FARGO CITY COMMISSION AGENDA
Tuesday, January 2, 2018 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, December 18, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Amending Section 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.

2. 1st reading of an Ordinance Amending Section 35-0102 of Article 35-01 of Chapter 35 of the Fargo Municipal Code Relating to the Sale of Tobacco Products.

3. Resolution Authorizing Officers to Make Deposits and Withdrawals and approval of the designated depositories.

4. Appointment of Dorsey & Whitney, LLP to serve as the City's bond counsel firm effective 1/1/18.

5. Applications for Games of Chance:
   a. TNT Kid's Fitness for a raffle and raffle board on 1/11/18; Public Spirited Resolution.
   b. Matt Jensen Benefit for a raffle and raffle board on 2/10/18; Public Spirited Resolution.
   c. North Central Turf Grass Association for a raffle on 3/1/18.

6. Tax exemptions for improvements made to buildings:
   a. Blake J. and Nicole A. Nelson, 2501 Lilac Lane North (5 year).
   b. Charles D. Smith, 1526 13 1/2 Street South (5 year).
   c. Nathan R. Evenson and Jamie L. Heller, 2486 West Country Club Drive (5 year).
   d. John H. and Kristin E. Osborne, 93 28th Avenue North (5 year).
   e. Jeffrey J. and Renee Schweitzer, 114 Prairiewood Drive South (5 year).
   f. Brian D. and Colleen E. Scherer, 1731 Park Boulevard South(5 year).
   g. Bradley T. and Deborah E. Wimmer, 2501 West Country Club Drive South, Unit B (5 year).

7. Contract Agreement with Fargo Park District to implement healthy concession stand options.

8. Direct City Attorney's office to review and update Articles 11-0805 through 11-0807.

9. Contract Agreement with AE2S to provide marketing and communication for the breastfeeding initiative.

10. Agreement for Services with Janice Tweet to develop and pilot a fruit and vegetable food recovery system for the 2018 growing season.

11. Adopt Resolutions Approving the following Plats:
    a. Vista Village Sixth Addition.
    b. Vista Village Seventh Addition.

12. Master Professional Services Agreements for 2018-2020 with Terracon Consultants, Inc., Northern Technologies, LLC and Braun Intertec Corporation for construction materials testing services for Project No. MS-18-A0.

13. Setback Waiver Request for property at 519 Oak Street North.

14. Real Estate Purchase and Sale Agreement with BNSF Railway Company in association with Project No. BR-18-C1 and execution of the Entry and Confidentiality Agreement.

15. Bid award for Project No. QN-17-A1.

16. Bills.

17. Time extension to 11/7/17 for substantial completion of Improvement District No. BN-17-H1.

18. Bid award for Improvement District No. NR-17-A1.

REGULAR AGENDA:

19. Resolutions Prescribing Rates and Charges for Water and Wastewater Utility Services for 2018.

20. Public Hearings - 5:15 pm:
    a. Hearing on a dangerous building located at 1011 5th Avenue South.
        1. Proposed Finding of Fact and Order and Notice to Property Owner regarding a dangerous building at 1011 5th Avenue South.

    b. Hearing on a dangerous building located at 1410 1st Avenue South.
        1. Proposed Finding of Fact and Order and Notice to Property Owner regarding a dangerous building at 1410 1st Avenue South.

    c. Transfer of a Class "FA" Alcoholic Beverage License from Lone Star Steakhouse d/b/a Lone Star Steakhouse at 1545 University Drive South to Clink LLC d/b/a Luna Coffee.

    d. Application filed by KLP Lodging, LLC d/b/a AmericInn Fargo for a Class "ABH-Limited" Alcoholic Beverage License at 4325 23rd Avenue South.

    e. Application filed by Hornbacher's Inc. d/b/a Hornbacher's Wine & Spirits for a Class "B-Limited" Alcoholic Beverage License at 4101 13th Avenue South.

    f. WITHDRAWN - Vacation of a portion of 2nd Street North between 1st Avenue North to 5th Avenue North of North Dakota R-1 Urban Renewal Addition (2nd Street North from 1st Avenue North to 5th Avenue North); approval recommended by the Planning Commission on 6/6/17; continued from the 12/4/17 and 12/18/17 Regular Meetings.

g. WITHDRAWN - Dedication Plat of 2nd Street North on portions of North Dakota R-1 Urban Renewal Addition, Keeney and Devitt's Second Addition and portions of vacated 2nd Street North, 4th Avenue North and 5th Avenue North (2nd Street North, from 1st Avenue to 5th Avenue North); approval recommended by the Planning Commission on 6/6/17; continued from the 12/4/17 and 12/18/17 Regular Meetings.

h. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lots 2-6, Block 1, BLU Water Creek Addition, Lots 1-3, Block 1, BLU Water Creek Second Addition and Lot 2, Block 1, Bentley Square Addition (4504, 4582, 4600, 4648 and 4682 32nd Avenue South, and 3233 and 3265 45th Street South, and 4507 and 4609 33rd Avenue South); approval recommended by the Planning Commission on 12/5/17.
   1. 1st reading of rezoning Ordinance.

i. Zoning Change to repeal and re-establish a C-O, Conditional Overlay within the boundaries of The District of Fargo Third Addition (3751 53rd Avenue South); approval recommended by the Planning Commission on 11/7/17.
   1. 1st reading of rezoning Ordinance.
   2. Plat of The District of Fargo Third Addition.

j. Amendment to the PUD, Planned Unit Development Master Use Plan for Lots 17-18 and portions of Lots 1-2, Block 4, of Harwood's Addition (703 and 707 10th Street North); approval recommended by the Planning Commission on 12/5/17.
   1. 1st reading of Ordinance.

k. Text Amendment to amend Section 20-0402.R.1.b of the Fargo Municipal Code (Land Development Code) relating to the screening of outdoor storage areas; approval recommended by the Planning Commission on 11/7/17.
   1. 1st reading of Ordinance.

l. Zoning Change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial with a C-O, Conditional Overlay on Lot 29 of Ohmer's Addition Subdivision of Lots 65 through 68 (1314 12th Street North); approval recommended by the Planning Commission on 12/5/17.
   1. 1st reading of rezoning Ordinance.

m. Zoning Change from MR-3, Multi-Dwelling Residential to P/I, Public and Institutional with a C-O, Conditional Overlay on Lot 30 of Ohmer's Addition Subdivision of Lots 65 through 68 (1310 12th Street North); approval recommended by the Planning Commission on 12/5/17.
   1. 1st reading of rezoning Ordinance.

21. Recommendation for appointments and reappointments to the following Boards and Commissions:
   a. City Hall-Auditorium Commission.
   b. Human Relations Commission.
   c. Renaissance Zone Authority.

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.

CITY OF Fargo

(1)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 21, 2017

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

Dear Commissioners:

I am enclosing an ordinance amending § 25-1507 relating to the collection of an additional fee for the issuance of a Class E Permit in the event the request is made after the 7 days required by the § 25-1508 ("A Class 'E' license may be issued by the city auditor, without notice or hearing, provided, however that, application must be made seven (7) days before the planned event unless such requirement is waived for good cause shown."). The Liquor Control Board, at its meeting on December 20, 2017, recommended a fee for the processing of the untimely application, in addition to a sufficient showing of good cause. The revised ordinance is presented for your consideration.

Recommended Motion: I move to receive and file an Ordinance Amending Section 25-1507 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,

Nancy J. Morris

Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1507, 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 25-1507 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-1507. License--Fees.--

A. Initial issuance fee--For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

Class AB--$150,000
Class ABH--$ 30,000
Class ABH-RZ--$15,000
Class ABH-limited--$1,800.00
Class A--$115,000
Class B--$ 90,000
Class C--$7,500
Class D--$1,500.00

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Class DD--$3,000
Class E--$25 plus $10 for each day requested. Additional $25 fee if application is received less than 7 days before the event, and only after a showing of good cause. In no event will a permit be issued less than 48 hours before the scheduled event.
Class F--$3,000
Class FA--$100,000
Class FA-RZ--$50,000
Class FA-GOLF--$60,000
Class FA-ENTERTAINMENT--$100,000
Class G--$1,000
Class H--$800
Class I--$10,000
Class I-ENTERTAINMENT--$10,000
Class J--No fee
Class L--No fee
Class M--$1,500
Class N--$3,000
Class O--$400
Class P--$1,400
Class W--$7,500
Class Y--$3,000
Class Z--$105,000
Class B-Limited--$80,000
Class RZ-V--$5,000

No fee shall be charged for the initial issuance of a license hereunder to a lodge or club, nor shall any fee be charged for the initial issuance of a license to any liquor establishment licensed by any other political subdivision over which the city of Fargo has subsequently acquired jurisdiction by annexation, provided, however, that such liquor establishment must have been in existence for at least fifteen (15) years prior to such annexation by the city of Fargo. The initial issuance fee charged shall be the difference between the city fee and the fee originally charged by the issuing subdivision.

A non-refundable payment in the sum of 10% of the initial issuance fee shall be paid at the time issuance of the license is approved by the board of city commissioners pursuant to § 25-1508 of this article. The remainder of the initial issuance fee shall be payable upon issuance of the license, but not more than 30 days after date of approval by the board of city commissioners; provided, that the time for payment of the remaining balance of the initial

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

issuance fee may, with the approval of the board of city commissioners, be deferred and paid by periodic payments within 180 days after the date of approval. In the event that the applicant fails to pay the remainder of the initial issuance fee within 30 days, or such other time as may have been approved by the board of city commissioners, the approval shall be deemed to have expired and the 10% payment by the applicant shall be forfeited.

* * * *

Section 2. 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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(2)

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

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

Section 3. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

CITY OF Fargo

(3)

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

MEMORANDUM

TO: **Board of City Commissioners**

FROM: **Steven Sprague, City Auditor**

SUBJECT: **Designated Depositories**

DATE: **December 26, 2017**

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo in addition please designate PFM Financial Advisors Group as asset managers. Also, it is time to renew the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.

Printed on Recycled paper.

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Kent Costin, Director of Finance, Jill Pagel, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FUTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 2nd Day of January, 2018.

_____
Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 2nd day of January, 2018.

_____
Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on January 2nd, 2018.

_____ Timothy J. Mahoney, Mayor

_____ Kent Costin, Director of Finance

_____ Steven Sprague, City Auditor

_____ Jill Pagel, Deputy City Auditor

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

(4)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KAC

RE: APPOINTMENT OF DORSEY & WHITNEY AS BOND COUNSEL

DATE: DECEMBER 19, 2017

The Finance Committee solicited proposals for bond counsel services in December upon the passing of Paul Tietz, our existing bond counsel attorney. He served in this role for the past fifteen years.

An interview team was formed and those who attended interviews included Mike Redlinger, Steve Sprague, Erik Johnson and me. We reviewed four written proposals and interviewed each of the proposers on December 15, 2017.

Those who submitted proposals included:

Dorsey & Whitney
Ohnstad Twichell
Kenney & Graven
KutakRock

The review team is recommending that Dorsey & Whitney as the City's next bond counsel firm effective January 1, 2018. Jennifer Hanson will be the partner assigned to our account.

Suggested Motion:

Appoint Dorsey & Whitney, LLP to serve as the City's bond counsel firm effective January 1, 2018.

Printed on Recycled paper.

5a

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	Date(s) of Activity	For a raffle, provide drawing date(s):
Tnt Kid's Fitness	to	1/11/2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Kim Pladson	Executive Dir	(701) 551-5001

Business Address	City	State	Zip Code
2800 Main Ave	Fargo	ND	58103-0000

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Holiday Inn Fargo	3803 13th Ave S

City	State	Zip Code	County
Fargo	ND	58103-0000	Clay

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

☐ Bingo ☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle Board 1	Date Night	$600.00
Raffle Board 2	Summer Package	$555.00
Raffle Board 3	Winter Package	$420.00
Yeti Raffle	Yeti with booze	$611.00
Ladies Raffle	Asst ladies item	$390.00
Guys Raffle	Asst Mens items	$397.00
Cornhole #1 Raffle	NDSU Game	$463.00
Cornhole #2 Raffle	MSUM Game	$457.00
Cornhole #3 Raffle	Concordia Game	$482.00

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ 4,375.00

Intended uses of gaming proceeds: Funds raised at our event are dedicated to programming. Proceeds allow us to increase the capacity of our programming so we can serve more children and include more partner programs.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	12/28/2017	Executive Director	(701) 551-5001

5b

pd $25.00 12-28-17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Matt Jensen Benefit	2/10/2018 to 2/10/2018	2/10/2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Jace Holm And Justin Feist	Organizers	(701) 541-1916

Business Address	City	State	Zip Code

Mailing Address (if different)	City	State	Zip Code
2325 17th St S	Fargo	ND	58103-0000

Name of Site Where Game(s) will be Conducted	Site Address
Bowler	2630 S University Drive

City	State	Zip Code	County
Fargo	ND	58103-0000	

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.
☐ Bingo ☒ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Singed Wentz	$250.00
Raffle	1hr Massage	$80.00
Raffle	Fargo Brewing	$75.00
Raffle	Bergseth Bros	$700.00
Raffle	BWW	$100.00
Raffle	Bison Illustrate	$100.00
Raffle	Cross Fit	$200.00
Raffle	Crow Bar	$100.00
Raffle	Fgo Marathon	$100.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	FM CVB	$100.00
Raffle	Park District	$150.00
Raffle	Courtyard	$100.00
Raffle	Redhawks	$100.00
Raffle	Fram-Kraft	$40.00
Raffle	Herd N Horns	$25.00
Raffle	Hilton	$100.00
Raffle	Old Chicago	$10.00
Raffle Board	Signed Theilen	$200.00
	Total:	(Limit $12,000 per year) $ 3885.00

Intended uses of gaming proceeds: Use to give to the family for medical, living, and rehab expenses

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	12/20/17	Organizer	701-541-1916

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 Page 2 cont	Date(s) of Activity to	For a raffle, provide drawing date(s):
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Business Address	City	State / Zip Code
Mailing Address (if different)	City	State / Zip Code
Name of Site Where Game(s) will be Conducted	Site Address	
City	State / Zip Code	County

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Home2	$100.00
Raffle	Hooligans	$25.00
Raffle	Hotel Donaldson	$200.00
Raffle	Jade Presents	$50.00
Raffle	Junkyard	$30.00
Raffle	Lucky's 13 Pub	$25.00
Raffle	Microtel Moorhea	$100.00
Raffle	Oxbow CC	$200.00
Raffle	United Electric	$100.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Travelodge	$150.00
Raffle	BobbleHead Set	$300.00
Raffle	Rooters	$75.00

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

Intended uses of gaming proceeds: _____

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number

(50)

V1642
25.00

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
North Central Turf Grass Association	~~[illegible]~~ to March 1 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title ~~Exec Dir~~	Business Phone Number
Rene A. Smith	Exec Dir	701 582-1940
Business Address	City	State / Zip Code
PO Box	Fargo	ND 58106
Mailing Address (if different)	City	State / Zip Code
Fargo Holiday Inn	PO Box 10823	ND 58106
~~Name of Site Where Game(s) will be Conducted~~	Site Address	
Fargo	ND 58103	Cass
City	~~State~~ / ~~Zip Code~~	~~County~~

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.

[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	1st 300
Raffle	Cash	2nd 100
Raffle	Cash	3rd 50
Raffle	Cash	4th 50

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 500 00

Intended uses of gaming proceeds: Raise money for student going into the turf industry

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	Date	Title	Business Phone Number
Rene A Smith	1/22/2018	Exec Director	701-582-1940

CITY OF Fargo

ASSESSMENT DEPARTMENT

December 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2501 Lilac Ln. N as submitted by Blake J. & Nicole A. Nelson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 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 $150 with the City of Fargo's share being $25.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Blake and Nicole Nelson Phone No. 701-371-1300 701-239-9328
2. Address of Property 2501 LiLac Ln N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Lt 1 & pt of 2, Blk 21 Woodcrest Park
4. Parcel Number 01-4080-00340200 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. 170001 8. Year Built 1975
9. Date of Commencement of making the improvement January 2017
10. Estimated market value of property before improvement $ 490,500
11. Cost of making the improvement (all labor, material and overhead) $ 23,189
12. Estimated market value of property after improvement $ 502,400

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 Nicole Nelson Date 12/1/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature Dan Dunker Date 12/19/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

(bb)

December 20, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1526 13 ½ St. S as submitted by Charles D. Smith. 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 $270 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Charles Smith Phone No. 701-866-1634
2. Address of Property 1526 13 1/2 St. S.
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.
   Lt. 20, Less E 30ft ; Blk 15; Morton & Doty's Addn.
4. Parcel Number 01-2040-035800 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1573 Woodridge Ln.
   City West Fargo State ND Zip Code 58078

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 of Kitchen new Floors, and Countertops, Refinished Cabinets paint & Texture walls throughout, new Bathroom.
7. Building Permit No. 172133 8. Year Built 1950
9. Date of Commencement of making the improvement October 2017.
10. Estimated market value of property before improvement $ 119400
11. Cost of making the improvement (all labor, material and overhead) $ 25,000
12. Estimated market value of property after improvement $ 140,400

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 12/19/17.

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s) 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 12/19/17

Action of Governing Body

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

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

December 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2486 West Country Club Dr. S as submitted by Nathan R. Evenson & Jamie L. Heller. 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 $390 with the City of Fargo's share being $65.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Nathan Evenson & Jamie Heller Phone No. _____
2. Address of Property 2486 West Country Club Dr S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____
   Lt 31 Blk 4 Country Club Acres
4. Parcel Number 01-0501-00650-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 2486 West Country Club 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). Basement Remodel
7. Building Permit No. 1624178 8. Year Built 1965
9. Date of Commencement of making the improvement May 1st, 2017
10. Estimated market value of property before improvement $ 238,200
11. Cost of making the improvement (all labor, material and overhead) $ 100,000
12. Estimated market value of property after improvement $ 268 600

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 _____ Date 12/8/2017

Assessor's Determination

14. The local assessor finds that the improvements in this application ~~has~~ ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature _____ Date 12/14/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

December 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 93 28 Ave. N as submitted by John H. & Kristin E. Osborne. 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 $605 with the City of Fargo's share being $100.

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 John & Kristin Osborne Phone No. (701) 371-2778
2. Address of Property 93 28 Ave N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lot 13 Blk 1 Asp
4. Parcel Number 01-0070-00130-000 Residential ■ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Box 5151
   City Fargo State ND Zip Code 58105-5151

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). Follow up on interior remodeling
7. Building Permit No. 179000 8. Year Built 1972
9. Date of Commencement of making the improvement August 2017
10. Estimated market value of property before improvement $ 139,700
11. Cost of making the improvement (all labor, material and overhead) $ $30,000
12. Estimated market value of property after improvement $ 180,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature [signature] Date 12/13/2017

Assessor's Determination

14. The local assessor finds that the improvements in this application (has) ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 12/14/17

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

December 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 114 Prairiewood Dr. S as submitted by Jeffery J. & Renee Schweitzer. 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 $260 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner JEFFREY & RENEE SCHWEITZER Phone No. _____
2. Address of Property 114 PRAIRIEWOOD DR S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. LT 10 BLK 17 PRAIRIEWOOD ADDN
4. Parcel Number 01-2330-02130-000 Residential ■ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 114 PRAIRIEWOOD 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). SEE ATTACHED
7. Building Permit No. 171979 & 171461 8. Year Built 1978
9. Date of Commencement of making the improvement 8/1/17
10. Estimated market value of property before improvement $405400
11. Cost of making the improvement (all labor, material and overhead) $ $36,000
12. Estimated market value of property after improvement $ 405,400

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 _____ Date 12/12/17

Assessor's Determination

14. The local assessor finds that the improvements in this application (has) ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature _____ Date 12/14/17

Action of Governing Body

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

Jeffery & Renee Schweitzer

114 Prairiewood Drive South

Fargo, ND 58103

Response to question 6:

Replaced the original cedar siding which was rotting, buckling, and had a bird's nest in it with steel. Replaced an old story 15' deck off the master bedroom with an 8' deck. Removed one of two columns and the horizontal supports over the front door entry. Added support beam to the soffit and wrap to the existing column. Updated light fixtures around the house.

CITY OF Fargo

ASSESSMENT DEPARTMENT

6f

December 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1731 Park Blvd. S as submitted by Brian D. & Colleen E. Scherer. 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 $325 with the City of Fargo's share being $55.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Brian & Colleen Scherer Phone No.
2. Address of Property 1731 Park Blvd S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.
   Lt. 6 Blk 8 Southview Villages Addn.
4. Parcel Number 01-2340-00260-005 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1731 Park Blvd S.
   City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). basement - Sewer lines replaced - flooring replaced - Sheetrocked family room & Bedroom - new windows family rm
7. Building Permit No. 171256 8. Year Built 1975
9. Date of Commencement of making the improvement 6/23/17
10. Estimated market value of property before improvement $ 231,600
11. Cost of making the improvement (all labor, material and overhead) $ 60,000
12. Estimated market value of property after improvement $ 256,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature Brian Scherer Date 12/8/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 12/14/17

Action of Governing Body

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

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

bgr

December 13, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2501 West Country Club Dr. S Unit B as submitted by Bradley T. & Deborah E. Wimmer. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 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 $325 with the City of Fargo's share being $55.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Bradley & Deborah Wimmer Phone No. _____
2. Address of Property 2501 West Country Club Dr S. Unit B
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____
   Unit B Garage B Golf Park Condo Country Club Acres
4. Parcel Number 01-0501-00150-010 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 2501 West Country Club Dr S unit B
   City Fargo State ND Zip Code 58107

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Entire remodel
7. Building Permit No. 1602504 8. Year Built 1966
9. Date of Commencement of making the improvement Jan of 2017
10. Estimated market value of property before improvement $ 92500
11. Cost of making the improvement (all labor, material and overhead) $ ~~$~~ 35,000
12. Estimated market value of property after improvement $ 117,700

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 Deb Wimmer Date 12/7/17

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature _____ Date 12/14/17

Action of Governing Body

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

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

(7)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

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

DATE: **DECEMBER 14, 2017**

RE0: **AGREEMENT FOR SERVICES WITH FARGO PARK DISTRICT FOR $3,322.00**

The attached Contract Agreement with the Fargo Park District for $3,322.00 is to implement healthy concession options available to reduce childhood obesity.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with the Fargo Park District.

RR/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 15th day of December 2017, by and between Fargo Cass Public Health ("FCPH"); and Fargo Park District.

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

A. **Term of Agreement:** Project plans to be implemented by January 31, 2018.

B. **Statement of Work:** Support the implementation of providing healthy options at specified Fargo Park District concession stands in an effort to work toward reducing childhood obesity. Provide the activities listed in the approved Healthy Concession Stand mini-grant application at Fargo Park District locations and share data/information needed to complete an evaluation and grant report. Amount of contract not to exceed $3,322.00. Funds shall be disbursed upon presentation of a signed agreement.

C. **Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.

D. **Accounts and Records:** The grant partner shall establish and maintain an accurate and complete account of financial or other records in relation to the receipt and expenditure of all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of grant partner and shall not be deemed an employee of Fargo Cass Public Health for any other purpose.

B. The laws of the State of North Dakota shall govern this contract agreement. I hereby certify that the above assurances and provisions of responsibility have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 12/14/17

GRANT PARTNER

By Sam Larson-Frobig
Sam Larson-Frobig
~~Program &~~ Enterprise Operations Manager

Date 12/14/17

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

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

Fargo Cass Public Health
Ruth Roman, Director of Public Health
1240 25th Street South
Fargo, ND 58103
Phone 701-241-1380
Fax 701-241-1366
FargoCassPublicHealth.com

8

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF FARGO CASS PUBLIC HEALTH

DATE: DECEMBER 27, 2017

RE: ARTICLES 11-0805 THROUGH 11-0807 - DUTY OF PROPERTY OWNERS TO CONTROL STAGNANT WATER, FILL EXCAVATIONS, REMOVE DIRT PILES, NOXIOUS OR OTHER WEEDS, TALL GRASSES

Staff at Fargo Cass Public Health request Articles 11-0805 through 11-0807, regarding duty of property owners to control stagnant water, fill excavations, remove dirt piles, noxious or other weeds, tall grasses, be directed to the city attorney's office to amend the ordinance language.

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

Suggested Motion: Move to task the City Attorney's office to work with Fargo Cass Public Health to review and update Articles 11-0805 through 11-0807.

GL/la

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

(9)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

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

DATE: **DECEMBER 28, 2017**

RE0: **AGREEMENT FOR SERVICES WITH AE2S FOR BREASTFEEDING MARKETING FOR $18,000**
RFP: 17362

The attached Contract Agreement with AE2S is to provide marketing and communication for the breastfeeding initiatives.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with AE2S.

RR/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 15th day of January 2018, by and between Fargo Cass Public Health ("FCPH"); and AE2S Communications.

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of January 15, 2018 through September 30, 2018.

B. **Statement of Work:** A comprehensive marketing and communications campaign will be developed and implemented to promote local breastfeeding initiatives.

C. **Reimbursement:** The contracting company, AE2S Communications, shall be reimbursed on an hourly basis according to the Hourly Fee Schedule (attached) and submit an invoice with reimbursement not to exceed $18,000.

D. **Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of grant partner and shall not be deemed an employee of Fargo Cass Public Health for any other purpose.

B. The laws of the State of North Dakota shall govern this contract agreement. I hereby certify that the above assurances and provisions of responsibility have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman, *Director of Public Health*

Date 12/28/17

CONSULTANT

By
Tammy Jo A. Taft, *Communications Specialist, AE2S Communications*

Date 10/23/2017

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

Date

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

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

DATE: **DECEMBER 28, 2017**

RE: **GRANT AGREEMENT FOR $10,900 WITH CONSULTANT JANICE TWEET**

The attached Agreement for Services with Janice Tweet for $10,900 is to develop and pilot a fruit and vegetables food recovery system (gleaning) for 2018 growing season.

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

Suggested Motion: Move to approve the Agreement for Services with Janice Tweet gleaning project.

RR/LA
Enclosure

AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 2nd day of January, 2018, by and between Fargo Cass Public Health ("FCPH"); and Janice Tweet (Independent Contracting Consultant).

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of January 2, 2018 through September 30, 2018.

B. **Services to be provided by independent contractor:** Independent contractor will function as the Project Coordinator to lead efforts to develop and pilot a fruit and vegetable food recovery system (gleaning) during the 2018 growing season. Contractor will work with partners to assess local food recover activities, research existing gleaning networks, investigate legal implications, recruit growers and volunteers, develop a gleaning system plan which may include online networking capabilities, and market and pilot the system. Contractor will develop and provide volunteer training as needed, collect data and determine aspects needed to make the system sustainable.

C. **Reimbursement:** The independent contracting consultant shall be reimbursed an approximate stipend of $1,210 per month, not to exceed a maximum total of $10,900 *(based on a rate of $35 per hour for 311.4 hours).*

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The independent contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee that shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.

B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 12/28/17

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

CONSULTANT

By Janice Tweet
Janice Tweet
Independent Contractor

Date 12/27/2017

11a

City of Fargo Staff Report			
Title:	Vista Village Sixth Addition	**Date:** **Update:**	10/30/2017 12/20/17
Location:	4318 and 4324 37th Avenue South	**Staff Contact:**	Barrett Voigt
Legal Description:	Lots 6-7, Block 4, Vista Village Addition		
Owner(s)/Applicant:	EVI Fargo LLC/Nick Stattelman	**Engineer:**	AE2S
Entitlements Requested:	**Minor Subdivision** (Replat Lots 6-7, Block 4, Vista Village Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: January 2, 2018		

Existing
Land Use: Detached Housing Units
Zoning: SR-3, Single-Dwelling Residential
Uses Allowed: Detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities
Maximum Density Allowed: 8.7 units per acre

Proposed
Land Use: No Change
Zoning: No Change
Uses Allowed: No Change
Maximum Density Allowed: No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Vista Village Sixth Addition,** which is a replat of Lot 6 and 7, Block 4, Vista Village Addition. The subject properties are located at 4318 and 4324 37th Avenue South and encompass approximately .248 acres. The applicant is proposing a two (2) lot, one (1) block minor subdivision to adjust interior lot lines and bring interior-side setbacks into conformance with the Land Development Code (LDC) for financial purposes.

According to the applicant, the subject properties were reviewed as a unified development during the building permit review process in the past and the space between the residences were not considered interior-side setbacks as part of that review. In order to satisfy financial requirements for the sale of the properties, the applicant would like to bring Lot 7 into conformance with interior-side setbacks of the LDC. The proposed minor subdivision replat would shift the lot line between Lots 6 and 7 four (4) feet west so that the interior-side setback for Lot 7 would be adjusted from 3.25 feet to 7.25 feet.

The subject property is located in a SR-3, Single-Dwelling Residential zoning district. The interior-side setback requirement for SR-3 zoned properties is the lesser of 5 feet or 10% of the lot width. If the proposed width for Lot 7 were allowed, the width of the property would be 64 feet and would require an interior-side setback of 5 feet. As a result of the proposed interior-side line adjustment, Lot 7 of the subject property would conform to the LDC dimensional standard requirements and satisfy the interior-side setback requirement.

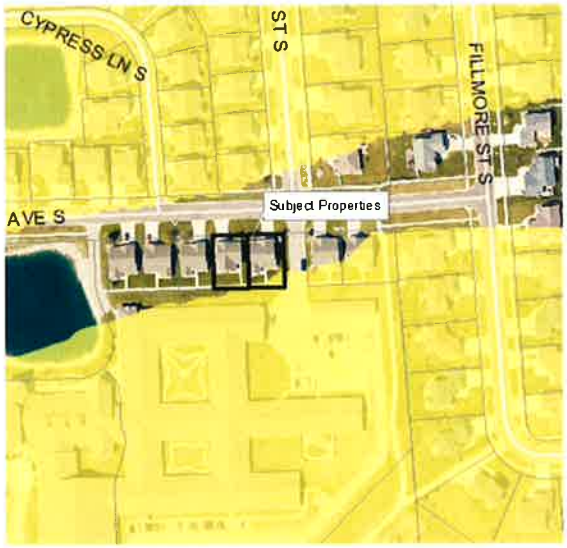
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: Across 37th Avenue South, SR-2, Single-Dwelling Residential and SR-4, Single-Dwelling Residential with detached housing use
- East: SR-2, Single-Dwelling Residential with detached housing use
- South: MR-1, Multi-Dwelling Residential with assisted living facility use
- West: SR-3, Single-Dwelling Residential with detached housing use

Area Plans:

The subject properties are located within the bounds of the 2003 Southwest Future Land Use Plan. The plan designates portions of the subject area as suitable for Low/Medium Density Residential land use.



Schools and Parks:

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

Neighborhood: The subject property is located in the Pointe West Neighborhood.

Parks: Vista Village Park (3750 45th Street South) is located less than 700 feet west of the subject property with recreational trail amenities.

Pedestrian / Bicycle: There is an off-road bike facility located along 37th Avenue South less than 700 feet west of the subject property. This bike route is a component of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

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

located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.
The subdivision is intended to replat Lots 6 and 7, Block 4, Vista Village Addition into two lots and one block so that the properties meet the dimensional standards of the LDC. 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: November 7, 2017

On November 7, with an 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Vista Village Sixth 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".

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and hereby move to approve the proposed subdivision plat, **Vista Village Sixth 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."

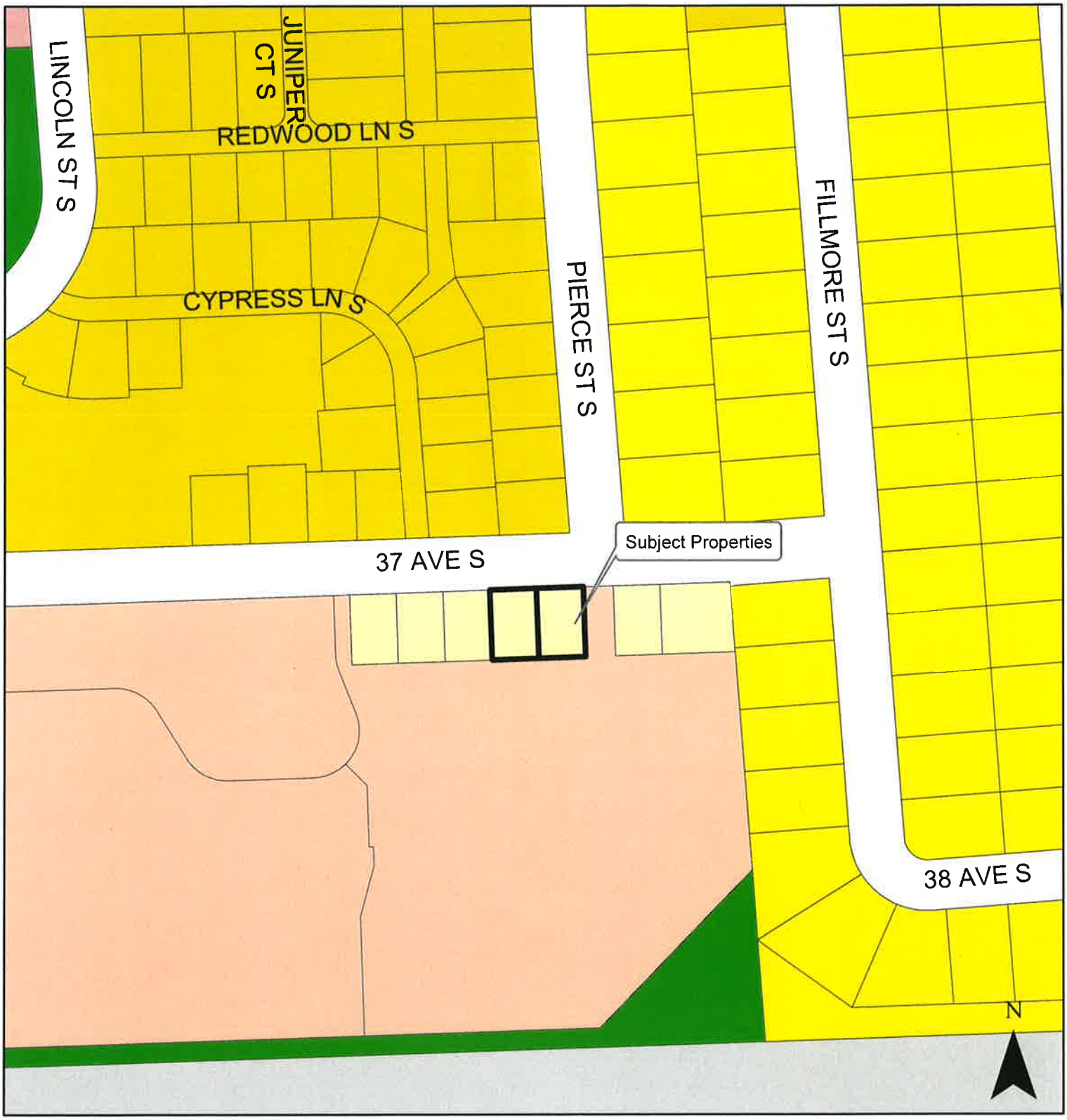
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Vista Village Sixth Addition

4318 & 4324 37th Avenue South



THE CITY OF Fargo FAR MORE

AG LC MHP SR-1
DMU LI NCI SR-2
GC MR-1 NO SR-3
GI MR-2 P/I SR-4
GO MR-3 UMU SR-5

300 Feet

Fargo Planning Commission
November 7, 2017

Plat (Minor)

Vista Village Sixth Addition

4318 & 4324 37th Avenue South

THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
November 7, 2017

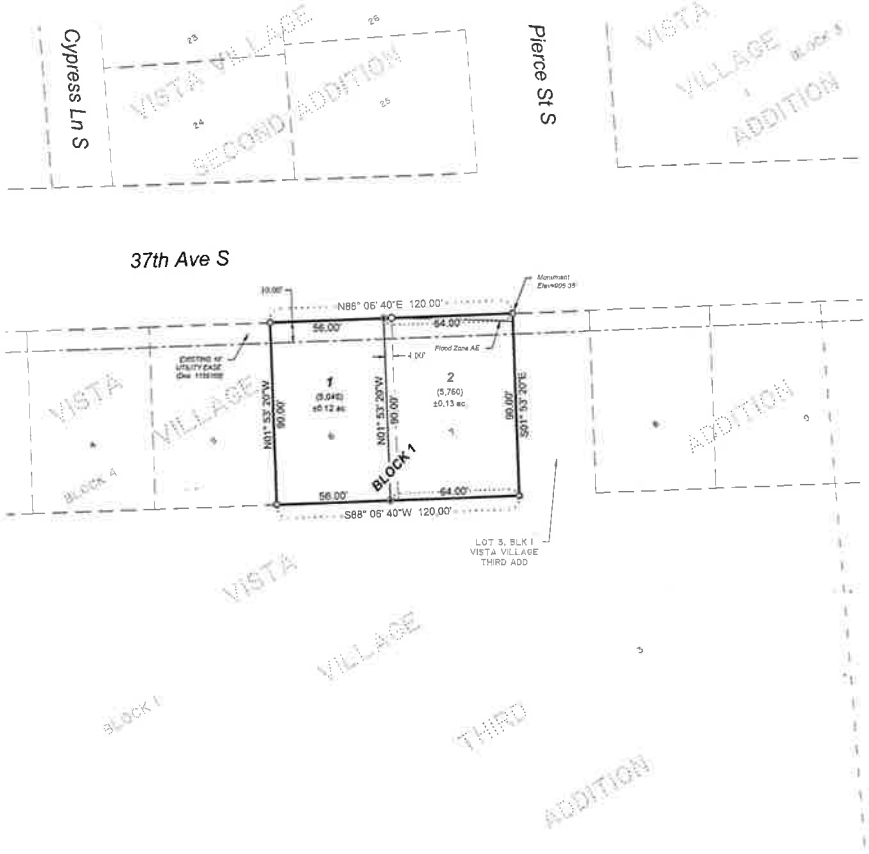
VISTA VILLAGE SIXTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)
BEING A REPLAT OF LOTS 6 & 7, BLOCK 4, VISTA VILLAGE ADDITION

DESCRIPTION OF PLAT BOUNDARY

All of Lots 6 & 7, Block 4, Vista Village Addition to the City of Fargo, Cass County, North Dakota.

Said plat contains 10,800 square feet or 0.248 acres, more or less, and is subject to all easements and rights-of-way of record



CERTIFICATE OF SURVEYOR

I, Nicholas R. Stateelman, Registered Professional Land Surveyor in the State of North Dakota, hereby certify that this map is a true and correct representation of a survey performed by me or under my direct supervision on or before September 19, 2017. All distances and measurements are true and correct to the best of my knowledge and belief, and all monuments will be placed in the ground as shown.

Nicholas R. Stateelman, North Dakota Registered Professional Land Surveyor No. LS-8218

STATE OF NORTH DAKOTA)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Nicholas R Stateelman, known to me to be the person described in the within instrument, and acknowledged to me that he executed the same.

Notary Public
State of North Dakota
My commission expires: _____

OWNER'S CERTIFICATE & DEDICATION

We, the undersigned, being all the owners and proprietors of the land platted herein, do hereby consent to the execution of this plat to be known as "VISTA VILLAGE SIXTH ADDITION" to the City of Fargo, Cass County, North Dakota and hereby dedicate and convey to the public, for public use, all streets and easements as shown on the plat

Rex Carlson, Treasurer
EVI Fargo, LLC

STATE OF NORTH DAKOTA)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Rex Carlson of EVI Fargo, LLC, known to me to be the person described in the within instrument, and acknowledged to me that he executed the same

Notary Public
State of South Dakota
My commission expires: _____

CITY ENGINEER APPROVAL

This plat is approved by the Fargo City Engineer on this _____ day of _____, 20____.

Mark H. Bittner, City Engineer

STATE OF NORTH DAKOTA)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Mark H. Bittner, Fargo City Engineer, known to me to be the person described in the within instrument, and acknowledged to me that he executed the same.

State of North Dakota
My commission expires: _____

CITY COMMISSION APPROVAL

This plat is approved by the Fargo City Commission on this _____ day of _____, 20____

Tim Mahoney, Mayor

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Tim Mahoney, Mayor, and Steve Sprague, City Auditor, known to me to be the persons described in the within instrument, and acknowledged to me that they executed the same

State of North Dakota
My commission expires: _____

CITY PLANNING COMMISSION APPROVAL

This plat is approved by the Fargo Planning Commission on this _____ day of _____, 20____

Shara Fischer, Chair

STATE OF NORTH DAKOTA)
COUNTY OF _____) SS

On this _____ day of _____, 20____, before me, a Notary Public in and for said County and State, personally appeared Shara Fischer, Fargo Planning Commission Chair, known to me to be the person described in the within instrument, and acknowledged to me that she executed the same.

State of North Dakota
My commission expires: _____

VICINITY MAP

NOT TO SCALE

LEGEND

- EXISTING LOT LINE
- PLAT BOUNDARY
- NEW LOT LINE
- UTILITY EASEMENT
- EASEMENT
- NEGATIVE ACCESS EASEMENT
- SECTION LINE
- QUARTER SECTION LINE

- FOUND IRON MONUMENT
- FOUND IRON MONUMENT w/ PLASTIC CAP
- MONUMENT PLACED THIS SURVEY 30"X 36" LONG REBAR WITH PLASTIC CAP MARKED N.R.S. LS-8218
- EXISTING LOT NUMBER
- 1 LOT NUMBER
- (5,040) LOT AREA (SQUARE FEET)
- ±0.12 ac LOT AREA (ACRES)
- ZONE AE FEMA SPECIAL FLOOD HAZARD AREA

NOTES

1. **BASIS OF BEARINGS:** DISTANCES AND BEARINGS ARE BASED ON THE CITY OF FARGO COORDINATE SYSTEM. ALL DISTANCES SHOWN ARE GROUND DISTANCES IN U.S. SURVEY FEET. BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS PLATS DUE TO DIFFERENT METHODS OF MEASUREMENT. ALL ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND WERE DETERMINED BY GPS OBSERVATIONS FROM THE CITY OF FARGO BASE STATION
2. EXISTING EASEMENTS: PLAT IS SUBJECT TO ALL PRIOR EASEMENTS OF RECORD, INCLUDING A CABLE ONE INC. UTILITY EASEMENT (Doc. No 1211418).
3. **FLOOD ZONE CLASSIFICATION:** THIS AREA FALLS ENTIRELY WITHIN ZONE "X" FLOOD AREA PER FEMA FIRM NUMBER 38017C0778G, CASS COUNTY, NORTH DAKOTA, EFFECTIVE DATE: JANUARY 16, 2015. ZONE "X" AREAS ARE AREAS OF 0.2% CHANCE ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD. **BASE FLOOD ELEVATION (BFE) = 900.7'.** BFE OBTAINED FROM CITY OF FARGO 41" INUNDATION AREA MAPPING (Sheet 11).

AE2S

SHEET 1 of 1

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City of Fargo Staff Report			
Title:	Vista Village Seventh Addition	**Date:** **Update:**	10/30/2017 12/20/17
Location:	4304 and 4312 37th Avenue South	**Staff Contact:**	Barrett Voigt
Legal Description:	Lots 8-9, Block 4, Vista Village Addition		
Owner(s)/Applicant:	EVI Fargo LLC/Nick Stattelman	**Engineer:**	AE2S
Entitlements Requested:	**Minor Subdivision** (Replat of Lots 8-9, Block 4, Vista Village Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: January 2, 2018		

Existing
Land Use: Detached Housing Units
Zoning: SR-3, Single-Dwelling Residential
Uses Allowed: Detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities
Maximum Density Allowed: 8.7 units per acre

Proposed
Land Use: No Change
Zoning: No Change
Uses Allowed: No Change
Maximum Density Allowed: No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Vista Village Seventh Addition**, which is a replat of Lots 8 and 9, Block 4, Vista Village Addition. The subject properties are located at 4304 and 4312 37th Avenue South and encompass approximately .314 acres. The applicant is proposing a two (2) lot, one (1) block minor subdivision to adjust interior lot lines and bring interior-side setbacks into conformance with the Land Development Code (LDC) for financial purposes.

According to the applicant, the subject properties were reviewed as a unified development during the building permit review process in the past and the space between the residences were not considered interior-side setbacks as part of that review. In order to satisfy financial requirements for the sale of the properties, the applicant would like to bring Lot 8 into conformance with interior-side setbacks of the LDC. The proposed minor subdivision replat would shift the lot line between Lots 8 and 9 two (2) feet east so that the interior setback for Lot 8 would be adjusted from 4.32 feet to 6.32 feet.

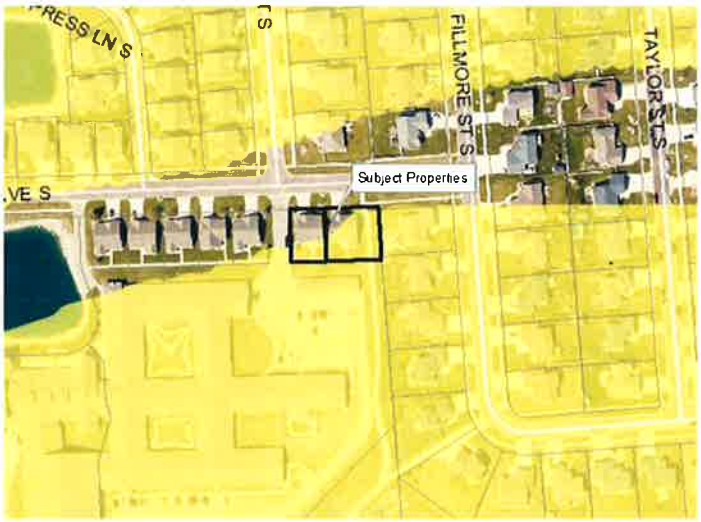
The subject property is located in an SR-3, Single-Dwelling Residential zoning district. The interior-side setback requirement for SR-3 zoned properties is the lesser of 5 feet or 10% of the lot width. If the proposed width for Lot 8 were allowed, the width of the property would be 62 feet and would require an interior-side setback of 5 feet. As a result of the proposed interior-side line adjustment, Lot 8 of the subject property would conform to the LDC dimensional standard requirements and satisfy the interior-side setback requirement.

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

Surrounding Land Uses and Zoning Districts:
North: Across 37th Avenue South, SR-2, Single-Dwelling Residential and SR-4, Single-Dwelling Residential with detached housing use
East: SR-2, Single-Dwelling Residential with detached housing use
South: MR-1, Multi-Dwelling Residential with assisted living facility use
West: SR-3, Single-Dwelling Residential with detached housing use

Area Plans:

The subject properties are located within the bounds of the 2003 Southwest Future Land Use Plan. The plan designates portions of the subject area as suitable for Low/Medium Density Residential land use.



Schools and Parks:

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

Neighborhood: The subject property is located in the Pointe West Neighborhood.

Parks: Vista Village Park (3750 45th Street South) is located less than 700 feet west of the subject property with recreational trail amenities.

Pedestrian / Bicycle: There is an off-road bike facility located along 37th Avenue South less than 700 feet west of the subject property. This bike route is a component of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

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

The subdivision is intended to replat Lots 8-9, Block 4, Vista Village Addition into two lots and one block so that the properties meet the dimensional standards of the LDC. 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 received one phone call inquiry from a nearby property. 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: November 7, 2017

On November 7, with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Vista Village Seventh 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".

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby move to approve the proposed subdivision plat, **Vista Village Seventh 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".

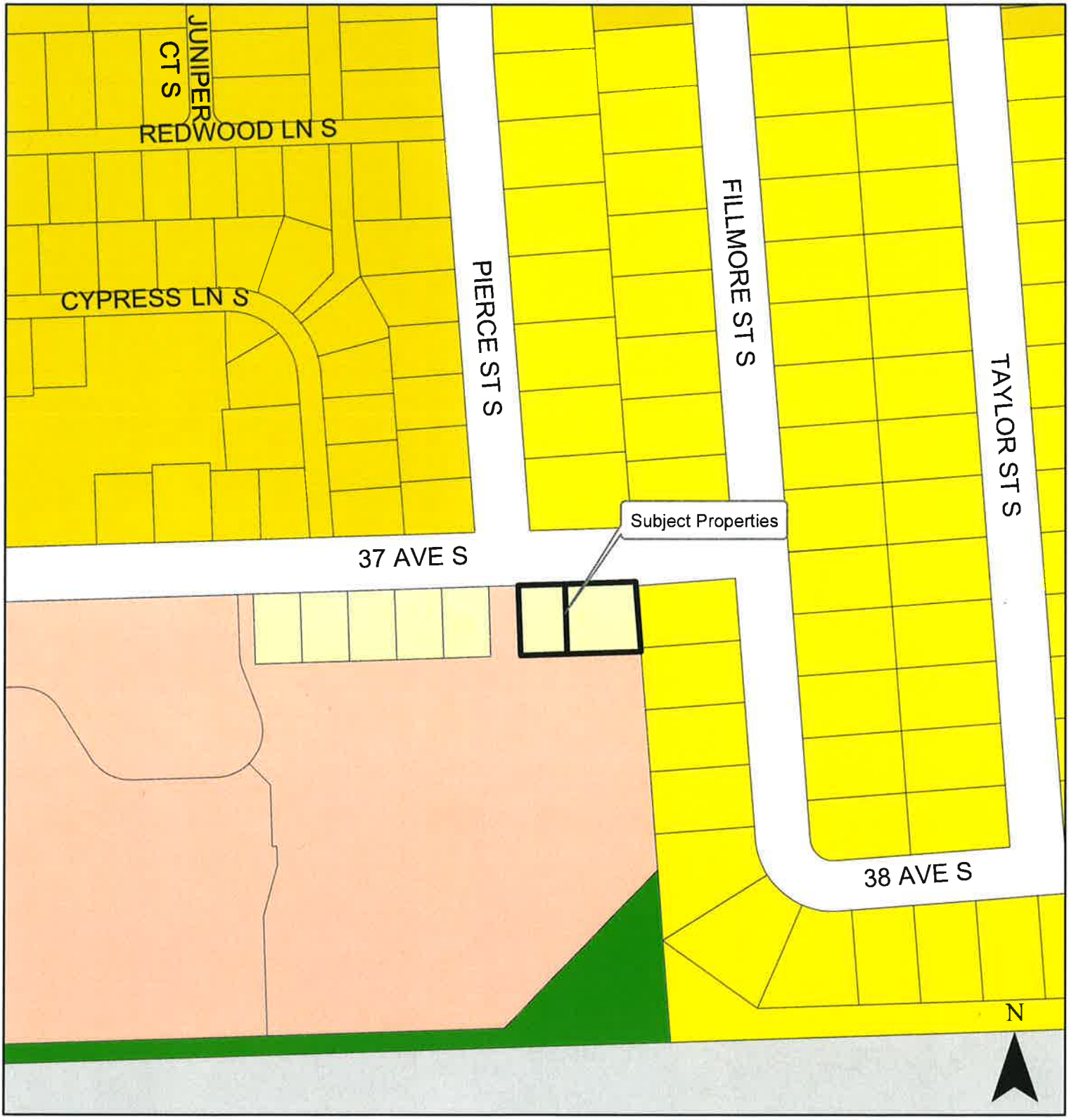
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (Minor)

Vista Village Seventh Addition

4312 & 4304 37th Avenue South



THE CITY OF Fargo FAR MORE

AG LC MHP SR-1
DMU LI NCI SR-2
GC MR-1 NO SR-3
GI MR-2 P/I SR-4
GO MR-3 UMU SR-5

300 Feet

Fargo Planning Commission
November 7, 2017

Plat (Minor)

Vista Village Seventh Addition

4312 & 4304 37th Avenue South

THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
November 7, 2017

REPORT OF ACTION

(12)

CONSULTANT SELECTION COMMITTEE

CONSTRUCTION AND MATERIALS TESTING SERVICES

Date of Hearing: December 20, 2017

Routing	Date
City Commission	January 2, 2018
Consultant File	
Project File	X
Petitioners	
Selection Committee	X

Proposal Received for:
Construction Materials Testing Services for years 2018 through 2020
City Wide
Project No. MS-18-A0

Proposals were received from the following consultants:
1. Braun Intertec Corporation
2. Northern Technologies, LLC
3. Terracon Consultants, Inc.

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	Criteria	Points
1.	Specialized Experience/Technical Expertise of Organization and Staff	20
2.	Capacity of Organization to Perform Work Within Time Limitations	20
3.	Past Record of Performance on Contracts with City	40
4.	Cost of Services to be Provided	20

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred consultants. The Committee has deemed all three respondents as qualified at this time to perform the services outlined in the RFP, and recommend the City enter into a Master Services Agreement with all three.

Per the terms of the RFP, the firms submitted pricing for the construction material testing services that are fixed for the years 2018 through 2020.

Recommended Motion:
Concur with consultant selection and recommend contract award for Construction and Materials Testing for the years 2018, 2019, and 2020 to Braun Intertec Corporation, Northern Technologies, LLC, and Terracon Consultants, Inc.

Committee:	Present	Yes	No	Unanimous
				X
Brenda Derrig, Division Engineer	X	X		
Jeremy Gorden, Division Engineer	X	X		
Tom Knakmuhs, Division Engineer	X	X		

Tom Knakmuhs
Division Engineer

C: Ezra Ballinger — Braun Intertec Corporation
Nick Berglund — Northern Technologies, LLC
Greg Johnson — Terracon Consultants, Inc.

Terracon

December 27, 2017

Office of the City Auditor
c/o City Hall
200 3rd Street North
Fargo, ND 58102

Attn: Tom Knakmuhs
PHN: 701.241.1545
Email: tknakmuhs@fargoND.gov

Re: **MS-18-A0 for Construction Materials Testing Services**
Master Professional Services Agreement

Dear Mr. Knakmuhs:

Terracon would like to thank you for selecting us as one of your professional service providers for 2018-2020. Attached is the signed Master Professional Services Agreement for your review and use.

We would like to point out that our legal department has requested that we add the text shown under Part 1.5.1 relative to third party reliance of the work product. This was also done on the MS-15-A0 MSA.

Should you have any questions regarding the attached Master Services Agreement, please contact me at 701.282.9633. Thank you for your time and consideration.

Sincerely,
Terracon Consultants, Inc.

Gregory A. Johnson, P.E.
Senior Engineer
greg.johnson@terracon.com

MS-18-A0 for Construction Materials Testing Services

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 27th day of December, 2017, by and between the **CITY OF FARGO, a North Dakota municipal corporation** (hereinafter called "City") and Terracon Consultants, Inc. (hereinafter called "TERRACON"), sets forth the terms and conditions pursuant to which TERRACON may, from time to time, provide City with professional services (the "Services").

The contract documents that comprise the entire agreement between City and TERRACON concerning the Work consist of this Agreement, Task Orders, insurance certificates, change orders, and additional documents specific to the particular project, as listed in separate Task Orders, and together they set forth the terms and conditions under which TERRACON will provide City with the Services described therein.

All contract documents described in this section are a part of this contract, though they may not be attached to this contract or repeated herein.

This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term. NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and TERRACON hereby agree as follows:

1. **Responsibilities of TERRACON.**

1.1 **Services.** City may, in its sole discretion, from time to time request TERRACON to perform professional services on City construction projects pursuant to the terms of this Agreement. For each Project requiring services from TERRACON, City will authorize such work by executing a Task Order form that has been prepared and forwarded to City by TERRACON. Upon receipt of a signed Task Order, TERRACON shall perform the Services pursuant to the terms of the Task Order and this Agreement.

City's representative(s) with individual authority to execute the Task Orders is(are):

City Engineer and Division Engineers (list position(s) held).

TERRACON shall provide its Services in a professional manner that is consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.

1.2 **Timing.** TERRACON shall perform the Services in each Task Order in the sequence and time that is required by the progress and nature of the Project. If TERRACON is delayed in the performance of the Services by actions or neglect of City, City shall compensate TERRACON accordingly.

1.3 **Budget.** TERRACON agrees that compensation for Services authorized pursuant to this Agreement shall be based upon the rates attached to this Agreement as Exhibit A, or as may be otherwise negotiated by City and TERRACON and reflected on a Task Order ("Schedule of Charges"). City reserves the right to increase or decrease the quantities of work without changes in the rates. City will issue Change Orders to modify contract time commensurate with approved changes in the Services.

1.4 **Coordination.** TERRACON shall coordinate its work with the services provided by others relative to the Project. TERRACON shall be available to City for general consultation relative to the Project. A representative of TERRACON shall attend all meetings relative to the Project that are reasonably required to fully perform the Services.

1.5 **Ownership of Documents.**

1.5.1 **Right in Work Product.** The specific work product of TERRACON services for which it is reimbursed by City, including all data, documents, results, ideas, developments, and inventions that TERRACON conceives or reduces to practice during the course of its performance under this Agreement, shall be the property of City, but TERRACON may reuse such information in the normal course of its business and retains its rights in any standard details or drawings.

Terracon will not be responsible for the unauthorized reuse or modification of its work product.

1.5.2 **Digital Data.** TERRACON will furnish City with electronic data versions of certain drawings or other written documents ("Digital Data") compatible with City's software (to the extent possible) unless otherwise agreed upon. On each test report, TERRACON shall print a unique identifying number as well as the City's project number. All reports shall be submitted electronically by email, in PDF format, to the City Engineer's representative, the Contractor, and the Material Supplier (when applicable).

2. **Indemnification and Insurance.**

2.1 **Indemnity.** To the extent permitted by law, TERRACON shall indemnify and hold City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services. To the extent that a claim arises out of the Professional Liability of TERRACON, liability is limited to those damages actually incurred as a result of negligence and paid, and to amounts covered by the professional liability insurance policy carried by TERRACON and within the agreed insurance limits.

2.2 **Insurance.** TERRACON shall keep and maintain the following insurance coverages:

2.2.1 **Professional Liability Insurance.** TERRACON shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services Such insurance shall be on a "claims made" basis and in the amount of at least $1,000,000.

2.2.2 **Workers Compensation Insurance.** TERRACON shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	$1,000,000	Bodily Injury by accident	Each accident
	$1,000,000	Bodily Injury by disease	Policy limit
	$1,000,000	Bodily Injury by disease	Each employee

2.2.3 **General Liability Insurance.** TERRACON shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 2.1 of this Agreement). Limits of coverage shall not be less than:

$2,000,000	Per occurrence
$2,000,000	Aggregate

2.2.4 **Automobile Insurance.** TERRACON shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000 Per occurrence

2.2.5 **Excess/Umbrella Coverage.** TERRACON may meet the levels of insurance required by Sections 2.2.3 and 2.2.4 through a combination of Primary and Excess/Umbrella coverage.

2.2.6 **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. TERRACON shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

2.2.7 **Health and Safety.** TERRACON will take all necessary precautions, meet all legal requirements for the health and safety of all its employees on the project and all other persons who may be affected by the Work, and comply with City's safety rules. This requirement will apply continuously and is not limited to normal working hours. TERRACON shall have the right to restrict from the site any persons who do not comply with reasonable safety requirements of TERRACON.

2.2.8 **Invoicing.** TERRACON shall submit itemized monthly statements for such compensation equal to the value of the Services completed throughout the preceding month, as such value is determined in accordance with the Schedule of Charges. Said invoices shall reference the City's Project number and shall be itemized by unique test report number to show the exact amount being billed for each test performed.

3. **City's Responsibilities.**

3.1 **Compensation.** City will pay to TERRACON compensation for the Services as set forth in each Task Order, together with any adjustments set forth in written Change Orders. All invoices submitted in accordance with section 2 above shall become due and payable by City within 45 days of the date of receipt of any such invoice. City shall notify TERRACON in writing, within 15 days of the date of the invoice, if City objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. City shall pay a finance charge fee of 1.5% per month, but not exceeding the maximum amount allowed by law, for all unpaid amounts 45 days or older. Upon receipt of each payment, TERRACON shall furnish a mechanic's lien waiver reflecting all sums paid to TERRACON.

3.2 **Changes and Adjustments.** City may order changes to the Task Order consisting of additions, deletions or other revisions, with corresponding adjustments to the compensation to TERRACON and the project schedule. All such changes in the Services shall be authorized by written Change Order. An adjustment to the compensation to TERRACON resulting from a change in the Services shall be determined by: mutual acceptance of a lump sum amount, application of hourly billing rates as set forth in the current Schedule of Charges, or in such other manner as is mutually agreed upon by TERRACON and City. If TERRACON believes it is entitled to additional compensation or time for performing additional services that are beyond the scope of the Task Order issued for the Project, TERRACON shall immediately notify City thereof and secure City's approval prior to performing such additional services. TERRACON shall not be entitled to additional compensation if additional work is the result of its errors.

3.3 **Furnishing Information.** City shall, at its expense, provide TERRACON with the information, services and other materials regarding the Project that are described in the respective Task Order, and shall immediately transmit new, updated, or revised information as it becomes available. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services, and will execute any necessary site access agreements.

3.4 **Location of Underground Facilities.** TERRACON will contact North Dakota One Call and request they notify the appropriate utility vendors to clear the underground utilities. City or its authorized representative will notify TERRACON immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

3.5 **Third Party Reliance.** This Agreement and the Services provided are for TERRACON's and City's sole benefit and exclusive use, with no third party beneficiaries intended.

4. **Miscellaneous.**

4.1 **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by TERRACON to City and shall be incorporated in all Authorizations for Services unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

4.2 **Hazardous Materials.** TERRACON is responsible for compliance with any requirements regarding hazardous materials. If TERRACON encounters a hazardous material or substance and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the material defined as toxic of hazardous pursuant to federal or state statutes or regulations, encountered on the site by TERRACON, TERRACON shall immediately stop work in the affected area and report the condition to City.

4.3 The applicable Statute of Limitations shall commence to run when the Client first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by NDCC 28-01-04 (Statute of Repose).

4.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

4.5 **Assignment.** This Agreement may not be assigned by TERRACON or City without the prior written consent of the other party.

4.6 Independence: In performing all Services under this Agreement, TERRACON shall be and remain an independent contractor in fact and in law. City shall have no control, or right of control over the manner or means of TERRACON performing its work. TERRACON shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

4.7 **Consequential Damages:** North Dakota Law governs claims for Consequential damages.

4.8 **Dispute Resolution** TERRACON and City will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

4.9 **Termination.** This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event TERRACON shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

4.10 **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

4.11 **Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and TERRACON have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

By_____
Its Timothy J. Mahoney, Mayor

By_____
Its_____

Terracon Consultants, Inc.

By Peggy Hohn
Its Senior Engineer

MS-18-A0 for Construction Materials Testing Services

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 27th day of December 2017, by and between the **CITY OF FARGO, a North Dakota municipal corporation** (hereinafter called "City") and Northern Technologies, LLC (hereinafter called "NTI"), sets forth the terms and conditions pursuant to which NTI may, from time to time, provide City with professional services (the "Services").

The contract documents that comprise the entire agreement between City and NTI concerning the Work consist of this Agreement, Task Orders, insurance certificates, change orders, and additional documents specific to the particular project, as listed in separate Task Orders, and together they set forth the terms and conditions under which NTI will provide City with the Services described therein.

All contract documents described in this section are a part of this contract, though they may not be attached to this contract or repeated herein.

This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term. NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and NTI hereby agree as follows:

1. **Responsibilities of NTI.**

1.1 **Services.** City may, in its sole discretion, from time to time request NTI to perform professional services on City construction projects pursuant to the terms of this Agreement. For each Project requiring services from NTI, City will authorize such work by executing a Task Order form that has been prepared and forwarded to City by NTI. Upon receipt of a signed Task Order, NTI shall perform the Services pursuant to the terms of the Task Order and this Agreement.

City's representative(s) with individual authority to execute the Task Orders is(are):

City Engineer and Division Engineers (list position(s) held).

NTI shall provide its Services in a professional manner that is consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.

1.2 **Timing.** NTI shall perform the Services in each Task Order in the sequence and time that is required by the progress and nature of the Project. If NTI is delayed in the performance of the Services by actions or neglect of City, City shall compensate NTI accordingly.

1.3 **Budget.** NTI agrees that compensation for Services authorized pursuant to this Agreement shall be based upon the rates attached to this Agreement as Exhibit A, or as may be otherwise negotiated by City and NTI and reflected on a Task Order ("Schedule of Charges"). City reserves the right to increase or decrease the quantities of work without changes in the rates. City will issue Change Orders to modify contract time commensurate with approved changes in the Services.

1.4 **Coordination.** NTI shall coordinate its work with the services provided by others relative to the Project. NTI shall be available to City for general consultation relative to the Project. A representative of NTI shall attend all meetings relative to the Project that are reasonably required to fully perform the Services.

1.5 **Ownership of Documents.**

1.5.1 **Right in Work Product.** The specific work product of NTI services for which it is reimbursed by City, including all data, documents, results, ideas, developments, and inventions that NTI conceives or reduces to practice during the course of its performance under this Agreement, shall be the property of City, but NTI may reuse such information in the normal course of its business and retains its rights in any standard details or drawings.

1.5.2 **Digital Data.** NTI will furnish City with electronic data versions of certain drawings or other written documents ("Digital Data") compatible with City's software (to the extent possible) unless otherwise agreed upon. On each test report, NTI shall print a unique identifying number as well as the City's project number. All reports shall be submitted electronically by email, in PDF format, to the City Engineer's representative, the Contractor, and the Material Supplier (when applicable).

2. **Indemnification and Insurance.**

2.1 **Indemnity.** To the extent permitted by law, NTI shall indemnify and hold City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services. To the extent that a claim arises out of the Professional Liability of NTI, liability is limited to those damages actually incurred as a result of negligence and paid, and to amounts covered by the professional liability insurance policy carried by NTI and within the agreed insurance limits.

2.2 **Insurance.** NTI shall keep and maintain the following insurance coverages:

2.2.1 **Professional Liability Insurance.** NTI shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services Such insurance shall be on a "claims made" basis and in the amount of at least $1,000,000.

2.2.2 **Workers Compensation Insurance.** NTI shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	$1,000,000	Bodily Injury by accident	Each accident
	$1,000,000	Bodily Injury by disease	Policy limit
	$1,000,000	Bodily Injury by disease	Each employee

2.2.3 **General Liability Insurance.** NTI shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 2.1 of this Agreement). Limits of coverage shall not be less than:

$2,000,000	Per occurrence
$2,000,000	Aggregate

2.2.4 **Automobile Insurance.** NTI shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000 Per occurrence

2.2.5 **Excess/Umbrella Coverage.** NTI may meet the levels of insurance required by Sections 2.2.3 and 2.2.4 through a combination of Primary and Excess/Umbrella coverage.

2.2.6 **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. NTI shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

2.2.7 **Health and Safety.** NTI will take all necessary precautions, meet all legal requirements for the health and safety of all its employees on the project and all other persons who may be affected by the Work, and comply with City's safety rules. This requirement will apply continuously and is not limited to normal working hours. NTI shall have the right to restrict from the site any persons who do not comply with reasonable safety requirements of NTI.

2.2.8 **Invoicing.** NTI shall submit itemized monthly statements for such compensation equal to the value of the Services completed throughout the preceding month, as such value is determined in accordance with the Schedule of Charges. Said invoices shall reference the City's Project number and shall be itemized by unique test report number to show the exact amount being billed for each test performed.

3. **City's Responsibilities.**

3.1 **Compensation.** City will pay to NTI compensation for the Services as set forth in each Task Order, together with any adjustments set forth in written Change Orders. All invoices submitted in accordance with section 2 above shall become due and payable by City within 45 days of the date of receipt of any such invoice. City shall notify NTI in writing, within 15 days of the date of the invoice, if City objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. City shall pay a finance charge fee of 1.5% per month, but not exceeding the maximum amount allowed by law, for all unpaid amounts 45 days or older. Upon receipt of each payment, NTI shall furnish a mechanic's lien waiver reflecting all sums paid to NTI.

3.2 **Changes and Adjustments.** City may order changes to the Task Order consisting of additions, deletions or other revisions, with corresponding adjustments to the compensation to NTI and the project schedule. All such changes in the Services shall be authorized by written Change Order. An adjustment to the compensation to NTI resulting from a change in the Services shall be determined by: mutual acceptance of a lump sum amount, application of hourly billing rates as set forth in the current Schedule of Charges, or in such other manner as is mutually agreed upon by NTI and City. If NTI believes it is entitled to additional compensation or time for performing additional services that are beyond the scope of the Task Order issued for the Project, NTI shall immediately notify City thereof and secure City's approval prior to performing such additional services. NTI shall not be entitled to additional compensation if additional work is the result of its errors.

3.3 **Furnishing Information.** City shall, at its expense, provide NTI with the information, services and other materials regarding the Project that are described in the respective Task Order, and shall immediately transmit new, updated, or revised information as it becomes available. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services, and will execute any necessary site access agreements.

3.4 **Location of Underground Facilities.** NTI will contact North Dakota One Call and request they notify the appropriate utility vendors to clear the underground utilities. City or its authorized representative will notify NTI immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

3.5 **Third Party Reliance.** This Agreement and the Services provided are for NTI's and City's sole benefit and exclusive use, with no third party beneficiaries intended.

4. **Miscellaneous.**

4.1 **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by NTI to City and shall be incorporated in all Authorizations for Services unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

4.2 **Hazardous Materials.** NTI is responsible for compliance with any requirements regarding hazardous materials. If NTI encounters a hazardous material or substance and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the material defined as toxic of hazardous pursuant to federal or state statutes or regulations, encountered on the site by NTI, NTI shall immediately stop work in the affected area and report the condition to City.

4.3 The applicable Statute of Limitations shall commence to run when the Client first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by NDCC 28-01-04 (Statute of Repose).

4.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

4.5 **Assignment.** This Agreement may not be assigned by NTI or City without the prior written consent of the other party.

4.6 Independence: In performing all Services under this Agreement, NTI shall be and remain an independent contractor in fact and in law. City shall have no control, or right of control over the manner or means of NTI performing its work. NTI shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

4.7 **Consequential Damages:** North Dakota Law governs claims for Consequential damages.

4.8 **Dispute Resolution** NTI and City will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

4.9 **Termination.** This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event NTI shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

4.10 **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

4.11 **Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and NTI have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

By_____
Its Timothy J. Mahoney, Mayor

By_____
Its_____

Northern Technologies, LLC

By N. B
Its Regional Manager

MS-18-A0 for Construction Materials Testing Services

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 21st day of December, 2017, by and ~~between~~ the **CITY OF FARGO, a North Dakota municipal corporation** (hereinafter called "City") and Braun Intertec Corporation (hereinafter called "BRAUN"), sets forth the terms and conditions pursuant to which BRAUN may, from time to time, provide City with professional services (the "Services").

The contract documents that comprise the entire agreement between City and BRAUN concerning the Work consist of this Agreement, Task Orders, insurance certificates, change orders, and additional documents specific to the particular project, as listed in separate Task Orders, and together they set forth the terms and conditions under which BRAUN will provide City with the Services described therein.

All contract documents described in this section are a part of this contract, though they may not be attached to this contract or repeated herein.

This Agreement shall be effective and applicable to Task Orders issued hereunder for 3 years from the Effective Date of the Agreement. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term. NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and BRAUN hereby agree as follows:

1. **Responsibilities of BRAUN.**

1.1 **Services.** City may, in its sole discretion, from time to time request BRAUN to perform professional services on City construction projects pursuant to the terms of this Agreement. For each Project requiring services from BRAUN, City will authorize such work by executing a Task Order form that has been prepared and forwarded to City by BRAUN. Upon receipt of a signed Task Order, BRAUN shall perform the Services pursuant to the terms of the Task Order and this Agreement.

City's representative(s) with individual authority to execute the Task Orders is(are):

City Engineer and Division Engineers (list position(s) held).

BRAUN shall provide its Services in a professional manner that is consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.

1.2 **Timing.** BRAUN shall perform the Services in each Task Order in the sequence and time that is required by the progress and nature of the Project. If BRAUN is delayed in the performance of the Services by actions or neglect of City, City shall compensate BRAUN accordingly.

1.3 **Budget.** BRAUN agrees that compensation for Services authorized pursuant to this Agreement shall be based upon the rates attached to this Agreement as Exhibit A, or as may be otherwise negotiated by City and BRAUN and reflected on a Task Order ("Schedule of Charges"). City reserves the right to increase or decrease the quantities of work without changes in the rates. City will issue Change Orders to modify contract time commensurate with approved changes in the Services.

1.4 **Coordination.** BRAUN shall coordinate its work with the services provided by others relative to the Project. BRAUN shall be available to City for general consultation relative to the Project. A representative of BRAUN shall attend all meetings relative to the Project that are reasonably required to fully perform the Services.

1.5 **Ownership of Documents.**

1.5.1 **Right in Work Product.** The specific work product of BRAUN services for which it is reimbursed by City, including all data, documents, results, ideas, developments, and inventions that BRAUN conceives or reduces to practice during the course of its performance under this Agreement, shall be the property of City, but BRAUN may reuse such information in the normal course of its business and retains its rights in any standard details or drawings.

1.5.2 **Digital Data.** BRAUN will furnish City with electronic data versions of certain drawings or other written documents ("Digital Data") compatible with City's software (to the extent possible) unless otherwise agreed upon. On each test report, BRAUN shall print a unique identifying number as well as the City's project number. All reports shall be submitted electronically by email, in PDF format, to the City Engineer's representative, the Contractor, and the Material Supplier (when applicable).

2. **Indemnification and Insurance.**

2.1 **Indemnity.** To the extent permitted by law, BRAUN shall indemnify and hold City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services. To the extent that a claim arises out of the Professional Liability of BRAUN, liability is limited to those damages actually incurred as a result of negligence and paid, and to amounts covered by the professional liability insurance policy carried by BRAUN and within the agreed insurance limits.

2.2 **Insurance.** BRAUN shall keep and maintain the following insurance coverages:

2.2.1 **Professional Liability Insurance.** BRAUN shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services Such insurance shall be on a "claims made" basis and in the amount of at least $1,000,000.

2.2.2 **Workers Compensation Insurance.** BRAUN shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	$1,000,000	Bodily Injury by accident	Each accident
	$1,000,000	Bodily Injury by disease	Policy limit
	$1,000,000	Bodily Injury by disease	Each employee

2.2.3 **General Liability Insurance.** BRAUN shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 2.1 of this Agreement). Limits of coverage shall not be less than:

$2,000,000	Per occurrence
$2,000,000	Aggregate

2.2.4 **Automobile Insurance.** BRAUN shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000 Per occurrence

2.2.5 **Excess/Umbrella Coverage.** BRAUN may meet the levels of insurance required by Sections 2.2.3 and 2.2.4 through a combination of Primary and Excess/Umbrella coverage.

2.2.6 **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. BRAUN shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

2.2.7 **Health and Safety.** BRAUN will take all necessary precautions, meet all legal requirements for the health and safety of all its employees on the project and all other persons who may be affected by the Work, and comply with City's safety rules. This requirement will apply continuously and is not limited to normal working hours. BRAUN shall have the right to restrict from the site any persons who do not comply with reasonable safety requirements of BRAUN.

2.2.8 **Invoicing.** BRAUN shall submit itemized monthly statements for such compensation equal to the value of the Services completed throughout the preceding month, as such value is determined in accordance with the Schedule of Charges. Said invoices shall reference the City's Project number and shall be itemized by unique test report number to show the exact amount being billed for each test performed.

3. **City's Responsibilities.**

3.1 **Compensation.** City will pay to BRAUN compensation for the Services as set forth in each Task Order, together with any adjustments set forth in written Change Orders. All invoices submitted in accordance with section 2 above shall become due and payable by City within 45 days of the date of receipt of any such invoice. City shall notify BRAUN in writing, within 15 days of the date of the invoice, if City objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. City shall pay a finance charge fee of 1.5% per month, but not exceeding the maximum amount allowed by law, for all unpaid amounts 45 days or older. Upon receipt of each payment, BRAUN shall furnish a mechanic's lien waiver reflecting all sums paid to BRAUN.

3.2 **Changes and Adjustments.** City may order changes to the Task Order consisting of additions, deletions or other revisions, with corresponding adjustments to the compensation to BRAUN and the project schedule. All such changes in the Services shall be authorized by written Change Order. An adjustment to the compensation to BRAUN resulting from a change in the Services shall be determined by: mutual acceptance of a lump sum amount, application of hourly billing rates as set forth in the current Schedule of Charges, or in such other manner as is mutually agreed upon by BRAUN and City. If BRAUN believes it is entitled to additional compensation or time for performing additional services that are beyond the scope of the Task Order issued for the Project, BRAUN shall immediately notify City thereof and secure City's approval prior to performing such additional services. BRAUN shall not be entitled to additional compensation if additional work is the result of its errors.

3.3 **Furnishing Information.** City shall, at its expense, provide BRAUN with the information, services and other materials regarding the Project that are described in the respective Task Order, and shall immediately transmit new, updated, or revised information as it becomes available. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services, and will execute any necessary site access agreements.

3.4 **Location of Underground Facilities.** BRAUN will contact North Dakota One Call and request they notify the appropriate utility vendors to clear the underground utilities. City or its authorized representative will notify BRAUN immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

3.5 **Third Party Reliance.** This Agreement and the Services provided are for BRAUN's and City's sole benefit and exclusive use, with no third party beneficiaries intended.

4. **Miscellaneous.**

4.1 **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of services by BRAUN to City and shall be incorporated in all Authorizations for Services unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

4.2 **Hazardous Materials.** BRAUN is responsible for compliance with any requirements regarding hazardous materials. If BRAUN encounters a hazardous material or substance and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the material defined as toxic of hazardous pursuant to federal or state statutes or regulations, encountered on the site by BRAUN, BRAUN shall immediately stop work in the affected area and report the condition to City.

4.3 The applicable Statute of Limitations shall commence to run when the Client first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by NDCC 28-01-04 (Statute of Repose).

4.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

4.5 **Assignment.** This Agreement may not be assigned by BRAUN or City without the prior written consent of the other party.

4.6 Independence: In performing all Services under this Agreement, BRAUN shall be and remain an independent contractor in fact and in law. City shall have no control, or right of control over the manner or means of BRAUN performing its work. BRAUN shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

4.7 **Consequential Damages:** North Dakota Law governs claims for Consequential damages.

4.8 **Dispute Resolution** BRAUN and City will exercise good faith efforts to resolve disputes through a mutually acceptable ADR procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

4.9 **Termination.** This Agreement may be terminated by either party upon seven days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven day period. City may terminate this Agreement for convenience at any time, in which event BRAUN shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

4.10 **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

4.11 **Severability.** Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and BRAUN have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

By_____
Its Timothy J. Mahoney, Mayor

By_____
Its_____

Braun Intertec Corporation

By_____
Its Principal of Braun Intertec Corporation

CITY OF Fargo

(13)

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

January 2, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Red River Setback Waiver for Development of Craig's Oak Grove Addition near 519 Oak Street North for Construction in the LDZS (Limited Disturbance Zone Setback) Area

Honorable Commissioners,

Staff has worked with KLJ Engineering and the project developer to identify the requirements necessary for the redevelopment of multiple properties to be combined and located near 519 Oak Street North. A small portion of the redevelopment parcels is located with the LDZS (Limited Disturbance Zone Setback) areas. The LDC requires that if the property which is presently platted and a geotechnical evaluation is completed, improvements may be constructed in the setback for flood protection requirements.

A portion of this property is within the FEMA 100-year regulatory floodplain at the north and southeast corners of the proposed improvement parcels. The 41' flood inundation area nearly mirrors the FEMA identified regulatory areas. The required finish floor elevations and mandatory setbacks have been identified and a stability analysis has been completed by Northern technologies LLC for the primary flood protection line to be constructed from an existing levee section on the east portion of the lots to the BNSF railroad embankment in the Southeast corner of the improvement area. All levee improvements will be outside of the FEMA regulatory floodway. The completed geotechnical document from Northern Technologies Inc. is available for review in the City of Fargo engineering office.

Recommended Motion:
Move to approve the Red River setback waiver for the construction of flood levee improvements on the combined parcels of the Craig's Oak Grove Addition, near 519 Oak Street North along with the acceptance of the completed geotechnical report signed on July 24, 2017, by Bret R. Anderson and Josh Holmes, who are both North Dakota professional engineers.

Respectfully,

Jody Bertrand, P.E., C.F.M.
Division Engineer

Attachments

C: Nancy Morris
Bruce Grubb

NTI
NORTHERN TECHNOLOGIES, LLC

3522 4th Avenue South
Fargo, ND 58103
P: 701.232.1822 F: 701.232.1864
www.NTIgeo.com

Unearthing confidence™

July 24, 2017

KLJ
3203 32nd Ave S
#201
Fargo, ND 58103

Attn: Mr. Scott Kolbinger, P.E.

Subject: Geotechnical Exploration and Stability Review
Closure of Levee at Oak Street
Fargo, North Dakota
NTI Project 17.14201.100

In accordance with your request and subsequent May 2017 authorization, Northern Technologies, LLC (NTI) conducted a Geotechnical Exploration for the above referenced project. Our services included advancement of exploration borings, laboratory testing, and preparation of report with stability findings for existing embankment and proposed levee closure at the south terminus of Oak Street. We performed our work in general accordance with our proposal of May 10, 2017 as appended to your subconsultant agreement executed between our firms.

We will retain soil samples for 60 days after which we will discard the samples. Please advise us in writing if you wish to have us retain them for a longer period. You will be assessed an additional fee if soil samples are retained beyond 60 days.

We appreciate the opportunity to have been of service on this project. Please contact us at your convenience if there are any questions regarding the soils explored, or our review and recommendations.

Northern Technologies, LLC

Bret R. Anderson, P.E.
Principal

Josh Holmes, P.E.
Engineer

cc:

NTI
NORTHERN TECHNOLOGIES, LLC

GEOTECHNICAL EXPLORATION and STABILITY REVIEW

Oak Street Levee Closure

Fargo, North Dakota

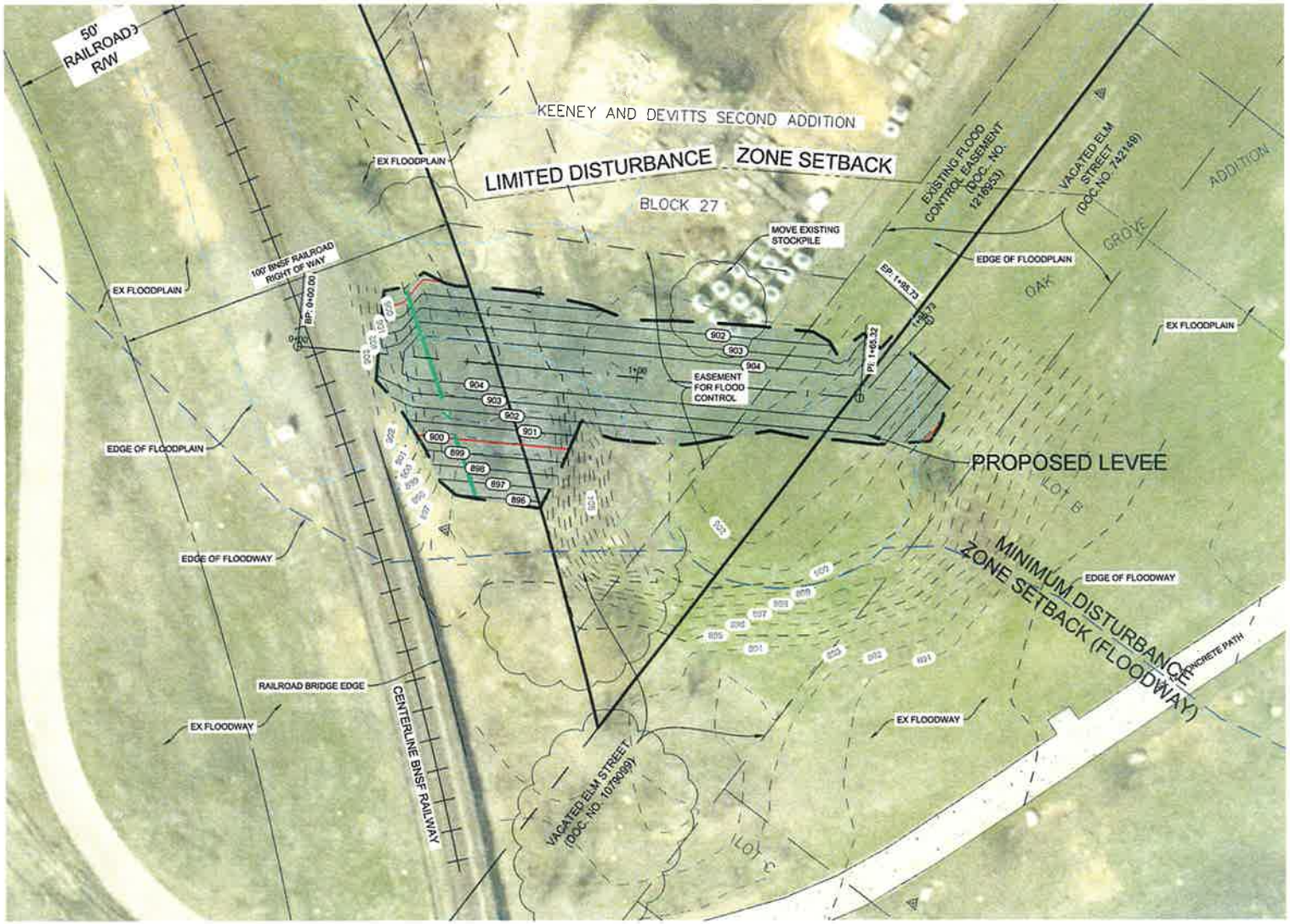
NTI Project 17.14201.100

Prepared For:

KLJ Associates
3203 32nd Ave S
Suite #201
Fargo, ND

OAK STREET LEVEE EXTENSION

LEVEE LOCATION
RELATIVE TO THE LDZS
12/14/2017
KLJ 14617121



N

SCALE 15 0 15 30 FEET

KLJ

PRELIMINARY - NOT FOR CONSTRUCTION

© KLJ 2017

Dec 14, 2017 - 1:01pm - P:\Private\ND\City\Fargo\14617121-OakStLevee\CAD\ConstDwgs\14617121-Plan&Profile.dwg (OVERVIEW OLD)

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

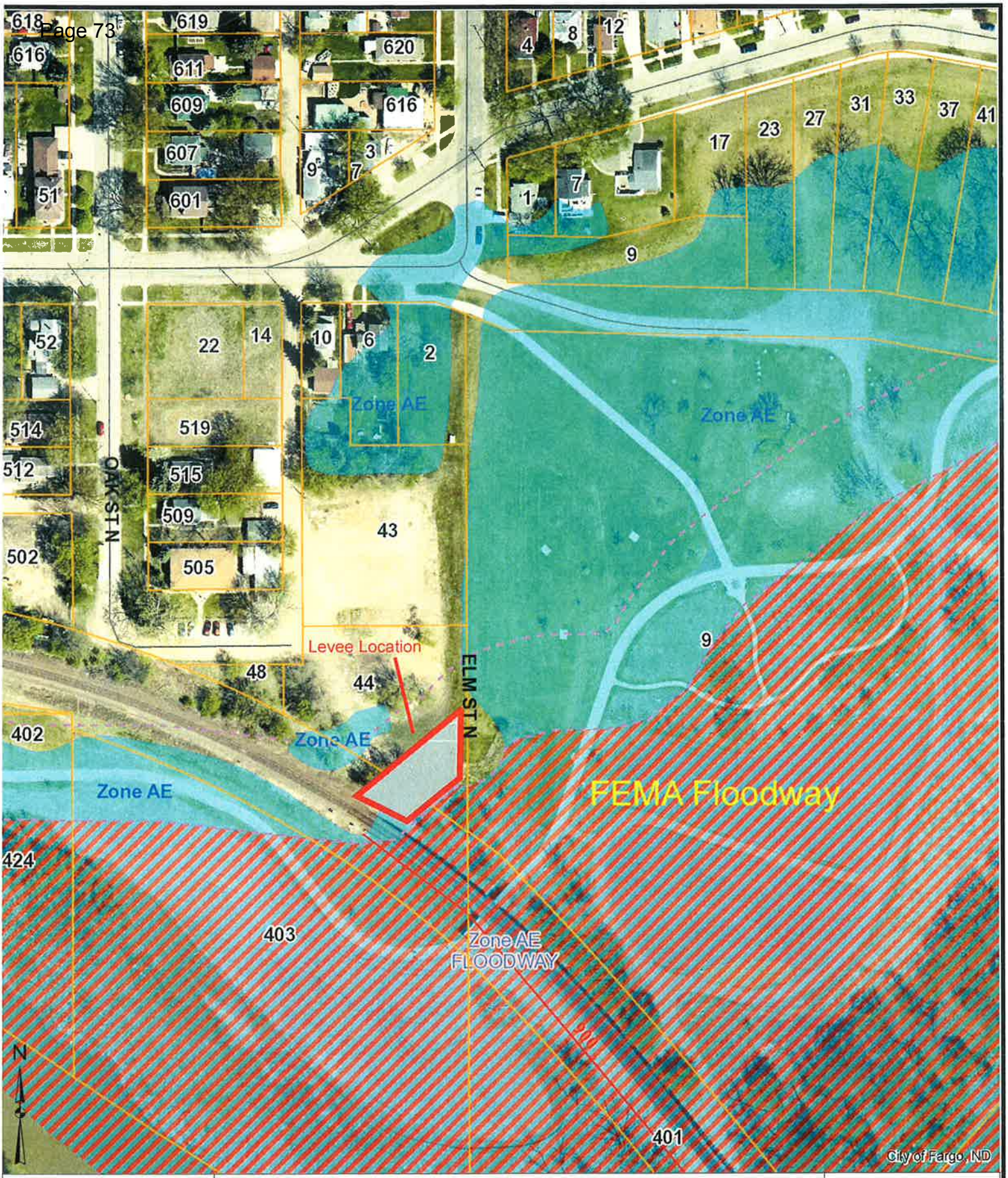
Craig's Addition Levee - LDZS

1:2,257

12/21/2017 12:20:43 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo



Craig's Addition - FEMA Floodway

1:2,257	12/21/2017 12:23:12 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

CITY OF Fargo

CITY OF Fargo

(14)

December 27, 2017

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

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

Re: BNSF Railway Company
Real Estate Purchase and Sale Agreement
Project #BR-18-C1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Real Estate Purchase and Sale Agreement in association with Project #BR-18-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase from BNSF Railway Company in association with Project #BR-18-C1 and to execute the Real Estate Purchase and Sale Agreement relating to the same and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

BNSF RAILWAY COMPANY

REAL ESTATE PURCHASE AND SALE AGREEMENT

This Real Estate Purchase and Sale Agreement ("**Agreement**") is entered into as of the Effective Date (defined below) between **CITY OF FARGO** ("**Buyer**") and **BNSF RAILWAY COMPANY** ("**Seller**"). This Agreement shall not be binding upon either party unless and until both parties have executed and delivered this Agreement. The submission of this document by Seller to Buyer shall not constitute an offer to sell by Seller.

In consideration of the mutual covenants set forth in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

GENERAL TERMS AND DEFINITIONS

1. The following terms shall have the meanings set forth below:

Closing. The consummation of the transaction contemplated by this Agreement, which shall be deemed to have occurred when both parties have delivered the items contemplated in Section 4 of this Agreement.

Closing Date Notwithstanding, anything herein, this sale shall close 10 days after the review period. Seller shall have the right to extend the closing up to ninety (90) days, at Seller's sole judgment.

Earnest Money The cash sum of Fifteen Thousand and 00/100 dollars ($15,000.00) made payable to The Bank of New York Mellon Trust Company, NA.

Effective Date The date of Seller's execution of this Agreement as indicated below Seller's signature hereto.

Property That parcel of land situated in or near the City of Fargo, County of Cass and State of North Dakota, shown hatched black on map marked Exhibit A Drawing no. 70350, dated 08/31/2017, attached hereto and made a part hereof, subject to revision as set forth below in Section 3.

Purchase Price The sum of Sixty Nine Thousand and 00/100 dollars ($69,000.00).

Review Period The period commencing on the Effective Date and expiring at 5:00 p.m. central time on the date that is 20 days after the Effective Date.

PURCHASE AND SALE

2. (a) Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price, all of Seller's right, title and interest (if any), in and to the Property.

(b) Seller may assign its rights (but not its obligations) under this Agreement to Goldfinch Exchange Company LLC, (Goldfinch) an exchange intermediary, in order for Seller to effect an exchange

under Section 1031 of the Internal Revenue Code. In such event, Seller shall provide Buyer with a Notice of Assignment, attached as Exhibit B, and Buyer shall execute an acknowledgement of receipt of such notice. Buyer may also assign its rights (but not its obligations) under this Agreement to an exchange intermediary in order for Buyer to effect an exchange under Section 1031 of the Internal of Revenue Code.

(c) Upon submission by Buyer to Seller of this Agreement signed by Buyer, Buyer shall deposit the Earnest Money with Goldfinch as escrow agent. Goldfinch shall hold the Earnest Money in escrow pursuant to the terms and conditions of this Agreement. The Earnest Money shall be refunded to Buyer if this Agreement is not executed and delivered by Seller within forty five (45) days after the date Buyer delivers this agreement fully executed by Buyer and deposits the Earnest Money. Buyer shall not be entitled to any interest on the Earnest Money held by Goldfinch pursuant to this Agreement. Buyer acknowledges that receipt by Goldfinch of the Earnest Money shall not constitute acceptance of this Agreement or Buyer's offer provided, however, that Goldfinch shall return the Earnest Money to Buyer if Seller does not execute and deliver this Agreement within forty-five (45) days after Buyer deposits the Earnest Money. Goldfinch shall deliver the Earnest Money to the party entitled thereto pursuant to this Agreement, provided, however if there is a dispute between Buyer and Seller as to who is so entitled, Goldfinch may deposit the Earnest Money with a court of competent jurisdiction pending resolution of such dispute.

(d) The balance of the Purchase Price shall be paid at Closing as provided below.

INSPECTION

3. (a) Seller will prepare a legal description of the Property and will forward such description to Buyer for Buyer's review. Buyer shall have ten (10) days following such delivery to notify Seller in writing if Buyer objects to such description. If Buyer does not so object then the description of the Property prepared by Seller shall be the definition of the Property for all purposes under this Agreement. If Buyer does so object then Buyer shall cause to be prepared a survey of the Property certified to Seller, Buyer and such other parties as Buyer may choose showing the boundaries of the Property and any improvements located thereon (the "**Survey**"). If Seller does not agree that the description of the Property contained on the Survey is the Property Seller wishes to sell or otherwise objects to the Survey then Seller may terminate this Agreement by written notice to Buyer in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If Seller agrees in writing that the Survey description is accurate then the description thereon shall be the definition of the Property for all purposes under this Agreement. In the event a city, county, or other governing authority where the Property is located (a "**Municipality**") requires a survey or plat to convey the Property (a "**Plat**"), the Buyer shall obtain, at Buyer's sole cost and expense, such Plat and the approval of such Municipality. Seller's obligations hereunder are conditioned upon Seller's approval of the Plat approved by the Municipality. Buyer shall provide the proposed Plat to Seller prior to submission to the Municipality and prior to the expiration of the Review Period.

(b) Buyer shall have until the end of the Review Period to examine title to the Property. If Buyer elects to obtain a title commitment for the Property Buyer may deliver to Seller no later than the expiration of the Review Period written notice of any objections to the status of title or matters reflected on the Survey that Buyer may have together with a copy of such title commitment, Survey and all matters referenced therein. Seller shall have no obligation to cure any such objection. If Seller notifies Buyer in writing that Seller will cure any such objection Seller (a) shall make good faith efforts to cure such matter by the Closing Date and if not cured by such date Buyer may terminate this Agreement in which case the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that

expressly survive termination, and (b) may effect such cure by causing the title company issuing the title commitment to remove such matter as an exception from coverage by paying additional premium therefor or otherwise. If Seller at any time notifies Buyer in writing that Seller is not willing or able to cure any of the such objections (including those which Seller has previously endeavored to cure) then Buyer or Seller may terminate this Agreement by written notice to the other delivered within five (5) days after Seller so notifies Buyer that Seller is unwilling or unable to cure such objection. In the event of such termination, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligation hereunder except those that expressly survive termination. If this Agreement is not so terminated, the parties shall proceed to Closing according to the remaining provisions of this Agreement.

(c) Prior to any entry upon the Property by Buyer, the surveyor preparing the Survey or other individuals on behalf of Buyer, Buyer shall execute and deliver to Seller an Entry and Confidentiality Agreement in the form attached hereto as Exhibit C and incorporated herein (the "**Entry Agreement**"). The terms and provisions of the Entry Agreement are incorporated herein, shall survive the Closing, shall not be merged into the Deed or any document delivered at Closing and shall survive any termination of this Agreement. Any breach by Buyer of its obligations under the Entry Agreement shall be deemed a breach by Buyer under this Agreement. Notwithstanding anything in this Agreement to the contrary, including the provisions of Section 6(a), nothing in this Agreement or the exercise of any remedy by Seller under this Agreement shall limit or affect in any manner any remedy available to Seller under the Entry Agreement in the event of a breach of Buyer's obligations under the Entry Agreement.

(d) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to any judgment against Seller which may appear of record as a lien against the Property. Seller shall pay such lien if and when it is judicially determined to be valid, and Seller hereby indemnifies the Buyer for all loss arising out of Seller's failure to have a judgment lien so settled and satisfied.

(e) Notwithstanding the foregoing provisions of Section 3(b), Buyer shall not be entitled to object to the lien of any of Seller's mortgages. Seller shall deliver to Buyer, who shall place of record, good and sufficient releases of the liens of any mortgages on the Property securing indebtedness to which Seller is obligated to pay within one hundred eighty (180) days after the first meeting of Seller's Board of Directors held after the Closing. In the event Seller shall be unable to obtain said releases for any reason, Seller shall have the right to repurchase the Property from Buyer for the Purchase Price and Buyer shall reconvey the Property to Seller free and clear of defects or objections arising after the Effective Date upon which this Agreement shall terminate and neither party shall have any further rights or obligations hereunder except those that expressly survive termination.

CLOSING

4. Subject to the terms of this Agreement, the Closing shall occur on the Closing Date. On or before the Closing Date Buyer shall (1) pay the Purchase Price, less the Earnest Money to Seller in cash, by certified check made payable to The Bank of New York Mellon Trust Company, NA or by wire transfer to Seller's account as designated by Seller and the Earnest Money shall become the property of Seller and no longer subject to the terms of this Agreement and the Assignment (defined in Section 4(b) below), and (2) such other affidavits or certificates as is reasonably necessary or customary to consummate the transaction. After Buyer has delivered the foregoing items, Seller shall deliver to Buyer (1) a Quitclaim Deed in recordable form, subject to all matters of record and restating the exceptions and reservations set forth in Section 8 (the "**Deed**") conveying to Buyer Seller's interest, if any, in and to the Property, (2) counterparts of the Assignment and the Exchange Assignment, and (3) such other affidavits and certificates as is reasonably necessary or customary to consummate the transaction in form and substance acceptable to Seller.

PRORATIONS AND CLOSING COSTS

5. (a) Real estate taxes and assessments payable or paid in the year of Closing shall be prorated by Seller and Buyer as of the Closing Date on the basis of the most recent ascertainable taxes assessed against the Property. If the Property is not separately assessed for tax purposes then there shall be no proration of taxes between Buyer and Seller, the parties shall cooperate post-Closing to cause the Property to be separately assessed and each party shall indemnify the other for any failure to pay real estate taxes and assessments due with respect to the properties constituting the tax parcel to which the Property is a part. Notwithstanding the foregoing, there shall be no proration for taxes to the extent the payment of same has been assumed by a tenant under an existing lease to be assigned to Buyer. All outstanding assessments on the Property levied or due in the year of Closing and afterward shall be paid by Buyer.

(b) The parties shall cooperate so that utilities serving the Property that are not the responsibility of a tenant under a lease to be assigned to Buyer at Closing, to the extent feasible, shall be switched into the name of Buyer as of the Closing Date, so that a final statement can be issued to Seller for the billing period ending on the Closing Date, and so that the first day of the first billing cycle in Buyer's name can begin on the Closing Date. If, however, the final statement covering the final period of ownership by Seller also includes periods of ownership by Buyer, Buyer shall pay Seller at Closing the amount attributable to Buyer's period of ownership. Buyer shall be responsible to pay all utilities serving the Property due after Closing.

(c) Buyer shall pay all closing costs associated with Closing including, but not limited to, any escrow fees, documentary stamps and other recording costs associated with this transaction, excise taxes, the cost of any state, county or local transfer taxes, the cost of the Survey, and the costs associated with any title insurance obtained by Buyer.

(d) If any real estate broker or agent can establish a valid claim for commission or other compensation as a result of Buyer having used their services in connection with the purchase of the Property, all such commission or other compensation shall be paid by Buyer. Seller shall not be liable for any real estate commissions or finders fees to any party with respect to the sale of the Property, except amounts due to Jones Lang LaSalle Brokerage Inc. ("**Broker**") pursuant to a separate agreement. Buyer acknowledges that Broker has advised, and hereby advises, Buyer that the Broker is acting as on behalf of the Seller, with the duty to represent Seller's interest, and Broker is not the agent of the Buyer. If a policy of title insurance is to be obtained, Buyer should obtain a commitment for title insurance which should be examined prior to closing by an attorney of Buyer's choice. Prior to the execution of this Agreement, Broker has advised and hereby advises the principals of this transaction, that this Agreement is binding on them, and the principals hereby acknowledge that they have been so advised. Broker has no authority to execute any document on behalf of Seller, make representations on behalf of Seller or bind Seller in any manner.

(e) The obligations of the parties in this Section 5, to the extent incurred, shall survive any termination of this Agreement.

DEFAULT AND REMEDIES

6. (a) In the event of a default by Buyer under the terms of this Agreement, Seller's sole and exclusive remedies shall be: (a) terminate this Agreement whereupon the parties shall have no further obligations hereunder except those that expressly survive termination, or (b) waive such default and proceed

Closing, or (c) obtain specific performance of this Agreement. If Seller terminates this Agreement as provided in the previous sentence Seller shall be entitled to retain the Earnest Money. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Seller may have at law or in equity for Buyer's default or breach of any obligation hereunder to be performed by Buyer after Closing. It is hereby agreed that Seller's damages in the event of a default by Buyer hereunder are uncertain and difficult to ascertain, and that the Earnest Money constitutes a reasonable liquidation of such damages and is intended not as a penalty, but as liquidated damages.

(b) In the event of a default by Seller under the terms of this Agreement, Buyer's sole and exclusive remedies hereunder shall be to terminate this Agreement and receive a refund of the Earnest Money. Upon such termination and the payment of such sums by Seller the parties shall have no further obligations hereunder except those that expressly survive termination. Notwithstanding the foregoing, nothing contained herein shall waive or diminish any right or remedy Buyer may have at law or in equity for Seller's default or breach of any obligation hereunder to be performed by Seller after Closing.

NATURE OF SALE

7. Buyer has been allowed to make an inspection of the Property. **BUYER IS PURCHASING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM SELLER AS TO ANY MATTERS CONCERNING THE PROPERTY,** including, but not limited to the physical condition of the Property; zoning status; tax consequences of this transaction; utilities; operating history or projections or valuation; compliance by the Property with Environmental Laws (defined below) or other laws, statutes, ordinances, decrees, regulations and other requirements applicable to the Property; the presence of any Hazardous Substances (defined below), wetlands, asbestos, lead, lead-based paint or other lead containing structures, urea formaldehyde, or other environmentally sensitive building materials in, on, under, or in proximity to the Property; the condition or existence of any of the above ground or underground structures or improvements, including tanks and transformers in, on or under the Property; the condition of title to the Property, and the leases, easements, permits, orders, licenses, or other agreements, affecting the Property (collectively, the "**Condition of the Property**"). Buyer represents and warrants to Seller that Buyer has not relied and will not rely on, and Seller is not liable for or bound by, any warranties, guaranties, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, the manager of the Property, or any real estate broker or agent representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer assumes the risk that Hazardous Substances or other adverse matters may affect the Property that were not revealed by Buyer's inspection and indemnifies, holds harmless and hereby waives, releases and discharges forever Seller and Seller's officers, directors, shareholders, employees and agents (collectively, "**Indemnitees**") from any and all present or future claims or demands, and any and all damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort or asserting a constitutional claim) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys' fees) of any and every kind or character, known or unknown, arising from or in any way related to the Condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any Hazardous Substances in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial, restoration or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures

necessary to cause the Seller remaining property or the operations or business of the Seller on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for or related to injury or death of any person, (d) Losses for or related to injury or damage to animal or plant life, natural resources or the environment, and (e) Losses arising under any Environmental Law enacted after transfer. The rights of Seller under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Buyer to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any Hazardous Substances on the Property. The term "**Environmental Law**" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law relating in any way to human health, occupational safety, natural resources, plant or animal life or the environment, including without limitation, principles of common law and equity, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law. The term "**Hazardous Substance**" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions. The provisions of this Section 7 shall be binding on Buyer, and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land.

RESERVATIONS

8. The obligations in this Section 8 shall be binding upon Buyer and its heirs, successors and assigns, shall be included in the Deed and shall be covenants running with the land benefiting Seller and Seller's successors and assigns. For purposes of this Section 8, Grantor shall mean Seller and Grantee shall mean Buyer. Buyer may object to the reservations set forth in Section 8(a) below in accordance with the provision of Section 3 and if Seller is unwilling or unable to cure such objection either party may terminate this Agreement as set forth in Section 3.

(a) Grantee's interest shall be subject to the rights and interests of Grantor, Grantor's licensees, permittees and other third parties in and to all existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements of any kind whatsoever on the Property whether owned, operated, used or maintained by the Grantor, Grantor's licensees, permittees or other third parties and whether or not of public record. Grantor shall have a perpetual easement on the Property for the use of such existing driveways, roads, utilities, fiber optic lines, tracks, wires and easements by Grantor and Grantor's licensees, permittees and customers. Grantor shall have a non-exclusive easement for the construction, maintenance and operation of one or more pipelines or fiber optic lines and any and all communications facilities as may be located in the future on the Property within 60 feet of the center line of any Main Track on or adjacent to the Property and as may be presently located on the Property.

(b) A reservation to Seller of all coal, oil, gas, casing-head gas and all minerals of every kind and nature, including sand and gravel underlying the surface of the Property, shall be contained in the deed in the following format:

EXCEPTING AND RESERVING, unto Grantor, its successors and assigns, all of the coal, oil, gas, casing-head gas and all ores and minerals of every kind and nature, including sand and gravel underlying the surface of the Property herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the Property herein conveyed, provided, however, that

Grantor expressly waives any right to use the surface or the first one hundred (100) feet of the subsurface of the Property to explore for the minerals herein reserved.

(c) Any improvementsconstructed or altered on the Property after the date Grantor quitclaims its interest to Grantee shall be constructed or altered in such a manner to provide adequate drainage of water away from any of Grantor's railroad tracks on nearby property.

(d) For 99 years after the Closing Date, Grantee covenants and agrees that the Property shall be used solely for non-residential purposes and that the groundwater will not be used for drinking water or irrigation purposes.

(e) Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in all or part of the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's interest in the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to any portion of the Property. In light of Grantor's disclosure that it may not hold a fee interest in all or part of the Property, to the extent provided by law, Grantee agrees to indemnify, defend and hold Grantor harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on Grantor as the result of any person or entity claiming an interest in any portion of the Property or claiming that Grantor did not have the right to transfer all or part of the Property to Grantee.

REPRESENTATIONS

9. Buyer represents and warrants to Seller that if Buyer is other than a natural person or persons that it is a validly formed municipal corporation under the laws of the State of North Dakota; that it is in good standing in the state of its organization and in the state in which the Property is located; that it has all requisite authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Buyer are duly authorized to so do. Buyer represents and warrants to Seller that it is not subject to any bankruptcy proceeding. Seller represents and warrants to Buyer that it is a validly formed corporation under the laws of the State of Delaware; that it is in good standing in the state of its organization and in the state in which the Property is located; that it is not subject to any bankruptcy proceeding; that it has all requisite corporate authorizations to enter into this Agreement; and that the parties executing this Agreement on behalf of Seller are duly authorized to so do. It shall be a condition of each party's obligations to Close this transaction that the representations and warranties of the other party contained herein are true and accurate as of Closing, provided, however that if one party waives such condition by proceeding to Close with knowledge that any of the second party's representations or warranties are inaccurate, the second party shall have no liability with respect to such inaccuracy known by the first party.

MISCELLANEOUS

10. (a) Any notice under this Agreement must be written. Notices must be either (i) hand-delivered; (ii) placed in the United States certified mail, return receipt requested, addressed to the recipient; (iii) deposited with a nationally recognized overnight delivery service, addressed to the recipient as specified below; or (iv) telecopied by facsimile transmission to the party at the telecopy number listed below, provided that such transmission is followed with a copy sent by overnight delivery or regular mail to the address specified below. Any notice is effective upon deposit with the U.S. Postal Service or with the overnight delivery service, as applicable; all other notices are effective when received. All notices shall

be addressed to the address of the recipient indicated below the signature of such party below. Either party may change its address for notice by proper notice to the other party.

(b) If the approval of any governmental agency is required for the sale of Seller's interest (if any) in the Property, it is understood and agreed that Seller's obligations under this Agreement are conditioned upon obtaining such approval and that both parties shall use good faith efforts to obtain such approval. If such approval cannot be obtained by the Closing Date, Seller may elect to extend the Closing Date to a date no later than ninety (90) days after the original Closing Date. In the event said approval cannot be obtained by such extended date, either party may terminate this Agreement without liability to the other, except that the Earnest Money shall be refunded to Buyer and thereafter neither party shall have any obligation hereunder except those that expressly survive termination.

(c) Nothing in this Agreement shall prevent Seller from discontinuing service over any railroad line or lines by which rail service may be provided to the Property.

(d) If, prior to Closing, the Property or any portion thereof is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain to any extent whatsoever then either party may terminate this Agreement by written notice to the other within thirty (30) days after notice of such fact (but in any event prior to Closing). If so terminated, the Earnest Money shall be refunded to Buyer and neither party shall have any further obligations hereunder except those that expressly survive termination. If not so terminated the parties shall proceed with the Closing.

(e) Time is of the essence of each of the party's respective obligations under this Agreement. Whenever a date specified in this Agreement falls on a Saturday, Sunday, or federal holiday, the date will be extended to the next business day.

(f) This Agreement and, to the extent executed, the Entry Agreement, contains the entire Agreement between Seller and Buyer with respect to the Property. Oral statements or prior written matters not specifically incorporated into this Agreement are superceded hereby. No variation, modification, or change to this Agreement or the Entry Agreement shall bind either party unless set forth in a document signed by both parties. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement. The captions above the section numbers of this Agreement are for reference only and do not modify or affect this Agreement. Each party has had the opportunity to have counsel review this Agreement and the Entry Agreement and, therefore, no rule of construction that any ambiguities are to be resolved against the drafting party must not be employed to interpret this Agreement, the Entry Agreement or any closing document. This Agreement and the Entry Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement. This Agreement and the Entry Agreement are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any term or provision of this Agreement or the Entry Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement and the Entry Agreement (to the extent executed) shall continue in full force and effect, but without giving effect to such term or provision.

(g) Buyer may not assign its interest in this Agreement or the Entry Agreement without Seller's prior written consent. The provisions of this Agreement and, to the extent executed, the Entry Agreement, shall bind Seller, the Buyer, and their heirs, executors, administrators, successors and assigns and shall and inure to the benefit of the Seller, the Buyer and their heirs, executors, administrators, permitted successors and assigns. If Buyer is more than one person or entity, Buyer's obligations under this Agreement and, to the extent executed, the Entry Agreement, shall be joint and several.

(h) This Agreement relates only to land. Unless otherwise herein provided, any conveyance shall exclude Seller's railroad tracks and appurtenances thereto, Seller's buildings and any other improvements on the Property, all of which may be removed by Seller within 90 days following conveyance of the Property, and if not removed, shall be deemed abandoned by the Seller without obligation on the Seller's part and shall thereafter be and become the Property of the Buyer in place. Notwithstanding the foregoing, Seller shall not have to remove any improvements or fixtures for which an easement has been reserved hereunder or in the deed.

(i) Seller is not a foreign person as the term is used and defined in Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations promulgated thereunder. Seller shall, upon request of Buyer, complete an affidavit to this effect and deliver it to Buyer on or before closing of said sale.

(j) The provisions of Sections 5-8 and Section 10 of this Agreement shall survive Closing and shall not be merged into the Deed or any other document delivered at Closing. The provisions of Section 9 of this Agreement shall survive Closing for a period of one year and shall not be merged into the Deed or any other document delivered at Closing. Nothing in this section shall alter any requirement in any other Section of this Agreement for the provisions of such section to be incorporated into the Deed, such as Sections 7 and 8.

(k) If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, costs, and discovery or investigation expenses in addition to any other relief to which that party may be entitled.

(l) SELLER AND BUYER IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

ADMINISTRATIVE FEE

11. Buyer acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Buyer and Seller that the Buyer shall pay upon return of this Agreement signed by Buyer to Seller's Broker a processing fee in the amount of $**2,000.00** over and above the agreed upon Purchase Price. Said fee shall be made payable to BNSF Railway Company by a separate check.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective as of the Effective Date.

BUYER:

CITY OF FARGO
Buyer's name as it is to appear on deed
(PRINTED/TYPED)

By:_____
Print Name:_____
Title:_____

Buyer's Address:

200 3rd Street North
Fargo, ND 58102

Attn:_____
Fax:_____
Phone:_____

Buyer's SSN or EIN:_____

SELLER:

BNSF RAILWAY COMPANY

By:_____
Print Name:_____
Title:_____

Seller's Address:

c/o Jones Lang LaSalle Brokerage, Inc.
4525 White Bear Pkwy – Suite 226
White Bear Lake, MN 55110
Attn: Shawn A. Zepper
Phone: 651-415-2742

_____
Date of Seller's Execution (Effective Date)

EXHIBIT A

[Attach Map showing Property cross-hatched in black]

EXHIBIT "A"

COORDINATE SYSTEM: ND_S

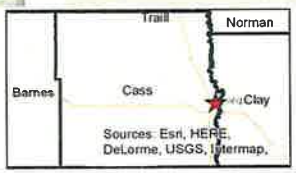
SCALE:1 IN = 100 FT

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = s50928
R/W = -

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

TO: CITY OF FARGO
AT: FARGO
CASS COUNTY,
ND

LEGEND:
- SALE AREA
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

TWIN CITIES DIVISION
PROSPER SUBDIVISION - L.S. 0220-3
VAL.SEC. 54012
GN RY ND-12, MAP 1A
SEC. 6, T139N, R48W 5PM
DATE: 8/31/2017
MP MP 23.72

REVISION 1

DRAWN BY:JNC DRAWING NO. 70350

EXHIBIT "B"

NOTICE OF ASSIGNMENT

Goldfinch Exchange Company LLC
A Delaware limited liability company
2001 Western Avenue, Suite 330
Seattle, WA 98121
425-646-4020
206-728-0935 fax

NOTICE OF ASSIGNMENT

TO: CITY OF FARGO
and any assignees or exchange intermediaries of Buyer

You and BNSF Railway Company ("BNSF") have entered into the Real Estate Purchase and Sale Agreement, dated _____, 2017 for the sale of the real property described therein. You are hereby notified that BNSF has assigned its rights as Seller, but not its obligations, to Goldfinch Exchange Company LLC for the purpose of effecting a tax deferred exchange under Internal Revenue Code Section 1031. This is an assignment of rights only and BNSF will deed the property directly to you.

ACKNOWLEDGED:

By: _____
Print Name: _____
Title: _____

EXHIBIT "C"

ENTRY AND CONFIDENTIALITY AGREEMENT

ENTRY AND CONFIDENTIALITY AGREEMENT

THIS ENTRY AND CONFIDENTIALITY AGREEMENT ("**Agreement**") is made as of the Effective Date (defined below) by **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Railroad**") and **CITY OF FARGO** ("**Permittee**").

WHEREAS, Permittee as Buyer and Railroad as Seller have entered into that certain Real Estate Purchase and Sale Agreement (the "**Sale Contract**") dated as of _____ concerning the property(ies) set forth therein (the "**Property**"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Sale Contract.

WHEREAS, in order to evaluate the acquisition of the Property, Permittee has requested access to the Property to inspect the condition of the Property.

WHEREAS, Railroad is willing to permit such access only on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. RIGHT OF ENTRY. In accordance with the provisions of this Agreement, Railroad hereby grants Permittee a non-exclusive, revocable license, subject to all rights, interests, and estates of third parties including, without limitation, any leases, licenses, easements, liens, or other encumbrances, to enter the Property for the purpose of inspecting the Property for said potential acquisition and for no other purpose or use.

2. RESTRICTIONS CONCERNING ENTRY.

(a) Permittee shall enter the Property only during normal business hours and may inspect the condition thereof and conduct such surveys and to make such engineering and other inspections, tests and studies as Permittee shall determine to be reasonably necessary, all at Permittee's sole cost and expense. Notwithstanding the foregoing, Permittee shall not conduct or allow any physically intrusive testing of, on or under the Property and under no circumstances shall Permittee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Property unless Permittee has obtained prior written approval from Railroad, which approval may be withheld in Railroad's sole discretion.

(b) Permittee agrees to give Railroad notice at least five (5) business days prior to any such entry, examinations or surveys and Railroad has the right to be present during any such entry, examination or survey. Such notice shall be made to Railroad's Roadmaster at _____ _____. Permittee agrees to conduct all examinations and surveys of the Property in a manner that will not interfere with the operations or improvements of Railroad or other lessees, Permittees or license holders and in such a manner and not at any time to be a source of danger to or interference with the existence or use of present of future tracks, roadbed or property of Railroad, or the safe operation and activities of Railroad.

(c) Permittee shall comply with, and cause its agents to comply with, any and all laws, statutes, regulations, ordinances, rules, orders, common law, covenants or restrictions ("**Legal Requirements**") applicable to the Property and their activities thereon and any and all safety requirements of Railroad and if ordered to cease any activities upon the Property by Railroad's personnel Permittee shall immediately do so. Notwithstanding the foregoing right of Railroad, the parties agree that Railroad has no duty or obligation to monitor Permittee's activities on the Property to determine the safe nature thereof, it being solely the Permittee's responsibility to ensure that Permittee's activities on the Property are safe. Neither the exercise nor failure by Railroad to exercise any rights granted in this Section will alter the liability allocation provided by this Agreement.

(d) Permittee shall not harm or damage the Property or cause any claim adverse to Railroad.

(e) Permittee shall promptly reimburse Railroad for any additional costs/expenses incurred by Railroad in connection with such safety requirements (including, but not limited to, furnishing a flagman if Railroad determines that furnishing a flagman is necessary during any such examinations or surveys).

(f) Permittee shall not contact any governmental or quasi governmental authorities concerning the Property without Railroad's prior written consent and Railroad shall have the right to be present during any such contacts.

(g) Permittee will not have more than 5 persons present on any individual Property at a one time. Any officer, employee, agent, contractor, consultant, lender, surveyor or attorney entering the Property on behalf of or at the direction of Permittee, shall be deemed agents of Permittee for purposes of this Agreement.

3. TERM. This Agreement shall commence on the date Railroad executes this Agreement as indicated below its signature (the "**Effective Date**") and shall be in effect until the earlier of the date the Sale Contract is terminated pursuant to its terms, or the Closing Date. No expiration or termination of this Agreement shall release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events occurring prior to the date of termination or expiration.

4. INSURANCE. Permittee shall obtain and maintain the insurance required below:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of $1,000,000 each occurrence and an aggregate limit of at least $ 2,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- Bodily Injury and Property Damage
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- Permittee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

Other Requirements:

Permittee agrees to waive its right of recovery against Railroad and Indemnitees (defined below) for all Liabilities (defined below) that could be insured against by the insurance required to be maintained hereby. In addition, its insurers, through the terms of the policy or policy endorsement, must waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Permittee further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under Permittee's care, custody or control.

All policy(ies) required above (excluding Workers Compensation) shall include a severability of interest endorsement and Railroad and Jones Lang LaSalle Brokerage, Inc. shall be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming Railroad and Jones Lang LaSalle Brokerage, Inc. as additional insured shall be indicated on the certificate of insurance.

Prior to commencing the Work or entering the property, Permittee shall furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Permittee will make available any required policy covering such claim or lawsuit.

Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Permittee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Permittee shall not be deemed to release or diminish the liability of Permittee including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

5. COMPLETION OF INSPECTION. Upon completion of any inspection by Permittee or its agents on the Property or upon the expiration or termination of this Agreement, whichever shall occur first, Permittee shall, at its sole cost and expense:

(a) remove all of its equipment from the Property;

(b) report any damage to the Property arising from, growing out of, or connected with Permittee's entry upon the Property and restore the Property to their condition immediately prior to such entry by Permittee or its agents;

(c) remedy any unsafe conditions on the Property created by Permittee or its agents; and

6. INDEMNITY. TO THE FULLEST EXTENT PERMITTED BY LAW, PERMITTEE SHALL INDEMNIFY, RELEASE, DEFEND AND HOLD HARMLESS RAILROAD AND RAILROAD'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(a) ANY BREACH OF THIS AGREEMENT BY PERMITTEE INCLUDING, BUT NOT LIMITED TO, PERMITTEE'S OBLIGATION TO COMPLY AND CAUSE ITS AGENTS TO COMPLY WITH LEGAL REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION AND CERCLA,

(b) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT,

(c) PERMITTEE'S OR ITS AGENTS ACTIVITIES UPON OR USE OF ANY OF THE PROPERTY, OR

(d) ANY ACT OR OMISSION OF PERMITTEE OR PERMITTEE'S AGENTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH PERMITTEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

7. CONFIDENTIALITY. Except to the extent otherwise required by Legal Requirements, Permittee shall not disclose to any third parties any information Permittee discovers or obtains concerning the Property as a result of any inspections, surveys, tests or other activities conducted with respect to the Property ("**Confidential Information**") including, but not limited to, any oral, electronic or written information provided by Railroad or on Railroad's behalf. Notwithstanding the foregoing, Buyer may disclose Confidential Information to those of Buyer's agents directly involved with Permittee with respect

to the acquisition of the Property, provided such individuals and firms have agreed to maintain the confidentiality of Confidential Information pursuant to this Agreement and provided further that Permittee shall be liable hereunder for any breach by such parties of such obligation. Confidential Information shall not include information that is or becomes in the public domain other than as a result of a breach by Permittee or its agents. If Permittee or any of it's agents receive a request to disclose any part of the Confidential Information, Permittee shall (a) notify Railroad immediately of the existence, terms and circumstances of such request, (b) consult with Railroad on the advisability of taking legally available steps to resist or narrow such requests, and (c) if disclosure of such Confidential Information is required to prevent Permittee being held in contempt or subject to other penalty, shall (i) furnish only such information as is legally required to be so disclosed, and (ii) use its best efforts to obtain an order or other reliable assurance that confidential treatment will be afforded to the disclosed Confidential Information. If the transaction contemplated in the Sale Contract does not close for any reason then Permittee shall, promptly upon Railroad's request, forward to Railroad all Confidential Information without keeping any copies thereof.

8. DEFAULT. Permittee acknowledges and agrees that in the event of a breach of this Agreement, Railroad would be irreparably harmed and could not be made whole by monetary damages. Accordingly, in addition to any other remedy to which it may be entitled at law, in equity or under this Agreement, Railroad shall be entitled to injunctive relief (without the posting of any bond and without proof of actual damages) to prevent such breach and/or to compel specific performance. Permittee and its agents shall not oppose the granting of such relief. In the event of any breach by Permittee or its agents under this Agreement, Railroad may terminate this Agreement and shall be entitled to any other remedy available at law, in equity or under this Agreement. No failure or delay of either party in exercising any right, power or privilege hereunder shall operate as a waiver of such party's right to require strict compliance with any term of this Agreement.

9. GOVERNING LAW, JURY WAIVER. All questions concerning the interpretation or application of provisions of this Agreement shall be decided according to the laws of the State of Texas without regard to principles of conflicts of law. Any action relating to this Agreement may be brought in the courts of Tarrant County, Texas, Permittee hereby consenting to the jurisdiction and venue of such courts. PERMITTEE AND RAILROAD IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO, THIS AGREEMENT.

10. SALE CONTRACT. The provisions of this Agreement shall be deemed incorporated into the Sale Contract, shall survive the closing thereunder and shall not be merged into the deed conveying the Property or any other closing document, provided, however that nothing in the Sale Contract shall limit or modify any remedy available to Railroad under this Agreement for a breach by Permittee of its obligations under this Agreement. All notices hereunder shall be delivered in the manner set forth in the Sale Contract.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

PERMITTEE:	RAILROAD:
CITY OF FARGO	BNSF RAILWAY COMPANY
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
	_____
	Date of Execution by Railroad (Effective Date)

CITY OF Fargo

(15)

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

December 21, 2017

Honorable Board of
City Commissioners
City of Fargo
Fargo, ND

Re: Bid Award
Oak Grove/Memorial Parks Pedestrian Lift Bridge Project over the Red River
Project No. QN-17-A1
NDDOT Project No. TAU-8-984(154)157

Dear Commissioners:

Bids were opened by the NDDOT on November 17, 2017 for NDDOT Project No. TAU-8-984(154)157, the Oak Grove/Memorial Parks Pedestrian Lift Bridge Project over the Red River, City of Fargo Project No. QN-17-A1.

The bids were as follows:

Industrial Builders, Inc.	$ 1,259,098.90
Duininck Inc.	$ 1,370,917.88
Swingen Construction Co.	$ 1,682,617.70
Engineer's Estimate	$ 1,485,886.00

The special assessment escrow is not required, as there isn't a Special Assessment District for this project. We recommend that the contract be awarded to Industrial Builders, Inc. in the amount of $ 1,259,098.90 as the lowest and best bid.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachment
C: Kristi Olson
Steve Sprague

Printed on Recycled paper.

ENGINEER'S STATEMENT OF ESTIMATED COST

Bridge Removal, Grading, Paving & New Pedestrian Bridge

Project No. QN-17-A
NDDOT Project TAU-8-984(154)157

Oak Grove/Memorial Parks Pedestrian Lift Bridge over the Red River

I. Project Costs

A. Construction

Low Bid for Construction:			**$1,259,098.90**
	Federal	$670,000.00	
	Local-Fargo	$279,549.45	
	Local-Moorhead	$209,549.45	
	Local-Fargo Parks	$100,000.00	

B. Special Items

Haul Road Restoration:		$0.00
Private Utility Adjustments:		$0.00
Right of Way and Easements:		$0.00
Consulting Engineering Fee:		$350,000.00
	Total Special Items	**$350,000.00**

C. Fees on Local Share of Fargo's Construction

Engineering:	4%		$11,181.98
Legal:	7%		$19,568.46
Administration:	0%		$0.00
Interest:	4%		$11,181.98
		Total Fees	**$41,932.42**

D. Cost Summary

	10% Contingency on Construction	$125,909.89
	Total Project Cost:	**$1,776,941.21**
	Less Federal Funds:	$670,000.00
	Less City of Moorhead Funds:	$447,504.40
	Less Fargo Park District Funds:	$100,000.00
	Fargo Infrastructure Sales Tax Share:	$559,436.81

IN WITNESS THEREOF, I have hereunto set my hand and seal

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5328
DATE: 12-21-17
NORTH DAKOTA

Date: 12/21/2017

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

December 8, 2017

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: TAU-8-984(154)157, PCN 21690 – FARGO OAK GROVE/MEMORAL PARK LIFT BRIDGE

Bids for the construction on the above noted project were taken at our bid opening of November 17, 2017. The low bid for Bridge Removal, Shared Use Path, Grading, Lighting, Paving, & Pedestrian Lift Bridge was submitted by Industrial Builders, Inc. of Fargo, ND in the amount of $1,259,098.90. According to the agreement with the City of Fargo, the City's share is estimated to be $589,098.90. Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $670,000. The balance of the project cost is the obligation of the City.

The City is hereby authorized to award the contract for this project to the low bidder. If awarded, it is the City's responsibility to execute the contract and provide copies of the contract, contract bond, Certificate of Liability Insurance (COI) and the **original** Fuel Cost Adjustment Affidavit (enclosed) to the Department of Transportation within 30 days of this letter. Upon receipt of these documents, the NDDOT will distribute copies of the bidder's proposal.

NDDOT should be included as an additional insured along with the City on the contractor's COI under their general liability and automobile liability policies. The City should be the certificate holder.

Questions should be addressed to the Construction Services Division at (701)328-2566.

PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

FUEL COST ADJUSTMENT AFFIDAVIT

North Dakota Department of Transportation, Construction Services
SFN 58393 (8-2017)

Attachment A

PCN	Project Number

The Contractor is not required to notify the Department at the time of submitting bids whether he will or will not participate in the fuel cost adjustment program. The Contractor shall return the affidavit on all Contracts with this Provision even if the Contractor elects not to participate.

Check the box for each fuel type that has a fixed price. No adjustments in fuel price will be made for the boxes that are checked.

☐ Diesel ☐ Unleaded ☐ Burner

Does your company elect to participate in a fuel adjustment for this contract for the fuels that do not have a fixed price? No adjustments in fuel prices will be made if **No** is checked . ☐ Yes ☐ No

If yes, provide the total dollars for each of the applicable fuels:

Diesel (D)	
Unleaded (U)	
Burner Fuel (B)	
Sum (D+U+B)	% of Original Contract Amount *

*The sum of the D, U, and B may not exceed 15% of the original contract amount.

Under the penalty of law for perjury of falsification, the undersigned,

Name (print or type)	Title (print or type)

Contractor (print or type)

hereby certifies that the documentation is submitted in good faith, that the information provided is accurate and complete to the best of their knowledge and belief, and that the monetary amount identified accurately reflects the cost for fuel, and that they are duly authorized to certify the above documentation on behalf of the company.

I hereby agree that the Department or its authorized representative shall have the right to examine and copy all Contractor records, documents, work sheets, bid sheets and other data pertinent to the justification of the fuel costs shown above.

Signature	Date

Acknowledgement

State of

County of

Signed and sworn to (or affirmed) before me on this day _____
(month, day, year)

Name of Notary Public or other Authorized Officer (Type or Print)	Affix Notary Stamp
Signature of Notary Public or other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **TAU-8-984(154)157**

PCN: **21690**

Job Number: **47**

Bid Opening Date: **11/17/2017**

English/Metric: **ENGLISH**

Contract with **INDUSTRIAL BUILDERS INC FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **FARGO, ND - MOORHEAD, MN - OAK GROVE / MEMORIAL PARK LIFT BRIDGE**

North Dakota **FEDERAL AID**
Project Number: **TAU-8-984(154)157**
PCN: **21690**
Job Number: **47**
Bid Opening Date: **11/17/2017**
English/Metric: **ENGLISH**

Roadway: **URBAN**
Type: **BRIDGE REMOVAL, SHARED USE PATH, GRADING, LIGHTING, PAVING, PEDESTRIAN LIFT BRIDGE**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	$8,000.00	$8,000.00
201	0370	REMOVAL OF TREES 10IN	2.000	EA	$300.00	$600.00
201	0380	REMOVAL OF TREES 18IN	1.000	EA	$600.00	$600.00
201	0390	REMOVAL OF TREES 30IN	7.000	EA	$800.00	$5,600.00
202	0105	REMOVAL OF STRUCTURE	1.000	L SUM	$15,000.00	$15,000.00
202	0132	REMOVAL OF BITUMINOUS SURFACING	1,307.000	SY	$4.50	$5,881.50
202	0310	REMOVAL OF CHAIN LINK FENCE	872.000	LF	$7.40	$6,452.80
203	0101	COMMON EXCAVATION-TYPE A	122.000	CY	$10.00	$1,220.00
203	0109	TOPSOIL	163.000	CY	$13.00	$2,119.00
203	0119	TOPSOIL-IMPORTED	99.000	CY	$30.00	$2,970.00
203	0140	BORROW-EXCAVATION	479.000	CY	$26.00	$12,454.00
210	0101	CLASS I EXCAVATION	1.000	L SUM	$12,000.00	$12,000.00
210	0201	FOUNDATION PREPARATION	1.000	EA	$10,000.00	$10,000.00
251	0300	SEEDING CLASS III	0.320	ACRE	$4,200.00	$1,344.00
251	2000	TEMPORARY COVER CROP	0.320	ACRE	$315.00	$100.80
253	0101	STRAW MULCH	0.320	ACRE	$630.00	$201.60
253	0201	HYDRAULIC MULCH	0.320	ACRE	$4,200.00	$1,344.00
256	0200	RIPRAP GRADE II	191.000	CY	$74.00	$14,134.00
261	0112	FIBER ROLLS 12IN	684.000	LF	$3.15	$2,154.60
261	0113	REMOVE FIBER ROLLS 12IN	684.000	LF	$1.05	$718.20
262	0100	FLOTATION SILT CURTAIN	266.000	LF	$16.80	$4,468.80
262	0101	REMOVE FLOTATION SILT CURTAIN	266.000	LF	$2.10	$558.60
302	0121	AGGREGATE BASE COURSE CL 5	84.000	CY	$46.00	$3,864.00
602	1130	CLASS AE-3 CONCRETE	180.000	CY	$600.00	$108,000.00
612	0115	REINFORCING STEEL-GRADE 60	9,420.000	LBS	$1.60	$15,072.00
612	0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	18,880.000	LBS	$1.60	$30,208.00
616	0360	STRUCTURAL STEEL	55,320.000	LBS	$3.50	$193,620.00
622	0020	STEEL PILING HP 10 X 42	2,730.000	LF	$38.00	$103,740.00
622	6760	STEEL SHEET PILING	1,690.000	SF	$25.00	$42,250.00
624	0124	PEDESTRIAN FENCE	72.000	LF	$340.00	$24,480.00
702	0100	MOBILIZATION	1.000	L SUM	$47,000.00	$47,000.00
704	1000	TRAFFIC CONTROL SIGNS	260.000	UNIT	$2.00	$520.00
704	1052	TYPE III BARRICADE	8.000	EA	$100.00	$800.00
709	0600	GEOTEXTILE FABRIC-TYPE RR	375.000	SY	$2.50	$937.50
750	0030	PIGMENTED IMPRINTED CONCRETE	18.000	SY	$1,100.00	$19,800.00
750	0115	SIDEWALK CONCRETE 4IN	698.000	SY	$46.75	$32,631.50
752	0600	FENCE CHAIN LINK	872.000	LF	$19.50	$17,004.00
752	2100	VEHICLE GATE	2.000	EA	$900.00	$1,800.00
752	2120	REMOVE VEHICLE GATE	2.000	EA	$150.00	$300.00
930	3000	BRIDGE BENCH MARKS	1.000	SET	$3,000.00	$3,000.00
930	9677	RELOCATE TRUSS BRIDGE	1.000	L SUM	$15,000.00	$15,000.00
930	9750	PEDESTRIAN BRIDGE - PRE-FAB	1.000	EA	$250,000.00	$250,000.00
970	0001	LANDSCAPING APPURTENANCES	1.000	L SUM	$3,150.00	$3,150.00
970	1000	TREES	20.000	EA	$400.00	$8,000.00
990	0730	ELECTRICAL SERVICE	1.000	L SUM	$230,000.00	$230,000.00
				Subtotal		$1,259,098.90

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **11/17/2017**

Project Number: **TAU-8-984(154)157**

PCN: **21690**

Job Number: **47**

English/Metric: **ENGLISH**

Eng and Contg	**$0.00**
Total	**$1,259,098.90**

Length **0.1250 Miles**

		Construction
Estimated Cost		**$1,259,098.90**
TAU FEDERAL FUNDS	**LIMITED**	**$670,000.00**
TAU FARGO CITY FUNDS	**19.07%**	**$589,098.90**

Summary for Project

Length **0.1250 Miles** **CASS** **0.1250 Miles**

Estimated Total Construction Cost: **$1,259,098.90**

Estimated Total Eng and Contg: **$0.00**

	Construction	Total
Estimated Cost	**$1,259,098.90**	**$1,259,098.90**
TAU FEDERAL FUNDS	**$670,000.00**	**$670,000.00**
TAU FARGO CITY FUNDS	**$589,098.90**	**$589,098.90**

CITY OF FARGO TO MAKE CONTRACTOR PAYMENTS
NO CONSTRUCTION ENGINEERING REQUESTED
NDDOT TA FUNDS LIMITED TO $250,000
MNDOT FUNDS LIMITED TO $420,000

REVISED PER ADDENDUM 1

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 4

ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAU-8-984(154)157

COUNTY & DATE CASS (017) NOV 17, 2017 09:30AM

LENGTH & TYPE 0.125

FARGO - OAK GROVE PARK/ MEMORIAL PARK

COMPLETION TIME 11/30/18 BRIDGE REMOVAL, SHARED USE PATH, GRADI

NO. 47

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER DUININCK INC PRINSBURG, MN c.c. BOND RANK 02 BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	10500.000	10500.00	8000.000	8000.00	6500.000	6500.00
201	REMOVAL OF TREES 10IN	EA	2.000	500.000	1000.00	300.000	600.00	500.000	1000.00
201	REMOVAL OF TREES 18IN	EA	1.000	750.000	750.00	600.000	600.00	750.000	750.00
201	REMOVAL OF TREES 30IN	EA	7.000	1000.000	7000.00	800.000	5600.00	800.000	5600.00
202	REMOVAL OF STRUCTURE	L SUM	1.000	25000.000	25000.00	15000.000	15000.00	15000.000	15000.00
202	REMOVAL OF BITUMINOUS SURFACING	SY	1307.000	10.000	13070.00	4.500	5881.50	6.000	7842.00
202	REMOVAL OF CHAIN LINK FENCE	LF	872.000	12.000	1046.40	7.400	6452.80	7.040	6138.88
203	COMMON EXCAVATION-TYPE A	CY	122.000	20.000	2440.00	10.000	1220.00	12.500	1525.00
203	TOPSOIL	CY	163.000	20.000	3260.00	13.000	2119.00	6.500	1059.50
203	TOPSOIL-IMPORTED	CY	99.000	50.000	4950.00	30.000	2970.00	35.000	3465.00
203	BORROW-EXCAVATION	CY	479.000	20.000	9580.00	26.000	12454.00	6.500	3113.50
210	CLASS I EXCAVATION	L SUM	1.000	6500.000	6500.00	12000.000	12000.00	1500.000	1500.00
210	FOUNDATION PREPARATION	EA	1.000	40000.000	40000.00	10000.000	10000.00	50000.000	50000.00
251	SEEDING CLASS III	ACRE	32.0	600.000	19200	4200.000	134400	3000.000	96000
251	TEMPORARY COVER CROP	ACRE	32.0	150.000	4800	315.000	10080	5000.000	160000
253	STRAW MULCH	ACRE	32.0	400.000	12800	630.000	20160	3500.000	112000
253	HYDRAULIC MULCH	ACRE	32.0	2500.000	80000	4200.000	134400	4500.000	144000
256	RIPRAP GRADE II	CY	191.000	100.000	19100.00	74.000	14134.00	60.000	11460.00
261	FIBER ROLLS 12IN	LF	684.000	3.000	2052.00	3.150	2154.60	2.500	1710.00
261	REMOVE FIBER ROLLS 12IN	LF	684.000	1.000	684.00	1.050	718.20	.750	513.00
262	FLOTATION SILT CURTAIN	LF	266.000	30.000	7980.00	16.800	4468.80	35.000	9310.00
262	REMOVE FLOTATION SILT CURTAIN	LF	266.000	5.000	1330.00	2.100	558.60	15.000	3990.00
302	AGGREGATE BASE COURSE CL 5	CY	84.000	40.000	3360.00	46.000	3864.00	60.000	5040.00
602	CLASS AE-3 CONCRETE	CY	180.000	700.000	126000.00	600.000	108000.00	585.000	105300.00
612	REINFORCING STEEL-GRADE 60	LBS	9420.000	1.300	12246.00	1.600	15072.00	1.100	10362.00
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	18880.000	1.400	26432.00	1.600	30208.00	1.150	21712.00
616	STRUCTURAL STEEL	LBS	55320.000	4.250	235110.00	3.500	193620.00	3.000	165960.00
622	STEEL PILING HP 10 X 42	LF	2730.000	38.000	103740.00	38.000	103740.00	38.000	103740.00
622	STEEL SHEET PILING	SF	1690.000	35.000	59150.00	25.000	42250.00	23.000	38870.00
624	PEDESTRIAN FENCE	LF	72.000	100.000	7200.00	340.000	24480.00	327.000	23544.00
702	MOBILIZATION	L SUM	1.000	65000.000	65000.00	47000.000	47000.00	138000.000	138000.00
704	TRAFFIC CONTROL SIGNS	UNIT	260.000	3.000	780.00	2.000	520.00	1.000	260.00
704	TYPE III BARRICADE	EA	8.000	130.000	1040.00	100.000	800.00	75.000	600.00
709	GEOTEXTILE FABRIC-TYPE RR	SY	375.000	10.000	3750.00	2.500	937.50	4.000	1500.00
750	PIGMENTED IMPRINTED CONCRETE	SY	18.000	120.000	2160.00	110.000	1980.00	60.000	1080.00
750	SIDEWALK CONCRETE 4IN	SY	698.000	55.000	38390.00	46.750	32631.50	44.500	31061.00
752	FENCE CHAIN LINK	LF	872.000	50.000	43600.00	19.500	17004.00	18.500	16132.00
752	VEHICLE GATE	EA	2.000	1200.000	2400.00	900.000	1800.00	850.000	1700.00
752	REMOVE VEHICLE GATE	EA	2.000	1000.000	2000.00	150.000	300.00	120.000	240.00
930	BRIDGE BENCH MARKS	SET	1.000	4000.000	4000.00	3000.000	3000.00	4500.000	4500.00
930	RELOCATE TRUSS BRIDGE	L SUM	1.000	50000.000	50000.00	15000.000	15000.00	25000.000	25000.00
930	PEDESTRIAN BRIDGE - PRE-FAB	EA	1.000	275000.000	275000.00	250000.000	250000.00	260000.000	260000.00
970	LANDSCAPING APPURTENANCES	L SUM	1.000	10000.000	10000.00	3150.000	3150.00	3000.000	3000.00
970	TREES	EA	20.000	500.000	10000.00	400.000	8000.00	250.000	5000.00
990	ELECTRICAL SERVICE	L SUM	1.000	237700.000	237700.00	230000.000	230000.00	263000.000	263000.00
	TOTAL				1485886.00		1259098.90		1370917.88

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 4

ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAU-8-984(154)157

COUNTY & DATE CASS (017) NOV 17, 2017 09:30AM

LENGTH & TYPE 0.125

COMPLETION TIME 11/30/18 FARGO - OAK GROVE PARK/ MEMORIAL PARK BRIDGE REMOVAL, SHARED USE PATH, GRADI

NO. 47

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER DUININCK INC PRINSBURG, MN c.c. BOND RANK 02 BID PRICE	AMOUNT
						NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

125

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 4

ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAU-8-984(154)157

COUNTY & DATE CASS (017) NOV 17, 2017 09:30AM

LENGTH & TYPE 0.125

FARGO - OAK GROVE PARK/ MEMORIAL PARK

COMPLETION TIME 11/30/18 BRIDGE REMOVAL, SHARED USE PATH, GRADI

				NO. 47	BIDDER SWINGEN CONSTRUCTION COMPANY GRAND FORKS, ND C.C. BOND RANK 03		BIDDER C.C.		BIDDER C.C.	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY		BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000		9000.000	9000.00				
201	REMOVAL OF TREES 10IN	EA	200.0		500.000	100000				
201	REMOVAL OF TREES 18IN	EA	100.0		1200.000	120000				
201	REMOVAL OF TREES 30IN	EA	70.00		2500.000	175000				
202	REMOVAL OF STRUCTURE	L SUM	1.000		32000.000	32000.00				
202	REMOVAL OF BITUMINOUS SURFACING	SY	1307.00		14.000	18298.00				
202	REMOVAL OF CHAIN LINK FENCE	LF	872.00		7.000	6104.00				
203	COMMON EXCAVATION-TYPE A	CY	122.00		14.000	1708.00				
203	TOPSOIL	CY	163.00		37.000	6031.00				
203	TOPSOIL-IMPORTED	CY	99.000		50.000	4950.00				
203	BORROW-EXCAVATION	CY	479.00		14.000	6706.00				
210	CLASS I EXCAVATION	L SUM	1.000		13000.000	13000.00				
210	FOUNDATION PREPARATION	EA	1.000		106000.000	106000.00				
251	SEEDING CLASS III	ACRE	3.20		4200.000	1344.00				
251	TEMPORARY COVER CROP	ACRE	3.20		3150.00	100.80				
253	STRAW MULCH	ACRE	3.20		6300.00	201.60				
253	HYDRAULIC MULCH	ACRE	3.20		4200.000	1344.00				
256	RIPRAP GRADE II	CY	191.00		84.000	16044.00				
261	FIBER ROLLS 12IN	LF	684.00		31.00	21204				
261	REMOVE FIBER ROLLS 12IN	LF	684.00		1.000	684.00				
262	FLOTATION SILT CURTAIN	LF	266.00		168.00	44688				
262	REMOVE FLOTATION SILT CURTAIN	LF	266.00		2.000	532.00				
302	AGGREGATE BASE COURSE CL 5	CY	84.00		637.00	53580				
602	CLASS AE-3 CONCRETE	CY	180.00		1105.000	198900.00				
612	REINFORCING STEEL-GRADE 60	LBS	9420.00		1.720	16202.40				
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	18880.00		1.790	33795.20				
616	STRUCTURAL STEEL	LBS	55320.00		4.800	265536.00				
622	STEEL PILING HP 10 X 42	LF	273.00		40.800	11138.40				
622	STEEL SHEET PILING	SF	1690.00		22.600	38194.00				
624	PEDESTRIAN FENCE	LF	72.00		343.000	24696.00				
702	MOBILIZATION	L SUM	1.000		56400.000	56400.00				
704	TRAFFIC CONTROL SIGNS	UNIT	260.00		1.000	260.00				
704	TYPE III BARRICADE	EA	8.000		79.000	632.00				
709	GEOTEXTILE FABRIC-TYPE RR	SY	375.00		3.700	1387.50				
750	PIGMENTED IMPRINTED CONCRETE	SY	18.00		193.000	3474.00				
750	SIDEWALK CONCRETE 4IN	SY	698.00		46.800	32664.0				
752	FENCE CHAIN LINK	LF	872.00		19.400	16916.8				
752	VEHICLE GATE	EA	2.000		892.000	1784.00				
752	REMOVE VEHICLE GATE	EA	2.000		126.000	252.00				
930	BRIDGE BENCH MARKS	SET	1.000		3600.000	3600.00				
930	RELOCATE TRUSS BRIDGE	L SUM	1.000		40500.000	40500.00				
930	PEDESTRIAN BRIDGE - PRE-FAB	EA	1.000		305000.000	305000.00				
970	LANDSCAPING APPURTENANCES	L SUM	1.000		3150.000	3150.00				
970	TREES	EA	20.00		410.000	8200.00				
990	ELECTRICAL SERVICE	L SUM	1.000		264000.000	264000.00				
	TOTAL					1682617.70				

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

126

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 4

ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAU-8-984(154)157

COUNTY & DATE CASS (017) NOV 17, 2017 09:30AM

LENGTH & TYPE 0.125

FARGO - OAK GROVE PARK/ MEMORIAL PARK

COMPLETION TIME 11/30/18 BRIDGE REMOVAL, SHARED USE PATH, GRADI

NO.	BIDDER	BIDDER	BIDDER
47	SWINGEN CONSTRUCTION COMPANY GRAND FORKS, ND c.c. BOND RANK 03	c.c.	c.c.

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
				NO LIMIT					

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

127

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

(17)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-H1 Type: Time Extension (CO #2)

Location: 50th Ave S btwn 38th & 42nd St S Date of Hearing: 10/30/2017

Routing	Date
City Commission	1/2/2018
PWPEC File	X
Project File	Mark Miller

The Committee reviewed the accompanying correspondence from Project Manager, Mark Miller, regarding a time extension requested by Fox Underground.

The Contractor has requested a 7-day time extension to be added to the substantial completion date. The Engineering Department had not secured a consultant at the time of Fox Undergrounds initial request for construction stakes causing a 3-day delay. No additional delays were incurred once the MSA with Houston Engineering was established. Staff is recommending 3 working days (4 calendar days) be added to the substantial completion date.

Staff is recommending approval of the time extension as shown below:

Original Contract		Revised This Memo
11/03/17 Substantial 06/01/18 Final		**11/07/17 Substantial** 06/01/18 Final

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

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

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☐	☐	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Mark Bittner, Director of Engineering	☐	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

THE CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-17-H1	**Change Order No**	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Asphalt Pavement, Concrete Curb & Gutter, Street Lighting &		
Date Entered	10/25/2017	**For**	Fox Underground

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

EXPLANATION OF CHANGE: time extension

Cottagewood 3rd Addition

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	
Previous Change Orders ($)	2,791.28
Original Contract Amount ($)	677,199.75
Total Contract Amount ($)	679,991.03

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/03/2017		4.00	0.00	11/07/2017	

Description Three working days (4 calendar days) recommended for the time lapse between staking requests by Fox Underground and awarding surveying services to Houston Engineering.

APPROVED

For Contractor

APPROVED DATE

Department Head ~~Head~~ 12/28/17

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest

CITY OF Fargo

(18)

December 14, 2017

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

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NR-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, December 13, 2017, for Storm Sewer Lift Station Modifications & Incidentals, Improvement District No. NR-17-A1, located at Storm Sewer Lift Station #9, #16, #14, #69.

The bids were as follows:

CC Steele, LLC	$474,383.00 (Bid Withdrawn)
Key Contracting, Inc.	$495,192.00
PKG Contracting, Inc.	$556,069.00
R & R Excavating, Inc.	$561,448.04
Geislinger & Sons	$590,510.00
Engineer's Estimate	$400,960.00

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of $495,192.00 as the lowest and best bid. No protests have been received.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-17-A1

Storm Sewer Lift Station Modifications & Incidentals

SS Lift Station #9 on Main Ave & 45th St; SS Lift Station #16 on 2nd Ave S btwn 18th St S & 21st St S; SS Lift Station #14 on 26th Ave S btwn 25th St S & 27th St S; SS Lift Station #69 on 40th Ave S btwn 66th St S and the Sheyenne River.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am a Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Storm Sewer Lift Station Modifications & Incidentals Improvement District # NR-17-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Section #1					
1	Mobilization	LS	1.00	2,000.00	2,000.00
2	Modify Lift Station	EA	1.00	39,000.00	39,000.00
3	F&I Manhole Type E Reinf Conc	EA	1.00	28,100.00	28,100.00
4	F&I Sluice Gate 54" Dia Stainless Steel	EA	1.00	12,850.00	12,850.00
5	F&I Lift Station Pumps & Controls	LS	1.00	24,200.00	24,200.00
6	Mulching Type 1 - Hydro	SY	300.00	1.50	450.00
7	Seeding Type A	SY	300.00	1.50	450.00
8	Topsoil - Import	CY	25.00	24.00	600.00
9	Sediment Control Log 6" to 8" Dia	LF	70.00	4.00	280.00
10	Traffic Control - Minor	LS	1.00	400.00	400.00
				Section #1 Total	108,330.00
Section #2					
11	Mobilization	LS	1.00	2,000.00	2,000.00
12	Modify Lift Station	EA	1.00	34,000.00	34,000.00
13	F&I Manhole Type E Reinf Conc	EA	1.00	26,200.00	26,200.00
14	F&I Sluice Gate 36" Dia Stainless Steel	EA	1.00	11,400.00	11,400.00
15	F&I Lift Station Pumps & Controls	LS	1.00	105,060.00	105,060.00
16	Remove Pavement All Thicknesses All Types	SY	33.00	9.00	297.00
17	F&I Slope Protection 5" Thick Reinf Conc	SY	33.00	155.00	5,115.00
18	Mulching Type 1 - Hydro	SY	100.00	1.50	150.00
19	Seeding Type A	SY	100.00	1.50	150.00
20	Topsoil - Import	CY	15.00	24.00	360.00
21	Traffic Control - Minor	LS	1.00	400.00	400.00
				Section #2 Total	185,132.00
Section #3					
22	Mobilization	LS	1.00	2,000.00	2,000.00
23	Modify Lift Station	EA	1.00	42,000.00	42,000.00
24	F&I Lift Station Pumps & Controls	LS	1.00	68,000.00	68,000.00
25	Traffic Control - Minor	LS	1.00	400.00	400.00
				Section #3 Total	112,400.00
Section #4					
26	Mobilization	LS	1.00	2,000.00	2,000.00
27	Modify Lift Station	EA	1.00	31,000.00	31,000.00
28	F&I Lift Station Pumps & Controls	LS	1.00	54,000.00	54,000.00
29	Mulching Type 1 - Hydro	SY	350.00	1.50	525.00
30	Seeding Type A	SY	350.00	1.50	525.00
31	Topsoil - Import	CY	20.00	24.00	480.00
32	Traffic Control - Minor	LS	1.00	400.00	400.00
				Section #4 Total	88,930.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-17-A1

Storm Sewer Lift Station Modifications & Incidentals

Miscellaneous					
33	Stormwater Management	LS	1.00	400.00	400.00
				Miscellaneous Total	400.00
				Total Construction in $	**495,192.00**
				Engineering 8.50 %	42,091.32
				Legal & Misc 3.00 %	14,855.76
				Contingencies 10.00 %	49,519.20
				Administration 3.00 %	14,855.76
				Interest 4.00 %	19,807.68
				Outside Engineering 3.74 %	18,520.18
				Total Estimated Costs	**654,841.90**
				Special Assessments	341,038.00
				Utility Funds - Stormwater - 524	313,803.90
				Unfunded Costs	**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 12/27/2017

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 12/27/17
NORTH DAKOTA