Award a construction contract to recommended bidder for the near-term ozone improvements

Apex/Carollo Responsibilities and Deliverables:

- ✓ Present six copies of the draft letter report to City Staff
- ✓ Conduct review meetings for draft letter report
- ✓ Finalize and transmit six copies letter report to City Staff
- ✓ Present six copies of 60% bidding documents and drawings to City Staff
- ✓ Conduct review meetings for 60% bidding documents and drawings
- ✓ Present six copies of 95% bidding documents and drawings to City Staff
- ✓ Conduct review meetings for 95% bidding documents and drawings
- ✓ Finalize and transmit six copies of bid-ready construction documents to City Staff
- ✓ Provide opinions of probable costs at letter report and final bid document milestones
- ✓ Provide Gantt-chart schedules at letter report and final bid document milestones
- ✓ Provide responses to Contractor questions during the bidding phase
- ✓ Provide an evaluation of Contractor bids

Task No. 3.0 –Long-Term Ozone Improvements - Preliminary Design Report

Objective:

To develop a Preliminary Design Report for the proposed ozone improvements at the Fargo Water Treatment Facility.

Assumptions:

1. Final design and bidding activities for the long-term ozone improvements will be procured under a separate, future task order
2. The existing two Ozonia ozone generators were recently refurbished and will not be considered for replacement as part of the long-term improvements.
3. The raw water pipeline will not be considered for ozone contactor service.
4. The ozone contactor for the new 15-mgd membrane plant will not be evaluated.

Activities:

1. Review Project Background and Facility Information
 - a. Equipment Layout and Description
 - b. Previous Studies and Planning Documents
 - i. Original Design Drawings
 - ii. Original Shop Drawings
2. Establish Problem Definition and Project Need
 - a. Define Goals and Objectives for the Project
 - b. Identify Current and Future Challenges
 - i. CT Disinfection in Conjunction with Taste and Odor Control
 - ii. Additional Ozone Generation Capacity (location in room, capacity, procurement)
 - iii. International Building and Fire Code Review and Potential Modifications
 - iv. Feed Gas Evaluation - VSA versus LOX
 - v. Cooling Water Evaluation
 - vi. Improved Ozone Contactor Access and Drainage
 - vii. Headspace Pressurization Concerns (Ozone Destruct Unit Capacity)
 - viii. Purge-to-Destruct Potential Implementation
3. Basis of Design Development
 - a. List Engineering Criteria Used
 - b. List Codes and Standards Followed
4. Document Existing Conditions
 - a. Note Deviations from Original Design Drawings
5. Review Historical Data
 - a. Water Production Records
 - b. Water Quality Records
 - c. Water Demands
 - d. Ozone Production
 - e. Ozone Usage
 - i. Verify flow meter data
6. Develop Future Conditions for 20-year Planning Period
 - a. Review Population Forecasting
 - b. Review Water Demand Forecasting
7. Develop Alternatives for Future Improvements as Defined by Current and Future Challenges
 - a. Conduct Alternatives Analysis
 - i. Provide Equipment Upgrade Details and Conceptual Layouts

- ii. Conceptual Capital Cost Estimates
- iii. Conceptual Operational Cost Estimates
- iv. Non-monetary Factors
8. Select and Summarize Recommended Alternative
 - a. Obtain Discipline Review of Recommended Alternative (HVAC, electrical, I&C, structural)
9. Evaluate Funding Alternatives and Financial Assistance
 - a. State Revolving Fund (SRF) Loan Program
 - i. Loan Payment Determination
10. Prepare Opinion of Probable Costs for Long-Term Ozone Improvements
11. Prepare a Gantt-chart Schedule for Long-Term Ozone Improvements
12. Submit a Draft Preliminary Design Report Summarizing the Above Activities for City Review
13. Submit a Final Preliminary Design Report to the City Staff

City of Fargo Responsibilities:

- ✓ Provide documents as requested
- ✓ Attend review meetings
- ✓ Provide Apex feedback on draft Preliminary Design Report

Apex/Carollo Responsibilities and Deliverables:

- ✓ Provide City Staff with six copies of draft Preliminary Design Report
- ✓ Conduct review meetings for Preliminary Design Report
- ✓ Provide City Staff with six copies of final Preliminary Design Report

Proposed Project Schedule**Task/Activity****Approximate Date****Preliminary Activities:**

- | | |
|--|----------------------------------|
| - Execute Agreement for Engineering Services | November 1 st , 2018 |
| - Kickoff Meeting with City Personnel | November 12 th , 2018 |

Task 2.0 Major Milestones:

- | | |
|---|----------------------------------|
| - Transmit Draft Letter Report for Near-Term Improvements | December 18 th , 2018 |
| - Finalize Letter Report for Near-Term Improvements | January 4 th , 2019 |
| - Submit 60% Construction Documents to City Staff | February 22 nd , 2019 |
| - Submit 95% Construction Documents to City Staff | April 1 st , 2019 |
| - Submit Final Construction Documents to City Staff | April 26 th , 2019 |
| - Advertise for Bids | April 26 th , 2019 |
| - Award Bid to Lowest Responsible Bidder | May 24 th , 2019 |

Task 3.0 Major Milestones:

- | | |
|--|----------------------------------|
| - Update on Preliminary Design Report with City Staff | March 4 th , 2019 |
| - Transmit Draft Preliminary Design Report to City Staff | September 9 th , 2019 |
| - Transmit Final Preliminary Design Report to City Staff | October 7 th , 2019 |

Note: Schedule is based on Task Order approval on November 1st, 2018.

22

November 29, 2018

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

Dear Commissioners:

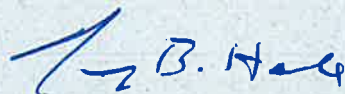
Attached please find a tabulation sheet listing all bids received for supplying chemicals to the Water Treatment Plant for 2019. Listed below are the lowest and/or best value bids received for each of the chemicals:

Water Treatment Plant Chemical Bid Results		
Product Name	Vendor	Unit Price
Aluminum Sulfate	Hawkins, Inc.	\$0.13 / pound
Anhydrous Ammonia	Hawkins, Inc.	\$2.06 / pound
Anionic Flocculant	SNF Polydyne	\$0.91 / pound
Citric Acid, 50%	Hawkins, Inc.	\$0.65 / pound
Hydrofluosilicic Acid	Hawkins, Inc.	\$0.22 / pound
Hydrogen Peroxide, 34%	Hawkins, Inc.	\$0.52 / pound
Lime		No Bids
Liquid carbon Dioxide	Praxair, Inc.	\$155.00 / ton
Liquid Chlorine	Hawkins, Inc.	\$537.00 / ton
Liquid Oxygen	Praxair, Inc.	\$164.25 / ton
Polyaluminum Chloride	Hawkins, Inc.	\$0.3126 / pound
Polyphosphate	Carus Corporation	\$1.13 / pound
Powdered Activated Carbon	Thatcher Company, Inc.	\$1450.00 / ton
Soda Ash	Thatcher Company, Inc.	\$292.51 / pound
Sodium Bisulfite, 38%	Hawkins, Inc.	\$0.2750 / pound
Sodium Hydroxide, 50%	Hawkins, Inc.	\$0.1985 / pound
Sodium Hypochlorite, 12.5%	Hawkins, Inc.	\$0.24 / pound
Sulfuric Acid, 40%	Hawkins, Inc.	\$0.31 / pound
Sulfuric Acid, 93%	Hawkins, Inc.	\$0.0988 / pound

The recommendation is to award the 2019 chemical bids as listed above.

The 2019 chemical bid prices and projected chemical useage for 2019 reflect an estimated increase of 8.12% over 2018.

Sincerely,



Troy B. Hall
 Water Utility Director

Sincerely,



Brian A. Ward
 Water Plant Superintendent

**FARGO WATER TREATMENT PLANT
2019 ANNUAL CHEMICAL BIDDING SUMMARY OF QUALIFYING BIDS**

Product Name	Vendor	Estimated Annual	Tons or lbs	Unit Price \$ per	Estimated Annual Cost	Payment Method	Recommendation
Aluminum Sulfate	Chemtrade	140,000	lbs	0.1649	\$23,086.00	PO	Accept
	Aqua Pure Inc.	140,000	lbs	0.139	\$19,460.00	PO	
	Hawkins, Inc.	140,000	lbs	0.13	\$18,200.00	CC	
Anhydrous Ammonia	Hawkins, Inc.	54,000	lbs	2.06	\$111,240.00	CC	Accept
Anionic Flocculant	SNF Polydyne	68,000	lbs	0.91	\$61,880.00	PO	Accept
	Hawkins, Inc.	68,000	lbs	1.37	\$93,160.00	CC	
Citric Acid, 50%	Shannon Chemical Corp.	28,000	lbs	1.44	\$40,320.00	CC	Accept
	Hawkins, Inc.	28,000	lbs	0.65	\$18,200.00	CC	
	Brenntag Pacific, Inc.	28,000	lbs	0.79	\$22,120.00	PO	
Hydrofluosilicic Acid	DPC Industries	170,000	lbs	0.2223	\$37,791.00	CC	Accept
	Shannon Chemical Corp.	170,000	lbs	0.534	\$90,780.00	CC	
	Univar	170,000	lbs	0.22	\$37,400.00	CC	
	Hawkins, Inc.	170,000	lbs	0.22	\$37,400.00	CC	
Hydrogen Peroxide, 34%	Hawkins, Inc.	10,000	lbs	0.52	\$5,200.00	CC	Accept
	Brenntag Pacific, Inc.	10,000	lbs	0.65	\$6,500.00	PO	
*Lime		5,060	Tons				No Bids
Liquid Carbon Dioxide	Praxair, Inc.	1,265	Tons	155.00	\$196,075.00	PO	Accept
	American Welding & Gas	1,265	Tons	157.50	\$199,237.50	PO	
Liquid Chlorine	DPC Industries	126	Tons	549.00	\$69,174.00	CC	Accept
	Hawkins, Inc.	126	Tons	537.00	\$67,662.00	CC	
Liquid Oxygen	Praxair, Inc.	937	Tons	164.25	\$153,902.25	PO	Accept
	American Welding & Gas	937	Tons	210.00	\$196,770.00	PO	
Polyaluminum Chloride 70000 80000 Delpac XG	Chemtrade	1,900,000	lbs	0.3555	\$675,450.00	PO	Accept
	Aqua Pure Inc.	1,900,000	lbs	0.3175	\$603,250.00	PO	
	Aqua Pure Inc.	1,900,000	lbs	0.3325	\$631,750.00	PO	
	Hawkins, Inc.	1,900,000	lbs	0.3126	\$593,940.00	CC	
Polyphosphate	Shannon Chemical Corp.	100,000	lbs	2.14	\$214,000.00	CC	Accept
	Carus Corporation	100,000	lbs	1.13	\$113,000.00	CC	
Powdered Activated Carbon	Cabot Norit Americas Inc.	20	Tons	1,720.00	\$34,400.00	CC	Accept
	Thatcher Company, Inc	20	Tons	1,450.00	\$29,000.00	PO	
	Oxbow Activated Carbon	20	Tons	2,030.00	\$40,600.00	PO	
Soda Ash	DuBois	2,033	Tons	362.76	\$737,491.08	CC	Accept
	Univar	2,033	Tons	319.60	\$649,746.80	CC	
	Thatcher Company, Inc	2,033	Tons	292.51	\$594,672.83	PO	
	Killoran T&B, Inc.	2,033	Tons	316.40	\$643,241.20	PO	
Sodium Bisulfite, 38%	Univar	30,000	lbs	0.3806	\$11,418.00	CC	Accept
	Hawkins, Inc.	30,000	lbs	0.275	\$8,250.00	CC	
	Brenntag Pacific, Inc.	30,000	lbs	0.45	\$13,500.00	PO	
Sodium Hydroxide, 50%	Univar	800,000	lbs	0.387	\$309,600.00	CC	Accept
	Hawkins, Inc.	800,000	lbs	0.1985	\$158,800.00	CC	
	Brenntag Pacific, Inc.	800,000	lbs	0.3145	\$251,600.00	PO	
Sodium Hypochlorite, 12.5%	Hawkins, Inc.	6,600	lbs	0.24	\$1,584.00	CC	Accept
	Brenntag Pacific, Inc.	6,600	lbs	0.65	\$4,290.00	PO	
Sulfuric Acid, 40%	Hawkins, Inc.	2,400	lbs	0.31	\$744.00	CC	Accept
Sulfuric Acid, 93%	Univar	1,100,000	lbs	0.108	\$118,800.00	CC	Accept
	Hawkins, Inc.	1,100,000	lbs	0.0988	\$108,680.00	CC	

2019 Total Annual Estimated Chemical Cost = \$2,278,430.08

* Lime	No Qualified Bids	5060	Tons	173	\$875,380.00	Estimated	RFP or Sole Source To Be Determined
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23

Amended Nov. 30, 2018

November 28, 2018

Honorable Board of City Commissioners

City of Fargo

Dear Commissioners:

Please find attached the bid tabulation sheet listing all bids received for supplying chemicals to the Wastewater Treatment facility for 2019. Listed below are the low bid received for each chemical.

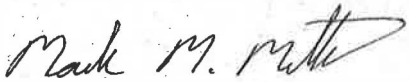
City of Fargo Wastewater Utility Chemical Bid 2019				
item #	Product Name	Vendor	price	unit
9	Liquid Chlorine	Hawkins	\$537.00	/ton
20	Azone - 15	Hawkins	\$1.68	/gallon
21	Pretreat Plus Antiscalant	Hawkins	\$18.86	/gallon
22	Caustic Soda, 30%	Hawkins	\$3.60	/gallon
23	Ferric Chloride, 35%	Hawkins [^]	\$0.48	/lb
24	Ammonium Hydroxide, 19%	Hawkins	\$0.44	/lb
25	Sulfuric Acid, 40%	Hawkins	\$0.15	/lb
26	Citric Acid	Hawkins	\$0.95	/lb
27	Calcium Nitrate/Bulk	Hawkins	\$2.34	/gallon
27	Calcium Nitrate/Tote	Hawkins	\$3.85	/gallon
28	Cationic Flocculant	SNF - Ploydyne	\$1.25	/pound
29	Ferrous Chloride Bulk	PVS Technologies	\$1.14	/lb
30	Ferrous Chloride/ mini-bulk	Hawkins	\$0.27	/lb
31	Non-Selective Herbicide	no qualified bids		/gallon
32	Selective Herbicide	no qualified bids		/gallon
33	Odor Media/H2S	Electric Pump	\$91.00	ft ³ - media
34	Odor Media/Broad Specrum	Electric Pump	\$91.00	ft ³ - media
35	Sodium Hypochlorite, 12%	Hawkins	\$1.45	/gallon
36	Sulfur Dioxide	DPC Industries	\$1,020.00	/ton

[^]Univar withdrew its quote for item #23, Hawkins was next low bid.

The 2019 chemical bid prices show an aggregate cost increase of 0.1% from last year's quotes.

The recommendations is to award the 2019 chemical bids as listed above

Respectfully,



Mark M Miller

Wastewater Utility Superintendent

2019 Bid Tabulation Form					
Item #	Item	Bidder	Acknowledgement of bid specifications (x)	Guaranteed Bid Price Per Unit	
				Credit card payment	Purchase order payment
1	Aluminum Sulfate			\$/pound=	\$/pound=
		Chemtrade	X	NA	0.1649
		Aqua Pure Inc.	X	NA	0.139
		Hawkins, Inc.	X	0.13	0.13
2	Anhydrous Ammonia			\$/pound=	\$/pound=
		Hawkins, Inc.	X	2.06	2.06
3	Anionic Flocculant			\$/pound=	\$/pound=
		SNF Polydyne	X	0.924	0.91
		Hawkins, Inc.	X	1.37	1.37
4	Citric Acid, 50%			\$/pound=	\$/pound=
		Shannon Chemical Corp.	X	1.44	1.44
		Hawkins, Inc.	X	0.65	0.65
		Brenntag Pacific, Inc	X	0.817	0.79
5	Hydrofluosilicic Acid			\$/pound=	\$/pound=
		DPC Industries	X	0.2223	0.2223
		Shannon Chemical Corp.	X	0.534	0.534
		Univar	X	0.22	0.22
		Hawkins, Inc.	X	0.22	0.22
6	Hydrogen Peroxide, 34%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.52	0.52
		Brenntag Pacific, Inc	X	0.67	0.65
7	Lime			\$/ton=	\$/ton=
		No Qualified Bids			
8	Liquid Carbon Dioxide			\$/ton=	\$/ton=
		Praxair, Inc.	X	NA	155.00
		American Welding & Gas	X	NA	157.50
9	Liquid Chlorine			\$/ton=	\$/ton=
		DPC Industries	X	549.00	549.00
		Hawkins, Inc.	X	537.00	537.00
10	Liquid Oxygen			\$/ton=	\$/ton=
		Praxair, Inc.	X	NA	164.25
		American Welding & Gas	X	NA	210.00
11	Polyaluminum Chloride			\$/pound=	\$/pound=
		Chemtrade	X	NA	0.3555
	70000	Aqua Pure Inc.	X	NA	0.3175
	80000	Aqua Pure Inc.	X	NA	0.3325
	DelPac XG	Hawkins, Inc.	X	0.3126	0.3126
12	Polyphosphate			\$/pound=	\$/pound=
		Shannon Chemical Corp.	X	2.14	2.14
		Carus Corporation	X	1.13	1.13

Item #	Item	Bidder	Acknowledgement of bid specifications (x)	Guaranteed Bid Price Per Unit	
				Credit card payment	Purchase order payment
13	Powdered Activated Carbon			\$/ton=	\$/ton=
		Cabot Norit Americas Inc.	X	1,720.00	1,720.00
		Thatcher Company, Inc.	X	1,488.40	1,450.00
		Oxbow Activated Carbon	X	NA	2,030.00
14	Soda Ash			\$/ton=	\$/ton=
		DuBois	X	362.76	362.76
		Univar	X	319.60	319.60
		Thatcher Company, Inc.	X	300.26	292.51
		Killoran Trucking & Brokerage, Inc.	X	NA	316.40
15	Sodium Bisulfite, 38%			\$/pound=	\$/pound=
		Univar	X	0.3806	0.3806
		Hawkins, Inc.	X	0.275	0.275
		Brenntag Pacific, Inc	X	0.465	0.45
16	Sodium Hydroxide, 50%			\$/pound=	\$/pound=
		Univar	X	0.387	0.387
		Hawkins, Inc.	X	0.1985	0.1985
		Brenntag Pacific, Inc	X	0.3255	0.3145
17	Sodium Hypochlorite, 12.5%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.24	0.24
		Brenntag Pacific, Inc	X	0.67	0.65
18	Sulfuric Acid, 40%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.31	0.31
19	Sulfuric Acid, 93%			\$/pound=	\$/pound=
		Univar	X	0.108	0.108
		Hawkins, Inc.	X	0.0988	0.0988
20	Azone 15 / Sodium Hypochlorite 12%			\$/gallon=	\$/gallon=
		Hawkins, Inc.	X	1.68	1.68
21	Pretreat Plus Antiscalant			\$/gallon=	\$/gallon=
		Hawkins, Inc.	X	18.86	18.86
22	Caustic Soda, 30%			\$/gallon=	\$/gallon=
		Hawkins, Inc.	X	3.60	3.60
23	Ferric Chloride, 35%			\$/pound=	\$/pound=
		Univar	X	0.4576	0.4576
		Hawkins, Inc.	X	0.48	0.48
24	Ammonium Hydroxide, 19%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.44	0.44
25	Sulfuric Acid, 40%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.15	0.15
26	Citric Acid, 50%			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.95	0.95

Item #	Item	Bidder	Acknowledgement of bid specifications (x)	Guaranteed Bid Price Per Unit	
				Credit card payment	Purchase order payment
27	Calcium Nitrate/Bulk			\$/gallon=	\$/gallon=
		Hawkins, Inc.	X	2.34	2.34
		Evoqua Water Technologies LLC	X	3.785	3.785
	Calcium Nitrate/Tote			\$/gallon=	\$/gallon=
		Univar	X	7.259	7.259
		Hawkins, Inc.	X	3.85	3.85
28	Cationic Flocculant			\$/pound=	\$/pound=
		SNF Polydyne	X	1.269	1.25
29	Ferrous Chloride/Bulk			\$/pound iron=	\$/pound iron=
		PVS Technologies, Inc.	X	NA	1.14
30	Ferrous Chloride/Mini-bulk			\$/pound=	\$/pound=
		Hawkins, Inc.	X	0.27	0.27
31	Non-selective Herbicide			\$/gallon=	\$/gallon=
		No Qualified Bids			
32	Selective Herbicide			\$/gallon=	\$/gallon=
		No Qualified Bids			
33	Odor Control/Hydrogen Sulfide			\$/FT ³ media=	\$/FT ³ media=
		MNX, Inc.	X	92.00	92.00
		Electric Pump, Inc.	X	91.00	91.00
		Pure Air Filtration, LLC	X	91.00	91.00
34	Odor Control/Broad Spectrum			\$/FT ³ media=	\$/FT ³ media=
		MNX, Inc.	X	92.00	92.00
		Electric Pump, Inc.	X	91.00	91.00
		Pure Air Filtration, LLC	X	91.00	91.00
35	Sodium Hypochlorite, 12%			\$/gallon=	\$/gallon=
		DPC Industries	X	1.80	1.80
		Hawkins, Inc.	X	1.45	1.45
36	Sulfur Dioxide			\$/ton=	\$/ton=
		DPC Industries	X	1,020.00	1,020.00
		Hawkins, Inc.	X	1,095.00	1,095.00

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

24

Type: NDDOT Urban Program & Urban Grant Program

Location: Citywide

Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding project applications for funding years 2019 to 2023 for both the traditional Urban Road Program and the newly created Urban Grant Program for Federal Aid.

Staff is recommending to apply for federal aid for the following projects:

Urban Program - 2023

- 52nd Avenue S – 63rd Street to Sheyenne Street (to finish off 52nd Avenue S)
- 17th Avenue S – 5th Street to 17th Street
- Transit Capital

Regional Highway System - 2023

- 19th Avenue N – I-29 East Ramp to Dakota Drive

New Urban Grant Program (for downtown only) – 2021

- 2nd Street Pedestrian Bridge adjacent to the new City Hall

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the projects listed above for submittal to Metro COG to be included in our applications to NDDOT for funding in 2021 and 2023 respectively.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC approve the projects listed above for submittal to Metro COG for inclusion in our applications to NDDOT for funding in 2021 and 2023.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

Yes	No
_____	_____
N/A	_____
_____	N/A
_____	_____

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: 11/19/2018
Re: Federal Aid Roadway Project Applications for Year 2023
NDDOT Urban Program and Urban Grant Program

The NDDOT is currently soliciting roadway project applications through the '**Urban Program**' for federal aid projects for year 2023, and they are also soliciting project applications through the newly created '**Urban Grant Program**' for projects in year 2021. The Urban Grant Program is for projects in the downtown area only.

Background

The metro's current programmed federal aid roadway projects are as follows (see attached map and spreadsheet as well):

2019

Main Avenue – 2nd Street to Broadway
52nd Avenue S – 45th Street to 63rd Street
Sheyenne Street – 32nd Avenue S to 40th Avenue S (WF project)
Transit Capital Bus Purchase

2020

Main Avenue – Broadway to University
64th Avenue S – 25th Street to 45th Street (including I-29 Grade Separation)
Transit Capital Bus Purchase
N University Drive – 32nd Avenue N to 40th Avenue N (Cass Co 20)

2021

32nd Avenue S – 32nd Street to 22nd Street

2022

Main Avenue – University to 25th Street

Update

For assistance with this year's submittal, I have attached two items. Attachment 1 is a page from Metro COG's Long Range Transportation Plan from 2014 to help identify our project needs and also identifies the expected roadway levels of service on the system in the year 2020 and 2040, and Attachment 2 is a city map showing the programmed federal aid projects for years 2019 to 2022.

My list of projects to apply for federal aid would be:

Urban Program - 2023

52nd Avenue S – 63rd Street to Sheyenne Street (to finish off 52nd Avenue S)
17th Avenue S – 5th Street to 17th Street
Transit Capital

Regional Highway System - 2023

19th Avenue N – I-29 East Ramp to Dakota Drive

New Urban Grant Program (for downtown only) – 2021

2nd Street Pedestrian Bridge adjacent to the new City Hall

Recommended Motion

Approve the 52nd Avenue S project, the 17th Avenue S project, the 19th Avenue N, Transit Capital and the 2nd Street Pedestrian Bridge for submittal to Metro COG for inclusion in our applications to NDDOT for funding in 2021 and 2023 respectively.

Attachments

PROJECT SUBMITTAL LIST

Entity: City of Fargo		Contact Person: Jeremy Gorden		Revision: October 2013						
Date: November 19, 2018		Phone Number: 241-1529		If you have questions with filling out the list, please contact Stacey Hanson at 701-326-4469						
FISCAL YEAR	FUNDING CATEGORY ⁽¹⁾	FUNCTIONAL CLASSIFICATION ⁽²⁾	INVESTMENT STRATEGY ⁽³⁾	TYPE OF WORK ⁽⁴⁾	PROJECT LOCATION	PROJECT COST				
						TOTAL	FEDERAL	STATE	LOCAL	NON-PARTICIPATING
2021	URBAN GRANT	Minor Arterial	N/R	New Ped Bridge	200 block of 2nd Street N	\$ 3,000,000	\$ 2,400,000	\$ -	\$ 600,000	
2023	PRIP/SecR	Principal Arterial	N/R	Street Reconstruction	19th Avenue N - I-29 East Ramp to 18th Street	\$ 13,000,000	\$ 10,400,000	\$ 1,300,000	\$ 1,300,000	
2023	URP	Principal Arterial	N/R	Street Reconstruction	52nd Avenue S - 63rd Street to Sheyenne Street	\$ 7,000,000	\$ 5,000,000	\$ -	\$ 2,000,000	
2023	URP	Collector	N/R	Street Reconstruction	17th Avenue S - 5th Street to 17th Street	\$ 3,750,000	\$ 2,750,000	\$ -	\$ 1,000,000	
2020 or 2021	TA		N/R	Shared Use Path	Deer Creek/Drain 27 Shared Use Path	\$ 450,000	\$ 290,000	\$ -	\$ 160,000	
2021 or 2022	TA		N/R	Shared Use Path	Coulee's Crossing/Drain 53 Shared Use Path	\$ 200,000	\$ 160,000	\$ -	\$ 40,000	
2022 or 2023	TA		N/R	Shared Use Path	Bison Village Shared Use Path	\$ 190,000	\$ 152,000	\$ -	\$ 38,000	
2023 or 2024	TA		N/R	Shared Use Path	River Drive Shared Use Path	\$ 330,000	\$ 264,000	\$ -	\$ 66,000	
2024 or 2025	TA		N/R	Signing	Red River Trail and Milwaukee Trail	\$ 75,000	\$ 60,000	\$ -	\$ 15,000	

Notes Description

- (1) PRP = Primary Regional, SecR = Secondary Regional, URP = Urban Roads Program, TA = Transportation Alternatives, INT = Interstate, BRI = Bridge
- (2) Interstate, Principal Arterial, Minor Arterial, Collector
- (3) PM = Preventive Maintenance, MIR = Minor Rehabilitation, SI = Structural Improvement, MaR = Major Rehabilitation, N/R = New/Reconstruction
- (4) Brief description of the project (Ex: Thin Lift Overlay, Mill and Overlay, Concrete Pavement Repair, etc.)



City of Fargo, ND



2nd Street Bridge

1:2,257

11/19/2018 8:02:44 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



19th Avenue N

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:9,028

11/19/2018 8:00:40 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



City of Fargo, ND



52nd Avenue S

1:4,514

11/19/2018 8:07:50 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



17th Avenue S

11/19/2018 8:05:45 AM

1:9,028

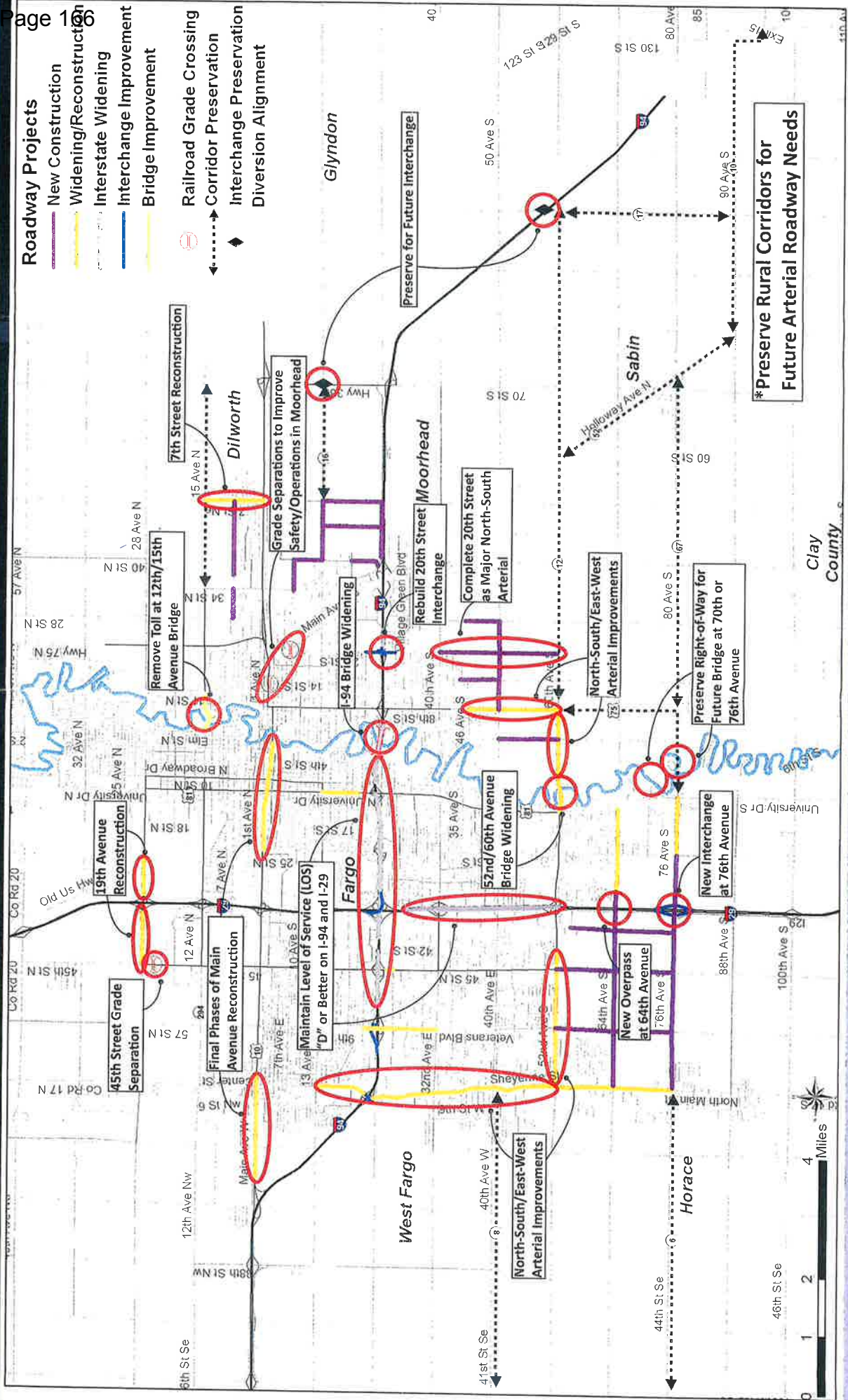
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

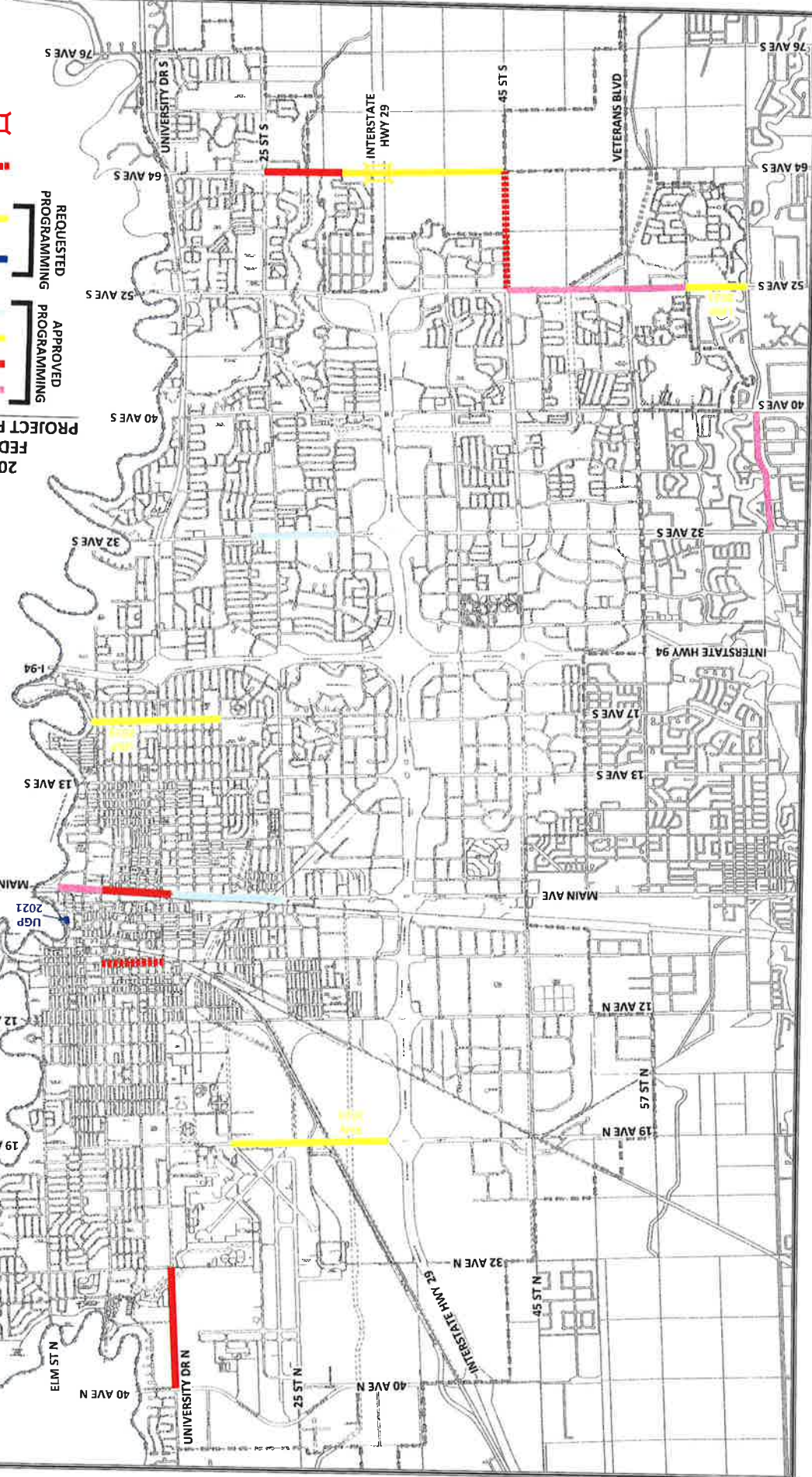
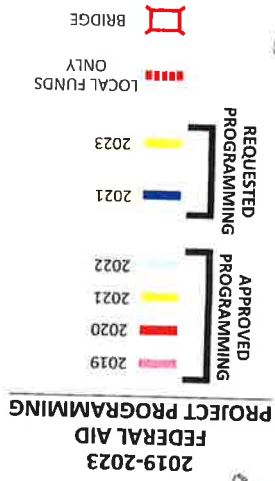
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION 2019-2022 URBAN PROGRAM FMCOG - September 2018							
Fiscal Year	Program	Location	Type of Work	Total Cost	Federal Share	State Share	Local Share
2018	Urban Roads	52nd Ave S (45th St-Veterans Blvd)	Reconstruction	\$15,733,049	\$9,349,354	\$0	\$6,383,695
2018	Urban Roads	Sheyenne (40th Ave - 32nd Ave)	Reconstruction	\$11,954,647	\$4,916,911	\$0	\$7,037,737
2019	Regional	Main Ave (2nd-University)	Reconstruction	\$18,443,534	\$12,862,637	\$1,441,544	\$4,139,353
2019	Urban Roads	Fargo Transit Capital	Transit Capital	\$1,250,000	\$1,000,000	\$0	\$250,000
2020	Urban Roads	Fargo Transit Capital	Transit Capital	\$1,250,000	\$1,000,000	\$0	\$250,000
2020	Urban Roads	64th Ave S (45th St to 25th St)	Grade Separation, Roadway Reconstruction	\$12,416,134	\$9,932,907	\$0	\$2,483,227
2020	Urban Roads	N University Dr (32nd Av N to 40th Ave N)	Reconstruction	\$6,000,000	\$4,500,000	\$0	\$1,500,000
2020	UGP	Sheyenne St (Main Ave to 7th Ave)	Road Diet, Bulb-outs, Sidewalk, Access Modifications, Parking, Streetscape, Street Furniture, Lighting, Bus Stop	\$3,600,000	\$2,377,446	\$0	\$1,222,554
2021 Pending availability of federal funds	Urban Roads	32nd Ave S (32nd-25th St)	Reconstruction	\$10,400,000	\$4,700,000	\$0	\$5,700,000
2022	Regional	Main Ave (University - 25th St)	Reconstruction	\$15,412,522	\$8,369,948	\$1,226,416	\$5,816,158

- Roadway Projects**
- New Construction
 - Widening/Reconstruction
 - Interstate Widening
 - Interchange Improvement
 - Bridge Improvement

- Railroad Grade Crossing
- Corridor Preservation
- Interchange Preservation
- Diversion Alignment



***Preserve Rural Corridors for Future Arterial Roadway Needs**



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

25

Type: 2020/2021 Federal TAP Applications

Location: Citywide

Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding the current solicitation from the NDDOT regarding the Transportation Alternatives Program applications (TAP) for federal aid shared use path/bridge projects for years 2020 and 2021 construction.

Staff recommends the following projects to move forward with, in order, as follows:

- **Project 1 - Deer Creek/Drain 27 shared use path project**
The project's estimated construction cost is \$450,000, with a request of \$290,000 federal max and \$160,000 local. The path would run on the Drain 27 property south of 52nd Avenue S to the Veterans Boulevard street right-of-way, and then run across the City of Fargo property that the water storage reservoir sits on. It would run west to Deer Creek Parkway. I've also included a 2000' offshoot of a path that would run on top of the Drain 27 levee from the end of Veterans Boulevard to a City of Fargo parcel that houses a gatewell for storm sewer drainage into Drain 27.
- **Project 2 – Coulee's Crossing shared use path project**
This shared use path project that would connect the Coulee's Crossing neighborhood to the Timberline/Fox Run shared use path via Drain 53. This would be a short project, roughly 700' in length, but would be a great connection to make as the Milwaukee Trail ends at 25th Street and really can't make it to the Drain 53 path system easily. This connection would allow folks to use 25th Street for about a block and then head west on Rose Creek Parkway to this connection. This project has an estimated construction cost of \$200,000, split \$160,000 federal and \$40,000 local.
- **Project 3 – Bison Village – shared use path**
This path would connect 32nd Avenue N to 37th Avenue N via the 10th Street alignment behind the wastewater treatment plant. This project has an estimated construction cost of \$190,000, split \$152,000 federal and \$38,000 local.
- **Project 4 – River Drive shared use path**
This path would run along the Red River from 40th Avenue S up to the new storm lift station located near 35th Avenue S. The plan would be to continue a path further north from here but there is one property that we cannot get around north of 35th Avenue S. This project has an estimated construction cost of \$330,000, split \$264,000 federal and \$66,000 local.
- **Project F – A shared use path signing project for the Red River Trail and the Milwaukee Trail**
Metro COG completed a wayfinding study a few years ago and they identified 14 trails in the metro that should be signed. I think the project is a good one and should be implemented. This project has an estimated construction cost of \$75,000, split \$60,000 federal and \$15,000 local.

Note: The federal funding amounts for per project are capped at \$290,000, so I am recommending that we not apply for the 2nd Street pedestrian bridge using this type of federal aid, and solicit Urban Grant Program funds for that project.

PWPEC ROA
2020/2021 Transportation Alternatives Program
11/26/18 -- Page 2

On a motion by Nicole Crutchfield, seconded by Kent Costin, the Committee voted to recommend approval of the order of projects listed above for submittal to Metro COG for inclusion in our applications to NDDOT for funding in 2020 and 2021 respectively.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the projects listed above for submittal to Metro COG.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: 11/19/2018

Subject: Federal Aid Transportation Alternatives Program Applications for Years 2020 and 2021

The NDDOT is soliciting Transportation Alternatives Program applications (TAP) for federal aid shared use path/bridge projects for years 2020 and 2021 construction. Each year we apply for these funds and historically we've been successful in receiving them about 80% of the time. The following projects have been completed or are in the process of being completed using these funds since 2009:

- Shared use path and bridge over Drain 27 in Osgood (near 49th Avenue S)
- Shared use path and bridge over Drain 27 along 36th Street between 35th Avenue S & 40th Avenue S
- Red River shared use path lift bridge between Lindenwood and Gooseberry Parks
- Shared use paths along 12th Avenue N from I-29 to 45th Street, and along 45th Street from 7th Avenue N to 16th Avenue N
- Shared use path inside of Drain 53 from 52nd Avenue S to 58th Avenue S
- Shared use path along north side of 40th Avenue S from Drain 27 (near Timberline) to 18th Street
- Red River shared use path lift bridge between Oak Grove and Memorial Parks
- Dill Hill shared use path between 6th and 7th Avenues S just south of Island Park on what would be the 5th Street alignment.

Last year we submitted on three projects and were unsuccessful on all of them. The projects were the 2nd Street pedestrian bridge near City Hall, the Deer Creek/Drain 27 shared use path project, and the Coulee's Crossing shared use path.

My recommendations for projects to move forward with, in order, are as follows:

Project 1 - Deer Creek/Drain 27 shared use path project

The project's estimated construction cost is \$450,000, with a request of \$290,000 federal max and \$160,000 local. The path would run on the Drain 27 property south of 52nd Avenue S to the Veterans Boulevard street right-of-way, and then run across the City of Fargo property that the water storage reservoir sits on. It would run west to Deer Creek Parkway. I've also included a

2000' offshoot of a path that would run on top of the Drain 27 levee from the end of Veterans Boulevard to a City of Fargo parcel that houses a gatewell for storm sewer drainage into Drain 27.

Project 2 – Coulee's Crossing shared use path project

This shared use path project that would connect the Coulee's Crossing neighborhood to the Timberline/Fox Run shared use path via Drain 53. This would be a short project, roughly 700' in length, but would be a great connection to make as the Milwaukee Trail ends at 25th Street and really can't make it to the Drain 53 path system easily. This connection would allow folks to use 25th Street for about a block and then head west on Rose Creek Parkway to this connection. This project has an estimated construction cost of \$200,000, split \$160,000 federal and \$40,000 local.

Project 3 – Bison Village – shared use path

This path would connect 32nd Avenue N to 37th Avenue N via the 10th Street alignment behind the wastewater treatment plant. This project has an estimated construction cost of \$190,000, split \$152,000 federal and \$38,000 local.

Project 4 – River Drive shared use path

This path would run along the Red River from 40th Avenue S up to the new storm lift station located near 35th Avenue S. The plan would be to continue a path further north from here but there is one property that we cannot get around north of 35th Avenue S. This project has an estimated construction cost of \$330,000, split \$264,000 federal and \$66,000 local.

Project 5 – A shared use path signing project for the Red River Trail and the Milwaukee Trail

Metro COG completed a wayfinding study a few years ago and they identified 14 trails in the metro that should be signed. I think the project is a good one and should be implemented. This project has an estimated construction cost of \$75,000, split \$60,000 federal and \$15,000 local.

Note: The federal funding amounts for per project are capped at \$290,000, so I am recommending that we not apply for the 2nd Street pedestrian bridge using this type of federal aid, and solicit Urban Grant Program funds for that project.

Recommended Motion

Approve the order of projects listed above for submittal to Metro COG for inclusion in our applications to NDDOT for funding in 2020 and 2021 respectively.

Attachments

PROJECT SUBMITTAL LIST

Entity: City of Fargo		Contact Person: Jeremy Gorden		Revision: October 2013						
Date: November 19, 2018		Phone Number: 241-1529		If you have questions with filling out the list, please contact Stacy Hanson at 701-328-4469						
FISCAL YEAR	FUNDING CATEGORY ⁽¹⁾	FUNCTIONAL CLASSIFICATION ⁽²⁾	INVESTMENT STRATEGY ⁽³⁾	TYPE OF WORK ⁽⁴⁾	PROJECT LOCATION	PROJECT COST				
						TOTAL	FEDERAL	STATE	LOCAL	NON-PARTICIPATING
2021	URBAN GRANT	Minor Arterial	N/R	New Ped Bridge	200 block of 2nd Street N	\$ 3,000,000	\$ 2,400,000	\$ -	\$ 600,000	
2023	PrP/SecR	Principal Arterial	N/R	Street Reconstruction	19th Avenue N - I-29 East Ramp to 18th Street	\$ 13,000,000	\$ 10,400,000	\$ 1,300,000	\$ 1,300,000	
2023	URP	Principal Arterial	N/R	Street Reconstruction	52nd Avenue S - 63rd Street to Sheyenne Street	\$ 7,000,000	\$ 5,000,000	\$ -	\$ 2,000,000	
2023	URP	Collector	N/R	Street Reconstruction	17th Avenue S - 5th Street to 17th Street	\$ 3,750,000	\$ 2,750,000	\$ -	\$ 1,000,000	
2020 or 2021	TA		N/R	Shared Use Path	Deer Creek/Drain 27 Shared Use Path	\$ 450,000	\$ 290,000	\$ -	\$ 160,000	
2022 or 2021	TA		N/R	Shared Use Path	Coulee's Crossing/Drain 53 Shared Use Path	\$ 200,000	\$ 160,000	\$ -	\$ 40,000	
2023 or 2021	TA		N/R	Shared Use Path	Bison Village Shared Use Path	\$ 190,000	\$ 152,000	\$ -	\$ 38,000	
2024 or 2021	TA		N/R	Shared Use Path	River Drive Shared Use Path	\$ 330,000	\$ 264,000	\$ -	\$ 66,000	
2024 or 2021	TA		N/R	Signing	Red River Trail and Milwaukee Trail	\$ 75,000	\$ 60,000	\$ -	\$ 15,000	

Notes Description

- (1) PIR = Primary Regional, SecR = Secondary Regional, URP = Urban Roads Program, TA = Transportation Alternatives, INT = Interstate, BRI = Bridge
- (2) Interstate, Principal Arterial, Minor Arterial, Collector
- (3) PM = Preventive Maintenance, MIR = Minor Rehabilitation, SI = Structural Improvement, MaR = Major Rehabilitation, N/R = New/Reconstruction
- (4) Brief description of the project (Ex: Thin Lift Overlay, Mill and Overlay, Concrete Pavement Repair, etc.)



City of Fargo, ND



Deer Creek/Drain 27

11/19/2018 7:52:50 AM

1:9,028

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Coulee's Crossing

1:4,514

11/19/2018 7:49:53 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





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Bison Village

1:4,514

11/19/2018 7:58:16 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

River Drive

1:9,028

11/19/2018 7:48:33 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*

DATE: NOVEMBER 29, 2018

RE: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) – PROPERTY ACQUISITION, BLIGHTED AND HAZARDOUS PROPERTY REMOVAL, & AFFORDABLE HOUSING DEVELOPMENT

On Wednesday, November 28th, the Planning Department received support from the Finance Committee to proceed with CDBG program updates, including support to proceed with a house purchasing blitz for properties eligible to be purchased under the federal HUD program.

Program Update: Staff is currently collaborating with Inspections Department, Assessors Department, and a local realtor regarding single-family properties that would meet the federal program criteria. As part of the HUD program, the City has purchased properties in the past, but it was typically only one or two properties a year. Given the current status of our funds and the alignment with community and program goals, staff sees the opportunity to meet a national objective and at the same time implement an initiative that is supportive of our long range goals and housing stabilization goals that are prevalent in GO2030 and the City's 5 year HUD Consolidated Plan.

CDBG Summary: The City is currently holding an excess amount of funds based on goals of renovating the Laschkowitz high-rise in partnership of the Fargo Housing Redevelopment Authority. This project is taking a long time to come into fruition and as such, the excess funds we are holding provides a risk of penalties and rule violations from HUD. The staff have 2-3 program initiatives to help us get the money into the community faster; one of these programs is purchasing properties for rehab or demolition and building our affordable housing stock.

This house purchasing blitz has a goal to purchase 5-6 properties with these program parameters:

- Willing sellers, vacant or in foreclosure
- Asking price less than assessed value
- Blighted conditions
- Redevelop or rehab the site to add affordable housing or stabilize the housing stock.
- The purchase, rehab or rebuild would end in increased value on the property and be compatible with the surrounding context
- A lien would be placed on the property to pay back CDBG monies or require affordability period
- Removal of blighted and hazardous property may be City-wide and include any of the following clearance and remediation activities; acquisition, environmental remediation,

clearance, demolition, and relocation benefits to qualified tenants or owners as required by state and federal law.

There are approximately 10 properties staff has been monitoring and we are taking the necessary steps toward making purchase agreement offers as soon as possible. We are working with Dave Lanpher, Park Realty to help us identify properties and owner and market history. Dave Lanpher has worked with the City of Fargo in this capacity before.

Staff is seeking:

- Permission for the Planning Director to enter into purchase agreements as opportunities become available between December 2018 – July 1, 2019 subject to City Commission approval.
- The amount of money eligible to spend in this program activity is approximately \$550,000.
- Enter into and execute contracts and other documents necessary to effectuate property acquisition and related activities; such as appraisals and environmental reviews as required by HUD.

Each property narrative is unique; the City would seek development partners and contract approvals following City purchase policy related to each property's redevelopment circumstances. Examples of this program includes partnerships with Habitat for Humanity, Rebuilding Together, or the High School Rebuild programs. The primary goal is acquisition; as properties become available individual agreements and plans of action would be brought back to City Commission as needed.

Next steps:

Upon confirmation of this initiative, staff will begin bringing individual purchase agreements to the City Commission as soon as possible. Besides this program initiative, staff seeks a series of approvals in order to meet HUD/Fargo community development goals. This includes plan amendments to the 2018 CDBG and HOME Action Plan and the 5-Year Consolidated Plan (2015-2019). The public hearing for these amendments is scheduled for the December 17, 2018 City Commission meeting and includes a 30-day public notice process. We will seek City Commission action on the plan amendments at the City Commission meeting following the Public Hearing, on January 2, 2019. For reference of the upcoming hearing on December 17th, please find a copy of the public notice attached in this packet.

Suggested Motion:

To confirm the Finance Committee's recommendation and accept this plan of action, and authorize the Planning and Development Department to begin implementation, including seeking property acquisition.

**Notice of Public Hearing & Public Comment Period
5-Year Consolidated Plan & Annual Action Plan Amendments
for Housing and Community Development
Community Development Block Grant (CDBG) Program**

The City of Fargo is considering amendments to its Community Development Block Grant (CDBG), a grant awarded to the City by the U.S. Department of Housing and Urban Development (HUD). Following a public comment period and subsequent City Commission action on January 2, 2019, a recommendation regarding these amendments will be forwarded to HUD for their consideration and approval. All citizens are welcome to submit comments at any time during the public comment period or at the public hearing. In advance of the public hearing, alternative formats of this information and accommodation for persons with disabilities will be made upon request (10 hour notice is required). To arrange for services call 701.241.1474; for TDD/Relay service dial 701.241.8258.

Public Comment Period: December 1, 2018 through December 30, 2018

Send written comments or phone: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144

Public Hearing: Monday, December 17, 2018 - 5:15 p.m.
City Commission Chambers
200 3rd Street North, Fargo ND 58102

Final City Commission Consideration: Wednesday, January 2, 2019

Electronic Comments: planning@FargoND.gov

Summary of Proposed Amendment:

1. Revised Activity: Slum & Blight Abatement/Hazardous Property Clearance + \$520,585

May include any of the following clearance and remediation activities: acquisition, environmental remediation, clearance, demolition, rehabilitation to the extent necessary to eliminate a specific condition detrimental to public health and safety, and relocation benefits to qualified tenants or owners as required by state or federal law. The purpose of the amendment is to expand project location to city-wide, allowing for slum and blight removal to occur on a "spot basis" rather than in a specified area (i.e., slum blight area) and to increase the budget to help the City of Fargo meet timely expenditure requirements. Amendment would revise 5-Year Consolidated Plan and 2016/2017/2018 annual action plans. National Objective: Slum & Blight Spot Basis [24 CFR Part 570.208 (b)(2)]; potential HUD Matrix Codes: 04 Clearance and Demolition; 14G Acquisition for Rehabilitation

Priorities – Blighted/Hazardous structures and properties in deteriorated condition, including those under the City's abatement/code enforcement authority when the owner has not complied.

Financial – This amendment would increase the budget for this activity from \$100,000 to approximately \$620,585. Approximately \$520,585 will be obligated from unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

Amount	Source
\$100,000	Existing approved 2018 budget for Slum & Blight Abatement
\$165,000	Full reallocation of Public Facilities Improvements projects (i.e., Great Plains Food Bank - \$75,000/Jeremiah Program - \$50,000/Youthworks - \$40,000)
\$45,000	Partial reallocation of Rape & Abuse Crisis Center Public Facilities Improvements (Owner reduced scope of work)
\$100,000	Reallocation of 2017 Storefront Rehabilitation unused (2016 budget was over-budgeted and used to fund actual 2017 projects)
\$210,585	Program Income – Nokomis
\$620,585	TOTAL BUDGET (approx.)

Any additional CDBG program income received in 2018 will also be used for this activity. Program income is primarily based on sporadic single family loan repayments. It fluctuates from year to year and annual estimations may be over or under actual.

2. Canceled Activity: Great Plains Food Bank

CDBG funds were designated to support a facility upgrade at the Great Plains Food Bank (1720 3rd Avenue North). Based on factors such as availability of contractors and timing of donor pledge payments, Great Plains Food Bank notified the City of Fargo that they were not in a position to fulfill the federal requirements of the grant and declined the 2016 award. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03E – Neighborhood Facilities.

Financial: \$75,000 is proposed to be redirected from the Great Plains Food Bank project to Slum & Blight Abatement/Hazardous Property Clearance.

3. Canceled Activity: Jeremiah Program Fargo-Moorhead

The Jeremiah Program Fargo-Moorhead (801 Page Drive South), which houses and assists low-to-moderate income single mothers working on post-secondary education, declined a 2017 award for a public facilities improvement(s) project. Contractors and sub-contractors did not register in the System for Award Management prior to their construction deadline. Registration is required prior to entering into contracts on federally funded projects. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03C – Homeless Facilities – Not Operating Costs

Financial – \$50,000 is proposed to be redirected from the Jeremiah Program Fargo-Moorhead project to Slum & Blight Abatement/Hazardous Property Clearance.

4. Canceled Activity: Youthworks

Youthworks (315 University Drive South), which houses and assists homeless youth and young adults, declined a 2017 award for a public facilities improvement(s) project. They were unable to secure a contractor to complete the project following federal regulations of Davis Bacon Labor Standards (prevailing wages) and registration in the System for Award Management. Registration is required prior to entering into contracts on federally funded projects. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03Q – Facilities for Abused and Neglected Children

Financial – \$40,000 is proposed to be redirected from the Youthworks project to Slum & Blight Abatement/Hazardous Property Clearance.

5. New Activity – Gladys Ray Emergency Homeless Shelter Facilities Improvements or Relocation + \$150,000

The Gladys Ray Emergency Homeless Shelter (1519 1 Avenue South) provides a safe, temporary shelter to people who cannot access other shelter options in the community, and to help connect people to housing and services in a welcoming and non-judgmental environment. It has a capacity for 25 adult males and 10 adult females and is sponsored by the VA Health Care System to provide a Veteran's Drop-In Center. It also provides short-term residential, social (non-medical) detoxification services at its Withdrawal Management Unit (WMU). Since the shelter has occupied the space (2007), there has been no significant rehabilitation to the facility. The shelter has various needs for improvement including, but not limited to improvements in public common areas, sleeping areas, restrooms, the WMU, and exterior areas. It is possible that funds may be used for relocation to a different building if the costs of improvements outweigh the costs of relocation. This new goal would be added to the 5-Year Consolidated Plan, with the specific activity being added to the 2018 Annual Action Plan. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03C – Homeless Facilities (non-operating costs)

Financial – \$150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

6. New Activity – Washington Elementary School Playground Improvements + \$150,000

Playground equipment at the Fargo Public School's Washington Elementary is 30 years old and replacement parts are no longer available to repair the old playground. Replacing equipment and surfaces/landscaping would increase accessibility and safety as new equipment and playground-related codes have been changed significantly in the past 30 years. This playground also functions as a neighborhood playground and may be used by anyone. This new goal would be added to the 5-Year Consolidated Plan, with the specific activity being added to the 2018 Annual Action Plan. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03F – Parks, Recreational Facilities

Financial – \$150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

28

Improvement District No. BR-18-G2 Type: Change Order #2 & Time Extension

Location: 4 St S, 6 Ave S – 2 St & 6 Ave S, 4 St to 250' west Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	12/3/2018
PWPEC File	X
Project File	Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, regarding Change Order #2, in the amount of \$7,621.07, bringing the total contract amount to \$1,520,568.27.

Dakota Underground has also requested a time extension due to a delay receiving traffic signal and street light poles from the manufacturer. Since the exact date of the pole arrival is not known, the Contactor is asking for a revised Final Completion Date of December 14, 2018.

Staff is recommending approval of Change Order #2, in the amount of \$7,621.07, and time extension as shown below:

Original Completion Dates	Revised This Memo
Final – November 13, 2018	Final – December 14, 2018

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2 & time extension as shown above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$7,621.07, bringing the total contract amount to \$1,520,568.27 and the time extension to the Final Completion Date.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

	<u>Yes</u>	<u>No</u>
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
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Bruce Grubb, City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Kent Costin, Finance Director

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

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Brian Skanson, Project Manager
C: Thomas Knakmuhs, Assistant City Engineer
Date: November 13, 2018
Re: Change Order #2 & Time Extension for ID #BR-18-G2 Water Main Replacement, Street Reconstruction & Incidentals

Background:

Improvement District BR-18-G2 runs along 4th Street South from 6th Avenue South to 2nd Street and on 6th Avenue South from 4th Street South to approximately 250' west of 4th Street.

Dakota Underground Co, Inc. is the prime contractor on this project.

The attached Change Order in the amount of \$7,621.07 (0.5% of the original contract), which increases the total contract amount to \$1,520,568.27, is for additional work as shown on Change Order #2.

See Change Order #2 for the description of the extra work.

The Contractor is requesting a time extension due to the delay of traffic signal and street light poles from the manufacturer.

The signal and street light poles are currently scheduled to be finished by the manufacturer November 16, 2018, with two to three weeks for delivery and five days to install once on site. Since exact date of pole arrival is not known, the Contractor is asking for a revised Final Completion Date of December 14, 2018, however may not need the entire time as requested.

All other work on the project is complete.

Recommended Motion:

Approve Change Order #2 and the time extension to the Final Completion Date for the installation of traffic signal and street light poles as shown below:

Original Completion Dates	Revised This Memo
Final – November 13, 2018	Final – December 14, 2018



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

Improvement District No	BR-18-G2	Change Order No	2
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	11/14/2018	For	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: Additional work and time extension for Traffic Signal and Street Lights

This change order is for additional work as follows:

- 1.) I asked the contractor to add 2 temporary stop signs crossing east/west at 6th Ave South and 4th St South.
- 2.) The contractor had to add a 4.5 foot hydrant extension to get the hydrant up finish ground grade.
- 3.) During the shut down of the water main the City of Fargo valves did not work properly, so the contractor had to cut and cap the existing pipe to install the new water main.
- 4.) During the installation of the water main, the contractor ran across an unknown 18" clay tile pipe that required them to pump and plug to continue the installation of the water main.
- 5.) During the installation of the water main, the contractor ran across a 36" steel line that required them to cut out of the way to continue the installation of the water main.
- 6.) The contractor set forms as staked for sidewalk in front of the Fargo Morehead Community Theater that I decided were too high for the adjacent roadway. They had to tear down and reset the forms to meet the grades we needed.
- 7.) Due to the manufacture delay of the signalized crosswalk and street lights throughout the project with documentation the contractor has asked for an extension to the final completion date for this project.

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	118	* Extra - remove and replace forms	LS	0.00	0.00	0.00	1.00	1.00	394.79	394.79
									Paving Sub Total (\$)	394.79
Signing	118	Construction Signing	SF	0.00	0.00	0.00	4.00	4.00	55.00	220.00
									Signing Sub Total (\$)	220.00
Water Main Replacement	119	F&I Hydrant Ext. 36" High	EA	0.00	0.00	0.00	1.00	1.00	2,650.07	2,650.07
	120	Plug Pipe 8" Dia	EA	0.00	0.00	0.00	1.00	1.00	2,281.79	2,281.79
	122	Plug Pipe 36" Dia	EA	0.00	0.00	0.00	1.00	1.00	1,545.63	1,545.63
								Water Main Replacement Sub Total (\$)	6,477.49	
Sanitary Sewer	121	Plug Pipe 18" Dia	EA	0.00	0.00	0.00	1.00	1.00	528.79	528.79
									Sanitary Sewer Sub Total (\$)	528.79
								Grand Total (\$)	7,621.07	

* NC Items

Summary

Source Of Funding

Sales Tax Funds - Infrastructure - 420, Special Assessments, Utility Funds - Wastewater - 521, Utility Funds - Water - 501



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Net Amount Change Order # 2 (\$)	7,621.07
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	1,512,947.20
Total Contract Amount (\$)	1,520,568.27

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/13/2018	11/20/2018	0.00	24.00	10/13/2018	12/14/2018

Description

APPROVED *[Signature]* 11/14/18
 For Contractor
 Title *Project Manager*
Dakota Underground Company

APPROVED DATE

Department Head *[Signature]* 11/29/18
 Mayor
 Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. AN-17-G1 Type: Negative Final Balancing Change Order #3

Location: Roberts Alley, 2nd – 4th Ave N Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, regarding Negative Final Balancing Change Order #3, in the amount of \$-3,675.77, bringing the total contract amount to \$530,943.23.

Staff is recommending approval of Final Balancing Change Order #3, in the amount of \$-3,675.77.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #3.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-3,675.77, bringing the total contract amount to \$530,943.23.

PROJECT FINANCING INFORMATION:

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

COMMITTEE

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

ATTEST:

B. E. D.
 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No AN-17-G1 Change Order No 3
 Project Name P.C. Concrete Alley Paving & Incidentals
 Date Entered 11/20/2018 For Key Contracting Inc

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

EXPLANATION OF CHANGE:

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 (\$)
Storm Sewer	3	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	45.00	0.00	45.00	-20.00	25.00	85.00	-1,700.00
	4	F&I Manhole 4' Dia Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	5,500.00	-5,500.00
	5	F&I Inlet - Round (RD) Reinf Conc	EA	1.00	0.00	1.00	2.00	3.00	3,500.00	7,000.00
	6	Remove Inlet	EA	1.00	0.00	1.00	2.00	3.00	500.00	1,000.00
Storm Sewer Sub Total (\$)										800.00
Paving	10	Salvage & Install Fence	LF	30.00	0.00	30.00	-30.00	0.00	55.00	-1,650.00
	11	Remove Pavement All Thicknesses All Types	SY	1,537.00	0.00	1,537.00	95.53	1,632.53	12.00	1,146.36
	13	Subgrade Preparation	SY	1,541.00	0.00	1,541.00	81.63	1,622.63	3.00	244.89
	14	F&I Pavement 7" Thick Reinf Conc	SY	1,541.00	100.00	1,641.00	-4.47	1,636.53	109.00	-487.23
	15	F&I Pavement 6" Thick Asph	SY	25.00	0.00	25.00	-25.00	0.00	105.00	-2,625.00
	16	F&I Crushed Conc - 6" Thick	SY	200.00	210.00	410.00	-2.88	407.14	14.00	-40.04
	25	* additional garbage pickup for Xcel work	LS	0.00	0.00	0.00	1.00	1.00	187.50	187.50
	26	* additional labor cost for concrete - 5' ADA accessible sidewalk adjacent to 625 2nd Ave N	LS	0.00	0.00	0.00	1.00	1.00	4,680.00	4,680.00
	27	* saw and seal joints on 4th and 1st Ave N	LS	0.00	0.00	0.00	1.00	1.00	457.60	457.60
37	* Ped Epoxy message	LS	0.00	0.00	0.00	1.00	1.00	1,949.37	1,949.37	
Paving Sub Total (\$)										3,863.45



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Item #	Description	Unit	Original	Change	Current	Delta	Original	Change	Current	Delta
20	F&I Conduit 2" Dia	LF	4,355.00	2,250.00	6,605.00	-3.70	6,601.30	13.00	-48.10	
21	F&I Conduit 4" Dia	LF	3,165.00	0.00	3,165.00	-66.10	3,098.90	13.20	-872.52	
22	F&I Conduit 2.5" Dia	LF	1,560.00	400.00	1,960.00	-480.90	1,479.10	14.00	-6,732.60	
23	F&I Conduit 6" Dia	LF	2,250.00	400.00	2,650.00	-144.00	2,506.00	13.50	-1,944.00	
24	F&I MicroDuct	LF	1,362.00	1,360.00	2,722.00	28.00	2,750.00	13.50	378.00	
36	* 2 - 2" PVC Conduits - replaced broken terminal	LS	0.00	0.00	0.00	1.00	1.00	880.00	880.00	
									Utility Conduit system Sub Total (\$)	-8,339.22
									Grand Total (\$)	-3,675.77

* NC Items

Summary

Source Of Funding	
Net Amount Change Order # 3 (\$)	-3,675.77
Previous Change Orders (\$)	138,953.00
Original Contract Amount (\$)	395,656.00
Total Contract Amount (\$)	630,943.23

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2018	10/01/2018	0.00	0.00	09/01/2018	10/01/2018

Description

APPROVED *Steve Carr*
For Contractor
Key Contracting
Title VP

APPROVED DATE

Department Head
[Signature] 11/29/18
Mayor
Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

30

Improvement District No. MS-17-A0 (PN-19-B) Type: Contract Amendment #3
 Location: 52 Ave S – 45 St to Sheyenne St Date of Hearing: 11/26/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/3/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to a Contract Amendment submitted by Houston Engineering in the amount of \$353,520.36, bringing the total contract amount to \$1,113,059.99. The additional costs are for design services through bid and to provide construction phase services of shop drawing review and to address any design questions for phase I project and to provide design and permit submittal services for phase II.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Contract Amendment #3.

RECOMMENDED MOTION

Approve Contract Amendment #3 to Houston Engineering in the amount of \$353,520.36.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

(Revised)

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM
Engineer II-Storm Water/Flood Plain

Date: 11/20/2018

Subject: Request to Approve Contract Amendment #3 with Houston Engineering for Completion of Phase I Design Services and to set Budget for Phase II Design Services
City of Fargo Project No. MS-17-A0
52nd Avenue S – 45th Street to Sheyenne Street (Phase I 45th Street to just west of 63rd street and Phase II just west of 63rd street to Sheyenne Street, including the river bridge)

We have attached Contract Amendment (CA) #3 with Houston Engineering for design services associated with this important street improvement project that was bid earlier this month. The amendment is for **\$353,520.36**. The original contract amount covered the project environmental document required by Federal Aid. The original design work scopes were covered in CA 1 and CA 2 added right-of-way appraisal services. The principal changes involved integration of the 52nd Avenue project storm water system with the storm water projects currently underway on the new branch of Drain 27 that include conveyance of Sheyenne River water for potable water use for Fargo, coordination and relocation of private utilities to accommodate new storm sewer routing, and the splitting of the original Federal Aid project into two projects. Full explanations by work item are attached. The original amount for CA #3 submitted by Houston was for \$373,110.36. The City reviewed the request and after negotiation with Houston, the request was reduced by \$19,590.00. This amendment includes the design services through bid and to provide construction phase services of shop drawing review and to address any design questions for phase I project and to provide design and permit submittal services for phase II. **Since drafting this memo, Houston Engineering found they had left out the income and cost (attached) for CA #2.**

We support approval of this scope of services and associated fee. The funding source for this work will be a combination of Special Assessments and Sales Tax Funds.

The value of the Metro COG contract is \$149,463.76 (119,571.01 Federal/29,892.75 City), and the current value of the City of Fargo contract with Houston is \$151,565.63 for the environmental document, plus CA #1 for the original design scope at \$596,860.00, plus CA #2 for appraisal services at \$11,114.00 plus CA #3 at \$353,520.36.

Recommended Motion

Approval of Contract Amendment #3 in the amount of **\$353,520.36** to Houston Engineering bringing the total contract amount to \$1,113,059.99.

Attachment

March 26, 2018

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Improvement District No. MS-17-A0 (PN-19-B) Type: Contract Amendment #2

Location: 52 Ave S – 45 St to Sheyenne St Date of Hearing: 3/19/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/26/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by Houston Engineering in the amount of \$11,114.00, bringing the total contract amount to \$759,539.63. The additional costs are for appraisal services.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of Contract Amendment #2.

RECOMMENDED MOTION

Approve Contract Amendment #2 to Houston Engineering in the amount of \$11,114.00.

PROJECT FINANCING INFORMATION:


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

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Mark Bittner, Director of Engineering	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input 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:


 Brenda E. Derrig, P.E.
 Division Engineer

C: Kristi Olson



Item A1

ENGINEERING DEPARTMENT

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

March 14, 2018

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE *JMG*
Division Engineer - Transportation
Subject: Request to Approve Contract Amendment #2 with Houston Engineering for Appraisal Services
City of Fargo Project No. MS-17-A0
52nd Avenue S – 45th Street to Sheyenne Street

I've attached Contract Amendment (CA) #2 with Houston Engineering for appraisal services associated with this important street improvement project slated for bid this fall. We're asked Rose Hoefs to complete a Basic Data Book for the corridor so we can use those numbers when negotiating the limited right-of-way that we need for this project. The amendment is for **\$11,114.00**. I support approval of this scope of services and associated fee. The funding source for this work will be a combination of Special Assessments and Sales Tax Funds.

The value of the Metro COG contract is \$149,463.76 (119,571.01 Federal/29,892.75 City), the value of the City of Fargo contract is \$151,565.63, plus CA #1 at 596,860.00 and this proposed CA #2 at 11,114.00.

Recommended Motion

Approval of Contract Amendment #2 in the amount of **\$11,114** from Houston Engineering to provide us appraisal services for the 52nd Avenue S street reconstruction project whose limits are 45th Street to Sheyenne Street, bringing the value of the contract with Houston Engineering from \$748,425.63 to \$759,539.63.

JMG/klo

Attachment

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 2

Project: HEI Cost Proposal Amendment 1 52nd Ave S
HE Project No. 6059-145

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Attn: Jeremy Gorden

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is to provide Appraisal Services related to the 52nd Avenue South Design and Plan Preparation as requested by the City of Fargo.

A Basic Data Book and Appraisal Preparation will be performed by RM Hoefs & Associates through subcontract, with additional coordination by HEI.

Houston Engineering, Inc. is pleased to provide this proposal to perform the work as outlined in Attachment 1. Tasks will be performed in accordance with our previously submitted contract hourly rates.

Fee: The total estimated fee for the above described tasks is \$11,114.00 as summarized in Attachment 1.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering,

Bismarck 701.323.0200 701.323.0300

Maple Grove 763.493.4522 763.493.5572

Minot 701.852.7931 701.858.5655

Thief River Falls 218.681.2951 218.681.2987



Page 2

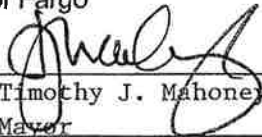
Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.


Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: 
Timothy J. Mahoney
Title: Mayor

Signature: 
Title: VP

Date: 3/26/18

Date: 3/13/18



Houston Engineering Inc.

Attachment 1

Client: **City of Fargo, ND**
 Project Name:

**Amendment No. 2 - Additional Services Associated with 52nd
 Avenue South Design Services - Basic Data Book and Appraisals**

Date: **3/13/2018****1. Appraisal Services Coordination**

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
Senior Project Manager	hr	2	\$392.00
Project Manager	hr	4	\$712.00
Task Total=			\$1,104.00

2. Subconsultant Fees - RM Hoefs & Associates

	<u>Unit</u>	<u>Quantity</u>	<u>Cost</u>
<u>Basic Data Book</u>	1	LS	<u>\$10,010.00</u>
Task Total=			\$10,010.00

**Total Cost - Amendment No. 1 - Additional
 Services Associated with 52nd Avenue South
 Design Services - Basic Data Book and
 Appraisals** **\$11,114.00**

**Bid Submittal from: RM Hoefs & Associates, Inc; PO Box 3102, Fargo, North Dakota 58108
 Reconstruction of 52nd Avenue South, from 45th Street South to Sheyenne Street**

		Assigned \$/Hr	Hrs	Quantity	Estimated	Subtotal I	Subtotal II	Total
		\$/Hr	Hours	Quantity	Estimated	Subtotal	Subtotal	Total
Basic Data Book Reporting Compliance USPAP Standard 2 and UASFLA Section D NDCC 24-.01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision								
Research sales and veriv salesn data entrv	Median	\$ 15.00		32	\$ 480.00			
Project and comp inspections	Rose	\$ 70.00		3	\$ 210.00			
Clerical preparation	Median	\$ 20.00		3	\$ 60.00			
Photo Addenda and Sales	Median	\$ 15.00		2	\$ 30.00			
					\$ 780.			
Basic Data Book Reporting Compliance USPAP Standard 2 and UASFLA Section D, NDCC 24-.01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision								
Preparation	Rose	\$ 70.00	20		\$ 1,400.00			
Subtotal Basic Data Book / Labo					\$ 5,600.		\$ 6,380	
Basic Data Book - Associated Expenses, Profit								
Estimated Payroll Tax Contribution					\$ 1,316.32			
Office Overhead (rent, machines, supplies, etc.					\$ 1,084.60			
Subtotal					\$ 2,401.		\$ 8,781	
Profit Margin					\$ 1,229.33			
TOTAL ESTIMATED COST BASIC DATA BOOK					\$ 1,229		\$ 10,010	

Task No.	Work Task Description	Original Design Estimate	Out of Scope Work from Last Phase	Additional Work to Finish Job	Total Additional Work	Revised Total
1.0	Project Administration					
1.1	Project Coordination	\$24,040.00	\$7,500.00	\$20,116.00	\$27,616.00	\$51,656.00
1.2	Internal Project Development and Staff Meetings	\$25,872.00	\$2,172.50		\$2,172.50	\$28,044.50
1.3	Plan Review Meetings	\$10,128.00	\$5,500.00	\$4,104.00	\$9,604.00	\$19,732.00
1.4	Progress Documentation	\$4,272.00		\$5,840.00	\$5,840.00	\$10,112.00
	Subtotal	\$64,312.00	\$15,172.50	\$30,060.00	\$45,232.50	\$109,544.50
2.0	Roadway Design					
2.1	Final Design / Geometrics	\$14,080.00	\$25,000.00		\$25,000.00	\$39,080.00
2.2	Cross Sections and Earthwork	\$8,048.00	\$2,500.00		\$2,500.00	\$10,548.00
2.3	Paving Layouts / Jointing	\$9,080.00	\$3,250.00		\$3,250.00	\$12,330.00
2.4	Storm Sewer Plan and Profile	\$4,572.00	\$14,276.00		\$14,276.00	\$18,848.00
2.5	Erosion and Sediment Control	\$5,348.00		\$2,256.00	\$2,256.00	\$7,604.00
2.6	Quantities and Estimate of Probable Construction Cost	\$8,440.00	\$2,500.00	\$4,092.00	\$6,592.00	\$15,032.00
2.7	Develop Special Instructions to Bidders	\$1,986.00		\$2,272.00	\$2,272.00	\$4,258.00
2.8	Plan Preparation (Cover Sheet, Details, Typical Sections, Etc.)	\$32,956.00	\$29,435.25	\$10,000.00	\$39,435.25	\$72,391.25
2.9	Addendum for existing plans		\$7,500.00		\$7,500.00	\$7,500.00
	Subtotal	\$84,510.00	\$84,461.25	\$18,620.00	\$103,081.25	\$187,591.25

Task No.	Work Task Description	Original Design Estimate	Out of Scope Work from Last Phase	Additional Work to Finish Job	Total Additional Work	Revised Total
3.0	Structural Design					
3.1	Cass County Drain 27 Structure					
3.1.1	Preliminary Design	\$14,768.00		\$0.00	\$0.00	\$14,768.00
3.1.2	Final Design	\$36,594.00		\$0.00	\$0.00	\$36,594.00
3.2	Sheyenne River Structure					
3.2.1	Preliminary Design	\$15,858.00		\$12,144.00	\$12,144.00	\$28,002.00
3.2.2	Final Design	\$35,810.00	-\$30,200.00	\$33,048.00	\$2,848.00	\$38,658.00
3.2.3	Geotechnical Borings and Analysis (Terracon)	\$9,500.00	\$2,425.00		\$2,425.00	\$11,925.00
3.3	Lift Station and pedestrian Tunnel Design	\$6,464.00	-\$4,000.00		-\$4,000.00	\$2,464.00
3.4	Additional Work for bridge (control gate)		\$5,300.00		\$5,300.00	\$5,300.00
	Subtotal	\$118,994.00	-\$26,475.00	\$45,192.00	\$18,717.00	\$137,711.00
4.0	Traffic Engineering					
4.1	Traffic Signal Design	\$40,620.00		\$0.00	\$0.00	\$40,620.00
4.2	Temporary Traffic Signal Design	\$9,394.00		\$0.00	\$0.00	\$9,394.00
4.3	Pavement Marking Design	\$9,024.00	\$2,500.00		\$2,500.00	\$11,524.00
4.4	Permanent Signing	\$13,862.00	\$1,000.00		\$1,000.00	\$14,862.00
4.5	Lighting	\$14,184.00	\$2,000.00		\$2,000.00	\$16,184.00
4.6	Temporary Traffic Control and Phasing	\$25,360.00	\$2,000.00	\$10,944.00	\$12,944.00	\$38,304.00
4.7	63rd St. Warrant Analysis, Plan Sheet Revisions, and Memo Analysis	\$0.00	\$21,186.00	\$0.00	\$21,186.00	\$21,186.00
	Subtotal	\$112,444.00	\$28,686.00	\$10,944.00	\$39,630.00	\$152,074.00

Task No.	Work Task Description	Original Design Estimate	Out of Scope Work from Last Phase	Additional Work to Finish Job	Total Additional Work	Revised Total
5.0	Hydraulics / Hydrology					
5.1	Structure Hydraulics	\$9,250.00	\$12,110.00		\$12,110.00	\$21,360.00
5.2	Storm Sewer					
5.2.1	Coordination with City of Fargo	\$2,736.00			\$0.00	\$2,736.00
5.2.2	Storm Sewer Inlet Design (45th to Sheyenne)	\$24,988.00			\$0.00	\$24,988.00
5.2.3	East Drain #27 - Existing Conditions Watershed Analysis and Flood Control Review	\$3,512.00			\$0.00	\$3,512.00
5.2.4	East Drain #27 - With Project Watershed Analysis and Flood Control Review	\$3,512.00			\$0.00	\$3,512.00
5.2.5	East Drain #27 - Preliminary Watershed Improvement Alternative Review	\$2,732.00			\$0.00	\$2,732.00
5.2.6	West Drain 27 Watershed - Existing Conditions Watershed Analysis and Flood Control Review	\$3,578.00			\$0.00	\$3,578.00
5.2.7	West Drain 27 Watershed - With Project Watershed Analysis and Flood Control Review	\$3,578.00			\$0.00	\$3,578.00
5.2.8	West Drain 27 Watershed - Watershed Improvement Alternative Review	\$2,732.00			\$0.00	\$2,732.00
5.2.9	Pedestrian Underpass – Pump Station Design (OPTIONAL)	\$15,004.00	-\$12,000.00		-\$12,000.00	\$3,004.00
5.3	Additional Coordination and multiple design due to work with lift station and drainage revisions		\$5,712.50		\$5,712.50	\$5,712.50
	Subtotal	\$71,622.00	\$5,822.50	\$0.00	\$5,822.50	\$77,444.50
6.0	Utility Coordination					
6.1	Prepare plans showing all known public and private utilities within construction limits.	\$2,920.00	\$2,000.00		\$2,000.00	\$4,920.00
6.2	Determine potential public and private utility impacts and reconstruction and present the City with alternatives to mitigating impacts	\$4,682.00	\$2,500.00		\$2,500.00	\$7,182.00
6.3	Coordination meetings with private utility companies once conceptual layouts have been determined.	\$6,624.00		\$2,712.00	\$2,712.00	\$9,336.00
6.4	Add water and sanitary sewer.		\$35,564.00		\$35,564.00	\$35,564.00
6.5	Additional Coordination with utility companies and conflicts due to water and sanitary inclusion		\$13,157.00			\$13,157.00
6.6	Hire Contractor to verify water depth		\$9,524.61		\$9,524.61	\$9,524.61
	Subtotal	\$14,226.00	\$62,745.61	\$2,712.00	\$65,457.61	\$79,683.61

Task No.	Work Task Description	Original Design Estimate	Out of Scope Work from Last Phase	Additional Work to Finish Job	Total Additional Work	Revised Total
7.0	Right-of-Way					
7.1	Legal Survey	\$3,442.00		\$0.00	\$0.00	\$3,442.00
7.2	Prepare Exhibits for City of Fargo Acquisition	\$14,240.00	\$4,000.00	\$0.00	\$4,000.00	\$18,240.00
7.3	Additional Appraisal for Veteran's Blvd Work		\$2,036.00	\$0.00	\$2,036.00	\$2,036.00
7.4	Additional Title Work for Veteran's Blvd Work (ND Guaranty)		\$3,750.00		\$3,750.00	\$3,750.00
7.5	Amendment No. 2 (Hoef's - previously approved)		\$11,114.00		\$11,114.00	\$11,114.00
	Subtotal	\$17,682.00	\$20,900.00	\$0.00	\$20,900.00	\$38,582.00
8.0	Landscape Architecture					
8.1	Landscape Concept Development					
8.1.1	Meeting (Includes Prep and Follow Up)	\$1,560.00		\$0.00	\$0.00	\$1,560.00
8.1.2	Develop 2 Alternative Concepts	\$5,120.00		\$0.00	\$0.00	\$5,120.00
8.1.3	Review Meeting (Includes Prep and Follow Up)	\$1,560.00		\$0.00	\$0.00	\$1,560.00
8.1.4	Preferred Concept	\$2,628.00		\$0.00	\$0.00	\$2,628.00
8.1.5	Concept Cost Estimate	\$1,171.00		\$0.00	\$0.00	\$1,171.00
8.2	Landscape Final Design					
8.2.1	Design Plans	\$21,098.00		\$0.00	\$0.00	\$21,098.00
8.2.2	3 Progress Submittals	\$2,628.00		\$0.00	\$0.00	\$2,628.00
8.2.3	Specifications	\$3,935.00		\$0.00	\$0.00	\$3,935.00
8.2.4	Final Cost Estimate	\$3,878.00		\$0.00	\$0.00	\$3,878.00
8.2.5	Bidding Assistance	\$2,740.00		\$0.00	\$0.00	\$2,740.00
8.2.6	2 Design Review Meetings (Includes Prep and Follow Up)	\$3,120.00		\$0.00	\$0.00	\$3,120.00
	Subtotal	\$49,438.00	\$0.00	\$0.00	\$0.00	\$49,438.00

Task No.	Work Task Description	Original Design Estimate	Out of Scope Work from Last Phase	Additional Work to Finish Job	Total Additional Work	Revised Total
9.0	Permitting					
9.1	Permit Applications	\$3,934.00	\$2,966.50	\$29,892.00	\$32,858.50	\$36,792.50
9.2	Cultural Resources for Work on Veteran's		\$2,975.00		\$2,975.00	\$2,975.00
	Subtotal	\$3,934.00	\$5,941.50	\$29,892.00	\$35,833.50	\$39,767.50
10.0	Public Relations					
10.1	Meet with private landowners to discuss impacts to properties	\$12,480.00		\$0.00	\$0.00	\$12,480.00
	Subtotal	\$12,480.00	\$0.00	\$0.00	\$0.00	\$12,480.00
11.0	Construction Support					
11.1	Support during bidding and construction	\$14,792.00		\$0.00	\$0.00	\$14,792.00
11.2	Assumed Design Revisions and Changes			\$15,000.00	\$15,000.00	\$15,000.00
	Subtotal	\$14,792.00	\$0.00	\$15,000.00	\$15,000.00	\$29,792.00
12.0	QA/QC					
12.1	Project Management	\$392.00		\$14,960.00	\$14,960.00	\$15,352.00
12.2	Roadway Design/Roundabout or R-Cut geometrics review	\$21,324.00			\$0.00	\$21,324.00
12.3	Structural Design	\$3,136.00			\$0.00	\$3,136.00
12.4	Traffic Engineering	\$3,756.00			\$0.00	\$3,756.00
12.5	Hydraulics and Hydrology	\$712.00			\$0.00	\$712.00
12.6	Utility Coordination	\$1,620.00			\$0.00	\$1,620.00
12.7	Right-of-Way	\$1,104.00			\$0.00	\$1,104.00
12.8	Public Relations	\$392.00			\$0.00	\$392.00
	Subtotal	\$32,436.00	\$0.00	\$14,960.00	\$14,960.00	\$47,396.00

Total Person-Hours	\$596,870.00	\$197,254.36	\$167,380.00	\$364,634.36	\$961,504.36
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494

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 3

Project: HEI Cost Proposal Amendment 1 52nd Ave S
HE Project No. 6059-145

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Attn: Jeremy Gorden

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is to provide additional services for out of scope work for 52nd Ave. from 45th St. to just west of 63rd St. as well as to provide the remaining design and engineering to complete plans from west of 63rd St. to Veteran's Boulevard. The plans will be brought to a 95% level and provided to the City of Fargo. Permitting required for the Sheyenne River intake structure and bridge will also be completed as part of this task.

Fee: The total estimated fee for the above described tasks is \$353,520.36 as summarized in Attachment 1.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of



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indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Signature: Jimmy B. Laugli

Title: _____

Title: VP

Date: _____

Date: 11/26/18



Fargo Office



701.237.5065



701.237.5101

1401 21st Avenue North Fargo, ND 58102

Supplemental Design Services 52nd Ave. South – Sheyenne St. to West of 63rd St.

Project Understanding

HEI understands the intent of this scope and associated fee is for the design of 52nd Ave. from just west of 63rd St. (end of previous project) to Sheyenne Street.

A new 4-lane section will be required to accommodate expected future traffic. In addition, we assume that a new bridge will be required at the Sheyenne River. An existing water control structure located on the south side of the bridge will be replaced as part of the project. Extensive permitting and design will be required to accommodate the new structure.

We understand that this will be a City of Fargo lead project with no direct funding from the NDDOT at this time. Our estimated fee is based on HEI 2018 Standard Billing Rates.

Items that were considered out of scope for the previous project have also been included as part of this supplement. Items are described under each section as noted below.

1.0 Project Administration

1.1 Project Coordination

Sheyenne St to West of 63rd St

HEI shall provide overall coordination for the remainder of the project. Duties include scheduling, project oversight, budget management, etc.

Original Project Out of Scope Work

Additional coordination was required throughout the project due to changes in scope including permitting, utility coordination, etc.

1.2 Internal Project Development and Staff Meetings

Sheyenne St to West of 63rd St

HEI shall hold internal staff meetings throughout the design phase of the project to ensure the project schedule is maintained. These meetings will be as needed.

Original Project Out of Scope Work

Additional meetings were required to coordinate the additional work noted below.

1.3 Plan Review Meetings

Sheyenne St to West of 63rd St

HEI shall have representatives available for meetings with City of Fargo Staff to discuss plan review comments. Plan review meetings are anticipated at the kickoff and 90% plan submittal.

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Original Project Out of Scope Work

Additional meetings were held throughout the initial phase of this project, including bi-weekly staff meetings with the City that weren't originally in the scope. Additional plan review meetings were also held not originally anticipated.

1.4 Progress Documentation

HEI can submit progress reports if requested by the City. Condensed (1 page) reports would be provided monthly.

2.0 Roadway Design

2.1 Final Design and Geometrics

Original Project Out of Scope Work

Additional work was required during the initial design due to the modification of the loon locations once final plans were completed. In addition, multiple revisions were needed to work around power poles and gas mains after utility meetings. It was originally assumed that these utilities could be relocated.

A right turn lane was added at 45th St. that included additional work for lighting, utilities, storm sewer, signals, etc. This work was added after the initial scope.

Additional survey was required for the extra work on Veteran's Blvd. south of 52nd Ave. S. Additional channel survey for State Water Commission permits was also required.

The profile/geometry of the roadway was also changed multiple times for flood control purposes. Changes to storm sewer design were also required due to the profile modifications.

The intersections were originally designed with a standard 40' radius. They were later modified to a flared geometry to account for larger truck turning movements per a discussion with City. Following a later review, they were modified back to a standard 40' radius layout per City request.

Because the project was split into two projects, some redundant design effort is required to design temporary transitions, approaches, drainage, and other appurtenances that wouldn't have been included in the design had there been only one project.

2.2 Cross Sections and Earthwork

Original Project Out of Scope Work

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Because the project was split into two projects, some redundant design effort is required to design temporary transitions and approaches that wouldn't have been included in the design had there been only one project.

2.3 Paving Layouts / Jointing

Original Project Out of Scope Work

Additional work was required under the jointing and paving layouts due to modifications of the approach geometry and modifying the loon locations.

Because the project was split into two projects, some redundant design effort is required to design temporary transitions and approaches that wouldn't have been included in the design had there been only one project. The overall paving limits, quantity calculation, etc. was added effort.

2.4 Storm Sewer Design

Original Project Out of Scope Work

Significant additional modeling and storm sewer work was required following meetings with the City of Fargo consultant for the water intake. Lift stations and associated drainage projects were being constructed independently of the 52nd Ave. project and required coordination and additional modeling to integrate the various projects. In addition, separate modeling and cost breakdown was required due to project funding limits imposed by the NDDOT based on distance from roadway (drainage areas).

In addition, due to the project being split into two projects, independent storm sewer modeling was required for two separate systems (split at project boundaries) as well designing temporary drainage at the west end of the first project for the interim period.

2.5 Erosion and Sediment Control

HEI shall prepare erosion control layouts and details to be included in the plans meeting City of Fargo standards. The SWPPP and permit will be the responsibility of the contractor.

2.6 Quantities and Estimate of Probable Construction Cost

Sheyenne St to West of 63rd St

HEI shall prepare quantity take-off for required bid items. Major items include new concrete pavement, aggregate base, excavation and embankment, storm sewer, traffic signals, temporary and permanent signing/striping.

Original Project Out of Scope Work

Additional work was required to recalculate quantities based on revisions to the design,

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some post 95% review.

2.7 Develop Special Instructions to Bidders

HEI shall prepare the Special Instructions to Bidders per NDDOT and City of Fargo Standards, identifying critical project features not included in the standard specifications and construction schedule for inclusion into the final plan set.

2.8 Plan Preparation (Cover Sheet, Details, Typical Sections, Etc.)

Sheyenne St to West of 63rd St

HEI shall develop and submit a 30%, 90% and 100% plan set meeting City of Fargo standards

Original Project Out of Scope Work

Most of the additional work under this item is also covered under item No. 2.1. The work under this section of the plan preparation for those previous design elements noted. Because the project was split into two projects, some redundant plan preparation effort was required to design temporary transitions and approaches that wouldn't have been included in the design had there been only one project. Multiple detailing efforts were required to repeated due to splitting the plan set.

2.9 Addendum

Original Project Out of Scope Work

Prepare addendum to revise traffic control and other various changes based on City preference. Changes were submitted post 95% review. Other changes include incorporating the traffic signals at 63rd St. that were previously removed.

3.0 Structural Design

3.1 Sheyenne River Structure

3.1.1 Some preliminary design has been completed for the Sheyenne structure. Significant additional effort on the preliminary design was required due to the modification to the proposed flood gates (increasing the height). The previous time for the lift station and pedestrian tunnel design were removed from the scope. Geotechnical and hydraulic work are completed for this bridge.

4.0 Traffic Engineering

4.1 Traffic Signal Design

Traffic Signal work has been completed.

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4.2 Temporary Traffic Signal Design

Temporary traffic signal work has been completed.

4.3 Pavement Marking Design

Original Project Out of Scope Work

Because the project was split into two projects, some redundant design and plan preparation effort was required to design temporary transitions and approaches that wouldn't have been included in the design had there been only one project.

4.4 Permanent Signing

Original Project Out of Scope Work

Because the project was split into two projects, some redundant design and plan preparation effort was required to design temporary transitions and approaches that wouldn't have been included in the design had there been only one project.

4.5 Lighting

Original Project Out of Scope Work

Lighting design has essentially been completed. Because the project was split into two projects, some redundant design and plan preparation effort was required to duplicate efforts for details and transition lighting design (moving lights to signal poles due to limit changes, etc.)

4.6 Temporary Traffic Control and Phasing

Sheyenne St to West of 63rd St

HEI shall prepare a traffic control and phasing plan. It is assumed that the construction of the bridge at the Sheyenne River will require the roadway to be closed, and through traffic will be detoured. Local traffic will be maintained along 52nd Avenue to the extent possible. Field modifications to the phasing and traffic control plan by the contractor during construction are not included in this scope.

Original Project Out of Scope Work

Additional work was required to modify the traffic control and phasing following revisions requested by the City.

4.7 Signals

Original Project Out of Scope Work

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Additional work on signals at 45th St. (warrant analysis, signal modification, and turn lane addition) as well as 63rd St. Intersection and Warrant analysis. Significant coordination and analysis to justify signals at 63rd St. Original warrant by City wasn't accepted by NDDOT.

Additional work included significant research and an extensive memo prepared to dispute the preference by the NDDOT that all right turns be eliminated from the warrant analysis. In addition, the signal was originally in the plans, then removed, and then added again. Traffic signals were also moved outside of the clear zone or barrier protection was added per the request from the NDDOT.

5.0 Hydraulics / Hydrology

5.1 Structure Hydraulics

Original Project Out of Scope Work

Additional modeling was required on the Sheyenne River to account for the modifications to the water intake structure. Extensive profile analysis and event modeling was required that was over and above a standard hydraulic analysis. This extra effort was required due to a permit being required by the SWC for modifications to the structure. This information was also required to be sent through the local watershed district for concurrence and coordination.

5.2 Storm Sewer Analysis

See pervious write up under roadway design

5.3 Additional storm sewer design and analysis

Original Project Out of Scope Work

Additional design/revisions to storm sewer due to coordination with other City projects at west end of project. Revisions were also required due to roadway alignment/grading due to requested changes. The analysis was also redone to account for a phased project (at west end) and revising the outfall location post-analysis.

6.0 Utility Coordination

6.1 Prepare Existing Utility Plans

Original Project Out of Scope Work

Because the project was split into two projects, redundant utility plan preparation effort was required to present independent utility conflict plans.

6.2 Determine Utility Impacts

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Original Project Out of Scope Work

Additional coordination will be required for the western project due to changes in design as part of other projects being completed by the City. The lift station upgrade and storm sewer projects resulted in additional coordination on conflicts. In addition, survey crews were utilized to stake corridors for proposed utility location which wasn't in original scope.

6.3 Coordination Meetings

HEI shall meet with utility owners to discuss impacts and coordinate the relocation of private utilities prior to construction. It is anticipated that the project will impact existing telephone, fiber optic, underground power, television and overhead power facilities. It is assumed two joint meetings between HEI, project sponsors, and utility companies within the corridor as well as one additional individual meeting with each affected utility company will be required.

6.4 Add water and sanitary sewer to project

Original Project Out of Scope Work

Significant design and plan preparation were required to add the water main and sanitary sewer design to the project. Time was spent on conflict resolution with other utilities and ensuring grades would work. Extra meetings were required due to the inclusion of the utilities.

Inclusion of COF details for utility construction were added to plans as well as conversion to NDDOT standards for CAD. Pipeworks modeling was completed to aid in the determine of potential utility conflicts.

6.5 Coordination

Original Project Out of Scope Work

Additional meetings and coordination were required due to the inclusion of water and sanitary sewer. Multiple additional meetings and design was completed to incorporate into plans without significant conflicts.

6.6 Water potholing

Hired contractor to pothole existing water mains to determine depth and avoid potential conflicts.

7.0 Right-of-Way

7.1 Prepare Exhibits for City of Fargo Acquisition

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Original Project Out of Scope Work

Additional exhibits were required for work along Veteran's Blvd. Extra effort involved preparing exhibits and coordinating with the City.

7.3 Additional Appraisal for Veteran's Blvd

Original Project Out of Scope Work

Additional work for RM Hoefs to complete appraisal for work added to Veteran's Blvd south of 52nd Ave.

7.4 Additional title work

Original Project Out of Scope Work

Additional title work and ROW documents for work along Veteran's. Included is time to complete any potential ROW acquisition required for the project west of 63rd St.

8.0 Landscape Architecture

Completed previously

9.0 Permitting

9.1 Permit Applications

Original Project Out of Scope Work

Significant additional coordination early in process with SWC for Sheyenne River bridge water intake modifications. (3 permits needed). The required estimated fees to acquire the 3 SWC permits, the site specific USACE permit, and a watershed and floodplain permit are also included in this phase. Significant permitting work is anticipated at the Sheyenne River Bridge location.

9.2 Cultural Resource work on Veteran's

Original Project Out of Scope Work

Additional cultural work required by subconsultant to clear new potential ROW along Veteran's.

10.0 Public Relations

Previously completed

11.0 Construction Support

11.1 Construction Support

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This item was essentially carried forward from previous scope. Work was not completed but some shop drawing review is anticipated during construction. It is assumed that the City will review and approve most of the shop drawings, but HEI will likely be utilized to review Drain 27 bridge shop drawings (beams, railings, etc.).

11.2 Assumed Design Revisions and Changes

It is difficult to estimate plan changes that may be encountered during construction, however some level of design support will be necessary. Weekly construction meetings will be held by the City, but attendance by HEI personnel is not requested at this time and has not been included in the budget. For the sake of estimating, we have used a flat estimate of \$15,000 which will be tracked under a separate phase in our accounting software. Should level of effort during construction exceed that amount, a supplemental scope may be requested.

12.0 QA/QC

12.1 QA/QC

HEI shall perform Quality Assurance/Quality Control on all documents prior to submittal per the Quality Management Plan (QMP). This applies to, but is not limited to, all deliverables and tasks outlined in this scope.

(31)

November 28, 2018

Honorable Board of
City Commissioners
City of Fargo
Fargo, ND

Re: Bid Results and Recommendation to Reject All Bids
52nd Avenue S Reconstruction Project – 45th Street to 63rd Street
City of Fargo Improvement District No. BN-19-A1
NDDOT Project SU-8-984(164)

Dear Commissioners:

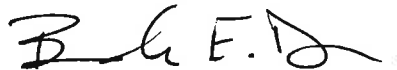
Bids were opened by the NDDOT on November 9, 2018 for this large street reconstruction project on 52nd Avenue S. The bids were as follows:

Dakota Underground Co.	\$ 17,591,552.98
Strata Corporation	\$ 20,296,948.65
Northern Improvement Company	\$ 21,455,327.54
Engineer's Estimate	\$ 14,836,694.10

The apparent low bidder was Dakota Underground Co. but the NDDOT rejected their bid based on analysis of their "Good Faith Effort" as part of the Disadvantaged Business Enterprise (DBE) requirements established by the NDDOT and the Federal Highway Administration for federal aid highway contracts. By doing so, the low bid for the project is Strata Corporation in the amount of \$20,296,948.65, an amount 36.8% over the preliminary engineer's estimate.

This office recommends that the City of Fargo reject all bids for the project and request the NDDOT rebid the project on a new bid opening date in early 2019.

Sincerely,



Brenda E. Derrig, P.E.
City Engineer

C: Strata Corporation
Northern Improvement Company
Stacey Hanson, NDDOT Local Gov't Div.
Laurie Peterson, NDDOT Construction Div.

(32)

November 15, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary & Permanent Easements
Improvement District #BN-19-A1**

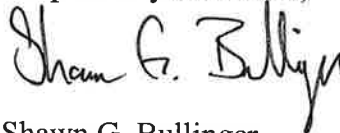
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary & permanent easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary & permanent easement from **Plecity Kowalski Construction, Inc.** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 16A & 16B
Landowner Plecity Kowalski Construction, Inc.		
Mailing Address 5949 53 Ave S Fargo, ND 58104		

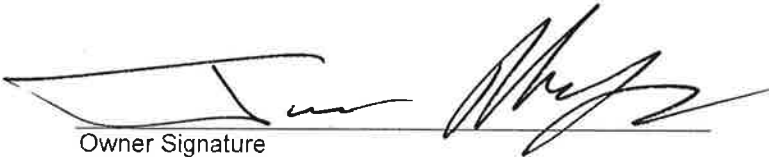
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

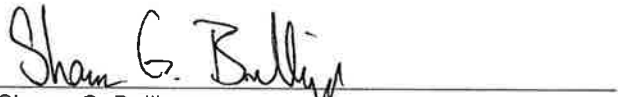
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 16,473.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>16,473.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>16,473.00</u>

*Description of Damages to Remainder are as follows:


Owner Signature

Signature hereby constitutes acceptance of offer as presented above.


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

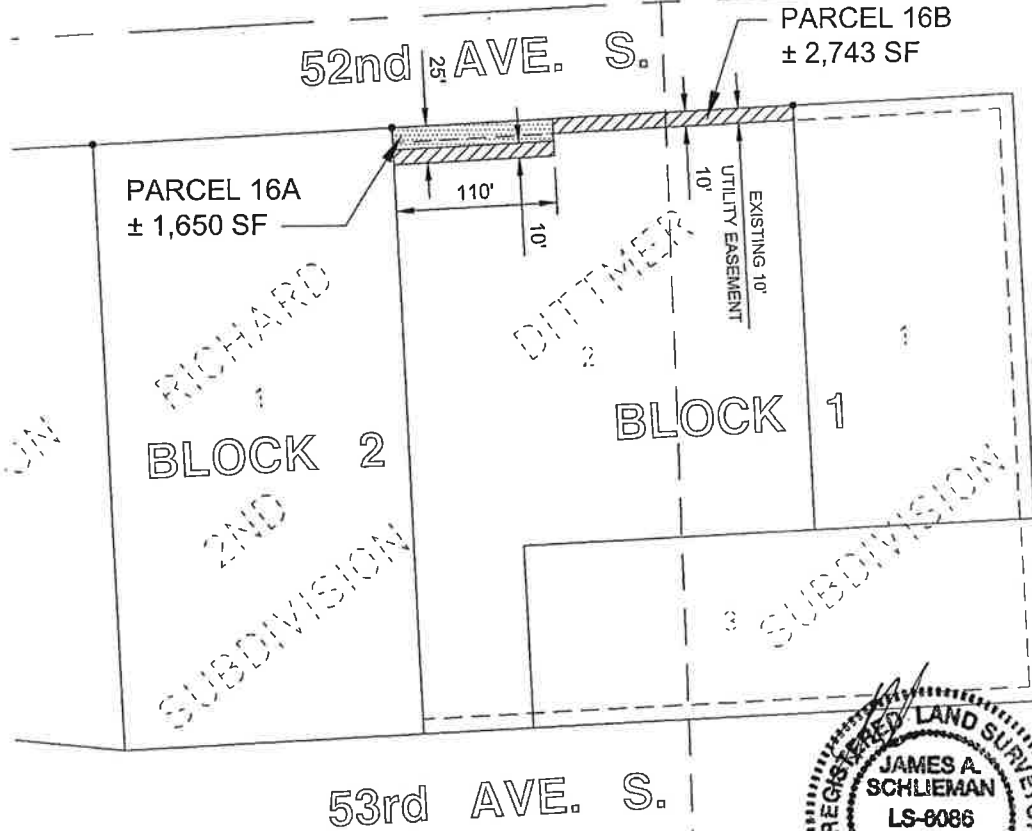
MAYOR

SIGNATURE

DATE

PARCELS 16A AND 16B
 PART OF LOT 2, BLOCK 1
 DITTMER SUBDIVISION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: PLECITY KOWALSKI CONSTRUCTION INC



Description- Parcel 16A: (Permanent Easement)

The North 15.00 feet of the West 110.00 feet of Lot 2, Block 1, Dittmer Subdivision, in the City of Fargo, Cass County, North Dakota.

Said tract contains 1,650 square feet, more or less.

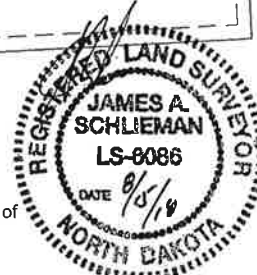
Description- Parcel 16B: (Temporary Construction Easement)

The South 10.00 feet of the North 25.00 feet of the West 110.00 feet of Lot 2, Block 1, Dittmer Subdivision, in the City of Fargo, Cass County, North Dakota.

Together with

The North 10.00 feet of Lot 2, Block 1, Dittmer Subdivision, in the City of Fargo, Cass County, North Dakota, less the West 110.00 feet thereof.

Said tract contains 2,743 square feet, more or less.



Scale: 1" = 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE
 BASED ON THE CITY OF
 FARGO GIS COORDINATE
 SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0145

PART OF LOT 2, BLOCK 1, DITTMER SUBDIVISION,
 CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

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33

November 15, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easement (Construction)
Improvement District #BN-19-A1**

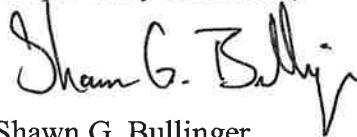
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Jale Holdings LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 8A
Landowner Jale Holdings LLC		
Mailing Address 7920 Sagittarius Circle S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 2,359.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>2,359.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>2,359.00</u>

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

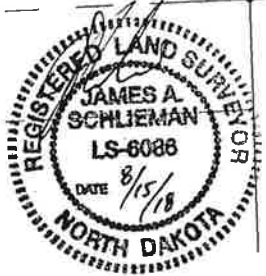
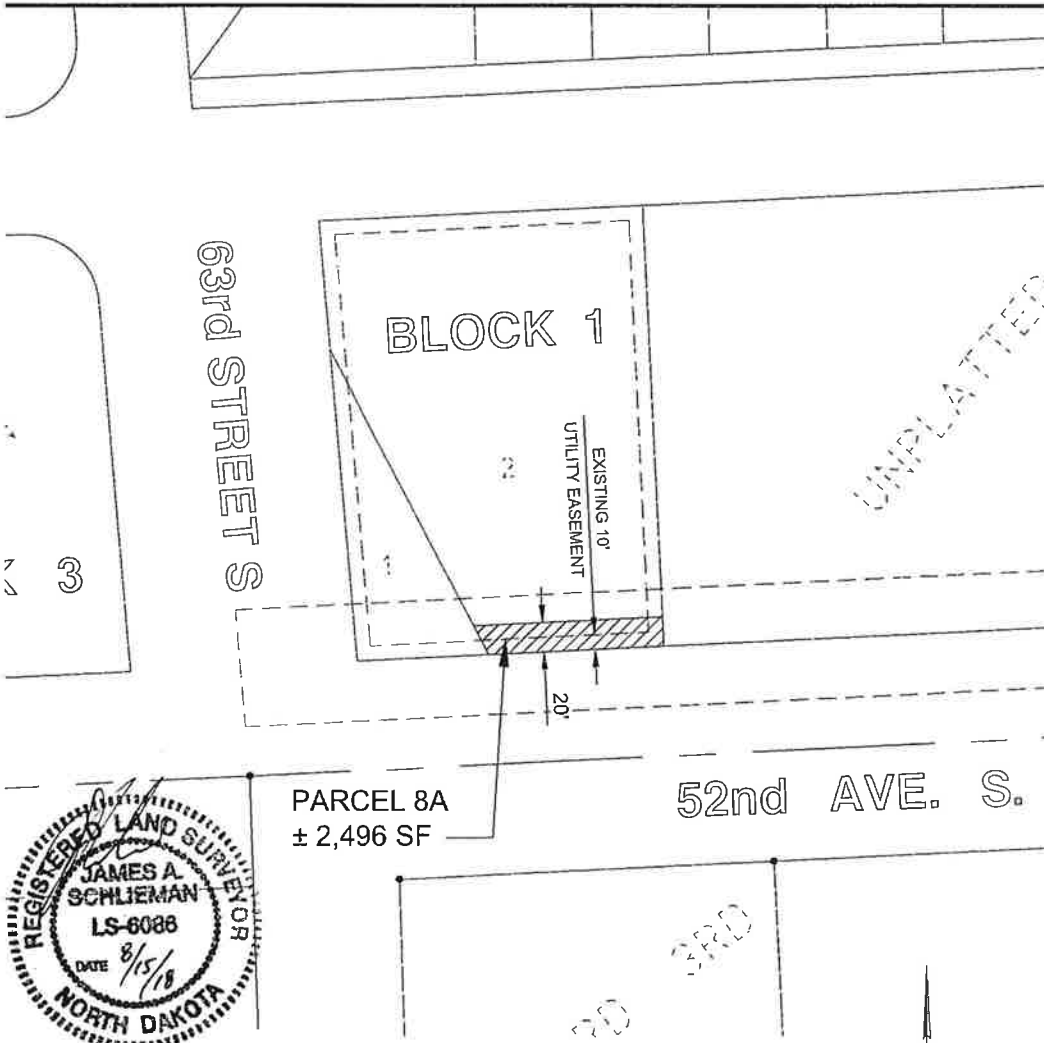
MAYOR

SIGNATURE

DATE

PARCEL 8A
 PART OF LOT 2 BLOCK 1
 ROCKING HORSE FARM 4TH ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: JALE HOLDINGS LLC



PARCEL 8A
 ± 2,496 SF

52nd AVE. S.

Description- Parcel 8A: (Temporary Construction Easement)

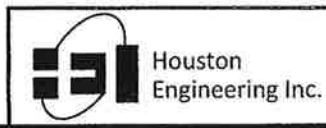
The South 20.00 feet of Lot 2, Block 1, Rocking Horse Farm 4th Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 2,496 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 2, BLOCK 1, ROCKING HORSE FARM 4TH ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
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(3A)

November 19, 2018

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

**Re: Memorandum of Offer to Landowner
Temporary Easements (Construction)
Improvement District #BN-19-A1**

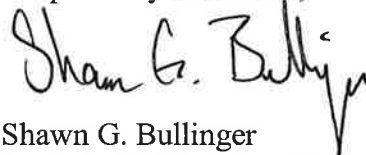
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of (2) temporary easements in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of (2) temporary easements from **Amerco Real Estate Company** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER **LANDOWNER**

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 19A & 20A
Landowner Amerco Real Estate Company		
Mailing Address 2727 Central Ave Phoenix, AZ 85004		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 4,948.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>4,948.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>4,948.00</u>

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney

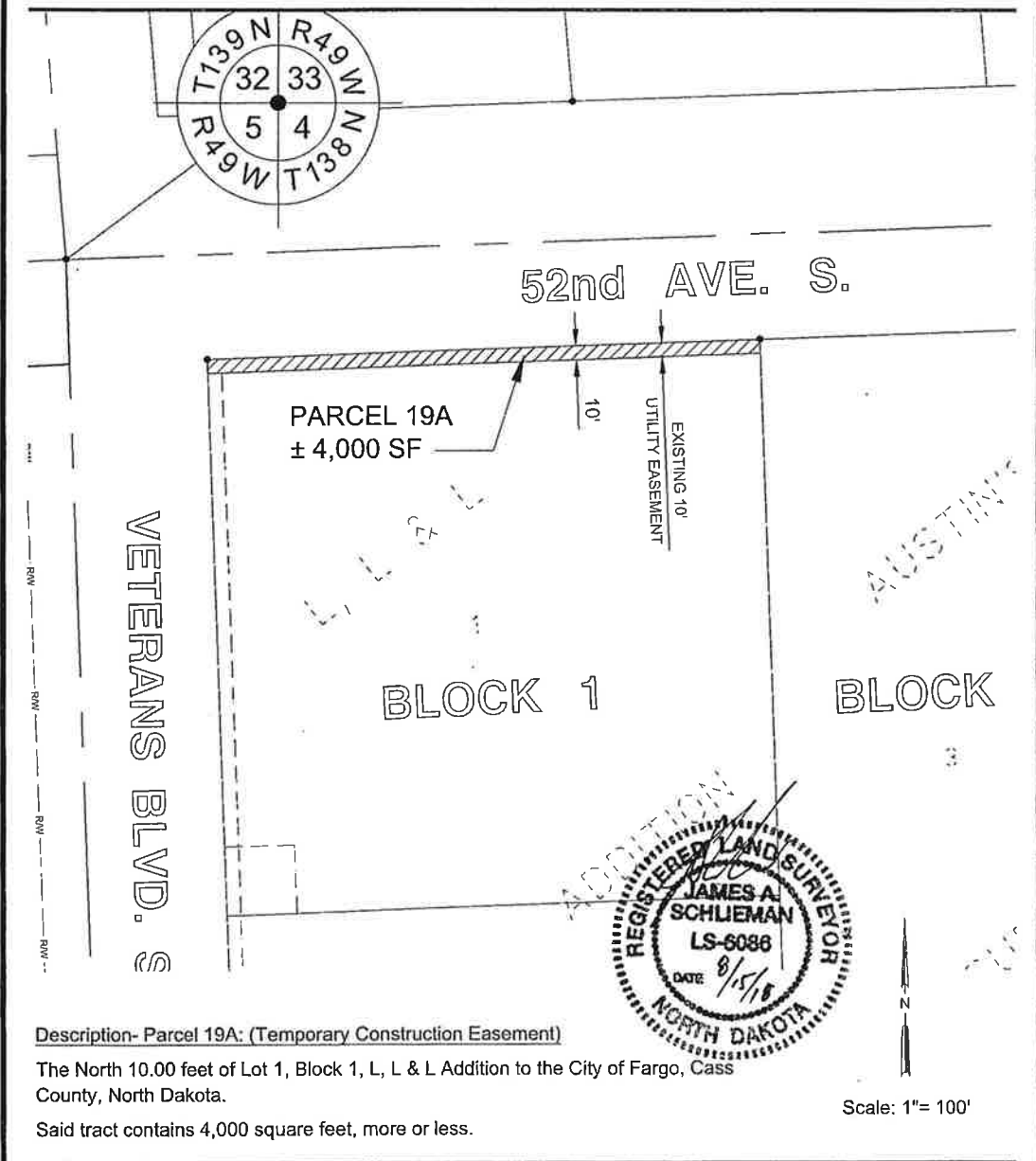
MAYOR

SIGNATURE

DATE

PARCEL 19A
 PART OF LOT 1, BLOCK 1
 L, L & L ADDITION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: AMERCO REAL ESTATE COMPANY



Description- Parcel 19A: (Temporary Construction Easement)

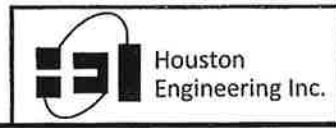
The North 10.00 feet of Lot 1, Block 1, L, L & L Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 4,000 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE
 BASED ON THE CITY OF
 FARGO GIS COORDINATE
 SYSTEM.



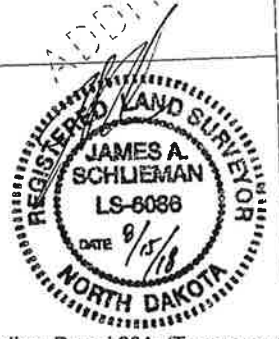
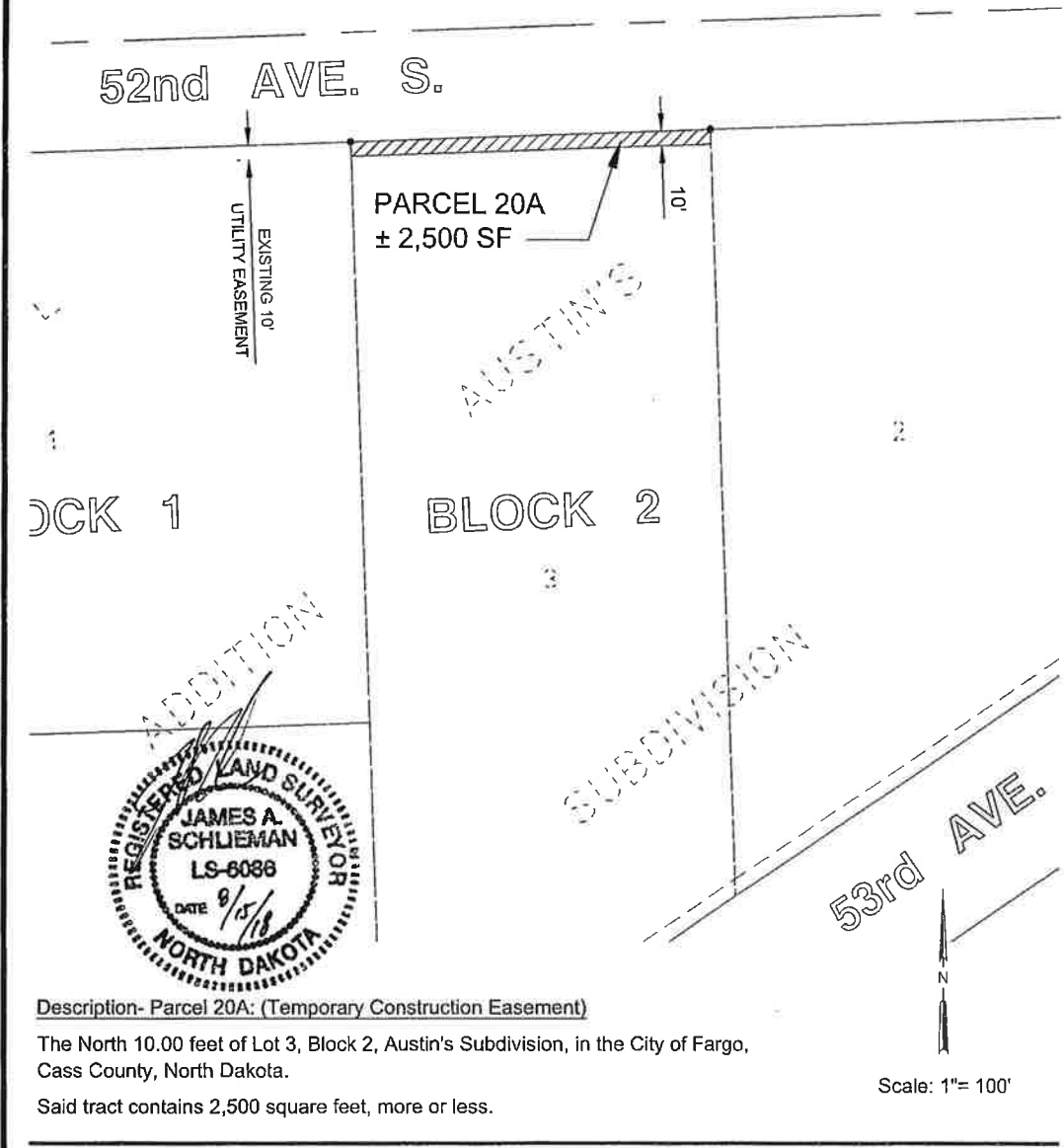
EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 1, BLOCK 1, L, L & L ADDITION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
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PARCEL 20A
 PART OF LOT 3, BLOCK 2
 AUSTIN'S SUBDIVISION
 CITY OF FARGO, CASS COUNTY
 STATE OF NORTH DAKOTA

OWNER: AMERCO REAL ESTATE COMPANY



Description- Parcel 20A: (Temporary Construction Easement)

The North 10.00 feet of Lot 3, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota.
 Said tract contains 2,500 square feet, more or less.

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



EASEMENT EXHIBIT

PROJECT NO.
6059-0145

PART OF LOT 3, BLOCK 2, AUSTIN'S SUBDIVISION,
CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

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