

FARGO CITY COMMISSION AGENDA  
Monday, February 26, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 12, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Receive and file an Ordinance Amending Section 25-1509, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
- 2. Receive and file and Ordinance Amending Section 18-0202, of Article 18-02 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places.
- 3. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 2/12/18:
  - a. Amending Section 25-1506, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
  - b. Amending Section 10-0304, of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
- 4. Resolution Establishing License Application Qualification Guidelines.
- 5. Appointment of Alissa R. Olson as an Assistant City Attorney.
- 6. Applications for Games of Chance:
  - a. Davies Young Guns for a raffle on 5/31/18.
  - b. Fargo South High for a raffle on 4/14/18.
  - c. USA Wrestling of North Dakota for a raffle on 7/19/18.
  - d. Wellspring for the World for a raffle on 3/1/18.
- 7. Tax exemptions for improvements made to buildings:
  - a. Chad R. Justesen, 2304 Centennial Rose Drive South (3 year).
  - b. Ace Group LLP, 3344 18th Street South (3 year).
  - c. Peter W. Zuger and Aubrey Fiebelkor-Zuger, 178 Prairiewood Drive South (3 year).
  - d. Michael S. Dawson, 614 8th Street South (5 year).
  - e. Ida M. Scherr, 1614 29th Avenue South (5 year).
  - f. Gregory C. Harness, 1139 5th Street North (5 year).
  - g. Gregory C. Harness, 1139 5th Street North (5 year).
  - h. Cupertino Cottages LLC, 1022 1st Street North (5 year).
  - i. Karen D. Drager, 1026 1st Street North (5 year).

- j. James R. Williams, 1115 7th Avenue North (5 year).
  - k. Charles F. Schmidt and Shawn L. Wing Schmidt, 1307 Oak Street North (5 year).
  - l. Richard G. and Kathleen Zaylskie, 415 7th Avenue South (5 year).
  - m. Melanie I. and Troy T. Rudnick, 1918 17th Street South (5 year).
8. 3-year extension to the Agreement with Paymentus Corporation to provide IVR and web payment services.
  9. 6-month extension of the Class "A" Alcoholic Beverage License for the Firebox.
  10. Amendment to Agreement with Community Medical Services Montana-Private, LLC to provide medication assisted treatment and counseling (SSP17270).
  11. Amended Notice of Grant Award with the ND Department of Health for family planning depression screening.
  12. Online Services Agreement with GovernmentJobs.com, Inc. d/b/a NEOGOV to provide an applicant tracking system.
  13. Agreement with Carl Walker to provide professional engineering services for repairs to city parking structures.
  14. Resolution approving Plat of Edition Second Addition.
  15. Community Housing Development Organization (CHDO) Sponsor Agreement with Beyond Shelter, Inc. and HomeField 2, LLLP to undertake certain activities with HOME grant funds and Declaration of Access Easement (Autumn Fields Second Addition).
  16. Certificates of Substantial Completion for the Police Department Remodeling Project at the Border States Electric Building.
  17. Authorization of the Fargo Police Department Summer Camp Program as well as a temporary/seasonal positions specific to the camp, funded through grants and charitable donations.
  18. Authorization Application for Airborne Custom Spraying to provide FAA Aerial Mosquito spraying.
  19. Bid awards for 2018 forestry services.
  20. Purchase of one crawler crane from Spyder Crane in the amount of \$62,300.00.
  21. Purchase of one articulated wheel loader from Titan Machinery in the amount of \$223,388.00.
  22. Agreement for Entry and Construction with Judie A. VandeVoort as Trustee of the Judie A. VandeVoort Revocable Living Trust (Project No. FM-15-K0).
  23. Sole Source Procurement with Border States Electric to provide Millerbernd street lighting poles and pole parts.
  24. Bid award for aggregate materials, concrete, asphalt, emulsified asphalt and re-bar (RFP18067).

25. Bid award for water main materials, miscellaneous materials, fire hydrants/parts and miscellaneous street materials (RFP18066).
26. Change Orders for Project No. WA1301:
  - a. No. 14 for an increase of \$63,662.00 for the general construction contract.
  - b. No. 12 for an increase of \$157,582.27 for the mechanical construction contract.
  - c. No. 7 for an increase of \$73,791.00 for the electrical construction contract.
27. Sole Source Procurement with Connection for the Supervisory Control and Data Acquisition (SCADA) network equipment for the Membrane Water Treatment Plant in the amount of \$73,223.07.
28. Bills.
29. Installation of dedicated bike lanes along 4th Street South from 12th Avenue to 2nd Street South (Improvement District No. BR-18-G1).
30. Creation and addition of Improvement District No. FM-14-83 to the 2018 CIP.
31. Negative Final Balancing Change Order No. 4 in the amount of -\$66,156.83 for Improvement District No. PR-17-H1.
32. Bid award for Improvement District No. SR-18-A1.
33. Create Improvement District No. SL-17-B.

**REGULAR AGENDA:**

34. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
  - a. Costs totaling \$65,355.00.
  - b. Costs totaling \$780,105.00.
35. Public Hearings - 5:15 pm:
  - a. Transfer of a Class "AB" Alcoholic Beverage License from Mom's Kitchen Inc. d/b/a Tailgator's Sports Café at 1322 Main Avenue to Demeske Enterprises Inc. d/b/a Tailgator's/Mom's Kitchen; continued from the 1/29/18 and 2/12/18 Regular Meetings.
  - b. CONTINUE to 3/26/18 - Transfer of a Class "A" Alcoholic Beverage License from Classic Foods, LTD d/b/a Ground Round Restaurant to FSB Associates, LLC d/b/a Saloon at 506 Broadway North.
  - c. Application filed by Cash Wise Liquor, LLC d/b/a Cash Wise Liquor for a Class "B-Limited" Alcoholic Beverage License at 4985 Timber Parkway South.
  - d. Rocking Horse Farm 5th Addition (5801 52nd Avenue South); approval recommended by the Planning Commission on 1/4/18:
    1. Zoning Change from AG, Agricultural to SR-3, Single-Dwelling Residential and P/I, Public and Institutional.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Rocking Horse Farm 5th Addition.

- e. Developer Agreements (three) related to Tax Increment Financing District No. 2001-01 (Interstate Business Park).
  - f. Plat of Interstate Business Park Addition a replat of Lot 1, Block 1, Adams 7th Addition and part of the Northeast Quarter of Section 22, Township 139 North, Range 49 West of the 5th Principal Meridian (3801 26th Avenue South, 3901, 4001 and 4155 23rd Avenue South, and 2880 and 2852 Thunder Road South); approval recommended by the Planning Commission on 4/4/17.
  - g. 2018 Community Development Action Plan.
- 36. Consider directing the City Attorney's Office to amend Section 25-1509.1 of the Fargo Municipal Code to allow alcohol consumption in public at select Downtown Community Partnership events.
  - 37. Request to create a new Sub-Committee to re-visit the results of the Feasibility Study for a Fargo Performance Center.
  - 38. Request to retrofit the Civic Center with HVAC equipment.
  - 39. Request to Lease/Purchase the Border States Electric IT Building at 2403 3rd Avenue North.

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

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



Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

February 21, 2018

(1)

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

Dear Commissioners:

I am enclosing an ordinance amending § 25-1509 which will not allow liquor license holders, without a restaurant license, the ability to sell or serve food that is not prepackaged or food items prepared by an article 13-04 licensee. The Liquor Control Board, at its meeting on February 21, 2018, recommended the change. The revised ordinance is presented for your consideration.

**Recommended Motion:** I move to receive and file an Ordinance Amending Section 25-1509 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages, and place the ordinance on for first reading at the next regularly scheduled City Commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".

Nancy J. Morris

Enclosure



AN ORDINANCE AMENDING SECTION 25-1509, 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 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

- I. ~~No licensee, his~~ Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items, ~~and prepackaged sandwiches, pizza and similar food products which are prepared and packaged off the licensed premises; provided, that~~ This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited

event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.

\* \* \* \*

Section 2. Penalty.

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

Section 3. Effective Date.

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

---

Timothy J. Mahoney, Mayor

Attest:

---

Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:



2

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

February 22, 2018

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

Dear Commissioners:

I am enclosing an ordinance amending § 18-0202 which will now require any person constructing, reconstructing, or repairing sidewalks or driveways within the City to have a North Dakota general contractor's license.

**Recommended Motion:** I move to receive and file an ordinance amending Section 18-0202 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places, and place the ordinance on for first reading at the next regularly scheduled City Commission meeting.

Sincerely,

Nancy J. Morris  
JAR

Nancy J. Morris

Enclosure





OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 18-0202, OF ARTICLE 18-02 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING TO PUBLIC WAYS AND PLACES

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 18-0202 of Article 18-02 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0202. License necessary to construct, reconstruct, and repair sidewalks and driveways.-- No person shall construct, reconstruct, or repair sidewalks or driveways within the city without first procuring a license from the city auditor to engage in such work. To apply for a license to construct, reconstruct or repair sidewalks and driveways in the City of Fargo, the applicant must have a North Dakota general contractor's license, and be in good standing as a licensed contractor.

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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

3a

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

AN ORDINANCE AMENDING SECTION 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 to read as follows:

\* \* \*

W. Class P – A Class “P” license shall authorize the licensee to operate a domestic winery and to sell wine “on-sale” and “off-sale”, subject to the following restrictions and conditions:

1. A Class “P” license may be issued only to a domestic winery owner or operator who obtains a license from the State Tax Commissioner allowing the production of wine.
2. A Class “P” license will authorize the licensee to sell, on the winery premises, wine produced by that winery at “on-sale” or “off-sale”, in retail lots, and not for resale, in total quantities not in excess of 10,000 gallons in a calendar

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

year. In addition, a Class "P" licensee may, if so authorized by a license issued by the State of North Dakota, sell beer "on-sale" only provided, however, that such "on-sale" beer sales shall be incidental to the sale of wine. ~~Notwithstanding any other provisions of law to the contrary, sales of beer and wine shall cease at 11:00 p.m.~~

- 3. A Class "P" license will authorize the licensee to sell glassware, wine literature and accessories, cheese, cheese spreads, and other snack food items.
- 4. A Class "P" license will authorize the licensee to utilize special event permits issued by the State Tax Commissioner, provided, however, that the incidental sales of "on-sale" beer allowed by paragraph 2 above, will not be allowed at the locations where said permits are utilized.
- 5. The Class "P" license shall be governed by all the provisions of this article applicable to Class "A" licensees.

A Class "P" license shall not be required, however, for a domestic winery owner or operator having a license from the state tax commissioner allowing the production of wine and only being present within the city to utilize special event permits issued by the state tax commissioner. It is the intent of this exemption to not require licensure by domestic winery owners or operators, if properly licensed elsewhere, where the only presence in the city is to utilize special event permits.

\* \* \* \*

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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

Section 3. Effective Date.

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

3  
4                    \_\_\_\_\_  
                         Timothy J. Mahoney, Mayor

5 Attest:

6  
7  
8                    \_\_\_\_\_  
                         Steven Sprague, City Auditor

9                    First Reading:  
10                    Second Reading:  
11                    Final Passage:  
12                    Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

36

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

AN ORDINANCE AMENDING SECTION 10-0304, OF ARTICLE 10-03 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING TO PUBLIC SAFETY, MORALS AND WELFARE

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 10-0304 of Article 10-03 of Chapter 10 of the Fargo Municipal Code is hereby amended to read as follows:

10-0304. Carrying, possession, discharge of dangerous weapons.—

\* \* \*

- D. Except for those persons described in N.D.C.C. § 62.1-02-05 subd. 2, it shall be unlawful within the limits of the city for a person to carry or have in his possession a dangerous weapon or firearm:
  - 1. At a public gathering, as defined by NDCC 62.1-02-05 subd. 1; and
  - 2. ~~In a publicly owned park, unless it is a park that has been approved by the board of city commissioners for the control of deer or other animals within the city limits; and~~
  - 3. In a publicly owned or operated building.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

\* \* \* \*

Section 2. Penalty.

A person who willfully violates this ordinance 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 3. Effective Date.

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

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:



4

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

February 22, 2018

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

Dear Commissioners:

I am enclosing a Resolution Establishing License Application Qualification Guidelines for parties applying for a liquor license. The Liquor Control Board discussed this License Application Qualification Guideline at its meeting in January, and put it out for public comment and review for further consideration at its meeting on February 21, 2018. The Liquor Control Board is recommending the adoption of the Resolution.

**Recommended Motion:** I move to approve the Resolution Establishing License Application Qualification Guidelines.

Sincerely,

Nancy J. Morris  
JAR

Nancy J. Morris

Enclosure





COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION ESTABLISHING LICENSE APPLICATION QUALIFICATION  
GUIDELINES

WHEREAS, the City of Fargo has enacted Article 25-15 of the Fargo Municipal Code for the purposes of licensing retail liquor in the city of Fargo; and

WHEREAS, Section 25-1505 of the Fargo Municipal Code mandates the Police Chief investigate the applicant, including the character, reputation, and fitness of the applicant to hold a license, and make a recommendation to the Board of City Commissioners as to whether or not a license should be granted under this Article; and

WHEREAS, the Board of City Commission of the City of Fargo desires to establish guidelines for purposes of considering the character, reputation, and fitness of an applicant for a license pursuant to Article 25-15.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

1. Applicant may not have had revoked, in the previous 5 years, any license for the sale of alcoholic beverages.
2. Property taxes and special assessments for the building in which the licensed premises are located may not be delinquent.
3. Applicant may not be in default on any obligation owed to the city of Fargo.
4. Applicant may not have sought any form of Bankruptcy protection within the past 5 years.
5. Applicant's credit must be in good standing. Applicant must not have any outstanding/unsatisfied civil or criminal judgments, including restitution judgments.
6. Applicant must be identified as in Good Standing with the North Dakota Secretary of State and the North Dakota Attorney General's Office.
7. Any false statement in the application process shall result in automatic refusal of the license application, or immediate withdrawal of prior issuance.
8. Applicant and/or manager may not have been convicted of any of the following offenses within the previous five (5) years, or if the applicant is not otherwise considered rehabilitated within the meaning of NDCC 12.1-33-02.1, or the offense has a direct bearing on the owner or manager's ability to serve the public in a liquor business:

- a. A felony;
- b. Conviction of an offense involving the manufacture, sale, distribution or possession of alcoholic beverages;
- c. Forfeiture of a bond or failure to appear in court pursuant to court order;
- d. Conviction of an offense involving the sale or felony possession of drugs;
- e. Conviction of any offense of Domestic Violence, Child Endangerment, or Sexual Assault;
- f. Conviction of a Prostitution offense;
- g. Conviction of an Obscenity or Pornography offense.

In the application of this section, it shall be presumed that a violation of paragraphs 7 (b), 7 (d-g) has a direct bearing on the applicant's ability to serve alcoholic beverages to the public.

9. Applicant must not have two (2) or more convictions in the two (2) years immediately prior to the application of the following offenses:

- a. Actual physical control of a motor vehicle while under the influence of alcohol or drugs;
- b. Minor in possession of alcohol;
- c. Sale or delivery of alcohol to a minor;
- d. Consuming in public.

10. Any other offense determined by the Board of City Commission to have a direct bearing on the applicant's or manager's ability to serve alcoholic beverages, and in the protection of the public interests.

11. Pending charges of either a felony or misdemeanor in any jurisdiction will result in the application being held until disposition of the charges, at which time the application will be considered in accordance with the foregoing criteria. Applications will be processed as they are received, and applications held for pending charges will be withdrawn from que until fully reviewable.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER \_\_\_\_\_, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS \_\_\_\_\_. The following were absent

and not voting: \_\_\_\_\_, and the following voted against the same: \_\_\_\_\_,  
whereupon the resolution was declared duly passed and adopted.

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



5

Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

February 22, 2018

City Commissioners  
200 North Third Street  
Fargo, ND 58102

RE: Alissa R. Olson--approval as Assistant City Attorney

Dear Commissioners:

I am pleased to report that Alissa R. Olson has joined my office as an associate attorney. I have appointed her as an assistant city attorney and as a city prosecutor as well. In accordance with historical practice and state law (N.D.C.C. §40-20-02), please grant your consent and approval of this appointment. We will be asking Ms. Olson to provide support for city attorney services in a number of areas. Among other things, she will be providing legal support for city efforts toward enforcement of code violations of all types in both criminal and civil courts. In addition, she will be providing backup and support in municipal and district courts on city prosecution matters. I heartily recommend your consent and approval of her appointment.

**SUGGESTED MOTION:** I move to consent and approve the appointment of Alissa R. Olson as an assistant city attorney.

Sincerely,

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

Erik R. Johnson



100

\$25.00  
 ✓ 34-7838  
 2-14-18



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

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

Name of Non-profit Organization <b>Fargo South High</b>		Date(s) of Activity <b>4-14-18 to 4-14-18</b>		For a raffle, provide drawing date(s): <b>4-14-18</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Melody Staebner</b>		Title <b>Indian Ed Coord.</b>		Business Phone Number <b>701-446-3054</b>	
Business Address <b>1840 15th Ave. S.</b>		City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different) <b>same</b>		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>NDSU-Bentson Bunker Fieldhouse</b>		Site Address <b>1301 Centennial Blvd. Fargo</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Star Quilt Blanket	400.00			
Total:					(Limit \$12,000 per year) \$ <b>400.00</b>

Intended uses of gaming proceeds: Cultural Events

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30?  No  Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ 258.00 . This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <b>Todd D. Peterson</b>	Date <b>1-26-18</b>	Title <b>Principal</b>	Business Phone Number <b>701-446-2000</b>
---	------------------------	---------------------------	--



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

(10)

1113
2/24/18

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

Form with fields: Name of Non-profit Organization (USA WRESTLING OF NORTH DAKOTA), Date(s) of Activity (7-19-18), Person Responsible (DEAN SHEARER), Title (TREASURER), Business Address (2515 76th AVENUE NORTH), City (FARGO), State (ND), Zip Code (58102), Name of Site (FARGO DOME), Site Address (1800 N. UNIVERSITY DRIVE), City (FARGO), State (ND), Zip Code (58102), County (CASS). Includes checkboxes for game types: Bingo, Raffle, Raffle Board, Calendar Raffle, Sports Pool, Poker, Twenty-one, Paddlewheels.

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Table with 6 columns: Game Type, Description of Prize, Retail Value of Prize. Contains handwritten entries: Raffle (2) TIKKA T3X 30-06 Rifle 1100, Raffle (3) REMUE NOVA 3 1/2" 1100, Raffle (4) RUBBER 1022 Rifle 800, Raffle (30) 100 SCHMIDT Gift Cards 3000.

Total: \$ 6,000 (Limit \$12,000 per year)

Intended uses of gaming proceeds: SEND APPROX. 125 KIDS (BOYS+GIRLS) AGES 8-18 TO VARIOUS NATIONAL DUAL TOURNAMENTS IN IOWA, AND OKLAHOMA.
Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.
Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.
Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [X] 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 (DEAN R. SHEARER), Date (2-21-18), Title (TREASURER), Business Phone Number (701-371-2738)





CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

7a

February 12, 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 2304 Centennial Rose Dr. S as submitted by Chad R. Justesen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$710 with the City of Fargo's share being \$120.

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 Chad Justesen Phone No. 799-2700

2. Address of Property 2304 Centennial Rose Dr S

City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. LT 7 BLK 5  
Rose Creek 3rd

4. Parcel Number 01-2484-00580-000 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). Kitchen remodel

7. Building Permit No. 171782 8. Year Built 1992

9. Date of Commencement of making the improvement 10/16/2017

10. Estimated market value of property before improvement \$ 473,300

11. Cost of making the improvement (all labor, material and overhead) \$ 76,000

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

**Applicant's Certification and Signature**

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

Applicant's Signature [Signature] Date 2/9/18

**Assessor's Determination**

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

Assessor's Signature [Signature] Date 2/13/18

**Action of Governing Body**

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

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

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

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

76

February 7, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3344 18 St. S as submitted by Ace Group LLP. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$700 with the City of Fargo's share being \$120.

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 Ace Group LLP Phone No. 701/361-5795

2. Address of Property 3344 18<sup>th</sup> St. S.

City FARGO State ND Zip Code 58104

3. Legal description of the property for which the exemption is being claimed. Lot 8 ; Block 3 ; South Pointe 2nd

4. Parcel Number 01-2831-00480-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1815 37<sup>th</sup> Ave. S.

City Fargo State ND Zip Code 58104

**Description Of Improvements For Exemption**

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

7. Building Permit No. 171526 8. Year Built 1988

9. Date of Commencement of making the improvement 8/15/17

X 10. Estimated market value of property before improvement \$ 182,400

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

12. Estimated market value of property after improvement \$ 237,100

**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.

X Applicant's Signature Andy Nordick X Date 2/16/18

**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 Den Chubba Date 2/30/18

**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

70

February 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:


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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 178 Prairiewood Dr. S as submitted by Peter W. Zuger & Aubrey Fiebelkor-Zuger. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$3265 with the City of Fargo's share being \$555.

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 Peter & Aubrey Zuefer-Fiedler Phone No. \_\_\_\_\_

2. Address of Property 178 Prairiewood Dr S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lt. 35 Blk 17 Prairie wood Adn.

4. Parcel Number 012330-02380-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 178 Prairie wood Dr S.  
City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Addition to home, Kitchen remodel, bathroom remodel, basement remodel, new flooring, entire home remodel, sport court

7. Building Permit No. 162450 & 170145 8. Year Built 1978

9. Date of Commencement of making the improvement October 2016

10. Estimated market value of property before improvement \$ 271,000

11. Cost of making the improvement (all labor, material and overhead) \$ 275,000

12. Estimated market value of property after improvement \$ 525,400

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature [Signature] Date 1/26/19

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s) 3 YEARS FOR QUALIFYING WORK  
Assessor's Signature [Signature] Date 2/13/18

**Action of Governing Body**

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

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

7d

February 16, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

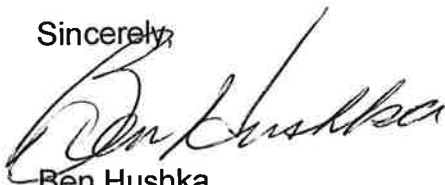
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 614 8 St. S as submitted by Michael S. Dawson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$925 with the City of Fargo's share being \$155.

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 Michael Dawson Phone No. \_\_\_\_\_

2. Address of Property 614 8 St. S.  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. S 73.1 ft of N  
88 ft of Lt. 20 + S 73.1 ft of N 78 ft. 06 W 10 ft. Lt 4 Block G  
Chas A Roberts Addn.

4. Parcel Number 01-2400-01250-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 614 8 St. S.  
City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). COMPLETE REMODEL (NEW ROOF, WINDOWS, EXTERIOR FINISHES, HVAC, PUMPING, ELECT., INSULATION, NEW TRIM, REFINISHED FLOORS)

7. Building Permit No. 152027 8. Year Built 1910

9. Date of Commencement of making the improvement JUNE 2015

10. Estimated market value of property before improvement \$ 177,800

11. Cost of making the improvement (all labor, material and overhead) \$ 200K +/-

12. Estimated market value of property after improvement \$ 267,500

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature [Signature] Date 2018.2.13

**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 2/16/18

**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

7e

February 13, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1614 29 Ave. S as submitted by Ida M. Scherr. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$715 with the City of Fargo's share being \$120.

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 IDA SCHERR Phone No. \_\_\_\_\_

2. Address of Property 1614 29 AVE S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. LT 13  
BLK D THE MEADOWS ADDN

4. Parcel Number 01-1910-00920-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1614 29 AVE S  
City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Gut the Kitchen, carpet the basement, vinyl planking upstairs, update electrical, painting, removed some walls

7. Building Permit No. 172181 8. Year Built 1987

9. Date of Commencement of making the improvement 27 Oct 2017

10. Estimated market value of property before improvement \$ 205,300

11. Cost of making the improvement (all labor, material and overhead) \$ 150,000 + \$159,000

12. Estimated market value of property after improvement \$ 260,800

**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 Ida M Scherr Date 02/02/2018

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has  has not  met the qualifications for exemption for the following reason(s) 5 YEARS FOR QUALIFYING WORK  
Assessor's Signature Dlen Nurdka Date 2/14/18

**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

7f

February 12, 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 1139 5 St. N as submitted by Gregory C. Harness. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1030 with the City of Fargo's share being \$175.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Gregory Harness Phone No. 202/316-7975

2. Address of Property 1139 5 St N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Pt Lt s 2+3 BIK 2 Nectors

4. Parcel Number 01-1160-0017000 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). Bsmt remodel- laundry, family bath & mechanical rooms

7. Building Permit No. 171856 8. Year Built 1937

9. Date of Commencement of making the improvement October 2017

10. Estimated market value of property before improvement \$ 327,300

11. Cost of making the improvement (all labor, material and overhead) \$ 125,000

12. Estimated market value of property after improvement \$ 407,600

**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 Gregory Harness Date 2/10/18

**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 Ben Chutkan Date 2/13/18

**Action of Governing Body**

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

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

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



79

February 12, 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 1139 5 St. N as submitted by Gregory C. Harness. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$965 with the City of Fargo's share being \$165.

Sincerely,

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

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Gregory Harness Phone No. 202/316-7975

2. Address of Property 1139 5th N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. \_\_\_\_\_  
Pl Lts 2+3 Block 2 Hectors

4. Parcel Number 61-1160-00170-200 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 Interior Remodel of main + 2nd floors

7. Building Permit No. 159004 8. Year Built 1937

9. Date of Commencement of making the improvement March 2015

10. Estimated market value of property before improvement \$ 156,800

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

12. Estimated market value of property after improvement \$ 317,800

**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 Gregory Harness Date 2/10/18

**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 Shuck Date 2/13/18

**Action of Governing Body**

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

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

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



7h

February 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1022 1 St. N as submitted by Cupertino Cottages LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

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

Sincerely,

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

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Cory Jeffrey Phone No. 235-2213

2. Address of Property 1022 1st N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L+18 B1K 10 Hectors

4. Parcel Number 01-1160-02-017W Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1020 1st N

City Fargo State ND Zip Code 58102

**Description Of Improvements For Exemption**

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

7. Building Permit No. 170184 8. Year Built 1921

9. Date of Commencement of making the improvement February 2017

10. Estimated market value of property before improvement \$ 143,400

11. Cost of making the improvement (all labor, material and overhead) \$ 30,400

12. Estimated market value of property after improvement \$ 154,100

**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 Cory Jeffrey Date 2/2/2018

**Assessor's Determination**

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

Assessor's Signature Den Lamba Date 2/13/18

**Action of Governing Body**

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

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

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



Greg and Stella Jeffrey  
Cupertino Cottages, LLC  
1020 1<sup>st</sup> St N  
Fargo ND 58102



[Northsidehouse4rent@gmail.com](mailto:Northsidehouse4rent@gmail.com)

Stella's Cell 701-367-5586  
Land line 701-235-2213

February 2, 2018

Fargo Assessment Dept  
321 4<sup>th</sup> St N  
Fargo ND 58102

RE: Remodeling Exemption (57-02.2)

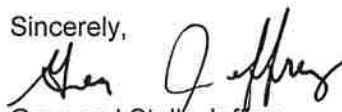
Dear Sir / Madam:

Please find enclosed an *Application for Property Tax Exemption for Improvements to Commercial and Residential Buildings*.

On January 26 "Janelle" from your office inspected the property at 1022 1<sup>st</sup> St N in Fargo, and subsequently informed me of the Property Tax exemption named above.

I trust I am submitting the signed form to the appropriate office. Will I receive notification whether the application has been approved?

Sincerely,

  
Greg and Stella Jeffrey,  
Owners of 1022 1<sup>st</sup> St. N. Fargo 58102

cell 701-205-6366

gsjeffrey@msn.com

CITY OF  
**Fargo**  
ASSESSMENT DEPARTMENT

76

February 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1026 1 St. N as submitted by Karen D. Drager. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$480 with the City of Fargo's share being \$80.

Sincerely,



Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Karen D. Drager Phone No. (701) 261-0311

2. Address of Property 1026 1 St. N

City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lot 19 Blk 10  
Hectors

4. Parcel Number 01-1160-02010-000 Residential  Commercial  Central Business District

5. Mailing Address of Property Owner 1026 1 St. N

City Fargo State ND Zip Code 58102

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Housing Rehab-- Remodel Bath Rplc. windows, update wiring/outlets, new gutters/downspouts

7. Building Permi. No. 142390 8. Year Built 1921

9. Date of Commencement of making the improvement 11/16/2016

10. Estimated market value of property before improvement \$ 115200

11. Cost of making the improvement (all labor, material and overhead) \$ 37300

12. Estimated market value of property after improvement \$ 152500

**Applicant's Certification and Signature**

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

Applicant's Signature Karen Drager Date 2/4/18

**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 Dea Duetka Date 2/13/18

**Action of Governing Body**

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

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

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



11

February 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1115 7 Ave. N as submitted by James R. Williams. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$485 with the City of Fargo's share being \$80.

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 James Williams Phone No. 261-2716

2. Address of Property 1115 7 AVEN  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. L+3 BIK6 Harwoods

4. Parcel Number 01-120-60690W Residential  Commercial  Central Business District

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

**Description Of Improvements For Exemption**

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

7. Building Permit No. 170686 8. Year Built 1905

9. Date of Commencement of making the improvement May 2017

10. Estimated market value of property before improvement \$ 127,000

11. Cost of making the improvement (all labor, material and overhead) \$ 75,000 ~~\$95,000~~

12. Estimated market value of property after improvement \$ 164,600

**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 James Williams Date 02-01-18

**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 2/13/18

**Action of Governing Body**

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

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

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



TK

February 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1307 Oak St. N as submitted by Charles F. Schmidt & Shawn L. Wing Schmidt. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1115 with the City of Fargo's share being \$190.

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 Charles & Shawn ~~Wing~~ Schmidt Phone No. 701-730-5510

2. Address of Property 1307 Oak St N  
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Lts 2+3 B1K 3 Bernard Holes 2nd

4. Parcel Number 01-1320-002607W Residential  Commercial  Central Business District

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

**Description Of Improvements For Exemption**

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

7. Building Permit No. 172 019 8. Year Built 1964

9. Date of Commencement of making the improvement October 2017

10. Estimated market value of property before improvement \$ 359,900

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

12. Estimated market value of property after improvement \$ 446,800

**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 Shawn Wing Schmidt Date 2/16/18

**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 Alan Wulka Date 2/13/18

**Action of Governing Body**

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



72

February 7, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 415 7 Ave. S as submitted by Richard G. & Kathleen Zaylskie. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$120 with the City of Fargo's share being \$20.

Sincerely,

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

Ben Hushka  
City Assessor

hah  
attachment



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

**Property Identification**

1. Name of Property Owner	<u>Richard &amp; Kathleen Zaylskie</u>	Phone No.	_____
2. Address of Property	<u>415 7 Ave S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	_____		
	<u>Pt LTS 6+7 B1K1 Island Park</u>		
4. Parcel Number	<u>01-1440-00110-20</u>	Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	<u>Same</u>		
City	_____	State	_____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel master bath</u>		
7. Building Permit No.	<u>172308</u>	8. Year Built	<u>1901</u>
9. Date of Commencement of making the improvement	<u>November 2017</u>		
10. Estimated market value of property before improvement	\$	<u>245800</u>	_____
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>32,000</u>	_____
12. Estimated market value of property after improvement	\$	<u>255,100</u>	_____

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	_____		
Applicant's Signature	<u>[Signature]</u>	Date	<u>2/2/18</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>		
Assessor's Signature	<u>[Signature]</u>	Date	<u>2/13/18</u>

**Action of Governing Body**

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



7m

February 7, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1918 17 St. S as submitted by Melanie I. & Troy T. Rudnick. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$160 with the City of Fargo's share being \$25.

Sincerely,

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

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner Melanie & Troy Rudnick Phone No. 701-361-0668

2. Address of Property 1918 17 St S  
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. L+12 BIK 21 Bohnsacks 3rd

4. Parcel Number 01-0163-031504 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). Reside Dwelling

7. Building Permit No. 170565 8. Year Built 1959

9. Date of Commencement of making the improvement 4/2/17

10. Estimated market value of property before improvement \$ 205,200

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

12. Estimated market value of property after improvement \$ 217,500

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.  
Applicant's Signature [Signature] Date 2/6/2018

**Assessor's Determination**

14. The local assessor finds that the improvements in this application  has  has not  met the qualifications for exemption for the following reason(s) 5 YEARS FOR QUALIFYING WORK  
Assessor's Signature [Signature] Date 2/13/18

**Action of Governing Body**

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



**MEMORANDUM**

---

TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: Paymentus Contract Extension  
DATE: February 20, 2018

In November 2009, the City entered into an agreement with Paymentus Corporation to provide IVR and Web utility bill payment processing. The original 3-year agreement was extended in 2013 for five additional years.

In 2013, there were about 3,000 transactions per month by 2017 that number had grown to about 9,000 transactions per month. Due to the tremendous success of the program and the desire to continue providing the services to our customers, we are recommending a 3-year extension to our existing contract.

Paymentus has agreed to DECREASE the per transaction fee by \$.55 per transaction, this should result in a \$50,000 to \$55,000 annual savings.

**Recommended Motion:**

**Approve a 3-year extension of the agreement between the City of Fargo and Paymentus Corporation to continue providing IVR and Web payment services.**

# Paymentus

## AMENDING AGREEMENT

Customer:	City of Fargo
Customer Address:	200 3 <sup>rd</sup> St. North Fargo ND 58102
Contact for Notices to Customer:	Steve Sprague

This Amending Agreement is entered into as of the effective date below, by and between City of Fargo ("Customer") identified above and **Paymentus Corporation**, a Delaware Corporation ("Paymentus").

**WHEREAS:**

A – The parties entered into a Master Services Agreement on November 16, 2009.

B- The parties now wish to amend Section 9.1 "Term" of the Master Services Agreement to extend the initial contract term through November 16, 2022. At the end of the Term, this Agreement will automatically renew for successive three (3) year periods unless either Customer or Paymentus provide the other party with not less than 6 (six) months prior written notice before such automatic renewal date that such party elects not to automatically renew the term of this Agreement.

C – The parties now wish to amend Schedule A of the Master Services Agreement to accommodate a pricing fee modification.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

Except the Schedule A, as provided in this Amending Agreement, all provisions of the Master Services Agreement remain in full force and effect, un-amended.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives

**Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Paymentus:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Paymentus

## Schedule A – Paymentus Service Fee

Paymentus Service Fee charged to the Customer will be based on the following table:

Payment Type (Absorbed Fee Model)	Paymentus Service Fee
<b>Utility Bill</b> <ul style="list-style-type: none"><li data-bbox="321 806 688 835">• Average Bill Amount \$100.00</li><li data-bbox="321 840 719 869">• Credit/Debit Card/ACH e-Check</li></ul>	\$ 1.95 credit card \$.95 ACH

Maximum Payment Amount per payment is \$300. Multiple payments may be made.  
Paymentus may apply different limits per transactions for user adoption or to mitigate risks.

2017

IVR COUNT	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Echeck	2,179	2,165	2,292	2,214	2,315	2,391	2,460	2,484	2,653	2,687	2,640	2,664	29,144
Credit Card	5,873	5,543	6,040	5,699	6,042	5,884	6,041	5,990	6,320	6,444	6,167	6,382	72,425
NSF/Chargeback	9	8	15	7	3	8	16	7	19	14	17	16	139
	8,061	7,716	8,347	7,920	8,360	8,283	8,517	8,481	8,992	9,145	8,824	9,062	101,708

\$ 1.50 \$ 43,716.00  
 \$ 2.50 \$ 181,062.50  
 \$ 10.00 \$ 1,390.00  
 \$ 226,168.50

2018

IVR COUNT	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Echeck	2,785												2,785
Credit Card	6,615												6,615
NSF/Chargeback	17												17
	9,417												9,417

\$ 0.95 \$ 2,645.75  
 \$ 1.95 \$ 12,899.25  
 \$ 10.00 \$ 170.00  
 \$ 15,715.00

Paymentus transactions  
 Coded to 501-3059-441-38-22 Project Code UB09

2013	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
IVR COUNT													
Echeck	555	605	663	661	643	674	761	720	833	776	829	7,820	\$ 1.50 \$ 11,730.00
Credit Card	2,341	2,170	2,547	2,352	2,199	2,535	2,644	2,723	3,102	2,805	3,009	28,427	\$ 2.50 \$ 71,067.50
NSF/Chargeback	2	7	3	4	8	6	10	7	4	9	7	67	\$ 10.00 \$ 670.00
	2,998	2,782	3,213	3,017	2,850	3,215	3,415	3,450	3,939	3,590	3,845	36,314	\$ 83,467.50

2014	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
IVR COUNT													
Echeck	862	900	965	965	1,040	1,012	1,040	1,012	1,112	1,063	1,142	9,057	\$ 1.50 \$ 13,585.50
Credit Card	3,154	3,460	3,536	3,615	3,689	3,817	3,689	3,817	3,926	3,862	4,111	33,170	\$ 2.50 \$ 82,925.00
NSF/Chargeback	10	6	8	10	11	10	11	10	9	4	8	76	\$ 10.00 \$ 760.00
	4,026	4,366	4,509	4,586	4,740	4,839	4,740	4,839	5,047	4,929	5,261	42,303	\$ 97,270.50


2015	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
IVR COUNT													
Echeck	1,187	1,114	1,250	1,151	1,247	1,275	1,324	1,285	1,463	1,430	1,534	15,625	\$ 1.50 \$ 23,437.50
Credit Card	4,097	4,031	4,328	4,140	4,200	4,406	4,485	4,530	4,681	4,637	4,489	52,561	\$ 2.50 \$ 131,402.50
NSF/Chargeback	9	16	10	3	153	7	16	8	15	10	11	265	\$ 10.00 \$ 2,650.00
	5,293	5,161	5,588	5,294	5,600	5,688	5,825	5,823	6,159	6,077	6,034	68,451	\$ 157,490.00

2016	Qtr 1			Qtr 2			Qtr 3			Qtr 4			Annual Totals
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
IVR COUNT													
Echeck	1,599	1,594	1,680	1,679	1,741	1,816	1,879	1,896	2,018	1,998	2,118	22,024	\$ 1.50 \$ 33,036.00
Credit Card	5,067	4,860	5,149	4,987	5,036	5,110	5,262	5,318	5,456	5,482	5,646	62,744	\$ 2.50 \$ 156,860.00
NSF/Chargeback	7	10	8	7	6	15	8	14	9	13	15	123	\$ 10.00 \$ 1,230.00
	6,673	6,464	6,837	6,673	6,783	6,941	7,149	7,228	7,483	7,493	7,779	84,891	\$ 191,126.00



2(e)

SSP18092

	<h2 style="text-align: center;">Sole Source and Piggyback Procurement Form</h2>
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**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:

Paymentus
-----------

Estimated Dollar Amount of Purchase:

180,000
---------

The project/service is required to:

We have been using Paymentus for Web and IVR utility bill payments since 2009.
--


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

Paymentus currently serves 9,000 utility customers in self managed accounts. Paymentus has agreed to DECREASE the fee charged by \$.55 per transaction. This should result in a savings of \$50,000 to \$55,000 annually.

**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. \*\*)

previous RFP was conducted to determine a provider, we are requesting an extention of the previous RFP

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

Signature:   
(Requestor)

Printed Name: Steve Sprague

Department: Auditors

Title: City Auditor

Date: 2-8-18

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)

9

**MEMORANDUM**

---

TO: Board of City Commissioners  
FROM: Steven Sprague, City Auditor  
SUBJECT: Firebox Liquor License Extension  
DATE: February 22, 2018

The Auditor's office received a request to extend the Firebox Class A alcoholic beverage license. This license was secured from the Olive Garden and the original intent was to open a bar in the Meadowlark building, the licensee decided not to open a bar and has been actively pursuing selling the license since that time.

The request is a six-month extension of ordinance 25-1512 on liquor license to allow time to sell and transfer the license to a new entity.

**Recommended Motion:**

Approve a six-month extension of ordinance 25-1512 until August 31, 2018 for the Firebox class A liquor license.



CONMY ♦ FESTE  
Attorneys

February 21, 2018

**Via Hand Delivery**  
Fargo City Commission  
Fargo City Hall  
200 3rd Street North  
Fargo, ND 58102

---

**CONMY FESTE LTD.**

406 Main Avenue, Suite 200  
P.O. Box 2686  
Fargo, ND 58108-2686

Telephone  
701-293-9911  
Fax  
701-293-3133

writer's email:  
dmurch@conmylaw.com

---

Paul M. Hubbard  
Kim E. Brust †  
Michael M. Thomas  
Robert J. Schultz  
Jeremy D. Holmes  
Douglas W. Murch  
Ashley C. Halvorson  
Ryan C. McCamy  
E.T. Conmy, Jr. (1912-2006)  
Charles A. Feste (1928-2013)

Also Licensed in Minnesota

† Certified Civil Trial Specialist -  
National Board of Trial Advocacy

**RE: Firebox LLC Class A Alcoholic Beverage License No. 10**

Dear Mayor Mahoney and Commissioners Piepkorn, Gehrig, Grindberg,  
and Strand:

I am writing to request an extension of the provisions of FMC § 25-1512(A)(2) requiring that alcohol be sold at the licensed premises for the Class A Alcoholic Beverage License No. 10 (the "License") owned by Firebox LLC ("Firebox"). Section 25-1512(A) addresses termination, suspension, and revocation of licenses and requires the following:

- A. Any license issued under the provisions of this article shall automatically terminate:
  - 2. When the licensee, for any reason, ceases business at the licensed premises, except as permitted in accordance with § 25-1507(H) of this article. Business shall be deemed to have ceased upon occurrence of any of the following:
    - a. When no sale of alcoholic beverages occurs on the licensed premises for a period of at least 30 consecutive business days; or
    - b. When alcoholic beverages are not sold on the licensed premises on at least 15 of any 60 consecutive business days; or
    - c. When the licensed premises are not open for normal business for at least 180 hours in any 60 consecutive business days;

provided, however, upon written request of the licensee, the commission, in its discretion and for good cause shown, may extend the date upon which business shall be deemed to have ceased.

This is Firebox's second extension request. At its August 14, 2017, meeting, the City Commission granted a six-month extension to Firebox until February 28, 2018.

Firebox purchased the License in October 2015. When it purchased the License, Firebox intended to operate a business at the Meadowlark Building in downtown Fargo, 503 7th Street North. After acquiring the License, Firebox decided that a bar at that location would not be economical. It began trying to transfer the License to a new licensee.

In January 2016, Firebox entered into an agreement to sell the License. That sale failed to close in June 2016. I provided the City Commission information regarding Firebox's efforts to sell the license from June 2016 to August 2017 in my August 2, 2017, letter to the City Commission.


Since August 2017, Firebox has continued its efforts to sell the License using word of mouth advertising, discussions with existing Fargo business owners, discussions with Goldmark Commercial Real Estate, Inc., and communications with City Auditor Steve Sprague. At the time of my August 2 letter, Firebox had been discussing a possible sale of the license with several interested parties, including a current bar owner and another business owner. Neither resulted in the sale of the License. One declined to continue negotiations because of the City's pending issuance of a new Class Z license. The other party has informed Firebox that it remains interested but has not responded to Firebox's offers to sell.

Currently, Firebox is negotiating a sale of the License with a potential bar owner who has not been able to obtain a different license. The negotiations have proceeded to discussing specific payment terms for the License. Firebox should know soon whether these negotiations will lead to a sale agreement.

The City's decision to issue a new Class Z license has also affected Firebox's efforts to sell its License. As mentioned above, Firebox was discussing the sale of its License with several interested buyers at the time the City announced its plan to issue a new Class Z license. One potential buyer then decided to wait for the Class Z license drawing before continuing negotiations. The recent debate and uncertainty over whether the City will issue a second Class Z license has further affected Firebox's sale efforts. Firebox had planned to contact those applicants who were not awarded a Class Z license regarding its License. However, the debate over issuing a second license has not made that possible. In Firebox's opinion, the City's decision in June 2017 to issue another Class Z license was clear, fair, and consistent the City's precedent and ordinances by being measured in how it will issue licenses. However, the recent uncertainty is affecting Firebox's efforts to sell the License.

Firebox requests the date upon which business is deemed to have ceased be extended for a six-month period beginning the date the City Commission considers this request. Firebox has shown good cause for the extension. It had a bona fide intent to operate a bar at the Meadowlark Building but concluded it was not economical. It immediately began trying to sell the License and had a sale of the License fall through. Since that sale fell through, Firebox has continued trying to sell the License and believes it is close to having an agreement to sell the License.

Sincerely,



Douglas Murch



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

10

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: FEBRUARY 15, 2018**

**RE: AMENDMENT TO AGREEMENT FOR SERVICES WITH  
COMMUNITY MEDICAL SERVICES FOR \$12,480**

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

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

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

RR/la  
Enclosure

**AMENDMENT TO AGREEMENT WITH COMMUNITY MEDICAL SERVICES MONTANA-PRIVATE, LLC**

Fargo Cass Public Health; and Community Medical Services Montana-Private, LLC (Contractor), entered into an agreement for services.

**NOW, THEREFORE, IT IS HEREBY AGREED:**

1. The parties agree that the Agreement should be amended.
2. The terms of this Agreement shall be for the period of April 1, 2018, through the date the funds are spent. Either party upon the giving of thirty (30) days written notice may terminate the Agreement.
3. The original contract was for \$24,960. The Contractor shall be reimbursed an additional \$12,480 for \$25.00 per patient per week for SUD voucher clients, and \$80.00 per patient per week for residents with extenuating financial barriers up to a minimum maximum of \$12,480 under this agreement.

DATED effective the date and year first above written.

In Witness thereof, this purchase of services agreement amendment has been executed between the Contractor and Fargo Cass Public Health on the date executed below.

**FARGO CASS PUBLIC HEALTH**

By Ruth Roman  
Ruth Roman  
Director of Public Health

Date 2/15/18

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

Date \_\_\_\_\_

**COMMUNITY MEDICAL SERVICES MONTANA-PRIVATE, LLC**

By Todd Stingley  
Todd Stingley  
Chief Financial Officer

Date 2/14/18





11

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

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

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: FEBRUARY 21, 2018**

**RE: CONTRACT AMENDMENT WITH THE NORTH DAKOTA**  
**DEPARTMENT OF HEALTH FOR FAMILY PLANNING DEPRESSION**  
**SCREENING PROGRAM FOR AN ADDITIONAL \$10,000**  
**CONTRACT NO. G17.142A CFDA N/A**

The attached amended contract for \$10,000 with the North Dakota Department of Health is to provide depression and suicide prevention services in the clinic.

The following budget adjustment is required:

<b>2018 Revenue</b>		
Depression screening	101-0000-334-10-90	\$10,000


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

**Suggested Motion:**

Move to approve the amended contract with North Dakota Department of Health to provide depression screening.

RR/LA  
Enclosure



		<b>NOTICE OF GRANT AWARD AMENDMENT</b> SFN 59919 (1-2016)		<b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b> 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
<b>GRANT NUMBER</b>		<b>CFDA NUMBER</b>		<b>START DATE</b>	<b>END DATE</b>
G17.142A	#N/A	#N/A		7/1/2017	6/30/2018
<b>FEDERAL AWARD DATE</b>		<b>FEDERAL AWARDDING AGENCY</b>		<b>GRANT TYPE: PROGRAM or R&amp;D</b>	
NA	#N/A	NA		Program	
<b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>					
<b>TITLE OF PROJECT/PROGRAM</b>	NDDoH PROJECT CODE				
GRANTEE NAME	4551 HL 128419.01				
ADDRESS	Alison Traynor				
CITY/STATE/ZIP	600 East Blvd Ave. Dep.301				
CONTACT NAME	Bismarck, ND 58501				
TELEPHONE NUMBER	Alison Traynor				
EMAIL	701.241.1380				
	atraynor@nd.gov				
	<b>NDDoH Cost Share</b>	<b>Grantee Cost Share</b>	<b>Total Costs</b>		
Amount Awarded	\$10,000	\$0	\$10,000		
Previous Funds Awarded	\$12,000	\$0	\$12,000		
Total Funds Awarded	\$22,000	\$0	\$22,000		
<b>SCOPE OF SERVICE</b>	This amendment provides additional funding of \$10,000 for the continued support of the scope of service as noted in the original agreement. Funding previously provided was not sufficient to cover all scope of service requirements and activities.				
<b>REPORTING REQUIREMENTS</b>	All reporting requirements of the original agreement remain the same.				
<b>INDIRECT RATE (check one)</b>	<input checked="" type="checkbox"/> Subrecipient waived indirect costs		De minimis rate of 10%		Negotiated/Approved rate of _____%
<b>SPECIAL CONDITIONS</b>	Grantee will be reimbursed at \$8 per case/client visit x 2,750 cases.				
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only] and (2) applicable State and Federal regulations.					
<b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>			<b>EVIDENCE OF NDDoH ACCEPTANCE</b>		
DATE	SIGNATURE	DATE	SIGNATURE		
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Ruth Roman, Director of Public Health	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Deanna Askew, Director, Division of Injury and Violence Prevention		
DATE	SIGNATURE	DATE	SIGNATURE		
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Timothy J. Mahoney, Mayor, City of Fargo	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	Brenda M. Weisz, CFO		
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					

**OFFICE OF HUMAN RESOURCES**

200 3RD STREET NORTH  
FARGO, NORTH DAKOTA 58102  
PHONE: 701-241-1321  
FAX: 701-476-6707

(12)

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources *JM*  
Re: NEOGOV Applicant Tracking System Agreement  
Date: February 21, 2018

Attached, you will find an agreement with NEOGOV to provide an applicant tracking system (ATS) for the City of Fargo. The Human Resources Team collaborated with the Information Services Team to identify the best solution for posting city jobs, assessing job applicants and tracking the progress of candidates through our hiring process. NEOGOV was the selected vendor.

The initial cost of the applicant tracking system implementation is \$24,500 with an annual recurring fee of \$20,000. The expense for this project is included in the 2018 Human Resources Budget and the vendor has been selected in accordance with the City of Fargo Purchasing Policy.

**Suggested Motion:**

Approve the NEOGOV agreement for the applicant tracking system.

**ONLINE SERVICES AGREEMENT**

**THIS ONLINE SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of this First day of March, 2018 (the “Effective Date”), by and between **GovernmentJobs.com, Inc.**, a California corporation doing business as NEOGOV (“NEOGOV”), with offices at 300 Continental Blvd., Suite 565, El Segundo, California 90245, and **City of Fargo, ND**, a North Dakota municipal corporation acting by and through its duly appointed representative (“Customer”).

1. **Provision of Online Services.**

(a) **Services.** Subject to the terms and conditions set forth herein, Customer hereby engages NEOGOV, and NEOGOV hereby agrees, to provide Customer with, and/or access to, the services (the “Services”) described in this Agreement and in the order form attached hereto as Exhibit A (the “Order Form”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) **Change Orders.** Either party may initiate a change to any part of the Order Form by delivering a written change order request to the other party. The receiving party shall notify the party making such request, in writing within thirty (30) business days of such receiving party’s receipt of such change order request, of such receiving party’s acceptance or rejection of the proposed changes. If the receiving party fails to respond within such ten (10) business day period, such receiving party shall be deemed to have rejected such proposed changes. If the receiving party approves such change order, the parties shall agree on the estimate of time to complete the changes, associated costs, an impact analysis indicating ramifications or impacts to the overall project, a modification of any affected Fees, Services or deliverables, and any other relevant details related to such change order.

2. **Customer Responsibilities.** In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) **Compliance with Laws.** Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all applicable rules, regulations, laws, code and ordinances.

(b) **Customer Data and Website.** Customer shall be solely responsible for (i) the accuracy and completeness of all records, databases, data and information provided, submitted or uploaded by Customer or its users in connection with this Agreement or use of the Services (“Customer Data”), (ii) the content, quality, performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer’s website, and (iii) making and keeping copies of all Customer Data. Except set forth in Section 9(c)(ii), NEOGOV shall have no obligation to provide or make available to Customer, and Customer shall have no right to receive, a copy of the Customer Data or any associated data files in any format.

(c) **Acceptable Use.** Customer shall not: (i) provide system passwords or other log-in information for the Services to any third party except those specifically authorized to access the Services in this Agreement; (ii) share non-public NEOGOV system features or content with any third party; (iii) access the Services in order to build, assist, or facilitate the assembly of a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the Services or any underlying software or component thereof; or (v) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the Services except as expressly permitted by this Agreement. In the event that NEOGOV suspects any breach of the requirements provided in this Section 2(c), including by way of users of Customer’s system, NEOGOV may suspend Customer’s access to the Services for the reasonable time required to confirm or deny suspicion, in addition to other lawful remedies as required.

(d) **Unauthorized Access.** Customer will take reasonable steps to prevent unauthorized access to the Services, including, without limitation, by protecting its passwords and other log-in information for the Services.

Customer will notify NEOGOV immediately of any known or suspected unauthorized use of the Services or breach of its security and will use best efforts to stop any such breach.

(e) Customer Equipment. Other than the Services provided by NEOGOV, Customer is responsible for all other services, equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access the Services. Customer shall be responsible for procuring all licenses of third party software necessary for Customer's use of the Services.

### 3. Maintenance and Support Services.

(a) Maintenance. NEOGOV maintains NEOGOV's hardware/software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation, software delivery, and security for the Services. Preventive system maintenance is conducted by NEOGOV from time to time and is addressed in a variety of methods including scalable architecture and infrastructure, log checking, performance maintenance, and other preventative tasks. Customer is not responsible for NEOGOV system maintenance.

(b) Modification. NEOGOV may periodically modify the features, components and functionality of the Services.

(c) Support. Phone support for the Services is available to Customer between the hours of 6:00AM and 6:00PM, Pacific Time, Monday through Friday, excluding NEOGOV holidays. Online support for the Services is available 24 hours a day, seven days a week. Both phone and online case receipts are confirmed immediately. The length of time for a resolution of any problem is fully dependent on the type of case (i.e., High/Medium/Low priority, question, enhancement request). High priority issues such as "system down" will be addressed immediately and resolved as soon as possible. All other issues are reviewed internally by NEOGOV, and then will be discussed and reviewed with Customer to identify priority and a resolution timeline.

(d) Updates and Upgrades. During the Term, NEOGOV will make all Updates and Upgrades to the Services accessible to Customer at no additional expense to Customer. Upgrades are automatic and available upon Customer's next login to the Services following an Update or Upgrade. NEOGOV shall have no obligation to provide, at no additional expense to Customer, major product enhancements and/or new features that NEOGOV markets separately to other customers for an additional fee; provided, that, NEOGOV may, in its sole discretion, elect to provide such enhancements or features to Customer on a case-by-case basis at no cost. NEOGOV shall have no liability for, or any obligations to, investments in or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to an Update or Upgrade. For the purposes hereof, (i) "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its third-party customers of the same module, excluding Upgrades, and (ii) "Upgrade" means any update of the Services or underlying NEOGOV software such as bug fixes, platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available and does not market separately to other customers on a custom, exclusive basis for a separate fee.

(e) Training. NEOGOV will provide Customer with access to the online training materials. All NEOGOV provided training materials will be provided online, unless otherwise set forth in the Order Form.

(f) Limitations. This Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly required to be provided by NEOGOV in this Agreement, including, but not limited to, training, data conversion, and program modification and enhancement.

### 4. Ownership and Protection.

(a) Customer Data. As between NEOGOV and Customer, Customer shall exclusively own all right, title and interest in and to all Customer Data and all intellectual property and proprietary rights anywhere in the world ("Proprietary Rights") therein. Other than as set forth in Section 4(c), NEOGOV shall (i) acquire no rights in any Customer Data, and (ii) process Customer Data only to provide the Services or as otherwise instructed by Customer, or as may be required or permitted by applicable law.

(b) NEOGOV Intellectual Property. As between NEOGOV and Customer, NEOGOV shall exclusively own all right, title and interest in and to all Services (including any Update or Upgrade thereto), NEOGOV's products, system, any software (including any source code or object code) or documentation related thereto, any trademarks, service marks, logos and other distinctive brand features of NEOGOV and all Proprietary Rights embodied therein (collectively, the "NEOGOV Intellectual Property").

(c) Customer Grant to Use Certain Customer Data. Customer hereby grants to NEOGOV a perpetual, irrevocable, non-exclusive, royalty-free, fully transferable, worldwide license to download, use, reproduce, archive, adapt, combine with other data, edit and re-format, generate, store, disclose, create derivative works of, sell and exploit (commercially or otherwise) any and all Customer Data that does not constitute personally identifiable information for any purpose, including, without limitation, to provide the Services to Customer and its users and to analyze use of, and develop improvements to, the Services.

(d) Reservation of Rights. This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. Except as expressly set forth in Section 4(e), this Agreement does not grant Customer any licenses or other rights with respect to any of the NEOGOV Intellectual Property. All rights not expressly granted herein are reserved by NEOGOV.

(e) NEOGOV License Grant. NEOGOV's approved logos and trademarks (the "Approved Marks"), including the "powered by" logo, will appear on the "employment opportunities", "job description" and other NEOGOV hosted pages. NEOGOV hereby grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Term to use and reproduce the Approved Marks solely for purposes set forth in this Section 4(e). All uses of the Approved Marks shall conform to NEOGOV's standard guidelines and requirements for use of the Approved Marks.

(f) Privacy. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data. Customer shall comply with all applicable laws and regulations relating to (i) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (ii) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Customer Data (including any personally identifiable information). Without limiting the generality of the foregoing, in using the Services or any other NEOGOV Intellectual Property, Customer will not disclose or provide to NEOGOV any personally identifiable information of any other person or entity.

## 5. Representations, Warranties and Disclaimers.

(a) Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

(b) Service Performance Warranty. NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

(d) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following the mutual execution and delivery of this Agreement, each party hereto may advertise, disclose and publish its relationship with the other party under this Agreement. NEOGOV may display Customer's name and logo in connection with such advertisement, disclosure and publishing.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including, but not limited to (a) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and have not yet been publicly disclosed, (b) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret and (c) trade secrets (collectively, "**Confidential Information**"). In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, (x) without the express prior written consent of the other party (y) except as permitted or authorized herein or (z) except as required by law including the Public Records Act of the State of North Dakota, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the Term and for a period of three (3) years thereafter or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law. In association with NEOGOV's concern for the protection of trade secrets, Confidential Information, and fair market competition, Customer acknowledges all photos, "screen captures", videos, or related media of NEOGOV products, pages, and related documentation shall be approved by NEOGOV prior to any publicly accessible disclosure of such media.

8. **Liability Limitations.**

(a) **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NEOGOV HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF NEOGOV KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

(b) **WITHOUT LIMITATION OF SECTION 8(A), NEOGOV SHALL BE LIABLE TO CUSTOMER FOR DAMAGES PROVEN TO BE PROXIMATELY CAUSED BY ITS ACTIONS IN AN AMOUNT NOT EXCEEDING FIVE TIMES (5X) THE TOTAL FEES PAID BY CUSTOMER TO NEOGOV UNDER THIS AGREEMENT DURING THE INITIAL TERM. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL**  
NEOGOV

ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

9. Term and Termination.

(a) Term. This Agreement shall commence on the Effective Date and remain in effect for the initial term set forth on the Order Form, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement.

(b) Termination.

(i) Termination by NEOGOV. NEOGOV may suspend the Services or terminate this Agreement immediately in the event of any of the following: (A) Customer fails to pay any amount then due under this Agreement and such failure is not cured within five (5) days following NEOGOV’s written notice thereof, (B) Customer is in material breach of this Agreement and such breach is not cured within thirty (30) days following NEOGOV’s written notice thereof; or (C) the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation, public policy.

(ii) Termination by Customer. Customer may terminate this Agreement immediately if NEOGOV is in material breach of this Agreement and such breach is not cured within thirty (30) days following Customer’s written notice thereof.

(c) Effect of Termination.

(i) Generally. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts owing to NEOGOV under this Agreement.

(ii) Customer Data. Upon expiration or any termination of this Agreement, Customer may elect to receive either associated data files from the NEOGOV system or read-only access to such files as set forth below.

(A) Delivery of Insight Data Files. Upon expiration or termination of this Agreement, in the event that Customer elects to receive Insight data files from the NEOGOV system, NEOGOV shall provide Customer with a dedicated data file in .CSV format, or provide a proprietary and confidential delete of data. Such data files will be comprised of Customer’s standard data contained in NEOGOV’s Insight Enterprise (IN) system. The structure of the relational database will be specific to the Customer’s data and will not be representative of the proprietary NEOGOV database. NEOGOV retains the right to purge such data files from NEOGOV’s systems without consent from, or notice to, the Customer after ninety (90) days after the date of expiration or termination of this Agreement.

(B) Read-Only Access. In the event that Customer elects to maintain read-only access to such associated data files, Customer shall deliver to NEOGOV written notice of such election within ninety (90) days of the date of expiration or termination date of this Agreement. As consideration for such access, Customer agrees to pay NEOGOV an upfront payment equal to ten (10%) of annual recurring Fee in effect at the time of the



expiration or termination of this Agreement. Customer agrees that such access to the NEOGOV system shall be limited to the functionality included at time of the expiration or termination of this Agreement. Customer may only elect to maintain read-only access to such data files if Customer has paid all outstanding amounts owed to NEOGOV under this Agreement.

(d) Survival. Sections 2, 4(a) through 4(d), 4(f), 5, 6, 7, 8, 9(c), 9(d), 12 and 13 shall survive the termination or expiration of this Agreement.

10. Payments.

(a) Payment Terms. Customer shall pay NEOGOV the applicable fees set forth in the Order Form (collectively, the “Fees”) within the applicable time periods set forth in the Order Form. NEOGOV may invoice all Fees due under this Agreement in one invoice for each invoice period. The parties agree that all invoices shall be delivered to the stated “Bill To” party on the Order Form.

(b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption with ten (10) days of NEOGOV’s request therefor.

(c) Fee Increases. NEOGOV may, in its sole discretion, increase the Fees for any Renewal Term. NEOGOV shall provide Customer with written notice of any such Fee increase at least one hundred twenty (120) days’ prior to the commencement of such Renewal Term.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV’s reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, military action or usurped power; or (h) actions or failures to act on the part of a governmental authority.

12. Piggyback Clause. It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this Agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual Agreement made between NEOGOV and any entity other than Customer.

13. Miscellaneous.

(a) Assignment. This Agreement may not be assigned by either party without the express written approval of the other party and any attempt at assignment in violation of this Section 13(a) shall be null and void.

(b) Entire Agreement; Amendment. This Agreement and the Order Form constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without giving effect to conflict of law rules.

(d) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(e) Independent Contractor; Third Party Agreements. Parties shall be deemed to be an independent contractors of one another and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto, or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

(f) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address set forth in the introductory paragraph hereof. Notice of change of address shall be given by written notice in the manner detailed in this Section 13(f).

(g) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.

(h) Attorneys' Fees. Should either party hereto initiate a legal or administrative action or proceeding (an "Action") to enforce any of the terms or conditions of this Agreement, both parties shall be responsible for their own fees.

(i) Conflict. In the event of a conflict between the body of this Agreement and the Order Form, the terms of the body of this Agreement shall control.

(j) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the Effective Date.

**Customer:** \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NEOGOV:** **GovernmentJobs.com, Inc.**, a California corporation

Signature:  \_\_\_\_\_

Print Name: John Closs \_\_\_\_\_

Title: Finance \_\_\_\_\_

Date: 2/21/2018 \_\_\_\_\_

**EXHIBIT A – ORDER FORM**

<b>Customer:</b>		<b>Bill To:</b>	
City of Fargo, ND		<u>City of Fargo, ND</u>	
<b><u>Quote Date: 1/18/2018</u></b>			
<b><u>Valid To: 2/28/2018</u></b>			
<b><u>Requested Service Date:</u></b>		<b><u>Initial Term:</u></b>	
TBD		9 Months (March 1, 2018 – December 31 <sup>st</sup> , 2018)	

**Order Summary**

Annual Recurring Fees

<b>Line</b>	<b>Description<sup>1</sup></b>	<b><u>Initial Annual Recurring Fee<sup>2</sup></u></b>
1.	Insight Enterprise Edition (IN) IN Subscription	<b>\$20,000.00</b>
2.	GovernmentJobs.com Job Posting Subscription (GJC) GJC Subscription	<b>N/A</b>
3.	Perform (PE) PE Subscription	<b>N/A</b>
4.	Onboard (ON) ON Subscription	<b>N/A</b>
5.	Learning Management System LMS Subscription	<b>N/A</b>
6.	NEOGOV Integrations Integration Maintenance	<b>N/A</b>
<b>Sub Total:</b>		<b>\$20,000.00</b>

Non-Recurring Fees

<b>Line</b>	<b>Description<sup>1</sup></b>	<b>Non-Recurring Fees</b>
	NEOGOV Services	
<b>6.</b>	Insight (IN)	
	Setup and Implementation	<b>\$2,500.00</b>
	Training	<b>\$2,000.00</b>
<b>7.</b>	Perform (PE)	
	Setup and Implementation	<b>N/A</b>
	Training	
<b>8.</b>	Onboard (ON)	
	Setup and Implementation	<b>N/A</b>
	Training	
	Onboard form building as Professional Service <sup>2</sup>	
<b>9.</b>	NEOGOV Integrations	<b>N/A</b>
	Setup and Configuration	
	<b>Sub Total:</b>	<b>\$4,500.00</b>
	<b>Order Total:</b>	<b>\$24,500.00</b>

<sup>1</sup>Items designated as Not Applicable, N/A or NA on the Order Form are not included in the Services. Customer may request a quote for these items at their discretion throughout the Term.

<sup>2</sup> The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

1. Description of Services.

(a) Insight Enterprise (IN). Insight Enterprise (IN) is designed to address five major areas of human resource activities including recruitment, selection, applicant tracking, reporting and analysis, and HR automation. As described below, Insight Enterprise (IN) enables agencies to post class specifications online, post job announcements on Customer websites, accept online applications, conduct applicant tracking including EEO and other statistical analysis, create email/hardcopy applicant notices, complete item analysis, create/route/and approve requisitions and hire actions online, and certify eligible lists electronically. A subscription to Insight Enterprise (IN) will include the following:

- (i) Recruitment
  - Online job application
  - Online job announcements and descriptions
  - Automatic online job interest cards
  - Recruitment and examination planning
- (ii) Selection
  - Configurable supplemental questions
  - Define unique scoring plans
  - Test analysis and pass-point setting
  - Score, rank, and refer applicants

- (iii) Applicant Tracking
  - Email and hardcopy notifications
  - EEO Data collection and reports
  - Track applicants by step/hurdle
  - Schedule written, oral, and other exams
  - Candidate self-service portal for scheduling and application status
- (iv) Reporting and Analysis
  - 90 standard system reports
  - Ad hoc reporting tool
- (v) HR Automation
  - Automatically route job requisitions and hire actions for approval
  - Automatically score and pass/fail applicants based on scoring plans
  - Automatically email users when there are candidates sent to them for review
  - Automatically email jobseeker job interest card notices for jobs posted on the main job openings page
- (vi) Training
  - NEOGOV will create a Customer-specific training environment for Insight Enterprise (IN), which is used by Customer during training and afterwards to train in prior to moving into production.
  - Customer will have full access to the demo/training environment setup for Insight Enterprise (IN).
  - NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form.
  - NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

NEOGOV will provide the URLs for the Career Pages, which the Customer will use to advertise on their website. Customer will need to change the IP addresses for the following five Customer website links (NEOGOV will provide the new link addresses)::

- Job openings
- Promotional job openings
- Transfer Job openings
- Class Specifications
- Job Interest Cards

Furthermore, Customer may export data from and to Insight Enterprise (IN) to integrate with other systems. As part of each such integration, NEOGOV shall:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings.
- Provide Integration Worksheets and/or guides.

Specifications regarding for cost, additional NEOGOV integrations can be made available to Customer, including:

- Configure New Hire Export Interface
- Configure Position Control Import Interface
- Class Spec Interface
- Employee Integration

(b) GovernmentJobs.com Job Posting Subscription. A subscription to GovernmentJobs.com Job Posting Subscription will include the following functionality:

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: Jobs advertised on the promotional and transfer webpages are not advertised on GovernmentJobs.com as these are typically for internal employees.

(c) Perform (PE). Perform (PE) is designed to address the major areas of human resource activities centered around employee performance management. As described below, Perform (PE) includes built-in workflow for business processes, configurable tasks, performance evaluations and reports. A subscription to Perform (PE) will include the following:

- Configurable Performance Evaluations
- Ability to build Library of Goals, Competencies, and Writing Assistants
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Scored and Non-scored Rating Scales
- Log of Performance Observations throughout the year
- Peer Reviews & Multi-rater capability
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

(d) Onboard (ON). Onboard (ON) is designed to facilitate the onboarding process for new hires. As described below, NEOGOV maintains standard forms as part of the annual subscription. Customer is responsible to maintain any custom forms created by Customer. A subscription to Onboard (ON) will include the following functionality:

- Electronic Employee File
- Federal I9 and W4 forms
  - NEOGOV updates the I9 annually per Federal guidelines and updates the W4 every 2-4 years per Federal guidelines.
- Task Manager
- Employee data upload
- Build your own Onboarding forms\*
  - Customer may build an unlimited number of forms

\*OPTIONAL. Customer may elect to purchase additional NEOGOV services to create or maintain more forms at the rates listed below. Any such purchases must be outlined in an addendum or additional exhibit in the Agreement.

- Background forms \$295 per form
- Dynamic Forms \$195 per form
- Updates to existing forms \$200 an hour

(e) Learning (LMS). Learning (LMS) is designed to provide a seamless experience for organizations to train and develop employees. LMS addresses the critical need of organizations to ensure completion of required trainings. By tracking both in-person and online training in one central place, organizations can improve employee performance and safety and reduce risk and liability claims. A subscription to Learning (LMS) will including the following:

- Create, schedule, enroll learners in, and track completion of online and in-person, classroom trainings
- Ability to upload course content files
- Certificates after course completion
- Learner transcripts & class rosters

- Course catalog with configurable categories for learners to browse
- Centralized dashboard that displays all required and elective trainings (online and in-person) that employees can take
- **Over 700 'off-the-shelf' online courses related to:**
  - Health & Safety,
  - Employment Practices and Liability,
  - Human Capital
  - Cyber Security and Privacy,
  - Law Enforcement,
  - Higher Ed/Campus Safety & Compliance,
  - Safe Driving, and
  - Parks & Recreation (including Child Safety courses)
  - Computer/IT Skills

(f) NEOGOV Integrations. NEOGOV offers Standard Integrations as well as platform APIs for third party system integration(s). A subscription to Standard Integrations includes the following:

- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual maintenance by NEOGOV
- Employee import and export
- Department division position import and export

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, professional services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

- (g) NEOGOV Implementation. The following activities will be conducted as a part of the Services:
- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
  - NEOGOV will work with Customer staff to understand the existing processes as well as other workforce business practices where applicable.
  - NEOGOV will establish Customer's production environment.
  - All NEOGOV products will be implemented off-site. Customer may integrate NEOGOV solutions with other systems using standard NEOGOV integration tools, export data from Insight Enterprise (IN) using web services and/or flat files to integrate with other systems, but the specifications and scope must be defined prior to agreeing to a timeline or price.
  - Following NEOGOV product rollout, NEOGOV and Customer will conduct two (2) post go-live conference call(s) (if scheduled) to ensure that the rollout was completed successfully and that any production questions are addressed promptly.

2. Fees. Customer shall pay the Fees set forth in this Order Form as follows:

(a) Annual Recurring Fees. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for the Initial Term within thirty (30) days of the date of Customer's execution and delivery of this Order Form. Customer shall pay all annual recurring Fees (including for any NEOGOV Integrations) for any Renewal Term within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor. The annual recurring Fees for a Renewal Term are subject to increase pursuant to the Agreement.

(b) Training Fees. Customer shall pay all training Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(c) Setup and Implementation. Customer shall pay all setup and implementation Fees within thirty (30) days of the date of Customer's execution and delivery of this this Order Form.

(d) Other Fees. Any other Fees owed by Customer to NEOGOV pursuant to this Agreement shall be paid by Customer within thirty (30) days of Customer's receipt of NEOGOV's invoice therefor.



3. Miscellaneous.


(a) Online Services Agreement. This Order Form is an attachment to and part of that certain Online Services Agreement (the "Agreement") by and between NEOGOV and Customer. Terms not defined in this Order Form shall have the meanings set forth in the Agreement. THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE AGREEMENT. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT IT HAS READ THE AGREEMENT IN ITS ENTIRETY AND AGREE TO BE BOUND BY ITS PROVISIONS.

(b) Effectiveness. Neither Customer nor NEOGOV will be bound by this Order Form until this Order Form has been signed by authorized representatives of both parties.

(c) Modifications. This Order Form may not be modified or amended except through a written instrument signed by the party to be bound.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their respective duly authorized officers as of the date set forth below.

<b><u>Customer:</u></b>	<b><u>NEOGOV: GovernmentJobs.com, Inc.</u></b>
Signature: _____	Signature: <u></u> _____
Print Name: _____	Print Name: <u>John Closs</u> _____
Title: _____	Title: <u>Finance</u> _____
Date: _____	Date: <u>2/21/2018</u> _____

13

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR**



**DATE: FEBRUARY 21, 2018**

**SUBJECT: AGREEMENT WITH CARL WALKER FOR PARKING FACILITY REPAIRS**

In 2016, the City hired Carl Walker to perform condition assessments on the Civic Center Parking Ramp and the Island Park Ramp. Those reports identified repairs needed to the facilities.

In 2017, Carl Walker was hired to conduct a peer review of a report on the Ground Transportation Center (GTC). There is money in a TIF fund to complete a portion of the repairs, and there are expected to be cost savings to conduct some of the repairs to the GTC at the same time as the other two parking facilities.

The proposal and letter agreement are attached for your review.

**RECOMMENDED MOTION:** Approve the attached agreement with Carl Walker for professional engineering services for repairs to city parking facilities.



February 21, 2018

James Gilmour  
Director of Planning and Development  
City of Fargo Planning and Development Department  
200 3<sup>rd</sup> St. N.  
Fargo, North Dakota 58102

[JGilmour@cityoffargo.com](mailto:JGilmour@cityoffargo.com)

RE: Civic Center, Island Park, and GTC Parking Garage Repairs  
Carl Walker Proposal No. R1-18-011

Dear Jim:

Carl Walker, a division of WGI (Carl Walker), is pleased to submit this proposal and letter agreement to provide professional engineering services to prepare repair documents and perform bidding and construction administration services for the following three parking structures:

- Civic Center Ramp, 411 2nd Avenue North
- Island Park Ramp, 515 1st Avenue South
- Ground Transportation Center (GTC), 502 Northern Pacific Avenue

### **PROJECT UNDERSTANDING**

We understand the City of Fargo would like Carl Walker to provide professional engineering services to prepare repair documents and perform bidding and construction administration services at the Civic Center Ramp (411 2nd Avenue North), Island Park Ramp (500 1st Avenue South), and Ground Transportation Center (GTC) Parking Garage (502 Northern Pacific Avenue).

Based on the evaluation report dated August 1, 2016 (issued on October 7, 2016) for the Civic Center and Island Park Ramps, and the peer review report dated January 8, 2018 for the GTC Parking Garage, the following repairs are recommended for the structures:

**Civic Center Ramp:** The Civic Center Ramp repairs include concrete and masonry repairs, general structure repairs, repair of existing waterproofing systems, and application of a protective sealer to the concrete deck surfaces. Per your request, the installation of new security cameras in areas of the ramp not covered by the Radisson Hotel will also be included in the scope of work. The proposed budget for the repairs is approximately \$396,000, which includes \$360,000 in base repairs plus a 10% project contingency, excluding the estimated costs for security cameras.

**Island Park Ramp:** Repair recommendations consist of restoring damaged and deteriorated waterproofing systems, miscellaneous concrete and general repairs, and application of a protective sealer to the concrete surfaces. Per your request, upgrading the existing security camera and recording system will also be included in the scope of work. The proposed budget for the repair program is approximately \$195,000, which includes \$178,000 in base repairs plus a 10% project contingency, but excludes the estimated cost for upgrading the security camera system.

**GTC Parking Garage:** Per your request, the GTC Parking Garage repairs shall include the following scope of work from the recommendations in the report (lighting and security camera system upgrades are excluded from the scope of work for the GTC Garage):

<b>Item</b>	<b>Description</b>	<b>Cost</b>
S3	Crack Repair at Garage Walls	\$ 9,000.00
S5	Repair of Misc. Spalled Concrete	\$ 6,000.00
W2	Repair Damage/Drainage at Bottom of Ramp	\$ 24,000.00
MEP1	Repair Deficiencies in Ventilation System	\$ 83,000.00
MEP2	Install Safety Guards at Air Compressors	\$ 800
M1	Repair CMU Walls	\$ 2,500.00
	Sub-Total	\$ 126,300.00
	Contingency	\$ 25,260.00
<b>TOTAL ESIMATED CONSTRUCTION COST</b>		<b>\$ 151,560.00</b>

We will utilize Obermiller Nelson Engineering, Inc. (ONE) as our mechanical and electrical sub-consultant for assessment, design, and construction phase services relative to the security camera system upgrades at the Civic Center and Island Park Ramps, and Item MEP1 at the GTC Parking Garage.

## **PROJECT APPROACH**

Carl Walker proposes to perform the following scope of services:

### **Preliminary Design for Camera System Upgrades (Civic Center and Island Park Ramps Only)**

The Preliminary Design phase will include developing options for camera layouts, equipment, and other system components. An opinion of probable costs will be presented for the recommended options.

### **Repair Document Preparation**

The Repair Document Preparation phase will include compilation of the plans, sections, and repair details, as well as technical specifications. Specific tasks will include:

- Review the parking garage requirements that may affect construction such as phasing of the work, noise restrictions, dust and fume control, vibration restrictions, service access, work hours, security, etc.
- Prepare repair drawings, including plans and details for the recommended repairs as outlined above. Provide plans for camera system upgrades for the Civic Center Ramp.
- Prepare front end specifications to publicly bid the project and complete the work. The specifications will be based upon standard specifications provided by the City of Fargo.

- Prepare technical specifications to complete the work. These specifications will include recommended materials, preparation requirements, and installation requirements.
- Establish construction phasing criteria to minimize disruption to the garages during construction.
- Prepare bid forms that includes work items and projected repair quantities.
- Provide the construction documents to you in PDF format for your review and comment.

### **Bidding**

The Bidding phase will include the following services:

- Publicly advertise the project bidding as required by the City of Fargo.
- Assist with preparation of invitations to bid and distribute bidding documents.
- Conduct an on-site pre-bid meeting.
- Respond to contractor's technical questions during the bidding process and issue addenda, as necessary.
- Review submitted bids and provide a summary spreadsheet with comments and recommendations for the award of contract.

### **Construction Administration**

The Construction Administration phase of this project will include the following tasks:

- Consult with the City of Fargo and coordinate necessary progress meetings.
- Attend an on-site pre-construction conference with the Contractor and Owner's representative.
- Review Contractor submittals, procedural submittals, etc.
- Review Contractor's pay requests, and assist in documentation of construction quantities where unit pricing is used.
- Visit the construction site to observe the progress and verify that, in general, the work complies with the intent of the plans and specifications. For each site visit a report will be prepared and submitted.
- Coordinate and chair periodic progress meetings during the site visit trips to review construction progress and address coordination issues with the City. Carl Walker anticipates 5 to 6 site visits / progress meetings during construction based upon a 10 to 12-week construction schedule. Additional site visits will be performed by ONE as required to provide timely response.
- Perform a final punch list walk-through with the City and the contractor, and prepare a punch list of items requiring attention.

## SCHEDULE

After we receive authorization to proceed, we will closely coordinate the project schedule with you to minimize interference with parking operations. The following project schedule has been developed based on the anticipated timeframes for the restoration project. Once the contract is accepted, the dates can be modified accordingly.

Task	Date Completion (Duration)
Notice to Proceed/Contract	March 13, 2018
Preliminary Design for Camera System	April 3, 2018 (3 weeks)*
Prepare Repair Documents	May 8, 2018 (5 weeks)*
Bidding and Award	June 19, 2018 (6 weeks)
Construction Administration	September 7, 2018 (12 weeks)

*\*The schedule allows for some overlap of services anticipating that the preparation of repair documents can commence before the completion of the preliminary design work.*

## PROFESSIONAL FEES

We propose to provide Engineering services for the repair of the Civic Center Ramp, Island Park Ramp, and GTC Parking Garage on a fixed fee, plus reimbursable expense basis. Fees are based upon performing our engineering services for all three parking structures concurrently but are shown priced separately for identifying the funding source.

### CARL WALKER, INC. FEES AND EXPENSES

Engineering Phase	Civic Center Ramp		Island Park Ramp		GTC Parking Garage	
	Professional Fees	Estimated Expenses	Professional Fees	Estimated Expenses	Professional Fees	Estimated Expenses
Preliminary Design for Camera Systems	\$ 3,500		\$ 3,000			
Repair Document Preparation	\$ 16,500	\$ 1,000	\$ 13,000	\$ 1,000	\$ 10,000	\$ 500
Bidding	\$ 3,100	\$ 1,000	\$ 3,100	\$ 1,000	\$ 700	\$ 300
Construction Admin. & Observation	\$ 15,700	\$ 5,800	\$ 11,100	\$ 4,200	\$ 7,200	\$ 2,000
<b>Total Fees + Estimated Expenses:</b>	<b>\$ 38,800</b>	<b>\$ 7,800</b>	<b>\$ 30,200</b>	<b>\$ 6,200</b>	<b>\$ 17,900</b>	<b>\$ 2,800</b>
	<b>\$ 46,600</b>		<b>\$ 36,400</b>		<b>\$ 20,700</b>	



City of Fargo

Civic Center, Island Park, and GTC Parking Garage Repairs  
Engineering Services Proposal  
R1-18-011 | February 21, 2018

Services will be invoiced monthly in accordance with Carl Walker's Construction Standard Terms and Conditions (attached) commensurate with the work performed in the prior month. Reimbursable expenses for each phase include travel, shipping, code review, and reproduction.

Trusting that this proposal and letter form of agreement meets with the City's acceptance, please have it executed where indicated below to serve as our agreement for these services.

Sincerely,

Wantman Group, Inc.

William A. Mahler, AIA  
Restoration Manager

Torrey L. Thompson  
Division Manager – Restoration

Gary L. Cudney, PE  
Senior Vice President, Parking & Restoration

**ACCEPTED BY:**

**City of Fargo**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Encl: Standard Terms and Conditions

Z:\RST MARKETING\RST PROPOSALS\2018 Proposals\R1 - Parking Structures\R1-18-011 Fargo Garages - 2018 Repairs (WAM)\Fargo Garages - Engineering Proposal (WAM).docx



## WGI CONTRACT TERMS AND CONDITIONS

1. **Performance:** Wantman Group, Inc.'s ("WGI") services pursuant to this Agreement ("Services") will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographic area. No other warranties, expressed or implied, are made with respect to WGI's performance of Services. WGI is not a guarantor of the Project for which its Services are directed, and its responsibility is limited to work performed for the Client. WGI is not responsible for acts or omissions of the Client, nor third parties not under its direct control. Client's acceptance of WGI's Services constitutes acceptance of these Terms and Conditions.

2. **Billing/Payments:** Invoices for WGI's Services and reimbursable expenses shall be submitted on a monthly basis. Payment shall be due on the date each invoice is received and shall be deemed delinquent 30 calendar days after issuance. Delinquent invoices shall accrue interest on the balance due at a rate of 18% per annum, or the highest interest rate allowable by law. Outstanding invoices delinquent beyond 45 calendar days may at WGI's election be deemed a notice to stop performance under this contract, and WGI may in that event suspend its Services until the invoice is paid, with no liability to WGI. Client shall make payment in full at or before delivery to Client of any reports, plans, record drawing, or certifications prepared under this Agreement. All attorneys' fees, court costs and/or expenses associated with collection of past due invoices will be paid by Client, whether or not suit is filed. Client's failure to timely pay any WGI invoice within 45 calendar days of issuance shall constitute a waiver of any and all claims against WGI. Retainers shall be credited on WGI's final invoice.

3. **Fees:** WGI's fees for its Services are set forth in WGI's Fee Schedule, which is attached as a separate exhibit to this Agreement or has otherwise been provided to Client. WGI's fees reflected in this Agreement exclude testing, permit fees, reproduction costs, and any service not reflected in this Agreement. All fees for Services are based on a one-time performance only. Additional Services and/or changes in service, whether field or office, shall be performed only after authorization by Client. Fees for changes and/or additional services are not included in this Agreement and shall be invoiced at the hourly rates quoted on WGI's current Fee Schedule.

4. **Reimbursable Expenses:** Direct costs including, without limitation, prints, copies, long distance phone calls, mileage, delivery service, etc., are not included in the above fees but shall be billed as Reimbursable Expenses at the rates set forth in WGI's Fee Schedule.

5. **Cost Estimates:** Client hereby acknowledges that WGI cannot warrant that estimates of probable construction or operating costs provided by WGI will not vary from actual costs incurred by Client.

6. **Storage:** Material samples not consumed in the performance of WGI's Services may be discarded 30 days after submission of the test report unless Client requests other disposition. After notification to Client, WGI may charge Client for extended storage of materials, records, or equipment.

7. **Indemnification:** Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the Services, except to the extent that any such claim, damage, loss, or expense is caused by the negligent act, omission, and/or strict liability of WGI.

## WGI CONTRACT TERMS AND CONDITIONS

**8. Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor WGI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, WGI's Services, or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

**9. Hazardous Materials:** WGI shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. WGI's Services expressly exclude any Services for Client involving or related in any manner to hazardous substances, and Client shall defend, indemnify, and hold harmless WGI, its employees, officers, directors, professionals, and subconsultants from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in any way related to the presence, discharge, release, or escape or contaminants or hazardous substance of any kind, or environmental liability of any nature, in any manner related to WGI's Services under this Agreement.

**10. LIMITATION OF LIABILITY:** To the fullest extent permitted by law, should WGI or any of its employees (professional or otherwise) be found to have been negligent in the performance of the Services, or to have made or breached any express or implied warranty, representation, or obligation under this Agreement, Client, all parties claiming through Client and all parties claiming to have in any way relied upon WGI's Services or the representations of the employees and agents of WGI agree that the maximum aggregate amount of the liability of WGI, its officers, employees and agents shall be limited to \$300,000.00 or the total amount of the fee actually paid to WGI for its Services performed with respect to the Project, whichever is greater.

In the event Client is unwilling or unable to limit WGI's liability in accordance with the provisions set forth in this subsection, Client may, upon written request of Client received within five days of Client's acceptance hereof, increase the limit of WGI's liability to a maximum of \$1,000,000.00 by agreeing to pay WGI a sum equivalent to an additional amount of 10% of the total fee, or \$10,000.00, whichever is greater, to be charged for WGI's Services. In the event professional fees increase during the Project, Client agrees to pay an additional 10% of said increase for the aforementioned higher limits on professional liability. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved. In any event, attorney's fees expended by WGI in connection with any claim shall reduce the amount available and only one such amount will apply to any Project.

If any of the above provisions of this paragraph is/are deemed invalid or unenforceable for any reason, WGI's liability shall not exceed the policy limits of any insurance policy providing coverage for WGI's Services on the Project. The provisions of this paragraph shall inure to the benefit of WGI's agents, representatives, consultants, officers, directors, and employees. WGI's agents, representatives, consultants, officers, directors, and employees shall be considered third-party beneficiaries for the purposes of this paragraph. The provisions of this paragraph shall survive the termination of this Agreement.

**11. Termination of Services:** Except in situations involving default for non-payment by Client to WGI, in the event of any default arising under this Agreement, the defaulting party

## WGI CONTRACT TERMS AND CONDITIONS

shall be entitled to receive written notice specifying the default and the actions to be taken to cure the default. The party receiving the notice of default shall have 7 business days from the date of receipt of the notice to cure the specified default. In the event that the party fails to cure the specified default, the adverse party may declare a breach of this Agreement and terminate this Agreement upon serving a written notice of termination. In the event of such termination, Client shall pay WGI in full for all Services rendered up to the time of termination.

**12. Events of Default:** Client shall be in default under this Agreement if (i) it fails to pay in full any invoice from WGI on the due date or fails to make any other payment due to WGI under this Agreement, (ii) it fails to observe or perform any other term, condition or covenant under this Agreement, (iii) it breaches any warranty or representation made under this Agreement, (iv) it dissolves, terminates or liquidates its business, or its business fails or its legal existence is terminated or suspected, (v) it commences any voluntary or involuntary bankruptcy, reorganization, insolvency receivership, or other similar proceeding is commenced by or against Client, or (vi) it becomes insolvent, makes an assignment for the benefit of creditors, or conveys substantially all of its assets.

**13. Suspension of Services:** If the Project is suspended for more than thirty (30) calendar days in the aggregate, WGI shall be compensated for Services performed and charges incurred prior to such suspension and, upon resumption of services, WGI shall be entitled to an equitable adjustment in fees to accommodate the resulting demobilization and re-mobilization costs. In addition, WGI shall be entitled to an equitable adjustment in the Project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) calendar days in the aggregate, WGI may, at its option, terminate this Agreement upon giving notice in writing to Client.

**14. Ownership of Instruments of Service:** All plans, data, reports, drawings, specifications, maps, surveys, ideas, scripts, sketches, designs, CADD files, field data, notes, and other documents and instruments prepared by WGI or its subconsultants, whether such work product is tangible or intangible ("Instruments of Service") shall remain the sole and exclusive property of WGI until such time as Client makes full and final payment to WGI pursuant to the terms set forth in this Agreement, and until such time, Client shall not use, deliver, solicit, transmit, or otherwise employ the Instruments of Service, whether directly or indirectly, by any means or manner. Client understands that changes or modifications to the documents made by anyone other than WGI may result in adverse consequences which WGI can neither predict nor control. Therefore, Client agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless WGI from and against all claims, liabilities, losses, damages, and costs (including reasonable attorney's fees) arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by Client or others of the documents provided by WGI under this Agreement.

**15. Electronic Files:** Any electronic files provided are non-certified recordings of printed documents prepared by WGI. These files are provided only for the convenience of Client, or other Receiving Party, and are intended solely for the exclusive use by that party for the purposes expressly authorized. In accordance with standard industry practice, only printed copies of documents conveyed by WGI may be relied upon. Under no circumstances shall these files be used for construction or staking. Any use of the information obtained or derived from these electronic files will be at Client's, or other Receiving Party's, sole risk. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, Client, or other Receiving Party, agrees that it has 30 days to

## WGI CONTRACT TERMS AND CONDITIONS

perform acceptance tests, after which it shall be deemed to have accepted the data thus transferred.

**16. SUE Technical Standards:** Quality Level A information obtained by direct exposure of the existing utilities can greatly increase the level of confidence with respect to the location of underground utilities at a particular jobsite. Utility exposure (Quality Level A) permits three-dimensional measurements to be taken on utilities for accurate location at each test hole. The overall level of confidence with respect to the location of site utilities can be raised by increasing the number of test holes examined; however, WGI provides no guarantee of the location of utilities on the site other than at the locations where test holes have been established.

Quality Level B services include the horizontal, above ground detection, marking and mapping of underground utilities. Geophysical prospecting methods are used to indicate the presence and surface position of buried utilities. Utilities are identified and marked in the field in order to be surveyed and mapped. Quality Level B information should not be used for construction purposes, or where exact horizontal and vertical measurements are required.

The accuracy of Quality Level B designating information and depth of cover readings obtained by utilizing Geophysical and Ground Penetrating Radar equipment and techniques are subject to field and soil conditions beyond WGI's control.

WGI will make reasonable efforts to provide comprehensive and correct positional utility marks to the limits obtainable by the instrumentation used and the existing ground conditions; however, WGI provides no guarantee that all existing utilities on a particular site will be properly located using these methods.

Utilizing WGI's SUE services does not relieve any party from its obligation to contact the utility damage prevention system before digging begins. Utility marks placed on the ground by WGI are not to be used for construction purposes.

**17. Successors and Assigns:** Client shall not assign, sublet, or transfer any rights under or interest in this Agreement without the prior written consent of WGI. Except where specifically stated otherwise in this Agreement, nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or WGI.

**18. Third Parties:** Except as expressly provided herein, nothing in this Agreement shall confer any right, remedy or claim upon any person or entity not a signatory to this Agreement.

**19. Corporate Protection:** WGI's performance of Services under this Agreement shall not subject WGI's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WGI, and not against any of WGI's employees, shareholders, officers, or directors.

**20. Severability and Survival:** If any term of this Agreement is to any extent held to be invalid or unenforceable, then such term shall be excluded to the extent of such invalidity or unenforceability, and all other terms hereof shall remain in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and WGI shall survive the completion of WGI's Services hereunder and the termination of this Agreement.

## WGI CONTRACT TERMS AND CONDITIONS

**21. Merger and Amendment:** This Agreement constitutes the entire agreement between WGI and Client, and all negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both WGI and Client.

**22. Applicable Law and Venue:** Unless otherwise specified, this Agreement shall be governed by the laws of the state in which the WGI office performing the services for the subject project is located. Venue for all disputes between the Parties arising from or relating to this Agreement shall lie exclusively in a court of competent jurisdiction in the county in which the WGI office performing the services for the subject project is located.

**23. Mediation:** All disputes between the Parties arising out of or relating to this Agreement shall be submitted to non-binding mediation as a condition precedent to litigation, unless the Parties mutually agree otherwise in writing.

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***THE FOLLOWING TERMS AND CONDITIONS SHALL ALSO APPLY  
FOR ALL PROJECTS INVOLVING CONSTRUCTION-RELATED SERVICES***

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**24. Construction Administration:** WGI's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. WGI shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

**25. Construction Observation:** WGI, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to advise Client of defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, WGI shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work.

**26. General Contractor's Responsibilities for Construction and Jobsite Safety:** Neither the professional activities of WGI, nor the presence of WGI or its employees and subconsultants at a construction/Project site, shall impose any duty on WGI, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, supervising, and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. WGI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that the Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the Contractor. Client also agrees that the Contractor shall defend and indemnify the Client, WGI and WGI's subconsultants from and against any and all claims,

## WGI CONTRACT TERMS AND CONDITIONS

damages, losses, and expenses (including reasonable attorney's fees) arising out of or relating to construction and jobsite safety. Client also agrees that Client, WGI and WGI's subconsultants shall be made additional insureds under the Contractor's policies of general liability insurance.

**27. Deviations from Contract Documents:** WGI shall report to the Client known deviations from the Contract Documents by the Contractor. However, WGI shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. WGI shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**28. Certificates for Payment:** WGI shall review and certify the amounts due to Contractor and shall issue certificates for such amounts. Such certification for payment shall constitute a representation to the Client, based on WGI's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of WGI's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and observations, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by WGI. The issuance of a Certificate of Payment shall not be a representation that WGI has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**29. Rejection of Work:** WGI shall have authority to reject Work that does not conform to the Contract Documents. Whenever WGI considers it necessary or advisable, WGI shall have authority to require observation or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of WGI nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of WGI to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**30. Submittals:** WGI shall review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. WGI's action shall be taken with such reasonable promptness as to cause no unreasonable delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in WGI's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the sole responsibility of the Contractor as required by the Contract Documents. WGI's review shall not constitute approval of safety precautions or, unless otherwise specifically stated in writing by WGI, of any construction means, methods, techniques, sequences or procedures. WGI's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

## WGI CONTRACT TERMS AND CONDITIONS

**31. Contractor's Design Professionals:** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, WGI shall specify appropriate performance and design criteria that such services must satisfy. Shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to WGI. WGI shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**32. Change Orders:** WGI shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by WGI for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

**33. Submittals and Final Completion:** WGI shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final observation indicating that the Work complies with the requirements of the Contract Documents.

**34. Interpretations and Decisions:** Interpretations and decisions of WGI shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, WGI shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

(14)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Edition Second Addition	<b>Date:</b>	4/21/2017
		<b>Update:</b>	2/21/2018
<b>Location:</b>	5035 38 <sup>th</sup> St S	<b>Staff Contact:</b>	Kylie Bagley
<b>Legal Description:</b>	Lot 1, Block 1, Edition Addition		
<b>Owner(s)/Applicant:</b>	Enclave Development	<b>Engineer:</b>	Houston Engineering
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lot 1, Block 1, Edition Addition) and <b>Conditional Use Permit</b> (for an Alternative Access Plan for a parking reduction)		
<b>Status:</b>	City Commission Public Hearing: February 26, 2018		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Multi-Dwelling Residential	<b>Land Use:</b> Multi-Dwelling Residential and Group Living
<b>Zoning:</b> MR-3	<b>Zoning:</b> MR-3
<b>Uses Allowed:</b> detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.	<b>Uses Allowed:</b> detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children or adults, group living, parks and open space, religious institutions, safety services, schools, and basic utilities.  <b>Plus a Conditional Use Permit for a parking reduction</b>
<b>Maximum Density Allowed:</b> Maximum of 24 units per acre	<b>Maximum Density Allowed:</b> Maximum of 24 units per acre

<b>Proposal:</b>
<p>The applicant is seeking approval of a minor subdivision entitled, <b>Edition Second Addition</b>, which is a replat of Lot 1, Block 1, Edition Addition, and approval of a conditional use permit for an alternative access plan for a parking reduction. The proposed plat contains 19.98 acres. The applicant is proposing a two (2) lot, one (1) block, minor subdivision.</p> <p>The Planning Commission approved the applicants request for a conditional use permit for an alternative access plan for the proposed group living facility. The residents of the facility are individuals with memory impairments. Group living requires 1 stall per 100 sq. ft. of sleeping area for a total of 76 stalls; the applicant is proposing 1 stall per 160 sq. ft. of sleeping area for a total of 50 stalls. The typical number of staff on a single shift is 8, which leaves 42 stalls for residents and visitors.</p> <p>The applicant met all the findings of the conditional use permit section of the LDC and the Planning Commission approved the CUP with the following conditions:</p> <ol style="list-style-type: none"> <li>1. 50 off-street parking spaces are required on-site;</li> <li>2. The Conditional Use Permit will cease if the land use changes from an assisted living/senior living residence;</li> <li>3. And any expansion of the square footage of the group living use will require an amendment to the Conditional Use Permit with review and approval by the Planning Commission.</li> </ol> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: GO, General Office, with Microsoft offices;</li> <li>• East: GC, General Commercial, with Cobalt Medical Facility;</li> </ul>



- South: Across 38<sup>th</sup> St S is unplatted vacant land zoned GC, General Commercial;
- West: P/I, Public and Institutional, with park land. Adjacent to the park land is SR-2, Single-Dwelling Residential.

**Area Plans:**

The subject property is referenced within the 2003 Southwest Future Land Use Plan as being suitable for low density residential on the western edge of the parcel, low and medium density in the middle portion of the parcel, and office or commercial on the eastern section of the parcel.



	Commercial		Medium-High Density Residential
	Commercial or Medium-High Density		Medium-High Density or Park-Open Space
	Commercial or Medium-High or Park-Open Space		Office
	Commercial or Park-Open Space		Office or Commercial or Medium-High Density
	Other Industrial or Commercial		Park-Open Space
	Other Office or Commercial		Public
	Other Office or Medium-High Density Residential		Public or Commercial
	Industrial		Public or Low-Medium Density
	Low-Medium Density Residential		Public or Office
	Low-Medium Density or Medium-High Density		Storm Water

**Schools and Parks:**

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

**Parks:** The subject property is located west of Woodhaven South Park and Fishing Pond (4802 Woodhaven Drive South). The park offers ADA fishing ramp, fishing, picnic table, playground, recreational trails, and soccer amenities.

**Pedestrian / Bicycle:** A multi-use trail facilities are located about over a quarter of a mile south along 52 Avenue South and over a quarter mile to the west along 42 Street South.

**Staff Analysis:**

**Minor Subdivision**

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

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

The subdivision is intended to replat Lot 1, Block 1, Edition Addition into two lots and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

**(Criteria Satisfied)**

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

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

**(Criteria Satisfied)**

**Planning Commission Recommendation: May 2, 2017**

On May 2, 2017, with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommend approval to the City Commission of the proposed: 1) Subdivision plat **Edition Second Addition** and approved the 2) Conditional Use Permit to allow an Alternative Access Plan for a Parking Reduction as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, Section 20-0909.D (1-6) and all other applicable requirements of the Land Development Code, with the following conditions:

1. 50 off-street parking spaces are required on-site;
2. The Conditional Use Permit will cease if the land use changes from an assisted living/senior living residence;
3. And any expansion of the square footage of the group living use will require an amendment to the Conditional Use Permit with review and approval by the Planning Commission

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and hereby approve the proposed: Subdivision plat **Edition Second Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

**Attachments:**

1. Zoning Map
2. Location Map
3. Plat



# Plat (Minor Subdivision) and CUP (Alternative Access Plan)

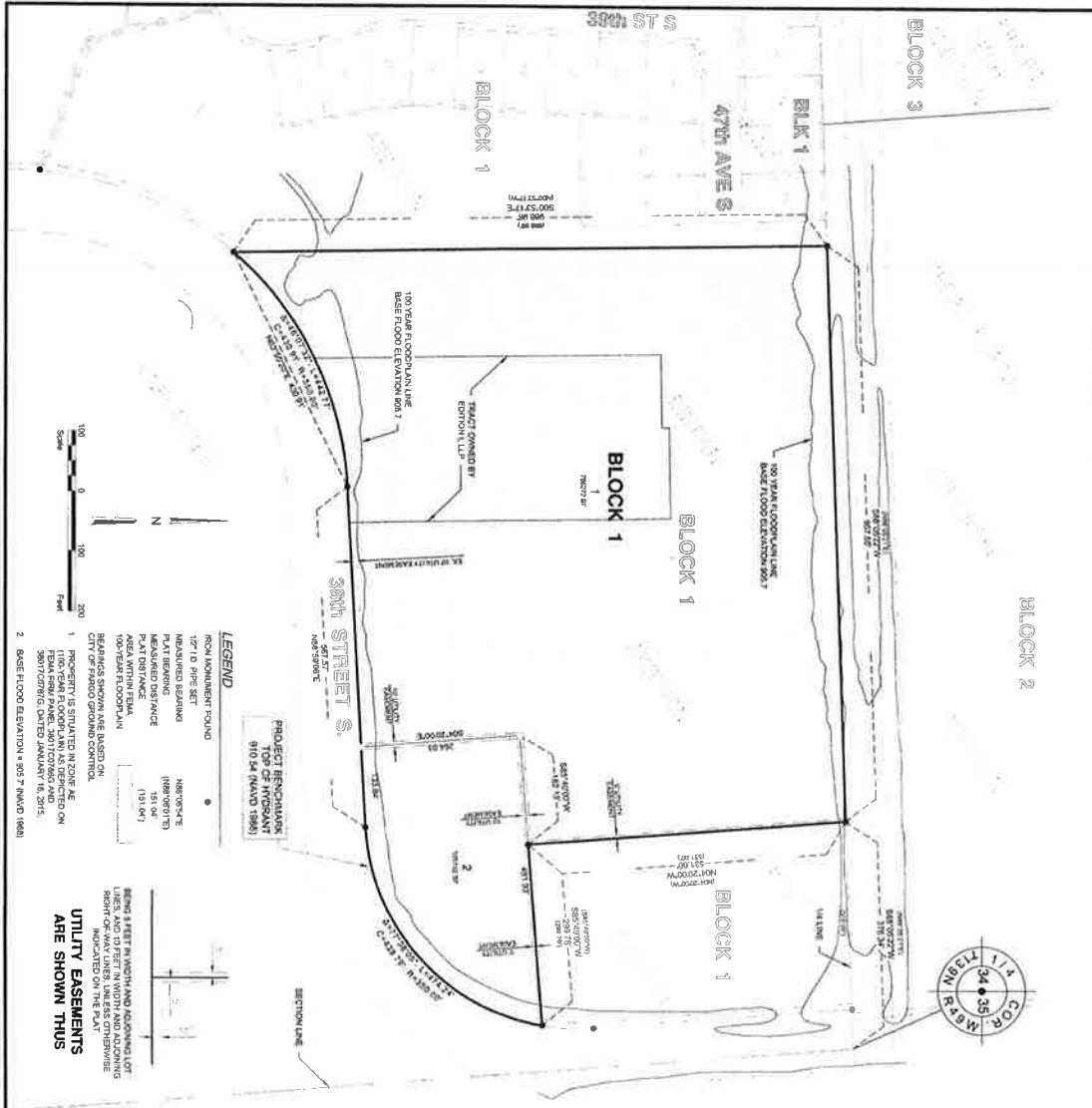
## Edition Second Addition

4835 38th Street South



N:\Fargo\JRW\7409748\116\_7489\_12\CAD\PLAT\FRE PLAT Edition Second Addition dwp-PLAT-1/18/2018 12:38 PM (tblout)

# EDITION SECOND ADDITION A MINOR SUBDIVISION BEING A REPLAT OF LOT 1, BLOCK 1, EDITION ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



**OWNER'S CERTIFICATE.** THESE PRESENTS, That Edition Partners, LLP, a North Dakota limited liability partnership, and Edition 1, LLP, a North Dakota limited liability partnership, and the owners and proprietors of Lot 1, Block 1, Edition Addition to the City of Fargo, Cass County, North Dakota, and that said parties have caused the same to be surveyed and platted as Edition Second Addition to the City of Fargo, Cass County, North Dakota.

**OWNER:**  
Edition Partners, LLP, a North Dakota limited liability partnership  
Edition 1, LLP, a North Dakota limited liability partnership  
Austin J. Morris, Managing Member

**OWNER:**  
Edition 1, LLP, a North Dakota limited liability partnership  
By: Edwin Edson, LLP, a North Dakota limited liability partnership  
By: Marjorie Stevens Peterson

**OWNER:**  
Austin J. Morris, Managing Partner

**SURVEYORS CERTIFICATE AND ACKNOWLEDGEMENT.**  
I, the undersigned, being duly sworn, depose and say that the work of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 18th day of January, 2018.

*[Signature]*  
James A. Schmitt, Professional Land Surveyor No. 6068

**CITY ENGINEERS APPROVAL.**  
I, the undersigned, being duly sworn, depose and say that I am a duly licensed Professional Engineer in the State of North Dakota, and I hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 20th day of February, 2018.

*[Signature]*  
Mark H. Blinn, City Engineer

**FARGO PLANNING COMMISSION APPROVAL.**  
Approved by the City of Fargo Planning Commission this \_\_\_ day of \_\_\_\_\_, 2018.

*[Signature]*  
Shawn Eganck, Chair  
Fargo Planning Commission

**FARGO CITY COMMISSION APPROVAL.**  
Approved by the Board of City Commissioners and ordered filed this \_\_\_ day of \_\_\_\_\_, 2018.

*[Signature]*  
Trinity J. Mahoney, Mayor

**Notary Public:** \_\_\_\_\_  
State of North Dakota  
County of Cass } ss

On this \_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared *[Signature]*, Mayor, Mayor, City of Fargo; and *[Signature]*, City Auditor, City of Fargo; known to me to be the persons whose names are subscribed to and who signs on behalf of the City of Fargo.

**Notary Public:** \_\_\_\_\_  
State of North Dakota  
County of Cass } ss

**Notary Public:** \_\_\_\_\_  
State of North Dakota  
County of Cass } ss

On this 18th day of January, 2018, before me personally appeared *[Signature]*, a duly licensed Professional Engineer in the State of North Dakota, and who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

**Notary Public:** *[Signature]*  
State of North Dakota  
County of Cass } ss

On this 20th day of February, 2018, before me personally appeared *[Signature]*, a duly licensed Professional Engineer in the State of North Dakota, and who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

**Notary Public:** *[Signature]*  
State of North Dakota  
County of Cass } ss

On this 20th day of February, 2018, before me personally appeared *[Signature]*, a duly licensed Professional Engineer in the State of North Dakota, and who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

**Notary Public:** *[Signature]*  
State of North Dakota  
County of Cass } ss

On this 20th day of February, 2018, before me personally appeared *[Signature]*, a duly licensed Professional Engineer in the State of North Dakota, and who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

**Notary Public:** *[Signature]*  
State of North Dakota  
County of Cass } ss

**UTILITY EASEMENTS ARE SHOWN THIS**

Project No. 7489-024  
Houston Engineering Inc.  
Phone: 701.237.5065

(15)

**MEMORANDUM**

**DATE:** February 22, 2018  
**TO:** City Commission  
**FROM:** Nicole Crutchfield, Planning Director *NC*  
**RE:** Commitment to HomeField Apartments Phase 2 (HOME Grant Funds) and Consent for Access and Utility Easements on Lots 1, 2 and 3, Block 1 of Autumn Fields Second Addition

The Community Development Committee and the City Commission have previously acted upon, and the U.S. Department of Housing and Urban Development (HUD) has agreed on, 2016 and 2017 grant fund allocations to assist Beyond Shelter with land acquisition and construction of a senior rental housing project known as HomeField. As part of the federal program, there are incremental steps of approval, including the previous years' Action Plans that were previously acted upon by the City Commission and filed at the federal HUD offices to meet federal reporting requirements.

Today, City Planning staff and Beyond Shelter are working on the final contractual details to get Phase 2 ready to break ground for construction including entitlement requirements for access and utility easements and incorporation of federal rules related to the administration of the program for Beyond Shelter to close on the land.

The City Commission has previously approved the dedication of the HOME grant funds for this project at their February 29, 2016 and February 27, 2017 meetings. Staff is now seeking authorization for the Mayor to execute the contract once staff has agreed that all federal rules are met, and the City Attorney has performed a technical review of the contract. The draft contract is included as an attachment; however, final details are being confirmed with the federal offices before we can execute. In addition, in order to complete the land purchase closing, staff is asking for authorization for the Mayor to approve a consent to an easement on the land for access and utilities between the three lots that make up this project.

**Recommended Action:** Upon final technical review of the City Attorney, authorize the Mayor to execute a contractual agreement with Beyond Shelter, Inc. for HomeField Apartments Phase 2 on the condition it meets HOME grant requirements and provides consent for access and utility easements on Lots 1, 2 and 3, Block 1 of Autumn Fields Second Addition.



## **CHDO SPONSOR AGREEMENT HomeField 2 Apartments - 2016**

City of Fargo HOME Program

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**I. Agreement**

This CHDO Sponsor Agreement (Agreement), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fargo (City), Beyond Shelter, Inc. (Sponsor), and HomeField 2, LLLP (Project Owner), is made to enable the Project Owner to undertake certain activities with HOME Grant funds as described in the Statement of Work. Therefore, the City, Sponsor and Project Owner agree as follows:

**II. Relationship Defined.**

Sponsor is a certified Community Housing Development Organization (CHDO) that is eligible to receive HOME funds under the CHDO set-aside. The HomeField 2 Apartments Project (Project) has been designated as a CHDO set-aside project. The Project Owner is a limited liability limited partnership, whose general partner is a wholly owned subsidiary of the Sponsor and the Sponsor is the sole managing member of the general partner of the Project Owner.

**III. Responsibility of the City**

The City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement and disbursing funds in connection with the HOME program.

**IV. Statement of Work**

The Statement of Work is attached as Exhibit "A" and made a part of this Agreement. The Project Owner agrees to perform the work described in Exhibit "A" in compliance with this Agreement.

**V. Disbursement of Funds**

Provided that the activities authorized under the Statement of Work and contracts signed by the Project Owner are eligible expenditures of HOME Grant funds, the City agrees to provide the Project Owner an amount not to exceed \$100,000 from HOME funds in the form of a grant. The grant is from the City's HOME Investment Partnership allocation of \$356,322 awarded on May 1, 2016; Federal Award Identification Number M-16-MC-38-0220, CFDA #14.218, DUNS #07-026-5871.

Funds shall be disbursed upon presentation of a Request for Payment form (Exhibit C) and invoices which the Project Owner certifies are true and correct copies of payments due on behalf of the Project Owner, for an activity covered by this Agreement and made in accordance with the Statement of Work. Payment may be suspended by the City in the event of non-performance by the Project Owner. All payments will be subject to a 10 percent retainage which will be paid to the Project Owner once the Project has been verified completed as approved.

**VI. CHDO Proceeds**

The Project Owner is receiving HOME funds directly from the City CHDO set-aside allocation. The assistance is being provided to the Sponsor in the form of a grant, who will then make a

loan of the HOME funds directly to the Project Owner; as such, no project proceeds will be generated.

## VII. **Affordability Period (92.252)**

- A. **Term.** The Affordability Period (period of compliance) for this Project is 20 years. The term is set at 20 years because the Project involves new construction of rental housing with HOME funds. Affordability requirements remain in force regardless of transfer of ownership and will be documented and enforced via a Land Use Restriction Agreement (LURA) on the assisted property, which will be removed at the end of the Affordability Period.
- B. **Units.** There are a total of four (4) HOME assisted housing units in this Project (multi-year funded). Four (4) units in this building will be designated as "floating" HOME units, because of the use of federal funds in this Project. Two (2) units are funded with 2016 CHDO assistance and two (2) units are funded with 2017 CHDO assistance. These four (4) units will be subject to the affordability period requirements outlined in this section of the Agreement.
- C. **Tenant Income.** Throughout the Affordability Period, the HOME-assisted housing must be occupied by income-eligible households who must be charged applicable HOME rents. Since there are fewer than five (5) HOME-assisted housing units in this project, the Program Funds Rule applies. 90% of the units (4 units; 2-2016, 2-2017) must be occupied by families whose annual incomes do not exceed 60% of the median family income for the area, as per 92.216(a). The remaining units (0 units) must be occupied by families whose incomes do not exceed 80% of the median family income, as per 92-216(b).

The income of each tenant must be determined initially by verifying source documentation (as prescribed in 92.203(a)(1)(i)), using the Section 8 (Part 5) method of income determination. After the first year, the Project Owner must examine source documentation every sixth year. All other annual verifications may be done through a statement and certification, in accordance with 92.203(a)(1)(ii).

- D. **Rent Limitations.** Four (4) units (2-2016, 2-2017) in this Project are subject to High HOME rents and zero (0) units are subject to Low HOME rents. Rents can be adjusted on an annual basis. City will notify the Project Owner of new rent limits within two weeks of such rent limits being made available by HUD. Regardless of changes in fair market rents and in median income over time, the HOME rents for the Project are not required to be lower than the HOME rent limits for the Project in effect at the time of Project commitment. Increases in rents are subject to the provisions of outstanding leases but in any event, tenants must receive at least 30 days prior written notice before any rent increase is implemented. Note that for both High and Low HOME Rents, the maximum allowable rent must be reduced if the tenant pays for utilities.
1. **High HOME Rent.** Maximum rent for this Project must be set at the lesser of the fair market rent for existing housing, as established by HUD, or a rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the area median income. The maximum allowable rent must be reduced if the tenant pays for utilities.



2. **Low HOME Rent.** Rent must not exceed 30 percent of the annual income of a family who earns 50 percent of the area median income (if the rent calculated under this guideline is higher than the High HOME Rent, then the High HOME Rent applies).

For example, rent limits for the 2016 program year are as follows:

	Efficiency	1 bedroom	2 bedroom	3 bedroom	4 bedroom
Fair Market Rent	\$489	\$600	\$771	\$1,124	\$1,238
65% Area Median	\$891	\$956	\$1149	\$1,320	\$1,453
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#### VIII. **Property Standards**

All housing that is constructed or rehabilitated with HOME funds must meet all applicable local codes, rehab standards, ordinances, and zoning at the time of Project completion.

The housing must also meet the accessibility requirements of Section 504 of the Rehabilitation Act of 1973.

The Project Owner of the housing must maintain the property in compliance with all applicable local and state housing quality standards and code requirements. At a minimum, the property must demonstrate compliance with the housing quality standards (HQS) in 24 CFR 982.401 on an annual basis.

#### IX. **Match and Security Requirements**

The Project Owner will provide documentation of HOME "match" in an amount equal to no less than 25 percent of the grant award. Guidance on funds eligible as "match" can be found in HUD Notice CPD 97-03. Likely sources of match for this Project include funds received from private foundations.

The Project Owner understands and agrees that the City will require security for the HOME Grant funds in such form and in such amount as is acceptable to City. In this regard, the City will file a LURA on the assisted property upon the completion of the Project.

#### X. **Affirmative Marketing**

The Project Owner agrees to comply with the Affirmative Marketing procedures adopted by City as they apply to HOME assisted rental housing projects with more than five housing units.

#### XI. **Project Owner Records**

Records of reimbursable expenses pertaining to the Statement of Work and records of accounts between the City and the Project Owner shall be kept on a generally recognized accounting basis. The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Project Owner which are directly pertinent to this Agreement for the purpose of making an audit, examination, excerpts and

transcriptions. All financial records pertaining to this Agreement upon completion shall remain the property of the City.

The Project Owner shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement, including but not limited to, financial transactions, conformance with assurances, and Project Owner activity reports. These records shall be retained by the Project Owner for a period of five years after completion of the Project.

**XII. Monitoring / Enforcement of the Agreement**

The City reserves the right to monitor and evaluate the progress and performance of the Project Owner to assure that the terms of this Agreement are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Project Owner shall cooperate with the City relating to such monitoring and evaluation.

Once the Project is complete, the Project Owner will be responsible for submitting an annual compliance report on all HOME-assisted units, and may be subject to on-site inspections as required. The Project Owner must have on file annual compliance records for the most recent five years, until five years after the Affordability Period has expired.

**XIII. Term of the Agreement**

Except as provided in Section XIV below, this Agreement shall be in effect for the duration of the Affordability Period, which will begin when the Project is marked as complete in IDIS.

**XIV. Termination of the Agreement**

This Agreement may be terminated if the Project Owner materially fails to comply with any term of the Agreement. The City's obligations under this Agreement will terminate in the event of suspension or non-receipt of HOME Grant funds by the Department of Housing and Urban Development.

**XV. Assignability**

This Agreement will not be assigned or transferred by the Project Owner without the prior written consent of the City. Notwithstanding the foregoing or anything to the contrary set forth herein, interests in the Project Owner may be transferred without consent or restriction.

**XVI. Independence of Sponsor and Project Owner**

Nothing contained in this Agreement nor the relationship of the Sponsor and Project Owner to other parties, shall make or be construed to make the Sponsor and Project Owner, or any of the Sponsor's or Project Owner's agents or employees, the agents or employees of the City. The Sponsor and Project Owner shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

**XVII. Assurances**

The Sponsor shall cause the Project Owner to use HOME Grant funds for the purposes authorized by the Fargo City Commission. The Sponsor and Project Owner further agree to comply with the assurances, attached as Exhibit "B", and made a part of this Agreement, which are required by the Department of Housing and Urban Development for all HOME Grant projects. These include Federal Labor Standards requirements.

**XVIII. Conflict of Interest**

The Project Owner agrees that it has not violated the prohibition against conflicts of interest set forth in the HOME Final Rule CFR 92.356 and the Project Owner further assures that it will not, during the pendency of this Agreement, violate said prohibition.

The Project Owner agrees that neither it nor any members of its Board of Directors, officers, or employees presently have any financial interest in the Project to be financed under the Statement of Work, and shall not acquire any financial interest in the Project which would conflict with the performance of the Statement of Work required under this Agreement or application statute, rule, or regulation.

**XIX. Conditions for Religious Organizations (92.257)**

HOME funds may not be provided to primarily religious organizations, such as churches, for any activity including secular activities. However, HOME funds may be used by a secular entity to acquire housing from a religious organization and a religious organization may transfer title to its property to a wholly secular entity and the entity may participate in the HOME program. The entity may be a new or established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

**XX. Entire Agreement**

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

**BEYOND SHELTER, INC.**

**CITY OF FARGO**

\_\_\_\_\_  
Daniel P. Madler, Chief Executive Officer

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

**HOMEFIELD 2, LLLP**  
a North Dakota limited liability limited partnership

By: Beyond Shelter, Inc.  
Its: Manager and Sole Member

\_\_\_\_\_  
Daniel P. Madler, Chief Executive Officer

## EXHIBIT A

### STATEMENT OF WORK

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#### I. **Statement of Work**

Project Owner will utilize 2016 HOME funds for the construction of 39 units of affordable senior rental housing in Fargo. Two (2) of the 39 units are HOME assisted units. The total estimated development cost is \$6,422,434.

The apartments will be located at 4235 28th Avenue South, Fargo. The Project will be undertaken by the Project Owner, a tax credit partnership whose Sponsor is a nonprofit housing development organization whose mission is to provide affordable housing opportunities.

Except for the requirement that the HOME assisted tenants be low income, earning less than 60% area median income, access to the program shall not be denied because of race, color, religion, national origin, family status, or disability.

The Project shall continue to operate under the conditions outlined in the Statement of Work for the entire term of the Affordability Period.

#### II. **Purpose of Funding**

The Project Owner shall use \$100,000 of HOME Funds, in accordance with the Statement of Work included in this Exhibit. The purpose of the funding is for construction of a senior rental housing project.

#### III. **Schedule for Completion of Work**

The following schedule describes the timeline for Project completion. Deviation from this timeline will require amendment of this Agreement.

	<u>No later than</u>
Final Drawings	
Construction - start	July 1, 2018
Construction - complete	July 1, 2019
Placed in Service	July 1, 2019
Occupancy of low income units	December 31, 2019

The Sponsor shall begin construction and expend the HOME Grant funds provided for above, by June 1, 2019.

#### IV. **Budget**

The Project Owner agrees that any cost for other items or costs for the approved items exceeding \$100,000 shall be paid by the Project Owner. The Project Owner will obtain from other sources all additional funds needed to complete the Project, fitting the property for the use outlined in this Statement of Work, in addition to the funds needed to operate the Project.

**V. Relocation Requirements**

This Project consists of new construction on vacant land. The Uniform Relocation Assistance Act, which covers all HUD-assisted programs/projects, does not apply.

**VI. Requirements for Environmental Review and Lead Based Paint Hazards**

To proceed, the Project must pass the necessary environmental review processes. Lead based paint requirements do not apply to this Project.

**EXHIBIT B**  
**Assurances**  
Other Applicable Federal Requirements

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- A. This contract will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
  2. Title VIII of the Civil Rights Act of 1966 (Pub. L. 90-284), as amended; and the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
  3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
  4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
  5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
  6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
  7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
  8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
  10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
  11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
  12. The Uniform Administrative requirements, set forth in 24 C.F.R. Part 570.502, and 24 C.F.R. 84, and the requirements of 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122) as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;
  13. The Clean Air Act (42 U.S.C. 7401 et. seq);
  14. HUD environmental standards (24 C.F.R. Part 51, Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979);

15. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et. seq., and 21 U.S.C. 349), as amended;
  16. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended;
  17. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;
  18. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974;
  19. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;
  20. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);
  21. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);
  22. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;
  23. Executive Order 11593, Protection and Enhancement of the cultural Environment, may 13, 1971 (36 F.R. 8921 et. seq.);
  24. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);
  25. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.
  26. Debarment and suspension; Drug-Free Workplace. HUD and its recipients and subrecipients shall comply with the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," at 24 CFR part 24, Subsection 84.13. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. HUD and its recipients and subrecipients shall comply with the certification requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.
- B. The Recipient certifies, to the best of his or her knowledge and belief, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



# EXHIBIT C

## REQUEST FOR PAYMENT OF HOME FUNDS

TO: Fargo Planning & Development  
200 3rd Street North  
Fargo, ND 58102

RE: \_\_\_\_\_  
Project name

\_\_\_\_\_  
Project address

Amount of Funds Requested: \_\_\_\_\_

Enclosed are:

Required Payroll Reports:

Copies of Invoices:

Signed Contracts:

Final payment request:

**Lien Waivers are required upon receipt of final payment**

Remarks: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Submitted by: \_\_\_\_\_

Contact #: \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

**\*\*Deadline to submit request for funds is 4:30 p.m. on Wednesdays, with checks mailed out the following Friday\*\***

## **CHDO SPONSOR AGREEMENT HomeField 2 Apartments - 2017**

City of Fargo HOME Program

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**I. Agreement**

This CHDO Sponsor Agreement (Agreement), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the City of Fargo (City), Beyond Shelter, Inc. (Sponsor), and HomeField 2, LLLP (Project Owner), is made to enable the Project Owner to undertake certain activities with HOME Grant funds as described in the Statement of Work. Therefore, the City, Sponsor and Project Owner agree as follows:

**II. Relationship Defined.**

Sponsor is a certified Community Housing Development Organization (CHDO) that is eligible to receive HOME funds under the CHDO set-aside. The HomeField 2 Apartments Project (Project) has been designated as a CHDO set-aside project. The Project Owner is a limited liability limited partnership, whose general partner is a wholly owned subsidiary of the Sponsor and the Sponsor is the sole managing member of the general partner of the Project Owner.

**III. Responsibility of the City**

The City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement and disbursing funds in connection with the HOME program.

**IV. Statement of Work**

The Statement of Work is attached as Exhibit "A" and made a part of this Agreement. The Project Owner agrees to perform the work described in Exhibit "A" in compliance with this Agreement.

**V. Disbursement of Funds**

Provided that the activities authorized under the Statement of Work and contracts signed by the Project Owner are eligible expenditures of HOME Grant funds, the City agrees to provide the Project Owner an amount not to exceed \$100,000 from HOME funds in the form of a grant. The grant is from the City's HOME Investment Partnership allocation of \$336,586 awarded on May 1, 2017; Federal Award Identification Number M-17-MC-38-0220, CFDA #14.218, DUNS #07-026-5871.

Funds shall be disbursed upon presentation of a Request for Payment form (Exhibit C) and invoices which the Project Owner certifies are true and correct copies of payments due on behalf of the Project Owner, for an activity covered by this Agreement and made in accordance with the Statement of Work. Payment may be suspended by the City in the event of non-performance by the Project Owner. All payments will be subject to a 10 percent retainage which will be paid to the Project Owner once the Project has been verified completed as approved.

**VI. CHDO Proceeds**

The Project Owner is receiving HOME funds directly from the City CHDO set-aside allocation. The assistance is being provided to the Sponsor in the form of a grant, who will then make a

loan of the HOME funds directly to the Project Owner; as such, no project proceeds will be generated.

## **VII. Affordability Period (92.252)**

- A. **Term.** The Affordability Period (period of compliance) for this Project is 20 years. The term is set at 20 years because the Project involves new construction of rental housing with HOME funds. Affordability requirements remain in force regardless of transfer of ownership and will be documented and enforced via a Land Use Restriction Agreement (LURA) on the assisted property, which will be removed at the end of the Affordability Period.
- B. **Units.** There are a total of four (4) HOME assisted housing units in this Project (multi-year funded). Four (4) units in this building will be designated as “floating” HOME units, because of the use of federal funds in this Project. Two (2) units are funded with 2016 CHDO assistance and two (2) units are funded with 2017 CHDO assistance. These four (4) units will be subject to the affordability period requirements outlined in this section of the Agreement.
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The income of each tenant must be determined initially by verifying source documentation (as prescribed in 92.203(a)(1)(i)), using the Section 8 (Part 5) method of income determination. After the first year, the Project Owner must examine source documentation every sixth year. All other annual verifications may be done through a statement and certification, in accordance with 92.203(a)(1)(ii).

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For example, rent limits for the 2016 program year (first year of the multi-year funded project) are as follows:

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**BEYOND SHELTER, INC.**

**CITY OF FARGO**

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Daniel P. Madler, Chief Executive Officer

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Timothy J. Mahoney, Mayor

**HOMEFIELD 2, LLLP**

a North Dakota limited liability limited partnership

By: Beyond Shelter, Inc.  
Its: Manager and Sole Member

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Occupancy of low income units	December 31, 2019

The Sponsor shall begin construction and expend the HOME Grant funds provided for above, by June 1, 2019.

#### IV. **Budget**

The Project Owner agrees that any cost for other items or costs for the approved items exceeding \$100,000 shall be paid by the Project Owner. The Project Owner will obtain from other sources all additional funds needed to complete the Project, fitting the property for the use outlined in this Statement of Work, in addition to the funds needed to operate the Project.

**V. Relocation Requirements**

This Project consists of new construction on vacant land. The Uniform Relocation Assistance Act, which covers all HUD-assisted programs/projects, does not apply.

**VI. Requirements for Environmental Review and Lead Based Paint Hazards**

To proceed, the Project must pass the necessary environmental review processes. Lead based paint requirements do not apply to this Project.



## EXHIBIT B

### Assurances

#### Other Applicable Federal Requirements

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- A. This contract will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
  2. Title VIII of the Civil Rights Act of 1966 (Pub. L. 90-284), as amended; and the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
  3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
  4. Section 3 of the Housing and Urban Development Act of 1968, as amended;
  5. Executive Order 11246, as amended by Executive Order 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;
  6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
  7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
  8. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
  9. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
  10. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
  11. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
  12. The Uniform Administrative requirements, set forth in 24 C.F.R. Part 570.502, and 24 C.F.R. 84, and the requirements of 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122) as they relate to the acceptance and use of Federal funds under this federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;
  13. The Clean Air Act (42 U.S.C. 7401 et. seq);
  14. HUD environmental standards (24 C.F.R. Part 51, Environmental Criteria and Standards (44 FR 40860-40866, July 12, 1979);

15. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) et. seq., and 21 U.S.C. 349), as amended;
16. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended;
17. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;
18. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974;
19. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;
20. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);
21. The lead based paint requirements of 24 C.F.R. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);
22. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;
23. Executive Order 11593, Protection and Enhancement of the cultural Environment, may 13, 1971 (36 F.R. 8921 et. seq.);
24. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);
25. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.
26. Debarment and suspension; Drug-Free Workplace. HUD and its recipients and subrecipients shall comply with the non-procurement debarment and suspension common rule implementing E.O.s 12549 and 12689, "Debarment and Suspension," at 24 CFR part 24, Subsection 84.13. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. HUD and its recipients and subrecipients shall comply with the certification requirements of the Drug-Free Workplace Act of 1988 (42 U.S.C. 701), as set forth at 24 CFR part 24, subpart F.

B. The Recipient certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# EXHIBIT C

## REQUEST FOR PAYMENT OF HOME FUNDS

TO: Fargo Planning & Development  
200 3rd Street North  
Fargo, ND 58102

RE: \_\_\_\_\_  
Project name

\_\_\_\_\_  
Project address

Amount of Funds Requested: \_\_\_\_\_

Enclosed are:

Required Payroll Reports:

Copies of Invoices:

Signed Contracts:

Final payment request:

**Lien Waivers are required upon receipt of final payment**

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Submitted by: \_\_\_\_\_

Contact #: \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_

**\*\*Deadline to submit request for funds is 4:30 p.m. on Wednesdays, with checks mailed out the following Friday\*\***

## DECLARATION OF ACCESS EASEMENT

THIS DECLARATION OF ACCESS EASEMENT (this “**Declaration**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by **BEYOND SHELTER, INC.**, a North Dakota nonprofit corporation (“**Declarant**”).

### RECITALS:

A. Declarant is the fee owner of real property located in the City of Fargo, Cass County, North Dakota, legally described as Lot 2, Block 1, Autumn Fields Second Addition (“**Benefitted Property**”) and Lot 3, Block 1, Autumn Fields Second Addition (“**Burdened Property**”).

B. In the plat of Autumn Fields Second Addition, recorded on November 17, 2015, as Document No. 1463775 (“**Plat**”), a thirty-six (36) foot wide ingress/egress easement (“**Easement**”) is dedicated for public use across the Burdened Property.

C. Declarant has entered into a Short Form of Lease with HomeField LLLP (“**Tenant**”), for the Burdened Property, which is dated September 15, 2016, recorded September 16, 2016, as Document No. 1489862 (“**Ground Lease**”), and the area burdened by the Easement is part of the premises leased to the Tenant pursuant to the terms of the Ground Lease, and pursuant to the Ground Lease, Declarant grants certain access easements (“**Driveway Easements**”) over part of the area affected by the Easement.

D. Declarant, as the fee owner of both the Burdened Property and Benefitted Property, desires to memorialize for itself, its successors and assigns, specific terms regarding the Easement and its use.

NOW, THEREFORE, Declarant hereby declares as follows:

1. **Declaration of Access Easement.** The Declarant, for the benefit of the Benefitted Property, and subject to the terms of this Declaration, grants, conveys and establishes upon, over, across and through a portion of the Easement, which portion is described on Exhibit A attached hereto (the “**Easement Area**”) a perpetual, non-exclusive easement for reasonable pedestrian and vehicular access, ingress and egress (but no parking) to and from the Benefitted Property, across the Easement Area of the Burdened Property, to and from the public streets and sidewalks abutting the Burdened Property on 28<sup>th</sup> Avenue South. Notwithstanding the foregoing, use of the Easement Area by the owner of the Benefitted Property and its agents, invitees and licensees shall not disturb

the use of the Burdened Property as a multi-family development. The owner of the Burdened Property reserves the right to alter or modify the Easement Area despite the granting of this Easement, provided that such modifications provide the Benefitted Property with access to 28<sup>th</sup> Avenue South. The Easement is subject to termination as provided elsewhere in this Declaration.

2. **Use of Easement.** The use of the Easement Area by the Benefitted Property shall be expressly limited to the purposes specified in this Declaration and no other use shall be permitted which impairs the use of such area for its intended purposes.

3. **Simultaneous Use for Water and Sanitary Sewer.** The Easement Area is subject to simultaneous use for water and sanitary sewer purposes to and from the Burdened and Benefitted Property (the “**Simultaneous Use**”), as provided in a separate easement document. Furthermore, the Easement granted herein is non-exclusive and the owner of the Burdened Property reserves the right to use the Easement Area for such purposes that do not interfere with the rights granted herein. The owner of the Burdened Property shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as the owner of the Burdened Property, in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Easements and other rights granted herein.

4. **Maintenance of Easement Area.** During the term of this Declaration, the Burdened Property owner shall be responsible for the maintenance, repair and replacement of the access road constructed within the Easement Area, including but not limited to snow removal, landscaping and pavement maintenance, in accordance with all applicable laws, ordinances and regulations, and the Benefitted Property owner and Burdened Property owner shall bear the costs thereof in the following proportions:

**Lot 2 Share – 11.70%**

**Lot 3 Share – 88.30%**

All work done by the Burdened Property owner, its successors and/or assigns, in the fulfillment of the maintenance, repair and replacement obligations listed above shall conclude with the restoration of the Easement Area to at least its condition prior to the work, and suitable for the Simultaneous Use as well as the uses allowed in this Declaration. The owner of the Burdened Property reserves the right to temporarily block or obstruct the Easement Area to perform the maintenance, repair and replacement obligations hereunder. The owner of the Benefitted Property shall reimburse the owner of the Burdened Property within ten (10) days of receipt of a written notice from the owner of the Burdened Property notifying the owner of the Benefitted Property of the amounts due under this Declaration (the “**Benefitted Property Reimbursement**”). If the Benefitted Property Reimbursement remains unpaid beyond such ten (10) day period, then in addition to all remedies available at law or in equity, the amount of the Benefitted Property Reimbursement shall accrue interest at the default rate of ten percent (10%) per annum from the due date to the date paid, and such amounts shall constitute a lien against the Benefitted Property.

5. **Term.** The term of this Declaration shall commence on the Effective Date and shall be perpetual. The Benefitted Property owner and Burdened Property owner, or their respective successors or assigns, may terminate this Declaration at any time by mutual agreement, so long as access required by the City of Fargo for the Benefitted Property is provided elsewhere.

6. **Indemnification and Insurance.** The Benefitted Property owner shall indemnify and hold the Burdened Property owner, its tenants (including Tenant) and their respective successors and assigns (collectively, the “Burdened Property Parties”) harmless from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys’ fees, arising out of or due to, the use of the Easement Areas by the Benefitted Property Parties, except to the extent that such damage or loss is caused by, or the result of, the negligence or willful misconduct of the Benefitted Property owner, its employees, agents or contractors. The Burdened Property owner shall indemnify and hold the Benefitted Property owner and its successors and assigns harmless from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys’ fees, arising out of or due to the use of the Easement Areas by the Burdened Property parties, except to the extent that such damage or loss is caused by, or the result of, the negligence or willful misconduct of the Burdened Property owner, its employees, agents or contractors. The owner of the Benefitted Property further agrees that the owner of the Benefitted Property will, at all times during the duration of this Declaration maintain and pay for comprehensive general liability insurance affording protection to the Burdened Property Parties, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Section 6 for a combined bodily injury and property damage limit of liability not less than not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the owner of the Benefitted Property which may cover other property in addition to the property covered by this Declaration. Such insurance shall not be canceled without ten (10) days’ prior written notice to the Burdened Property Parties. The owner of the Burdened Property further agrees that the owner of the Burdened Property will, at all times during the duration of this Declaration maintain and pay for comprehensive general liability insurance affording protection to the owner of the Benefitted Property, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Section 6 for a combined bodily injury and property damage limit of liability not less than not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the owner of the Burdened Property which may cover other property in addition to the property covered by this Declaration. Such insurance shall not be canceled without ten (10) days’ prior written notice to the owner of the Benefitted Property.

7. **No Waiver.** No waiver of any of the covenants, agreements or representations contained in this Declaration or any breach thereof shall be taken to constitute a waiver of any other or subsequent breach of such covenants, agreements or representations or to justify or authorize the non-observance at any other time of the same or of any other covenants, agreement or representations.

8. **Covenants to Run with Land.** The easements, restrictions and reservations set forth herein shall run with the property burdened and shall be binding on all parties having any right, title or interest in the same, their heirs, successors and assigns.

9. **Severability.** If any clause, provision or portion of this Declaration is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Declaration shall remain unaffected but the illegal, invalid or unenforceable provision shall be

modified in such a way that effectuates the intention of this Declaration but complies with all applicable laws.

10. **Amendment or Modification.** This Declaration and any of the rights, licenses and easements created hereby may not be modified or terminated except by a written instrument executed by the Benefitted Property owner and the Burdened Property owner and the Tenant, or their respective successors and assigns.

11. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Merger Not Intended.** Common ownership of the Benefitted Property and Burdened Property, or any portions thereof, shall not cause this Declaration to be extinguished by operation of merger.

13. **Miscellaneous.** The Declarant represents that it has the full authority necessary to enter into this Declaration and comply with the terms and conditions hereof. The terms of this Declaration shall be binding upon the parties hereto, their heirs, successors, representatives and permitted assigns. The parties hereto hereby submit to the exclusive jurisdiction of the federal and state courts located in Cass County, North Dakota, in connection with any matters arising out of this Declaration and hereby waive any objection to the propriety or convenience of venue in such courts.

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**EXHIBIT A  
EASEMENT AREA**

The Southerly 185.08 feet of the Easterly 36 feet of Lot 3, Block 1, Autumn Fields Second Addition, in Cass County, North Dakota.

14711789v6

## DECLARATION OF UTILITY EASEMENT

THIS DECLARATION OF UTILITY EASEMENT (this “**Declaration**”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”), by **BEYOND SHELTER, INC.**, a North Dakota nonprofit corporation (“**Declarant**”).

### RECITALS:

A. Declarant is the fee owner of two adjacent parcels of real property located in the City of Fargo, Cass County, North Dakota, legally described as Lots 1 and 2, Block 1, Autumn Fields Second Addition (“**Benefitted Property**”) and Lot 3, Block 1, Autumn Fields Second Addition (“**Burdened Property**”).

B. In the plat of Autumn Fields Second Addition, recorded on November 17, 2015, as Document No. 1463775 (“**Plat**”), a thirty-six (36) foot wide ingress/egress easement (“**Easement**”) is dedicated for public use across a portion of the Burdened Property.

C. Declarant has entered into a Short Form of Lease with HomeField LLLP (“**Tenant**”), for the Burdened Property, which is dated September 15, 2016, recorded September 16, 2016, as Document No. 1489862 (“**Ground Lease**”), and the area burdened by the Easement is part of the premises leased to the Tenant pursuant to the terms of the Ground Lease, and pursuant to the Ground Lease, Declarant grants certain access easements (“**Driveway Easements**”) to the Tenant over part of the area affected by the Easement.

D. Declarant, as the fee owner of both the Burdened Property and Benefitted Property, desires to memorialize for itself, its successors and assigns, specific terms regarding the Easement and its use.

NOW, THEREFORE, Declarant hereby declares as follows:

1. **Declaration of Utility Easement.** The Declarant, for the benefit of the Benefitted Property, and subject to the terms of this Declaration, grants, conveys and establishes upon, over, across and through the Easement area (the “**Easement Area**”) a perpetual, non-exclusive easement for reasonable use to construct, maintain, repair and replace water and sanitary sewer utilities (the “**Utility Improvements**”) to and from the Benefitted Property, across the Easement Area of the Burdened Property, to and from the public street abutting the Burdened Property on 28<sup>th</sup> Avenue South. The owner of the Burdened Property reserves the right to alter or modify the Easement Area despite the granting of this Easement, provided that such modifications provide utility

improvements from the Benefitted Property to 28<sup>th</sup> Avenue South. The Easement is subject to termination as provided elsewhere in this Declaration.

2. **Use of Easement.** The use of the Easement Area by the Benefitted Property shall be expressly limited to the purposes specified in this Declaration and no other use shall be permitted which impairs the use of such area for its intended purposes.

3. **Simultaneous Use for Ingress and Egress.** The Easement Area is subject to simultaneous use for ingress and egress to and from the Burdened and Benefitted Property (the “**Simultaneous Use**”) as provided in a separate easement document. Furthermore, the Easement granted herein is non-exclusive and the owner of the Burdened Property reserves the right to use the Easement Area for such purposes that do not interfere with the rights granted herein. The owner of the Burdened Property shall have the right to grant such other easements, rights or privileges to such persons and/or entities and for such purposes as the owner of the Burdened Property, in its sole discretion may elect, so long as such purposes do not unreasonably endanger or interfere with the Easements and other rights granted herein.

4. **Maintenance of Utility Improvements.** During the term of this Declaration, the Burdened Property owner shall be responsible for the maintenance, repair and replacement of the Utility Improvements in the Easement Area in accordance with all applicable laws, ordinances and regulations, and shall bear the costs thereof in the following proportions:

**Lot 1 Share – 12.80%**

**Lot 2 Share - 11.70%**

**Lot 3 Share – 75.50%**

Any work done by the Burdened Property owner, its successors or assigns, in the fulfillment of the maintenance, repair and replacement obligations listed above shall conclude with the restoration of the Easement Area to at least its condition prior to the work, and suitable for the Simultaneous Use as well as the uses allowed in this Declaration. The owner of the Burdened Property reserves the right to temporarily block or obstruct the Easement Area to perform the maintenance, repair and replacement obligations hereunder. Notwithstanding the foregoing or anything to the contrary set forth herein, the owner of the Burdened Property shall have no liability to the owner of the Benefitted Property for any interruption or loss of utility services for the utilities comprising the Utility Improvements. The owner of the Benefitted Property shall reimburse the owner of the Burdened Property within ten (10) days of receipt of a written notice from the owner of the Burdened Property notifying the owner of the Benefitted Property of the amounts due under this Declaration (the “Benefitted Property Reimbursement”). If the Benefitted Property Reimbursement remains unpaid beyond such ten (10) day period, then in addition to all remedies available at law or in equity, the amount of the Benefitted Property Reimbursement shall accrue interest at the default rate of ten percent (10%) per annum from the due date to the date paid, and such amounts shall constitute a lien against the Benefitted Property.

5. **Term.** The term of this Declaration shall commence on the Effective Date and shall be perpetual. The Benefitted Property owner and Burdened Property owner, or their respective successors or assigns, may terminate this Declaration at any time by mutual agreement, so long as access required by the City of Fargo for the Benefitted Property is provided elsewhere.



6. **Indemnification.** The Benefitted Property owner shall indemnify and hold the Burdened Property owner, its tenants (including Tenant) and their respective successors and assigns (collectively, the “Burdened Property Parties”) harmless from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys’ fees, arising out of or due to, the use of the Easement Areas by the Benefitted Property Parties, except to the extent that such damage or loss is caused by, or the result of, the negligence or willful misconduct of the Benefitted Property owner, its employees, agents or contractors. The Burdened Property owner shall indemnify and hold the Benefitted Property owner and its successors and assigns harmless from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys’ fees, arising out of or due to the use of the Easement Areas by the Burdened Property parties, except to the extent that such damage or loss is caused by, or the result of, the negligence or willful misconduct of the Burdened Property owner, its employees, agents or contractors. The owner of the Benefitted Property further agrees that the owner of the Benefitted Property will, at all times during the duration of this Declaration maintain and pay for comprehensive general liability insurance affording protection to the Burdened Property Parties, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Section 6 for a combined bodily injury and property damage limit of liability not less than not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the owner of the Benefitted Property which may cover other property in addition to the property covered by this Declaration. Such insurance shall not be canceled without ten (10) days’ prior written notice to the Burdened Property Parties. The owner of the Burdened Property further agrees that the owner of the Burdened Property will, at all times during the duration of this Declaration maintain and pay for comprehensive general liability insurance affording protection to the owner of the Benefitted Property, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Section 6 for a combined bodily injury and property damage limit of liability not less than not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the owner of the Burdened Property which may cover other property in addition to the property covered by this Declaration. Such insurance shall not be canceled without ten (10) days’ prior written notice to the owner of the Benefitted Property.

7. **No Waiver.** No waiver of any of the covenants, agreements or representations contained in this Declaration or any breach thereof shall be taken to constitute a waiver of any other or subsequent breach of such covenants, agreements or representations or to justify or authorize the non-observance at any other time of the same or of any other covenants, agreement or representations.

8. **Covenants to Run with Land.** The easements, restrictions and reservations set forth herein shall run with the property burdened and shall be binding on all parties having any right, title or interest in the same, their heirs, successors and assigns.

9. **Severability.** If any clause, provision or portion of this Declaration is deemed to be illegal, invalid, or unenforceable under present or future laws, then the remainder of the Declaration shall remain unaffected but the illegal, invalid or unenforceable provision shall be

modified in such a way that effectuates the intention of this Declaration but complies with all applicable laws.

10. **Amendment or Modification.** This Declaration and any of the rights, licenses and easements created hereby may not be modified or terminated except by a written instrument executed by the Benefitted Property owner and the Burdened Property owner and the Tenant, or their respective successors and assigns.

11. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of North Dakota.

12. **Merger Not Intended.** Common ownership of the Benefitted Property and Burdened Property, or any portions thereof, shall not cause this Declaration to be extinguished by operation of merger.

13. **Miscellaneous.** The Declarant represents that it has the full authority necessary to enter into this Declaration and comply with the terms and conditions hereof. The terms of this Declaration shall be binding upon the parties hereto, their heirs, successors, representatives and permitted assigns. The parties hereto hereby submit to the exclusive jurisdiction of the federal and state courts located in Cass County, North Dakota, in connection with any matters arising out of this Declaration and hereby waive any objection to the propriety or convenience of venue in such courts.

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*(Above Space Reserved for Recording Information)*

**FIRST AMENDMENT TO SHORT FORM OF LEASE**

THIS FIRST AMENDMENT TO SHORT FORM OF LEASE, made as of the [ ] day of [ ], 2018, by and between BEYOND SHELTER, INC., a North Dakota nonprofit corporation, having an address at 3320 Westrac Dr. S., Suite G, P.O. Box 310, Fargo, North Dakota 58107 (together with its successors and assigns, "Landlord"), and HOMEFIELD LLLP, a North Dakota limited liability limited partnership having an address at 3320 Westrac Dr. S., Suite G, P.O. Box 310, Fargo, North Dakota 58107 (together with its permitted successors and assigns, "Tenant").

**W I T N E S S E T H:**

- A. Landlord and Tenant are parties to that certain Ground Lease dated as of July 20, 2016, as amended by that certain First Amendment thereto dated as of September 15, 2016, as further amended by that certain Second Amendment thereto dated as of [ ] (collectively, the "Ground Lease"), and is evidenced by that certain Short Form of Lease which was dated September 15, 2016 and recorded on September 16, 2016 as Document No. 1489862 ("Short Form Lease"), whereby Landlord has agreed to lease to Tenant, and Tenant agreed to lease from Landlord, that certain parcel of land legally described on Exhibit A pursuant to the terms, provisions, covenants and conditions set forth therein.
- B. Landlord and Tenant have amended the terms of the Ground Lease to provide for an additional easement and therefore desire to amend the Short Form Lease as follows:
  - 1. Section 3 of the Short Form Lease is hereby deleted in its entirety and replaced with the following:

"The Site may be developed, operated and leased as three separate multifamily housing projects which shall include, driveways and sidewalks (the "Access Improvements"), as shown on the site plan attached hereto as Exhibit C (the "Site Plan"), as well as water and sanitary sewer utilities (the "Utility Improvements"). The Access Improvements shall be open for the mutual, reciprocal and non-exclusive ingress and egress by vehicular and pedestrian traffic (the "Access Easements") for all owners, licensees, customers agents, tenants, subtenants, contractors,



employees, suppliers and invitees of the Site or any portion thereof (the "Permitted Users"), and Landlord does hereby declare and grant the Access Easements over, across and upon the Access Improvements for the benefit of the Land, the Tenant, the Adjacent Property and their respective Permitted Users. The Landlord further declares and grants over, under, across and upon the easterly portion of the Access Easement, as shown on Exhibit D attached hereto, a non-exclusive easement for reasonable use to construct, maintain, repair and replace the Utility Improvements for the benefit of the Land, the Tenant, and the Adjacent Property (the "Utility Easement")."

2. Effect on Short Form Lease. Except as otherwise expressly amended hereby, the Short Form Lease shall remain in full force and effect in accordance with its terms.

*[Signatures on following page]*

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

**LANDLORD:**

BEYOND SHELTER, INC.,  
a North Dakota nonprofit corporation

By: \_\_\_\_\_  
Daniel P. Madler  
Chief Executive Officer

**TENANT:**

HOMEFIELD LLLP  
a North Dakota limited liability company

By: HomeField, LLC  
Its: General Partner

By: Beyond Shelter, Inc.  
Its: Manager

By: \_\_\_\_\_  
Daniel P. Madler  
Its: Chief Executive Officer

*[Signature Page Short Form Lease]*

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

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel P. Madler, the Chief Executive Officer of Beyond Shelter, Inc., a North Dakota nonprofit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel P. Madler, the Chief Executive Officer of Beyond Shelter, Inc., a North Dakota nonprofit corporation, the sole member of HomeField, LLC, a North Dakota limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation for itself and on behalf of HomeField, LLC, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY AND  
WHEN RECORDED RETURNED TO:  
Winthrop & Weinstine, P.A. (RPS)  
225 S. Sixth Street, Suite 3500  
Minneapolis, MN 55402  
(612) 604-6400

**EXHIBIT A TO SHORT FORM LEASE**

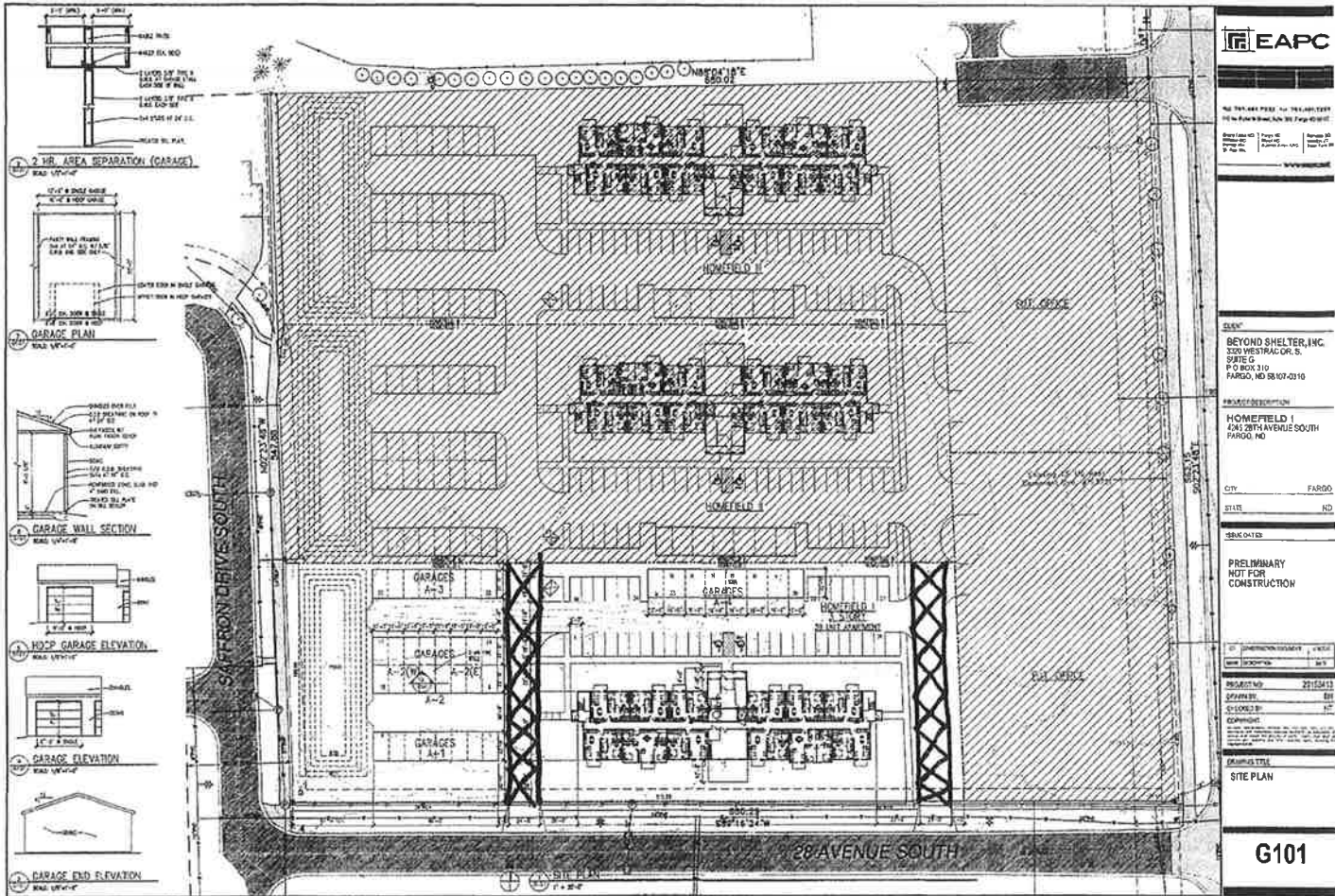
**PARCEL A**

The South 185.00 feet of Lot 3, Block 1, AUTUMN FIELDS SECOND ADDITION according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota, as measured at a right angle to the south line of said Lot 3.

Containing 95,316 square feet, more or less and is subject to easements of record.

**EXHIBIT C TO SHORT FORM LEASE**

Access Easement



**EAPC**

BEYOND SHELTER, INC.  
330 WESTRACOR, S.  
SUITE G  
FARGO, ND 58103-0310

**HOMEFIELD I**  
2815 AVENUE SOUTH  
FARGO, ND

CITY: FARGO  
STATE: ND

**PRELIMINARY NOT FOR CONSTRUCTION**

**G101**



**SECOND AMENDMENT TO GROUND LEASE**

**THIS SECOND AMENDMENT TO GROUND LEASE** (this “Agreement”) is made and entered into effective as of this \_\_\_ day of \_\_\_\_\_, 2018 by and between **BEYOND SHELTER, INC.**, a North Dakota nonprofit corporation (the “Landlord”) and **HOMEFIELD LLLP**, a North Dakota limited liability limited partnership (“Tenant”).

**RECITALS**

**WHEREAS**, Landlord and Tenant entered into a certain Ground Lease dated as of July 20, 2016, as amended by that certain First Amendment thereto dated September 15, 2016 (collectively, the “Ground Lease”), pursuant to which Landlord leased to Tenant certain real property legally described on **Exhibit A** attached hereto and made a part hereof, upon which Tenant constructed a 39-unit senior apartment project located at 4245 28<sup>th</sup> Avenue South, Fargo, North Dakota, commonly known as HomeField Apartments (the “Leased Premises”); and

Landlord and Tenant have agreed to amend the terms of the Ground Lease on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Use.** Section 7(b) of the Ground Lease is hereby deleted in its entirety and replaced with the following:

“The Site may be developed, operated and leased as three separate multifamily housing projects which shall include, driveways and sidewalks (the “Access Improvements”), as well as water and sanitary sewer utilities (the “Utility Improvements”), each as shown on the site plan attached hereto as Exhibit E (the “Site Plan”). The Access Improvements shall be open for the mutual, reciprocal and non-exclusive ingress and egress by vehicular and pedestrian traffic (the “Access Easements”) for all owners, licensees, customers agents, tenants, subtenants, contractors, employees, suppliers and invitees of the Site or any portion thereof (the “Permitted Users”), and Landlord does hereby declare and grant the Access Easements over, across and upon the Access Improvements for the benefit of the Land, the Tenant, the Adjacent Property and their respective Permitted Users. The Landlord further declares and grants over, under, across and upon the easterly portion of the Access Easement, a non-exclusive easement for reasonable use to construct, maintain, repair and replace the Utility Improvements for the benefit of the Land, the Tenant, and the Adjacent Property (the “Utility Easement”). At such time as any development work is commenced on the Adjacent Property, Tenant shall be responsible for 33.33% of the costs to maintain and repair each of the Access Improvements and Utility Improvements, and Landlord shall be responsible for 66.67% of such costs for maintenance and repair, and from and after such time as any multifamily residential units are constructed on the Adjacent Property, Landlord and Tenant shall be responsible for paying their pro rata share of such maintenance and

repair costs, based on the number of residential units constructed on the Leased Premises and the number of residential units constructed on the Adjacent Property. For example, if there are 39 residential units on the Leased Premises and 78 residential units on the Adjacent Property, then Tenant shall pay 33.33% of such costs, and Landlord shall pay 66.67% of such costs. Each of Landlord and Tenant shall hold harmless and indemnify the other party, its agents, and their respective employees, successors and assigns, from and against all loss, costs, damage, actions, suits, judgments and expense, including reasonable attorneys' fees, arising out of or due to, the use by such party of the Access Improvements or Utility Improvements, except to the extent due to or a result of the negligence or willful misconduct of either party. Landlord shall (or shall cause a tenant on the Adjacent Property to) maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Access Improvements on the Adjacent Property, and Tenant shall maintain comprehensive general liability insurance against claims for bodily injury, death and property damage occurring in or upon the Access Improvements or Utility Improvements located on the Leased Premises, including contractual liability coverage for claims made pursuant to the indemnity provisions of this Section 7(b), in such amounts as may be carried from time to time by prudent owners of similar properties in the Fargo area, but in all events to afford protection for limits of not less than \$1,000,000.00 combined single limit for bodily injury or property damage and \$2,000,000 in the aggregate. Landlord and Tenant shall each name each other as an additional insured under all such policies. Notwithstanding anything contained in this Section 7(b), Tenant shall be solely responsible for all costs and expenses related to any easements solely benefiting the Leased Premises, and the construction, ownership, leasing, operation, maintenance, repair, rebuilding, use, occupation of, or conveyance of any or all of the Leased Premises as provided in Section 3(e) hereunder."

3. **Effect on Lease.** Except as otherwise expressly amended hereby, the Ground Lease shall remain in full force and effect in accordance with its terms.



**IN WITNESS WHEREOF**, the parties hereto have caused this Second Amendment to Ground Lease to be executed effective as of this \_\_\_ day of \_\_\_\_\_, 2018.

**HOMEFIELD LLLP**,  
a North Dakota limited liability limited  
partnership

By: HomeField, LLC  
Its: General Partner

By: Beyond Shelter, Inc.  
Its: Manager

By: \_\_\_\_\_  
Daniel P. Madler  
Chief Executive Officer

**BEYOND SHELTER, INC.**

By: \_\_\_\_\_  
Daniel P. Madler  
Chief Executive Officer

**Consent to Second Amendment to Ground Lease**

Pursuant to Section 14(a) of the Ground Lease, City of Fargo, North Dakota, a public body corporate and politic ("City), as beneficiary under that certain Notice of Lien Agreement Not to Sell or Encumber Real Property by and between the City and Tenant, does hereby consent to this Agreement.

CITY OF FARGO, NORTH DAKOTA,  
a public body corporate and politic

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

ATTEST:

\_\_\_\_\_  
Jill Pagel, Deputy City Auditor

STATE OF North Dakota            )  
  ) SS  
COUNTY OF Cass                    )

On this \_\_\_ day of \_\_\_\_\_, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and JILL PAGEL, to me known to be the Mayor and Deputy City Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a public body corporate and politic, to me known to be such officers of said public body and duly authorized in the premises, and who acknowledged that they executed the within and foregoing instrument at the direction of, and acknowledged to me that said public body executed the same.

(SEAL)

\_\_\_\_\_  
Notary Public, Cass County, North Dakota





**EXHIBIT A**

**Legal Description Leased Premises**

Ground Lease

That certain Ground Lease dated as of July 20, 2016, as amended by that certain First Amendment thereto dated as of September 15, 2016, as further amended by that certain Second Amendment thereto dated as of \_\_\_\_\_, 2018 (collectively, the "Ground Lease"), by and between Beyond Shelter, Inc., a North Dakota nonprofit corporation ("Landlord"), and HomeField LLLP, a North Dakota limited liability limited partnership ("Tenant"), a Short Form of Lease which was recorded on September 16, 2016 at 4:24 PM. m. as document 1489862, demising the Land, as amended by that certain First Amendment to Short Form Lease which was recorded on \_\_\_\_\_ at \_\_\_\_\_ as document \_\_\_\_\_.

The Land

PARCEL A

The South 185.00 feet of Lot 3, Block 1, AUTUMN FIELDS SECOND ADDITION according to the plat thereof, on file and of record in the Office of the County Recorder, Cass County, North Dakota, as measured at a right angle to the south line of said Lot 3.

Containing 95,316 square feet, more or less and is subject to easements of record.

16



**IMAGE  
Group**  
Architecture  
& Interiors

January 12, 2018

Richard  
Moorhead  
AIA, NCARB

City of Fargo  
Police Department  
222 4th Street North  
Fargo, North Dakota 58102  
Attention: Deputy Chief Anderson

RE: City of Fargo  
BSE Police Department Remodeling  
Fargo, North Dakota Image 1703

Marcia  
Pulczynski  
AIA, NCARB,  
LEED AP

Dear Deputy Chief Anderson;

Enclosed please find three (3) copies of AIA Document G704 Certificate of Substantial Completion for the City of Fargo BSE Police Department Remodeling project; along with one (1) file copy each of AIA-G706 Contractor's Affidavit of Payment of Debts and Claims; G706A Contractor's Affidavit of Release of Liens, and AIA-G707 Consent of Surety to Final Payment for each of the Contractors.

225 Fourth  
Avenue North  
Suite 3  
Fargo  
North Dakota  
58102

Please obtain appropriate signatures for each of the G704 Certificates of Substantial Completion and return Architect and Contractor copies to IMAGE Group office.

Sincerely,

IMAGE GROUP, INC.

403 Center  
Avenue  
Suite 300  
Moorhead  
Minnesota  
56560

A handwritten signature in black ink, appearing to read "Richard A. Moorhead".

Richard A. Moorhead, NCARB, AIA

IG: jrg

Enc.

Telephone  
218.233.2062

Facsimile  
218.233.2575

# AIA Document G704™ – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703	OWNER <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Mechanical Construction	ARCHITECT <input type="checkbox"/>
	<b>CONTRACT DATE:</b> May 19, 2017	CONTRACTOR <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Peterson Mechanical, Inc. 3001 First Avenue North Fargo, ND 58102	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
Mechanical Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc. *[Signature]* November 9, 2017  
ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Peterson Mechanical, Inc. *[Signature]* 11-13-2017  
CONTRACTOR BY Darold D. Peterson DATE  
President

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo  
OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



**AIA**<sup>®</sup>

# Document G704<sup>™</sup> – 2000 Instructions

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704<sup>™</sup> was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

**Related Documents.** This document was prepared for use under the terms of AIA Document A201<sup>™</sup>, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Documents A107<sup>™</sup> and A105<sup>™</sup>.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### **COMPLETING G704–2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.



# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703	OWNER <input type="checkbox"/>
	<b>CONTRACT FOR:</b> Mechanical Construction	ARCHITECT <input type="checkbox"/>
	<b>CONTRACT DATE:</b> May 19, 2017	CONTRACTOR <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Peterson Mechanical, Inc. 3001 First Avenue North Fargo, ND 58102	FIELD <input type="checkbox"/>
		OTHER <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
Mechanical Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc. *Ben Man* November 9, 2017  
ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Peterson Mechanical, Inc. *Arnold Peterson* 11-13-2017  
CONTRACTOR BY Darold D. Peterson DATE  
President

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo \_\_\_\_\_ BY \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



**AIA**<sup>®</sup>

# Document G704<sup>™</sup> – 2000 Instructions

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

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### **COMPLETING G704–2000**

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Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.



# **AIA Document G704™ – 2000 Instructions**

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704™ was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

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### **COMPLETING G704-2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.



# Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)* **ARCHITECT'S PROJECT NUMBER:** 1703 **OWNER**   
 City of Fargo **CONTRACT FOR:** Mechanical Construction **ARCHITECT**   
 BSE Police Department Remodeling Fargo, ND **CONTRACTOR**   
**TO OWNER:** *(Name and address)* **CONTRACT DATED:** May 19, 2017 **SURETY**   
 City of Fargo **OTHER**   
 200 North 3rd Street  
 Fargo, ND 58102

**STATE OF:** North Dakota

**COUNTY OF:** Cass

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment:  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

**CONTRACTOR:** *(Name and address)*

Peterson Mechanical, Inc.  
3001 First Avenue North  
Fargo, ND 58102

BY:

*(Signature of authorized representative)*

**Darold D. Peterson, President**

*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires: May 15, 2018

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

DEBBIE CARRIVEAU  
 Notary Public  
 State of North Dakota  
 Commission Expires May 15, 2018



# Document G706™ – 1994 Instructions

## ***Contractor's Affidavit of Payment of Debts and Claims***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

**Related Documents.** This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

### **CHANGES FROM THE PREVIOUS EDITION**

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

### **COMPLETING G706**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as General Construction or Mechanical Work.

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING THE DOCUMENT**

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)*      **ARCHITECT'S PROJECT NUMBER:** 1703      **OWNER**   
 City of Fargo  
 BSE Police Department Remodeling  
 Fargo, ND

**CONTRACT FOR:** Mechanical Construction      **ARCHITECT**   
**CONTRACTOR**

**TO OWNER:** *(Name and address)*      **CONTRACT DATED:** May 19, 2017      **SURETY**   
 City of Fargo  
 200 North 3rd Street  
 Fargo, ND 58102      **OTHER**

**STATE OF:** North Dakota  
**COUNTY OF:** Cass

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:** NONE

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

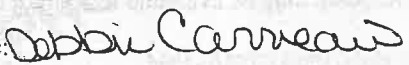
**CONTRACTOR:** *(Name and address)*

Peterson Mechanical, Inc.  
 3001 First Avenue North  
 Fargo, ND 58102

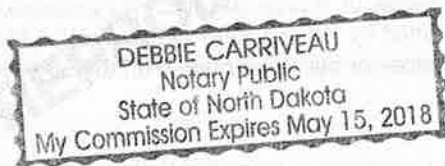
BY:   
*(Signature of authorized representative)*

Darold D. Peterson, President  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public: 

My Commission Expires: May 15, 2018



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994 Instructions

## ***Contractor's Affidavit of Release of Liens***

### **GENERAL INFORMATION**

**Purpose.** This document is intended for use as companion to AIA Document G706<sup>™</sup>, Contractor's Affidavit of Payment of Debts and Claims.

**Related Documents.** This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

**Use of Current Documents.** Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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### **CHANGES FROM THE PREVIOUS EDITION**

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

### **COMPLETING G706A-1994**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING G706A-1994**

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.



**CONSENT OF SURETY  
TO FINAL PAYMENT**

*AIA Document G707*

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond No. 190034764

**TO OWNER:**  
*(Name and address)*

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

**PROJECT:**  
*(Name and address)*

City of Fargo BSE Police Department Remodeling, Fargo, North Dakota

ARCHITECT'S PROJECT NO.: 1703

CONTRACT FOR: Mechanical Construction

CONTRACT DATED: May 19, 2017

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Peterson Mechanical Inc.  
3001 1st Avenue N  
Fargo, ND 58102

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to  
*(Insert name and address of Owner)*

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

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 13, 2017  
*(Insert in writing the month followed by the numeric date and year.)*

Attest:  
(Seal):

Gail Hayes



Liberty Mutual Insurance Company

*(Surety)*

By:

*(Signature of authorized representative)*

Martin E. Fisher

Attorney-in-Fact

*(Printed name and title)*

Surety Phone No. 701.526.2809

**ACKNOWLEDGMENT OF PRINCIPAL**

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ known to me to be \_\_\_\_\_ of the Principal described in the within instrument and who executed the same and acknowledged to me that he/she executed the same for and on behalf of said Principal.

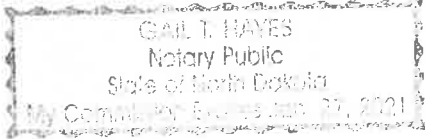
(SEAL) \_\_\_\_\_

**ACKNOWLEDGMENT OF SURETY**

STATE OF \_\_\_\_\_ North Dakota \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ Cass \_\_\_\_\_ )

On this \_\_\_\_\_ 13th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 20<sup>17</sup>, before me personally came \_\_\_\_\_ Martin E. Fisher \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say the he/she resides in \_\_\_\_\_ Fargo, ND \_\_\_\_\_ that he/she is the Attorney-in-Fact of \_\_\_\_\_ Liberty Mutual Insurance Company \_\_\_\_\_, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and the he/she signed his/her name thereto by like order.

(SEAL) \_\_\_\_\_  
*Gail T. Hayes*



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees. To confirm the validity of this Power of Attorney call 610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Martin E. Fisher of the city of Fargo, state of ND its true and lawful attorney-in-fact, with full power and authority hereby conferred to sign, execute and acknowledge the following surety bond:

Principal Name: Peterson Mechanical Inc.  
Obligee Name: City of Fargo  
Surety Bond Number: 190034764 Bond Amount: See Bond Form

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6<sup>th</sup> day of March, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6<sup>th</sup> day of March, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 13th day of November, 2017.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703  <b>CONTRACT FOR:</b> General Construction  <b>CONTRACT DATE:</b> May 19, 2017	OWNER <input type="checkbox"/>  ARCHITECT <input type="checkbox"/>  CONTRACTOR <input type="checkbox"/>  FIELD <input type="checkbox"/>  OTHER <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Meinecke-Johnson Company PO Box 2643 Fargo, ND 58108	

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
 General Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc.  November 9, 2017  
 ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Meinecke-Johnson Company  December 19, 2017  
 CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo \_\_\_\_\_ DATE  
 OWNER BY

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000 Instructions

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704<sup>™</sup> was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

**Related Documents.** This document was prepared for use under the terms of AIA Document A201<sup>™</sup>, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Documents A107<sup>™</sup> and A105<sup>™</sup>.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### **COMPLETING G704-2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.


**AIA Document G704™ – 2000**
**Certificate of Substantial Completion**
**PROJECT: (Name and address)**

 City of Fargo  
 BSE Police Department Remodeling  
 Fargo, ND

**PROJECT NUMBER:** 1703

 OWNER 
**CONTRACT FOR:** General Construction

 ARCHITECT 
**CONTRACT DATE:** May 19, 2017

 CONTRACTOR 
**TO OWNER: (Name and address)**

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

**TO CONTRACTOR: (Name and address)**

 Meinecke-Johnson Company  
 PO Box 2643  
 Fargo, ND 58108

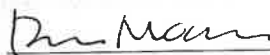
 FIELD 

 OTHER 
**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
 General Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc.

ARCHITECT

  
 BY

November 9, 2017

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within  
 ( ) days from the above date of Substantial Completion.

Meinecke-Johnson Company

CONTRACTOR

  
 BY

December 19, 2017

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at  
 (time) on (date).

City of Fargo

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

# **AIA Document G704™ – 2000 Instructions**

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

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### **COMPLETING G704–2000**

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Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.


**AIA Document G704™ – 2000**
**Certificate of Substantial Completion**

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703	<b>OWNER</b> <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b> May 19, 2017	<b>CONTRACTOR</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> Meinecke-Johnson Company PO Box 2643 Fargo, ND 58108	<b>FIELD</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
General Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc.

ARCHITECT

  
BY

November 9, 2017

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

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The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Meinecke-Johnson Company

CONTRACTOR

  
BY

December 19, 2017

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



# **AIA Document G704™ – 2000 Instructions**

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

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### **COMPLETING G704-2000**

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Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)* **ARCHITECT'S PROJECT NUMBER:** 1703 **OWNER**   
 City of Fargo  
 BSE Police Department Remodeling  
 Fargo, ND **CONTRACT FOR:** General Construction **ARCHITECT**   
**TO OWNER:** *(Name and address)* **CONTRACT DATED:** May 19, 2017 **CONTRACTOR**   
 City of Fargo **SURETY**   
 200 North 3rd Street **OTHER**   
 Fargo, ND 58102

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707<sup>™</sup>, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment:  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A<sup>™</sup>)

**CONTRACTOR:** *(Name and address)*

Meinecke-Johnson Company  
PO Box 2643  
Fargo, ND 58108


BY:

  
*(Signature of authorized representative)*

Roger D. Olson, Sr. Vice President

*(Printed name and title)*

Subscribed and sworn to before me on this date: Dec. 19, 2011

Notary Public: 

My Commission Expires:

**CONNIE JOHNSON**  
Notary Public  
State of North Dakota  
My Commission Expires Aug. 30, 2022

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



**AIA**<sup>®</sup>

# Document G706™ – 1994 Instructions

## ***Contractor's Affidavit of Payment of Debts and Claims***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

**Related Documents.** This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

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### **COMPLETING G706**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as General Construction or Mechanical Work.

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING THE DOCUMENT**

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>ARCHITECT'S PROJECT NUMBER:</b> 1703	OWNER <input type="checkbox"/>
	<b>CONTRACT FOR:</b> General Construction	ARCHITECT <input type="checkbox"/>
		CONTRACTOR <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>CONTRACT DATED:</b> May 19, 2017	SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

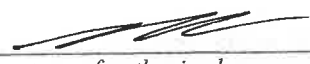
SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

Meinecke-Johnson Company  
PO Box 2643  
Fargo, ND 58108


BY:

  
*(Signature of authorized representative)*

Roger D. Olson, Sr. Vice President  
*(Printed name and title)*

Subscribed and sworn to before me on this date: Dec. 19, 2017

Notary Public: 

My Commission Expires: 

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original copy of the changes will not be obscured.

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994 Instructions

## **Contractor's Affidavit of Release of Liens**

### **GENERAL INFORMATION**

**Purpose.** This document is intended for use as companion to AIA Document G706<sup>™</sup>, Contractor's Affidavit of Payment of Debts and Claims.

**Related Documents.** This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

**Use of Current Documents.** Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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### **CHANGES FROM THE PREVIOUS EDITION**

A cross reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

### **COMPLETING G706A-1994**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING G706A-1994**

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

**Page 1 of 2**  
**CONSENT OF SURETY  
TO FINAL PAYMENT**  
G707

OWNER \_\_\_\_\_  
ARCHITECT \_\_\_\_\_  
CONTRACTOR \_\_\_\_\_  
SURETY \_\_\_\_\_  
OTHER \_\_\_\_\_

AIA DOCUMENT

(Instructions on reverse side)

**Bond No. 106725986**

TO (OWNER)  
(Name and address)

ARCHITECT'S PROJECT NO:

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

PROJECT:  
(Name and address) **City of Fargo - BSE Police Department Remodeling**  
**Fargo, ND**

**CONTRACT AMOUNT: \$522,700.00**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety )

**Travelers Casualty and Surety Company of America**  
**ONE TOWER SQUARE**  
**HARTFORD, CT 06183**

SURETY,

on bond of  
(here insert name and address of Contractor)

**Meinecke-Johnson Company**  
**PO Box 2643**

CONTRACTOR,

**Fargo, ND 58108**  
hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of  
any of its obligations to  
(here insert name and address of Owner)

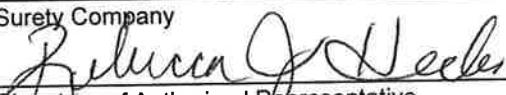
**City of Fargo**  
**200 3rd Street North**  
**Fargo, ND 58102**

OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this 12th day of December, 2017 (Insert  
in writing the month following by the numeric date and year)

Attest:  
Seal

**Travelers Casualty and Surety Company of America**  
Surety Company  
  
Signature of Authorized Representative  
Title  
**Rebecca J. Hecker**, Attorney-in-Fact



POWER OF ATTORNEY

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In-Fact No. 232600

Surety Bond No. or Project Description: Principal: **Melnecke-Johnson Company**  
106725986 Obligee: **City of Fargo**  
BSE Police Department - General Construction

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Rebecca J. Hecker, Wayne L. Lauwers, Daniel Armbrust, Thomas C. Dawson, and Bridget Helm** of the City of **Fargo** State of **North Dakota**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **7th** day of **September, 2017**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



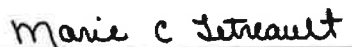
State of Connecticut  
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **7th** day of **September, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.  
My Commission expires the **30th** day of **June, 2021**.



  
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 12th day of December, 2017



Kevin E. Hughes, Assistant Secretary



*To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.*





# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000 Instructions

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704<sup>™</sup> was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

**Related Documents.** This document was prepared for use under the terms of AIA Document A201<sup>™</sup>, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Documents A107<sup>™</sup> and A105<sup>™</sup>.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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The AIA hereby grants the purchaser a limited license to reproduce a maximum of ten copies of a completed G704, but only for use in connection with a particular project. The AIA will not permit reproduction outside of the limited license for reproduction granted above, except upon written request and receipt of written permission from the AIA.

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### **COMPLETING G704-2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703	<b>OWNER</b> <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>CONTRACT FOR:</b> Electrical Construction	<b>ARCHITECT</b> <input type="checkbox"/>
	<b>CONTRACT DATE:</b> May 19, 2017	<b>CONTRACTOR</b> <input type="checkbox"/>
	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> CB & Sons Electric, Inc. 1020 Center Ave. Moorhead, MN 56560	<b>FIELD</b> <input type="checkbox"/>
		<b>OTHER</b> <input type="checkbox"/>

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
Electrical Construction

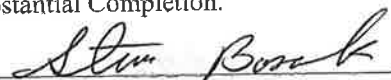
The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc.  November 9, 2017  
ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CB & Sons Electric, Inc.  11-14-2017  
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo \_\_\_\_\_  
OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000 Instructions

## **Certificate of Substantial Completion**

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704<sup>™</sup> was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

**Related Documents.** This document was prepared for use under the terms of AIA Document A201<sup>™</sup>, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Documents A107<sup>™</sup> and A105<sup>™</sup>.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult [www.aia.org](http://www.aia.org) or a local AIA component to verify the most recent edition.

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### **COMPLETING G704-2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

# AIA® Document G704™ – 2000

## Certificate of Substantial Completion

<b>PROJECT:</b> <i>(Name and address)</i> City of Fargo BSE Police Department Remodeling Fargo, ND	<b>PROJECT NUMBER:</b> 1703	<input type="checkbox"/> OWNER
	<b>CONTRACT FOR:</b> Electrical Construction	<input type="checkbox"/> ARCHITECT
	<b>CONTRACT DATE:</b> May 19, 2017	<input type="checkbox"/> CONTRACTOR
<b>TO OWNER:</b> <i>(Name and address)</i> City of Fargo 200 North 3rd Street Fargo, ND 58102	<b>TO CONTRACTOR:</b> <i>(Name and address)</i> CB & Sons Electric, Inc. 1020 Center Ave. Moorhead, MN 56560	<input type="checkbox"/> FIELD <input type="checkbox"/> OTHER

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**  
Electrical Construction

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Image Group, Inc. *Pat McNamee* November 9, 2017  
ARCHITECT BY DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: \$ \_\_\_\_\_

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

CB & Sons Electric, Inc. *Stev Bunk* 11-14-2017  
CONTRACTOR BY DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (time) on (date).

City of Fargo \_\_\_\_\_  
OWNER BY DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

# **AIA Document G704™ – 2000 Instructions**

## ***Certificate of Substantial Completion***

### **GENERAL INFORMATION**

**Purpose.** AIA Document G704™ was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

**Related Documents.** This document was prepared for use under the terms of AIA Document A201™, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Documents A107™ and A105™.

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### **COMPLETING G704–2000**

After the words "Project or Designated Portion shall include," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed:

- 1) Provide a list of items that are to be completed or corrected.
- 2) Determine dates for completion of the Work.
- 3) Establish an amount to be withheld to complete the Work.

### **EXECUTING THE DOCUMENT**

AIA Document G704 should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

City of Fargo  
BSE Police Department Remodeling  
Fargo, ND

ARCHITECT'S PROJECT NUMBER: 1703

CONTRACT FOR: Electrical Construction

OWNER

ARCHITECT

CONTRACTOR

TO OWNER: (Name and address)

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

CONTRACT DATED: May 19, 2017

SURETY

OTHER

STATE OF:

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

### SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707™, Consent of Surety to Final Payment, may be used for this purpose.

Indicate attachment:  Yes  No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof
3. Contractor's Affidavit of Release of Liens (AIA Document G706A™)

CONTRACTOR: (Name and address)

CB & Sons Electric, Inc.  
1020 Center Ave.  
Moorhead, MN 56560

BY:

(Signature of authorized representative)

Steve Bosak president  
(Printed name and title)

Subscribed and sworn to before me on this date: 1/14/17

Sheila Marie Leier  
Notary Public

My Commission Expires



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# **AIA** Document G706™ – 1994 Instructions

## **Contractor's Affidavit of Payment of Debts and Claims**

### **GENERAL INFORMATION**

**Purpose.** AIA Document G706™ is intended for use when the Contractor is required to provide a sworn statement verifying that debts and claims have been settled, except for those listed by the Contractor under “EXCEPTIONS” in the document. AIA Document G706 is typically executed as a condition of final payment.

**Related Documents.** This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as AIA Document A201™ and its related family of documents. G706 also requires the attachment of several supporting documents, including AIA Documents G706A™, Contractor's Affidavit of Release of Liens, and G707™, Consent of Surety to Reduction in or Release of Retainage.

**Use of Current Documents.** Prior to using any AIA Contract Document, users should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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### **CHANGES FROM THE PREVIOUS EDITION**

A cross-reference to AIA Document A201 has been deleted to permit the use of G706 with other families of AIA documents, including Construction Management, Interiors and Design-Build.

### **COMPLETING G706**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as General Construction or Mechanical Work.

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as “None.” It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA documents listed as attachments to the G706 form should be of the same (current) edition date as G706. The AIA does not publish a “Release or Waiver of Liens” for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING THE DOCUMENT**

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on AIA Document G706, and should duly sign and seal this document containing the Contractor's signature. G706 should be signed by the Contractor or the Contractor's authorized representative.



# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994

## Contractor's Affidavit of Release of Liens

**PROJECT:** *(Name and address)* **ARCHITECT'S PROJECT NUMBER:** 1703 **OWNER**   
 City of Fargo  
 BSE Police Department Remodeling  
 Fargo, ND

**CONTRACT FOR:** Electrical Construction **ARCHITECT**   
**CONTRACTOR**

**TO OWNER:** *(Name and address)* **CONTRACT DATED:** May 19, 2017 **SURETY**   
 City of Fargo  
 200 North 3rd Street  
 Fargo, ND 58102 **OTHER**

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

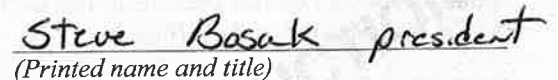
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*

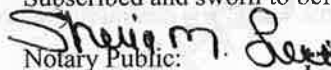
CB & Sons Electric, Inc.  
1020 Center Ave.  
Moorhead, MN 56560

**BY:**

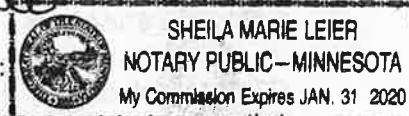
  
*(Signature of authorized representative)*

  
*(Printed name and title)*

Subscribed and sworn to before me on this date: 11.14.17

  
Notary Public:

My Commission Expires:



**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# AIA<sup>®</sup> Document G706A<sup>™</sup> – 1994 Instructions

## **Contractor's Affidavit of Release of Liens**

### **GENERAL INFORMATION**

**Purpose.** This document is intended for use as companion to AIA Document G706<sup>™</sup>, Contractor's Affidavit of Payment of Debts and Claims.

**Related Documents.** This document may be used with most of AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

**Use of Current Documents.** Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA documents list to determine the current edition of each document.

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### **CHANGES FROM THE PREVIOUS EDITION**

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### **COMPLETING G706A-1994**

**General.** The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

**Architect's Project No.** This information is typically supplied by the Architect and entered on the form by the Contractor.

**Contract For.** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work."

**Affidavit.** Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None." It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

**Supporting Documents.** The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

### **EXECUTING G706A-1994**

The Notary Public should administer a sworn oath to the Contractor in reference to the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.



# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

PROJECT: *(Name and address)*

City of Fargo  
BSE Police Department  
Fargo, ND

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: City of Fargo BSE  
Police Department Remodeling  
Fargo, ND

OWNER:

ARCHITECT:

CONTRACTOR:

SURETY:

OTHER:

TO OWNER: *(Name and address)*

City of Fargo Police Department  
City Auditors Office  
200 N 3rd St City Hall  
Fargo, ND 58102

CONTRACT DATED: May 19, 2017

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

*(Insert name and address of Surety)*

Federated Mutual Insurance Company  
PO Box 328 Owatonna, MN 55060

, SURETY,

on bond of

*(Insert name and address of Contractor)*

CB & Sons Electric Inc  
1020 Center Ave Moorhead, MN 56560-2019  
Bond # 6044842

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

City of Fargo Police Department  
City Auditors Office 200 N 3rd St City Hall Fargo, ND 58102

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: November 2, 2017  
*(Insert in writing the month followed by the numeric date and year.)*

Federated Mutual Insurance Company  
*(Surety)*

*(Signature of authorized representative)*

Attest:  
(Seal):

Shelly Rohwer Attorney-In-Fact  
*(Printed name and title)*

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

SHELLY ROHWER of the City of OWATONNA State of MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

ONE HUNDRED THOUSAND DOLLARS (\$100,000) EACH  
CB & SONS ELECTRIC INC MOORHEAD, MN

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:


- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Executive Vice President and Assistant Secretary this the 8TH day of APRIL, 2016.

(SEAL) FEDERATED MUTUAL INSURANCE COMPANY  
 BY James A. Thon  
 Executive Vice President  
 and BY Jonathan R. Hanson  
 Assistant Secretary

STATE OF MINNESOTA  
COUNTY OF STEELE

On this 8TH day of APRIL, 2016 personally appeared before me, the undersigned notary public, James A. Thon and Jonathan R. Hanson to me personally known, who, each being duly sworn by me, did say that they are respectively the Executive Vice President and Assistant Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed of behalf of said Corporation by authority of its Board of Directors and said James A. Thon and Jonathan R. Hanson acknowledge said instrument to be the free act and deed of said corporation.

(SEAL) 

Kelly J. Hagen

**COPY OF RESOLUTION**

“BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require.”

“BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto.”

I, the undersigned, hereby certify that I am a Executive Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

\_\_\_\_\_ SHELLY ROHWER \_\_\_\_\_ of \_\_\_\_\_ OWATONNA, MINNESOTA \_\_\_\_\_

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20<sup>th</sup> day of April, 19 82 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

PURSUANT to the By-Laws of Federated Mutual Insurance Company, Article 8, Section 1; in the absence of or inability of the Secretary to act, his duties shall be performed by the Assistant Secretaries in the order of their rank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the \_\_\_\_\_ 2ND \_\_\_\_\_ day of \_\_\_\_\_ NOVEMBER \_\_\_\_\_, \_\_\_\_\_ 2017 \_\_\_\_\_.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)

James A. Thor  
Executive Vice President



# FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

(17)

February 22, 2018

Board of City Commissioners

City Hall

Fargo, ND 58102

RE: Proposal to City of Fargo and Fargo Police Department for approval of FPD Summer Camp

## History and Description

FPD Summer Camp started during the summer of 2016 under the name C4 Camp. C4 was run under CHARISM Neighborhood Center, with the FPD Community Trust Officers (CTO) partnering with CHARISM as camp mentors. The schedule ran from 9 AM to 3 PM, Monday through Thursday. Over the summer fourteen at-risk boys from Jefferson Elementary School and Carl Ben Eielson Middle School attended the camp. CHARISM employee Alaina Johnson, whom was working in Jefferson Elementary School, considered camp candidates from Jefferson and Carl Ben Eielson, who had exhibited behavior issues at school, had been in legal trouble outside of school and/or were not being enrolled in other programs over the summer.

Over the course of this camp CTOs solidified positive relationships with these boys, several of whom CTOs had not met until the first day of camp. During the summer camp participants expressed concerns and even fears of police. CTO's discussed these topics with them, and worked to reassure participants that our police officers have good intentions. CTO's and other camp staff chose the topic of good character for the focus of camp. Lesson plans and discussions were used to present topics dealing with good character to the participants.

Discipline was based on removing children from problem situations to reset, making better decisions and reinforcing the staff's need to be able to trust the participants to act appropriately. Removal from the program was considered antithetical to the mission of the camp and therefore used only for rare cases when it was deemed necessary for the safety of the other participants. Only one child was temporarily removed from the camp, but was reinstated for the last week after demonstrating, during free time in the park with the other participants, that he was committed to following the rules and resolving conflicts appropriately. While behavior problems were an issue throughout camp, as was expected, staff saw a noticeable improvement over the course of the summer.

In the Summer of 2017, CHARISM Director John Fischer stated he would not be able to maintain running C4 Camp, and expanding it to cover other elementary schools outside of his program's geography would be problematic. Therefore, Officer Niemeyer began researching ways to run FPD Summer Camp as a Fargo Police Department program.

## 2017 Summer Camp Plan and Program Benefits

For 2017 approximately 50 camp participants will be recruited based on the aforementioned criteria from Jefferson, Ed Clapp, Lewis and Clark, and Lincoln Elementary Schools. The camp will be divided into a group of boys and a group of girls. Many students from these schools attend middle school at Carl Ben Eielson. CHARISM's Check and Connect Program runs a similar camp for Carl Ben students, where

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

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

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

NON EMERGENCY  
Phone: 701-235-4493

these students can continue their personal growth. Camp staff support this growth through the curriculum, maintaining a healthy environment, and helping participants identify areas of extra-curricular interest to pursue.

Camp staff is made up of FPD CTO's, one Concordia College Student Intern, and four teachers from the participants' schools. (Funding for the four teachers is still pending.) Negotiations are also in progress for local youth programs to donate staff. Having these specific people as staff members is very important. These are the people involved in the children's lives all year long. They are the ones dealing with behavior problems during the school year, and the relationships they build during Camp help them work more effectively with these children.

Both Alaina Johnson and Jefferson fifth grade teacher Allie Miller told Officer Niemeyer that working at the 2016 C4 Camp helped them work more effectively with the camp participants during the 2016-2017 school year. Johnson is now Jefferson's Behavior Interventionist, and several camp participants are on her case-load. She said several 2016 participants have shown significant improvement over last school year, and she believes Camp played a role in that improvement.

#### **Actions needed from City Of Fargo**

I am requesting the City of Fargo approve the Summer Camp to continue being run as an FPD program. Grant funding is being pursued to cover wages for the four elementary school teachers. Funding from Concordia's Swenseid Scholarship Program has already been awarded to cover wages for the Concordia Intern. Other costs are being negotiated with proposed partnering entities and charitable entities.

Warner and Company Insurance Agent Richard Penning contacted the Police Department's underwriter, and confirms the youth program should be able to be insured under the current policy without a premium increase.

#### **Recommended Motion**

*Authorize the police department to run the FPD Summer Camp as well as bring on temporary / seasonal positions specific to this camp - funded through grants and charitable donations.*

#### **Conclusion**

Thank you for considering the continued authorization of the FPD Summer Camp. Not only will this camp benefit engagement and relationship building efforts by Community Trust Officers and Fargo Public School District employees, but it will also help at-risk youth in our community by providing positive direction during the summer, when they typically spend their time without structure. This time will also help them build relationships with the teachers and officers supervising them which will pay off during the school year. Our camp will help them develop areas of extra-curricular interest, which they can start pursuing in current after-school programs.

Sincerely,



David Todd  
Chief of Police

**COPY**

# **Fargo Police Department**

## **Summer Camp Program**

**Community Trust Officer Team**

**February 2018**

### **FPD Community Trust Officer Common Purpose Statement**

*"We use Community Engagement as a foundation to build relationships and trust between the police department and the people of Fargo."*



## **Fargo Police Department Summer Camp**

FPD Summer Camp started during the summer of 2016 under the name C4 Camp. C4 was run under CHARISM Neighborhood Center in partnership with the FPD Community Trust Officers (CTO). Fourteen at-risk boys from Jefferson Elementary School and Carl Ben Eielson Middle School attended the camp. CHARISM's Check and Connect Program Mentor at Jefferson, considered candidates from Jefferson and Carl Ben, who had exhibited behavior issues at school, had been in legal trouble outside of school, and/or were not being enrolled in other programs over the summer.

Over this summer CTOs solidified positive relationships with these boys, several of whom they had not met until the first day of camp. CTO's and other camp staff, chose the theme of Good Character for the focus of camp. Lesson plans and discussions to presented topics dealing with good character to the participants. Several discussions included the participants giving their opinions on what the elements of Good Character meant to them, and how people in different positions might demonstrate Good Character.

For Summer 2017 approximately 50 elementary and middle school camp participants were recruited based on the aforementioned criteria from Jefferson, Ed Clapp, Lewis and Clark, and Lincoln Elementary Schools; as well as Carl Ben Eielson Middle School.

Camp staff included two FPD CTO's, the Carl Ben School Resource Officer, one Concordia College Student Intern, CHARISM's Check and Connect Mentor's from Jefferson and Carl Ben, and a staff member from Boys and Girls Club of Red River Valley. Grant funding was used to hire the Positive Behavior Interventionists from Jefferson and Ed Clapp, as well as an additional full time staff member from Ed Clapp, and a part time staff member from Jefferson.

Summer 2017 demonstrated that a group of this size is counter-productive with these youth, however staff were still able to forge good relationships with the participants, and both Positive Behavior Interventionists built strong rapport with the students from their respective schools, as well as relationships with participants from other schools.

After Summer 2017, CHARISM informed CTO Officers that C4 Camp's pay structure did not fit within CHARISM's pay structure and therefore could not be a long-term CHARISM program. CHARISM's camp mentors are typically college students. C4 Staff consists of professional educators and youth workers, whose expertise is worth compensation similar to their primary employment wages. For this reason, the CTO group is seeking to conduct the Summer Camp for elementary aged youth, with Mentors who currently have relationships and rapport with students from the schools represented in camp, in addition to CTO Officers.

The Fargo Police Department Summer Camp Program will create two new seasonal employee positions within the Department that will be Mentors for Summer Camp.

**Summer Camp Director:** This position will be a Lead Mentor during Summer Camp for their group of participants, and will be responsible for all applicable child-care licensing requirements as stated in the North Dakota Century Code. The Director will play a lead role in curriculum and schedule development.

**Summer Camp Lead Mentor:** This position will be the Lead Mentor for their group of participants during Summer Camp, and will work with the Director and CTO Officers to develop curriculum material and the schedule for camp.

## **Summer Camp Seasonal Employee Rules**

Seasonal Employees are required to obey all state and local laws. Additionally, the following program rules must be obeyed. Violation of these rules may be cause for termination.

### **Compensation:**

Summer Camp Seasonal Employees at the Fargo Police Department will be coordinated through the Fargo Police Department Community Trust Officer Program's Supervisor. Compensation for these positions will be funded through means acquired outside the police department's city budget.

**Safety:** Seasonal Employees must conduct themselves in a safe manner at all times. Unsafe acts or conditions must be reported to the CTO supervisor and/or CTO Officers as soon as possible.

**Confidentiality:** Seasonal Employees shall treat the office business of the Department as confidential and shall not disseminate information regarding departmental business or operations unless expressly permitted by supervisory staff.

**Weapons:** Seasonal Employees are **prohibited** from carrying weapons of any kind while acting as a Seasonal Employee.

**Enforcement Action:** Seasonal Employees are prohibited from taking any type of law enforcement action. Seasonal Employees shall not at any time represent themselves as sworn officers. This section should not be misinterpreted as prohibiting the enforcement of camp rules.

**I.D. Badges:** Seasonal Employees must have their Identification Badge clearly displayed when entering FPD and City of Fargo buildings and during scheduled work hours as directed by CTO Supervisor. Lost or stolen I.D. badges must be immediately reported to CTO Supervisor, or by contacting the on-duty patrol supervisor through the dispatch center. This contact can be made by calling dispatch at 701-235-4493. Seasonal Employees are required to return the I.D. badges at the completion of the program, unless otherwise instructed by the CTO Supervisor.

**Conduct:** Seasonal Employees shall not at any time engage in unbecoming conduct which tends to discredit the Department.

## Expectations for Summer Camp Seasonal Employee

The Seasonal Employee will complete two reports to aid in their evaluation process, and document activities, strengths, and weaknesses of Summer Camp. The first report will be completed after the first half of camp, ending the first week of July. The second report will be completed after camp has concluded.

Upon entry into the Fargo Police Department Summer Camp Seasonal Employee position, Seasonal Employees will be Fargo Police Department employees and are expected to adhere to all departmental policies, procedures and ethics. Seasonal Employees will conduct themselves in a way that does not discredit the reputation of the Fargo Police Department both on-duty and off-duty. Seasonal Employees, at all times, shall act in a way that reflects professionalism. Failure to comply with these standards could result in termination.

- The Seasonal Employee will be expected to complete assigned tasks with sufficient competency and in a timely manner.
- The Seasonal Employee is expected to dress in business casual clothing unless otherwise instructed during all meetings, appearances, and activity conducted at the Fargo Police Department or City of Fargo facilities. The Seasonal Employee, at all times, is expected to have a neat, clean and professional appearance. Unacceptable clothing would include worn-out or torn clothing, gym clothes, and clothing with inappropriate messages. Hair must be clean, neat, and combed. Excessive jewelry is not acceptable. The Seasonal Employee shall be clean-shaven except mustaches are permitted provided they are neatly trimmed. Beards are not permitted. **Gym style clothing may be considered acceptable during camp hours at the discretion of the Fargo Police Department CTO Supervisor.**
- The Seasonal Employee will be issued a name badge which will be worn as directed while on-duty.
- If a Seasonal Employee is unable to report to a scheduled shift, for any reason, the Seasonal Employee shall inform CTO personnel/Supervisor prior to the scheduled shift, or as soon as possible. If CTO personnel/Supervisor are not available a voicemail should be left at (701)241-8175.
- Any injury sustained while on-duty at the Fargo Police Department should immediately be reported to an on-duty supervisor, and the Seasonal Employee shall fill out required forms in accordance with the City of Fargo Risk Management Program.
- At all times, the Seasonal Employee will be courteous and professional to the public.
- The Seasonal Employees are encouraged to participate in community activities, but at no time will the Seasonal Employee make public statements on behalf of the department for publication or broadcast concerning the plans, policies, or administration unless authorized to do so.

**COPY**

Job Class: Summer Camp Director
Department: Police
Supervisor: Police Sergeant
FLSA Status: Non-exempt
Grade: Non-classified
Revision Date: 2/20/18
Prepared by: Matt Niemeyer

### **Job Summary**

The Fargo Police Department Summer Camp Director works with the Community Trust Officers to host Summer Camp. The Director plays an integral role in curriculum and schedule development, and leads camp staff in working with the youth participants. In most circumstances, the Director will work directly with youth on a daily basis and run his/her own group. When necessary, the Director will take over administrative tasks in the absence of the Community Trust Officer serving as the Camp Operator. This position is a seasonal employee, and is not eligible for benefits.

### **Scope of Responsibility:**

The Fargo Police Department Summer Camp Director will work with Community Trust Officers to organize and prepare for summer camp. The Director will ensure that all pertinent North Dakota Century Code licensing requirements are met for summer camp, and will ensure that camp staff meet their training requirements.

The Director will be responsible for developing and maintaining the camp staff and parent handbooks, and the camp policy manual in coordination with their supervising Police Sergeant. The Police Sergeant will ensure the camp manuals and policies are not in conflict with the Fargo Police Department policies. The Director will work with the Community Trust Officer functioning as Camp Operator on the administrative tasks throughout Summer Camp, as well as disciplinary decisions.

### **Essential Duties and Responsibilities:**

- Will be responsible for maintaining all licensing requirements for summer camp.
- Will be responsible for developing and maintaining the Staff Handbook, Parent Handbook, and Policies.
- Will write curriculum material based on available best practices, and will ensure the materials remain up-to-date.
- Will utilize other camp staff and appropriate resources to develop new curriculum topics and materials.
- Provide a safe and healthy environment, both physically and mentally, for all camp participants.
- Ensures children are aware of rules, and daily scheduled routines.
- Attend all staff meetings and planning sessions.
- Participate in facility clean-up as necessary.
- Participate in the planning, development, and facilitation of daily activities for camp participants.
- Report all suspicions of child abuse to the proper authorities.

- Help ensure that camp participants' whereabouts are accounted for.
- Document all accidents and inform the Community Trust Officers and/or Sergeant.
- Support daily social-emotional development of camp participants.
- Establish a relationship with each participant, consider participants' needs during camp activities, and treat every participant and team member with respect and dignity.
- Demonstrates excellent teamwork skills with other team members.
- Facilitate discussion groups and lead group activities.
- Will prioritize engaging with camp participants.
- Will promote positive social interaction amongst the participants.

### **Minimum Qualifications:**

- Must meet or be willing to pursue all qualifications for a Group Child Care Director position as detailed in the North Dakota Century Code.
- Experience in working with at-risk youth, and youth affected by adverse childhood experiences and trauma.
- Has been trained in Trauma Sensitive Schools training, or an equivalent program.
- Have excellent leadership, interpersonal, and communication skills.
- Ability to work up to 40 hours weekly.
- Demonstrate responsibility and dependability.
- Must exhibit patience and understanding.
- Be able to receive and follow detailed instructions.
- Be alert at all times, and keep safety in mind.
- Must be able to work under pressure in a moderately disruptive environment.

### **Physical Demands & Working Conditions:**

Work is performed in a normal office environment as well as indoor and outdoor recreation spaces. Work is generally light with considerable variety. Daily work involves monitoring camp participants' well-being, regular computer and phone use, and moving between buildings and rooms. There is moderate attention to detail and deadlines. Driving is occasionally required. The job will likely involve dealing with and calming individuals who are emotionally charged over an issue. Occasional light lifting up to 25 pounds is likely.

Activities include stooping, standing, walking, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing,

**Light Work:** Physical demands are normally those associated with light work: Exerting up to 25 pounds of force occasionally and/or 10 pounds of force frequently, and/or negligible amount of force constantly to move objects.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

**Punctuality and Attendance:** Seasonal Employees are required to report to work on time and at their correct duty assignment. Time off from regular duty will be coordinated with the CTO Supervisor at least two days in advance. In the event of an illness emergency that will affect the Seasonal Employees attendance, the student should contact the CTO Personnel/Supervisor prior to the scheduled shift.

**Appearance:** Seasonal Employees will maintain a neat appearance, with clothing that is appropriate for an office work environment (business casual). Adjustments can be made for certain duty assignments and camp hours at the discretion of the CTO Supervisor. The CTO Supervisor or other Fargo Police Department chain of command retains the right to send a Seasonal Employee home to change if clothing is deemed inappropriate.

**Courtesy:** Seasonal Employees shall not use profane or intentionally insulting or degrading language or actions toward any other member of the Department or to any citizen. Seasonal Employees shall be courteous and tactful in the performance of their duties and shall promptly respond to all reasonable requests for assistance.



Job Class: Summer Camp Lead Mentor
Department: Police
Supervisor: Police Sergeant
FLSA Status: Non-exempt
Grade: Non-classified
Revision Date: 2/8/18
Prepared by: Matt Niemeyer

### **Job Summary**

The Fargo Police Department Summer Camp Lead Mentor works with the Community Trust Officers and the Summer Camp Director to host Summer Camp. The Lead Mentor plays an integral role in curriculum and schedule development. In most circumstances, the Lead Mentor will work directly with youth on a daily basis and run their own group. When necessary, the Lead Mentor will perform administrative tasks for the Camp Director or the Community Trust Officer serving as the Camp Operator. This position is a seasonal employee, and is not eligible for benefits.

### **Scope of Responsibility:**

The Fargo Police Department Summer Camp Lead Mentor will work with Community Trust Officers and the Camp Director to organize and prepare for summer camp. The Lead Mentor will contribute material and ideas they deem valuable and appropriate for camp. The Lead Mentor will be responsible for the kids in their group, and will assist with other groups and tasks as necessary to maintain the overall safety and daily progress of camp.

The Lead Mentor will administer necessary discipline, corrections, and re-direction for the children in their group within camp policy. When necessary, the Lead Mentor will confer with the Director and Camp Operator to determine an appropriate course of action to correct re-occurring behavior problems; to ensure consistency in these situations for all children in camp.

### **Essential Duties and Responsibilities**

- Will work with other camp staff members to develop new curriculum topics and materials.
- Provide a safe and healthy environment, both physically and mentally, for all camp participants.
- Ensures children are aware of rules, and daily scheduled routines.
- Attend all staff meetings and planning sessions.
- Participate in facility clean-up as necessary.
- Participate in the planning, development, and facilitation of daily activities for camp participants.
- Report all suspicions of child abuse to the proper authorities.
- Help ensure that camp participants' whereabouts are accounted for.
- Document all accidents and inform the Community Trust Officers and/or Sergeant.
- Support daily social-emotional development of camp participants.
- Establish a relationship with each participant, consider participants' needs during camp activities, and treat every participant and team member with respect and dignity.
- Demonstrates excellent teamwork skills with other team members.
- Facilitate discussion groups and lead group activities.
- Will prioritize engaging with camp participants.

- Will promote positive social interaction amongst the participants.

### **Minimum Qualifications:**

- Experience in working with at-risk youth, and youth affected by adverse childhood experiences and trauma.
- Has been trained in Trauma Sensitive Schools training, or an equivalent program, and experience in crisis management with youth.
- Have excellent leadership, interpersonal, and communication skills.
- Ability to work up to 40 hours weekly.
- Demonstrate responsibility and dependability.
- Must exhibit patience and understanding.
- Be able to receive and follow detailed instructions.
- Be alert at all times, and keep safety in mind.
- Must be able to work under pressure in a moderately disruptive environment.

### **Physical Demands & Working Conditions:**

Work is performed in a normal office environment as well as indoor and outdoor recreation spaces. Work is generally light with considerable variety. Daily work involves monitoring camp participants' well-being, regular computer and phone use, and moving between buildings and rooms. There is moderate attention to detail and deadlines. Driving is occasionally required. The job will likely involve dealing with and calming individuals who are emotionally charged over an issue. Occasional light lifting up to 25 pounds is likely.

Activities include stooping, standing, walking, lifting, fingering, grasping, feeling, talking, hearing/listening, seeing/observing,

**Light Work:** Physical demands are normally those associated with light work: Exerting up to 25 pounds of force occasionally and/or 10 pounds of force frequently, and/or negligible amount of force constantly to move objects.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.



**This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Administrator retains the discretion to add duties or change the duties of this position at any time.**



**PUBLIC WORKS  
OPERATIONS**

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

18

February 20, 2018

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

**Re: FAA Aerial Mosquito Spraying Authorization for Airborne Custom Spraying**

Commissioners:

Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Airborne Custom Spraying to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Airborne Custom Spraying is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Airborne Custom Spraying to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo

RECOMMENDED MOTION: I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Custom Spraying.

Please return the signed original.

Respectfully submitted,

Benjamin Dow  
Director of Operations



## **AUTHORIZATION APPLICATION**

I understand that Airborne Custom Spraying is required to obtain the approval for aerial spraying over the city of Fargo, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the Federal Aviation Administration to Airborne Custom Spraying.  
(This application must be signed by the Mayor of this city.)

---

City Mayor's Authorized Signature

Mayor Dr. Tim Mahoney

---

Printed Name

---

Date

Please complete application as soon as possible and return to  
Airborne Custom Spraying for processing and filing.

Expiration Date: *October 31, 2018*

**PUBLIC WORKS  
 OPERATIONS**

Fleet Management, Forestry,  
 Streets & Sewers, Watermeters,  
 Watermains & Hydrants  
 402 23<sup>rd</sup> STREET NORTH  
 FARGO, NORTH DAKOTA 58102  
 PHONE: (701) 241-1465  
 FAX: (701) 241-8100

February 19, 2018

19

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

Commissioners:

Through the RFP process, rates were secured for five (5) forestry related contracted services. City commission previously approved the agreements along with the option to negotiate and extend additional seasons.

Current agreement status:

1. Brush Chipping - 2018 will be season 5 of a 5-year agreement (Cougar Tree Care, Inc.)
2. Tree Removal - 2018 will be season 3 of a 5-year agreement (Cougar Tree Care, Inc.)
3. Stump Removal - 2018 will be season 3 of a 5-year agreement (Cougar Tree Care, Inc.)
4. Tree Injection Services – 2018 will be season 5 of a 5-year agreement (Paul Bunyan Nurseries) Note: Injection services will be utilized on certain ash street trees if and when justified due to an Emerald Ash Borer threat.
5. Landscape Maintenance Services – 2018 will be season 2 of a 5-year agreement (All-Terrain Grounds Maintenance)

<u>Activity</u>	<u>2017 rate</u>	<u>2018 proposed rates</u>
Brush Chipping	\$75.33 per hour	\$76.83 per hour
Tree Removal	\$16.08 per diameter inch	\$16.40 per diameter inch
Stump Removal	\$94.93 per stump	\$96.82 per stump
All-Terrain Grounds Maintenance	\$1810 bi-weekly	\$1810 bi-weekly (no change)

Considering last year's numbers, a 1.99% increase would be approximately \$2505 more for tree removals, \$1465 more for brush chipping, and \$435 more for stump removal.

Estimated cost for injection service, if utilized in 2018, is approximately \$50,000 (approximately 300 trees treated) at low/med rates. Paul Bunyan Nurseries has proposed the below rates for 2018:

<u>Activity</u>	<u>Low rate (\$ per inch)</u>	<u>med rate</u>	<u>med/high rate</u>	<u>high</u>
Tree Injecting	8.00	9.25	12.00	15.50

The 2018 forestry budget can support the proposed rates from Cougar Tree Care, Inc., Paul Bunyan Nurseries, and All-Terrain Grounds Maintenance.

**Recommended motion:**

**Move to approve 2018 contracted forestry services agreements with Cougar Tree Care, Inc. for chipping, tree removal, stump removal; Paul Bunyan Nurseries for tree injection services; and All-Terrain Grounds Maintenance for landscape bed maintenance.**

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

**Landscape Maintenance Services - 2018**

**I. Agreement**

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 15, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional one (1) year extensions, provided the negotiated extension is signed by parties on or before January 1st of the contract year.

**II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

**III. Responsibility of the City**

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

**IV. Contractor's Compensation and Method of Payment**

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

**V. Termination of the Agreement**

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

**VI. Assignability**

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

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

**VIII. Contractor Records**

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



**IX. Monitoring and Evaluation**

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

**X. Independence of Recipient**

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

**XI. Conflict of Interest**

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

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.



IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 2/15/2018

CONTRACTOR

All-Terrain Grounds Maintenance

By: *Matt Langemo*

Its: *CLM*



Date: \_\_\_\_\_

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

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

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

## City of Fargo - landscape maintenance services proposal sheet - 2018

<u>Site</u>	<u>Location</u>	<u>Usual Per Visit Maintenance Needs</u>	<u>Price per Visit (bi-weekly)</u>	
			2017 cost	2018
1) Main Ave beds	25 <sup>th</sup> St - 45 <sup>th</sup> St	weed control and trash collection in median and boulevard planting beds	<u>200</u>	<u>200</u>
2) South Pointe medians	33 <sup>rd</sup> - 35 <sup>th</sup> Ave S; 25 <sup>th</sup> to 18 <sup>th</sup> St	weed control and trash collection in medians; prune sucker growth at base of trees as needed <b>Note: trees only in these medians</b>	<u>85</u>	<u>85</u>
3) Tree/Shrub bed	SW corner - 25 <sup>th</sup> St S/20 <sup>th</sup> Ave	weed control and trash collection	<u>40</u>	<u>40</u>
4) Agassiz Crossing	23 <sup>rd</sup> Ave S - 45 <sup>th</sup> St and west	weed control and trash collection in medians <b>Note: trees only in these medians</b>	<u>85</u>	<u>85</u>
5) Median bed	Adjacent to 1033 45 <sup>th</sup> St S	weed control and trash	<u>40</u>	<u>40</u>
6) Mall Sign	NE Corner - 45 <sup>th</sup> St S/17 <sup>th</sup> Ave	weed control and trash	<u>60</u>	<u>60</u>
7) Medians beds	52 <sup>nd</sup> Ave S, 45 <sup>th</sup> St to South University Dr; South University Dr from 40 <sup>th</sup> Ave S to 52 <sup>nd</sup> Ave S	weed control and trash	<u>285</u>	<u>285</u>
8) Round-Abouts	25 <sup>th</sup> St S at 58 <sup>th</sup> , 64 <sup>th</sup> , and 70 <sup>th</sup> Avenues	weed control and trash	<u>180</u>	<u>180</u>
9) Median beds; 8 bench locations - 7 on the east side of 45 <sup>th</sup> , 1 on the west side	45 <sup>th</sup> St S from 32 <sup>nd</sup> to 52 <sup>nd</sup> Ave	weed control and trash	<u>315</u>	<u>315</u>
10) Medians beds	Veterans Blvd, 40 <sup>th</sup> Ave S to 52 <sup>nd</sup> Ave S	weed control and trash	<u>200</u>	<u>200</u>
11) Medians beds	40th Ave S, 51st to 63rd St	weed control and trash	<u>70</u>	<u>70</u>
12) Planting beds	Approx. 2900 12th Ave N	weed control and trash	<u>50</u>	<u>50</u>
13) Planting bed	Approx. 1910 12th Ave N	weed control and trash	<u>20</u>	<u>20</u>
14) Median beds	18th Ave S, 5th to 11th St	weed control and trash	<u>40</u>	<u>40</u>
15) Median bed	20th Ave S and 16 1/2 St	weed control and trash	<u>20</u>	<u>20</u>
16) Median bed	Adjacent to 4462 Woodhaven Dr S	weed control and trash	<u>20</u>	<u>20</u>
17) Planting Bed	502 4th St N (just N of RR tracks)	weed control and trash	<u>40</u>	<u>40</u>
18) Median bed	Adjacent to 1333 19th Ave N	weed control and trash	<u>60</u>	<u>60</u>
Total bi-weekly cost			\$1810	<u>1810</u>





20

PUBLIC WORKS/OPERATIONS

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

February 20, 2018

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

RE: RFP18069 for Crawler Crane

Commissioners:

On February 9, 2018 request for proposals were received for one (1) Crawler Crane. Two proposals were submitted by two (2) venders.

The results are as follows:

Table with 2 columns: Firm, Total per unit. Rows: Spyder Crane (\$62,300.00), Titan Machinery (\$72,900.00)

The review committee consisted of Jim Hausauer, Allan Erickson, and Ray Peterson and determined that all vendors met the specifications required and price was within expected parameters. Spyder Crane met all parameters of the RFP. Our recommendation is to award the RFP to Spyder Crane. Funding for this project is included in the 2018 Waste Water Operational Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) crawler crane from Spyder Crane for the amount of \$62,300.00.

Respectfully Submitted,

Handwritten signature of Allan Erickson

Allan Erickson Fleet Management Specialist



**Request for Proposals (RFP)**  
**Crawler Crane**  
 2/13/18

**Proposal Evaluation Summary**

	<b>Titan Machinery</b>	<b>Spyder Crane</b>
<b>Body Manf.</b>	Maeda	SpyderCrane
<b>Body Model</b>	MC285CGRM	295CP
<b>Bid Price</b>	\$ 72,900.00	\$ 60,000.00
<b>FRT</b>		\$ 2,300.00
<b>Total</b>	\$ 72,900.00	\$ 62,300.00
<b>Man lift</b>	\$ 6,500.00	\$ 4,275.00
<b>Wireless Remote</b>	\$ 2,250.00	inc
<b>Delivery(days)</b>	75	30

**Request for Proposals (RFP)  
Crawler Crane  
2/13/18**

**Proposal Evaluation Summary**

	<b>Titan Machinery</b>	<b>Spyder Crane</b>
<b>Body Manf. Body Model</b>	Maeda MC285CGRM	SpyderCrane 295CP
<b>Bid Price</b>	\$ 72,900.00	\$ 60,000.00
<b>FRT</b>		\$ 2,300.00
<b>Total</b>	\$ 72,900.00	\$ 62,300.00
<b>Man lift Wireless Remote</b>	\$ 6,500.00 \$ 2,250.00	\$ 4,275.00 inc
<b>Delivery(days)</b>	75	30



21

PUBLIC WORKS/OPERATIONS

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

February 20, 2018

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

RE: RFP18068 for Articulated Wheel Loader

Commissioners:

On February 9, 2018 request for proposals were received for one (1) Articulated Wheel Loader. Seven proposals were submitted by five (5) venders.

Three proposals met the specifications:

Table with 2 columns: Firm, Total per unit. Rows include ASC Equipment, RDO Equipment, and Titan Machinery with their respective prices.

The review committee consisting of Ben Dow and Allan Erickson determined that one vendor met the specifications required. Price was within the expected parameters. The decision was based on dealer experience, resale factors, demonstrations and familiarity of the equipment. Our recommendation is to award the RFP to RDO Equipment. Funding for this project is included in the 2018 Mains & Hydrants budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one Articulated Wheel Loader from Titan Machinery for the total amount of \$223,388.00.

Respectfully Submitted,

Handwritten signature of Allan Erickson in blue ink.

Allan Erickson Fleet Management Specialist



**Request for Proposals (RFP)  
Articulated Loader  
2/12/18**

**Proposal Evaluation Summary**

	<b>RDO Equip</b>	<b>RDO Equip</b>	<b>General Equip</b>	<b>ASC Machinery</b>	<b>Titan Machinery</b>	<b>Butler Machinery</b>	<b>Butler Machinery</b>
<b>Manufacture Model</b>	John Deere 624KII	John Deere 644K	Komatsu WA380-8	Volvo L110H	Case 821G	Cat 950GC	Cat 950GC
<b>Unit \$</b>	168,000.00	211,000.00	217,200.00	227,612.00	218,293.00	\$215,290.00	\$207,115.00
<b>2yr Warranty (opt)</b>	1,035.00	1,888.00	3,500.00	2,056.00		\$ 2,015.00	\$ 2,015.00
<b>Load Scales</b>	10,500.00	10,500.00	5,000.00	4,845.00	7,670.00	\$ 9,835.00	\$ 9,835.00
<b>Total</b>	179,535.00	223,388.00	225,700.00	234,513.00	225,963.00	\$227,140.00	\$222,280.00
<b>Est. Delivery</b>	100.00	100.00	90 Days	65 days	120.00	147	147
<b>Opt.</b>					3rd yr war		
<b>Joystick</b>	no	yes	no	yes	yes	yes	yes
<b>Load Rite Scale</b>				10,245.00			
<b>Specification met</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>YES</b>	<b>NO</b>	<b>NO</b>

February 21, 2018

**ENGINEERING DEPARTMENT**

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

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

**Re: Judie A. VandeVoort – 4121 17<sup>th</sup> St. S.  
Agreement for Entry and Construction  
Project #FM-15-K0**

Dear Commissioners:

Accompanying for the City Commission review and approval is the attached Agreement for Entry and Construction with Judie A. VandeVoort as Trustee of the Judie A. VandeVoort Revocable Living Trust in association with Project #FM-15-K0.

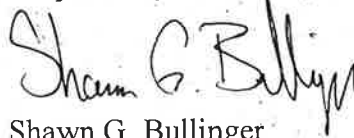
**Agreement for Entry and Construction**

RECOMMENDED MOTION:

Approve Agreement for Entry and Construction with Judie A. VandeVoort, Trustee of the Judie A. VandeVoort RLT.

Please return a copy of the signed original

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Jody Bertrand  
Nancy J. Morris

**AGREEMENT FOR ENTRY AND CONSTRUCTION**

**THIS AGREEMENT**, made and entered into this 21 day of February, 2018, by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as "City", and **JUDIE A. VANDEVOORT AS TRUSTEE OF THE JUDIE A. VANDEVOORT REVOCABLE LIVING TRUST**, dated December 7, 2016, hereinafter referred to as "Owner",

**WITNESSETH:**

**WHEREAS**, City Project No. FM-15-K1 has been created to construct an earthen levee, floodwall, retaining wall, storm sewer, lift station and associated infrastructure along the north side of Rose Coulee between University Drive South and the Milwaukee Bike Trail to the city of Fargo; and

**WHEREAS**, it is necessary to obtain right of way and/or permanent and temporary construction easements from Owner; and

**WHEREAS**, the final purchase of the property interests has not yet occurred; and

**WHEREAS**, it is necessary to have and the City desires the right of access to the property to facilitate work on the project; and,

**WHEREAS**, Owner is agreeable to the same and the parties wish to commit their agreement to writing.

**NOW, THEREFORE**, it is hereby agreed as follows:

1. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's property for the purpose of constructing an earthen levee and the necessary infrastructure associated therewith as outlined in Project No. FM-15-K1.

2. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement

3. It is further agreed between City and Owner that the terms of this instrument shall in no way affect the amount of damage to be awarded to the Owner, nor shall it be in any way construed as limiting or restricting the right of Owner to negotiate for or appeal from any award of damage which may be made if negotiations regarding compensation are not successful and eminent domain proceedings become necessary.

4. After execution of recordable documents establishing permanent easement(s) for the earthen levee and associated infrastructure, the documents will be recorded by City, at City's cost.

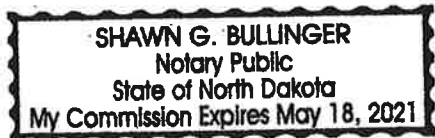
DATED this 21 day of February, 2018.

OWNER

Judie A. VandeVoort  
Judie A. VandeVoort, Trustee of the Judie A. VandeVoort Revocable Living Trust

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

On this 21 day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared **Judie A. VandeVoort**, to me known to be the person described in and who has executed the within and foregoing instrument, and acknowledged to me that she executed the same.



(SEAL)

Shawn G. Bullinger  
Notary Public  
CASS County, NORTH DAKOTA



**CITY OF FARGO**, a North Dakota  
Municipal corporation

---

**Timothy J. Mahoney, Mayor**

ATTEST:

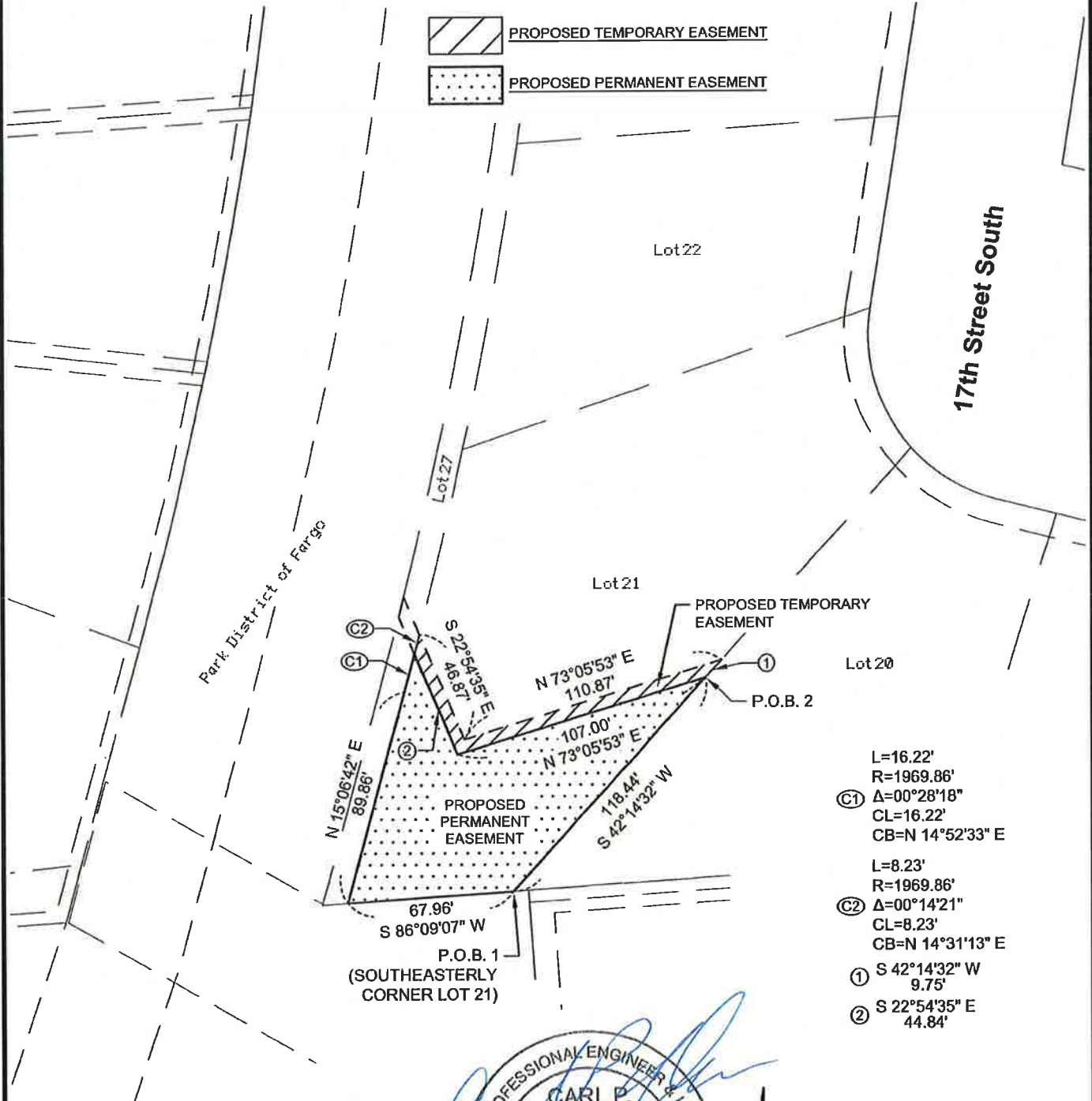
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**Steven Sprague, City Auditor**

PAGE 1 OF 2

**EXHIBIT "A"**

**PART OF LOT 21, BLOCK 2  
ROSEWOOD PARK ADDITION TO  
THE CITY OF FARGO  
IN CASS COUNTY, NORTH DAKOTA  
OWNER: VANDEVOORT, JUDIE A**



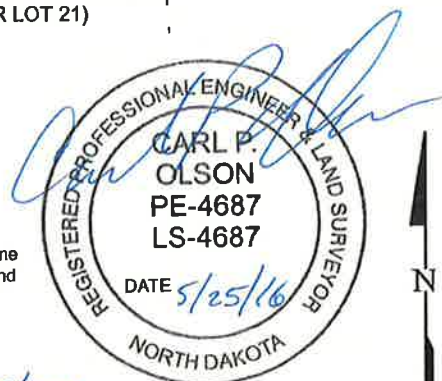
 PROPOSED TEMPORARY EASEMENT  
 PROPOSED PERMANENT EASEMENT

- L=16.22'
- R=1969.86'
- Ⓒ1 Δ=00°28'18"
- CL=16.22'
- CB=N 14°52'33" E
- L=8.23'
- R=1969.86'
- Ⓒ2 Δ=00°14'21"
- CL=8.23'
- CB=N 14°31'13" E
- ① S 42°14'32" W 9.75'
- ② S 22°54'35" E 44.84'

**BASIS OF BEARING:**  
FARGO GIS HORIZONTAL DATUM  
**GROUND DISTANCES,**  
UNITS: US SURVEY FOOT

**SURVEYORS CERTIFICATE**

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.



 5/25/2016  
 Carl P. Olson, North Dakota # LS-4687 Date



**EXHIBIT "A"**

**PART OF LOT 21, BLOCK 2  
ROSEWOOD PARK ADDITION TO  
THE CITY OF FARGO  
IN CASS COUNTY, NORTH DAKOTA  
OWNER: VANDEVOORT, JUDIE A**

**Permanent Easement**

That part of Lot 21, Block 2, ROSEWOOD PARK ADDITION, to the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the southeasterly corner of said Lot 21; thence South 86 degrees 09 minutes 07 seconds West, along the southerly line of said Lot 21, a distance of 67.96 feet to the southwesterly corner of Lot 21; thence North 15 degrees 06 minutes 42 seconds East, along the westerly line of said Lot 21, a distance of 89.86 feet to a point on a tangential curve concave to the northwest; thence northeasterly 16.22 feet, along said westerly lot line and said curve having a radius of 1969.86 feet and a central angle of 00 degrees 28 minutes 18 seconds; thence South 22 degrees 54 minutes 35 seconds East a distance 44.84 feet; thence North 73 degrees 05 minutes 53 seconds East a distance of 107.00 feet to the easterly line of said Lot 21; thence South 42 degrees 14 minutes 32 seconds West, along said easterly lot line, a distance of 118.44 feet to the point of beginning.

Said tract of land contains 6,680 square feet, more or less.

**Temporary Easement**

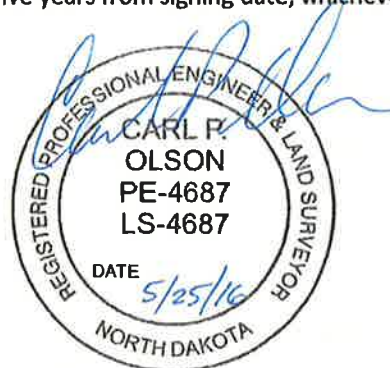
That part of Lot 21, Block 2, ROSEWOOD PARK ADDITION, to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southeasterly corner of said Lot 21; thence North 42 degrees 14 minutes 32 seconds East, along the easterly line of said Lot 21, a distance of 118.44 feet to the true point of beginning; thence South 73 degrees 05 minutes 53 seconds West a distance of 107.00 feet; thence North 22 degrees 54 minutes 35 seconds West a distance of 44.84 feet to the westerly line of said Lot 21 and a point on a non-tangential curve concave to the northwest with a chord that bears North 14 degrees 31 minutes 13 seconds East; thence northeasterly 8.23 feet, along said westerly lot line and said curve having a radius of 1969.86 feet and a central angle of 00 degrees 14 minutes 21 seconds; thence South 22 degrees 54 minutes 35 seconds East a distance of 46.87 feet; thence North 73 degrees 05 minutes 53 seconds East a distance of 110.87 feet to the easterly line of said Lot 21; thence South 42 degrees 14 minutes 32 seconds West, along said easterly lot line, a distance of 9.75 feet to the point of beginning.

Said tract of land contains 774 square feet, more or less. Temporary easement shall expire upon the completion of City of Fargo Project No. FM-15-K0 or five years from signing date, whichever occurs first.

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.



*Carl P. Olson* 5/25/2016

Carl P. Olson, North Dakota # LS-4687

Date





23

ENGINEERING DEPARTMENT

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

February 26, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Solé Source Procurement for Millerbernd Street Light Poles


Dear Commissioners:

The Street Lighting Maintenance Department is requesting sole source procurement for Millerbernd Street Lighting Poles. Border States Electric is the sole distributor of Millerbernd Poles for our area. We are requesting that \$105,000.00 be approved to purchase Millerbernd poles and pole parts from Border States Electric. These poles are available only from a single source, and the purchase is necessary for replacement of existing Millerbernd Poles that become damaged or knocked down. The Finance Committee has reviewed and approved this purchase and the poles will be paid for by the Street Lighting Budget.

Sincerely,

Allen Schumacher  
Sign, Signal & Street Lighting Operations Manager

CC:Jeremy  
Jen

	<h2 style="text-align: center;">Sole Source and Piggyback Procurement Form</h2>
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**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.

The project/service is required to:

Replacement Millerbernd street light poles to match style and mounting bolt circle of base. See spread sheet attachment for list of poles and types. Would like authorization to purchase up to \$105,000.00 in Millerbernd Street Light Poles, manufacturer anchor bolts, nuts, washer, leveling shims and other misc. parts that are for the Millerbernd poles.

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

Millerbernd Street Light Poles are the same look and style to match poles on street that are right next to each other. Also built to match foundation bolt circle.

**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. \*\*)

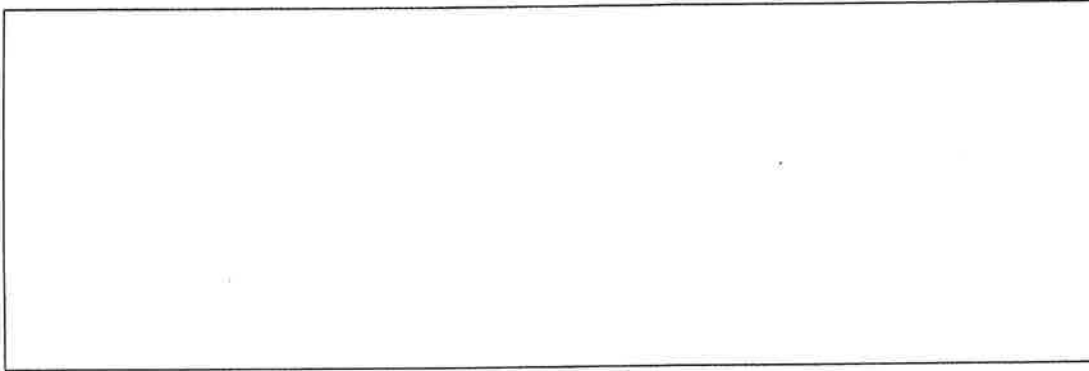
Border States Electric is the only authorized distributor in the area for Millerbernd Poles. For example if we had Valmont Poles we would have to use Graybar Electric as the distributor. Manufacturer will only sell to one distributor per area.


**\*\*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 brands compared. Millerbernd is the only one that makes the H-base Stainless Steel Street Light Poles. Other manufacturers make aluminum poles but they do not look like or match the Millerbernd style.

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



Signature:   
(Requestor)

Printed Name: Allen Schumacher

Title: Sign, Signal & Street Lighting Operations Manager

Date: 2-7-18

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.

ALS (Requestor Initials)

24

February 20, 2018

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

RE: RFP for Aggregate Materials, Concrete, Asphalt, Emulsified Asphalt and Re-Bar

Commissioners:

On February 9, 2018, proposals were received for Aggregate Materials, Concrete, Asphalt, Emulsified Asphalt and Re-Bar. Several different vendors submitted proposals for the different products.

The results are as follows:

<u>Topsoil</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
Aggregate Industries	\$31.50/Ton	\$36.00/Ton
Asplin Excavating (shredded)	<b>\$16.78/Ton</b>	<b>\$20.80/Ton</b>
Asplin Excavating (regular)	<b>\$11.22/Ton</b>	<b>\$13.61/Ton</b>
Knife River Materials	N/A	\$20.00/Ton

<u>Class 5 Gravel</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
<b>Aggregate Industries</b>	<b>\$11.50/Ton</b>	<b>\$11.25/Ton</b>
Asplin Excavating	\$12.68/Ton	\$12.38/Ton
Northern Improvement Co.	\$16.50/Ton	N/A
Knife River Materials	\$12.25/Ton	\$11.90/Ton
Strata Corporation	\$12.35/Ton	\$12.15/Ton

<u>Crushed/Recycled Concrete</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
Aggregate Industries	\$12.00/Ton	\$16.00/Ton
Asplin Excavating	\$12.50/Ton	\$16.50/Ton
<b>Knife River Materials</b>	<b>\$10.00/Ton</b>	<b>\$15.00/Ton</b>
Strata Corporation	\$12.25/Ton	\$16.25/Ton

<u>FA2 Crushed Granite</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
<b>L.G. Everist, INC</b>	<b>\$20.90/Ton</b>	<b>\$45.30/Ton</b>

<u>FA2.5 Crushed Granite</u>	<u>Price Picked Up</u>	<u>Price Delivered</u>
<b>L.G. Everist, INC</b>	<b>\$17.10/Ton</b>	<b>\$41.50/Ton</b>

<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Picked Up</u>
FM Asphalt LLC	\$53.50/Ton
<b>Northern Improvement Co.</b>	<b>\$53.00/Ton</b>

<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Picked Up</u>
FM Asphalt LLC	\$48.50/Ton
<b>Northern Improvement Co.</b>	<b>\$46.00/Ton</b>



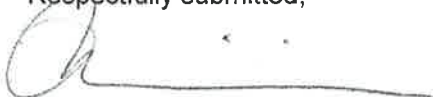
**PUBLIC WORKS  
 OPERATIONS**

<u>3/8" Minus Hot Mix Asphalt</u> <b>No Proposals Received</b>	<u>Price Picked Up</u> N/A	
<u>3/8" Minus Cold Mix Asphalt</u> <b>Northern Improvement Co.</b>	<u>Price Picked Up</u> <b>\$168.00/Ton</b>	
<u>CRS-2 Emulsified Asphalt</u> <b>Flint Hills Resources</b>	<u>Price Picked Up</u> <b>\$400.00/Ton</b>	<u>Price Delivered</u> <b>\$414.60/Ton</b>
<u>CSS-1h Emulsified Asphalt</u> <b>Flint Hills Resources</b>	<u>Price Picked Up</u> <b>\$400.00/Ton</b>	<u>Price Delivered</u> <b>\$414.60/Ton</b>
<u>4000 PSI Concrete</u> <b>Aggregate Industries</b>	<u>Price Picked Up</u> N/A	<u>Price Delivered</u> <b>\$104.00/CY</b>
Knife River Materials	\$105.00/CY	\$105.00/CY
Kost Materials LLC	N/A	\$108.00/CY
Strata Corporation	N/A	\$109.00/CY
<u>5000 PSI Concrete</u> <b>Aggregate Industries</b>	<u>Price Picked Up</u> N/A	<u>Price Delivered</u> \$110.00/CY
<b>Knife River Materials</b>	<b>\$109.00/CY</b>	<b>\$109.00/CY</b>
Kost Materials LLC	N/A	\$114.00/CY
Strata Corporation	N/A	\$114.00/CY
<u>Fast-Track Concrete</u> <b>Aggregate Industries</b>	<u>Price Picked Up</u> N/A	<u>Price Delivered</u> \$117.00/CY
<b>Knife River Materials</b>	<b>\$114.00/CY</b>	<b>\$114.00/CY</b>
Kost Materials LLC	N/A	\$120.00/CY
Strata Corporation	N/A	\$118.00/CY
<u>Controlled Density Fill Concrete (CDF)</u> <b>Aggregate Industries</b>	<u>Price Picked Up</u> N/A	<u>Price Delivered</u> <b>\$88.00/CY</b>
Knife River Materials	\$89.00	\$89.00/CY
Kost Materials LLC	N/A	\$89.00/CY
Strata Corporation	N/A	\$91.00/CY
<u>Epoxy Coated 1/2" Re-Bar</u> <b>Brock White Company LLC</b>	<u>Price Picked Up</u> \$7.45 1/2"X20' #4	<u>Price Delivered</u> \$7.45 1/2"X20' #4
<b>Structural Materials INC</b>	<b>\$7.16 1/2"X20' #4</b>	<b>\$7.16 1/2"X20' #4</b>

**Recommendation:**

This office recommends that the RFP items be awarded as identified above. (RFP 18067).

Respectfully submitted,



Mark Williams  
 Fargo Public Works

**RFP RESULTS (RFP 18067) - AGGREGATE MATERIALS**

February 9, 2018

**Class 5/Ton**

Company	Delivered	Picked Up
Aggregate Industries	\$11.25	\$11.50
Asplin, Inc.	\$12.38	\$12.68
Northern Improvement	N/A	\$16.50
Strata	\$12.15	\$12.35
Knife River Materials	\$11.90	\$12.25

**FA2 Crushed Granite/Ton**

Company	Delivered	Picked Up
L.G. Everist	\$45.30	\$20.90

**FA2.5 Crushed Granite/Ton**

Company	Delivered	Picked Up
L.G. Everist	\$41.50	\$17.10

**Crushed/Recycled Concrete/Ton**

Company	Delivered	Picked Up
Aggregate Industries	\$16.00	\$12.00
Asplin, Inc.	\$16.50	\$12.50
Knife River	\$15.00	\$10.00
Strata	\$16.25	\$12.25

**Asphalt/Ton**

Company	Class 27	FAA 43	3/8 Minus	OmegaMix
FM Asphalt	\$48.50	\$53.50	N/A	N/A
Northern Improvement Co.	\$46.00	\$53.00	N/A	\$168.00

**Concrete/CY**

Company	4000 PSI	5000 PSI	Fast-Track	CDF
Aggregate Industries	\$104.00	\$110.00	\$117.00	\$88.00
	1 yd Minimum; \$100 minimum charge, less than 3 cy.			
Knife River	\$105.00	\$109.00	\$114.00	\$89.00
	1 yd Minimum; \$75 minimum charge, less than 3 cy.			
Kost Materials	\$108.00	\$114.00	\$120.00	\$89.00
	1 yd Minimum; \$75 minimum charge, less than 3 cy.			
Strata	\$109.00	\$114.00	\$118.00	\$91.00
	1 yd Minimum; \$75 minimum charge, less than 3 cy.			

**Re-Bar (1/2" Epoxy Coated)**

Company	Delivered	Bundle Size
Brock White	\$7.45/Stick	150
Structural Materials	\$7.16/Stick	150

**CRS-2 Emulsified Asphalt/Ton**

Company	Delivered	Picked Up
Flint Hills Resources	\$414.60	\$400.00

**CSS-1h Emulsified Asphalt/Ton**

Company	Delivered	Picked Up
Flint Hills Resources	\$400.00	\$414.60

**Topsoil**

Company	Delivered	Picked Up
Aggregate Industries	\$36.00	\$31.50
Asplin, Inc. (Regular)	\$13.61	\$11.22
Asplin, Inc. (Shredded)	\$20.80	\$16.78
Strata	\$20.00	N/A

25

February 21, 2018

The Honorable Board of City Commissioners  
City of Fargo  
200 N 3<sup>rd</sup> St  
Fargo, North Dakota 58102

**RE:** RFP for Water Main Materials, Miscellaneous Materials, Fire Hydrants/Parts, and Miscellaneous Street Materials

Commissioners:

On February 9, 2018, proposals were received for Water Main Materials, Miscellaneous Materials, Fire Hydrants and Fire Hydrant Parts, and Miscellaneous Street Materials. Totals for each section are calculated by individual unit costs.

The results are as follows:

**SECTION 1 (Repair Sleeves)**

DSG Waterworks	\$	<b>4,634.70</b>
Ferguson Waterworks	\$	<b>5,274.28</b>

**SECTION 2 (Misc. Materials)**

DSG Waterworks	\$	<b>15,210.17</b>
Ferguson Waterworks	\$	<b>15,759.36</b>

**SECTION 3 (Hydrant Repair Materials)**

Ferguson Waterworks	\$	<b>17,236.85</b>
DSG Waterworks	\$	<b>17,450.80</b>

**SECTION 4 (Misc. Street Materials)**

Ferguson Waterworks	\$	<b>2,536.15</b>
DSG Waterworks	\$	<b>2,660.35</b>

**RECOMMENDATION:** This office recommends the award of Section 1 and Section 2 to DSG Waterworks and the award of Section 3 and Section 4 to Ferguson Waterworks as lowest and best proposals. (RFP 18066)

Sincerely,



Mark Williams  
Public Works

Section I No.	- Repair Sleeves Item Description	Bidder:			DSG			Ferguson Waterworks			
		Unit	Price	Stock Item	3 Day Avail	Unit Price	Stock Item	3 Day Avail	Unit Price	Stock Item	3 Day Avail
1	4x8	EA	\$42.28 Y					\$42.73 Y			
2	4x10	EA	\$56.17 Y					\$53.75 N			N
3	4x12	EA	\$58.00 Y					\$52.22 Y			
4	4x16	EA	\$74.89 Y					\$72.80 Y			
5	4x20	EA	\$101.84 Y					\$106.31 Y			
6	4x24	EA	\$107.79 Y					\$106.31 N			N
7	4x30	EA	\$131.25 Y					\$181.21 N			N
8	6x8	EA	\$47.36 Y					\$47.20 Y			
9	6x10	EA	\$64.06 Y					\$63.95 Y			
10	6x12	EA	\$66.33 Y					\$62.81 Y			
11	6x16	EA	\$85.31 Y					\$86.59 Y			
12	6x20	EA	\$116.55 Y					\$104.49 Y			
13	6x24	EA	\$132.01 Y					\$131.49 Y			
14	6x30	EA	\$157.89 Y					\$200.38 N			N
15	6x36	EA	\$174.92 Y					\$256.41 Y			
16	8x8	EA	\$55.79 N				N	\$55.31 N			N
17	8x10	EA	\$72.37 N				N	\$67.16 N			N
18	8x12	EA	\$65.45 Y					\$73.98 Y			
19	8x16	EA	\$98.92 Y					\$101.44 Y			
20	8x20	EA	\$135.84 Y					\$119.76 Y			
21	8x24	EA	\$143.71 Y					\$149.11 Y			
22	8x30	EA	\$178.99 Y					\$230.23 N			N
23	8x36	EA	\$201.90 Y					\$272.75 N			N
24	10x8	EA	\$60.89 N				N	\$61.42 N			N
25	10x10	EA	\$81.97 N				N	\$80.81 N			N
26	10x12	EA	\$83.73 Y					\$86.73 Y			
27	10x16	EA	\$108.38 Y					\$123.51 Y			
28	10x20	EA	\$149.17 Y					\$147.86 Y			
29	10x24	EA	\$159.12 Y					\$174.57 Y			
30	10x30	EA	\$197.16 Y					\$258.07 N			N
31	10x36	EA	\$245.10 Y					\$312.35 N			N
32	12x8	EA	\$65.05 N				N	\$69.73 N			N
33	12x10	EA	\$91.27 N				N	\$97.11 N			N
34	12x12	EA	\$92.42 Y					\$87.26 Y			
35	12x16	EA	\$117.83 Y					\$132.61 Y			
36	12x20	EA	\$161.89 Y					\$175.39 N			N
37	12x24	EA	\$171.58 Y					\$187.47 N			N
38	12x30	EA	\$213.17 Y					\$270.05 N			N
39	12x36	EA	\$241.11 Y					\$326.09 N			N
40	Add for 3/4" to 1" Taps	EA	\$8.12 Y					\$16.47 N			N
41	Add for 1-1/4" to 2" Taps	EA	\$17.12 Y					\$28.39 N			N
<b>Grand Total</b>											
			\$4,634.70					\$5,274.28			

Section II	No.	Miscellaneous Material Item Description	Supplier:			Fargo Water Equipment			Ferguson Waterworks		
			Unit	Unit Price	Stock Item	3 Day Avail	Unit Price	Stock Item	3 Day Avail		
	1	3/4" Ball Valve Curb Stop	EA	\$77.64	N	N	\$64.58	Y			
	2	3/4" AY McDonald Ball Valve Curb Stop	EA	\$67.60	Y		\$69.27	Y			
	3	1" Ball Valve Curb Stop	EA	\$104.78	N	N	\$86.56	Y			
	4	1" AY McDonald Ball Valve Curb Stop	EA	\$91.22	Y		\$93.48	Y			
	5	1-1/2" Ball Valve Curb Stop	EA	\$204.01	Y		\$181.81	Y			
	6	2" Ball Valve Curb Stop	EA	\$330.04	Y		\$294.14	Y			
	7	3/4" Compression Ball Valve Curb Stop	EA	\$66.81	Y		\$66.53	Y			
	8	1" Compression Ball Valve Curb Stop	EA	\$92.88	Y		\$95.96	Y			
	9	1-1/2" Compression Ball Valve Curb Stop	EA	\$204.01	Y		\$192.08	Y			
	10	2" Compression Ball Valve Curb Stop	EA	\$315.82	Y		\$267.83	Y			
	11	3/4" Corporation Valve	EA	\$43.36	Y		\$44.52	Y			
	12	1" Corporation Valve	EA	\$55.63	Y		\$57.17	Y			
	13	3/4"x1" Corporation Valve	EA	\$51.97	N	N	\$54.99	Y			
	14	1-1/4" Corporation Valve	EA	\$125.83	Y		\$106.64	Y			
	15	1-1/2" Corporation Valve	EA	\$125.34	Y		\$111.71	Y			
	16	2" Corporation Valve	EA	\$218.95	Y		\$195.13	Y			
	17	1-1/2" Compression Corporation Valve	EA	\$131.71	Y		\$135.27	Y			
	18	2" Compression Corporation Valve	EA	\$217.85	Y		\$223.73	Y			
	19	3/4" Straight Three Part Union	EA	\$15.55	Y		\$15.99	Y			
	20	3/4"x1" Straight Three Part Union	EA	\$16.87	Y		\$17.28	N			
	21	3/4"x1" Straight Three Part Union	EA	\$23.05	Y		\$23.67	Y			
	22	3/4" Quarter Bend Three Part Union	EA	\$29.46	N	N	\$17.02	Y			
	23	3/4" Quarter Bend Three Part Union	EA	\$16.59	Y		\$17.68	N			
	24	3/4" Quarter Bend Coupling	EA	\$22.04	N	N	\$17.68	N			
	25	3/4" Quarter Bend Coupling	EA	\$24.44	Y		\$17.68	N			
	26	1" Straight Three Part Union	EA	\$27.24	Y		\$27.98	Y			
	27	1" Straight Three Part Union CTS	EA	\$19.30	Y		\$19.81	Y			
	28	1" Eighth Bend Three Part Union	EA	\$42.92	N	N	\$28.38	Y			
	29	1" Quarter Bend Three Part Union	EA	\$27.61	Y		\$28.38	Y			
	30	1" Eighth Bend Coupling, swivel nutflared end	EA	\$30.04	Y		\$29.97	Y			
	31	1" Quarter Bend Coupling	EA	\$34.51	Y		\$29.97	Y			
	32	1-1/2" Straight Three Part Union, Both ends CTS	EA	\$64.55	Y		\$66.30	Y			
	33	1-1/2" Straight Three Part Union, copper flare both	EA	\$81.76	Y		\$84.00	Y			
	34	2" Straight 3-Part Union, copper flare both	EA	\$87.16	Y		\$89.50	Y			
	35	2" Straight 3-Part Union, copper flar nut both	EA	\$133.43	Y		\$137.03	Y			
	36	3/4"x1" Straight Coupling	EA	\$18.65	Y		\$19.13	Y			
	37	1"x3/4" Straight Coupling	EA	\$18.46	Y		\$18.96	Y			
	38	1" Eight Bend Coupling, copper flare x copper flare	EA	\$30.04	Y		\$29.97	N			
	39	3/4" Solid Copper Disc	EA	\$1.28	Y		\$1.32	Y			
	40	1" Solid Copper Disc	EA	\$1.70	Y		\$1.74	Y			
	41	3/4" Service Tee	EA	\$29.21	Y		\$29.99	N			
	42	1" Service Tee	EA	\$49.00	Y		\$50.36	Y			

Section II	(cont)	Miscellaneous Material	Supplier:		Fargo Water Equipment		Ferguson Waterworks	
			Supplier:	Stock Item	3 Day Avail	Stock Item	3 Day Avail	
43		1-1/2" 8' Bury Stop Box	EA		\$45.69 Y		\$45.79 Y	
44		1-1/2" 7' Bury Stop Box	EA		\$59.95 N	N	\$56.98 N	N
45		1-1/2" Stop Box Bushing	EA		\$3.93		\$3.02	
46		3/4" Type K Cu	LF		\$3.13 Y		\$3.49 Y	
47		1" Type K Cu	LF		\$4.08 Y		\$3.78 Y	
48		2" Type K Cu	LF		\$10.29 Y		\$9.04 Y	
49		4" C900 PVC	LF		\$1.99 Y		\$2.12 Y	
50		6" C900 PVC	LF		\$3.93 Y		\$4.23 Y	
51		8" C900 PVC	LF		\$6.81 Y		\$7.32 Y	
52		10" C900 PVC	LF		\$10.21 Y		\$10.99 Y	
53		12" C900 PVC	LF		\$14.42 Y		\$15.52 Y	
54		4" SDR 35 PVC Sewer	LF		\$0.82 Y		\$0.88 Y	
55		6" SDR 35 PVC Sewer	LF		\$1.76 Y		\$1.91 Y	
56		8" SDR 35 PVC Sewer	LF		\$3.16 Y		\$3.41 Y	
57		4" Flexible Sewer Coupling	EA		\$4.57 Y		\$19.48 Y	
58		6" Flexible Sewer Coupling	EA		\$9.77 Y		\$45.32 Y	
59		4" Non-Flexible Sewer Coupling	EA		\$19.94 Y		\$7.58 Y	
60		6" Non-Flexible Sewer Coupling	EA		\$32.64 Y		\$15.12 Y	
61		4" Gate Valve MJ	EA		\$402.61 Y		\$467.63 Y	
62		6" Gate Valve MJ	EA		\$514.04 Y		\$597.05 Y	
63		8" Gate Valve MJ	EA		\$818.07 Y		\$950.17 Y	
64		10" Gate Valve MJ	EA		\$1,275.24 Y		\$1,481.08 Y	
65		12" Gate Valve MJ	EA		\$1,613.66 Y		\$1,874.25 Y	
66		4" Gate Valve Alpha	EA		\$462.66 Y		\$490.00 Y	
67		6" Gate Valve Alpha	EA		\$590.46 Y		\$625.37 Y	
68		8" Gate Valve Alpha	EA		\$916.33 Y		\$970.49 Y	
69		10" Gate Valve Alpha	EA		\$1,422.64 Y		\$1,506.73 Y	
70		12" Gate Valve Alpha	EA		\$1,799.27 Y		\$1,905.62 Y	
71		4" MJ Gasket	EA		\$2.09 Y		\$2.05 Y	
72		6" MJ Gasket	EA		\$2.46 Y		\$2.74 Y	
73		8" MJ Gasket	EA		\$2.73 Y		\$2.98 Y	
74		10" MJ Gasket	EA		\$3.85 Y		\$3.54 Y	
75		12" MJ Gasket	EA		\$4.53 Y		\$5.69 Y	
76		Gate Valve Box (2 piece w/ lid & insert)	EA		\$138.14 Y		\$113.00 Y	
77		Gate Valve Box (Top Section)	EA		\$33.95 Y		\$40.90 Y	
78		Gate Valve Box (Lid Only) (Tyler Only)	EA		\$12.97 Y		\$12.29 Y	
79		Right Height Valve Box Adapters	EA		\$28.39 Y		\$15.37 Y	
80		1" Gate Valve Box Riser	EA		\$4.87 Y		\$4.26 Y	
81		1 1/2" Gate Valve Box Riser	EA		\$7.57 Y		\$6.38 Y	
82		2" Gate Valve Box Riser	EA		\$9.73 Y		\$9.58 Y	
83		3" Gate Valve Box Riser	EA		\$11.89 Y		\$12.77 Y	
84		3/4"s/3/4" Lead/Copper Coupling(Flared)	EA		\$24.54 Y		\$26.64 Y	

<b>Section II</b>		<b>Supplier:</b>		<b>Ferguson Waterworks</b>	
<b>(cont) - Miscellaneous Material</b>		<b>Fargo Water Equipment</b>		<b>Stock Item 3 Day Avail</b>	
85	3/4"xs/3/4" Lead/Copper Coupling(Flared)	EA	\$28.99 Y		\$31.47 Y
86	3/4"xs1" Lead/Copper Coupling(Flared)	EA	\$41.45 Y		\$44.98 Y
87	1"xs1" Lead/Copper Coupling(Flared)	EA	\$36.45 Y		\$39.58 Y
88	5/8"xs/3/4" Lead/Copper Coupling(Flared)	EA	\$22.97 Y		\$24.92 Y
89	3/4"xs/3/4" Lead/Copper Coupling (Flared)	EA	\$34.17 Y		\$37.12 Y
90	1 1/2" Curb Box Lid with Cast Iron Plug	EA	\$7.82 N	N	\$10.16 Y
91	1 1/2" Cast Iron Curb Box Plug	EA	\$1.99 Y		\$2.00 Y
92	4" Romac Macro	EA	\$217.80 Y		\$171.60 Y
93	6" Romac Macro	EA	\$287.43 Y		\$221.96 Y
94	8" Romac Macro	EA	\$325.49 Y		\$252.27 Y
95	12" Romac Macro	EA	\$495.52 Y		\$380.21 Y
<b>Grand Total</b>			<b>\$15,210.17</b>		<b>\$15,759.36</b>

<b>Section III</b>		<b>Supplier:</b>		<b>Ferguson Waterworks</b>	
<b>- Part 1 - Fire Hydrants &amp; Fire Hydrant Parts</b>		<b>Fargo Water Equipment</b>		<b>Stock Item 3 Day Avail</b>	
<b>No.</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
1	5" Hydrant, 7'6" Depth (Pacer)	EA	\$2,751.36 Y		\$2,652.64 Y
2	5" Hydrant, 7'6" Depth Alpha ( Pacer )	EA	\$2,789.57 Y		\$2,689.48 N
3	5" Hydrant, 8'0" Depth (Pacer)	EA	\$2,723.18 Y		\$2,704.25 Y
4	5" Hydrant, 8'6" Depth (Pacer)	EA	\$2,859.10 Y		\$2,756.53 Y
5	5" Hydrant, 8'6" Depth Alpha (Pacer)	EA	\$2,897.31 Y		\$2,793.37 N
6	O-Ring (3)	EA	\$5.68 Y		\$5.88 Y
7	Drain Plunger (7)	EA	\$27.68 Y		\$28.69 Y
8	Lower Operating Nut (17A)	EA	\$58.90 Y		\$61.05 N
9	Upper Operating Nut (17B)	EA	\$78.07 Y		\$80.91 Y
10	Crossarm-Bronze, (30)	EA	\$97.93 Y		\$101.52 Y
11	Valve Seat w/#3 and #77 (31)	EA	\$325.74 Y		\$337.65 N
12	Upper Valve Washer-Piloted (34)	EA	\$38.32 Y		\$133.88 Y
13	Main Valve-Urethane (35)	EA	\$56.77 Y		\$58.85 Y
14	Lower Valve Washer-Standard (36)	EA	\$75.94 Y		\$78.71 Y
15	Lower Valve Washer-Epoxy (36)	EA	\$75.94 Y		\$78.71 Y
16	Support with #59 (56)	EA	\$176.71 Y		\$183.17 N
17	Standpipe Flange (63)	EA	\$79.92 Y		\$85.33 Y
18	Flange Lock Ring (64)	EA	\$21.30 N	Y	\$14.71 Y
19	Coupling Sleeve Half (67)	EA	\$24.84 Y		\$25.74 Y
20	Coupling Sleeve Half-Bronze (67)	EA	\$37.21 N	Y	\$39.72 Y
21	Upper Rod Assembly w/Stud & Nuts (71)	EA	\$133.67 N	Y	\$142.71 N
22	Support Gasket (84)	EA	\$8.51 Y		\$8.83 Y
23	Coupling Nut (87)	EA	\$3.55 Y		\$3.68 Y
24	Coupling Stud (88)	EA	\$7.80 Y		\$8.10 Y
25	Upper Standpipe Gasket-Lipped (92)	EA	\$8.51 Y		\$8.83 Y
26	Valve Seat Insert-Bronze (97)	EA	\$232.88 N	Y	\$248.64 Y

<b>Section III</b>	
<b>(cont) - Part 1 - Fire Hydrants &amp; Fire Hydrant Parts</b>	
27	Breakable Flange (113)
28	Conversion Flange

<b>Supplier:</b>	<b>Fargo Water Equipment</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
EA	\$46.13 Y		
EA	\$71.68 Y		

<b>Ferguson Waterworks</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
	\$47.82 Y	
	\$49.28 N	N

<b>Section III</b>	
<b>- Part 2 - Fire Hydrants &amp; Fire Hydrant Parts</b>	
<b>No.</b>	<b>Item Description</b>
1	Operating Nut (62-1)
2	Housing O-Ring (62-2-2)
3	Housing Cover Gasket (62-13)
4	Housing Gasket (62-14)
5	Snap Ring (62-29-14)
6	Breakable Flange (62-29-15)
7	Traffic Model Rod Coupling (62-29-30)
8	Rod Coupling Pin & Clip Pins (62-29-31)
9	Spring (62-30-03)
10	Spring Plate (62-62-04)
11	Spring Plate Pin (62-30-07)
12	Upper Rod (62-30-11)
13	Lower Rod Stem (62-30-12)
14	Drain Lever (62-31)
15	Hydrant Seat w/O-Ring (62-35-OR) Drain Lever
16	Seat O-Ring (Outside) (62-36-2)
17	Seat O-Ring (Inside) (62-36-3)
18	Barrel Gasket (62-38-1)
19	Valve Top (62-40)
20	Hydrant Valve (62-41)
21	Valve Bottom (62-42)
<b>Grand Total</b>	

<b>Supplier:</b>	<b>Fargo Water Equipment</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
		EA	\$224.96 Y		
		EA	\$7.80 Y		
		EA	\$7.80 Y		
		EA	\$7.80 Y		
		EA	\$21.30 Y		
		EA	\$61.03 Y		
		EA	\$55.35 Y		
		EA	\$7.80 Y		
		EA	\$82.32 Y		
		EA	\$8.51 Y		
		EA	\$8.51 Y		
		EA	\$195.87 Y		
		EA	\$257.69 N		N
		EA	\$161.81 Y		
		EA	\$347.03 Y		
		EA	\$20.59 Y		
		EA	\$14.19 Y		
		EA	\$7.80 Y		
		EA	\$55.35 Y		
		EA	\$85.16 Y		
		EA	\$97.93 Y		
			<b>\$17,450.80</b>		

<b>Ferguson Waterworks</b>	<b>Unit Price</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
	\$233.19 N		N
	\$8.09 Y		
	\$8.09 Y		
	\$8.09 N		N
	\$22.06 Y		
	\$63.27 Y		
	\$57.38 Y		
	\$8.10 Y		
	\$85.33 Y		
	\$8.83 Y		
	\$203.03 N		N
	\$275.12 N		N
	\$167.72 Y		
	\$359.72 Y		
	\$21.33 Y		
	\$14.71 Y		
	\$8.10 Y		
	\$57.38 Y		
	\$88.28 Y		
	\$101.52 Y		
			<b>\$17,236.85</b>

<b>Section IV</b>	
<b>- Miscellaneous Street Materials</b>	
<b>No.</b>	<b>Item Description</b>
1	26" Round Manhole Frame 4"
2	26" Round Manhole Frame 7"
3	26" Round Floating Manhole Frame(S-L asphalt)
4	26" Round Floating Manhole Frame(S-L concrete)
5	26" Round Floating manhole lid sanitary
6	26" round Storm Sewer Lid
7	26" Round Storm Sewer Beehive Grate 6"
8	26" Round Radial Flat Grate Lid
9	26" Self-Sealing Sanitary Sewer Lid
10	2x2' Inlet Frame
11	2x2' Inlet Grate

<b>Supplier:</b>	<b>Fargo Water Equipment</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
		EA	\$126.90 Y		
		EA	\$133.82 Y		X
		EA	\$751.51 Y		
		EA	\$658.78 Y		
		EA	\$113.05 Y		X
		EA	\$107.28 Y		X
		EA	\$168.43 Y		
		EA	\$100.36 Y		X
		EA	\$113.05 Y		X
		EA	\$231.87 Y		
		EA	\$81.91 Y		X

<b>Ferguson Waterworks</b>	<b>Unit Price</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
	\$122.27 Y		
	\$140.62 Y		
	\$618.59 Y		
	\$623.43 Y		
	\$131.05 Y		
	\$114.70 Y		
	\$115.99 Y		
	\$127.76 Y		
	\$131.05 Y		
	\$169.98 Y		
	\$161.61 Y		



**Section IV**

**(cont) - Miscellaneous Street Materials**

		<b>Supplier:</b>	<b>Fargo Water Equipment</b>	<b>Stock Item</b>	<b>3 Day Avail</b>	<b>Ferguson Waterworks</b>	<b>Stock Item</b>	<b>3 Day Avail</b>
12	24" Round MH Adj Ring HDPE (24"x1-1/4)	EA	\$15.90	Y		\$15.46	Y	
13	24" Round MH Adj Ring HDPE (24"x1-1/2)	EA	\$15.90	Y		\$18.01	Y	
14	24" Slope Round MH Adj Ring HDPE (24"x3/4-1-1/2)	EA	\$15.90	Y		\$18.71	Y	
15	24"x36" Slope MH Adj Ring HDPE(24"x1-1/4to2-3/4)	EA	\$25.69	Y	X	\$26.92	Y	

**Grand Total**

\$2,660.35

\$2,536.15

**Low Bid (Section 1):**

**Low Bid (Section 2):**

**Low Bid (Section 3):**

**Low Bid (Section 4):**

**DSG Waterworks**

**DSG Waterworks**

**Ferguson Waterworks**

**Ferguson Waterworks**

REPORT OF ACTIONUTILITY COMMITTEE

26a-c

Project No. WA1301

Type: Project WA1301 Change  
Orders – All Three Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 2/21/18 (Electronic Email Vote)

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/26/18</u>
Project File	<u>                    </u>

This topic was discussed at the February 1, 2018 Utility Committee meeting. Troy Hall, Water Utility Director, presented the attached memo (draft on February 1) related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (General Contractor), Wrigley Mechanical, Inc. (Mechanical Contractor), and JDP Electric, Inc. (Electrical Contractor). The total proposed cost increase is \$295,035.27. All of the changes under this item relate to mechanical (HVAC) changes, but impacted all contractors. As detailed in the attached memo, Black & Veatch will be making a cash contribution of \$163,000 toward the HVAC changes. Thus, the net cost to the City of Fargo for the recommended changes is \$132,035.27. Overall, Water Utility staff suggests that the MWTP construction project is going well and about a month behind schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 3.11% from the original bid price. However, only 1.94% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.16% of changes were implemented related to capacity increases with West Fargo water service. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

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

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

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	14	\$63,662.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	12	\$157,582.27
No. 3 – Electrical Construction	JDP Electric, Inc.	7	\$73,791.00
<b>TOTAL</b>			<b>\$295,035.27</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,754,085.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,801,408.29
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,356,684.00
<b>TOTAL</b>		<b>\$106,912,177.34</b>

With the B&V contribution of a check for \$163,000, the net City of Fargo cost for the recommended mechanical changes will be \$132,035.27 (\$295,035.27 minus \$163,000). Change order approval will close the chapter related to the HVAC design.

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

**MOTION:**

On a motion by Bruce Grubb, seconded by Brian Ward, the Utility Committee voted to approve the proposed change orders with all three contractors in a total amount of \$295,035.27 for the Membrane Water Treatment Plant.

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

ATTEST:

  
 \_\_\_\_\_  
 Troy B. Hall  
 Water Utility Director

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

**Troy Hall**

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**From:** Troy Hall  
**Sent:** Wednesday, February 21, 2018 7:00 AM  
**To:** Tony Gehrig; Bruce Grubb; Kent Costin; Mark Bittner; Benjamin Dow; Terry Ludlum; James Hausauer; Brenda Derrig; Brian Ward; Mark Miller; Scott Liudahl; Troy Hall  
**Subject:** Electron Vote Request – WA1301 Change Orders - MWTP HVAC Changes  
**Attachments:** PowerPoint - Feb18 - WA1301 Change Orders.pdf; Utility Committee - Feb18m - WA1301 Change Order - Membrane WTP.pdf

Utility Committee Members:

I would appreciate a motion, second, and vote on change orders with all three contractors regarding HVAC changes for Membrane Water Treatment Plant (MWTP) construction. I presented PowerPoint slides on this matter at the February 1, 2018 Utility Committee (UC) meeting. This was to avoid a special Utility Committee meeting later in February. I have attached a full report and PowerPoint slides for your review.

Black & Veatch (B&V) is making a funding contribution of \$163,000 to the HVAC changes to correct for the initial design. The overarching goal is fairness to both City of Fargo and B&V, conceptually attaining a final HVAC cost for the City of Fargo that compares to what an initial bid should have been under an appropriate design. This topic has been ongoing for over a year as we have been awaiting final contractor costs. Now, we have final costs.

B&V personnel are working to cut a check from B&V to the City of Fargo in the amount of \$163,000. We have requested B&V write check instead of deducting monthly engineering fees (as presented at UC meeting). A check is cleaner and more defensible from an audit perspective because we have a federal State Revolving Fund (SRF) loan for the MWTP project. Once final costs were available, the quantified cost for HVAC-related rework was reduce from the estimate I presented on February 1 (\$100,000 → \$34,000), but B&V raised the incremental contribution from 10% to 13% (\$88,000 → \$129,000). Writing a check to the City of Fargo for \$163,000 will take addition time, requiring internal B&V approvals, legal reviews, and insurance considerations. However, I recommend we move ahead on the related contractor change orders at this time. All changes have been toward the goal of a robust, flexible HVAC installation.

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	14	\$63,662.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	12	\$157,582.27
No. 3 – Electrical Construction	JDP Electric, Inc.	7	\$73,791.00
<b>TOTAL</b>			<b>\$295,035.27</b>

As discussed in past Utility Committee meetings, the following are typical observations and goals for change order cost increases in the industry at project completion:

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

If approving the attached Change Orders (CO), statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **2.82%**
- Adjusted Value Prior to Current CO Recommendations: **1.66%**

- After Current CO Recommendations: **3.11%**
- Adjusted Value After Current CO Recommendations: **1.94%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

**With the B&V contribution of a \$163,000 check, the net amount of the remaining mechanical changes will be \$132,035.27 (\$295,035.27 minus \$163,000). Change order approval will close the chapter related to the HVAC design.**

**Suggested Motion: Approve change orders with all three contractors in the total \$295,035.27 for project WA1301.**

I appreciate your consideration on the important matter.

Troy



## MEMORANDUM

February 21, 2018

To: Utility Committee

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

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to all three contracts at this time. Letters of explanation from AE2S and change order forms are attached.

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

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

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,690,423.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,643,826.02
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>\$17,282,893.00</u>
<b>TOTAL</b>		<b>\$106,617,142.07</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	14	\$63,662.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	12	\$157,582.27
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>7</u>	<u>\$73,791.00</u>
<b>TOTAL</b>			<b>\$295,035.27</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,754,085.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,801,408.29
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,356,684.00
<b>TOTAL</b>		<b>\$106,912,177.34</b>



Air Handling Unit in MWTP Lower Level Reverse Osmosis Pump Room. Photo from January 29, 2017.

**MWTP Project Status Related Change Orders and Overall Cost**

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

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

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

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

- Prior to Current CO Recommendations: **2.82%**
- Adjusted Value Prior to Current CO Recommendations: **1.66%**
- After Current CO Recommendations: **3.11%**
- Adjusted Value After Current CO Recommendations: **1.94%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

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

#### **Mechanical (HVAC) Design**

Changes for all three contractors under this item are related to an HVAC redesign while MWTP construction was taking place. It was recognized the spring of 2016 that there was an atypical number of Requests for Information (RFIs) related to the HVAC system for the MWTP. This was traced to staffing changes at Black & Veatch during final design of the HVAC system. Following the discovery of HVAC deficiencies, Black & Veatch fully reviewed and redesigned HVAC system while construction was in progress (at no cost to the City).

It is the opinion of Water Utility staff that Black & Veatch took an honorable approach to remedy the HVAC design with the City of Fargo from a design and financial perspective. This also enabled a more robust HVAC design to serve the MWTP far into the future for energy efficiency, performance, and flexibility. Black & Veatch will be compensating the City of Fargo \$163,000 to cover all contractor rework and 13 percent of incremental costs for contractor work completed after the re-design. The \$163,000 contribution from Black & Veatch will be a check from Black & Veatch to the City of Fargo to arrive at a later date.

Since the HVAC issues were discovered by Spring, 2016, much of the contractor work has already been completed via Work Change directive. The HVAC-related change orders with all three contractors would be recommended by Water Utility staff with or without the Black & Veatch contribution. They will result in a better HVAC design for the long-term. Therefore, Water Utility staff is recommending the changes at this time because all of the contractor costs are finalized and available.



There has been a disproportionate percentage of change order costs for Contract No. 2 (Mechanical Construction) in the MWTP construction. The mechanical redesign is a factor in this. Assuming approval of the attached change orders, the following are statistics for change order costs increases by contractor:

<u>Contract</u>	<u>Bid Price</u>	<u>Current Contract</u>	<u>Percent Change</u>
No. 1 – General Construction	\$80,044,884.00	*\$80,835,031.05	0.99%
No. 2 – Mechanical Construction	\$6,824,000.00	\$7,801,408.29	14.32%
No. 3 – Electrical Construction	\$16,821,411.00	*\$17,069,153.00	1.47%

\* This excludes costs for the 7<sup>th</sup> Reverse Osmosis skid and additional Generator Switchgear that were added after the West Fargo water service agreement was approved.

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

#### Detailed Summary of Change Orders

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

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Improvements to building related to HVAC redesign		Numerous Modifications
	*Additional block out openings		
	*Grating between building levels		
	*Modifications to louver sizing		
	*Modifications to duct openings at various locations		
	* Fuel day tank vent reroute to City Code		
<u>Total Cost (Black &amp; Veatch contributing \$188,000 to assist City)</u>		<u>\$63,662.00</u>	<u>HVAC Redesign</u>
<b>Total – Contract No. 1 Change for Change Order No. 14</b>		<b>\$63,662.00</b>	

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

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Improvements to mechanical systems related to HVAC redesign		Numerous Modifications
	*Improve ventilation to several hallways and rooms		
	*Increase size of dehumidifiers and some air handling units		
	*Modify air handling units for economizer air intake for energy efficiency		
	*Adjust air supply system to help mitigate under-pressurization in many area		
	*Revise fans and pumps for more optimal performance on system curves		
	*More robust controls and instrumentation for energy efficiency/operational flexibility		
<u>Total Cost (Black &amp; Veatch contributing \$188,000 to assist City)</u>		<u>\$157,582.27</u>	<u>HVAC Redesign</u>
<b>Total – Contract No. 2 Change for Change Order No. 12</b>		<b>\$157,582.27</b>	

The cost impact to Contract No. 3 with JDP Electric, Inc. is summarized in the following:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Improvements to Electrical System related to HVAC Redesign *Modify Operating Level HVAC MCCs *Modify Lower Level HVAC MCCs		Numerous Modifications
<b>Total Cost (Black &amp; Veatch contributing \$188,000 to assist City)</b>		<b>\$73,791.00</b>	<b>HVAC Redesign</b>
<b>Total – Contract No. 3 Change for Change Order No. 7</b>		<b>\$73,791.00</b>	

**Plan of Financing**

The contract changes under this agenda item will result in an overall cost increase of \$295,035.27 for MWTP construction. Black & Veatch is working on contributing \$163,000 to the City of Fargo in the form of a check to arrive at a later date. The \$163,000 will cover 100% of contractor rework and 13% of incremental cost increases for construction related to the HVAC redesign. Thus, the net increase to the City of Fargo related to these construction contract changes is \$132,035.27 under this item when considering the Black & Veatch contribution.

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

**SUGGESTED MOTION:**

Approve the contract change orders with all three contractors in the total amount of \$295,035.27 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



February 20, 2018

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

**Re: Change Order No. 14**  
**Contract No. 1 Fargo Membrane WTP and Improvements**  
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 14 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. Changes for Contract No. 1 will include additional blockout openings and grating between building levels, modifications to louver sizing, and modifications to duct openings at various locations in association with the mechanical changes under Contract No. 2 that will improve ventilation, mitigate under-pressurization in areas of the building, and promote better operational flexibility and overall energy efficiency of the HVAC system.

The cost impact to Contract No. 1 will be an increase of **\$63,662.00**.

Upon the City of Fargo's acceptance of Change Order No. 14, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Ben Julson, PE  
Project Engineer

# Change Order

No. 14

Date of Issuance: 02/20/2018 Effective Date: 02/26/2018

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

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

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 80,044,884.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 13:

\$ 1,645,539.05

Contract Price prior to this Change Order:

\$ 81,690,423.05

[Increase] [Decrease] of this Change Order:

\$ 63,662.00

Contract Price incorporating this Change Order:

\$ 81,754,085.05

**CHANGE IN CONTRACT TIMES:**

Original Contract Times:  Working days  Calendar days

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

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

— Substantial completion (days): \_\_\_\_\_

— Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

ACCEPTED:

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract No. 1 - Change Order No. 14 Description of Work**

The following is a description of the work contained within Change Order No. 14:

1. With the mechanical changes under Contract No. 2 that will improve ventilation, mitigate under-pressurization in areas of the building, and promote better operational flexibility and overall energy efficiency of the HVAC system, the associated changes for Contract No. 1 will include additional blockout openings and grating between building levels, modifications to louver sizing, and modifications to duct openings at various locations.

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

<u>Item</u>	<u>Cost</u>
1. PCO 138 - Mechanical Design Changes	\$63,662.00
<b>Total for Change Order No. 14 =</b>	<b>\$63,662.00</b>



February 20, 2018

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

**Re: Change Order No. 12  
Contract No. 2 Fargo Membrane WTP and Improvements  
City of Fargo Project #WA1301**

Dear Mr. Hall:

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

1. The mechanical changes will improve ventilation in several hallways and rooms throughout the plant based on revised equipment heat loads, increase the size of the dehumidifiers and some air handling units to support the revised air duct sizes, modify the air handling units to accommodate economizer air intake for more energy efficient plant heating and cooling, adjust the air supply systems to better mitigate under-pressurization in many areas that would make opening and closing doors challenging, revise fans and pumps for more optimal performance on their system curves, promote better operational flexibility and overall system energy efficiency by adding more robust controls and instrumentation.

The cost impact to Contract No. 2 will be an increase of **\$157,582.27**

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

Sincerely,

AE2S

A handwritten signature in blue ink that reads "Ben Julson". The signature is written in a cursive, flowing style.

Ben Julson, PE  
Project Engineer

# Change Order

No. 12

Date of Issuance: 02/20/2018 Effective Date: 02/26/2018

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

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

Description: See attached Description of Work.

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Attachments: Description of Work  
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>6,824,000.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>11</u> :  \$ <u>819,826.02</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : — Substantial completion (days): _____ — Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>7,643,826.02</u>	Contract Times prior to this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ <u>157,582.27</u>	[Increase] [Decrease] of this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  \$ <u>7,801,408.29</u>	Contract Times with all approved Change Orders: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____

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

**Contract No. 2 - Change Order No. 12 Description of Work**

The following is a description of the work contained within Change Order No. 12:

1. The mechanical changes will improve ventilation in several hallways and rooms throughout the plant based on revised equipment heat loads, increase the size of the dehumidifiers and some air handling units to support the revised air duct sizes, modify the air handling units to accommodate economizer air intake for more energy efficient plant heating and cooling, adjust the air supply systems to better mitigate under-pressurization in many areas that would make opening and closing doors challenging, revise fans and pumps for more optimal performance on their system curves, promote better operational flexibility and overall system energy efficiency by adding more robust controls and instrumentation.

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

<u>Item</u>	<u>Cost</u>
1. PCO 124 - Mechanical Changes	\$157,582.27
<b>Total for Change Order No. 12 =</b>	<b>\$157,582.27</b>





February 20, 2018

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

**Re: Change Order No. 7  
Contract No. 3 Fargo Membrane WTP and Improvements  
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 7 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. Both the Operating Level and Lower Level HVAC MCCs will have modifications associated with the mechanical changes under Contract No. 2 that will improve ventilation, mitigate under-pressurization in areas of the building, and promote better operational flexibility and overall energy efficiency of the HVAC system.

The cost impact to Contract No. 3 will be an increase of **\$73,791.00**.

Upon the City of Fargo's acceptance of Change Order No. 7, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and JDP and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

**AE2S**

A handwritten signature in blue ink that reads "Ben Julson". The signature is fluid and cursive.

Ben Julson, PE  
Project Engineer

Attachments

# Change Order

No. 7

Date of Issuance: 02/20/2018 Effective Date: 02/26/2018

Project: Fargo Membrane WTP and Improvements	Owner: City of Fargo	Owner's Contract No.: WA1301
Contract: Contract No. 3 – Electrical Construction		Date of Contract: 04/27/2015
Contractor: JDP Electric Inc.		Engineer's Project No.: P00803-2009-25

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

Description: See attached Description of Work

Attachments: Description of Work  
Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>16,821,411.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>6</u> :  \$ <u>461,482.00</u>	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : — Substantial completion (days): _____ — Ready for final payment (days): _____
Contract Price prior to this Change Order:  \$ <u>17,282,893.00</u>	Contract Times prior to this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order:  \$ <u>73,791.00</u>	[Increase] [Decrease] of this Change Order: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____
Contract Price incorporating this Change Order:  \$ <u>17,356,684.00</u>	Contract Times with all approved Change Orders: — Substantial completion (days or date): _____ — Ready for final payment (days or date): _____

<b>RECOMMENDED:</b>  By: _____ Engineer (Authorized Signature)  Date: _____  Approved by Funding Agency (if applicable): _____	<b>ACCEPTED:</b>  By: _____ Owner (Authorized Signature)  Date: _____	<b>ACCEPTED:</b>  By: _____ Contractor (Authorized Signature)  Date: _____  Date: _____
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**Contract No. 3 - Change Order No. 7 Description of Work**

The following is a description of the work contained within Change Order No. 7:

1. With the mechanical changes under Contract No. 2 that will improve ventilation, mitigate under-pressurization in areas of the building, and promote better operational flexibility and overall energy efficiency of the HVAC system, the associated changes for Contract No. 3 will include modifications to both the Operating Level and Lower Level HVAC MCCs.

The cost impact to Contract No. 3 is summarized in the following:

<u>Item</u>	<u>Cost</u>
1. PCO 258 – Electrical Related HVAC Changes	\$73,791.00
<b>Total for Change Order No. 7 =</b>	<b>\$73,791.00</b>



**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

27

February 22, 2018

Honorable Board of City Commissioners  
City of Fargo  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**Subject:** Sole Source Procurement of SCADA Network Equipment

Dear Commissioners:

Water Utility staff and AE2S have a cost of \$73,223.07 from Connection for the procurement of Supervisory Control and Data Acquisition (SCADA) network equipment for the Membrane Water Treatment Plant (MWTP). The SCADA system involves Programmable Logic Controllers (PLCs) in a network connected to both process equipment and servers for Water Utility staff interface. For reliability, the network is standardized on Cisco network equipment and HP servers.

The Sole Source request was approved by the Finance committee on February 22, 2018. In the Membrane Water Treatment Plant (MWTP), the specification state that the network equipment will be City-provided. Funding for the SCADA network equipment will be from rate reserves, Fund 501/Division 3055. This has been approved by both the Finance Committee and the Utility Committee.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall  
Water Utility Director

C: Bruce Grubb, City Administrator

**SUGGESTED MOTION:**

Approve sole source of Membrane Water Treatment Plant SCADA network equipment from Connection in the amount of \$73,223.07.



# 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:

Cisco Network Equipment & HP Servers (use lowest quote of 3 vendors - awaiting last vendor)

Estimated Dollar Amount of Purchase:

\$73,223.07

The project/service is required to:

This sole source request is for Supervisory Control and Data Acquisition (SCADA) network equipment (Cisco) and servers (HP) for the Membrane Water Treatment Plant (MWTP). Start-up of the MWTP is scheduled to begin in March and some this equipment needs to be installed at this time. The SCADA network has different equipment compared to the Administrative Network and is managed differently. Since the SCADA network operates differently, the SCADA equipment is specified by AE2S as the SCADA integrator for the Fargo Water Utility. Cisco switched and network equipment will be used since they support industrial Allen-Bradley control networks. HP is the AE2S standard for servers. This equipment is requested to be funded with Fund 501 Reserves (Fund 501, Division 3055).

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

The SCADA network operates and is managed differently compared to the City of Fargo Administrative Network, managed by the I.S. Department. The SCADA network equipment is specified by AE2S and will support consistency with computer network and Programmable Logic Controller (PLC) network in the existing Water Treatment Plant. Cisco switched and network equipment will be used since they support industrial Allen-Bradley control networks. HP is the AE2S standard for servers.

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

The SCADA network is not managed by the I.S. Department and uses different equipment. The equipment needs to be consistent with the network in the existing water treatment plant. Cisco switched and network equipment will be used since they support industrial Allen-Bradley control networks. HP is the AE2S standard for servers. Water Utility staff asked AE2S to attain pricing from three different vendors for this equipment. Three quotes were attained by AE2S for this equipment as follows:

CDW: \$75,202.21  
Insight: \$55,674.45 (not all costs received)  
Connection: \$73,223.07

The lowest price quote is recommended by Water Utility staff.

**\*\*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)

The SCADA network is not managed by the I.S. Department and uses different equipment. The equipment needs to be consistent with the network in the existing water treatment plant. Cisco switched and network equipment will be used since they support industrial Allen-Bradley control networks. HP is the AE2S standard for servers. Water Utility staff asked AE2S to attain pricing from three different vendors for this equipment. Three quotes were attained by AE2S for this equipment as follows:

CDW: \$75,202.21  
Insight: \$55,674.45 (not all costs received)  
Connection: \$73,223.07

The lowest price quote is recommended by Water Utility staff.

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

N/A

Signature: T.B. Hall  
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 2/20/18

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.

TBH (Requestor initials)



<b>Fargo Membrane WTP Network Equipment Requirements - Owner Furnished Items</b> Rev.1								
DISTRIBUTION EQUIPMENT	QUANTITY	UNIT	CDV UNIT	CDV EXTENDED	INSIGHT I	INSIGHT EXTENDED	CONNECTION	CONNECTION EXTENDED
<b>Owner Furnished Items</b>								
<b>Spare Parts</b>								
- Cisco 2960X-48TS-L Switch (SCA)	1	EA	\$2,697.54	\$2,697.54	\$2,559.55	\$2,559.55	\$2,593.69	\$2,593.69
- Cisco 2960X-24TS-L Switch (SCA)	1	EA	\$1,540.07	\$1,540.07	\$1,461.29	\$1,461.29	\$1,496.81	\$1,496.81
<b>NWP-1001-SCADA</b>								
- Cisco 2960X-48TS-L Switch (SCA)	5	EA	\$2,697.54	\$13,487.70	\$2,559.55	\$12,797.75	\$2,593.69	\$12,968.45
- HP Proliant 360 Gen 10 Server	2	EA	\$9,161.51	\$18,323.02	\$9,363.94	\$18,727.88	\$8,472.70	\$16,945.40
- VMware	4	EA	\$1,285.17	\$5,140.68		\$0.00	\$1,275.58	\$5,102.32
- VMware Veeam Backup Essentials	2	EA	\$853.76	\$1,707.52	\$757.27	\$1,514.54	\$932.96	\$1,665.92
Field Located HP ProDesk 600 G3 Mini PC	8	EA	\$856.03	\$6,848.24		\$0.00	\$815.69	\$6,525.52
<b>New Control Room</b>								
- HP ProDesk 600 G3 Mini PC	2	EA	\$856.03	\$1,712.06		\$0.00	\$815.69	\$1,631.38
<b>Office 811</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Office 812</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Office 815</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Office 816</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Office 817</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Water Quality Lab (8118)</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>Operator Lab (8119)</b>								
- HP ProDesk 600 G3 Mini PC	1	EA	\$856.03	\$856.03		\$0.00	\$815.69	\$815.69
<b>NWP-101</b>								
- Cisco 2960X-24TS-L Switch (SCA)	1	EA	\$1,540.07	\$1,540.07	\$1,461.29	\$1,461.29	\$1,496.81	\$1,496.81
<b>NWP-201</b>								
- Cisco 2960X-24TS-L Switch (SCA)	1	EA	\$1,540.07	\$1,540.07	\$1,461.29	\$1,461.29	\$1,496.81	\$1,496.81
<b>NWP-801</b>								
- Cisco 2960X-24TS-L Switch (SCA)	1	EA	\$1,540.07	\$1,540.07	\$1,461.29	\$1,461.29	\$1,496.81	\$1,496.81
<b>NWP-901</b>								
- Cisco 2960X-24TS-L Switch (SCA)	1	EA	\$1,540.07	\$1,540.07	\$1,461.29	\$1,461.29	\$1,496.81	\$1,496.81
<b>Other Network Equipment</b>								
- Network Switch Stacking Module	5	EA	\$768.43	\$3,842.15	\$729.12	\$3,645.60	\$738.95	\$3,694.75
- Network Switch Stacking Cable (3.3)	3	EA	\$64.31	\$192.93	\$61.64	\$184.92	\$131.12	\$393.36
- Network Switch Stacking Cable (10)	2	EA	\$128.61	\$257.22	\$123.29	\$246.58	\$196.67	\$393.34
- Redundant Power Supply	1	EA	\$771.65	\$771.65	\$739.72	\$739.72	\$650.00	\$650.00
- Power Supply	2	EA	\$639.82	\$1,279.64	\$613.35	\$1,226.70	\$650.00	\$1,300.00
- Power Cable (5 ft)	1	EA	\$96.46	\$96.46	\$92.46	\$92.46	\$102.38	\$102.38
- Security Appliance	1	EA	\$639.82	\$639.82	\$607.09	\$607.09	\$625.04	\$625.04
- SFPs	20	EA	\$92.50	\$1,850.00	\$100.00	\$2,000.00	\$55.81	\$1,116.20
- Windows Server STD License	32	EA	\$78.96	\$2,526.72	\$99.58	\$3,186.56	\$107.52	\$3,440.64
- Windows Server CAL License	5	EA	\$27.26	\$136.30	\$167.73	\$838.65	\$176.16	\$880.80
<b>Total</b>				<b>\$75,202.21</b>		<b>\$55,674.45</b>		<b>\$73,223.07</b>

29

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-G1 Type: Bike Lane Recommendation

Location: 4<sup>th</sup> St S, 2<sup>nd</sup> St S to 13<sup>th</sup> Ave S Date of Hearing: 2/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/26/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed the accompanying recommendation from Project Manager, Rick Larson, regarding possible bike lane options along 4<sup>th</sup> Street.

Engineering Staff held a Public Input Meeting to a group living along and in the area. At the meeting a hand-out was provided showing 3 options along with a voting ballot. At the end of the meeting the ballots were counted resulting in Option #2 receiving the most votes.

Staff is recommending to utilize the 2017 Fargo Moorhead Metropolitan Bicycle and Pedestrian Plan (Option #2) and install dedicated bike lanes along 4<sup>th</sup> Street South from 12<sup>th</sup> Avenue to 2<sup>nd</sup> Street South.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to recommend approval of Option #2 and install dedicated bike lanes along 4<sup>th</sup> Street South from 12<sup>th</sup> Avenue to 2<sup>nd</sup> Street South.

RECOMMENDED MOTION

Concur with PWPEC and approve Option #2 and install dedicated bike lanes along 4<sup>th</sup> Street South from 12<sup>th</sup> Avenue to 2<sup>nd</sup> Street South.

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

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** PWPEC

**From:** Rick Larson, Project Manager *RL*

**Date:** 2/14/2018

**Re:** Project #BR-18-G1 – 4<sup>th</sup> Street South from 2<sup>nd</sup> Street South to 13<sup>th</sup> Avenue South  
Bike Lane Recommendation

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### Background:

#### 2012-2016 Corridor Study:

This section of 4<sup>th</sup> Street South was the topic of a corridor study performed by the Benesch/Apex Team which started back in 2012. The most recent portion of this study came out on January 7, 2016 by this same group and offered a preferred alternative summary as follows;

13<sup>th</sup> Avenue South to 6<sup>th</sup> Avenue South: Keep the current two lane configuration with no on-street parking and use 5<sup>th</sup> Street South as the designated bike corridor with sharrows.

6<sup>th</sup> Avenue South to 2<sup>nd</sup> Street South: Keep the three lane section including the center turn lane and remove the south bound right turn lane at 6<sup>th</sup> Avenue South. Bike traffic to use Island Park off-street bike path utilizing future path connecting 2<sup>nd</sup> Street South to park (connecting path constructed last year).

#### 2017 FM Metro Bicycle & Pedestrian Plan:

On February 16, 2017 the Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan was adopted. This plan proposed to add bike lanes or sharrows to this same section of 4<sup>th</sup> Street South from 13<sup>th</sup> Avenue South to 2<sup>nd</sup> Street South.

**February 8, 2018 Public Input Meeting:**

Due to the fact that we have some differing information over the past few years and there is a known public interest for bike lanes along this corridor, City Engineering Staff invited and held a Public Input Meeting to a fairly large group living along and in the vicinity of this corridor. At the meeting a hand-out was provided showing 3 options and a voting ballot stapled to the map. The 3 options were as follows;

**Option #1:**

12<sup>th</sup> Avenue South to 2<sup>nd</sup> Street South:

- Keep the current 4<sup>th</sup> Street configuration with west side parking and add shared bike lanes on 5<sup>th</sup> Street South.

**Option #2:**

12<sup>th</sup> Avenue South to 2<sup>nd</sup> Street South:

- Remove the parking and add bike lanes along the curb.

**Option #3:**

12<sup>th</sup> Avenue South to 7<sup>th</sup> Avenue South:

- Keep the current 4<sup>th</sup> Street configuration, which includes west side parking.
- Add shared bike lanes on 5<sup>th</sup> Street South from 13<sup>th</sup> Avenue South to 7<sup>th</sup> Avenue South, then on 7<sup>th</sup> Avenue South to 4<sup>th</sup> Street.

7<sup>th</sup> Avenue South to 2<sup>nd</sup> Street South:

- Remove center turn lanes and install bike lanes along the curb.

At the end of the meeting the ballots were counted and the results from attendees are as follows;

Option #1 – 12 votes

Option #2 – 13 votes

Option #3 – 3 votes

**Recommended Motion:**

Staff is recommending to utilize the 2017 Fargo Moorhead Metropolitan Bicycle and Pedestrian Plan (Option #2) and install dedicated bike lanes along 4<sup>th</sup> Street South from 12<sup>th</sup> Avenue to 2<sup>nd</sup> Street South.

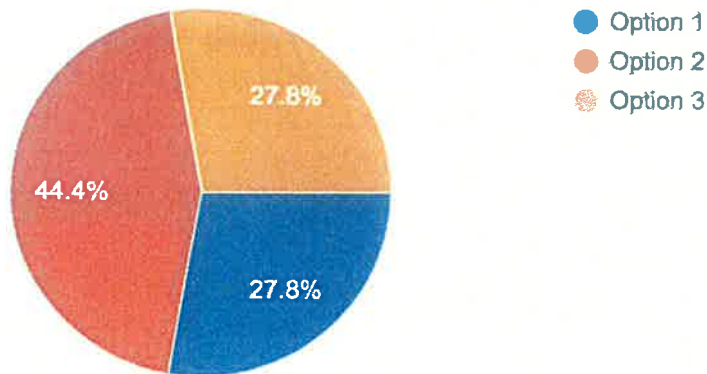
RJL/klo

Attachments

4th Street Survey Response Summary: 36 responses  
Survey conducted by Hawthorne Neighborhood Association

### Select preferred option:

36 responses

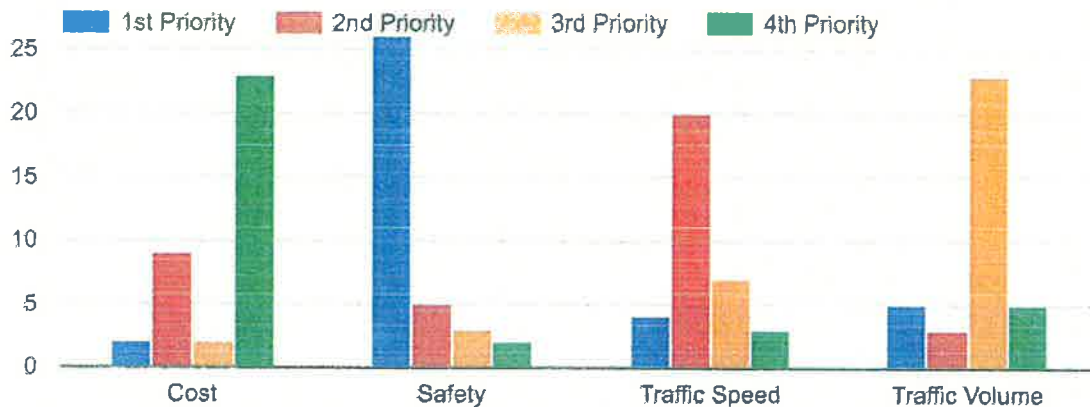


#### Additional Comments (optional): 10 responses

- Re: the intersection at 4th Street and 9th Avenue - There is a fairly steep hill just south of this intersection that makes it difficult to see northbound traffic until just before it reaches the intersection. This is a safety issue for cars turning onto or crossing 4th Street from 9th Avenue. It is also unsafe for pedestrians to cross here. This is a busy intersection with city and school bus stops, the Vocational Training Center on 9th, and Hawthorne elementary nearby. Please consider some form of traffic control and/or a way to increase visibility at this intersection.
- It is not clear to me which route would have the least amount of stop signs. I would prefer a route with as few stops as possible.
- Given there are bike routes on 7th st and a dedicated bike path that runs along the river just 200 feet from 4th street adding dedicated bike lanes on a heavy arterial road like 4th street seems like a very poor choice.
- I think it's important that 4th Street have biking all the way to 13th avenue as that will increase biker's access to the river path. We live in the neighborhood and are huge bikers. With something like this we'd bike to work and bike to the river even more than we do now. You just don't feel very safe biking on 4th street as is.
- I also think in reviewing these surveys it's important to look at how many people want the bike path option (option 2 or 3) vs no bike path (option 1). If the total votes for option 1 isn't bigger than the sum of both option 2 or 3 then it shouldn't win. Because in that case, you have more people who want a bike path vs no bike path - even if option 1 has the most votes. If we get more votes for 2 and 3 combined than we do 1 by itself... then I think you need to do a new vote with just options 2 or 3. Again, your first question should be bike path or not at all? If bike path wins...then you figure out where the bike path is.

- The parking on my street is a huge growing problem in the winter. Currently, 4th Street has horrible parking that I have seen multiple cars get hit by traffic when cars are parked overnight.
- Prefer having bike traffic on 5th St S and not mixing with 4th St S traffic. PLUS there are bike lanes on 7th St S which has been forgotten about and is very under utilized (as are most bike lanes that I have seen throughout the city).
- I prefer option 1, but, not sure that there should be parking on 4th street at all. Too busy of a street for it. Also have no idea what a 'sharrow' is. Seriously.
- Consider a way to transfer safely to/from Lindenwood River Bike Trail Access (Near 13th/4th). If Bike lane ends abruptly at 12th, the bike path is disruptive to and from park access point. Could an approved / widened sidewalk be installed on the park side of the road which "Merged" onto the street? Is that legal? A bike On-Ramp if you will.  
Other options (1 & 3) consider a bike-friendly sidewalk to access the park along 13th rather than riding in traffic for 1 block?
- Several cities have bike trails that parallel the street making it safe for bikers and allows car traffic to flow with less visuals to watch. Why not widen a sidewalk on one side for two way bike traffic? It would eliminate one lane of bike traffic.
- 3.5' bike lanes are too narrow regardless of where they are.

Please rank the following in order of importance:



Addresses:

- 1022 10th St. S. Fargo, ND 58103
- 415 8th st
- 1218 7th St S
- 1025 9th Ave S
- 362 9th Ave S
- 622 10th Street South 1
- 803 8th St S

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No. FM-14-83 Type: Project Creation & CIP Revision

Location: 2<sup>nd</sup> Street South Date of Hearing: 2/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/26/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding a recommendation to create and add a project to the 2018 CIP.

This is the last phase of the 2<sup>nd</sup> Street South Flood Mitigation Project. This phase is located directly south of the Main Avenue intersection and includes the reconstruction of storm sewer lift station #1, construction of a removable floodwall across 2<sup>nd</sup> Street South and reconstruction of the floodwall east of 2<sup>nd</sup> Street South to U.S. Army Corps of Engineers specifications. Due to the condition and age of the pavement on 2<sup>nd</sup> Street South, staff is recommended it be added to the Diversion Authority's project. The additional pavement will be the City's responsibility and will be funded according to the City's Infrastructure Funding Policy. Preliminary estimates have determined that \$212,887.58 will be special assessed with the remaining \$227,663.37 being funded by City Infrastructure Sales Tax.

Staff is recommending creation of Improvement District #FM-14-83 and its addition to the 2018 CIP.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to create and add Improvement District #FM-14-83 to the 2018 CIP.

RECOMMENDED MOTION

Concur with Committee recommendation to create and add Improvement District #FM-14-83 to the 2018 CIP.

PROJECT FINANCING INFORMATION:


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

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** PWPEC  
**From:** Nathan Boerboom, Division Engineer *NAB*  
**Date:** 2/14/2018  
**Re:** 2<sup>nd</sup> Street South Flood Mitigation Project Improvement District Creation and 2018 CIP Revision Improvement District #FM-14-83

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The Diversion Authority is in the final stages of plan preparation and design for the last phase of the 2<sup>nd</sup> Street South flood mitigation project. This last phase is located directly south of the Main Avenue intersection and includes the reconstruction of storm sewer lift station #1, construction of a removable floodwall across 2<sup>nd</sup> Street South and reconstruction of the floodwall east of 2<sup>nd</sup> Street South to U.S. Army Corps of Engineers specifications.

This proposed project will require the removal of approximately 300-feet of pavement on 2<sup>nd</sup> Street South. Once this pavement is replaced, there will only be approximately 600-feet of pavement on 2<sup>nd</sup> Street South that would have not been reconstructed within the past 2 years under a Diversion Authority or City led project. Please see attached map for reference.

Due to the condition and age of this pavement, staff is recommending that the removal and reconstruction of this last section of pavement on 2<sup>nd</sup> Street South be added to the Diversion Authority's project. The cost for replacement of this additional pavement will be the City's responsibility. Therefore, it is proposed to create Improvement District FM-14-83 to fund this project. The City's infrastructure funding policy will be followed and the appropriate benefiting properties will be assessed for this cost with City Infrastructure Sales Tax covering the remaining. Preliminary estimates have determined that \$212,887.58 will be special assessed, which results in \$227,663.37 of sales tax funding for the project. The current 2018 CIP has sufficient budget within the Infrastructure Sales Tax fund for this additional amount.

This project will be designed, bid, constructed and administered by the Diversion Authority.

### Recommended Motion

Approve the creation of Improvement District FM-14-83, as well as amending the 2018 Capital Improvement Plan for the inclusion of this project.





REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

31

Improvement District No. PR-17-H1 Type: Negative Final Balancing Change Order #4

Location: 10th St N, 36th Ave N, Royal Oaks Dr N, Univ Dr S to 25th St S btwn 21-32 Ave S Date of Hearing: 02/20/2018

Routing Date
City Commission 02/26/2018
PWPEC File X
Project File Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #4 in the amount of \$-66,156.83 bringing the total contract amount to \$3,242,732.38.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Steve Sprague, seconded by Mark Williams, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #4 in the amount of \$-66,156.83 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehab, City Sidewalk & Special Assessments

Table with 2 columns: Question, Yes, No. Rows include 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). All 'No' boxes are checked.

Table with 4 columns: COMMITTEE, Present, Yes, No, Unanimous. Lists committee members and their voting status. Mark Williams and Brenda Derrig are marked as Unanimous.

ATTEST: Brenda E. Derrig, P.E. Division Engineer

C: Kristi Olson

Negative Change Orders & Engineer Approved Change Orders		PWPEC 2/20/18					
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	CO #	Final or New Contract Amount
		<b>Negative &amp; Engineer Approved Totals</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>
Border States Paving	I.D. #PR-17-H1	Asphalt Mill & Overlay	\$2,992,766.85	\$316,122.36	(\$66,156.83)	FBCO #4	\$3,242,732.38
		<b>Negative &amp; Engineer Approved FBCO Totals</b>	<b>\$2,992,766.85</b>	<b>\$316,122.36</b>	<b>(\$66,156.83)</b>		<b>\$3,242,732.38</b>



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

Improvement District No	PR-17-H1	Change Order No	4
Project Name	Asphalt Mill & Overlay & Incidentals		
Date Entered	2/12/2018	For	Border States Paving 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 (\$)
Section 1	1	Repair Inlet	EA	5.00	0.00	5.00	6.00	11.00	500.00	3,000.00
	2	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	5	Rem & Repl Curb & Gutter	LF	1,200.00	0.00	1,200.00	226.40	1,426.40	31.00	7,018.40
	6	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	0.00	1,000.00	1,139.00	2,139.00	8.25	9,396.75
	7	F&I Curb & Gutter Mountable (Type I)	LF	200.00	0.00	200.00	-10.90	189.10	36.20	-394.58
	8	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	14.36	34.36	72.30	1,038.23
	9	F&I Sidewalk 6" Thick Reinf Conc	SY	57.00	0.00	57.00	0.26	57.26	87.80	22.83
	10	Remove Sidewalk All Thicknesses All Types	SY	73.00	0.00	73.00	3.53	76.53	30.00	105.90
	11	Adjust Driveway - Mud/Sand Jack	SF	500.00	0.00	500.00	1,414.00	1,914.00	3.10	4,383.40
	12	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-34.66	15.34	155.00	-5,372.30
	13	F&I Det Warn Panels Cast Iron	SF	136.00	0.00	136.00	8.00	144.00	62.00	496.00
	14	F&I Aggregate for Asph Pavement FAA 43	TON	2,400.00	0.00	2,400.00	-39.31	2,360.69	34.00	-1,336.54
	15	F&I Asphalt Cement PG 58-28	GAL	30,700.00	0.00	30,700.00	-1,850.33	28,849.67	1.60	-2,960.53
	16	Rem & Repl Casting - Inlet	EA	2.00	0.00	2.00	-2.00	0.00	600.00	-1,200.00
	17	Rem & Repl Casting - Self Leveling	EA	13.00	0.00	13.00	2.00	15.00	1,400.00	2,800.00
	18	Rem & Repl Pavement 9" Thick Asph	SY	500.00	0.00	500.00	-500.00	0.00	50.00	-25,000.00
	19	Casting to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	300.00	-300.00







CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

CONTRACT TIME			
Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion
10/16/2017		0.00	0.00
Description			
APPROVED			
 For Contractor BORDER STATES PAVING INC			
Title PROJECT ENGINEER			
APPROVED DATE			
 Department Head		2/22/18	
Mayor			
Attest			
New Substantial Completion Date	New Final Completion Date		
10/16/2017			



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

32

February 21, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. SR-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, February 21, 2018, for Reconstruction of City Order Sidewalks, Improvement District No. SR-18-A1, located at the area bordered by Par Street North, to Elm Street North and 32nd Avenue North to 35th Avenue North.

The bids were as follows:

Dirt Dynamics	\$235,450.00
Paras Contracting	\$281,865.00
Master Construction	\$298,575.00
Ti-Zack Concrete, Inc.	\$318,175.00
Hazelton Construction	\$401,037.50

Engineer's Estimate \$306,360.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$235,450.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs  
Division Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST**

**PROJECT # SR-18-A1**

**Reconstruction of City Order Sidewalks**

Area bordered by Par Street N. to Elm Street N. and 32nd Avenue N. to 35th Avenue N.

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

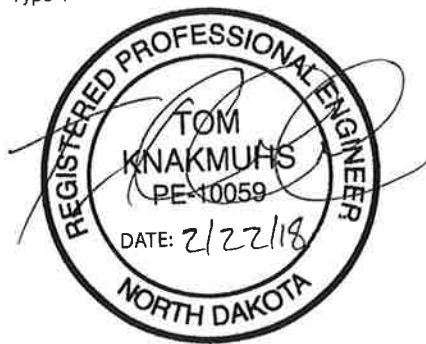
NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:


Reconstruction of City Order Sidewalks Project # SR-18-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 1 Property Owner Cost</b>				
1 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2,830.00	60.00	169,800.00
2 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	30.00	80.00	2,400.00
3 Rem & Repl Driveway 6" Thick Reinf Conc	SY	60.00	80.00	4,800.00
4 Remove Sidewalk 4" Thick Conc	SY	25.00	12.00	300.00
5 F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	55.00	1,100.00
6 Sodding	SY	20.00	25.00	500.00
<b>Section 1 Property Owner Cost Total</b>				<b>178,900.00</b>
<b>Section 2 City Cost</b>				
7 Rem & Repl Curb & Gutter	LF	100.00	35.00	3,500.00
8 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	385.00	60.00	23,100.00
9 Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	70.00	3,500.00
10 Remove Sidewalk 4" Thick Conc	SY	20.00	15.00	300.00
11 F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	55.00	1,100.00
12 F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	65.00	1,300.00
13 F&I Det Warn Panels Cast Iron	SF	160.00	40.00	6,400.00
14 Casting to Grade - w/Conc	EA	1.00	750.00	750.00
15 GV Box to Grade - w/Conc	EA	1.00	500.00	500.00
16 Curb Stop Box to Grade	EA	5.00	300.00	1,500.00
17 Mulching Type 1 - Hydro	SY	2,400.00	2.00	4,800.00
18 Seeding Type B	SY	2,400.00	2.00	4,800.00
19 Sodding	SY	20.00	25.00	500.00
20 Topsoil - Import Special	CY	20.00	100.00	2,000.00
21 Traffic Control - Type 1	LS	1.00	2,500.00	2,500.00
<b>Section 2 City Cost Total</b>				<b>56,550.00</b>
<b>Total Construction in \$</b>				<b>235,450.00</b>
Engineering		9.80 %	23,074.10	
Legal & Misc		3.00 %	7,063.50	
Contingencies		10.00 %	23,545.00	
Administration		4.56 %	10,736.52	
Interest		4.00 %	9,418.00	
<b>Total Estimated Costs</b>				<b>309,287.12</b>
Sales Tax Funds - Infrastructure - 420			69,561.12	
Special Assessments			239,726.00	
<b>Unfunded Costs</b>				<b>0.00</b>



IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 02/21/2018

  
Tom Knakmuhs

Division Engineer

COVER SHEET  
CITY OF FARGO PROJECTS

(33)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Street Lighting & Incidentals

Improvement District No. SL-17-B

Call For Bids February 26, 2018

Advertise Dates March 5 & 12, 2018

Bid Opening Date April 4, 2018

Substantial Completion Date October 1, 2018

Final Completion Date October 31, 2018

X PWPEC Report (Attach Copy) **Part of 2018 CIP Revision**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Helland

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT  
STREET LIGHTING & INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-17-B

**Nature and Scope**

This project calls for installing a street lighting system on all streets and avenues in the South High area, 13<sup>th</sup> Avenue South to I-94, University Drive South to 21<sup>st</sup> Street South, where there currently are no City of Fargo street lights in place.

**Purpose**

The project's goal is to increase safety and convenience of the residents and the traveling public.

**Feasibility**

The estimated cost of construction is approximately \$1,866,519.40. The cost breakdown is as follows:

Estimated Construction Cost:	\$1,866,519.40
Plus Engineering 11%	\$205,317.13
Plus Administration 6%	\$111,991.16
Plus Interest 4%	\$74,660.78
Plus Legal 3%	<u>\$55,995.58</u>
Total Estimated Cost (100% Assessed):	\$2,314,484.06

We believe this project to be cost effective.



  
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Tom Knakmuhs, PE  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-17-B

LOCATION:

South High Area, 13th Ave South to I-94, University Dr. South to 21st Street South.

COMPRISING:

Bound by the East of University Dr. South,  
Lots 1 through 22, Block 1.  
Lots 1 through 26, Block 2.  
Lots 1 through 25, Block 3.  
Lots 1 through 26, Block 4.  
Lots 1 through 26, Block 5.  
Block 6.  
All in Bohnsack's 1st Addition

Bound on the East by University Dr. South,  
Bound on the South by Interstate Highway 94,  
Lots 1 to 5, Block 7.  
Lots 10 through 20, Block 7.  
Lots 1 through 24, Block 8.  
Lots 1 through 23, Block 9.  
Lots 1 through 24, Block 10.  
Lots 2 through 13, Block 11.  
Block 12.  
Lots 1 through 10, Block 13.  
Lots 1 through 10, Block 14.  
All in Bohnsack's 2nd Addition

Lots A through L, Block 11.  
1st Subdivision of Lot 1, Block 11.  
All in Bohnsack's 2nd Addition

Bound on the East by University Dr. South,  
Bound on the South by Interstate Highway 94,  
Block 15.  
Lots 1 through 5, Block 16.  
Lots 1 through 8, Block 17.

Location & Comprising  
Improvement District No. SL-17-B  
Page 2

Lots 1 through 10, Block 18.  
Lots 1 through 12, Block 19.  
Lots 1 through 14, Block 20.  
Lots 1 through 16, Block 21.  
All in Bohnsack's 3rd Addition

Block 8.  
Fargo Investment Company 1st Addition

Lots 1 to 17, Block 2.  
Buland's Subdivision  
Lots 1 through 26, Block 7.  
All in Huntington's Addition

Block 1.  
Lewis Addition

Bound on the North by 13th Ave South,  
Bound on the East by University Dr. South,  
Lots 1 through 26, Block 1.  
Lots 1 through 26, Block 2.  
Lots 1 through 24, Block 3.  
Lots 1 through 26, Block 4.  
Lots 3 through 26, Block 5.  
Lots 1 through 26, Block 6.  
Lots 1 through 26, Block 7.  
Lots 1 through 26, Block 8.  
Lots 1 through 26, Block 9.  
Lots 1 through 26, Block 10.  
Lots 1 through 26, Block 11.  
Lots 1 through 26, Block 12.  
Lots 1 through 26, Block 13.  
Lots 1 through 26, Block 14.  
Lots 1 through 26, Block 15.  
Lots 1 through 26, Block 16.  
Lots 1 through 26, Block 17.  
Lots 1 through 26, Block 18.  
Lots 1 through 26, Block 19.  
Lots 7 through 20, Block 20.  
Lots 1 through 26, Block 21.  
Lots 1 through 16, Block 22.  
Lots 1 through 16, Block 23.  
Lots 1 through 16, Block 24.  
Lots 1 through 16, Block 25.  
Lots 1 through 16, Block 26.  
Lots 1 through 16, Block 27.  
Lots 1 through 16, Block 28.  
All in Morton & Doty's Addition

Location & Comprising  
Improvement District No. SL-17-B  
Page 3

Lots 1 through 6, Block 20.  
Lots 21 through 26, Block 20.  
All in Towne Squire Subdivision Addition

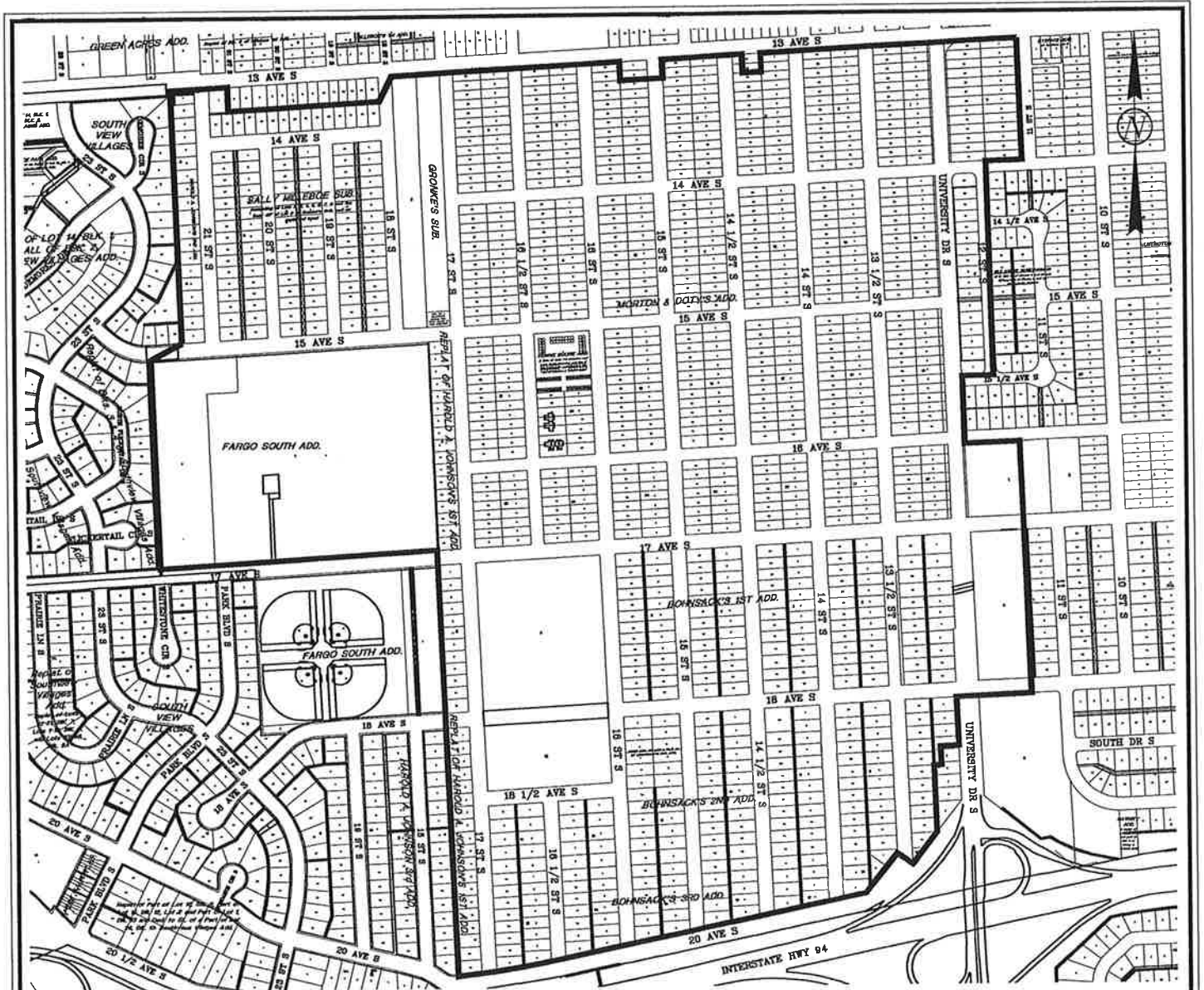
Lots 1, Block 1.  
Lots 16 through 30, Block 1.  
Block 2.  
Lots 1 through 32, Block 3.  
Lots 1 through 32, Block 4.  
Lots 1 through 32, Block 5.  
All in Sally Hilleboe Sub.

Lots 1 & 2, Block 1.  
All in Fargo South Addition

Bound on the West by Harold A. Johnson's 1st Add.  
Lots 1 through 19, Block 1.  
Lots 1 through 12, Block 2.  
Lots 1 through 17, Block 3.  
All in Harold A. Johnson's 1st Addition

Bound on the North by 13th Ave South,  
Bound on the West by Harold A. Johnson's 2nd Add.  
Lots 1 through 9, Block 4.  
Lots 1 through 9, Block 5.  
All in Harold A. Johnson's 2nd Addition

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



CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
STREET LIGHTING  
& INCIDENTALS  
IMPROVEMENT DISTRICT NO. SL-17-B