

FARGO CITY COMMISSION AGENDA

Monday, May 20, 2019 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City of Fargo Board of City Commissioners will convene at 4:00 p.m. and retire into Executive Session in the River Room for the purposes of attorney consultation pursuant to ND Century Code § 44-04-19.1(2) in the pending litigation matter City of Fargo v. Karen Wieland and with respect to matters which are currently being negotiated with the Fargo Municipal Airport Authority to discuss negotiating strategy or provide negotiating instructions to the City's attorney or other negotiator said executive session being necessary due to the fact that open meeting discussions regarding such negotiations would have an adverse fiscal effect on the bargaining position of the City pursuant to N.D.C. C. § 44-04-19.1(9).

Regular Meeting at 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, May 6, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Amending Section 4-0106 of Article 4-01 of Chapter 4 of the Fargo Municipal Code Relating to the General Provisions Governing City Officials and Employees; Amending Section 11-0814 of Article 11-08 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances; and Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Ordinance Violations; 1st reading, 5/6/19.
- 2. Waive requirement that final passage not be had until at least one week after 2nd reading of an Ordinance Rezoning Certain Parcels of Land Including all of Fred C. Hagen Addition and Adjacent Unplatted Parcels.
- 3. Receive and file update and status report from the City Attorney on the Roberts Alley utilities burial project.
- 4. Applications for property tax exemptions for improvements made to buildings:
 - a. Ronald J. and Kathryn M. Norby, 3420 Peterson Parkway North (5 year).
 - b. Bryce F. and Starla J. Anderson, 3320 Par Street North (5 year).
 - c. Jason Wisniewski, 915 Broadway North (5 year).

Site Authorizations for Games of Chance:

- a. American Gold Gymnastics, Inc. at Side Street Grille and Pub and The Box.
- b. North Dakota Association for The Disabled, Inc. at Bulldog Tap, O'Kelly's and Shotgun Sally's Rock N Roll Saloon.
- c. VFW Post 762 at the VFW Club.
- d. West Fargo Hockey Association at Fort Noks Bar of Gold.

6. Applications for Games of Chance:

- a. Kringen Club, Inc. for bingo from 7/1/19 to 6/30/20.
- b. UND Alumni Association and Foundation for a raffle on 6/26/19; Public Spirited Resolution.

7. Receive and file General Fund – Budget to Actual through April 2019 (unaudited).

8. Purchase of Service Agreement with Central Cass Public School District for nursing services for the 2019/2020 school year.

9. Workforce Solutions Services Agreement with TrainND SE by NDSCS.

10. Benefit Plan Agreement with Blue Cross Blue Shield of ND.

11. Professional Services Agreement with Bishop Land Design, LLC for the Fargo Civic Plaza.

12. Renewal of the Agreement for Long-Term Temporary Highway Closure with the NDDOT.

13. Bid award for Project No. SW19-01.

14. Receive and file the estimated costs to expand Transit Services into the Industrial Park.

15. Authorizing Resolution for the Transit Department.

16. Grant applications as outlined, the local share of the grant and upon successful receipt of funds grant execution.

17. Maplewood Estates Development and Access Agreement, Memorandum of Agreement Regarding Development and Access Agreement with Maplewood Estates, LLC and Maplewood Estates Homeowners Association, Inc. and The Maplewood Estates Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges with Maplewood Estates, LLC.

18. Amendment to Developer and Road Use Agreement with Block 9 Partners, LLC.

19. Amendment No. 3 with Houston Engineering Inc. in the amount of \$67,171.75 for Project No. MS-14-20.

20. Change Order Nos. 1, 2 and 3 for an increase of \$37,614.91 for Project No. SN-18-A1.

21. Access Agreement with the Fargo Park District for Project No. FM-19-B.

22. No bids received for Project No. FM-14-71; project to be rebid at a future date.

23. Bid award for near-term ozone improvements project (Project No. WA 1862).

24. Contract and bond for Project No. TP-19-B1.

26. Change Order No. 2 for a time extension to 6/2/19 for Improvement District No. BN-18-A1.
27. Final Balancing Change Order No. 2 for an increase of \$17,681.01 for Improvement District No. BN-18-E1.
28. Petition for alley paving between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition and addition of Improvement District No. AN-19-G to the 2019 CIP.
29. Create Improvement District No. AN-19-G.
30. Bid award for Improvement District No. BN-19-C1.

REGULAR AGENDA:

31. Presentation on the Public Safety Compensation Study.
32. Public Hearings - 5:15 pm:
 - a. Community Development Block Grant (CDBG) & HOME Programs 2019 Action Plan and Budget, and Amendments to the 2018 Action Plan Activities and Budget/5-Year Consolidated Plan Activity.
 - b. Application filed by Bernbaum Inc. d/b/a Bernbaum's for a Class "GH" Alcoholic Beverage License at 402 Broadway North.
 - c. Application filed by Brew Bird Inc. d/b/a Brew Bird for a Class "F" Alcoholic Beverage License at 30 University Drive North.
 - d. Transfer of a Class "FA-Golf" Alcoholic Beverage License from BCZ Osgood Holdings, LLC d/b/a 9 Iron Bar and Grill to Brickhouse Tavern LLC d/b/a Brewtus Clubhouse to be located at 4400 Clubhouse Drive.
33. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$6,421,825.21.
 - b. Costs totaling \$59,863.29.
34. Recommendation to authorize staff to submit a request from Roers Development, Inc. for tax increment financing for the redevelopment of property located northeast of University Drive and 11th Avenue North to the City's financial advisors for review; action was delayed from the 4/22/19 Regular Meeting.
35. Recommendation for the City of Fargo to pledge \$400,000.00 to Fueling Our Future.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-0106
OF ARTICLE 4-01 OF CHAPTER 4 OF THE FARGO MUNICIPAL CODE
RELATING TO THE GENERAL PROVISIONS GOVERNING CITY OFFICIALS AND
EMPLOYEES; AMENDING SECTION 11-0814 OF ARTICLE 11-08 OF CHAPTER 11 OF THE
FARGO MUNICIPAL CODE RELATING TO ENVIRONMENTAL NUISANCES; AND
AMENDING SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO
MUNICIPAL CODE RELATING TO ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 4-0106 of Article 4-01 of Chapter 4 of the Fargo Municipal Code is hereby amended to read as follows:

4-0106. Oath of office of elective or appointive officers--Filing.

All officers of the city, whether elected or appointed, before entering upon the duties of their respective offices shall take and subscribe the oath of office prescribed in section ~~211~~ 4 of article XI of the constitution of the state of North Dakota. Such oath shall be filed in the office of the city auditor; provided, that the oath of the city auditor and the city treasurer shall be filed in the office of the county auditor.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 11-0814 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0814. Littering on private property prohibited.--No person may discard or abandon any litter, garbage, furniture, or other debris upon public or private property not owned by that person, unless the property is designated for the disposal of such items and that person is authorized to use the property for that purpose. For purposes of this section, litter shall include any rubbish, junk, refuse, or waste of any kind. ~~A violation of this section shall be punishable as a noncriminal offense as described in section 1-0305(C)(6).~~

Section 3. Amendment.

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

1-0305. Classification of ordinance violations.--

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

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - \$150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0304 (carrying weapons), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), sections 10-1202 (marijuana) and 10-1204 (marijuana paraphernalia), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), ~~1—7~~ section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

Section 4. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:



2

Office of the City Attorney

City Attorney
Erik R. Johnson

May 15, 2019

Assistant City Attorney
Nancy J. Morris

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

RE: Re-Zoning Parcels—Fred C. Hagen Addition and other unplatted parcels-Dike East and Dike West

Dear Commissioners:

At your last city commission meeting, you approved the zoning map amendment (re-zoning) of several parcels in the area of Dike East and Dike West—lying east of 4th Street South. The ordinance implementing the re-zoning of those parcels was also given “1st reading”. Since the last meeting, it came to our attention that the proposed ordinance was not drafted correctly. The draft ordinance did not include the conditional overlay that was referenced by Donald Kress in his presentation to you. Therefore, I have enclosed a revised re-zoning ordinance for your review and consideration in undertaking a second reading and final passage of the ordinance. For your ease of reference, I have also enclosed a redline/strikeout version that shows the revisions made since your last meeting to this draft ordinance.

SUGGESTED MOTION: I move to accept the “Ordinance Rezoning Certain Parcels of Land Including All of Fred C. Hagen Addition and Adjacent Unplatted Parcels in the City of Fargo, Cass County, North Dakota” as revised and as presented; to waive the requirement that final passage not be had for at least one week after second reading of such revised re-zoning ordinance; and to waive the second reading of the said entitled ordinance; and, therefor, that this be deemed final passage of said ordinance.

Sincerely,

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

Erik R. Johnson

ERJ/lmw

Enclosures



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS
2 OF LAND INCLUDING ALL OF FRED C. HAGEN ADDITION
3 AND ADJACENT UNPLATTED PARCELS
4 IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

5 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
6 City of Fargo have held hearings pursuant to published notice to consider the rezoning of all of Fred
7 C. Hagen Addition and certain adjacent unplatted parcels in the City of Fargo, Cass County, North
8 Dakota; and,

9 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
10 request on April 2, 2019; and,

11 WHEREAS, the rezoning changes were approved by the City Commission on May 6, 2019,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Fred C. Hagen Addition to the City of Fargo, County of Cass and State of North
16 Dakota;

17 is hereby rezoned from "SR-2", Single-Dwelling Residential, District to "P/I", Public and
18 Institutional District, with a "C-O", Conditional Overlay, District, in which the following use
19 categories:

- 20 a. Parks and Open Space;
- 21 b. Safety Services;
- 22 c. Commercial Parking; and,
- 23 d. Outdoor Recreation and Entertainment

are permitted by right, subject to use-specific standards of Fargo Municipal Code Section 20-0402
(G), and in which all other uses are prohibited.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. The following described property:

Those parcels, in addition to the Fred C. Hagen Addition, land lying east of the right of way of Fourth (4th) Street South, lying north of the right of way for Sixth (6th) Avenue South and lying south of the right of way for Second (2nd) Street South;

LESS those certain parcels described as:

All of St. John's Addition to the City of Fargo; and,

Block Three (3), North Dakota R2 Urban Renewal Addition to the City of Fargo, recorded at the Office of the Cass County Recorder on July 7, 1972 in Book T of Plats, Page 69, as Document Number 460026

is hereby rezoned from "SR-2", Single-Dwelling Residential, District or "AG", Agricultural, District to "P/I", Public and Institutional District, with a "C-O", Conditional Overlay, District, in which the following use categories:

- a. Parks and Open Space
- b. Safety Services
- c. Commercial Parking
- d. Outdoor Recreation and Entertainment

are permitted by right, subject to use-specific standards of Fargo Municipal Code Section 20-0402 (G), and in which all other uses are prohibited.

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND INCLUDING ALL OF FRED C. HAGEN ADDITION
AND ADJACENT UNPLATTED PARCELS
IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of all of Fred C. Hagen Addition and certain adjacent unplatted parcels in the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 2, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 6, 2019,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Fred C. Hagen Addition to the City of Fargo, County of Cass and State of North Dakota;

is hereby rezoned from "SR-2", Single-Dwelling Residential, District to "P/I", Public and Institutional District; with a "C-O", Conditional Overlay, District, in which the following use categories:

- a. Parks and Open Space;
- b. Safety Services;
- c. Commercial Parking; and,
- d. Outdoor Recreation and Entertainment

are permitted by right, subject to use-specific standards of Fargo Municipal Code Section 20-0402(G), and in which all other uses are prohibited.

Section 2. The following described property:

Those parcels, in addition to the Fred C. Hagen Addition, land lying east of the right of way of Fourth (4th) Street South, lying north of the right of way for Sixth (6th) Avenue South and lying south of the right of way for Second (2nd) Street South;

LESS those certain parcels described as:

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is hereby rezoned from "SR-2", Single-Dwelling Residential, District or "AG", Agricultural, District to "P/I", Public and Institutional District; with a "C-O", Conditional Overlay, District, in which the following use categories:

- a. Parks and Open Space;
- b. Safety Services;
- c. Commercial Parking; and,
- d. Outdoor Recreation and Entertainment

are permitted by right, subject to use-specific standards of Fargo Municipal Code Section 20-0402(G), and in which all other uses are prohibited.

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

| Section 4. This ordinance shall be in full force and effect from and after its passage and approval.
|

(SEAL)

Attest:

Steven Sprague, City Auditor

Timothy J. Mahoney, M.D., Mayor

First Reading:
Second Reading:
Final Passage:



Office of the City Attorney

City Attorney
Erik R. Johnson

May 16, 2019

Assistant City Attorney
Nancy J. Morris

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

RE: Roberts Alley utility burial—project update—Renewal Plan

Dear Commissioners:

This is an update and status report on the Roberts Alley overhead utility burial project. No approval is required at this time from the Commission. At your April 22, 2019 meeting, you authorized staff to continue its work on this project--specifically approving the cost-share proposal with a not-to-exceed amount of \$911,665 and directing staff to continue its work on documents to support the project.

As presented by the City Engineer, the total cost for the overhead utility burial project is estimated at \$2.256 million with contributions from Xcel Energy and Kilbourne supplying the majority of the cost share for the project and the city, as noted, maxing out at \$911,665. In addition to the actual cost of burial of the power and telecommunication lines themselves, the project also includes connecting those lines to the individual users/buildings on both sides of the Roberts Alley and these connections include work performed inside the privately-owned buildings. Also, in some cases installation of equipment will be needed to allow the electrical supply to be adapted to existing power distribution systems within each building. This rather complicated and difficult enterprise is the kind of task that requires appropriate authorization in order for the city to undertake this project and, from a legal standpoint; the City must rely upon its powers under N.D.C.C. Chapter 40-58—commonly referred to as the North Dakota Urban Renewal Law—to do so. As such, Jim Gilmour will be preparing a Renewal Plan for your review at a public hearing. We expect that plan to be presented at your meeting of June 17th. The Renewal Plan will identify a narrow corridor to include parcels or even portions of parcels lining both sides of Roberts Alley. The Renewal Plan's purpose will be limited to the burial of the overhead utilities, including both primary and secondary power lines and telecommunication lines, and to the connection of those lines to individual properties and buildings along the alley—those that were using the overhead lines as a power source. It is important to note that the Roberts Alley renewal plan will NOT authorize tax increment financing for any of these project costs. Rather, the Infrastructure Sales Tax, has been recommended by the Finance Committee, will be the source of financing for the City's share of the project cost although it is possible that other sources of funds will also be identified to cover portions of the project cost.

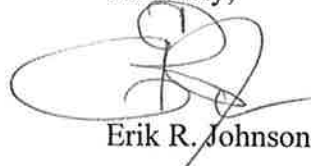
Once a Renewal Plan has been approved by the City Commission, this will clear the way for the city to enter into the cost-share agreement with Xcel Energy and the Kilbourne Group



and, to the extent necessary, the city will be able to enter into agreements with private property owners adjacent to the project. In keeping with typical procedures under the urban renewal law, the proposed renewal plan is intended to be presented to the Fargo Planning Commission for its review and recommendation in advance of the presentation of the plan to the City Commission.

SUGGESTED MOTION: I move to receive and file the letter from the City Attorney providing an update and status report on the Roberts Alley utilities burial project.

Sincerely,

A handwritten signature in black ink, appearing to be 'ERJ', with a large loop on the left side and a horizontal line extending to the right.

Erik R. Johnson

ERJ/lmw



ASSESSMENT DEPARTMENT



May 1, 2019

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 3240 Peterson Pkwy. S as submitted by Ronald J. & Kathryn M. Norby. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$305 with the City of Fargo's share being \$50.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner <u>Ronald & Kathryn Norby</u>	Phone No. <u>406-579-9853</u>
2. Address of Property <u>3420 Peterson Pkwy N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt 2, Blk 3 Golf Course 5th</u>	
4. Parcel Number <u>01-1005-00290-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Remodel kitchen/bath, open wall & frame room in garage</u>	
7. Building Permit No. <u>181973</u>	8. Year Built <u>1978</u>
9. Date of Commencement of making the improvement <u>November 2018</u>	
10. Estimated market value of property before improvement	\$ <u>299,500</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>50,000 100,000</u>
12. Estimated market value of property after improvement	\$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Katya Norby</u>	Date <u>3/14/19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>5/1/19</u>

Action of Governing Body

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



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May 1, 2019

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 3320 Par St. N as submitted by Bryce F. & Starla J. Anderson. 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,

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

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Bryce & Starla Anderson	Phone No.	701-373-5652
2. Address of Property	3320 Par St N		
City	FARGO	State	ND
Zip Code	58102		
3. Legal description of the property for which the exemption is being claimed.	Lt 23 Blk 2 Golf Course 4th		
4. Parcel Number	01-1004-00320-000		
Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	Same		
City		State	
Zip Code			

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	
Kitchen Remodel	
7. Building Permit No.	162042
8. Year Built	1976
9. Date of Commencement of making the improvement	Oct 5, 2016
10. Estimated market value of property before improvement	\$ 237,100 (2016)
11. Cost of making the improvement (all labor, material and overhead)	\$ 67,000
12. Estimated market value of property after improvement	\$ 267,300 (2017)

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	Bryce Anderson
Date	4-25-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	
5 YEARS FOR QUALIFYING WORK	
Assessor's Signature	Don Neumaier
Date	4/26/19

Action of Governing Body

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



May 1, 2019

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 915 Broadway N as submitted by Jason Wisniewski. 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 2020, 2021, 2022, 2023, & 2024.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$195 with the City of Fargo's share being \$35.

Sincerely,

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

Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner <u>Jason Wisniewski</u>	Phone No. <u>701-371-9973</u>
2. Address of Property <u>915 Broadway N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lot 7 and 8, Block 1, Yerxa and Franklin Addition</u>	
4. Parcel Number <u>01-4140-00050-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>PO BOX 1755</u>	
City <u>Fargo</u>	State <u>ND</u> Zip Code <u>58107</u>

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Siding and gutters</u>	
7. Building Permit No. <u>BL20190156</u>	8. Year Built <u>1909</u>
9. Date of Commencement of making the improvement <u>3/4/2019</u>	
10. Estimated market value of property before improvement	\$ <u>175,000</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>15,000</u>
12. Estimated market value of property after improvement	\$ <u>185,000</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Jason Wisniewski</u>	Date <u>4/29/2019</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s). <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>5/1/19</u>

Action of Governing Body

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



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

50

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **American Gold Gymnastics, Inc.**

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

Name of Location Side Street Grille & Pub			
Street 404 4th Ave N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (required) Games played in the entire bar, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known March 18, 2020			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	5/20/2019

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

(5m)

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **American Gold Gymnastics, Inc.**

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

Name of Location The Box			
Street 1025 38th St SW	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Games played in the entire bar, excluding restrooms.			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known Daily			

RESTRICTIONS (City/County Use Only)

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

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

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

Attorney General	Date
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PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	5/20/2019

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

56

G - _____ (_____)____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **North Dakota Association For The Disabled, Inc.**

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

Name of Location Bulldog Tap			
Street 4265 45th St S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/20/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

56

G - _____ () _____
 Site License Number
 (Attorney General Use Only)

Full, Legal Name of Gaming Organization **North Dakota Association For The Disabled, Inc.**

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

Name of Location O'Kelly's			
Street 3800 Main Ave	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)		
Days of week of gaming operations (if restricted)		Hours of gaming (if restricted)
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)		
<input checked="" type="checkbox"/> Bingo <input type="checkbox"/> ELECTRONIC Quick Shot Bingo <input type="checkbox"/> Raffles <input type="checkbox"/> ELECTRONIC 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date 5/20/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

56

G - _____ (_____)_____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

North Dakota Association For The Disabled, Inc.

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

Name of Location Shotgun Sally's Rock N Roll Saloon			
Street 1515 42nd St S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Gaming will be conducted in the entire bar (excluding restrooms).			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	5/20/2019

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17998 (02/2018)

(50)

G. _____ (_____) _____
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

VFW Post 762

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

Name of Location VFW Club			
Street 202 Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7-1-2019	Ending Date(s) Authorized 6-30-2020	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required)			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 05/20/2019
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

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

5d

G - _____ (_____) _____

Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization **West Fargo Hockey Association**

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

Name of Location Fort Noks Bar of Gold			
Street 52 Broadway N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 7/1/19	Ending Date(s) Authorized 6/30/20	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) North East corner of the bar			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	5/20/2019

INSTRUCTIONS:

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



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

✓ 1420
25.00

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

Name of Non-profit Organization Kringen Club Inc		Date(s) of Activity 7-1-19 to 6-30-20		For a raffle, provide drawing date(s):	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jan Malakowsky		Title Gaming Mngr		Business Phone Number 701-232-9222	
Business Address 722 2nd Ave N		City Fargo		State ND	Zip Code 58102
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Sons of Norway		Site Address 722 2nd Ave No			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input checked="" type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Bingo	50% gross				
Total:					(Limit \$12,000 per year) \$ 5000.-

Intended uses of gaming proceeds: Charitable Donation

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

Douglas Benson

5/13/2019

President

701-232-9222



CC 25.00
5/14/19

(bb)

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 Und Alumni Association & Foundation		Date(s) of Activity 6/26/2019 to 6/26/2019		For a raffle, provide drawing date(s): 6/26/19	
Person Responsible for the Gaming Operation and Disbursement of Net Income Keeley Useldinger		Title Events Coord.		Business Phone Number (701) 777-2611	
Business Address 3501 University Avenue, Stop 8157		City Grand Forks		State ND	Zip Code 58202-8157
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Edgewood Golf Course		Site Address 19 Golf Course Rd			
City Fargo		State ND	Zip Code 58047-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50 Drawing	\$500.00	Raffle	socks (3)	\$36.00
Raffle	hat (3)	\$75.00	Raffle	visor	\$20.00
Raffle	t-shirts (10)	\$360.00			
Raffle	jersey	\$100.00			
Raffle	shorts (2)	\$55.00			
Raffle	sunglasses	\$35.00			
Raffle	bag (2)	\$85.00			
Raffle	golf balls (2)	\$16.00			
Raffle	jacket (4)	\$195.00			
Total:					\$ 1,477.00

(Limit \$12,000 per year)

Intended uses of gaming proceeds: to benefit Athletic Scholarships at the University of North Dakota

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: \$ 8,939.00. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official <i>Keeley Useldinger</i>	Date 5/13/2019	Title Vp Of Finance	Business Phone Number (701) 777-2611
--	--------------------------	-------------------------------	--

①

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 2019
(UNAUDITED)**

	2019 BUDGET	2019 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 25,248,936	\$ 25,462,319	\$ 213,383
Licenses & Permits	1,043,550	1,085,269	41,719
Fines & Traffic Tickets	701,828	487,846	(213,982)
Intergovernmental Revenue	4,725,823	4,287,502	(438,321)
Charges for Services	3,360,001	2,939,055	(420,946)
Interest	1,393,333	1,666,041	272,708
Miscellaneous Revenue	201,865	163,829	(38,036)
Transfers In	6,130,260	4,982,980	(1,147,280)
Total Revenues	\$ 42,805,596	\$ 41,074,841	\$ (1,730,755)
EXPENDITURES:			
City Administrator	\$ 2,912,226	\$ 2,627,657	\$ 284,569
Finance	2,167,669	1,909,349	258,320
Planning & Development	1,207,812	1,050,817	156,995
Transit	2,710,623	1,990,338	720,285
Public Works	5,077,635	5,948,769	(871,134)
Fire Department	3,726,577	3,503,534	223,043
Police	6,204,035	5,849,869	354,166
Health	3,498,608	3,304,642	193,966
Library	1,410,571	1,351,954	58,617
Commission	241,565	216,523	25,042
Civic Center	151,726	152,432	(706)
Social Services	403,400	276,733	126,667
Capital Outlay	172,464	88,552	83,912
Vehicle Replacement/IT	127,717	123,177	4,540
Contingency	(367,824)	6,964	(374,788)
Transfers Out	2,820,739	3,299,094	(478,355)
Total Expenditures	\$ 32,465,543	\$ 31,700,404	\$ 765,139
Excess of Revenue Over (Under) Expenditures	\$ 10,340,053	\$ 9,374,437	\$ (965,616)




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

8

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 16, 2019

RE: CONTRACT FOR SIGNATURE
CENTRAL CASS SCHOOL DISTRICT \$40,509.08

The attached contract with Central Cass School District is for nursing services for school year 2019-2020.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the Service Agreement with Central Cass School District for nursing services.

DF/lls
Enclosure

**PURCHASE OF SERVICE AGREEMENT
CENTRAL CASS PUBLIC SCHOOL DISTRICT**

Whereas the Central Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2019-2020, beginning on July 1, 2019 and ending on June 30, 2020. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Central Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 20 hours to use over the school year. Therefore, Central Cass Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 20 hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 30 hours with salary and benefits will be billed at \$45.77.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential health information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District, which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

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

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)

REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

CENTRAL CASS PUBLIC SCHOOL DISTRICT

TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO


SIGNATURE
AGENCY REPRESENTATIVE

DATE

Board President
TITLE


DESI FLEMING, DIRECTOR OF PUBLIC HEALTH

5-13-19
DATE

5/15/19
DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM A COLLABORATIVE PROGRAM BETWEEN CENTRAL CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Central Cass Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community.
The nurse will:

- A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals. The nurse aide, if applicable, will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

**ATTACHMENT B
2019-2020**

SCHOOL HEALTH SERVICES BUDGET

CENTRAL CASS PUBLIC SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS /WEEK X 35 WEEKS AT \$42.00 /HOUR	\$44,100.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT \$42.00/HR	\$1,680.00
36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT \$50.29/HOUR	\$1,810.44
TOTAL	\$ 47,590.44
6 RN HOURS /WEEK X 35 WEEKS AT \$45.77 AT 100%	\$9,611.70
20 ADDITIONAL HOURS AT 45.77 AT 100 %	<u>915.40</u>
	<u>10,527.10</u>
GRAND TOTAL	<u>\$ 58,117.54</u>
DISTRICT PORTION AT 63 % OF \$47,590.44	\$29,981.98
DISTRICT PORTION AT 100% OF 10,527.10	\$10,527.10
PROVIDER PORTION AT 37% OF \$47,590.44	\$17,608.46
TOTAL FOR DISTRICT OF AMOUNT AT 63%	\$29,981.98
TOTAL FOR DISTRICT OF AMOUNT AT 100%	<u>\$ 10,527.10</u>
GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	\$40,509.08

ATTACHMENT C

PROVIDER ASSURANCES

- A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.
- B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.
- C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.
- D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.
- E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.
- F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.
- G. The Provider shall not assign this agreement.
- H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

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To: Board of City Commissioners

From: Michael Mitchell, Training and Development Coordinator
Jill Minette, Director of Human Resources

Re: Workforce Solutions Services Agreement – Management Essentials Training

Date: May 13, 2019

In 2017, the City of Fargo entered into a partnership agreement with NDSCS as part of the TrainND Program (Attachment #1). Part of this partnership agreement included facilitation of 24 customized contract training hours provided to city employees. In 2019, the City of Fargo Human Resource Department intends to use these training hours to enhance city leadership skills by offering the nationally recognized Ken Blanchard Management Essential curriculum. This training curriculum will provide a comprehensive leadership training program to all City of Fargo managers, leaders and supervisors. The purpose of this training is to enhance leadership skills and provide a common standard for all city leaders.

This new agreement (Attachment #2) is an extension to the original partnership agreement with NDSCS. Since this training initiative exceeds the 24 contract training hours and includes material costs not covered under the original agreement, there will be an additional expenses associated with this leadership training.

The cost of the Ken Blanchard Management Essentials training, including all associated instructor and material fees will be \$38,595, which includes the utilization of all 2019 contract training hours from our previous NDSCS agreement. The breakdown of the total cost of training includes \$5295 Training Delivery Fee and \$33,300 for training materials (\$180/Blanchard Participant Packet x 185 participants).

Payment of the training delivery fees will come from the 2019 Human Resources training budget. Payment of the Blanchard Participant Packet will be distributed among the various city departments participating in the training. This cost structure has been discussed and approved by all City of Fargo department directors.

Suggested Motion: To approve the Workforce Solutions Services Agreement.



North Dakota State College of Science • 1305 19th Avenue North • Fargo, ND 58102 • 701.231.6900 • www.ndscs.edu

Michael Redlinger
City of Fargo
200 N 3rd Street
Fargo, ND 58102

Re: Partnership/Membership Plan

June 28, 2017

Hello Mike,

Per our visit on Wednesday, June 14, we discussed using a Plan that would essentially be a "Gold Plus" Membership with our Division. Materials and/or books for specialized classes will be invoiced over and above the Plan parameters. Details for the Gold Plus agreement are listed below per our discussion. An invoice and certificate will follow dated for July 1, 2017.

"Gold Plus" \$7500 Partnership:

Taking out Digital and Public Recognition in Materials

Taking out Marketing Giveaways

Taking out Business Workforce Events

Taking out Logo in Lobby

Open Enrollment hours increased from 40 to 80 (Individuals attend various OE classes at NDSCS Fargo location)

*Contract/Customized Training Discount remains same

Video Conferencing, Meeting Room, Computer Lab hours eliminated

Workforce Consulting increase from 6 to 8 hours

OnDemand "Keys" increase from 6 to 10

*Contract Trainer provided within this plan will be for 24 hours (Any contract training over that amount will be additional charges, less the discount.)

On Demand Process: After July 1, 2017, and prior to July 15, 2017, TrainND will attain 10 email addresses and submit them for enrollment into the On Demand Platform (web page). One or two "Administer(s)" must be determined by the City of Fargo. The Administrator(s) will oversee everyone else's usage and monitor the training videos that are watched and the post-test scores of the testing after the videos.

If a City of Fargo employee would like to enroll for a TrainND Open Enrollment class offered at the NDSCS - Fargo location and use up those hours as designated above, please contact Jane Cornell @ Fargo office (231.6915) to register and let her know the person attending will be taking "credit" on Membership Agreement. (Total of 80 hours can be used by one person, or several different people to accumulate the 80 hours of "credit".)

If the City of Fargo would like to use up Customized Training hours (ex; Cultural Diversity Training, Excel, etc.), or Workforce Consulting hours, please contact Joe Schreiner and he will coordinate efforts with trainers and the consultants. Note: Consulting example would be to have trainers come in and "observe" various aspects of the City functions and departments. A welding trainer may come in and consult with City welders, or our soft skill trainer may come in and observe people interacting with the Public on certain matters.

Sincerely,

Joe Schreiner - TrainND SE Director



WORKFORCE SOLUTIONS SERVICES AGREEMENT

This contract dated May 6th, 2019 is between TrainND SE, operating within a division of North Dakota State College of Science, and City of Fargo referred to herein as the CLIENT.

SERVICES: TrainND SE will provide 'Management Essentials' professional workforce training for the CLIENT.

FACILITATOR: TrainND SE will agree upon Facilitators with the Client. The facilitators, under the overall supervision of TrainND SE, will be responsible for developing and delivering the contracted services. All facilitators engaged in this program are well-qualified to provide these professional services.

The Facilitator(s) will be: Mary Beth Burns, Certified Blanchard Facilitator

MATERIALS: The materials to be provided in support of this program are noted in this Contract. Each person will receive a Management Essentials (Blanchard) participant packet. Also, all participants will have access for one year to the Blanchard Exchange website that will provide online support and additional information that will supplement the facilitator led training.

LOCATION AND SCHEDULE: The location and the schedule for the training session and/or other services to be provided are listed below:

- Training Sessions:
 - Eight (8) – Management Essentials (*24 maximum number of participants per session*)
- Dates:
 - Thursday, June 27th
 - Wednesday, July 24th
 - Thursday, August 8th
 - Thursday, September 19th
 - Wednesday, October 9th
 - Wednesday, November 6th
 - Tuesday, November 26th
 - Wednesday, December 11th
- Time: 9:00am – 4:00pm; one hour break for lunch (*on their own*)
- Location: NDSCS-Fargo, 1305 19th Avenue North, Fargo, ND

Any costs associated with the location or schedule of the services, such as facility or travel expense, are the responsibility of the CLIENT and will be included in the training investment fees.



LOCATION AND SCHEDULE (*continued*): North Dakota State College of Science prohibits the use of tobacco and e-cigarettes on campus property at all times. Tobacco usage includes all tobacco products, including, but not limited to: cigarettes, cigars, pipes, e-cigarettes, chewing tobacco, snuff, smokeless pouches, and other forms of loose-leaf tobacco. This prohibition includes indoors, outdoors, and college/state vehicles. This policy applies to all employees, students and visitors.

NUMBER OF PARTICIPANTS AND ROSTER: An estimated number of 185 people are scheduled to participate in the training sessions. The CLIENT agrees to provide to TrainND SE a roster with the names of the participants no less than two days in advance of the training session; unless other arrangements have been made.

INVESTMENT: All fees to the CLIENT associated with this program are listed below:

- Total Training Investment: \$38,595 *based on actual number of participant packets
 - Training Delivery Fee: \$5,295
 - Sessions 1-2: \$0 with using 12 of the 14 – 2019 Contract Training hours
 - Session 3: \$620 with using the 2 remaining 2019 Contract Training hours
 - Sessions 4-8: \$935/per session x 5 = \$4,675
 - *Regular session fee is \$1,100 x 15% Contract Training Discount = \$935/each*
 - Blanchard Participant Packets: *\$33,300 (\$180/per packet x 185 participants)
- Any participants that would attend NDSCS-Fargo's 'Open Enrollment' classes separately from the training dates noted in this Agreement – the fee would be \$229/per participant.



PAYMENT: TrainND SE will provide an invoice to the CLIENT for the training delivery fee upon completion of the training program. All Blanchard (Management Essentials) participant packets and/or customized materials that are purchased in advance of the training will be invoiced and the invoice will be sent to the CLIENT at the time the order is placed.

CANCELLATION AND CHANGES: Postponements, cancellations or schedule changes for any training session must be provided with at least a ten day advance notice. Any such changes made with less than ten day notice will be subject to a charge of 50% of the training fee for that session. All Blanchard (Management Essentials) participant packets and/or customized course materials that have been purchased in advance of the training will be charged 100% of its fee. Any catering/food services that have been purchased for the training will be charged 100% of its fee. Any training session postponement must have the rescheduled date decided upon within 30 days of the originally scheduled training session date.

CLIENT SATISFACTION: TrainND SE guarantees that its Professional Training and Development services will fully satisfy the requirements of the CLIENT. If the CLIENT is not satisfied with TrainND SE's delivery of any of the services described in this Contract, the services will be repeated at no additional cost to the CLIENT. If these repeated services are still deemed to be unsatisfactory, a full refund (less the cost of materials/books and catering/food services) will be issued by TrainND SE to the CLIENT for any payments that have been made for those services found to be unsatisfactory.



ENTIRE AGREEMENT: The parties below are authorized by the CLIENT and TrainND SE to enter into this agreement. This Contract supersedes all previous agreements between the parties, whether verbal or written.

City of Fargo

TrainND SE by NDSCS

Signature

Training Manager

Print Name

Authorized TrainND SE Signature

Title

Date

Date

I consent to the use of my written testimony/comments pertaining to TrainND SE by North Dakota State College of Science and TrainND and its assigns, for all purposes of education, public information and marketing, with or without the use of my name.

___ Yes

___ No

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HUMAN RESOURCES DEPARTMENT

Fargo City Hall
225 4th Street North
Fargo, ND 58102

Phone: 701.241.1321 | Fax: 701.476.6707
www.FargoND.gov

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources *JM*

Re: Benefit Plan Agreement - Blue Cross Blue Shield of North Dakota

Date: May 16, 2019

Please see the attached Benefit Plan Agreement with Blue Cross Blue Shield of North Dakota (BCBSND). The agreement reflects the renewal terms previously approved for the 2019 plan year and has been reviewed by the Assistant City Attorney.

RECOMMENDED MOTION: To approve the Benefit Plan Agreement with Blue Cross Blue Shield of North Dakota (BCBSND).

CITY OF FARGO

January 1, 2019 through December 31, 2019

BENEFIT PLAN AGREEMENT

This Benefit Plan Agreement ("Agreement") is entered into between City of Fargo ("the Plan Sponsor"), City of Fargo ("the Plan Administrator") and Blue Cross Blue Shield of North Dakota ("BCBSND"). Throughout this Agreement, BCBSND is referred to as the "Company."

The Plan Sponsor has established and maintains a fully insured group health plan (the Plan) which provides, among other things, various benefits to Members in the Plan, as set forth in the Certificate of Insurance provided to plan Members. The Plan Administrator is the administrator of the Plan established through this Agreement.

In consideration of payment of required premium and acceptance of applications, the Company enters into this Agreement with the Plan Sponsor and the Plan Administrator. The Company agrees to provide plan Members the benefits set forth in the Certificate of Insurance, in accordance with its terms and conditions. This Agreement also includes the Certificate of Insurance, applications, Identification Cards and any endorsements, supplements, attachments, addenda or amendments.

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE AND PLAN YEAR

This Agreement is effective January 1, 2019, through December 31, 2019, unless terminated as provided in Section 7. TERMINATION.

For the purposes of the costs of any and all benefits and services extended through this Benefit Plan, including the implementation of any benefit changes required under federal or state law, the Plan Administrator agrees that the Plan Year shall commence on January 1, unless it is terminated by one of the parties as specified in Section 7. TERMINATION.

2. DEFINITIONS

This section defines the terms used in this Agreement. These terms will be capitalized throughout this Agreement when referred to in the context defined.

- 2.1 **CLAIM** - notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- 2.2 **DATA AGGREGATION** - the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- 2.3 **HEALTH CARE OPERATIONS** - any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- 2.4 **MEMBER** - the Subscriber and any dependent of a Subscriber or any other person designated by a Subscriber or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner, or owner of the Plan Sponsor, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.

For the purposes of determining the various benefits and restrictions or other limitations thereto made available to a Member under the terms of this Agreement, all benefits under any Plan option or tier (and any restrictions or other limitations thereto) made available to or received by a Member shall accumulate toward that Member's benefits and any restrictions and other limitations thereto.

- 2.5 **PAYMENT** - activities undertaken to obtain premiums, determine or fulfill coverage and benefits, or obtain or provide reimbursement for health care services.
- 2.6 **PROTECTED HEALTH INFORMATION (PHI)** - individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
 - A. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
 - B. relates to a Member's past, present or future physical or mental health or condition;
 - C. relates to the provision of health care to a Member;
 - D. relates to the past, present or future payment for health care to or on behalf of a Member; or
 - E. identifies a Member or could reasonably be used to identify a Member.

Educational records and employment records are not considered PHI under federal law.

- 2.7 **SECURITY INCIDENT** - any attempted or successful unauthorized access, use disclosure, modification, or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- 2.8 **STANDARD TRANSACTIONS** - health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- 2.9 **SUBSCRIBER** - any employee of the Plan Sponsor who is or may become eligible to receive a benefit under the Plan. The term includes all common law employees as well as any proprietors, partners, or other owners who work for the Plan Sponsor, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Subscriber include any person not otherwise entitled to coverage under the terms of the Plan.
- 2.10 **SUCCESSFUL SECURITY INCIDENTS** - Security Incidents that result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- 2.11 **UNSUCCESSFUL SECURITY INCIDENTS** - Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

3. **PREMIUMS**

- 3.1 All premiums are due and payable before the first of the month. If premiums are not received before the date due, a grace period of 31 days is allowed. The Plan Administrator remains responsible for payment of any premium due during the grace period. If the Plan Administrator provides written notice of cancellation during the grace period, the Plan Administrator will be charged a pro rata premium.
- 3.2 The Company will advise the Plan Administrator of any change in required premium at least 31 days prior to the anniversary date of this Agreement, unless otherwise specifically agreed to by the parties. In addition, the Company reserves the right, upon providing at least 31 days notice, to change the required premium in response to any change in the rate of insurance premium tax assessed by the state of North Dakota or if the Plan Administrator should choose to offer a dual choice option.

3.3 Health Premiums:

	Individual Coverage	Parent and Child Coverage	Parent and Children Coverage	Two Person Coverage	Family Coverage
BlueAccess	\$448.70	\$1,085.80	\$1,085.80	\$1,085.80	\$1,085.80

4. **PRIVACY USE AND DISCLOSURE RESPONSIBILITIES**4.1 **RESPONSIBILITIES OF THE COMPANY****A Privacy of Protected Health Information (PHI)**

1. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Agreement. Except as permitted or required by this Agreement for the Company to perform its duties under this Agreement, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
2. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Agreement, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members, or (4) as required by law.
3. The Company will be permitted to use or disclose Members' PHI only as follows:
 - a. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
 - (1) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
 - (2) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Agreement, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.
 - b. The Company will make reasonable efforts to use, disclose, or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
4. Other than disclosures permitted by Section 4.1(A)3, the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.

5. The Company will require each subcontractor and agent to which the Company is permitted by this Agreement or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Agreement applies to the Company.
6. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with Section 4.1(A)3.
7. Disposition of Protected Health Information

The parties agree that upon termination, cancellation, expiration or other conclusion of this Agreement, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Agreement for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

These responsibilities agreed to by the Company and related to protecting the privacy and safeguarding the security of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and, where applicable, shall govern the Company's receipt, use or disclosure of PHI pursuant to the terms of this Agreement.

8. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

B. Information Safeguards

1. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
2. The Company will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI the Company creates, receives, maintains, or transmits on behalf of the Plan Administrator as required by federal law.

C. Inspection of Books and Records

The Company will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Agreement.

- D The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for plan administration functions specified in the Plan documents as amended.

E. Information Privacy and Safeguard Provisions Survive Termination of Agreement

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Agreement.

4.2 RESPONSIBILITIES OF THE PLAN SPONSOR

- A. The Plan Sponsor retains full and final authority and responsibility for the Plan and its operation. The Company is empowered to act on behalf of the Plan only as stated in this Agreement or as mutually agreed in writing by the Plan Sponsor and the Company.
- B. The Plan Sponsor will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

If the Group offers a high deductible health plan, the Plan Sponsor assumes sole responsibility for determining whether the Plan qualifies as a high deductible health plan under Section 223(c)(2) of the U.S. Internal Revenue Code. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PLAN.

If the Group offers a high deductible health plan, the Company does not provide legal or tax advice, and expressly disclaims responsibility for determining, on behalf of any individual or group, the legal and tax implications of: (1) establishing a health savings account; (2) eligibility for a health savings account; (3) the contributions made to a health savings account; (4) the deductibility of contributions to a health savings account; and (5) withdrawals from a health savings account and related taxation.

- C. By executing this Agreement, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Agreement or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

- D. By executing this Agreement, the Plan Sponsor also certifies to the Company that its Plan does not contain a waiting period, as defined under applicable federal HIPAA portability regulations, exceeding 60 days. The Plan Sponsor acknowledges that the Company will rely on the Plan Sponsor's certification and that the Plan Sponsor shall have a continuing obligation to immediately notify the Company if any revisions are made to the Plan's waiting period.

5. INTER-PLAN ARRANGEMENTS

BCBSND has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever a Member accesses health care services outside of the geographic area BCBSND serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSND for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically when accessing care outside the geographic area BCBSND serves, a Member obtains care from health care providers that have a contractual agreement ("participating health care providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, a Member may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating health care providers") with a Host Blue. BCBSND remains responsible for fulfilling its contractual obligations to the Plan Administrator. BCBSND payment practices in both instances are described below.

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits and vision care benefits (except when paid as medical claims/benefits), and those prescription drug benefits that may be administered by a third party contracted by BCBSND to provide the specific service or services.

A. BlueCard® Program

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method Per Claim:

Unless subject to a fixed dollar copayment, the calculation of Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the Host Blue's participating health care provider's billed charges or the negotiated price made available to BCBSND by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to BCBSND by the Host Blue may represent one of the following:

1. the actual price. An actual price is a negotiated rate of payment without any other increases or decreases; or
2. an estimated price. An estimated price is a negotiated rate of payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by BCBSND in determining premiums.

B. Value-Based Programs

BCBSND has included a factor for bulk distributions from Host Blues in the Plan Administrator's premium for Value-Based Programs when applicable under this Agreement. "Value-Based Program" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local health care providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

C. Return of Overpayments

Under the Inter-Plan Arrangements, recoveries from a Host Blue or from participating health care providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts, which generally require correction on a claim-by-claim or prospective basis. The fees of such a third party may be charged to the Plan Administrator as a percentage of the recovery.

D. Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSND will include any such surcharge, tax or other fee in determining premiums.

E. Nonparticipating Health Care Providers Outside the BCBSND Service Area

1. Member Liability Calculation

When Covered Services are provided outside of BCBSND's service area by nonparticipating health care providers, the amount the Member pays for such services will generally be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and the payment BCBSND will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services are governed by applicable federal and state law.

2. Exceptions

In certain situations, BCBSND may pay claims based on the payment BCBSND would make if the Covered Services had been obtained within the BCBSND service area. Such situations include where a Member did not have reasonable access to a participating health care provider, as determined by BCBSND in its sole and absolute discretion or by applicable state law. In other situations, BCBSND may pay such a claim based on the payment BCBSND would make if BCBSND were paying a nonparticipating health care provider inside of BCBSND's service area (as described in the Member's Certificate of Insurance) where the Host Blue's corresponding payment would be more than BCBSND's payment to a nonparticipating health care provider within the BCBSND service area. BCBSND may also in its sole and absolute discretion, negotiate a payment with such a health care provider on an exception basis. In any of these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and payment BCBSND will make for the Covered Services as set forth in this paragraph.

F. Blue Cross Blue Shield Global Core

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands ("BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

1. Inpatient Services

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for Cost Sharing Amounts. In such cases, the hospital will submit the Member's claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services.

2. Outpatient Services

Physicians, urgent care centers and other outpatient health care providers located outside the BlueCard service area will typically require a Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

3. Submitting a Blue Cross Blue Shield Global Core Claim

When a Member pays for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, the Member should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the health care provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSND, the Blue Cross Blue Shield Global Core Service Center or online at www.bcbsglobalcore.com.

6. RETROSPECTIVE DISCOUNT PAYMENT

Regarding prescription medications or drugs purchased by Members under the terms of the Plan, the Company will pay the amount due to the pharmacy (or other prescription drug retailer) under the terms of the pharmacy provider participating agreement. The amount due to the pharmacy under the terms of the pharmacy provider participating agreement is that which is due at the time the prescription medication or drug is purchased by the Member. The amount due to the pharmacy under the pharmacy provider participating agreement is calculated without regard to any subsequent, retrospective manufacturer discount that may apply to the cost of the prescription medication or drug. The Plan Administrator acknowledges and agrees that, in some cases but not all, drug manufacturers may offer retrospective discounts to the Company on prescription medications and drugs purchased under the terms of the Plan. If a drug manufacturer makes a retrospective discount payment available, the Plan Administrator acknowledges and agrees that a portion of any such retrospective discount may be retained by an entity that performs manufacturer discount program services on behalf of the Company under the terms of this Agreement. The Plan Administrator further acknowledges and agrees that, when made available by the drug manufacturer, another portion of the retrospective discount payment is retained by the Company. In its sole discretion, the Company may periodically refund to the Plan all or part of any rebate payments received. The calculation of any refund rests in the sole discretion of the Company.

7. TERMINATION

7.1 This Agreement will automatically terminate without notice on the last day of the month in which the grace period expires if premiums are not paid within the grace period. In the event of termination for nonpayment of premiums, reinstatement of this Agreement will be at the sole discretion of and subject to conditions established by the Company. The Plan Administrator assumes any obligation to provide notice to all Subscribers regarding termination of this Agreement due to nonpayment of premiums.

- 7.2 This Agreement may be terminated by the Plan Administrator providing the Company with written notice of termination at least 31 days in advance of the requested date of termination. Termination will be effective on the last day of the month. If the requested date of termination is other than the last day of the month, termination will be effective the last day of the month of the requested date of termination.
- 7.3 In the event of a breach by either party, other than for nonpayment of premium, the other party may terminate this Agreement by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement will immediately terminate.
- 7.4 The Plan Administrator will have the right to terminate this Agreement if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.
- If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Agreement by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.
- 7.5 The Company may decide to discontinue offering the Benefit Plan that is the subject of this Agreement, or all of its group health benefit plans including the Benefit Plan that is the subject of this Agreement, at any time. If the Benefit Plan that is the subject of this Agreement is discontinued, the Company will provide the Plan Administrator and Subscribers with at least 90 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice. The Plan Administrator will be given the option to purchase any other group health benefit plans currently offered by the Company in the market. If all group health benefit plans are discontinued including the Benefit Plan that is the subject of this Agreement, the Company will provide the Plan Administrator and Subscribers with at least 180 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice.

8. GENERAL PROVISIONS

- 8.1 The Plan Administrator agrees to furnish the Company with any information required by the Company for the purpose of enrollment. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company of any changes in enrollment or eligibility within 31 days of the change, the Company may retain any and all premium payments made by the Plan Administrator as consideration for the Company's administrative costs and burden incurred by said failure to notify the Company of the change.
- 8.2 The Plan Administrator acknowledges that the administration of the Benefit Plan that is the subject of this Agreement may be subject to regulation under federal and/or state law. The Plan Administrator agrees to furnish the Company with any and all information necessary to comply with any applicable federal and/or state laws and to certify that this information is accurate. If there are any changes in the employer contribution rate for benefits and services available under this Agreement, the Plan Administrator agrees that it is its obligation to provide information related to the change in contribution rates immediately to the Company.
- 8.3 The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.

- 8.4 The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

All Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

- 8.5 No change in this Agreement is valid unless approved by the President and Chief Executive Officer of BCBSND and a designated representative of the Plan Administrator.
- 8.6 Where federal law is not applicable, this Agreement shall be governed by and construed according to the laws of the state of North Dakota.
- 8.7 Any notice required under this Agreement shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address.
- 8.8 The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this legal agreement was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this agreement.
- 8.9 It shall be the sole responsibility of the Plan Administrator to distribute Certificates of Insurance to Subscribers of the Plan and to advise Members of their rights under ERISA, including, but not limited to claims appeals procedures. In the event a claim is paid due to the Certificate of Insurance not being distributed to the Subscriber, the Plan Administrator shall be liable for all such claims. The Certificate of Insurance is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including the creation and distribution of a Summary Plan Description.
- 8.10 If the Plan Administrator has a digital or online version of the Certificate of Insurance available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate of Insurance, and further agrees the Certificate of Insurance, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a claim is paid based on the Plan Administrator's digital or online Certificate of Insurance, the Plan Administrator is liable for all such claims. The Plan Administrator further agrees that no waiver of this agreement is valid unless in writing and approved by the Company.

- 8.11 The Company will prepare Summaries of Benefits and Coverage for distribution to applicants and Members by the Plan Administrator so that the Company, the Plan and the Plan Administrator may all satisfy related disclosure obligations under federal law. It shall be the sole responsibility of the Plan Administrator to distribute the Summaries of Benefits and Coverage in accordance with federal law, and the Plan Administrator acknowledges and agrees that the Company will rely upon the Plan Administrator for compliance with the requirements for distribution of the Summaries of Benefits and Coverage to applicants and Members.
- 8.12 Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Agreement by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Agreement at least thirty-one (31) days before the effective date of such final regulation or amendment to final regulations.
- 8.13 When coverage under this Agreement is terminated, BCBSND will, within a reasonable period of time, issue a notification of termination of coverage to the Subscriber. Upon notification by the Subscriber of the ineligibility of a dependent, a notification of termination of coverage will be issued to the affected Member within a reasonable period of time. Termination notices may also be obtained from BCBSND upon request within 24 months after coverage is terminated.

9. INDEMNIFICATION CLAUSE

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Agreement, if the liability was the consequence of the actions of the indemnifying party.

10. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **INCORPORATION STATEMENT**

The attached Certificate of Insurance is incorporated herein by reference.

CITY OF FARGO
GROUP HEALTH PLAN (PLAN ADMINISTRATOR)
225 4TH STREET NORTH
FARGO, NORTH DAKOTA 58102

BLUE CROSS BLUE SHIELD OF NORTH DAKOTA*
4510 13TH AVENUE SOUTH
FARGO, NORTH DAKOTA 58121

By: _____



Title: _____

Its President and CEO

Date: _____

January 15, 2019

CITY OF FARGO
(PLAN SPONSOR)
225 4TH STREET NORTH
FARGO, NORTH DAKOTA 58102

By: _____

Title: _____

Date: _____

Benefit Plan Agreement
01/01/2019 – 12/31/2019
253973

*An Independent Licensee of the Blue Cross and Blue Shield Association

Exhibit "A"



MEMORANDUM

TO: CITY COMMISSION
FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*
DATE: MAY 15, 2019
SUBJECT: REQUEST FOR APPROVAL OF SERVICES WITH BISHOP LAND DESIGN
AND RELATED WORK FOR THE CIVIC PLAZA

As a follow up to the presentation to the Civic Plaza presentation on May 6th, the Planning Department, in coordination with City Administration and the Engineering Department, are seeking your support to proceed with the next phase of work with Bishop Land Design (BLD).

Scott Bishop with BLD has been working with the City of Fargo since 2016 as part of the Downtown InFocus Plan. In November 2018, the City approved a sole source procurement to develop a land development master plan for the civic plaza and the surrounding properties and connections. The Planning Department seeks support for professional services over the course of multiple steps.

On May 13th, the Finance Committee confirmed authorization to proceed with city services for procuring Environmental through Engineering's MSA, Surveying through City's surveyor, and Geotechnical through Engineering's MSA. The Finance Committee also approved proceeding to the City Commission on May 20th with Concept Design services with BLD, to set the grade elevations and itemize the controlling elements related to the overall master plan in order to set the parameters of Sodbuster. The Report of Action (ROA) from the Finance Committee meeting is attached.

The Commission will see additional items on the June 17th agenda for BLD relating to construction for Sodbuster placement, introduction of the concept of a QBS (Qualified Bidders Services) to select a Construction Manager-at-Risk, next phase of professional services to prepare context design drawings for the plaza, and for establishing a construction estimate and a scope of work for construction to prepare to bid.

The purpose for splitting up these actions and agenda items is to sync up information about the site, and fee and activities the consultant team would learn between the May 20th actions and the June 17th meeting, as there are components that could affect scope and fee. Additionally, there is a tight timeframe related to the Plains Art Museum's grant commitments for placement of Sodbuster.

Suggested Motion:

To approve the Concept Design services with Bishop Land Design in the amount of \$200,000.

City of Fargo Finance Committee Meeting

Report of Action

Meeting Date: 5/13/2019

Item Description: Professional Services Agreement with Bishop Land Design

The Committee reviewed a scope of services agreement with Bishop Land Design to continue work on the Civic Plaza project to include work on placement of the Sodbuster statue near the Fargo Public Library and the plaza. This scope of work follows the presentation made at the last City Commission meeting.

Mark Williams noted that Scott Bishop has been very effective in creating consensus on project development opportunities.

The scope of services totaled \$180,000, with a \$20,000 budget for project incidentals expenses.

Motion by: Redlinger

Second by: Piepkorn

Vote:	Yes	No	Absent
Mahoney	x		
Piepkorn	x		
Grubb	x		
Redlinger	x		
Sprague	x		
Costin	x		



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

BLD, Bishop Land Design

Estimated Dollar Amount of Purchase:

200,000

The project/service is required to:

Enter in to the next phase of developing a land development master plan for the civic plaza and surrounding properties. The proposal will set grade elevations related to the overall master plan in order to set the parameters of Sodbuster including a concept design for the plaza. This will move the project forward to the next steps in placing Sodbuster as presented on the May 9 City Commission meeting.

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

This consultant team for this project is the same team who performed the Downtown InFocus study. In Addition, they recently completed the site evaluation, programing and analysis with a wide range of stakeholders for the civic plaza which included a contextual planning and landscape master plan. Based on their understanding of our community interests, unique geology, and landscape architecture expertise they provide a uniquely qualified ability that will minimize on-boarding and knowledge development. Scott Bishop is an uniquely trained landscape architect who's ability includes architecture, landscape architecture, ecology, market development, and construction management expertise.

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

The original downtown master plan went through an extensive RFP process, in which firms across the country submitted for consideration. Scott Bishop was on the Downtown InFocus team, and through working with him for the past years we have developed a relationship and level of understanding of our needs and interests. In addition, the knowledge gained by Bishop Land Design of the civic plaza through the contextual planning process and consensus building from interested stakeholders will be applied to make the next phases more efficient.

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

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

There is no other local entity that has the landscape architecture and master planning expertise for this level of complexity. Understanding the contextual planning component of this project is critical and BLD has the understanding and skills needed to develop a unique approach to this complex site.

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

Signature: 

(Requestor)

Printed Name: **Mark Williams**

Department: **Planning and Development**

Title: **Assistant Planning Director**

Date: **5-9-19**

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

_____ (Requestor initials)

May 14, 2019

Bruce Grubb

City Administrator
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102
bgrubb@fargond.gov
701.241.1310

cc: Nicole Crutchfield
Director of Planning | Planning and Development Center
ncrutchfield@fargond.gov

Project: **FARGO CIVIC PLAZA | Amendment 1** | Conceptual Landscape Design
BLD Project #: BLD_FAR_03 Fargo Civic Plaza

Dear Bruce:

Thank you for this exceptional opportunity to continue our work with you and the City of Fargo on the "Fargo Civic Plaza" project.

BLD has completed contextual planning and site programming for "Fargo Civic Plaza", and we are looking forward to continue our design explorations with you as we advance this project to the level of conceptual design.

This letter is an amendment to, and hereby made part of, the executed proposal for Professional Services for "Fargo Civic Plaza" between Bishop Land Design, LLC., referred hereafter as BLD, and the City of Fargo, referred hereafter as the Client, dated October 19, 2018. All the terms of this Agreement remain in force, with the addition of Professional Services for Conceptual Landscape Design as described below.

Enclosed, please find the proposed project approach, process, schedule, deliverables and fees that are part of this Amendment.

PROJECT APPROACH

We are a firm of passionate, invested individuals who believe that every project is distinctive, and that each design solution reflects the historical, cultural, and ecological context of the site and evolves from a clear understanding of the goals and objectives of the client group.

With your guidance and our collective vision, Fargo Civic Plaza seeks to shape a public open space that will provide an invaluable resource for the City of Fargo as a shared civic venue. We envision that Fargo Civic Plaza will profoundly impact the everyday experience for area residents and contribute to a vibrant and engaging downtown environment. At the same time, Fargo Civic Plaza strives to establish a clear landscape linkage between downtown Fargo and the Red River, fostering the City's connectivity to the river and the City of Moorhead beyond.



We look forward to an exciting project which will require a bold, innovative and integrated vision that successfully blends the diverse interests of a variety of stakeholders to create a memorable open space and destination for the City of Fargo.

We understand that flexibility and adaptability - spatially and over time - are at the core of any sensitive and resilient design strategy for a public open space: a holistic vision for Fargo Civic Plaza needs to take a multi-layered approach to add value to the urban and social fabric, but also incorporate infrastructural and ecological improvements.

Building on our insights and findings from the contextual planning and site programming phases, BLD will identify the unique challenges and opportunities of the site and its context, in particular the integration of stormwater management as an inherent asset to the site, and develop innovative concept design studies for the plaza.

"Fargo Civic Plaza" is a challenging and exciting opportunity. We offer the collaborative strength and creative energy of our firm together with our extensive experience working on unique and inspiring landscapes. On behalf of the entire team, we very much look forward to collaborating with you to create a successful, versatile, and inspiring landscape.

SCOPE OF SERVICES

- A. BLD, shall provide Professional Services for the **FARGO CIVIC PLAZA** project, the extent of which is indicated on the attached Diagrams 1A and 1B "Project Areas".

The Scope of Services shall include the following:

1. Community and Stakeholder Group Engagement
2. Contextual Site Planning
3. Conceptual Site and Landscape Design
4. Site Logistic and Project Phasing Consulting
5. Ecological and Environmental Planning

- B. BLD shall retain and direct the services of the following consultants to support its work on the Project:

- | | |
|------------------------------------|---------------------------|
| 1. Structural Engineering | Houston Engineering, Inc. |
| 2. Structural Engineering Bridge | Simpson Gumpertz & Heger |

- C. BLD will utilize and direct the services of registered professional consultants under separate contracts to the Client for:

1. Site Survey
2. Geotechnical Report of Existing Conditions
3. Environmental Report
4. Architecture
5. Structural engineering
6. Lighting design
7. Engineering of site lighting circuitry
8. Structure, re-circulation systems and lighting of ornamental pools and fountain
9. Civil engineering, including vehicular pavements, service drivers, curbing and gutters

10. Traffic and transportation engineering
11. Waterfront engineering
12. Hydrologic engineering
13. Geotechnical engineering
14. Mechanical and/or plumbing engineering
15. Soil science, including lightweight and structural soils specifications
16. Irrigation design and engineering
17. Environmental engineering
18. Cost estimating
19. LEED coordination and certification

D. The contribution of BLD to the project shall be limited to areas of design and aesthetics, and BLD does not assume professional disciplinary responsibility for the work of others in the production of construction documents and the sufficiency thereof necessary to the execution of the work. BLD will be responsible for the coordination of the work and documents of its subconsultants.

E. Design of Scope Items shall not include structural provisions for support of items in the structure of any building and or auxiliary structures; penetrations of the structure of the building for structural, mechanical or electrical connections; actual connection to the structural, mechanical and electrical systems of the building; or for waterproofing of the structure or of penetrations of the structure.

PROJECT UNDERSTANDING

BLD projects that the Fargo Civic Plaza project will be divided into four (4) main development areas as shown on the attached Diagrams 1A and 1B "Project Areas":

o **AREA 1** (approximately 25,000 sq. ft.)

The Sodbuster Sculpture Landscape between 4th and 2nd Street, comprises an elongated rectangular space along the north side of the Fargo Public Library.

This open space is intended to provide a prairie like landscape setting for the Sodbuster sculpture, and will be designed and implemented in anticipation of its future integration of Area 1 into the overall site design for the Fargo Civic Plaza project to create a continuous and unified landscape.

o **AREA 2** (approximately 180,000 sq. ft.)

The Civic Plaza area between 4th and 2nd Street, comprises an elongated rectilinear space that extends 2nd Avenue from downtown Fargo to the river's edge, the open space areas surrounding Fargo City Hall, including the open space between Fargo City Hall and the current Civic Center (which will be replaced by the proposed Performing Arts Center), the area of the current streetscape of 3rd Street between the Fargo Public Library and the Pump House, and a linear open space along 1st Avenue, between the Pump House and 1st Avenue, leading toward the Red River parklet entry at the corner of 1st Avenue and 2nd Street.

Fargo Civic Plaza is envisioned as a habitable and inviting public open space for everyday use, as well as a true civic space that can provide opportunities for larger gatherings and events. The plaza will therefore offer a balanced combination of hardscape with integrated tree plantings in structural soil, and lawn or otherwise landscaped or planted areas. It will also feature a rainwater fountain (integrated water feature) for stormwater management as part of the plaza landscape. The design of Area 2 will be closely coordinated with the development of the Area 1 landscape to fully integrate the Sodbuster Sculpture Landscape into the design of the overall plaza.

- o **AREA 2 C** (approximately 14,500 sq. ft.)

A bridge structure across 2nd Street is proposed to extend the open space of the Civic Plaza to the Red River shoreline to foster the connection between downtown Fargo and the river.

The bridge is envisioned as an extension of the Civic Plaza landscape as a sensible and functional combination of hardscape and planted areas.

- o **AREA 3** (approximately 64,000S sq. ft.)

The parcel in the southeast corner of the Civic Plaza site comprises a rectangular space that connects the plaza and the Sodbuster Sculpture Landscape to 2nd Street and the river's edge.

Since Area 3 is considered a development parcel, it is envisioned as a mostly planted open space that complements the design of the Civic Plaza and the Sodbuster Sculpture Landscape, but anticipates and can accommodate for future changes.

PROJECT PHASING

BLD assumes the following phasing scenarios for the construction of the project:

1. In Phasing Scenario 1, Area 1 will be developed first with consideration for its future integration into Area 2, then Area 2 will be developed, followed by Area 2C, and completed by the development of Area 3.
2. In Phasing Scenario 2, Area 1 will be developed first with consideration for its future integration into Area 2, then Areas 2 and 2C will be developed simultaneously, and completed by the development of Area 3.

We understand that due to the anticipated phasing, project areas need to be constructed independently, though closely coordinated so the project will read seamlessly as one.

In both scenarios, the placement of the Sodbuster Sculpture will be included in the development of Area 1. Given the timeframe for the placement of the Sodbuster sculpture in the fall of 2019, the concept design for Area 1 will be prioritized within the overall schedule for the concept design phase for the plaza as shown on the attached Diagram 2 "Project Schedule".

The site currently contains three civic buildings, Fargo's City Hall, Public Library and Civic Center. BLD will work under the assumption that the Civic Center will be demolished and a new Performing Arts Center will be built in the northwest corner of the site. BLD will closely coordinate their efforts with the concurrent design studies for the Performing Arts Center, and accommodate for the future integration of the building and its surrounding landscape into the site design for the Fargo Civic Plaza project to create a continuous and unified landscape.



PROJECT CONDITIONS

For the purpose of this fee proposal, BLD makes the following assumptions:

- BLD will provide a list of recommended items to be included in a comprehensive instrument survey, provided in AutoCad format and assumes that the Client will procure a detailed site survey before commencement of any design work.
- BLD assumes an overall design schedule of approximately 4½ months (17 to 18 weeks) for the concept design of all project areas, commencing after authorization and receipt of a detailed site survey.
- BLD assumes an accelerated design schedule of approximately 3 to 4 weeks for the concept design for Area 1 which is assumed to run in parallel with the conceptual design effort for the other project areas (Area 2, 2C and Area 3).
- BLD assumes that the schedule for the technical documentation for Area 1 will be determined during the conceptual design phase (upon completion of the concept design for Area 1), and that the schedule for schematic design (SD), design development (DD) and construction documentation (CD) for the other project areas will be decided toward the end of the conceptual design phase.
- BLD assumes that the Client might choose to engage an independent cost estimator for this project. In that case, BLD will coordinate with the independent cost estimator and will review the independent cost estimates for each phase with the Client.
- BLD will assist the Client in the coordination of design drawings at conceptual level with any planned infrastructure improvement plans that are made available to the design team during the design phases of work.

SCOPE OF SERVICES

BLD will provide conceptual landscape design services for "Fargo Civic Plaza" with the goal to create a world-class civic space at the heart of Fargo that fosters a mutually enriching dialogue between the existing building structures, the surrounding neighborhoods and broader downtown community, and the Red River landscape, and will closely coordinate this effort with the concurrent design studies for the Performing Arts Center, as well as the placement of the Sodbuster sculpture which will be integrated in the development of Area 1.

Particular attention will be given to stormwater management, which will be treated as an inherent asset to the site and featured as a "rainwater fountain" (integrated water feature) within the landscape of Area 2.

The scope of services outlined below is developed in accordance with our understanding of your needs, the intended program flexibility for a civic space, and our experience with similar projects.

The design will be based on a comprehensive understanding of the current site conditions, including, but not limited to existing and proposed site utilities.

A. CONCEPTUAL DESIGN | AREAS 1, 2, 2C AND 3
17 - 18 WEEKS

Building on the insights from the contextual planning and site programming studies for “Fargo Civic Plaza”, BLD will advance the project to the level of conceptual design for project Areas 1, 2, 2C and Area 3 (as outlined in Diagrams 1A and 1B “Project Areas”) with particular focus on Area 1 at the beginning of the design phase. All conceptual design studies shall be based on a detailed survey provided by the Client.

After a comprehensive synthesis of the discussions and findings from the previous contextual planning and site programming efforts for “Fargo Civic Plaza”, BLD will develop and provide two (2) site concept studies for the plaza that will integrate and acknowledge the interplay between its spatial, ecological and developmental capacity. To establish meaningful connections to the plaza’s immediate context and the city fabric beyond, concurrent or proposed developments in the Downtown Fargo Area (such as Block 9 Plaza) will be taken into consideration, as well as open spaces and streetscapes adjacent to the site

The design studies will explore alternative concepts and design approaches, identifying means to capitalize on existing resources and future opportunities that can carry both ecological and economic benefits for Fargo’s diverse communities, as well as enhance infrastructural function and urban qualities for Fargo Civic Plaza. Among others, the studies will therefore address stormwater management and include the concept of a “rainwater fountain” (integrated water feature) as inherent asset for Fargo Civic Plaza.

The concept alternatives will incorporate progressive design methodologies and sustainable technologies in order to create net positive interactions between human and ecological communities. Material and structural systems will emphasize a longitudinal approach to project lifespan, cradle-to-grave construction costs, and impact on local and regional ecologies and climate systems.

An important aspect to any design idea are its implications with regards to approvals, cost, and construction time frame, which BLD will assess during the conceptual design phase. This will allow the Client and the design team to develop an understanding of the most crucial and pertinent implications and parameters in order to anticipate and potentially reduce problems that might otherwise arise during most critical times of the project. BLD will take constraints, challenges and regulatory hurdles into consideration, provide a corresponding phasing analysis for each concept, and prepare a budgetary assessment of the design concepts.

The two (2) site concepts will be described and explained through diagrams, massing studies, site plans and diagrammatic renderings, as well as material explorations.

Throughout the development of the site concept studies, BLD will meet with the City of Fargo, representatives from Fargo’s City Commission, representatives from the City’s Planning Department and the Fargo City Engineering Department, and all pertinent stakeholder groups (to be determined upon the Client’s discretion) to present and discuss the site concept alternatives. These meetings will help the Client, the City Commission, the Planning and Engineering Departments, and BLD to prioritize design ideas that stand to create the most short- and long-term benefits.

Based on the Client’s and the City Commission’s comments and suggestions during each work session, and the insights gained from the various stakeholder meetings, BLD will continuously revisit the project’s programmatic goals and their spatial requirements, consider site connectivity and accessibility, primary and secondary circulation routes, location of site amenities, parking, event spaces, opportunities for integrating blue/green infrastructure, and develop spatial strategies and material applications as they relate to the overarching goals and objectives of the two (2) concept design studies.



The goal of this interactive design process is to advance one (1) alternative as the preferred or final conceptual site plan for "Fargo Civic Plaza" at the end of the conceptual design phase.

Site plans and illustrative renderings, site sections, aerial and immersive perspective sketches, material explorations and phasing strategies will be developed, refined and detailed to support programmatic and budgetary project requirements throughout the course of the conceptual design process.

BLD will employ their expertise in communication, visualization and graphics that elucidate and generate plans and graphic material for this project that the City will be able to use for outreach, promotion and public education.

At the end of the conceptual design phase, BLD will meet with the City of Fargo, representatives from Fargo's City Commission, representatives from the City's Planning Department and the Fargo City Engineering Department, and all pertinent stakeholder groups, as determined by the Client, to present and discuss the final concept design option(s) for "Fargo Civic Plaza".

BLD envisions that the final meeting and rollout could also be used to capitalize on excitement around the concept design for the plaza and galvanize community members and potential partners for early implementation steps.

SERVICES in the conceptual design phase will include:

- (5) meetings | work sessions with the Client, representatives from the City's Planning Department and the Fargo City Engineering Department, and pertinent stakeholder groups, as well as (5) concurrent meetings with representatives from Fargo's City Commission in Fargo, ND
 - (2 design team members per trip: 2 BLD representatives)
- conference calls and/or online meetings with the Client, representatives from the City's Planning Department and the Fargo City Engineering Department between work sessions (as necessary)

The work sessions and meetings are projected to be organized around the following milestones throughout the conceptual design phase:

Work Session | Meeting 1 June 17th, 2019 (TBC)

Presentation and Discussion of diagrammatic design concepts for all project areas:

- synthesis of site analysis | site analysis diagram (constraints and opportunities)
- diagrams for each concept design
- diagrammatic site plan for each concept (all project areas)
- advanced concept design plan for Area 1 (Sodbuster Landscape)
- diagrammatic site sections | elevations

Work Session | Meeting 2 July 1st, 2019 (TBC)

Presentation and Discussion of concept design studies for all project areas:

- draft site plan for each concept
- massing studies
- diagrammatic site sections | elevations
- diagrammatic renderings for each concept

- inspirational precedent images
- initial material explorations

Work Session | Meeting 3 July 29th, 2019 (TBC)

Presentation and Discussion of advanced concept design studies for all project areas:

- site plan for each concept
- advanced massing studies
- advanced site sections | elevations
- sketch perspectives
- advanced material explorations
- preliminary phasing of design concepts

Work Session | Meeting 4 August 26th , 2019 (TBC)

Presentation and Discussion of refined concept design studies for all project areas:

- draft illustrative site plan rendering of site design concepts
- refined massing studies
- detailed site sections | elevations
- draft illustrative perspectives
- refined material explorations
- phasing of design concepts

Work Session | Meeting 5 September 23rd, 2019 (TBC)

Presentation and Discussion of final concept design option(s) for "Fargo Civic Plaza":

- illustrative site plan rendering of site design concept(s)
- finalized massing studies
- illustrative site sections | elevations
- illustrative perspectives of the preferred site design concept(s)
- concept specific preliminary material selection
- systematic phasing of design concept(s)
- project narrative(s)

DELIVERABLES during the conceptual design phase will include:

- site analysis diagram at a suitable scale, depicting major connections, axes, relationships, pedestrian circulation, water elements, stormwater management strategies and other key landscape elements
- diagrams for each conceptual design
(including, but not limited to ecology, infrastructure, circulation, programming)
- massing studies for each concept (as necessary)
- one (1) diagrammatic site plan for each concept (1 per concept | 2 total)
- one (1) draft site plan for each concept (1 per concept | 2 total)
- one (1) site plan for each concept (1 per concept | 2 total)

- diagrammatic renderings for each concept
- one (1) draft illustrative site plan rendering of site design concept(s) (1 per concept | 2 total max.)
- site sections/elevations at appropriate scale as necessary intended to show spatial relationships between design elements
- diagrammatic site sections (2 per concept | 4 total)
- one (1) sketch perspective of each of the two (2) site design concepts to express design intent, either aerial or eye-level
- two (2) draft illustrative perspective of the preferred site design concept(s) to express design intent, either aerial or eye-level, depending on the needs of the Client (2 per concept | 4 total max.)
- precedent images to reflect recommended paving, lighting, furnishings, planting, and other site elements as necessary
- material explorations
- preliminary phasing for each concept
- PDF documentation of all presentations

DELIVERABLES at the end of the conceptual design phase will include:

- one (1) illustrative site plan rendering of site design concept(s) (1 per concept | 2 total max.)
- illustrative site sections | elevations at appropriate scale as necessary intended to show spatial relationships between design elements
- two (2) illustrative perspective of the preferred site design concept(s) to express design intent, either aerial or eye-level, depending on the needs of the Client (2 per concept | 4 total max.)
- preliminary material selections
- project narrative for each concept
- systematic phasing for each concept
- PDF documentation of final (1) or (2) conceptual design concepts
- PDF documentation of all presentations
- comprehensive compilation of Client selected material for public outreach

PROCESS AND ENGAGEMENT

In order to provide conceptual design studies for Fargo's Civic Plaza in the desired time frame, BLD proposes a work schedule extending over a period of approximately 4½ months (17 to 18 weeks) that will comprise two (2) parallel efforts, the concept design for Area 1, and the concept design for the remaining project areas, i.e. Area 2, 2C and Area 3 (see also attached Diagrams 1A and 1B "Project Areas"):

DESIGN PHASE TASK	DURATION	CALENDAR
Concept Design Area 1	(3) to (4) weeks	Mid-May 2019 to Mid-June 2019
Concept Design Area 2, 2C and 3	(17) to (18) weeks	Mid-May 2019 through September 2019



BLD envisions this process to be highly interactive and will hence be organized around a series of monthly work sessions in Fargo as described above. The work sessions are assumed to be two (2) to three (3) days in duration, and will be complemented by brief progress review sessions via conference calls or WebEx Work between the monthly meetings/presentations in Fargo as deemed necessary, as well as in-house charrettes with the design team.

The monthly meetings with the project team in Fargo will involve the Client, representatives from the City's Planning Department and the Fargo City Engineering Department, as well as pertinent stakeholder groups upon the Client's discretion and as applicable. Participation of stakeholder groups will be determined by the Client in conjunction with the consultant team for each individual meeting.

In conjunction with the monthly meetings in Fargo, Client and Design team will also meet with representatives from Fargo's City Commission to report on project progress and solicit input and feedback.

The interim progress review sessions via conference calls or WebEx are envisioned as concise check-in sessions between the design team and the Client and will - as necessary or applicable - include representatives from the Fargo City Engineering Department.

This schedule will allow for a deliberate and interactive process with the City of Fargo and other representatives and stakeholders, and will in particular facilitate close collaboration with Fargo's City Commission.

DESIGN TEAM

BLD's core team will include the following members:

Scott Bishop	Principal
Nicole Gaenzler	Associate Principal Landscape Architect
Massoud Bagheri	Senior Designer Project Manager
Jonathan Cave	Landscape Designer

Additional staff members will provide support as required to add value to this project for design input, technical quality control etc.

EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. BLD assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should BLD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A.** Topography and boundary surveys.
- B.** Legal descriptions of property.
- C.** Utility base information.
- D.** Existing site engineering and utility base information.

- E. Overhead aerial photographs at controlled scale.
- F. Engineering other than that provided with the Scope of Services.
- G. Full arborist report on existing trees by a certified arborist.
- H. Current architectural plans and drawings and regular updates to those drawing files.

It is assumed that document submissions will be handled electronically, and that all printing costs associated with interim, coordination, and final documents sets are not included in this agreement and will be the responsibility of others.

DEVELOPMENT BUDGETS

- A. Upon signing of the Agreement, a proposed development budget for all items of work under the Scope of Services shall be established and approved in writing.
- B. This development budget shall be revised and approved at the completion of Design Development Phase and Construction Documents Phase.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the Design Development drawings and the time of award of a construction contract, cost of modification of drawings and specifications to meet the reduced or expanded project budget shall be considered Extra Services.

FEE

BLD has made a detailed analysis of the level of effort required to complete the services described above. Assuming the schedule above and the scope described herein. BLD will perform the above Scope of Services for a fixed fee of USD 180,000.00, to be billed based on percentage complete and in accordance with the Schedule of Terms and Conditions in Appendix A which is incorporated and made part of this agreement by reference.

Reimbursable expenses incurred in connection with the project are in addition to the fee for services outlined above. Expenses include travel for the required number of meetings as well as typical reimbursable expenses such as large scale color printing, reproduction, Federal Express, telephone etc. BLD estimates reimbursable expenses in the amount of \$20,000.00.

The fee applies to the approximately 4½ months (17 to 18 weeks) long design period as shown on the project schedule (Diagram 2 "Project Schedule"), and as described below.

SCHEDULE

BLD is prepared to begin the services described herein as soon as authorized. In order to fully comply with the 4½ months (17 to 18 weeks) long schedule for the conceptual design phase (see also attached Diagram 2 "Project Schedule"), critical path reviews and decisions outside of BLD's purview must be made on a timely basis. Should the schedule extend beyond the 4½ months (17 to 18 weeks) due to approval delays, or other delays beyond our control, a reasonable adjustment in the fee arrangement shall be discussed.



ADDITIONAL SERVICES

Should BLD be asked to provide services in addition to the above Scope of Services, these Additional Services will be billed on an hourly basis in accordance with the Schedule of Personnel Billing Rates (see attached Appendix B) or by fee amendment.

AGREED AND ACCEPTED

We will be pleased to answer questions you may have or clarify any of the points listed above.

If you agree with this proposal, please sign two copies, initial the Schedule of Terms and Conditions, and return one signed original to BLD, our receipt of which will be notice to proceed.

We look forward to working with you on this exciting project.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Bishop", written over a horizontal line.

Scott F. Bishop
President and Principal
Bishop Land Design

05.14.2019

Date

Authorized signature for:

City of Fargo

Date

Printed Name:

Title:



A P P E N D I X B

Appended to and made part of the Agreement for Professional Services between Bishop Land Design, LLC. and the City of Fargo (*dated 05/14/2019*).

P E R S O N N E L B I L L I N G R A T E S

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis following the hourly billing rates listed below (provided in US\$). The hourly rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the Client when the team members have been identified.

All rates are current and valid for six months from the date of Agreement for Professional Services but may be increased annually, on January 1, without written notice.

Classifications	Rates (per hour)
Principal	\$285
Associate Principal Director	\$215
Project Manager Senior Associate	\$135 - \$160
Associate	\$130
Senior Designer	\$100 to \$120
Designer	\$90
Research Designer	\$75
Intern	\$60

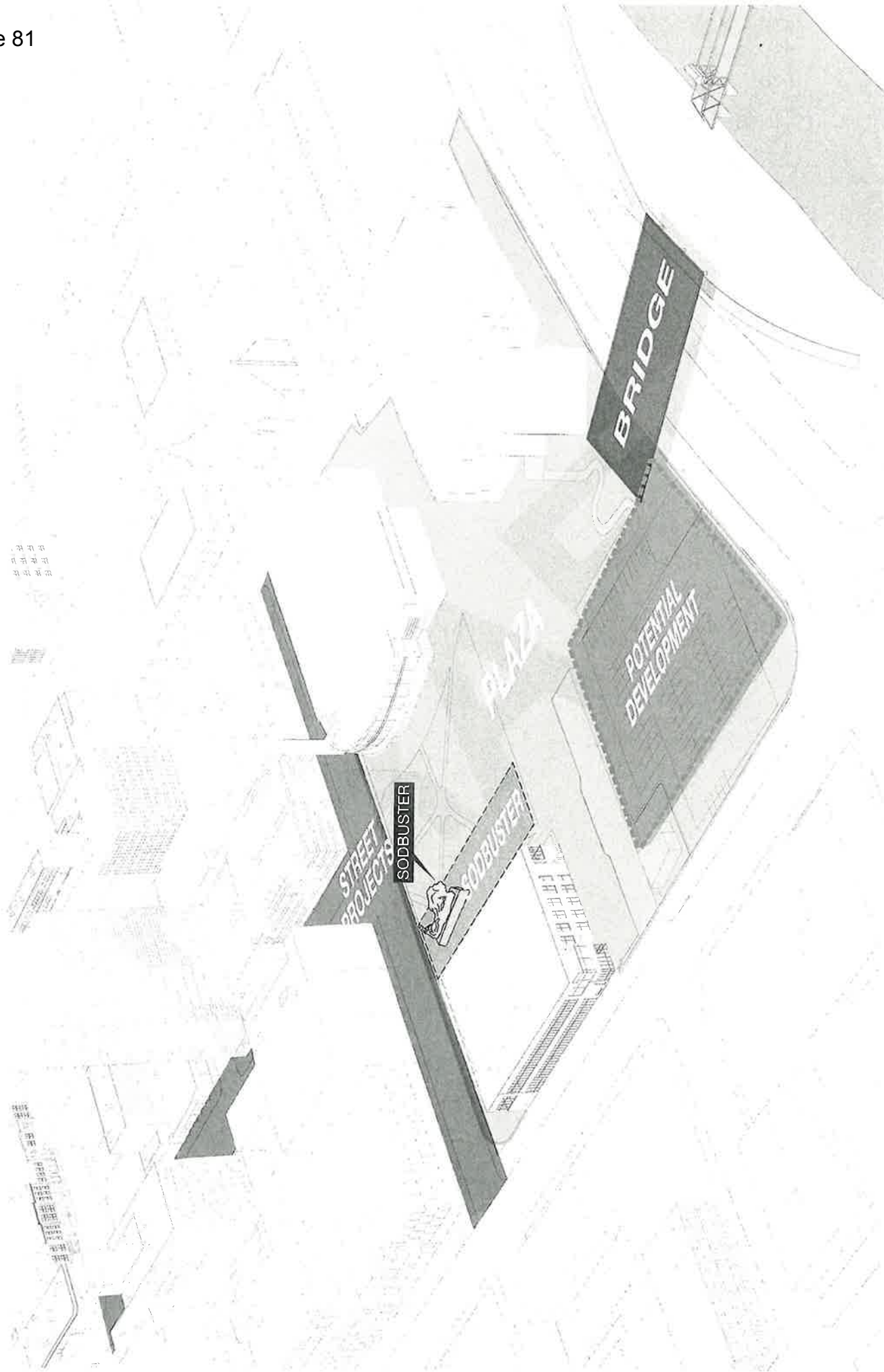
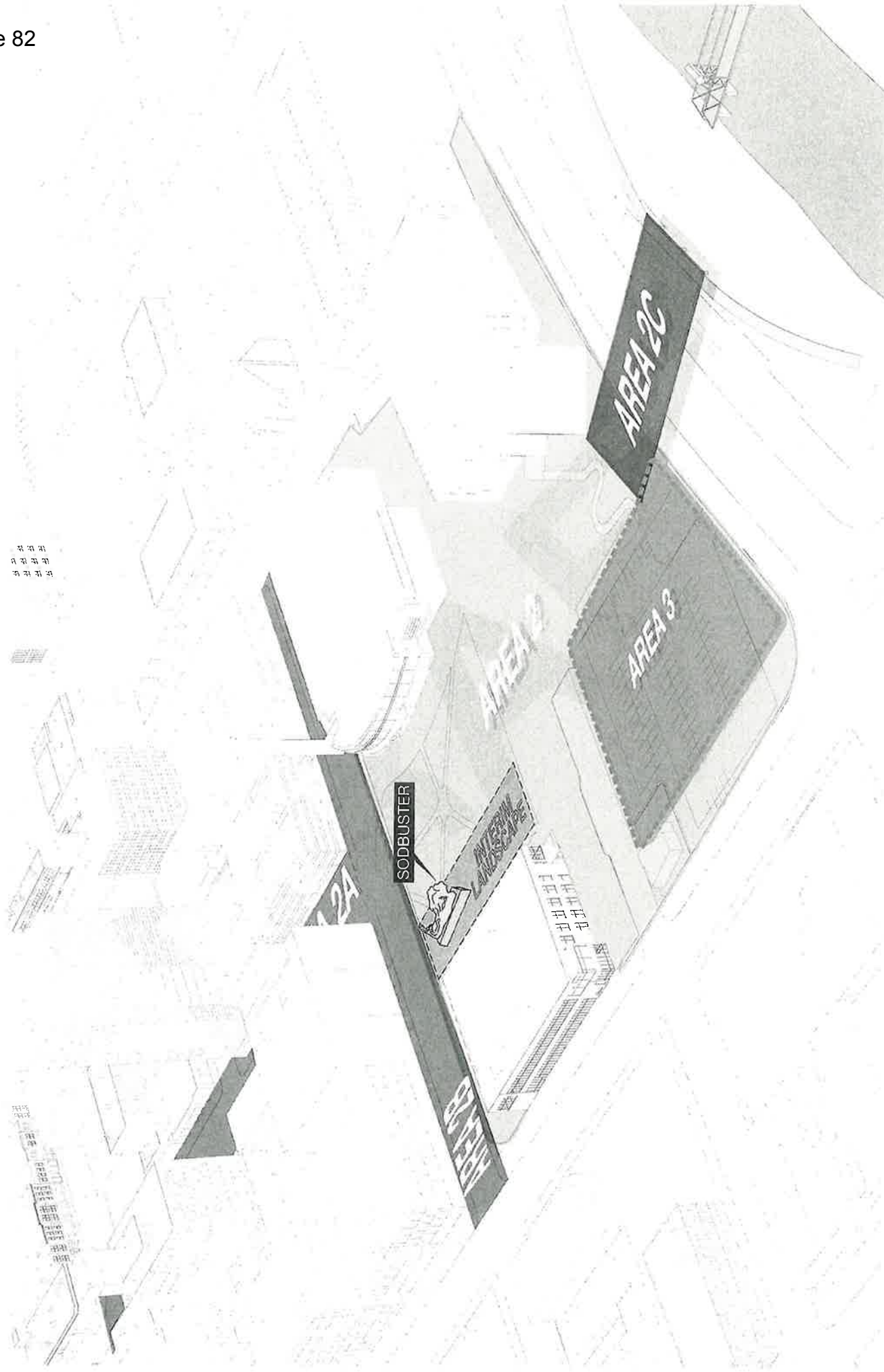


DIAGRAM 1A | PROJECT AREAS BY NAME



33 33 33
33 33 33
33 33 33

DIAGRAM 1B | PROJECT AREAS

APPROVAL
FOR CONCEPT DESIGN

APPROVAL
FOR SODBUSTER
TECHNICAL
DOCUMENTATION

APPROVAL
FOR SD.DD.CD
FARGO CIVIC PLAZA

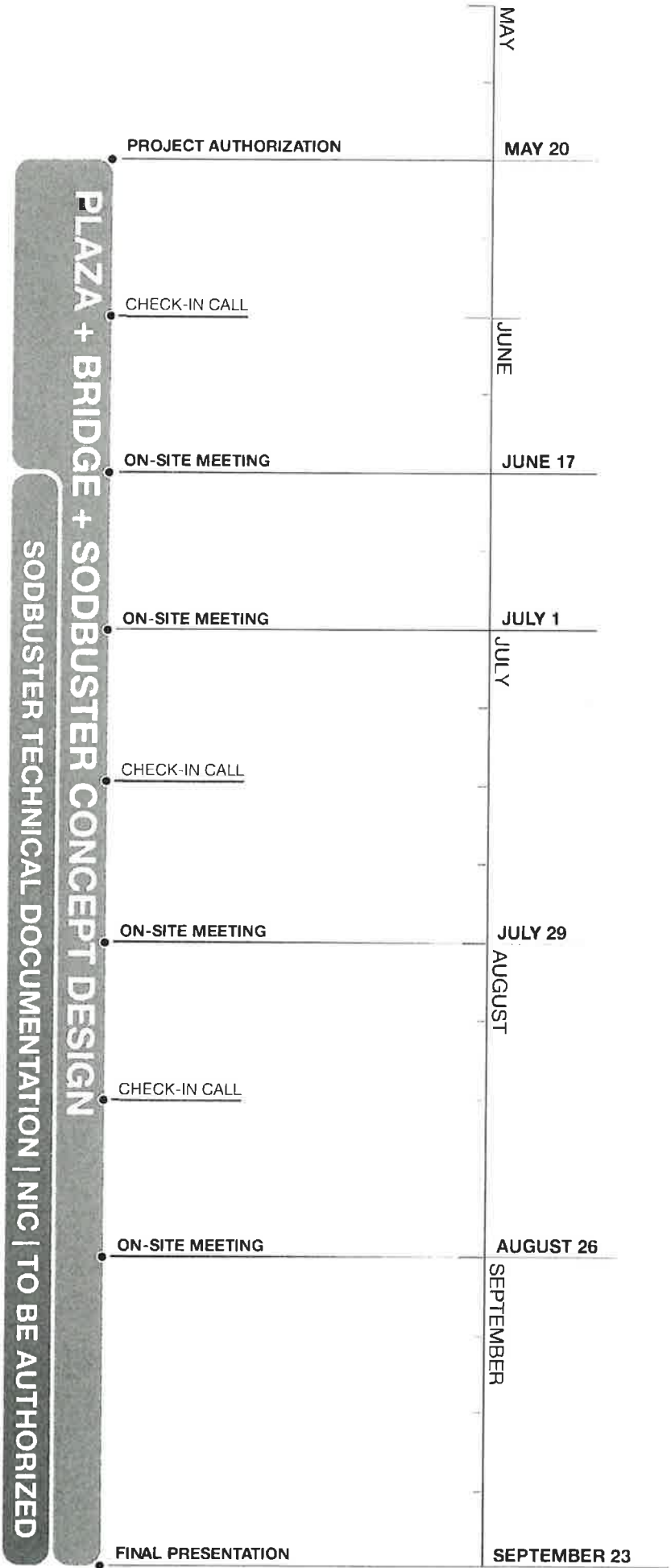


DIAGRAM 2 | PROJECT SCHEDULE



FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

12

May 8th, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Renewal of Agreement for Long-Term State Highway Closure in Fargo

Dear Commissioners:

Before you is a renewal of an already existing agreement allowing / authorizing the City of Fargo to close any state highway which is also considered a City of Fargo street.

The City Attorney's Office has reviewed the renewal document and have given their approval to move forward with it as written.

Recommended Motion:

Approve the Renewal Agreement For Long-Term State Highway Closure in Fargo between the City of Fargo and the NDDOT.

Please contact me if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Todd".

Chief David E. Todd

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

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

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

NON EMERGENCY
Phone: 701-235-4493



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

April 18, 2019

Deputy Chief Joe Anderson
Fargo Police Department
222 4th Street N.
Fargo, ND 58102

RENEWAL OF AGREEMENT FOR LONG-TERM STATE HIGHWAY CLOSURE IN FARGO

Enclosed is an agreement to renew the authorization for the city of Fargo to close any state highway which is also considered a city of Fargo street. The current agreement is set to expire June 1, 2019.

Due to the success of using this type of extended term agreement, we would like to increase the period the period of coverage to 5 years, so it will expire June 1, 2024. All other terms will remain the same as in the current agreement.

With your concurrence, we ask that you forward this to the appropriate city officials for execution. Please return the signed agreement to the NDDOT Fargo District, and we will have the NDDOT Director finalize the agreement. A fully executed copy of the agreement will be returned to the city.

If you have any questions, please let me know. My phone number is (701)239-8903. Thank you.

A handwritten signature in black ink, appearing to read "Bob Walton".

BOB WALTON – FARGO DISTRICT ENGINEER

68:RRW

**North Dakota Department of Transportation
AGREEMENT FOR LONG-TERM TEMPORARY HIGHWAY CLOSURE**

In consideration of the mutual covenants contained herein, it is hereby agreed by and between the North Dakota Department of Transportation (NDDOT), whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Fargo, whose address is 200 3rd St North, Fargo, ND 58102, as follows:

1. NDDOT hereby grants consent to the City to close any state highway within the City's jurisdiction. Each highway closure shall be reopened immediately after the conclusion of each event.
2. The City shall, within 48 hours of the anticipated closure, verbally notify and obtain the approval of the District Engineer.
3. The attached Risk Management Appendix is hereby incorporated and made a part of this agreement.
4. The City will obey and enforce all federal, state, and local laws.
5. The City shall set up a proper, adequate and safe closure and detour. The City shall be solely responsible for planning, constructing, maintaining, policing, and tearing down the closure and detour. All signing required for the closure and detour must meet the requirements of the Manual on Uniform Traffic Control Devices. The City agrees to inspect those portions of the highway to be used for activities associated with the highway closure.
6. The City acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the highway closure.
7. The City shall return the segment of highway to substantially the same condition it was in prior to the closure and detour.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The City, by the signature below of its authorized representative, hereby acknowledges that the City has read this agreement, understands it, and agrees to be bound by its terms and conditions.
9. The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written instrument signed by the parties.
10. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this agreement shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this agreement was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
11. This agreement may be terminated by the mutual consent of both parties, or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person. In addition, NDDOT reserves the right to terminate this agreement, with or without cause, upon written notice.



12. This contract shall be effective when signed by all parties and shall terminate on 06/01/2024.



Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:**Parties:** **State** – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

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

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

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

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

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

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

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

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

RM Consulted 2007
Revised 5-09



EXECUTED the date last below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

DAVID E. TODD
NAME (TYPE OR PRINT)

[Signature]
SIGNATURE

CHIEF OF POLICE
TITLE

05/06/11
DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor or President City Commission

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION:

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DISTRICT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1074 (Div. 70)
L.D. Approved 8-27-15



(13)

May 16, 2019

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW 19-01

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 15, 2019, for the Cell 19 & Partial Closure Construction Project SW19-01. A detailed bid tabulation sheet is attached for your review. Bid totals including bid alternatives are as follow:

COMPANY	BID AMOUNT		COMPANY	BID AMOUNT
Industrial Builders, Inc.	\$2,016,010.00		Dirt Dynamics, LLC	\$2,116,705.75
Excavating Inc.	\$2,049,398.45		Burski Excavating, Inc.	\$2,121,902.25

This office recommends award of the contract to Industrial Builders, Inc., in the amount of \$2,016,010.00 as the lowest and best bid. Funding for construction of Project SW 19-01 is provided for in the 2019 Solid Waste Division budget. Please note that the *Engineer's Estimate* (based on similar recent projects) for this project was \$2,180,000.00.

SUGGESTED MOTION:

Accept the bid from Industrial Builders, Inc., in the amount of \$2,016,010.00 for the Cell 19 & Partial Closure Construction Project SW19-01.

Respectfully Submitted,



Terry Ludlum
Solid Waste Utility Director

Attachment

cc: Bruce Grubb, City Administrator
Jill Pagel, Auditors Office
Paul Hanson, Landfill Foreman
Randy Hanson, Wenck Associates

CITY OF FARGO
DIVISION OF SOLID WASTE

Cell 19 Construction & Partial Closure Project
PROJECT SW 19-01

Bids Opened: 11:30 AM
Date: 5/15/2019

Engineers Estimate: \$2,180,000

Bid Item	Quantity	Contractor Industrial Builders, Inc.		Contractor Excavating Inc. - Fargo		Contractor Dirt Dynamics, LLC		Contractor Burski Excavating, Inc.	
		Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1 Mobilization and Demobilization	1	LS							
2 Field Engineering	1	LS	\$94,430.00	\$94,430.00	\$89,000.00	\$89,000.00	\$32,000.00	\$32,000.00	\$90,000.00
3 Site Preparation	1	LS	\$14,000.00	\$14,000.00	\$16,000.00	\$16,000.00	\$14,000.00	\$14,000.00	\$25,000.00
4 Excavating of Soils and Stockpiling Clay in Landfill East of 45th Street	87,500	CY	\$9,600.00	\$841,250.00	\$37,500.00	\$3,262,500.00	\$4,500.00	\$390,000.00	\$26,000.00
5 Excavating of Soils and Stockpiling Clay in Landfill West of 45th Street	90,100	CY	\$3,900.00	\$351,390.00	\$3,010.00	\$2,719,000.00	\$2,650.00	\$2,380,500.00	\$231,875.00
6 Excavation and Relocation of Waste	2,650	CY	\$5.00	\$13,250.00	\$4.50	\$11,925.00	\$2.74	\$7,265.00	\$396,440.00
7 Exposing of Existing Liner Tie-in	1,045	LF	\$8.00	\$8,360.00	\$4.40	\$4,598.00	\$5.00	\$5,225.00	\$13,250.00
8 Leachate Handling	1	LS	\$10,000.00	\$10,000.00	\$5,100.00	\$5,100.00	\$8,000.00	\$8,000.00	\$22,980.00
9 3-foot Clay Cover in Closure Area	25,300	SY	\$1.50	\$37,950.00	\$2.75	\$69,575.00	\$6.00	\$151,800.00	\$14,000.00
10 Topsoil Placement	25,300	SY	\$0.50	\$12,650.00	\$1.10	\$27,830.00	\$1.00	\$25,300.00	\$17,710.00
11 Controlled Fill	12,500	CY	\$4.00	\$50,000.00	\$10.05	\$125,625.00	\$4.00	\$50,000.00	\$50,000.00
12 Clay Subliner	47,735	SY	\$1.00	\$47,735.00	\$0.91	\$43,438.85	\$1.80	\$85,923.00	\$1.20
13 60 Mil HDPE Liner	47,735	SY	\$6.40	\$305,504.00	\$6.95	\$331,758.25	\$7.30	\$348,465.50	\$7.50
14 6-Inch HDPE SDR 11 Perforated Pipe	878	LF	\$87.00	\$76,386.00	\$83.00	\$72,874.00	\$49.00	\$43,022.00	\$104.00
15 6-Inch HDPE SDR 11 Solid Pipe	160	LF	\$25.00	\$4,000.00	\$31.70	\$5,072.00	\$27.00	\$4,320.00	\$20.00
16 18-Inch HDPE SDR 11 Solid Pipe	152	LF	\$100.00	\$15,200.00	\$115.00	\$17,480.00	\$77.00	\$11,704.00	\$131.00
17 12-Inch Granular Drainage Layer	47,735	SY	\$7.00	\$334,145.00	\$6.67	\$318,392.45	\$10.15	\$484,510.25	\$8.25
18 Riser Vault	1	EA	\$40,000.00	\$40,000.00	\$44,275.00	\$44,275.00	\$34,011.00	\$34,011.00	\$46,000.00
19 Leachate Pumping System	1	EA	\$47,000.00	\$47,000.00	\$42,100.00	\$42,100.00	\$50,089.00	\$50,089.00	\$35,750.00
20 48-Inch Leachate Manhole	1	EA	\$8,000.00	\$8,000.00	\$7,625.00	\$7,625.00	\$39,269.00	\$39,269.00	\$6,500.00
21 18-Inch PVC SDR 26 Sewer Pipe	410	LF	\$22.00	\$9,020.00	\$36.10	\$14,801.00	\$26.00	\$10,660.00	\$30.00
22 2-Inch HDPE Force Main SDR 11	52	LF	\$25.00	\$1,300.00	\$21.30	\$1,107.60	\$20.00	\$1,040.00	\$20.00
23 Erosion Control	1	LS	\$9,000.00	\$9,000.00	\$7,590.00	\$7,590.00	\$6,720.00	\$6,720.00	\$8,500.00
24 Drainage Swale	1,100	LF	\$8.00	\$8,800.00	\$4.62	\$5,082.00	\$15.00	\$16,500.00	\$14.00
25 12-Inch PVC SDR 35 Culvert (Includes flared ends and gate Valve)	135	LF	\$60.00	\$8,100.00	\$58.85	\$7,854.75	\$56.00	\$7,560.00	\$90.00
26 18-Inch SDR 35 Culvert (Includes flared ends and gate Valve)	200	LF	\$70.00	\$14,000.00	\$123.15	\$24,630.00	\$92.00	\$18,400.00	\$112.00
27 12-Inch RCP	95	LF	\$65.00	\$6,175.00	\$51.00	\$4,845.00	\$43.00	\$4,085.00	\$75.00
28 18-Inch RCP	95	LF	\$85.00	\$8,075.00	\$67.20	\$6,384.00	\$56.00	\$5,320.00	\$85.00
29 Concrete Outfall	6	SO	\$450.00	\$2,700.00	\$300.00	\$1,800.00	\$300.00	\$1,800.00	\$110.00
30 2-Inch Conduit Piping	150	LF	\$10.00	\$1,500.00	\$8.437.50	\$1,265.625.00	\$33.00	\$4,950.00	\$14.00
31 Turf Restoration	6.4	AC	\$1,400.00	\$8,960.00	\$1,595.00	\$10,208.00	\$1,520.00	\$9,728.00	\$1,300.00
32 Rip Rap	50	SY	\$50.00	\$2,500.00	\$74.40	\$3,720.00	\$35.00	\$1,750.00	\$28.00
33 Access Road Construction South of Cell 19	450	LF	\$48.00	\$21,600.00	\$26.95	\$12,127.50	\$62.00	\$27,900.00	\$54.00
Bid Alternates	Subtotal			\$2,011,690.00	\$2,051,092.70		\$2,111,305.75		\$2,174,617.25
34 Access Road Construction through Center of East Landfill (North of Cell 24, Cell 25)	715	LF	\$48.00	\$34,320.00	\$28.05	\$20,055.75	\$60.00	\$42,900.00	\$49.00
35 Price Deduct for Owner Supplied 12-Inch Granular Drainage Layer	15,000	SY	-\$2.00	-\$30,000.00	-\$1.45	-\$21,750.00	-\$2.50	-\$37,500.00	-\$5.85
BID TOTAL				\$2,016,010.00	\$2,049,398.45		\$2,116,705.75		\$2,121,902.25

(14)

May 22, 2019

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

Dear Commissioners:

The City of Fargo Transit Department was approached by United Way several months ago regarding the potential to add transit service to the Fargo Industrial Park. Staff met with Ahmed Schiil and Thomas Hill from Unite Way several times to discuss the cost and options of this service.

On March 28, 2019, Microsoft hosted a round table discussion with employers from the industrial park. Several employers, United Way, Mayor Mahoney and Commissioner Piepkorn were all in attendance to discuss the need for service in this area.

In order for transit to expand service into the industrial park additional money would need to be added to the transit budget.

1. 2019 Startup & Operating Costs = \$146,448 (See attached slides for cost breakdown)
2. 2020 Operating Costs = \$164,449 (See attached slides for cost breakdown)

Attached to this letter are several letters of support from employers.

At this time the Transit Department does not have a recommended motion and is only bring forward the estimated costs for the service.

Sincerely,



Matthew G. Peterson
Assistant Transit Director
City of Fargo

2019 Cost Breakdown

2,104 Revenue Hours @ \$24.96 / hour	=	\$52,515.84
15% Contingency	=	\$7,877
Vehicle Purchase	=	\$65,000
TapRide Software	=	\$3,800
Display Screens	=	\$4,000
Maintenance Costs (10 Miles per Rev Hour @ \$.60/mile)	=	\$13,255
Total Cost of Service & Start-up for 2019	=	\$146,448


 MTA

2020 Cost Breakdown

5,178 Revenue Hours @ \$25.46 / hour	=	\$131,827
TapRide Software	=	\$3,800
Maintenance Costs (10 Miles per Rev Hour @ \$.60/mile)	=	\$32,621
Total Cost of Service for 2020	=	\$164,449

- ▶ 2020 Costs includes an estimated 2% increase for driver services contract.
- ▶ Full amount would need to be added to transit budget

M
m-Link

DATE: May 1st, 2019

TO: Fargo City Commission

FROM: Vocational Rehabilitation and Employment Program Department of Veteran's Affairs

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Service Providers

DEPARTMENT OF VETERANS AFFAIRS
Vocational Rehabilitation & Employment
VA Regional Office, Room 105
2101 Elm St. North
Fargo, ND 58102-2498

Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

United Way convened MAT Bus officials and City of Fargo Commissioners to explore options to extend bus services to the Industrial Park, which has not been served with a public bus route since the 1990s. Since the time this bus route ended, our metro area has seen significantly growth in both population, business and workforce needs. The Industrial Park is home to many businesses which continue to contribute to the economic growth of our metro area.

Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for the clients we serve that are employed in the Industrial Park.

Proposed solution:

- TapRide bus service added to meet demands of employees
 - TapRide is an on-demand bus service, where riders will receive a curb-to-curb ride anywhere from a predetermined Transit Hub which will allow them to gain access to the main MATBUS System
 - Riders can be picked-up and dropped off anywhere in the Industrial Park
 - Bus operation times can be adjusted to meet demands

We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to our clients to maintain sustainable employment as well.

we ask you invest in this pilot effort to alleviate barriers to employment for many of our clients and support the workforce transportation pilot project

Respectfully,



Andrew Nathan

DATE: May 1st, 2019

TO: Fargo City Commission

FROM: Vocational Rehabilitation and Employment Program Department of Veteran's Affairs

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Service Providers

Employment Coordinator
Vocational Rehabilitation & Employment
701-451-4664
Andrew.nathan@va.gov

MARVIN

DATE: May 1st, 2019

TO: Fargo City Commission

FROM: Chris Barta, Senior Director Operations

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Industrial Park

Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park to reduce barriers individuals face to entering and remaining in our workforce.

United Way convened MAT Bus officials and City of Fargo Commissioners to explore options to extend bus services to the Industrial Park, which has not been served with a public bus route since the 1990s. Since the time this bus route ended, our metro area has seen significantly growth in both population, business and workforce needs. The Industrial Park is home to many businesses which continue to contribute to the economic growth of our metro area.

Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation to travel to work in this area. Therefore, we support this pilot effort to increase reliable transportation services for employees working in the Industrial Park.

Proposed solution:

- TapRide bus service added to meet demands of employees
 - TapRide is an on-demand bus service, where riders will receive a curb-to-curb ride anywhere from a predetermined Transit Hub which will allow them to gain access to the main MATBUS System
 - Riders can be picked-up and dropped off anywhere in the Industrial Park
 - Bus operation times can be adjusted to meet demands

We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce but is essential to employers as well.

As employers of over 19,588¹ individuals in the Industrial Park, we ask you invest in this pilot effort to alleviate barriers to employment for many of our employees and support the workforce transportation pilot project.

Respectfully,



<https://platform.remix.com/map/7c7b8d1d-neo-0250?lat=46.8572117&lon=-96.8572117>



northern pipe products inc

1302 39th street nw • fargo, north dakota 58102-2808
phone (701) 282-7655 fax (701) 282-2887

April 18, 2019

TO: Fargo City Commission

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Industrial Park

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

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Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for employees working in the Industrial Park.

Proposed solution:

- TapRide bus service added to meet demands of employees
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We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to employers as well.

As employers of over 19,588¹ individuals in the Industrial Park, we ask you invest in this pilot effort to alleviate barriers to employment for many of our employees and support the workforce transportation pilot project

Respectfully,

Ken Doggett
Director of HR
Northern Pipe Products
1302 39th Street NW
Fargo, ND 58102-3214



May 1, 2019

Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

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Proposed solution:

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We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to employers as well.

As employers of over 19,588¹ individuals in the Industrial Park, we ask you invest in this pilot effort to alleviate barriers to employment for many of our employees and support the workforce transportation pilot project

Respectfully,

A handwritten signature in black ink, appearing to read "Brad Keller", is written over a horizontal line.

Brad Keller, President/CEO
GPK Products, Inc.

DATE: May 1st, 2019

TO: Fargo City Commission

FROM: Division of Vocational Rehabilitation

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Service Providers

Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

United Way convened MAT Bus officials and City of Fargo Commissioners to explore options to extend bus services to the Industrial Park, which has not been served with a public bus route since the 1990s. Since the time this bus route ended, our metro area has seen significantly growth in both population, business and workforce needs. The Industrial Park is home to many businesses which continue to contribute to the economic growth of our metro area.

Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for the clients we serve that are employed in the Industrial Park.

Proposed solution:



- TapRide bus service added to meet demands of employees
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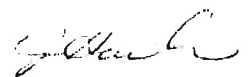
We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to our clients to maintain sustainable employment as well.

we ask you invest in this pilot effort to alleviate barriers to employment for many of our clients and support the workforce transportation pilot project

Respectfully,

 Jeff A. Rutz, MA, CRC
 Jayson
 Krista Allen

 Shauna Grewet, MSW, LCSW
 Rebecca Martin, MSE, CRC
CFMIL, CRC
Cassidy Howell, MS, CRC



May 5, 2019

To: Fargo City Commission

Re: Letter of Support for Workforce Transportation Pilot Project led by United Way

Dear Fargo City Commission:

Please accept this letter as Greater Fargo Moorhead Economic Development Corporation's (GFMEDC) support for the Workforce Transportation Pilot Project. United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), the Greater Fargo Moorhead Economic Development Corporation and additional non-profit partners to increase access to workforce transportation and reduce barriers to realize the full potential of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

A main economic target of GFMEDC is primary-sector companies – those who bring new wealth to our region from a larger regional, national and international customer base. One of the leading challenges for many of the employers in this market is workforce, being able to attract and retain talent can be difficult. As an organization, we understand the importance of collaborating with the private and public sectors to most effectively and efficiently make this the place that someone chooses to live, work and play.

Through our collaboration and partnership with the United Way on this initiative, we have learned there are many employees who rely on public transportation to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for employees working in the Industrial Park.

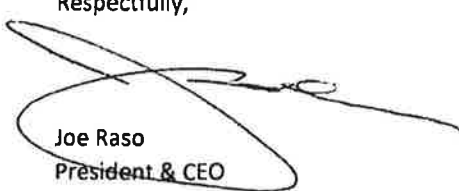
Proposed solution:

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- Riders can be picked-up and dropped off anywhere in the Industrial Park
- Bus operation times can be adjusted to meet demands

We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce but is essential to employers as well.

As stated earlier, our organization is very pleased to see United Way taking the lead on proposing this Workforce Transportation Pilot Project. GFMEDC has been a close partner of United Way on variety of workforce initiatives and it has been a great pleasure to collaborate to provide workforce solutions for the Fargo Moorhead region.

Respectfully,



Joe Raso
President & CEO



U.S. Department
of Veterans Affairs

Veterans Health Administration

2101 Elm Street North
Fargo, ND 58102

April 30, 2019

Dear Fargo City Commission,

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

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Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for the clients we serve that are employed in the Industrial Park.

Proposed solution:

- TapRide bus service added to meet demands of employees
 - TapRide is an on-demand bus service, where riders will receive a curb-to-curb ride anywhere from a predetermined Transit Hub which will allow them to gain access to the main MATBUS System
 - Riders can be picked-up and dropped off anywhere in the Industrial Park
 - Bus operation times can be adjusted to meet demands

We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to our clients to maintain sustainable employment as well. We ask you invest in this pilot effort to alleviate barriers to employment for many of our clients and support the workforce transportation pilot project

Respectfully,

Angela Heil, MA, CSP
Vocational Rehabilitation Specialist
Fargo VA Health Care System
701-239-3700 ext.9-4429



John Deere Electronic Solutions
1441 44th Street N
Fargo, ND 58102
Phone: 701-282-9364
Fax: 701-282-9365
E-mail: BossertBryanB@JohnDeere.com

Bryan Bossert
Manager Operations

May 6, 2019

Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

United Way convened MAT Bus officials and City of Fargo Commissioners to explore options to extend bus services to the Industrial Park, which has not been served with a public bus route since the 1990s. Since the time this bus route ended, our metro area has seen significantly growth in both population, business and workforce needs. The Industrial Park is home to many businesses which continue to contribute to the economic growth of our metro area.

Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for employees working in the Industrial Park.

Proposed solution:

- TapRide bus service added to meet demands of employees
 - TapRide is an on-demand bus service, where riders will receive a curb-to-curb ride anywhere from a predetermined Transit Hub which will allow them to gain access to the main MATBUS System
 - Riders can be picked-up and dropped off anywhere in the Industrial Park
 - Bus operation times can be adjusted to meet demands

We believe having accessible, reliable transportation added to the Industrial Park will not only be a benefit to the current workforce, but is essential to employers as well.

As employers of over 19,588¹ individuals in the Industrial Park, we ask you invest in this pilot effort to alleviate barriers to employment for many of our employees and support the workforce transportation pilot project.

Respectfully,

A handwritten signature in black ink, appearing to read "Bryan Bossert", with a stylized flourish at the end.

Bryan Bossert
Manager, Operations

¹ <https://platform.remix.com/map/fbf8d1/line/9dc0250?latlng=46.89204,-96.85221,13.5&dir=0>

May 9, 2019

Fargo City Commissioners
City of Fargo
225 4 Street North
Fargo, ND 58102

eliminating racism
empowering women

ywca

CASS CLAY

**Administrative Offices
& A Child's World**

3100 12th Avenue North
Fargo, ND 58102

P 701.232.2547

F 701.232.2590

Emergency Shelter

3000 South University Drive
Fargo, ND 58103

P 701.232.3449

F 701.232.9408

ywcacassclay.org



Dear Fargo City Commissioners,

Thank you for considering this letter as support for the workforce transportation pilot project led by United Way of Cass-Clay.

Clarice and her granddaughter resided with us in 2018 before moving into their apartment. While staying at YWCA, Clarice obtained employment in Industrial Fargo and absolutely loved her work on the assembly line. To get to work on time, she would take a cab to ground transportation center, to save one hour she would lose on the bus, ride the bus to the stop nearest her employer, and then walk over 30 minutes to get to work. While her employer praised her for her hard work ethic and positive attitude, she soon lost this job due to consistently being late to work.

Lack of reliable transportation is one of the most prominent barriers for women in our programming who are seeking to obtain employment. A large majority of women residing at YWCA Cass Clay rely on MATbus for their means of travel, limiting the shifts and locations they are able to work. Added transportation support to and from Industrial Fargo will help to alleviate this transportation barrier and offer a wider variety of job opportunities that pay a higher wage.

YWCA Cass Clay's Education and Employment Department exists to help women effectively break the cycles of poverty and homelessness. In 2018, those employed were earning an average wage of just \$11.09 per hour. Most job opportunities in Industrial Fargo offer a starting wage notably higher than this average.

Job seekers in our programming are resilient, hard workers with great potential to benefit the ongoing workforce needs of industrial Fargo. Your investment in this pilot effort is an investment in a woman's journey to sustainable, family-sustaining employment.

Sincerely,

Erin Prochnow
CEO, YWCA Cass Clay

DATE: May 1st, 2019

TO: Fargo City Commission

FROM: Cardinal IG

RE: Letter of Support for Workforce Transportation Pilot Project led by United Way | Industrial Park



Dear Fargo City Commission:

This is a letter of support for the workforce transportation pilot project led by United Way of Cass-Clay (United Way). United Way has taken the initiative to collaborate with City of Fargo officials, Metro Area Transit (MAT Bus), and local nonprofit community partners to explore opportunities to increase access and reduce barriers to meet the demands of the workforce in our community. Through this initiative, United Way has identified the need for reliable public transportation services and is proposing the City of Fargo pilots an on-demand bus service to the Industrial Park in order to reduce barriers individuals face to entering and remaining in our workforce.

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Through discussions and meetings led by United Way, we have learned there are many employees who rely on public transportation as a means to travel to work in this area. This is why we support this pilot effort to increase reliable transportation services for employees working in the Industrial Park.

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Respectfully,

Kelsey Kasten

Employee Services Administrator, SHRM – CP

¹ <https://platform.remix.com/maps/bfb8d111e9dc02507iadny=46.89204,-95.85221,13.5&dir=0>

15

May 22, 2019

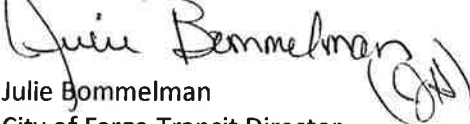
Board of City Commissioners
City Hall - 225 4th St N
Fargo, ND 58102

Dear Commissioners:

The Federal Transit Administration and State of North Dakota have implemented an updated procedure whereby the individuals within an organization utilizing the TrAMS and Blackcat grant management systems must now have an updated authorization form. The attached 'Authorizing Resolution' fulfills that requirement; the attached 'TEAM Designation' was the previous required authorization and is attached only as informational.

The requested motion is to approve the attached 'Authorizing Resolution'. Thank you.

Sincerely,


(JB)

Julie Bommelman
City of Fargo Transit Director
701-476-6737
jbommelman@cityoffargo.com

Authorizing Resolution

This resolution authorizes the filing of an application for a grant under 49 U.S.C. Sections 5310 and 5339, as amended by The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support capital assistance projects for non-urbanized area public transportation systems under Sections 5310 and 5339 of The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, as amended; and

WHEREAS, the North Dakota Department of Transportation has been designated by the Governor to administer Sections 5310 and 5339; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the local share of project costs;

THEREFORE, BE IT RESOLVED on behalf of the City of Fargo that Julie Bommelman is authorized to execute and file an application with the North Dakota Department of Transportation to aid the financing of capital assistance for projects pursuant to Sections 5310 and 5339 of The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, as amended;

That Julie Bommelman, is authorized to furnish such additional information as the North Dakota Department of Transportation may require in connection with the application of the project.

The undersigned duly qualified and acting Mayor of
the City of Fargo certifies that the
foregoing is a true and correct statement.

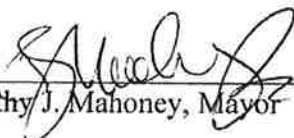
(Date)

(Signature of Officer)

Dr. Timothy J. Mahoney, Mayor, City of Fargo
(Title of Officer)

**Designation of Signature Authority
for Federal Transit Administration
Transportation Electronic Award and Management (TEAM) System
for the City of Fargo, North Dakota**

The City of Fargo hereby authorizes the Transit Administrator to be assigned and use a Personal Identification Numbers (PIN), for the execution of Annual Certifications and Assurances issued by the Federal Transit Administration (FTA), submission of all FTA grant applications, and the execution of all FTA grant awards, on behalf of the officials below, for the FTA's Transportation Electronic Award and Management System (TEAM).



Timothy J. Mahoney, Mayor

8/10/2015

Date



Bruce P. Grubb, Interim City Administrator

8/10/2015

Date



Erik R. Johnson, City Attorney

8/10/2015

Date

TEAM RECIPIENT User Access Request Form
Revised 4/2/2014

(16)

May 22, 2019

Board of City Commissioners
 City Hall - 225 4th St N
 Fargo, ND 58102

Commissioners:

The State of North Dakota has made \$10.7M available in grant funding for public transportation (transit). The grant opportunity is for capital discretionary 5339 CDFA No. 20.526 and 5310 CFDA No. 20.513 funds (for bus and bus facilities by the Federal Transit Administration (FTA) and administered by the NDDOT). The Transit Department is requesting funding a local share of \$466,859 (the federal share of the projects is \$1,867,437).

The grants would have a profound impact on our community's transit system and the transportation options we offer our residents and visitors. There is a critical need to get equipment purchases on a regular, rotating schedule. The Transit Development Plan identified the need to upgrade and rehab equipment, and the Federal Transit Administration has implemented a requirement to have and follow a Transit Asset Management Plan which outlines equipment maintenance and lifecycle requirements.

The NDDOT grant opportunities are competitively awarded throughout the State of North Dakota and are made available annually. The grant applications would allow for:

<u>Description</u>	<u>Qty</u>	<u>Local Share</u>	<u>Federal Share</u>	<u>Total Cost</u>
Replacement Fixed Rt Bus	1	\$ 105,000	\$ 420,000	\$ 525,000
Replacement Para Vehicle	3	\$ 54,000	\$ 216,000	\$ 270,000
Expansion Transit Cut-away	2	\$ 48,000	\$ 192,000	\$ 240,000
MTG Lighting Upgrade	1	\$ 13,400	\$ 53,600	\$ 67,000
Mobility Manager	1	\$ 20,220	\$ 80,880	\$ 101,100
Diesel Particulate Filter Clean	1	\$ 6,700	\$ 26,800	\$ 33,500
Misc. Support Equipment	1	\$ 19,539	\$ 78,157	\$ 97,696
Replace Farebox System	1	\$ 200,000	\$ 800,000	\$ 1,000,000
TOTAL		\$ 466,859	\$ 1,867,437	\$ 2,334,296

Details by project:

The one (1) replacement 35-foot fixed route vehicle is a 2007 New Flyer, which reached its useful 12 year life this year and is in the capital replacement plan. This project will be a joint Fargo Moorhead purchase – the amount being requested herein represents Fargo's share only.

The three (3) replacement paratransit vehicles are 2015 cut-aways, which reached their useful 5-year life this year and are in the capital replacement plan.

The purchase of two (2) cutaway size vehicles are for fixed route demand response/feeder to the main fixed route system. The zones/areas where the demand response service will be provided is around the

Fargo City Commission
Fargo Grant Applications
May 22, 2019
Page 2 of 2

NDSU campus and the Fargo Industrial Park. Both vehicles are more easily maneuvered and ADA accessible. The interactive software used for these services is TapRide, which has been used for the NDSU area service and has been very successful, allowing us to cover a larger area than the fixed route service previously operating – please note, this is currently only an evening service. The amount listed in the request includes each vehicle getting a camera system, a headsign, and a farebox.

An upgrade to the lighting in the shop/storage area of the Metro Transit Garage (MTG) is being requested. The facility was built in 2006 and the lighting is original to the build. There have been many advances/improvements in lighting features which would improve visibility and power saving features if implemented, especially in the pit area. The cost listed is Fargo's share.

The Mobility Manager position is eligible for grant funding at 80% federal share and 20% local share. The funding for this position is available through 5310 funds – the amount being requested is the benefit pay rate for FY2020.

A Diesel Exhaust Particulate Filter Cleaner is needed: there is ash created during a regeneration cycle and that buildup of ash needs to be removed from the filter or else the filter plugs and causes drivability issues. Currently we send them out if we need to or if they are too bad we have to replace them. Replacement cost is quite expensive (approximately \$8,000 each). This machine would allow us to perform regular maintenance on the DPF and lower the number of times we have to replace a filter.

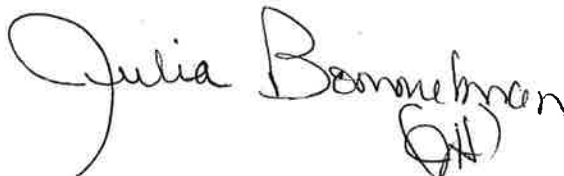
Various smaller transit support equipment – interactive informational kiosks to be placed at the GTC, NDSU and West Acres to start; tool room storage system; mobile large; computer hardware and software.

Replacement of the farebox system in conjunction with Moorhead replacing their fareboxes. The existing system was purchased over ten years ago and has reached its useful life. Moorhead is seeking authorization for a sole source purchase as a new Genfare system can be integrated to a degree with our existing Genfare system. In addition, a new farebox system would vastly improve the capabilities of the fareboxes – the newer system is capable of scanning mobile tickets which will itself provide more data, diminish the use of cash onboard the bus, and allow passengers to reload their mobile passes online; there would be wireless download of data, upgraded features for smartcard passes, and newer system software (the current software exceeds 20 years). The amount listed in the request is Fargo's portion only.

The proposed grant applications were approved by the Technical Transportation Committee (TTC) on May 9, 2019 and the MAT Coordinating Board on May 15, 2019. The applications are due May 23, 2019.

The requested motion is to approve the grant applications as outlined above, the local share, and, upon successful receipt of funds, approve the grant execution. Thank you.

Julie Bommelman
City of Fargo Transit Director
701.476.6737

A handwritten signature in black ink that reads "Julie Bommelman". Below the signature, there is a small, stylized mark that appears to be "GB".

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Type: Developer Agreement & Restrictive Covenants

Location: Maplewood Estates

Date of Hearing: 10/15/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/20/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding the Maplewood Estates Development. The Developer has been working with the City to enter into a Developer Agreement to allow the City to access the water.

Staff is recommending the Committee review and approve the Developer Agreement and Restrictive Covenants.

On a motion by Nicole Crutchfield, seconded by Bruce Grubb, the Committee voted to recommend approval of the Developer and Restrictive Covenants for Maplewood Estates Development upon planning review.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement and Restrictive Covenants.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


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

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Civil Engineer
Date: October 9, 2018
CC: Jim Bullis
Re: Developer Agreement and Restrictive Covenants for Maplewood Estates Development

Background:

As part of the Maplewood Estates Development, the Developer has been working with the City to enter into a Developer Agreement to allow the City to access the water. Attached you will find the Developer Agreement and Restrictive Covenants for your review.

I would ask that the Committee review and approve the agreement and covenants and move forward to Commission for final approval.

Recommended Motion:

Approve the Developer Agreement and Restrictive Covenants for Maplewood Estates Development.

Attachment
KLS/klo

Maplewood Estates Development and Access Agreement

This Agreement, made and entered into between Maplewood Estates, LLC, a North Dakota Limited Liability Company (“Developer”), Maplewood Estates Homeowners Association, Inc., a North Dakota Corporation (“Association”) and the City of Fargo, a North Dakota municipal corporation, (“City”) for the purpose of cooperative development of infrastructure, including installation of Infrastructure Improvements for Maplewood Estates (the “Project”) located on the real property more fully described in Exhibit “A”.

1. Developer holds all right, title and interest in the Development Property.
2. Developer intends to privately fund installation of certain Infrastructure Improvements, namely streets, underground utilities for Sanitary Sewer, and Water main (“Infrastructure Improvements”).
3. Developer will install the Infrastructure Improvements as described below. The Infrastructure Improvements will remain private at all times.
4. Developer and Association hereby give City, its officers, employees, agents, representatives and contractors, license and right of entry and access upon, over, across and through those portions of the Development Property designated as Common Area, including any roadway, and including all curb stops, for the purposes stated herein, at all times.
5. Developer and City agree and understand that this condominium project is a unified development and is permitted as one legal lot (Lot 1, Block 2, Maplewood Estates Addition) for compliance with the dimensional standards and all other aspects of the City of Fargo’s Land Development Code. By definition, a unified development is one lot for purposes of the Land Development Code and zoning compliance. The entire condominium is one project and reviewed in totality.
6. Developer will directly contract for engineering and construction services for the Infrastructure Improvements, and will make direct payment for the services. Developer’s contractor(s) and engineer (s) must be licensed under the laws of the State of North Dakota.
7. City shall have no obligation, liability, or responsibility for any payment arising from Developer’s work under this Agreement.

8. Testing (Water Only).
 - a. Certification: Testing performed by the Developer or a testing company for the Developer shall be done under the supervision of a Registered Professional Engineer and certified by the same. Testing shall be done in accordance with appropriate ASTM; AASHTO or other recognized Standards.
 - b. Developer shall be responsible for certification of the water quality testing, including bacteria testing, to City standards and specifications, and shall secure verification of compliance from the City Water Department in advance of occupancy of any of the Development Property.
9. Developer expressly agrees to release, hold harmless, defend, and indemnify City its officers, employees, agents, representatives, and contractors from any and all liability, losses, damages, claims, demands, actions, judgments, and executions in any way arising out of or regarding the Project. Developer's duties to release, hold harmless, defend, and indemnify City, its officers, employees, agents, representatives, and contractors as described above include, but are not limited to, any and all claims, damages, actions, causes of action, claims for relief for damages (compensatory, exemplary, or otherwise), costs, loss of services, expenses, or compensation for or on account of any damage, loss, or injury directly to the Developer, or Developer's officers, agents, representatives, employees, or contractors and/or to claims, demands, actions, causes of action, or claims for relief for contribution and/or indemnity for injury alleged to the person or property of any other person or party, whether natural or not, other than the Developer. Developer agrees to reimburse City, its officers, employees, agents, representatives, and contractors for any costs or expenses, including reasonable attorneys' fees, expended or incurred in response to or in defense of any claim, demand, action, cause of action, or claim for relief made or asserted by any person or party, natural or not, for any alleged action or omission of City, its officers, employees, agents, representatives, and contractors, or in any way arising out of or regarding the Project, and including any costs, expenses, and attorneys' fees incurred in establishing the indemnification provided in this Agreement. The defense and indemnification provisions of this agreement do not apply to claims based upon the negligence of the City, its employees, contractors, subcontractors or agents.

Developer and Association shall be responsible for repair and/or replacement of the Infrastructure Improvements. If the private road shall become impassable and in disrepair, at City's sole discretion City may give Developer and/or Association notice of the discontinuance of services. City shall have no obligation to repair or

replace any of the Infrastructure Improvements, and shall have no liability for the condition of the same or any damages asserted as a result thereof.

Association agrees to indemnify, release and hold harmless City for any and all claims for damages arising from the condition of the private road, except for claims of negligence of the City, its employees, contractors, subcontractors or agents.

10. Developer will not transfer or assign this Agreement or any of the Developer's rights or obligations under this Agreement without the express written consent of City, including upon any sale of the Development Property or any portion of the Development Property.
11. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
12. No Forbearance. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
13. Survival of Agreement. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
14. Time is of the Essence. Time is of the essence of all of the Developer's obligations under this Agreement.
15. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
16. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement. If Developer chooses to plat the Development Property, this Agreement shall be amended accordingly.

Maplewood Estates, LLC, a North Dakota Limited
Liability Company

Dated: 5/13/19

By: [Signature]
Its: President

STATE OF NORTH DAKOTA

)

) ss.

COUNTY OF CASS

)

On this 13 day of May, 2019, before me, a notary public in and for said
county and state, personally appeared Jim Bullis, president of
Maplewood Estates, LLC, to me known to be the person described in and that executed the
within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

Brandi Elliott
Notary Public
Cass County, ND
My Commission expires:



Maplewood Estates Homeowners Association, Inc.

Dated: 5/13/19

By: [Signature]
Its: President

STATE OF NORTH DAKOTA

)

) ss.

COUNTY OF CASS

)

On this 13 day of May, 2019, before me, a notary public in and for said county and state, personally appeared Jim Bullis, president of Maplewood Estates Homeowners Association, Inc., to me known to be the person described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

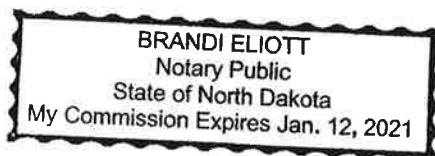
(SEAL)

[Signature]

Notary Public

Cass County, ND

My Commission expires:



City of Fargo, a North Dakota
Municipal Corporation

Dated: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

EXHIBIT A

All of Lot 1, Block 2, Maplewood Estates Addition to the City of Fargo, Cass County, North Dakota.

MEMORANDUM OF AGREEMENT
REGARDING DEVELOPMENT AND ACCESS AGREEMENT

THIS IS A MEMORANDUM OF AN AGREEMENT, made and entered into the _____ day of _____, 2019, by and between Maplewood Estates, LLC (“Developer”), Maplewood Estates Homeowners Association, Inc., (“Association”), and the City of Fargo, North Dakota, a municipal corporation (“City”).

1. The parties have entered into an Agreement Regarding Maplewood Estates Development dated as of the ____ day of _____, 2019, (hereinafter referred to as the “Agreement”) concerning certain property situated in the City of Fargo, Cass County, North Dakota, more fully described in Exhibit “A” attached hereto (“Development Property”).
2. As a part of said Agreement, Developer will design and construct Infrastructure Improvements in the Development Property. City shall have no responsibility for the construction or maintenance of the Infrastructure Improvements.
3. Further Developer and Association agree to permit Fargo continuous access for purposes of providing government services, including but not limited to the water service curb stops for each Association member within the Development Property.
4. This Memorandum Agreement incorporates by reference all the other terms and provisions of the Agreement above-described, a copy of said Agreement being on file at the office of the City Auditor, Fargo City Hall, 225 North 4th Street, Fargo, North Dakota.
5. The property that is the subject of the Agreement is the Development Property, above-described.

6. As provided in said Agreement, all provisions of said Agreement shall be deemed binding upon the successors and assigns of the parties hereto, including any Purchaser of any of the Development Property, in accordance with the terms thereof. Developer agrees to apprise any buyers or intended assigns of the existence and content of the Agreement.

IN WITNESS WHEREOF, the parties have hereunto executed this Memorandum of Agreement the day and year first above written.

(Signatures on following pages)

Maplewood Estates, LLC, a North Dakota Limited
Liability Company

Dated: 5/13/19

By: [Signature]
Its: President

STATE OF NORTH DAKOTA

)

) ss.

COUNTY OF CASS

)

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county and state, personally appeared Jim Bullis, president of
Maplewood Estates, LLC, to me known to be the person described in and that executed the
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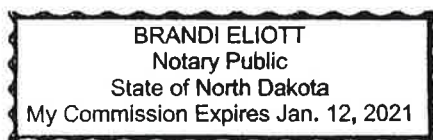
(SEAL)

B. C. Elliott

Notary Public

Cass County, ND

My Commission expires:



Maplewood Estates Homeowners Association, Inc.

Dated: 5/13/19

By: [Signature]
Its: President

STATE OF NORTH DAKOTA

)

) ss.

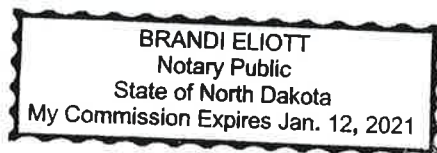
COUNTY OF CASS

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(SEAL)

[Signature]
Notary Public
Cass County, ND
My Commission expires:



City of Fargo, a North Dakota
Municipal Corporation

Dated: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(reserved for recording data)

**THE MAPLEWOOD ESTATES
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EASEMENTS, LIENS AND CHARGES**

THIS DECLARATION, is made May 13, 2019, by Maplewood Estates, LLC., hereinafter referred to as "Developer", who desires to provide for the preservation of the values and amenities of the property described in Article II of this Declaration, hereinafter called the "Property". To this end the Property is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Declaration, each and all of which is and are for the benefit of the Property and each Owner. These covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the properties herein described or any part thereof, and shall inure to the benefit of each Owner thereof.

NOW, THEREFORE, Developer declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, reservations, easements, liens and charges (sometimes referred to as "covenants and restrictions") set forth in this Declaration.

ARTICLE I.

DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit), shall have the following meanings:

1. "Association" shall mean The Maplewood Estates Homeowners Association, Inc., its successors and assigns.

2. "Board" shall mean the Board of Directors of the Association.

3. "Building Plot" shall mean and consist of one or more Lots or one Lot and a portion or portions of adjacent Lots which have the same Owner.

4. Common Area Lots shall mean and include all HOA Owned Lots and any landscaping, drives, mail box clusters, improvements, fences, and any other items located on the Common Area Lots or other areas of Property owned by or to be maintained by the Association pursuant to this Declaration.

5. "Declaration" shall mean the covenants, conditions, restrictions, reservations, easements, liens and charges set forth in this Agreement, as may from time to time be amended.

6. "Developer" shall mean and refer to Maplewood Estates, LLC, its successors and assigns, if any successors or assigns shall acquire a majority of the undeveloped Lots for the purpose of development.

7. "Family" shall mean one or more persons living in a residential building as a single housekeeping unit and shall exclude a group or groups of persons where three (3) or more persons thereof are not related by blood, adoption, or marriage.

8. "Lot" shall mean and refer to any plot of land, including any auditor's lot, shown upon any recorded Plat of the Property. If a Lot as shown on the Plat or a portion thereof is added to an adjacent Lot, then the same shall be considered as one Lot for purposes of this Declaration.

9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

10. "Property" shall mean that real property described more specifically in Article II of this Declaration.

11. "Review Committee" shall mean the Maplewood Estates Architectural Review Committee established pursuant to Article III.

12. "Unit" shall mean an enclosed space designated for residential habitation located on a Lot.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION

The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is described as follows:

Lot 1 Block 2 Maplewood Estates Addition to the City of Fargo

all of which real property shall hereinafter be called the "Property".

ARTICLE III.

ARCHITECTURAL CONTROL

1. The Maplewood Estates Architectural Review Committee. There is hereby established The Maplewood Estates Architectural Review Committee ("Review Committee") for the Property which shall be comprised of only the Developer's designated agent, EagleRidge Development, LLC, 4650 38th Ave South, Suite 110, Fargo, ND 58104, until the earlier of the date that residences have been constructed and completed on all lots within the Property, or until the time that the Developer decides to divest itself of responsibility for architectural control. When such control is relinquished, the responsibility shall be vested in a committee comprised of three Owners, who shall be appointed by the Board. The appointed committee shall, at that time, adopt a meeting schedule and rules of operation. It shall be conclusively presumed that there has been no complete construction upon all properties or that the Developer has not divested itself of responsibility for Architectural Control unless there is a sworn affidavit of record stating that one or the other of said factual circumstances exists. Whenever there is a reference in these documents to "Review Committee," such reference shall include either the Developer or the appointed committee.

2. Procedure for Submission of Plans and Specifications. A complete copy of the site plan, the architectural plans (including exterior elevations) (the "Plans") shall be submitted to the Review Committee at Teresa@Bullislaw.com. Approval or disapproval of those plans will be made in writing within ten (10) days after the receipt of those plans. Approval shall not be arbitrarily withheld or delayed, it being the intention of the Review Committee to grant or withhold approval for the purpose of establishing a quality, restricted residential development of like structures of similar design and workmanship, free from objectionable or value-destroying features and in conformity with the City of Fargo zoning codes, building codes and other applicable regulations then in force.

3. Architectural Control. No building, fence, wall, landscaping feature, pool, play structure, driveway, sidewalk or any other structure shall be commenced, erected or maintained on the Lots, nor shall any exterior addition to or change or alteration thereto be made to any buildings on the Lots until the Plans for the same have been submitted

to and approved in writing by the Review Committee or its appointed architect from time to time.

ARTICLE IV.

RESTRICTIONS

The Property shall be subject to the following restrictions:

1. Land Use and Building Type. All Lots zoned residential shall be used for residential purposes only. No improvements or structures whatsoever, other than Developer or Review Committee approved dwellings, outbuildings, pools, garages and fences (subject to limitations hereinafter set forth) may be erected, placed or maintained on any Lot on the Property.

2. Building Location. No building shall be erected on any Lot unless side Lot clearances and front line set backs are in compliance with the City of Fargo zoning ordinances for residential zoning districts unless variances are approved by Review Committee and the City of Fargo.

3. Fencing. All fencing provided by the builder or owner, or anyone other than the Review Committee shall require the approval of the Review Committee prior to installation. All fencing must be made of maintenance free material, no chain link or wood fencing will be permitted. No fence shall be constructed to extend beyond the front of the primary structure facing the front of the Lot (that side of the lot facing a street) except on corner lots as approved by the Developer. No such fence shall exceed six feet in height. Aluminum ornamental style fencing is suggested. Any Development fencing located within the fencing easement on a Lot shall be maintained by the Developer. However, the cost of maintenance and repair of the Development fencing will be the responsibility of the lot owner.

4. Landscaping. The front and side of each Lot shall be sodded or seeded prior to the end of the first summer construction season that the Unit is completed. If a Unit is completed in the winter, it shall be sodded or seeded prior to the end of the following summer. If a Unit is completed in the same year, the rear Lot shall be seeded or sodded within one year of occupancy of the completed Unit.

5. Diseases and Insects. No Owner shall permit any condition to exist upon any Lot which shall induce, breed, or harbor infectious plant diseases or noxious insects.

6. Antennas. To the extent permitted by applicable law, the installation of antennas, satellite dishes or other devices for the transmission or reception of television or radio signals or any other form or electromagnetic radiation shall be subject to the prior written approval of the Review Committee. Therefore, no antenna, satellite or microwave dish or other device for transmission or reception of television or radio signals shall be constructed, installed, erected, used or maintained on any Lot without

the prior written approval of the Review Committee unless applicable law prohibits the Review Committee from requiring such approval. Any such antennas must be still installed in accordance with the guidelines set forth by the Review Committee.

7. Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot except in covered containers of a type, size and style which are approved by the Review Committee and the City of Fargo. In no event shall such containers be maintained so as to be Visible from neighboring Property except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, or garbage shall be removed from Lots and shall not be allowed to accumulate thereon. No outdoor incinerators shall be kept or maintained on any Lot. All garbage or trash shall be collected by a garbage or trash collection service as designated by the Developer or the Review Committee.

8. Basketball Goals and Backboards. No basketball goal or backboard shall be attached to a Residential Unit or other building. Basketball goals and backboards attached to a freestanding pole are permitted on a Lot and may be installed and maintained at the expense of the lot owner.

9. Animals. Other than household pets kept for non-commercial uses, no animals, livestock, poultry or insects of any kind shall be raised, bred or maintained on any of the Lots. Pets will be restricted to owners Lot, must not be a nuisance and will not be allowed to stray to adjacent property.

10. Mailboxes. No non-conforming mailboxes shall be allowed on any Lot. Location of mailboxes will be consistent with the overall development plan and subject to approval by the Review Committee. No delivery boxes other than mailboxes for U.S. Mail will be permitted without the specific approval of the Review Committee. Snow removal and maintenance of the mailboxes shall be the responsibility of the homeowners.

11. Clotheslines. Clotheslines are not permitted.

12. Vehicle Parking Storage. No commercial vehicles, boats, motor homes, travel trailers, or construction equipment shall be permitted on any Lot in the subdivision. Motor homes, travel trailers and like vehicles shall be temporarily permitted on the Lots for the purpose of loading and unloading such vehicles or for temporary visits by visitors to the Lots. Motor homes, travel trailers and like vehicles may be stored on the Lots only if they are stored behind the front house line and are adequately screened from public view with prior approval of Review Committee. All motor vehicles kept on or about a property shall be currently licensed and shall be maintained in an operable condition at all times, temporary mechanical difficulties and breakdowns excepted.

13. Signs. No billboards or advertising signs of any kind or character shall be erected, placed, permitted or maintained on any Lot except as herein expressly permitted. A name and address sign used solely for the purpose of identification of the

dwelling house occupants may be placed on the property by its occupants provided the sign is no more than two feet square maximum and the design of the sign is approved by the Review Committee prior to installation. The provisions of the paragraph may be waived by the Review Committee only when in its discretion the same is necessary to promote the sale of the property in the area of promotion of the premises. The Review Committee may erect, place and maintain such sign structure or structures as it deems necessary for the operation or identification of the subdivision.

14. Nuisance. No noxious or offensive trade or activity shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Such restrictions shall include, but not be limited to using the Lot as a dumping ground for rubbish, garbage, trash, or other waste materials, the placing thereon of unsightly piles of dirt, lumber or other material except during construction, and then only during the course of construction. Such restrictions shall also include allowing noxious weeds to occur on the Lot either during or after the period of construction of the home.

15. Dirt Removal. No topsoil or excavation material may be removed from the Development property. When there is an excess of soil or excavation material as a result of basement excavation or Lot grading, permission to remove that material must be obtained from the Developer or Review Committee. Otherwise, the Review Committee will direct as to where the excess excavation, or soil, if any, is to be disposed of.

16. Appearance During Construction. All Lots are to be kept clean during construction. All garbage is to be stored out of sight. No garbage/trash burning will be permitted. All Lots shall comply with the storm water management practices in use in the City of Fargo during the time of construction.

17. Propane Tanks. No combustible liquid or gas tanks, exposed to view from the public street, shall be allowed on the Lots.

18. Temporary Residence. No trailer, basement, tent shack, garage, barn or other outbuilding erected on the tract shall be used as a residence, nor shall any residence of a temporary character be permitted.

19. Easements. The easements for the installation and maintenance of utility and drainage facilities are shown on the recorded plat of the Property. Within the area of the easements no structures, plantings, fencing or other materials shall be placed, erected, or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change or alter the direction of flow of drainage channels or swales in the easements or which obstruct or retard the flow of water through drainage channels or swales in the easements. The easement areas of each Lot and all improvements on it shall be maintained continuously by the Owner except for the improvements for which the public authority or utility company is responsible. All claims for damages, if any, arising out of the construction, maintenance and repair of the utility or drainage facility or on account of temporary or other inconvenience caused

thereby against the Developer, the utility or the public authority or any of its agents or servants are waived by the Owners.

20. Power and Telephone Lines. For all the Lots, temporary overhead, distribution and service lines are permitted until permanent underground facilities are installed. Otherwise overhead lines shall be prohibited except during emergencies and repairs.

21. Mining. No derrick or other structure designed for use in exploring for oil or natural gas shall be erected, placed, or permitted upon any part of the Lots nor shall any oil, natural gas, petroleum, asphalt, or hydrocarbon products or minerals of any kind be produced or extracted anywhere in the Lots. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted on any Lot or any part of the properties nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on part of the Lots.

22. Basements. No basement shall be constructed for temporary residential purposes and no basement structure shall be used for residential purposes unless and until the entire primary structure has been erected and complies with the building code of the City of Fargo, nor shall any trailer, tent, shack, garage, barn or other outbuilding erected on any lot at any time be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence.

23. Mortgages. The breach of any of the foregoing covenants, conditions, reservations or restrictions shall not defeat or render invalid any lien, mortgage or deed of trust made in good faith for value as to any Lot or Lots or portion of Lots in the Development; but this Declaration shall be binding upon, and effective against any mortgagee, trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee sale or otherwise.

24. Leasing. No Unit shall be rented for transient or hotel purposes or, in any event, for an initial period of less than six (6) months. No portion less than all of any Unit shall be leased for any period. No Owner shall lease a Unit other than on a written form of lease requiring the lessee to comply with this Declaration and all other governing documents of the Association. The written form of lease shall further provide that failure to comply constitutes default under the lease. The Board may provide a suggested standard lease form for use by Owners. Each Owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a confirmed copy thereof to the Board. The foregoing provisions of this paragraph, except the restriction against use for hotel or transient purposes, shall not apply to the Developer, or to a Mortgagee in possession of a Unit as a result of foreclosure, proceeding in lieu of foreclosure, or other judicial sale.

ARTICLE V.

THE MAPLEWOOD ESTATES HOMEOWNERS ASSOCIATION

1. Membership in Association. Upon the completion of all residences in the Property, or in the sole discretion of Developer, governing control of these covenants and restrictions shall be transferred to the Board of the Association. Every Owner of any Lot which is subject by covenants of record to assessment by the Association shall be a mandatory member of the Association. There shall be one vote per Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All members of the Association shall be governed and controlled by the Articles of Incorporation and by the Bylaws thereof.

2. Creation of a Lien and Personal Obligation and Assessments. The Developer hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not so expressed in such deed, is deemed to covenant and agree to pay the Association annual general assessments or charges, and special assessments for capital improvements. All assessments shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment shall also be the personal obligation of the Owner of such property at the time when the assessment fell due.

3. Method of Assessment. By vote of a majority of the members, the Association shall fix their annual assessment upon the basis provided herein, provided, however, that the annual assessment shall be sufficient to meet the obligations imposed by this Declaration. The Association shall set the date(s) such assessments shall become due. The Association may provide for collection of assessments annually or in monthly, quarterly, or semi-annual installments, provided, however, that upon default of the payment of any one or more installments, the entire balance of said assessment may be accelerated, at the option of the Association, to be declared due and payable in full.

4. General Assessment. The general assessment levied by the Association shall be used exclusively to promote the improvement, maintenance and operation of the roads, underground municipal utilities, signage, mailboxes, common areas, parks, perimeter landscape and entrance to The Development, and for those purposed set forth in paragraph 8 below. Each Lot, whether improved or unimproved, shall be assessed at a uniform rate with the assessment commencing on a date and for an amount determined necessary by the Association.

5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable for that year and for not more than the next four succeeding years for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements located within the development including the roads, paving of roads, underground municipal utilities, common areas, parks, entrance and the landscaped area or area of the

entrance, street lighting, banners, or other decorations to enhance the aesthetic value of the subdivision, sidewalks, or any other improvement, including fixtures and personal property related thereto, providing that any such assessment shall require the approval of a two-thirds (2/3) majority of the owners who are voting in person or by proxy at a special meeting duly called for that purpose. So long as the Developer owns any Lot any special assessment must also be approved in writing by the Developer. Any special assessment shall be levied in equal amount for each Lot. Any funds collected pursuant to this paragraph shall be held and maintained in a separate fund (the "Capital Fund") for the purposes described herein.

6. Surplus Funds. The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

7. General Taxes and City of Fargo Special Assessments. Real property taxes, general assessments and special assessments payable to the Cass County Treasurer on each Unit do not form part of the Association assessments set forth in this Declaration. Each individual Owner of a Unit is responsible for his or her own real property taxes and assessments. The assessments referenced in paragraph 8 below shall be the responsibility of the Association, and will be shared equally by the Owners of Units in the Development as set forth in that Section.

8. Taxes and Special Assessments Automatically Allocated. Notwithstanding any other terms contained in any Declaration of Covenants, Conditions, Restrictions, Reservations, Easements, Liens and Charges, Lot Owners and The Association hereby grant and convey to the city of Fargo, a North Dakota municipal corporation, the following:

- A. Ad Valorem Property Taxes. The *ad valorem* property taxes ("Taxes") levied upon the Common Area Lots shall be automatically allocated to, and shall be deemed to be automatically assessed to the Maplewood Estates Non-Common-Area Lots. Said Taxes shall be allocated on an equal basis to the Maplewood Estates Non-Common-Area Lots.
- B. Special Assessments. The special assessments that have been levied by one or more governmental entities against the Common Area Lots shall be automatically allocated to, and shall be deemed to be automatically assessed to, the Maplewood Estates Non-Common-Area Lots in the same manner as in the preceding subparagraph.

- C. The term automatically allocated and automatically assessed means that regardless of whether The Association actually completes the process of identifying such *ad valorem* taxes or certifications of special assessments and allocating or assessing them to parcels within the Property, for purposes of this instrument, said taxes and special assessments shall be deemed to have been allocated and assessed to the parcels—the Maplewood Estates Non-Common-Area Lots.
- D. The Developer, Owners and Association hereby subrogate to the city of Fargo any and all powers provided by any covenants, conditions and restrictions that have been, or will be, granted to the Association to assess against the Lots other than the Common Area Lots, including without limitation *ad valorem* taxes, installments of special assessments or costs of abatement of nuisance.
- E. The above subrogation provision is for the benefit of the city of Fargo only, and nothing shall be interpreted to require the city of Fargo to be responsible for any of the obligations of ownership of the Common Area Lots. The city of Fargo has no obligation regarding ownership, upkeep, maintenance or the payment of any taxes or special assessments for such lots.
- F. The Lot Owners, Developer and Association agree that none of the foregoing powers or rights granted to the city of Fargo may be modified, canceled or terminated without approval of the board of city commissions of the city of Fargo, and any amendment to this Declaration that abrogates any right granted therein to the city of Fargo without such approval shall be void and of no force or effect.

9. Enforcement of Lien and Covenants.

A. All delinquent assessments, together with interest thereon (at an interest rate equal to that rate charged by Cass County for delinquent taxes), and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest thereon, attorney's fees and costs of collection thereof, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

B. If the Association elects to claim a lien for non-payment of assessments, it shall at any time within thirty (30) days after the occurrence of default make a demand for payment to the defaulting owner. Said demand shall state the date and amount of delinquency. If such delinquency is not paid within ten (10) days after delivery of such notice, the Association may elect to file a claim of lien against the Lot of such delinquent owner. Such claim of lien shall state:

- i. The name of the delinquent owner.
- ii. The legal description of the Lot against which the claim of lien is made.
- iii. The amount claimed to be due and owing.
- iv. That the claim of lien is made by the Association pursuant to the terms of this Declaration.
- v. That the lien claimed against the Lot is in an amount equal to the amount of the stated delinquency.
- vi. Due demand has been made upon the defaulting or the delinquent owner pursuant to this Declaration and that said amount was not paid within the ten (10) days after such demand.

Upon recordation of a duly executed and acknowledged original of such claim of lien by the Cass County Recorder, the lien claimed therein shall immediately attach to the real property and become effective subject to the limitations hereinafter set forth. Each default shall constitute a separate basis for a claim of lien or a lien but a number of defaults may be included within a single claim of lien. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of real estate mortgages pursuant to the statutes of the State of North Dakota.

The lien of the assessments provided for above shall be subordinate to the lien of any first mortgage, first purchase money security deed, or security deed representing a first lien on said property and including the improvement note and mortgage of the Developer. Sale or transfer of any Lot pursuant to foreclosure shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Lots from liability for any assessments thereafter becoming due or form the lien thereof.

C. In addition to lien rights, the Developer or Association, as the case may be, shall have the authority to levy fines upon any homeowner who remains in default of these covenants after written notice of default. The amount of such fines shall be adjusted on a periodic basis by the Developer or Association, but the minimum amount per violation shall be set at \$50.00. Any fine not paid shall be a charge on the land and a continuing lien on the Lot, together with attorney's fees and the cost of recording the lien.

ARTICLE VI.

MAINTENANCE

1. Areas of Association Responsibility. The Association, or its duly delegated representative, shall be responsible for the management and maintenance of the roads, underground municipal utilities, signage, mail boxes, common area, parks, perimeter landscape and entrance to The Wilds, and all improvements located thereon, except for any part thereof which any governmental entity is maintaining or is obligated to maintain. The Board shall be the sole judge as to the appropriate maintenance of all common areas. No Owner, resident or other person shall construct or install any improvements on the common areas or alter, modify or remove any Improvements situated on the common areas without the approval of the Board. No Owner, resident or other person shall obstruct or interfere with the Association in performance of the Association's management or maintenance of the common areas, and the improvements located thereon.

2. Lots. Each Owner of a Lot shall be responsible for the maintenance of his Lot, and all buildings, Residential units, landscaping or other Improvements situated thereon. All buildings, Residential units, landscaping and other improvements shall at all times be kept in good condition and repair. All grass, hedges, shrubs, vines, trees and plants of any type on a Lot shall be irrigated, mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner, and consistent with the surrounding Lots and the Association maintained property. Trees, shrubs, vines, plants and grass which die shall be promptly removed and replaced with living foliage of like kind, unless different foliage is approved in writing by the Review Committee. No yard equipment, wood piles or storage areas may be maintained so as to be visible from neighboring property or streets. All Lots upon which no Residential Units, buildings or other structures, landscaping or improvements have been constructed shall be maintained in a weed free and attractive manner.

3. Assessment of Certain Costs of Maintenance and Repair. In the event that the need for maintenance of and common areas is caused through the willful or negligent act of any Owner, his family, tenants, guests, or invitees, the cost of such maintenance shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

4. Improper Maintenance and Use of Lots. In the event any portion of any Lot is so maintained as to present a public or private nuisance, or as to substantially detract from the appearance or quality of the surrounding Lots or other areas of the Development which are substantially affected thereby or related thereto, or in the event any portion of a Lot is being used in a manner which violates this Declaration, or in the event the Owner of any Lot is failing to perform any of its obligations under the Association Documents, the Board may make a finding to such effect, specifying the particular condition or conditions which exist, and pursuant thereto give notice thereof to the offending Owner that unless corrective action is taken within fourteen (14) days, the

Board may cause such action to be taken at said Owner's cost. If at the expiration of said fourteen day period of time the requisite corrective action has not been taken, the Board shall be authorized and empowered to cause such action to be taken and the cost thereof shall be paid by such Owner to the Association upon demand and payment of such amounts shall be secured by the Assessment Lien.

ARTICLE VII.

EASEMENTS

1. Easement to Inspect and Correct Violations. There is hereby created an easement in favor of the Association for ingress and egress on any Unit during reasonable hours:

- A. To inspect such property for alleged violations of this Declaration and any governing documents of the Development following receipt of a complaint, or compliance with standards following receipt of a complaint, or approved plans for alterations and improvements, provided the Owner of such Unit is given written notice of the purpose and time of inspection at least three (3) days in advance; and,
- B. Performing such correction of violations or such maintenance as is required by the Declaration on such Units.

2. Easement for Governmental Personnel. A right of entry on any Unit or common area is hereby granted to law enforcement officers, fire and rescue, public works and water meter personnel, and local animal control personnel as needed to carry out their duties, including curb stop access and enforcement of cleared emergency vehicle access zones.

3. Easement for Snow Removal/Storage. There is hereby created an easement upon, across, and over the approach at the back or front of each Unit in the Development for the placement, location, and storage of snow, ice, and slush which may be removed, taken from or extracted from the private roads in the Development.

4. Easement for Access. There is an Ingress/Egress Easement as shown on the plat created in favor of the lawful invitees, guests, or contractors of either an Owner(s) or the Association, an easement for the express purpose of providing a right of entry upon, across, over and through the private roads within the Development for the express purpose of obtaining access to a Unit, or performing a lawful contract.

Ingress and egress for the passage of motor vehicles and bicycles on the private drives constructed within the Development and of pedestrians upon all the sidewalks constructed within the Development, including particularly, but not by way of limitation, ingress and egress from the Prosperity Way on, over, and across the private roadways within the Development. This easement shall be for the benefit and use of all Units

within the Development, such that any drive constructed on a Unit shall be available for motor vehicular and bicycle use by any party traveling to or from any one of the Units and any sidewalks constructed within the Development shall be available for any pedestrian use. The easement runs with the land, and is binding upon and inures to the benefit of, the Development, and its Unit owners, respective transferees, successors, and assigns.

No fence, shrubs, or other barrier that prevents or obstructs the passage of pedestrian or vehicular travel shall be constructed across the easement. However, this provision shall not prohibit the installation of convenience facilities that do not impair the use of the easement (such as mailboxes, public telephones, benches, trash deposit enclosures, curbing, or forms of landscaping) and forms of traffic controls to the extent an owner of a parcel wishes to place or construct those improvements.

ARTICLE VIII.

PARTY WALL AGREEMENTS

1. Party Wall. The Project consists of approximately seven (7) four 4-plex Units. Between the Units there are common or party walls supported by common or the same footings, foundation, and other supports and common sanitary sewer connections. Each garage has two party or common walls.

2. Units Affected. The covenants in this Article shall run with and bind the land contained herein.

3. Common Wall Deemed Not an Encroachment. The walls to be constructed on the boundary between the 4-plex Units, and forming a part of each of 4-plex Units, are hereby declared to be party or common walls for the use, benefit, and enjoyment of the parties, their respective heirs, executors, administrators, successors, and assigns, and no part thereof is to be construed or deemed to be an encroachment on either of the Units situated in the Project.

4. Damage or Destruction to Common Walls. In the event of damage or destruction of a party wall or any portion thereof, from any cause other than the negligence on one of the Owners of the affected Unit, then the Owners of each of the affected Units shall at their joint and several equal expense repair or rebuild the damaged or destroyed wall, and each of the parties shall have the full use of the wall so repaired or rebuilt. If either Owner's negligence shall cause damage or destruction of the common wall, such negligent Owner shall bear the entire cost of the repair or reconstruction. If the Owner of either of the affected Unit shall neglect or refuse to pay his or her share or all of such costs in the case of negligence, the Association may have the wall repaired or restored and the same shall be deemed to be an assessment against the Unit(s) and Owner(s) who refused to pay his or her share. If, after expiration of fifteen (15) days from receipt of a written request for payment of such assessment, the Association shall be entitled to the remedies set forth herein.

5. Footings, Foundations, and Support. No part of any of the footings, foundation, and other supports, supporting the common wall constructed on the boundary between the Units is hereby declared to be party footings, foundations, and supports, shall be deemed an encroachment on any Unit or adjacent or adjoining property.

6. Repairs or Rebuilding of Footings. In the event that it should be necessary to repair or rebuild the footings, foundations, and supports, or any portion thereof, from any cause other than the negligence of either of the Owners of adjoining or adjacent Units or property, then each of the Owners shall, at their joint and equal expense, repair or rebuild the footings, foundations, and supports, and each Owner shall have the right to full use of the footings, foundations, and other supports so repaired or rebuilt.

7. Default by a Unit Owner. If any of the Owners of shall neglect or refuse to pay his or her share or all of such costs in the case of negligence, the other Owner shall be entitled to contribution and payment from the defaulting Owner for the defaulting Owner's share of the repair and reconstruction costs. The footings, foundations, and supports, when being rebuilt or restored shall be rebuilt or repaired where they are now situated, and shall be of like quality and done in a workmanlike manner consistent with the present footings, foundations, and other supports, and in such a manner as it may conform with the then-current accepted construction and engineering practices,

8. Destruction of a Unit. In the event that any of the Units situated on any adjoining lands are partially or totally destroyed by any cause whatsoever, then the Owner of said Unit will not do anything which will or will be likely to adversely affect or be detrimental in any way to the support and use of the water connection to the surviving Unit. The Owner of the surviving Unit is entitled to the party wall, footings, foundations and other supports for the surviving Unit.

ARTICLE IX.

GENERAL PROVISIONS

1. Enforcement. The Developer, Association, any Owner, City or First Mortgagee, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and seek specific performance, declaratory relief, or to recover damage for such violation, along with attorney's fees and court costs.

2. Right to Enforce. Failure to enforce any of the covenants, conditions, restrictions, easements, liens and charges now or hereafter imposed pursuant to the covenants or restrictions should not be deemed a waiver of the right to do so thereafter, nor shall it be construed as an act of acquiescence or approval on the part of the Owners.

3. Duration. The covenants, restrictions and conditions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, devisees, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. After that time these covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners has been recorded, agreeing to modify said covenants and restrictions in whole or in part.

4. Severability. The invalidation of any one of these covenants or restrictions by Judgment or Court Order shall in no way affect any other provisions which shall remain in full force and affect.

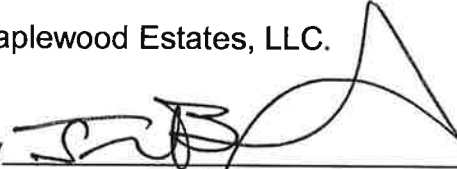
5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended by Developer until it divests itself of the responsibility for architectural control. It shall be conclusively presumed that the Developer has not divested itself of responsibility for architectural control unless there is a sworn affidavit of record so stating. After that time, this Declaration may be amended by an instrument signed by the owners of not less than seventy-five (75%) percent of the lots, but not without the express written approval of the City of Fargo. Any instrument amending, modifying or canceling this Declaration must be properly filed and recorded before it shall be effective.

6. Rights of the City of Fargo. Lot Owners, Developer and Association hereby agree and pledge that none of the foregoing powers or rights granted to the City of Fargo may be modified, cancelled or terminated without approval of the board of city commissioners of the City of Fargo.

IN WITNESS of its terms and conditions, the undersigned, being the Owner and Developer, have caused this Declaration to be executed the day and year first above written.

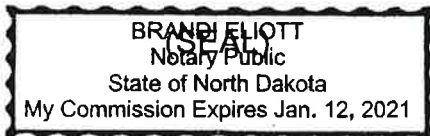
Maplewood Estates, LLC.

By


James R. Bullis, Secretary

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

The foregoing instrument was acknowledged before me May 13, 2019 by James R. Bullis, the Secretary of Maplewood Estates, LLC, a North Dakota limited liability company, on behalf of the limited liability company.





ACCEPTANCE:

The city of Fargo hereby ACCEPTS DELIVERY of the RIGHTS and POWERS granted by this instrument.

CITY OF FARGO, NORTH DAKOTA,
a municipal corporation,

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, Cass County, North Dakota, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND

Notary Public

(18)

Type: Block 9 Developer and Road Use Agreement Amendment

Location: Block 9 – Broadway btwn 2nd & 3rd Ave Date of Hearing: 5/13/2019

Routing	Date
City Commission	5/20/2019
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an amendment to the Block 9 Developer and Road Use Agreement for the Block 9 Complex. Engineering staff has been working with Kilbourne's engineers to reflect minor changes on the scheduling and phasing of the work.

This extended use of right of way will include reconstruction of roadways, curb, boulevard treatment, and installation of sanitary, storm sewer, and water services on:

- Broadway between 2nd and 3rd Ave N (east side)
- 3rd Ave N between Broadway and 5th St (south side)
- 5th St between US Bank drive thru and 3rd Ave N (west side)
- 2nd Ave N between US Bank and Broadway (north side)

Staff is recommending approval of the Amendment for the Developer and Road Use Agreement for the Block 9 Complex with Kilbourne Group.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of the Amendment for the Developer and Road Use Agreement with Kilbourne Group for the Block 9 Complex.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amendment for the Developer and Road Use Agreement with Kilbourne Group.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: May 10, 2019
Re: Amendment to Block 9 Developer and Road Use Agreement

Background:

I have been working with Kilbourne to amend the Developer and Road Use Agreement for the Block 9 complex in order to facilitate work in the City right of way. We are working thru plan details with their engineer for this work that may reflect minor changes to the schedule of their phasing. Please find details with schedule of right of way work in the phasing map of the amendment.

This extended use of right of way will include reconstruction of roadways, curb, boulevard treatment and installation of sanitary, storm sewer and water services on:

- Broadway between 2nd and 3rd Avenue North
- 3rd Avenue between Broadway and 5th Street
- 5th Street between US Bank drive thru and 3rd Avenue North
- 2nd Avenue between US Bank and Broadway

Please find the agreement attached with phasing schedules. I would ask PWPEC to review this document and approve if acceptable to move forward to City Commission.

Recommended Motion:

Approve amendment to the Developer and Road Use Agreement for the Block 9 complex with the Kilbourne Group.

KLS/jmg
Attachment

C: Keith Leier, Kilbourne Group

Amendment to Developer and Road Use Agreement

This Amendment amends that Developer and Road Use Agreement dated July 11, 2018. Paragraph #2 shall be amended to include the attachments hereto, identified as Exhibit "B", Amended Construction and Logistics Plans. Upon approval and acceptance of the Civil Plans by the City Engineer, Block 9 Partners, LLC may begin work in the right of way.

Further, the parties agree that Block 9 Partners, LLC shall engage a competent licensed Engineer and Surveyor to survey, inspect and approve the project elements constructed, or reconstructed, in the city right of way to certify compliance with City Standards and Specifications, including presentation of all necessary testing required for acceptance of the right of way upon completion of the construction activity on the Development Property.

All other terms and conditions of the Developer and Road Use Agreement shall remain in full in force in effect.

Block 9 Partners, LLC, a North Dakota Limited
Liability Company

Dated: 5.14.19

Mike Allmendinger
By: MIKE Allmendinger
Its: ~~Manager~~ VP

STATE OF ND)
) ss.
COUNTY OF Cass)

On this 14 day of May, 2019, before me, a notary public in and for said county and state, personally appeared Mike Allmendinger, VP of Block 9 Partners, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Lisa Osland
Notary Public
Cass County, ND
My Commission expires: 11.15.19

City of Fargo, a North Dakota municipal
corporation

Dated: _____

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com










EXHIBIT B
Construction Logistics Plan

Phase A

Block 9 Specialty ROW
Usage 3rd Ave North / 5th St.
North

Estimated Duration
May 27th- June 17th

SITE KEY:

	HAUL ROAD
	EXISTING BUILDING
	NEW CONSTRUCTION
	CONSTRUCTION SITE
	6' WIDE PEDESTRIAN WALKWAY
	JERSEY BARRIER
	SITE FENCE
	PEDESTRIAN REROUTE
	TRUCK ROUTING

TRAINED FLAGGERS FOR TRUCK EXITING INTO TRAFFIC @ GATE 2

EXISTING FIRE HYDRANT - ACCESSIBLE FROM STREET

BROADWAY

TOWER CONSTRUCTION

PARKING RAMP CONSTRUCTION

Concrete removals to allow for the installation of storm sewer. Concrete to be removed and replaced to the nearest construction joint.

See picture A-1 for visual depiction of removals

General Notes:

- 1- McGough to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) consistent with all AHJ's. Daily upkeep and logs to be kept on site.
- 2- McGough will provide temporary lighting at public sidewalks for the duration of construction.
- 3- McGough will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.
- 4- McGough to remove all pavers at street intersections and turn over to the City of Fargo.
- 5- McGough will perform daily street sweeping during heavy excavation and delivery periods.
- 6- McGough to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass trimming, and snow removal around signs will be by McGough.

LAYDOWN

US BANK

US BANK ENTRANCE

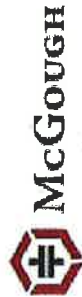
EGRESS FROM SIDEWALK TO STREET CROSSING WILL MAINTAIN ADA ACCESSIBILITY

TRAINED FLAGGERS FOR PEDESTRIAN SAFETY @ GATE 4

2ND AVENUE NORTH

NO PARKING SPOTS IN THIS REGION

Scale: 1" = 20'-0" (when printed 30"x42")

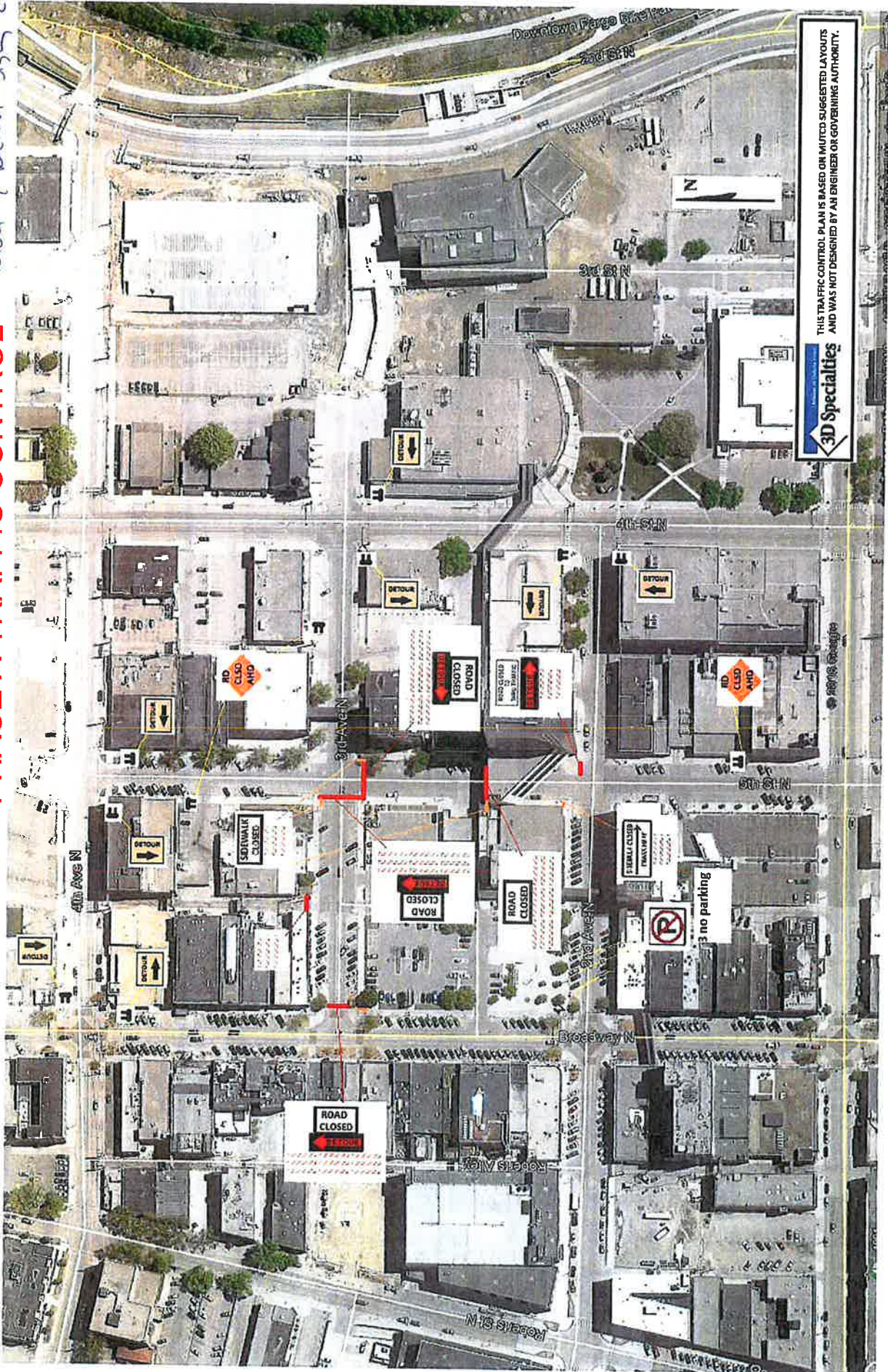




Phase + PHASE A TRAFFIC CONTROL

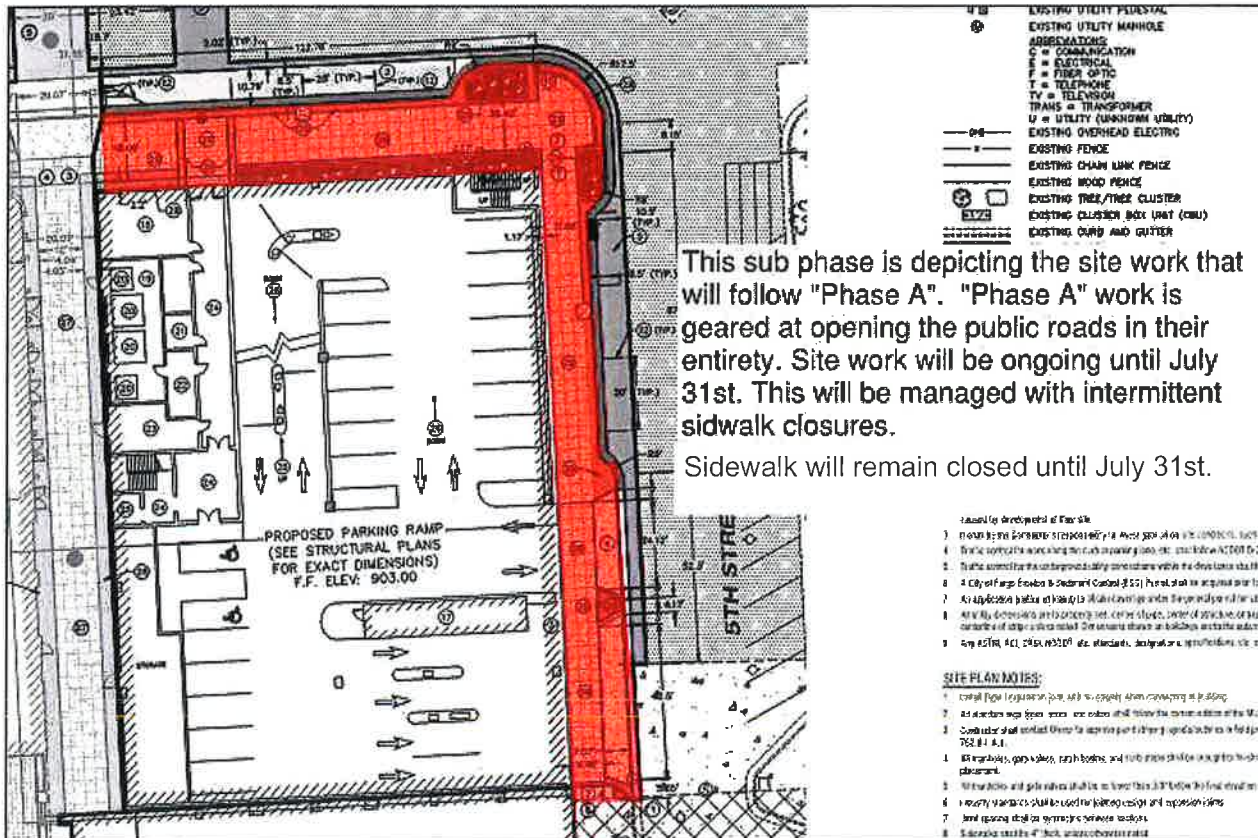
5/10/19 Revised

Block 9 Detour 5th 2nd St



SUB PHASE A-a

Estimated duration
June 27th- July 31st



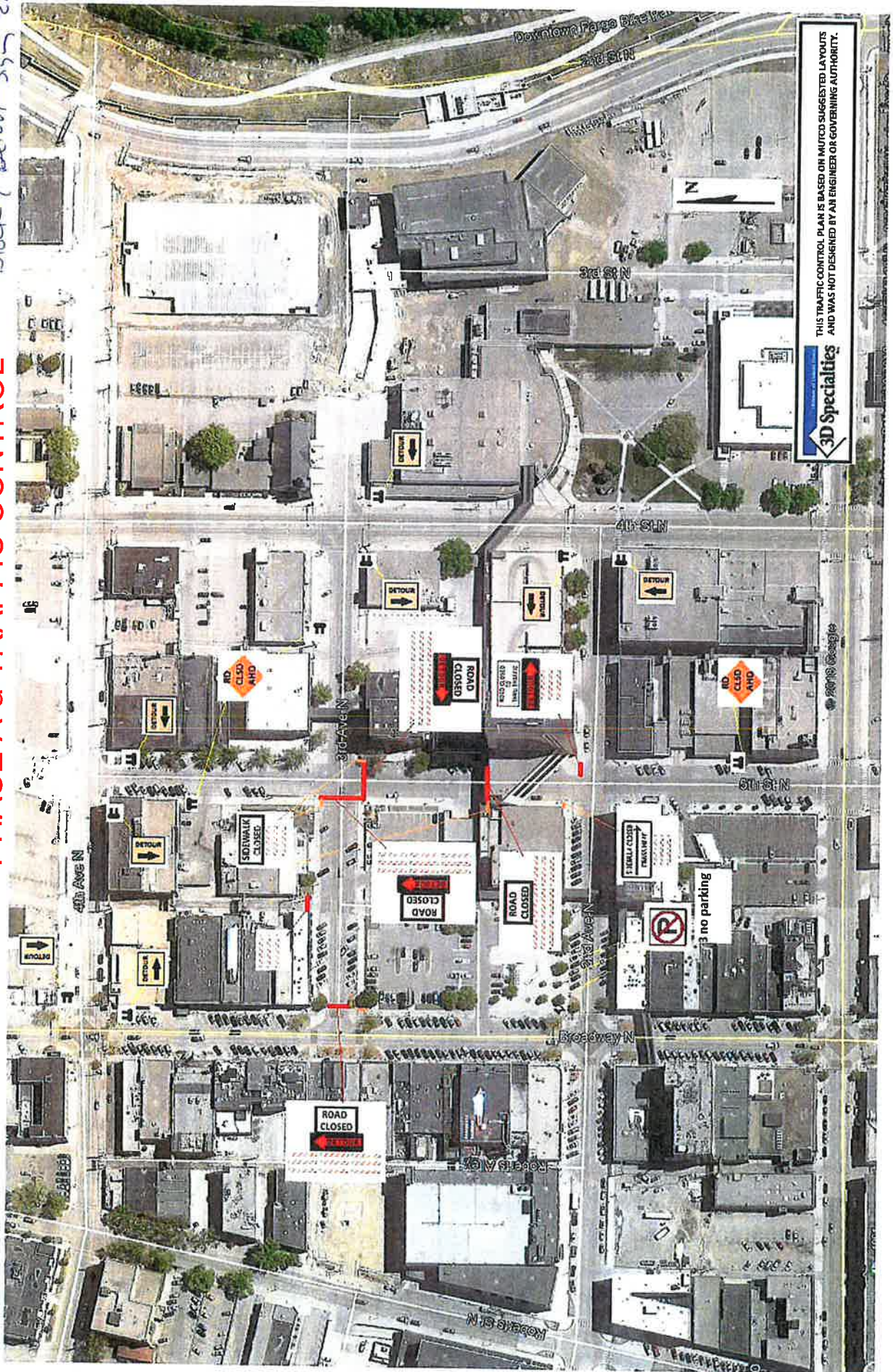
This sub phase is depicting the site work that will follow "Phase A". "Phase A" work is geared at opening the public roads in their entirety. Site work will be ongoing until July 31st. This will be managed with intermittent sidewalk closures.

Sidewalk will remain closed until July 31st.

PHASE A-a TRAFFIC CONTROL

5/10/19 Revised

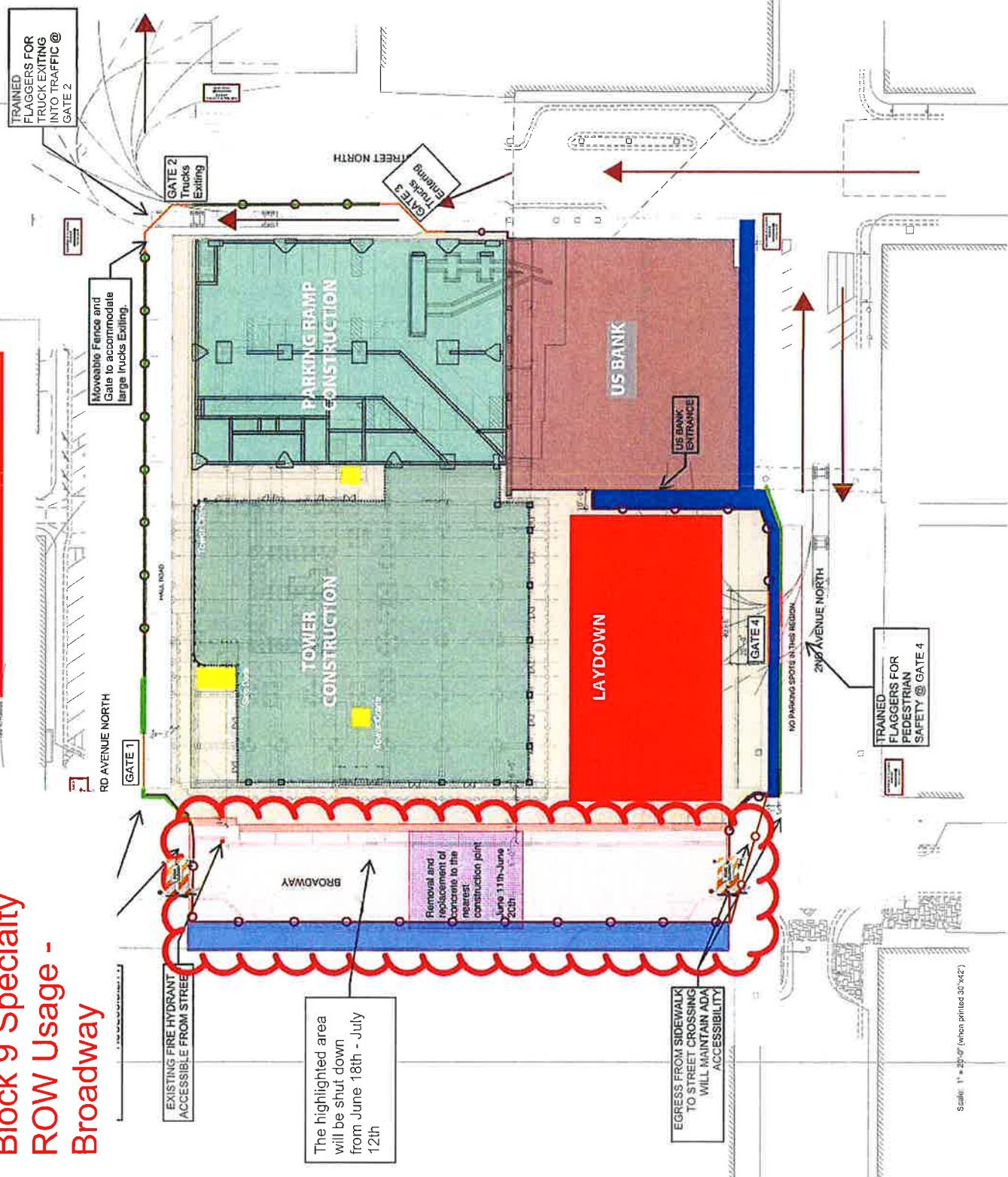
Block 9 Detour Sign ref












Phase B

Estimated Duration
June 18th- July 12th

Block 9 Specialty ROW Usage - Broadway

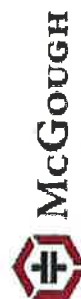


SITE KEY:

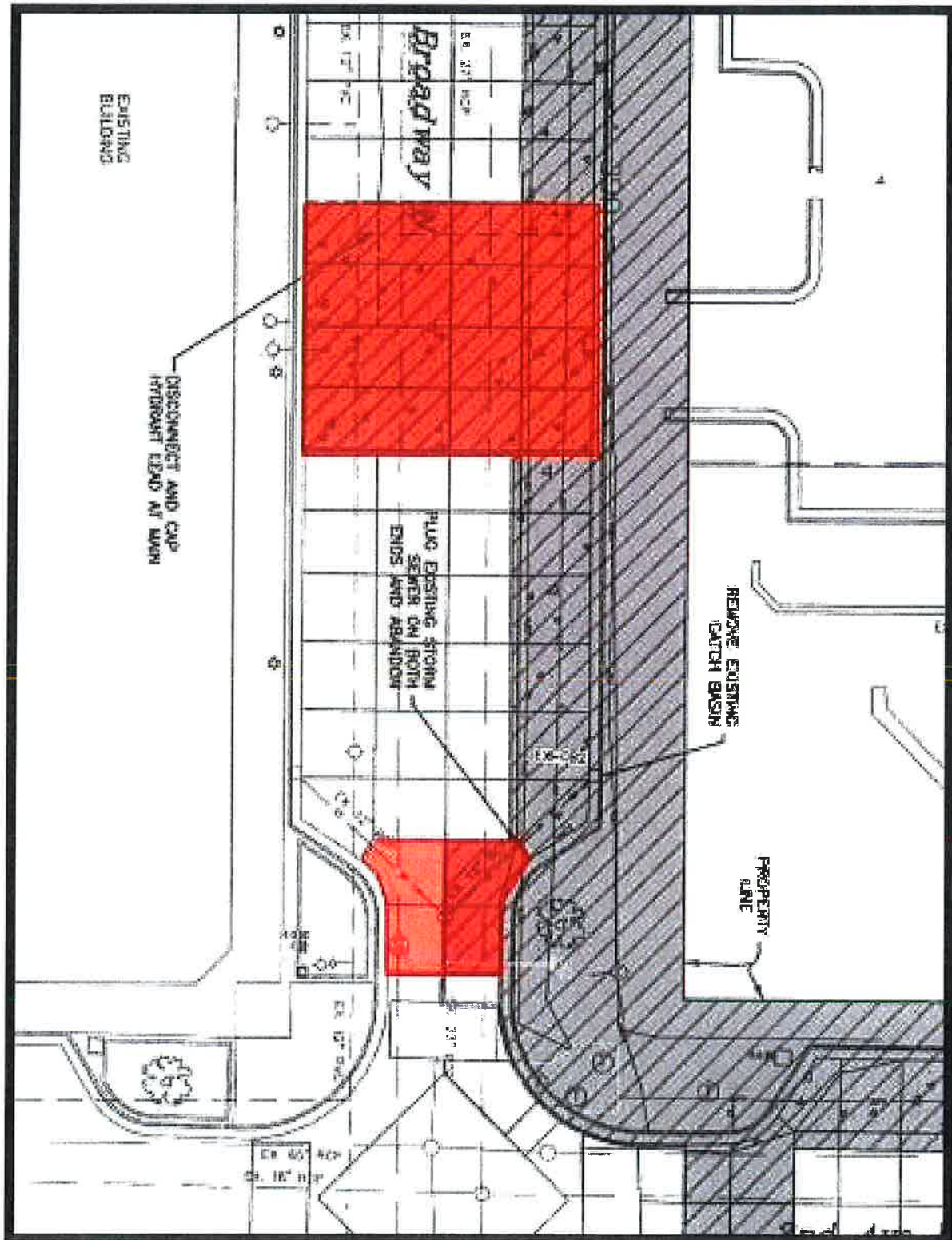
-
- 156
- | | |
|---|----------------------------|
|  | HAUL ROAD |
|  | EXISTING BUILDING |
|  | NEW CONSTRUCTION |
|  | CONSTRUCTION SITE |
|  | 6' WIDE PEDESTRIAN WALKWAY |
|  | JERSEY BARRIER |
|  | SITE FENCE |
|  | PEDESTRIAN REROUTE |
|  | TRUCK ROUTING |

General Notes :

- 1- Mcgough to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) consistent with all AHJ's. Daily upkeep and logs to be kept on site.
- 2- Mcgough will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.
- 3- Mcgough to remove all pavers at street intersections and turn over to the City of Fargo.
- 4- Mcgough will perform daily street sweeping during heavy excavation and delivery periods.
- 5- Mcgough to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass trimming, and snow removal around signs will be by Mcgough.



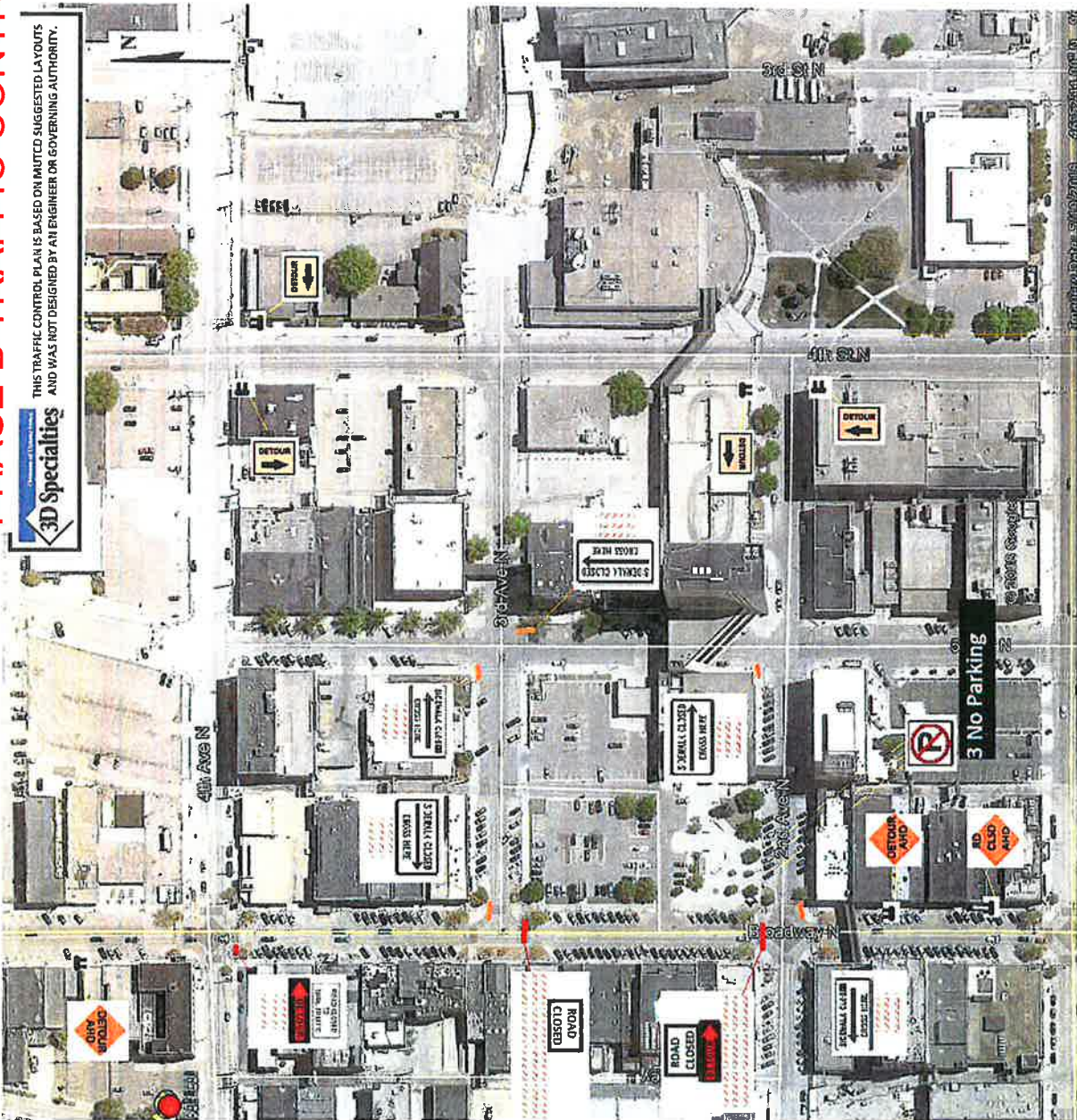
Scale: 1" = 20'-0" (when printed 30"x42")



30-5

55

Phase B



Phase C
Block 9 Specialty
ROW Usage -
2nd Ave North

SITE KEY:

159

HAUL ROAD

EXISTING BUILDING

NEW CONSTRUCTION



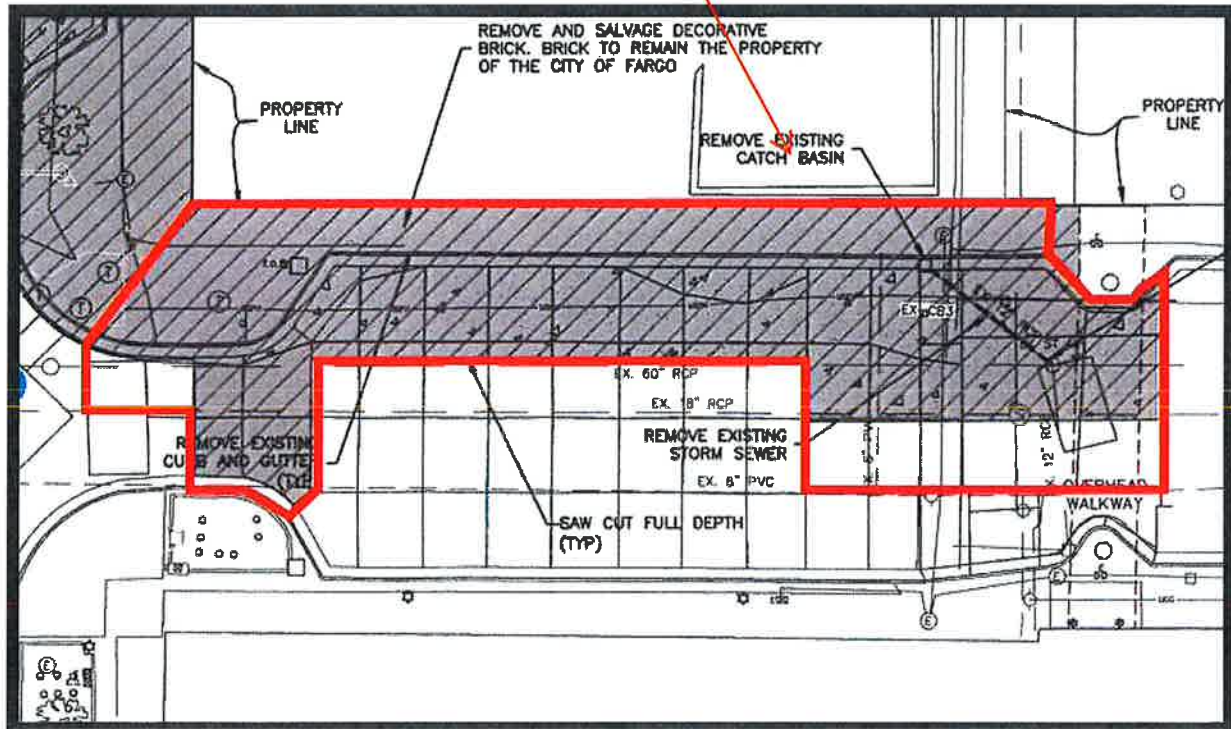
- 1- McLaughl to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) be consistent with all A/HJs. Daily upkeep and logs to be kept on site.
- 2- McLaughl will provide temporary lighting at public sidewalks for the duration of construction.
- 3- McLaughl will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.
- 4- McLaughl to remove all pavers at street intersections and turn over to the City of Fargo.
- 5- McLaughl will perform daily street sweeping during heavy excavation and delivery periods.
- 6- McLaughl to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass timing, and snow removal around signs will be by McLaughl.



Scale: 1" = 20'-0" (when printed 30"x42")

Picture C-1

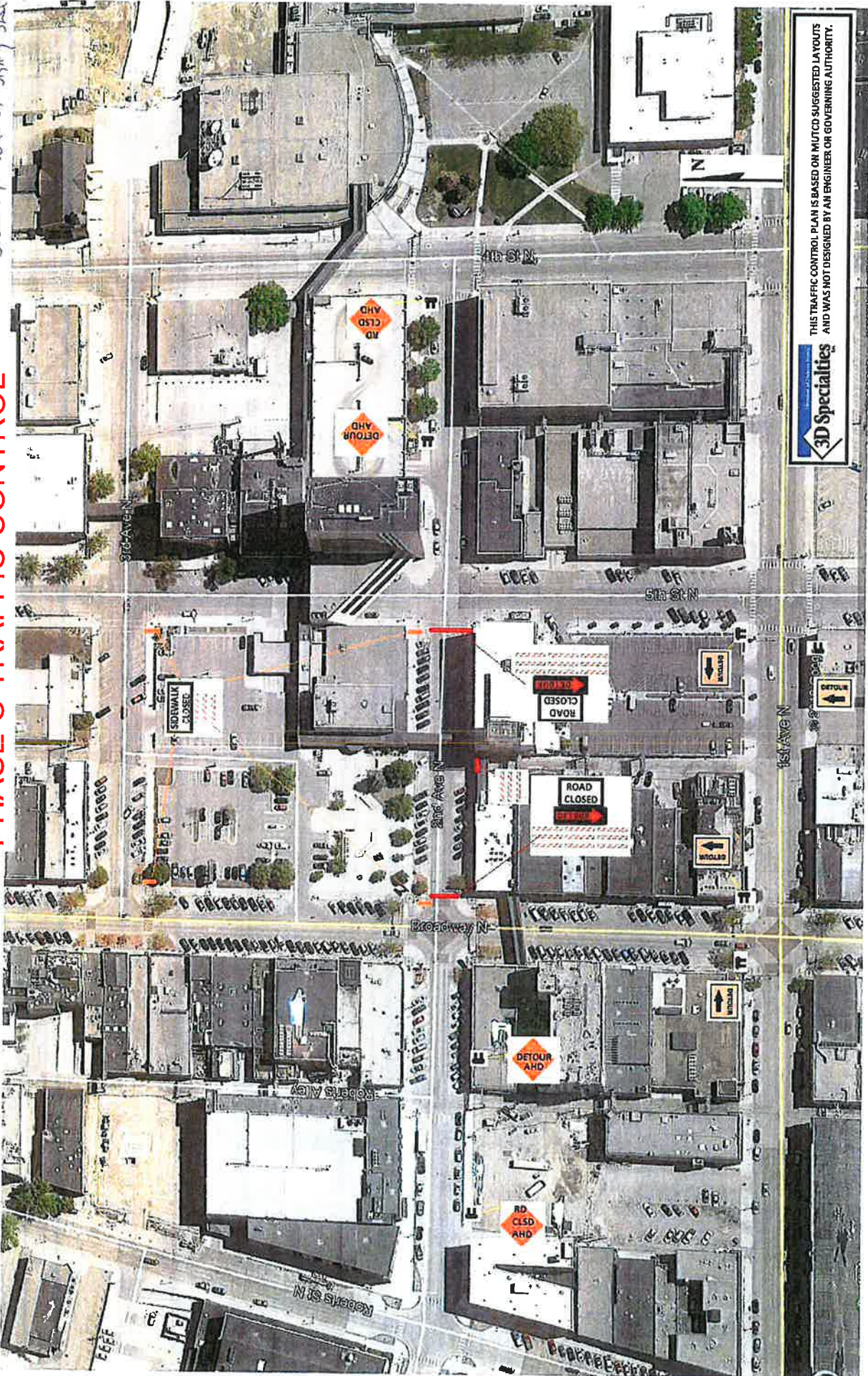
Red line denotes
area of removal



Revised 5/10/2019

Phase C Traffic Control

Block 9 Debut Signing sheet 161



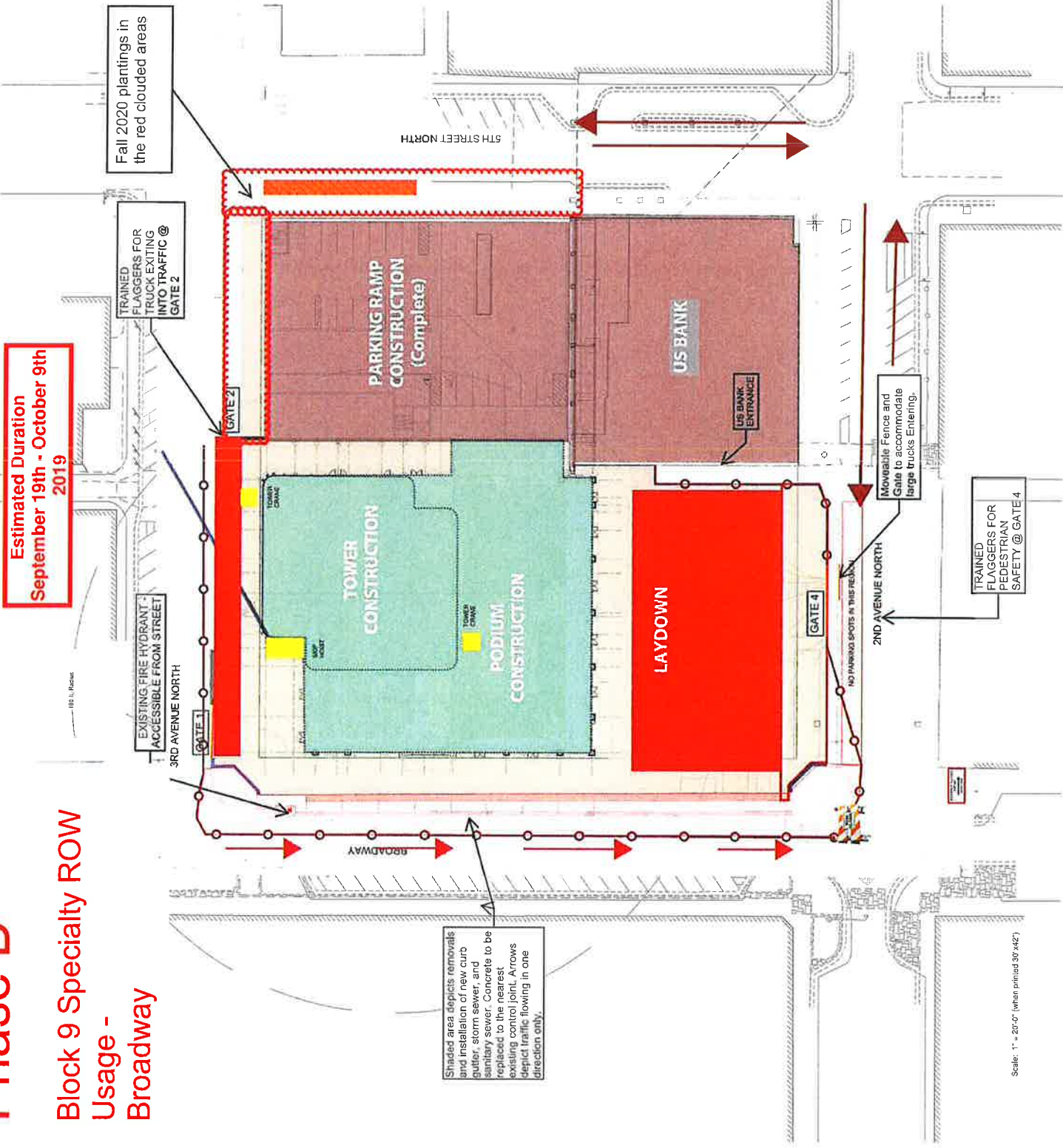
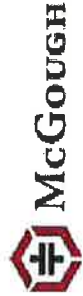
Phase D

Block 9 Specialty ROW
Usage -
Broadway

SITE KEY:	
	HAUL ROAD
	EXISTING BUILDING
	NEW CONSTRUCTION
	CONSTRUCTION SITE
	6' WIDE PEDESTRIAN WALKWAY
	JERSEY BARRIER
	SITE FENCE
	PEDESTRIAN REROUTE
	TRUCK ROUTING
	PARALLEL PARKING

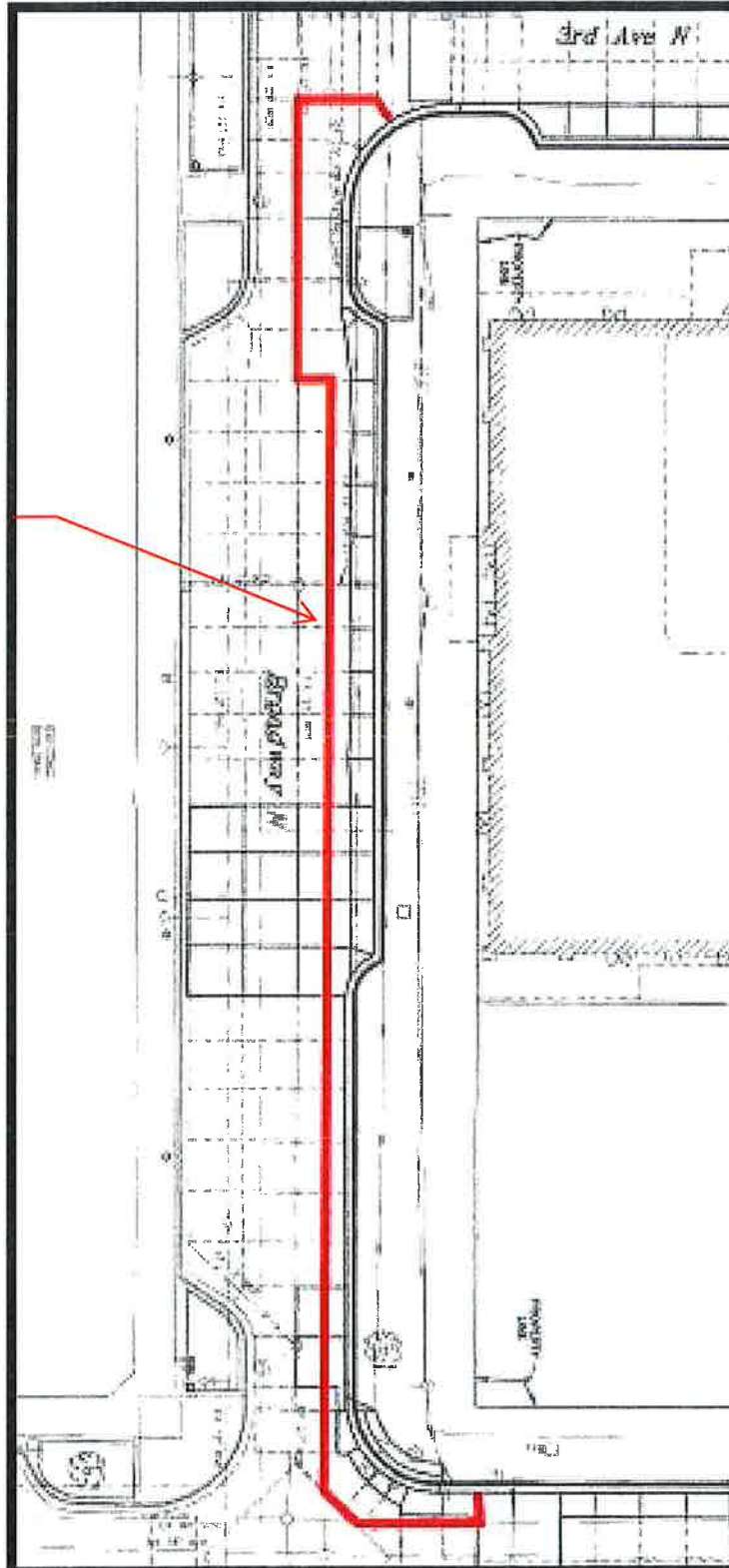
General Notes :

- 1- McGough to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) consistent with all AHI's. Daily upkeep and logs to be kept on site.
- 2- McGough will provide temporary lighting at public sidewalks for the duration of construction.
- 3- McGough will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.
- 4- McGough to remove all pavers at street intersections and turn over to the City of Fargo.
- 5- McGough will perform daily street sweeping during heavy excavation and delivery periods.
- 6- McGough to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass trimming, and snow removal around signs will be by McGough.



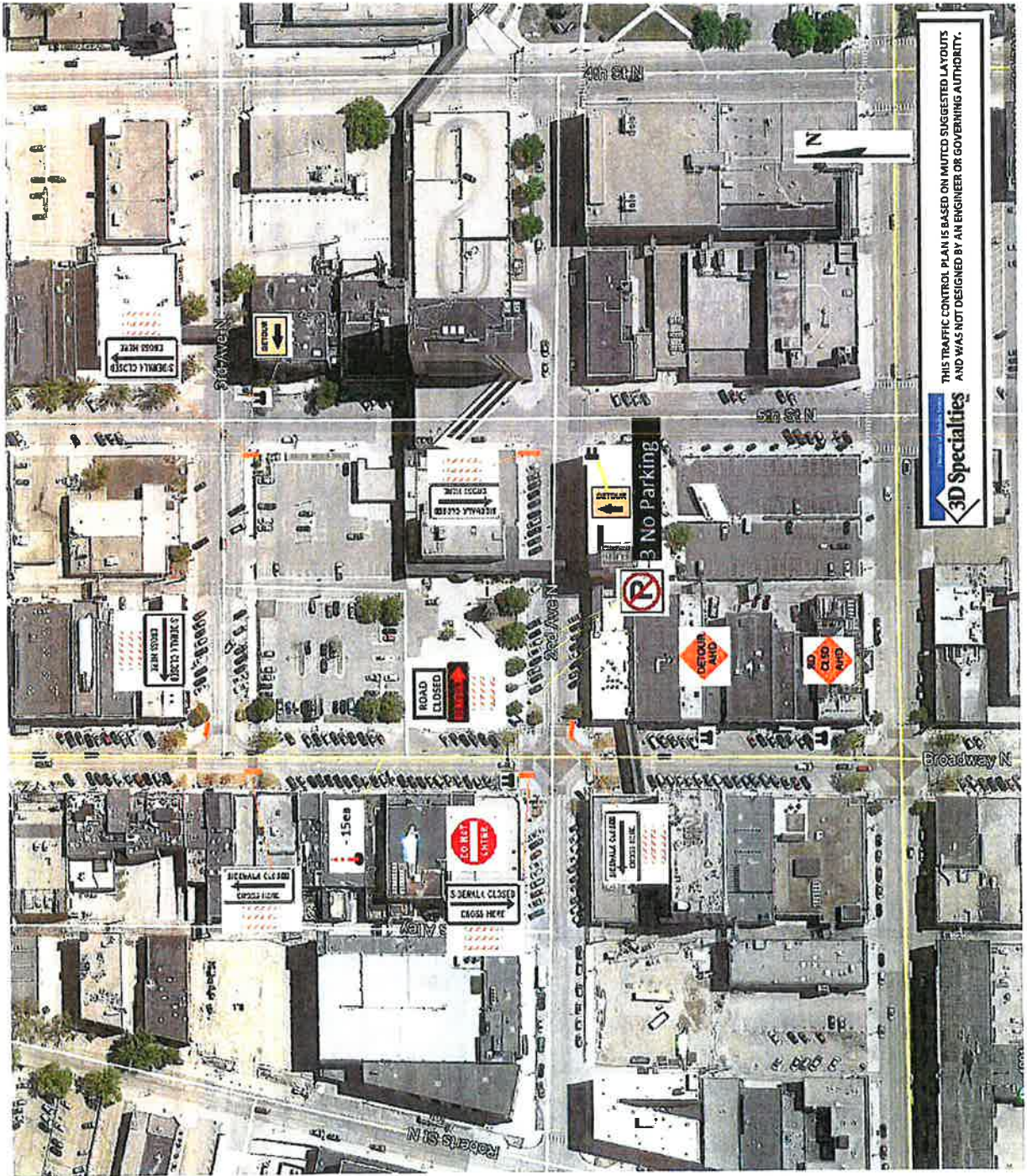
Picture D-1

Red line denotes
area of removal



PHASE D TRAFFIC CONTROL

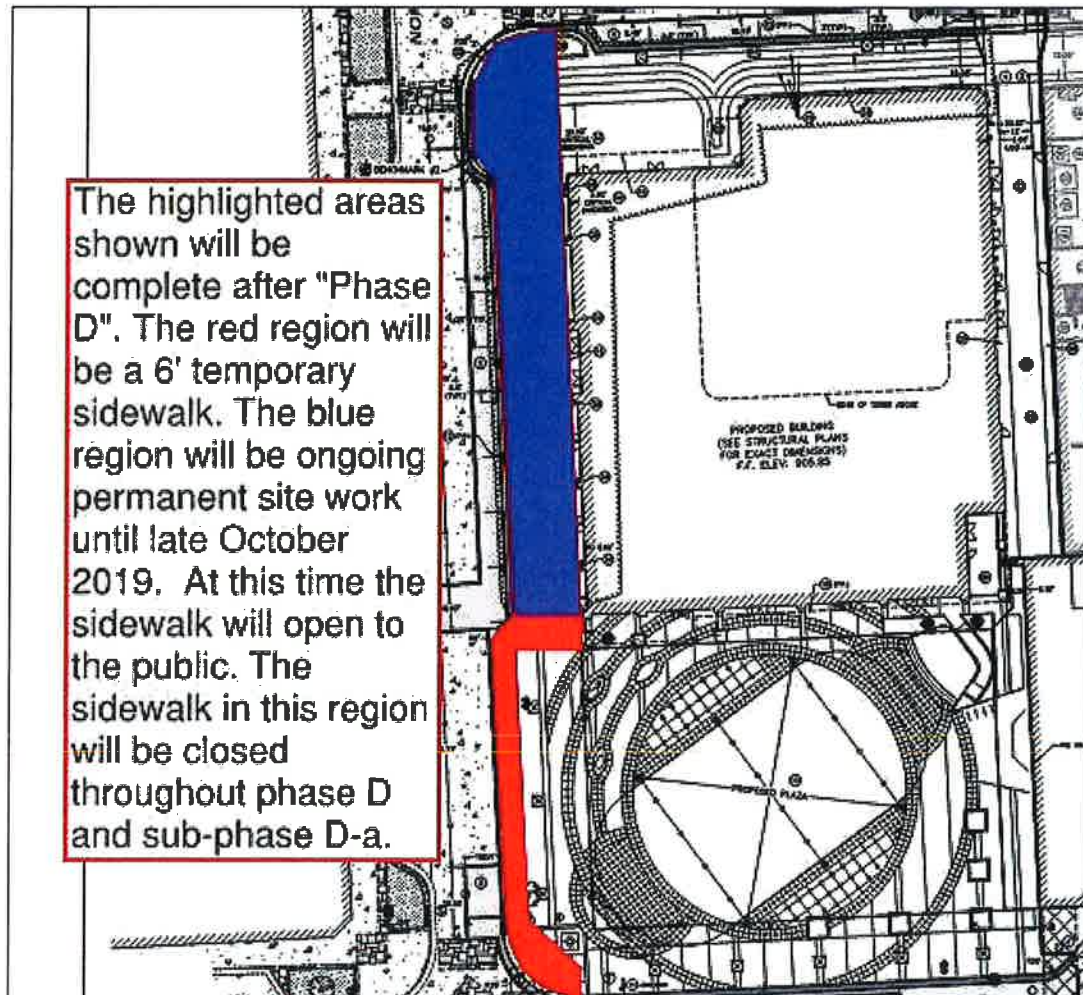
Block 9 Detour Sign sheet set 5



THIS TRAFFIC CONTROL PLAN IS BASED ON MUTED SUGGESTED LAYOUTS
AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY.

3D Specialties

SUB PHASE D-a



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Project No. MS-14-20

Type: Contract Amendment #3

Location: Southwest Metro Floodplain &
Storm Sewer Master Planning

Date of Hearing: 5/13/2019

<u>Routing</u>	<u>Date</u>
City Commission	5/20/2019
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, related to Contract Amendment #3 submitted by Houston Engineering in the amount of \$67,171.75, bringing the total contract amount to \$376,123.75. This Amendment is for additional study work to assist staff with ongoing planning efforts.

Staff is recommending approval of Amendment #3 in the amount of \$67,171.75, bringing the total contract amount to \$376,123.75.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #3 in the amount of \$67,171.75 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

Yes	No
	N/A
	N/A
	N/A

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: May 7, 2019
Subject: Southwest Metro Storm Sewer Master Plan – Contract Amendment #3
Project #MS-14-20

Background:

In 2014, under Project #MS-14-20, Houston Engineering was selected to complete hydraulic flood impact modeling on the south side of the City as well as complete storm water master planning in the future southwest growth areas of the City. Recently staff has requested Houston Engineering to complete additional study work associated with the original study areas to assist staff in the planning efforts that have been ongoing for these areas. As a result of this additional work, a third Contract Amendment, totaling \$67,171.75, is necessary for the work that has been completed or is remaining.

The following are brief descriptions of the additional tasks. Full descriptions of the tasks can be seen on the attached Professional Services Amendment submitted by Houston Engineering.

- Task 1: Additional hydraulic river modeling to support the State Water Commission levee permit application reviews for various in-town levee projects. Total cost: \$5,022.50.
- Task 2: Additional study to further develop the southwest regional storm water pond and sewer system concept. Total cost: \$3,988.00.
- Task 3: Assistance in development of Clean Water State Revolving Fund (CWSRF) loan application being sought for funding of the land purchase and storm sewer infrastructure associated with the southwest metro regional storm water pond. Total cost: \$28,161.25.
- Task 4: Further hydraulic analysis of levees along the southern edge of the City that will be necessary for future State Water Commission reviews. Estimated total cost: \$30,000.00.

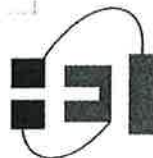
Recommended Motion:

Approval of Contract Amendment #3 for MS-14-20, the Southwest Metro Storm Sewer Master Plan in the amount of \$67,171.75 to Houston Engineering.

Attachment

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



HoustonEngineering Inc.

PROFESSIONAL SERVICES

AMENDMENT NO. 3 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project MS-14-20 – Southwest Metro Storm Sewer Master Plan
Amendment No. 3 – Various Tasks
HE Project No. 6059-0077

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

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

**Description
of Work:** This contract amendment is for additional Professional Engineering services to assist the City of Fargo with multiple tasks that represent modifications to the scope of the project. In 2015, Amendment #1 was executed, which expanded the scope of the original stormwater master planning project to also include flood mitigation analysis. In 2018, additional stormwater master planning was conducted at the request of the City. At that time, a portion of the budget provided through Amendment #1 remained and was utilized for the requested stormwater master planning. In January of 2019, Amendment #2 was executed, which further expanded the scope of the project to include hydraulic impact modeling for 64th Ave and 76th Ave levees from Drain 27 to the Red River.

This contract amendment (Amendment #3) is for additional Professional Engineering services including hydraulic impact modeling, stormwater master planning, and a Clean Water State Revolving Fund (CWSRF) application for the Southwest Regional Stormwater Project. These items represent modifications to the scope of the project. A more detailed description of each task is provided in the following sections.

Task 1 – Hydraulic Impact Modeling for SWC Levee Permits – Drain 27, Rosewood, Harwood/Hackberry/River Drive

Modeling effort included a hydraulic impact analysis for Drain 27 levees, Rosewood Levee, Harwood/Hackberry/River Drive levees. Submitted memo on 3/29/2018. Was

Bismarck P 701.323.0200 F 701.323.0300
Maple Grove P 763.493.4522 F 763.493.5572

Minot P 701.852.7931 F 701.858.5655
Thief River Falls P 218.681.2951 F 218.681.2987

Page 2

originally billed through the Harwood/Hackberry Project but was later rolled over to this project number, without amendment.

The cost to complete **Hydraulic Impact Modeling for SWC Levee Permits – Drain 27, Rosewood, Harwood/Hackberry/River Drive** was \$5,022.50.

Task 2 – Southwest Regional Storm Water Project – Stormwater Master Planning

Additional stormwater master planning was conducted in 2018 and 2019. A technical memorandum for the “Southwest Metro Storm Water Master Plan” was submitted on 2/8/2019. Remaining funds approved through Amendment #1 were used to conduct the majority of the master planning. However, additional funds were required beyond the remaining Amendment #1 allocation to complete this task.

The cost to complete **Southwest Regional Storm Water Project – Stormwater Master Planning** was \$3,988.00.

Task 3 – Southwest Regional Storm Water Project – Clean Water State Revolving Fund (CWSRF) Application.

This Task includes development of a Preliminary Engineer’s Report, also referred to as a Facilities Plan, and an Environmental Report for the Southwest Regional Storm Water Project. Development of these reports included the solicitation and review of comments from government agencies to meet the requirements of the Facilities Plan and Environmental Report. A Cultural Review will be required as part of the application. HEI will assist the City in obtaining a quote from a qualified archeologist to complete this review. Completion of the US Department of Agriculture Farmland Conversion Impact Rating – Form AD-1006 will also be required to comply with the Farmland Protection Policy Act. HEI will complete Form AD-1006 and submit it to the local NRCS office as required.

Additional permitting will be required to satisfy the remaining requirements of the CWSRF application. It is anticipated that the remaining permits will be completed as part of the final design phase of the project and therefore are not included in this contract amendment.

The cost to complete **Southwest Regional Storm Water Project – Clean Waters State Revolving Fund (CWSRF) Application** was \$28,161.25.

Task 4 – Hydraulic Impact Modeling for 64th Avenue/76th Avenue Levee Construction

Conducted hydraulic impact analysis for 64th Avenue and 76th Avenue levees from Drain 27 to the Red River. The plan is to conduct additional alternative analyses to reduce flooding impacts upstream of 76th Avenue and verify culvert capacity requirements along



Page 3

Drain 53. Complete modeling with technical memorandum. This task also includes additional budget to accommodate extra hydraulic support for State Water Commission permitting for the 64th Avenue S. construction.

The estimated cost to complete **Hydraulic Impact Modeling for 64th Avenue/76th Avenue Levee Construction** is \$30,000.

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total fee for the above described tasks is \$67,171.75. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

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

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

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Signature: C. [Signature]

Title: _____

Title: Vice President

Date: _____

Date: 5/1/2019

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Project No. SN-18-A1

Type: Change Orders #1, #2, and #3

Location: Dill Hill Shared Use Path

Date of Hearing: 5/13/2019

RoutingDate

City Commission

5/20/2019

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Change Orders #1, #2, and #3 submitted by Dakota Underground in the amount of \$37,614.91, bringing the total contract amount to \$89,152.21. Change Order #1 is for a design change, Change Order #2 is for miscellaneous additional items that came up during construction, and Change Order #3 is for removing scrub brush and trees, removing fence, removing sidewalk, and grading and seeding on the hillside.

Staff is recommending approval of Change Orders #1, #2, and #3 in the amount of \$37,614.91, bringing the total contract amount to \$89,152.21.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Orders #1, #2, and #3.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Orders #1, #2, and #3 in the amount of \$37,614.91 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax (460) & Fargo Park District

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

17

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: May 10, 2019

Subject: Construction Change Orders 1, 2, and 3 for the Dill Hill Shared Use Path Project
Dakota Underground
Project No. SN-18-A1
NDDOT Project No. TAU-8-984(163)

I have attached three change orders associated with the Dill Hill shared use path project that was administered last fall. Here are the details:

Change Order #1 (\$ 10,350)

We completed a design change to go from 4:1 slopes to 6:1 slopes.

Change Order #2 (\$ 5,184.91)

This change order is for miscellaneous items that came up during construction.

Change Order #3 (\$ 22,080)

This change order consists of cleaning up the hillside and removing some scrub brush and trees, removing a chain link fence in disrepair, removing an old sidewalk and overlook in disrepair, and grading and seeding on the hillside. This work was coordinated with the Fargo Park District.

The total amount of these change orders is \$ 37,614.91. The original contract was for \$ 248,079.00. This project is not a special assessed project, and the costs splits will be 80% federal, 10% City and 10% Fargo Park District.

Recommended Motion:

I recommend approval of Change Orders 1, 2, and 3 in the amount of \$ 37,614.91.

Attachment

North Dakota Department of Transportation

Change Order

Page 1 of 1

Change Order No: 1
 SubProject: 1 SHARED USE PATH & INCIDENTALS

Project: TAU-8-984(163)
 County: Cass

PCN: 21962

For: SHARED USE PATH & INCIDENTALS

Contractor: DAKOTA UNDERGROUND COMPANY
 4001 15TH AVE N
 FARGO, ND 58102-2832

Original Contract Amount:
 \$248,079.00

Date Created: 08/24/2018

Date Approved: 12/28/2018

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
203	200	EMBANKMENT	CY	0.00	2,950.00	23,000	67,850.00	
DECREASE TO BID ITEM								
PARTICIPATING (FEDERAL FUNDS)								
203	140	BORROW-EXCAVATION	CY	2,500.00	-2,500.00	23,000		-57,500.00
Net Increase or Decrease to Date				10,350.00	Part	Non-Part	TOTALS	
							NON-PARTICIPATING	
							PARTICIPATING	
							67,850.00	-57,500.00
							67,850.00	-57,500.00

Due to This Change, the Contract Time:
 NO CHANGE.

Classification

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

The bid item "Borrow of Excavation" is being replaced by "Embankment" in order to measure the fill after it has been placed since the contractor is getting the material from multiple places. The quantity increased because the side slopes were changed from 4:1 to 6:1 and the plan quantity did not get updated until now.

DAKOTA UNDERGROUND
 COMPANY

09/11/2018

Prime Contractor

DATE

Jason Baker

12/28/2018

Project Engineer

DATE

Joe Peyerl

12/28/2018

District 8

DATE

North Dakota Department of Transportation
Change Order

Page 1 of 1

Change Order No: 2
SubProject: 1 SHARED USE PATH & INCIDENTALS

Project: TAU-8-984(163)
County: Cass

PCN: 21962

For: SHARED USE PATH & INCIDENTALS

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$248,079.00

Date Created: 11/13/2018

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
201	352	REMOVAL OF TREES & BRUSH	L SUM	0.00	1.00	1,538.610	1,538.61	
752	911	TEMPORARY SAFETY FENCE	LF	0.00	855.00	3.000	2,565.00	
754	530	PANEL FOR SIGNS-TYPE XI REFLECTIVE SHEETING	SF	0.00	16.50	38.200	630.30	
772	2210	PEDESTRIAN PUSHBUTTON	EA	0.00	2.00	225.500	451.00	
Net Increase or Decrease to Date			15,534.91	Part		Non-Part	TOTALS	5,184.91
							NON-PARTICIPATING	
							PARTICIPATING	5,184.91

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This change order is to remedy a few things that came up during construction. On 6th Avenue S the crosswalk signs that were included in the crosswalk system did not match the signs to be installed per plan. New signs were ordered so all crosswalk signs on 6th Avenue S would be fluorescent yellow green in color. Also that crosswalk system did not come with the correct pedestrian push buttons that was missed when approving shop drawings. The correct push buttons were added. Safety fence was also requested by the Park District to help keep park visitors out of the construction site. There was also a couple of trees that ended up being in the way of the regrading on the south end of the job by 7th Ave S.

DAKOTA UNDERGROUND
COMPANY

02/27/2019

Kevin Gorder

03/07/2019

Prime Contractor

DATE

Project Engineer

DATE

North Dakota Department of Transportation **Change Order**

Page 1 of 1

Change Order No: 3
SubProject: 1 SHARED USE PATH & INCIDENTALS

Project: TAU-8-984(163)
County: Cass

PCN: 21962

For: SHARED USE PATH & INCIDENTALS

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$248,079.00

Date Created: 12/04/2018

Date Approved: 03/26/2019

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
PARTICIPATING (FEDERAL FUNDS)								
990	2000	GENERAL CONSTRUCTION-OPTION 1	L SUM	0.00	1.00	22,080.000	22,080.00	
Net Increase or Decrease to Date				37,614.91	Part			
						TOTALS	22,080.00	
						NON-PARTICIPATING		
						PARTICIPATING	22,080.00	

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

It was determined to clean up the south end of the project that was overgrown with trees and had failing concrete. This change order is to remove and dispose of trees, fence, remove concrete sidewalk and observation deck. Install safety fence around work area, saw asphalt at north edge of school parking lot, strip topsoil, regrade and import clay to flatten slope, replace topsoil.

DAKOTA UNDERGROUND
COMPANY

02/27/2019

Prime Contractor

DATE

Kevin Gorder
Project Engineer

03/07/2019

DATE

Joe Peyerl

03/13/2019

District 8

DATE

(21)

May 14, 2019

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

Re: Access Agreement – Field Survey
Flood Mitigation Project #FM-19-B

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with the Park District of the City of Fargo in association with Flood Mitigation Project #FM-19-B.

3800 Broadway N – Park District of the City of Fargo

RECOMMENDED MOTION:

Approve Access Agreement with the Park District of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Rob Hasey
Nathan Boerboom

ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of May 2019, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, referred to as "City", and the undersigned, referred to as "Owner(s)".

1. City requires access to Owner's property to facilitate field surveys, soil testing, and parcel review to facilitate flood mitigation efforts.
2. Owner is the fee simple Owner of the property or otherwise has the authority to enter into this Agreement.
3. Owner agrees to allow City's employees, officers, agents, representatives, and contractors to enter upon and access to Owner's property for the purpose of conducting parcel review, soil sample boring and other miscellaneous soil testing procedures, field surveys, staking, and visual observation.
4. City's right to access the property begins immediately and will continue until December 31, 2019.
5. City agrees that no property damage will be caused by the access and that the property will be returned to its original condition as nearly as practicable if modified in any way.

6. City agrees to indemnify and hold Owner harmless from any and all claims, demands, suits or losses that may result from City's negligence on the property arising out of this access agreement.

PROPERTY ADDRESS:

3800 Broadway N

Fargo, ND 58104

OWNER(s):

Fargo Park District

Chris Leher

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, Mayor

Return to:

Attn: Rob Hasey

City of Fargo Engineering Dept.

225 4th Street N

Fargo, ND 58102

Fax: 701-241-8101 ~ Email: feng@fargond.gov

22

May 15, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-14-71

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 15, 2019, for Drain 27 Lift Station #55 and #56 Flood Risk Management, Project No. FM-14-71, located on Drain #27 adjacent to 42nd Street South.

Engineer's Estimate \$6,491,885.40

The special assessment escrow is not required.

No bids were received. This project will be rebid at a future date.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klo

REPORT OF ACTIONUTILITY COMMITTEE

(23)

Project No. WA1862

Type: Bid Award – Near-term Ozone
Improvements – Lime Softening Plant

Location: Lime Softening Water Treatment Plant (WTP)

Date of Hearing: Electronic Vote 5/15/19 (Utility Committee Discussion on 5/1/19)

<u>Routing</u>	<u>Date</u>
City Commission	5/20/19
Project File	

Bid opening for Project WA1862 occurred on May 1, 2019 (Engineer's Recommendation Letter attached). Troy Hall, Water Utility Director, presented project details at the May 1, 2019 Utility Committee meeting, ahead of bid opening. Ozone improvements were a part of the WTP Facility Plan Phase 2 from 2016. This project is in the 2019 Water Utility budget and was planned for construction after the Membrane WTP was operational. There were two bids for the project. PKG Contracting was the low bidder at \$657,069.00 and recommended for award. Engineer's estimate was \$740,000. The low bid was 11.2% under the Engineers estimate.


This project is in the budget to be paid for through a State Revolving Fund (SRF) loan. The SRF loan has already been approved and funds are available.

MOTION:

On a motion by Bruce Grubb, seconded by Tony Gehrig, the Utility Committee voted to approve the bid award with PKG Contracting in the amount of \$657,069.00 for Project WA1862 – Near-term Ozone Improvements.

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

ATTEST:


 Troy B. Hall
 Water Utility Director

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



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND 58104

May 1, 2019

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Avenue South
Fargo, ND 58103

**RE: Near-term Ozone Improvements – Lime Softening Water Treatment Plant
City of Fargo Project No. WA1862, DWSRF Project No. 0900336-04
Letter Recommending Award**

Troy:

Bids for the above reference project were received and opened on May 1, 2019. A tabulation of the bids received is attached.

We have reviewed the bids and recommend that the City of Fargo award a contract for this project to PKG Contracting in the amount of \$657,069.00. This award should be contingent upon final approval by the North Dakota Department of Health

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Apex Engineering Group, Inc.

A handwritten signature in black ink, appearing to read "T. Paustian", written over a horizontal line.

Timothy J. Paustian, PE
Project Manager

Bid Tabulation

**Near-term Ozone Improvements
Lime Softening Water Treatment Plant
Fargo, ND
May 1st, 2019 | 11:30am | City Hall**

Apex Project No. 18.351.0097

Planholder	License & Bid Bond	Acknowledged Addendum(s)	MBE/WBE Subcontractor Solicitation	Bid Price
Northern Plains Contracting	X	X	X	\$880,000.00
PKG Contracting	X	X	X	\$657,069.00
Engineer's Estimate				\$740,000.00

I certify that these two (2) bids were received on 5/1/2019, 11:30 AM, at City Hall, 225 4th Street North, Fargo, ND.


Timothy J. Paustian, PE

Troy Hall

From: Troy Hall
Sent: Wednesday, May 15, 2019 11:58 AM
To: Tony Gehrig; Bruce Grubb; Brenda Derrig; Kent Costin; Benjamin Dow; Terry Ludlum; James Hausauer; Mark Miller; Scott Liudahl; Brian Ward; Thomas Knakmuhs; Donald Kress
Cc: Troy B. Hall (thall@cityoffargo.com); Jodi Kosienksi
Subject: Request Electronic Vote: Near-term Ozone Improvements Bid Award
Attachments: May19 - UC Slides - Ozone Improvements - eVote.pdf; WA1862 - Letter Recomm Award.pdf

Utility Committee Members:

At the May 1 Utility Committee meeting, we talked through an ozone improvements project with bid opening scheduled to occur that day. Bids were opened on May 1, 2019. I have attached the Engineer's bid award recommendation. The key issues are as follows:

- Two bidders for project
- Low Bid (PKG Contracting): \$657,069
- Engineer's Estimate: \$740,000
- Low bid was \$82,931 below Engineer's estimate or 11.2% under estimate.
- Project will address corrosion issues in current system and improve employee safety.
- Project Funding: State Revolving Fund (SRF) loan
- Regular agenda item at May 6 City Commission meeting allows us to now award bid and receive SRF reimbursement for project.

For your reference, I have attached related PowerPoint slides from the Utility Committee meeting.

I would much appreciate an electronic vote on this item and appreciate your consideration.

Thanks!
Troy

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(26)

Improvement District No. BN-18-A1 Type: Time Extension (CO#2)
 Location: Bison Meadows (Phase II) Date of Hearing: 4/29/2019

Routing Date
 City Commission 5/20/2019
 PWPEC File X
 Project File Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension for KPH due to weather and unsuitable borrow material.

Engineering has concluded that 23 calendar days (17 working days) of delays occurred due to weather and 10 additional days were due to unsuitable borrow material. 33 calendar days of delays were incurred however 22 calendar days were lost due to the failure to diligently prosecute the work. In conclusion, staff is recommending 11 days (33 days minus 22 days) to be added to the contract. The time between November 7, 2018 and April 29, 2019 shall also be added to the Final Completion Date due to winter suspension. Changes to completion dates are shown below:

Original Completion Dates	Revised This Memo
Substantial – November 1, 2018 Final – May 1, 2019	Substantial – May 3, 2019 Final – June 2, 2019

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #2) as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #2).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass Rural WUD Funds & Special Assessments

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

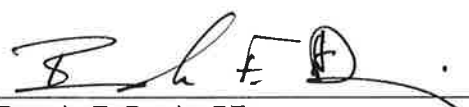
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, PE
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: April 25, 2019
Re: Improvement District No. BN-18-A1 –Time Extension (CO #2)

Background:

Improvement District BN-18-A1 is for the new development of Bison Meadows 2nd Addition. KPH is the Prime Contractor for this project. The borrow material for the LOMR was to be supplied by Improvement District FM-17-C1. KPH was the Prime Contractor for this project.

Below is a list of the work that took place along with the dates work began:

- Improvement District BN-18-A1 was bid on May 2, 2018
 - Concrete Structure Shop Drawing returned May 18, 2018
 - Contracts signed between City of Fargo and KPH May 21, 2018
 - Pre-Construction Meeting was held May 22, 2018
 - Stripped topsoil starting June 19, 2018
 - Started installing Underground Utilities June 19, 2018
 - Finished installing Underground Utilities August 9, 2018
 - Started street dirt work August 13, 2018
 - Started LOMR work on the lots August 17, 2018
 - Claim of unsuitable fill in pond on August 23, 2018
 - Started excavating and hauling material from new proposed borrow sites September 1, 2018
 - Contractor worked on street construction and LOMR work until November 7, 2018 when winter suspension began.
- Original Substantial Completion Date – September 15, 2018
 - Original Final Completion Date – October 15, 2018

Revised completion dates with Change Order # 1:

- Revised Substantial Completion Date – November 1, 2018
- Revised Final Completion Date – May 1, 2019

City of Fargo Engineering Staff feels a reasonable start date for the project would have been May 28, 2018. With the project not starting until June 19, 2018, Engineering Staff feels that 22 calendar days (16 working days) were lost on the contract. In addition, the LOMR work didn't start until all of the underground was installed.

After reviewing KPH's time extension, Engineering concludes that 23 calendar days (17 working days) of delays occurring on Improvement District BN-18-A1 due to weather is justified.

When looking at the total project schedule for BN-18-A1, the contract states "The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension."

The fill material to complete the LOMR work for Improvement District BN-18-A1 was to be supplied by Improvement District FM-17-C1. Improvement District FM-17-C1 bid Substantial Completion Date was September 1, 2018, which included the placement of the material into designated stockpile locations within Improvement District BN-18-A1. On August 17, 2018 KPH started hauling borrow material from the pond and placing within the LOMR areas. Northern Technologies LLC deemed the material in the pond unsuitable for LOMR work on August 23, 2018. At this time City of Fargo Staff worked on supplying a new borrow site for the LOMR material to finish the project. On September 1, 2018 the City of Fargo gave KPH permission to start excavating out of the new borrow sites. The time lost due to unsuitable borrow material for Improvement District BN-18-A1 was 10 Calendar days.

In conclusion, Engineering feels that 33 calendar days of delays were incurred on Improvement District BN-18-A1 and 22 calendar days were lost due to the failure to diligently prosecute the work. In total 33 calendar days minus 22 calendar days results in an additional 11 days added to the contract. The time between November 7, 2018 and April 29, 2019 will be added to the Final Completion Date due to winter suspension.

Recommended Motion:

Approve Change Order #2 for the time extension to the Final Completion Date as shown below:

Original Completion Dates	Revised This Memo
Substantial – November 1, 2018 Final – May 1, 2019	Substantial – May 3, 2019 Final – June 2, 2019

JTL\KLO
 Attachments

Improvement District No	BN-18-A1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	11/7/2018	For	KPH, Inc.

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

EXPLANATION OF CHANGE: Change Order # 2

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 2 (\$)										
Previous Change Orders (\$)										
Original Contract Amount (\$)										
Total Contract Amount (\$)										
0.00										
2,075,244.22										
2,075,244.22										

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		
11/01/2018	10/01/2018	230.00	244.00	05/03/2019	06/02/2019		

Description

Improvement District BN-18-A1 is for the new development of Bison Meadows 2nd Addition. KPH is the Prime Contractor for this project. In addition the borrow material for the LOMR was supplied by Improvement District FM-17-C1 and KPH was also the Prime Contractor for this project.

City of Fargo Engineering Staff feels a reasonable start date for the project would have been May 28, 2018. With the project not starting until June 19, 2018 Engineering Staff feels that 22 calendar days (16 working days) were lost on the contract. In addition, the LOMR work didn't start until all of the underground was installed.

After reviewing KPH's time extension, Engineering concludes that 23 calendar days (17 working days) of delays occurred on Improvement District BN-18-A1 due to weather is justified.

When looking at the total project schedule for BN-18-A1, the contract states "The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension."

The fill material to complete the LOMR work for Improvement District BN-18-A1 was supplied by Improvement District FM-17-C1.

Improvement District FM-17-C1 bid substantial completion date was September 1, 2018 which included the placement of the material into designated stockpile locations within Improvement District BN-18-A1.

On August 17, 2018 KPH started hauling borrow material from the pond and placing within the LOMR areas. The material in the pond was deemed unsuitable in the pond for LOMR work on August 23, 2018 by Northern Technologies LLC. At this time City of Fargo Staff work on supplying a new borrow site for the LOMR material to finish the project. On September 1, 2018 the City of Fargo gave KPH, INC permission to start excavating out of the new borrow sites. The time lost due to unsuitable borrow material for Improvement District BN-18-A1 was 10 Calendar days.

In conclusion, Engineering feels that 33 calendar days of delay were incurred on Improvement District BN-18-A1 and 22 calendar days were lost due to the failure to diligently prosecute the work. In total 33 calendar days minus 22 calendar days results in an additional 11 days added to the contract. The time between November 7, 2018 and April 29, 2019 will be added to the final completion due to winter suspension.

Revised completion dates with Change Order # 2:

- Revised Substantial Date - May 3, 2019
- Revised Final Completion Date - June 2, 2019

APPROVED

APPROVED DATE

For Contractor

KPH, Inc.

Department Head

[Signature] 5/14/19

Title		Mayor	Attest

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(27)

Improvement District No. BN-18-E1

Type: Final Balancing Change Order #2

Location: 38th St & 26th Ave S

Date of Hearing: 5/13/2019

RoutingDate

City Commission

5/20/2019

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Final Balancing Change Order #2 in the amount of \$17,681.01, bringing the total contract amount to \$767,680.26.

Staff is recommending approval of Final Balancing Change Order #2, in the amount of \$17,681.01.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Final balancing Change Order #2.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$17,681.01 to KPH, Inc., bringing the total contract amount to \$767,680.26.

PROJECT FINANCING INFORMATION:

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

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

Yes	No
	N/A
	N/A
	N/A

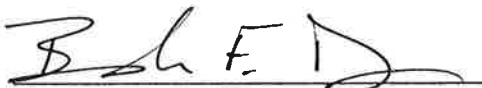
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Satterlund, Project Manager
Date: April 25, 2019
Re: Improvement District No. BN-18-E1 – Final Balancing Change Order #2

Background:

Improvement District No. BN-18-E1 is for installation of underground utilities and asphalt paving on 38th Street north of 30th Avenue South.

Attached is Final Balancing Change Order #2 in the amount of \$17,681.01 for Improvement District No. BN-18-E1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$749,999.25. Change Order #1 was for a time extension due to weather. This FBCO will bring the project final amount to \$767,680.26 (2.36% increase). This Improvement District is a combination of Special Assessment and TIFF funding.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$17,681.01 to KPH, Inc.

JTS/klb
Attachment

C: Thomas Knakmuhs



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

Improvement District No	BN-18-E1	Change Order No	2
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	4/25/2019	For	KPH, Inc.

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	4	Sediment Control Log 6" to 8" Dia	LF	25.00	0.00	25.00	0.00	5.25	-131.25
	5	Inlet Protection - Existing Inlet	EA	7.00	0.00	7.00	2.00	135.00	-675.00
Miscellaneous Sub Total (\$)									-806.25
Sanitary Sewer	10	F&I Pipe SDR 26 - 6" Dia PVC	LF	260.00	0.00	260.00	272.00	26.00	312.00
	11	F&I Pipe SDR 26 - 8" Dia PVC	LF	40.00	0.00	40.00	38.01	34.00	-67.66
	12	F&I Pipe SDR 35 - 12" Dia PVC	LF	820.00	0.00	820.00	822.02	35.00	70.70
Sanitary Sewer Sub Total (\$)									315.04
Water Main	13	F&I Fittings C153 Ductile Iron	LB	683.00	0.00	683.00	795.00	6.00	672.00
	16	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	120.00	0.00	120.00	99.00	22.00	-462.00
	17	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	170.00	0.00	170.00	154.00	27.00	-432.00
	18	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	735.00	0.00	735.00	728.90	38.00	-231.80
	21	F&I Hydrant Ext. 6" High	EA	2.00	0.00	2.00	1.00	775.00	-775.00
	22	F&I Hydrant Ext. 12" High	EA	2.00	0.00	2.00	1.00	875.00	-875.00
	23	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	100.00	0.00	100.00	102.00	65.00	130.00
Water Main Sub Total (\$)									-1,973.80
Storm Sewer - Local	25	Remove Pipe All Sizes All Types	LF	140.00	0.00	140.00	136.00	17.00	-68.00
	28	F&I Pipe 15" Dia Reinf Conc	LF	340.00	0.00	340.00	340.16	57.00	9.12



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

Storm Sewer - Local	29	F&I Pipe w/GB 15" Dia Reinf Conc	LF	80.00	0.00	80.00	-2.00	78.00	68.00	-136.00
Storm Sewer - Regional Retention	38	F&I Manhole Type E Reinf Conc	EA	5.00	0.00	5.00	-1.00	4.00	6,450.00	-194.88
	39	F&I Pipe Arch Equiv 42" Reinf Conc	LF	70.00	0.00	70.00	30.00	100.00	155.00	-6,450.00
	40	F&I Pipe Arch Equiv 48" Reinf Conc	LF	445.00	0.00	445.00	-0.57	444.43	185.00	4,650.00
	41	F&I Pipe 36" Dia Reinf Conc	LF	470.00	0.00	470.00	-13.00	457.00	105.00	-105.45
	42	F&I Pipe 42" Dia Reinf Conc	LF	185.00	0.00	185.00	7.30	192.30	130.00	-1,365.00
	43	F&I Pipe 48" Dia Reinf Conc	LF	430.00	0.00	430.00	-5.00	425.00	150.00	949.00
	73	* 12" RCP FES to pick up existing field drainage	LS	0.00	0.00	0.00	1.00	1.00	1,800.00	-750.00
Storm Sewer - Regional Retention Sub Total (\$)										
Paving	50	Subcut	CY	1,320.00	0.00	1,320.00	-159.00	1,161.00	5.00	1,800.00
	54	F&I Curb & Gutter Standard (Type II)	LF	1,700.00	0.00	1,700.00	7.00	1,707.00	15.50	-1,271.45
	55	F&I Sidewalk 4" Thick Reinf Conc	SY	1,060.00	0.00	1,060.00	266.00	1,326.00	41.00	-795.00
	56	F&I Driveway 7" Thick Reinf Conc	SY	136.00	0.00	136.00	-1.00	135.00	70.00	108.50
	57	F&I Aggregate for Asph Pavement FAA 43	TON	1,555.00	0.00	1,555.00	187.41	1,742.41	37.00	10,906.00
	58	F&I Asphalt Cement PG 58-34	GAL	20,300.00	0.00	20,300.00	2,286.84	22,586.84	2.00	-70.00
	64	Weed Control Type B	SY	1,800.00	0.00	1,800.00	-1,800.00	0.00	0.10	6,934.17
Paving Sub Total (\$)										21,477.35
Signing	67	Relocate Sign Assembly	EA	2.00	0.00	2.00	1.00	3.00	135.00	135.00
Signing Sub Total (\$)										17,681.01
Grand Total (\$)										

* NC Items

Summary**Source Of Funding**

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

17,681.01
0.00
749,999.25



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount (\$)

767,680.26

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/02/2018	09/01/2018	0.00	0.00	07/02/2018	09/01/2018

Description

APPROVED

KPH, Inc.

For Contractor

Title

[Signature]
President

APPROVED DATE

Department Head

Mayor

Attest

[Signature] 5/15/19

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(28)

Improvement District No. AN-19-G

Type: Alley Paving

Location: Robert's Alley from 1st to 2nd Ave N

Date of Hearing: 5/13/2019

RoutingDate

City Commission

5/20/2019

PWPEC File

X

Project File

Brenda Derrig

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding the creation of an Improvement District for the design and construction of a petitioned alley improvement in the 100 block of Robert's Alley. The petition received represents the majority of the property impacted.

Staff is recommending the creation of Improvement District AN-19-G and add it to the 2019 CIP for the removal and replacement of the east public alley between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition.

On a motion by Kent Costin, seconded by Bruce Gubb, the Committee voted to recommend approval for the design and creation of an improvement district for the alley.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the design and creation of an improvement district for the paving of the alley between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition and add to the 2019 CIP.

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

Developer meets City policy for payment of delinquent specials

Yes NoN/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/ACOMMITTEEPresent Yes No Unanimous

Tim Mahoney, Mayor

☐☐☐☒

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Brenda E. Derrig, City Engineer
Date: May 9, 2019
Subject: Alley Paving Petition for Improvement District AN-19-G
Location: Robert's Alley from 1st to 2nd Avenues North

Attached you will find a copy of a petition for an alley paving between 1st and 2nd Avenues North. We have determined that the petition represents the majority of the property impacted.

This project is not currently on the approved CIP plan and will need to be added.

Staff is recommending approval of the petition and seeking permission to create an Improvement District to provide for the construction of the alley in the 2019 construction season. It is recommended that the alley be constructed of 7" reinforced concrete. 100% of the cost will be special assessed. This project will include installation of conduit for the purpose of burying the overhead powerlines in the future.

Engineering has been working with the Developer and business owners to design the project.

Recommended Motion:

Approve the creation of Improvement District AN-19-G and add it to the 2019 CIP for the removal and replacement of the east public alley between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition.

Attachment
BED/jmg



Kilbourne Group
210 Broadway, Suite 300
Fargo, ND 58102
p: (701) 237-2279
e: info@kilbournegroup.com
www.kilbournegroup.com

July 13, 2018

Brenda Derrig
City of Fargo
200 3rd Street N
Fargo, ND 58102

Re: Roberts Alley Reconstruction Request

Dear Ms. Derrig

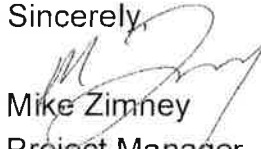
Kilbourne Group is requesting the City consider the reconstruction of the 100 Block of Roberts Alley. The existing surface has considerable deterioration and drainage issues. In addition, we plan to begin construction on the Kesler lot in 2019 and would encourage the City to consider coordinating with Xcel to bury the powerlines as part of this project.

The recent construction of Roberts Commons and the current construction of Dillard has highlighted a number of significant barriers in completing infill projects adjacent to overhead powerlines and transformers:

- The close proximity of the powerline and transformers present very real safety issues during construction
- The location of powerlines is causing us to consider not building directly to the alley property lines, which is permitted by DMU zoning. Zero lot line construction is the standard in downtown and deviating from this reduces property utilization, total investment, and subsequently property tax potential for the city.
- The powerlines have resulted in a section of Roberts Commons exterior not being able to be completed.
- The powerlines and transformers have slowed the construction of Dillard and the northwest corner of the building will not be able to be completed until the lines are buried.
- The presence of powerlines adjacent to these buildings presents ongoing exterior maintenance issues as only Xcel linemen are allowed to be in close proximity the overhead lines and transformer decks.

Thank you for your consideration for the reconstruction of the 100 block of Roberts Alley. We also hope you strongly consider burying the powerlines during reconstruction to make further infill development possible on this block.

Sincerely,



Mike Zimney
Project Manager

Enc. Alley Paving Petition

We, the undersigned, do hereby certify that we own the lots or parcels of land corresponding to the addresses following each name subscribed hereto, and

We respectfully petition the Board of Commissioners to take such action as may be required by law to construct:

Reconstruct the alley (paving and storm sewer) west of Broadway between 2nd – 4th Ave

at the location described following: Roberts Alley – 1st to 2nd Ave N

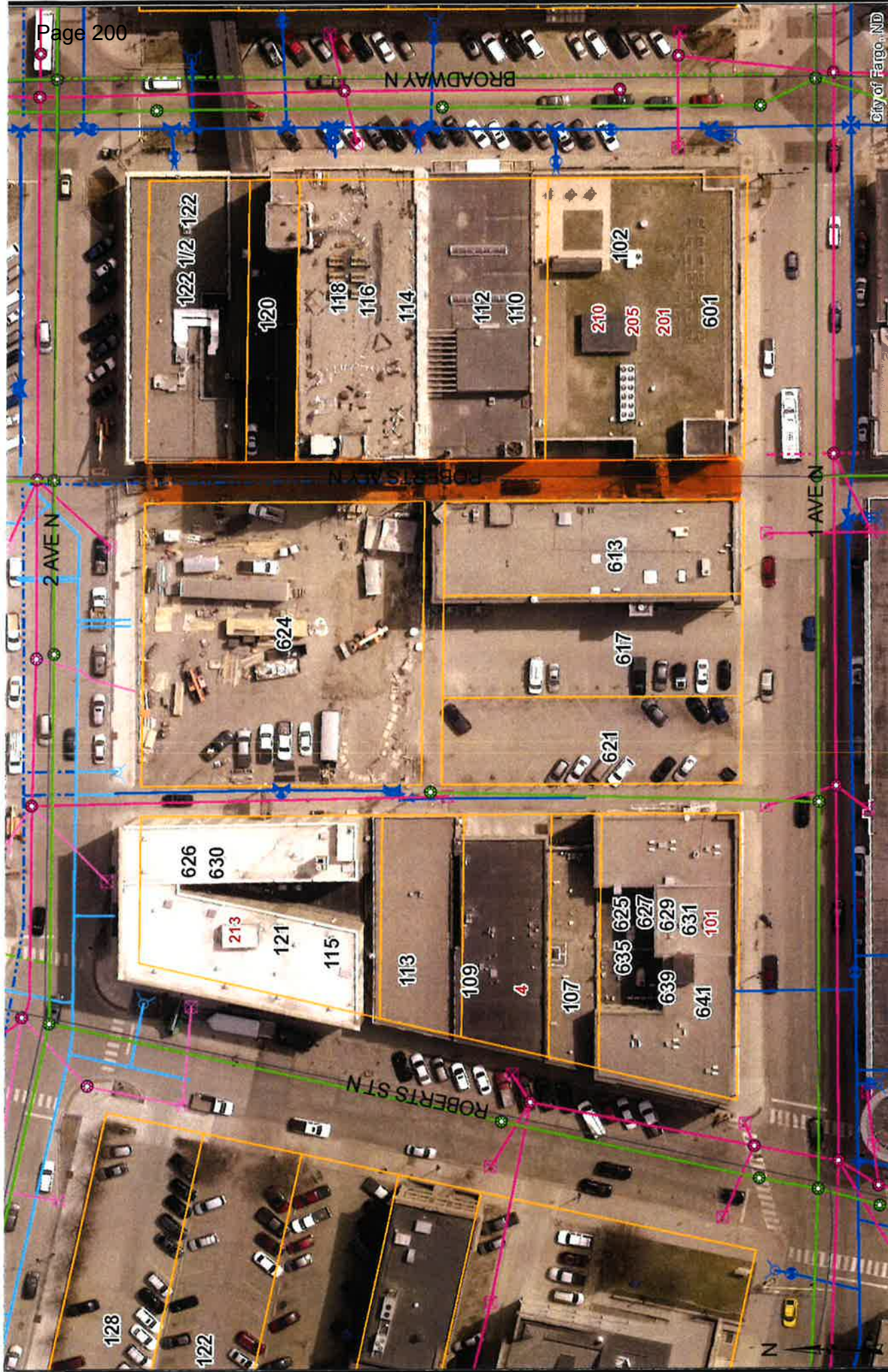
And by our signatures affixed hereto declare that we understand and agree that the funds necessary to defray the cost and expense of such Special Improvement shall and will be provided by and from special assessments levied against property benefited by such improvement.

Submitted by: Mike Zimney

Address: 210 Broadway N – Suite 300

Telephone No: 701.237.2279

[illegible]



City of Fargo, ND

Roberts Alley

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

1:1,128

5/10/2019 2:46:26 PM

This map is not a substitute for a professional survey or for location, natural resources, lines, and other adjacent features.

COVER SHEET
CITY OF FARGO PROJECTS

29

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

P.C. Concrete Alley Paving & Incidentals

Improvement District No. AN-19-G

Call for Bids May 20, 2019

Advertise Dates May 27 & June 3, 2019

Bid Opening Date June 26, 2019

Substantial Completion Date October 12, 2019

Final Completion Date October 30, 2019

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Rick Larson

Phone No. (701) 476-6634

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-19-G

Type: Alley Paving

Location: Robert's Alley from 1st to 2nd Ave N

Date of Hearing: 5/13/2019

RoutingDate

City Commission

5/20/2019

PWPEC File

X

Project File

Brenda Derrig

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding the creation of an Improvement District for the design and construction of a petitioned alley improvement in the 100 block of Robert's Alley. The petition received represents the majority of the property impacted.

Staff is recommending the creation of Improvement District AN-19-G and add it to the 2019 CIP for the removal and replacement of the east public alley between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition.

On a motion by Kent Costin, seconded by Bruce Gubb, the Committee voted to recommend approval for the design and creation of an improvement district for the alley.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the design and creation of an improvement district for the paving of the alley between Roberts Street and Broadway, between 1st and 2nd Avenues North in Robert's Addition and add to the 2019 CIP.

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

Developer meets City policy for payment of delinquent specials

Yes NoN/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/ACOMMITTEE

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

ATTEST:



Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

ENGINEER'S REPORT

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-19-G

Nature & Scope

This project is for the reconstruction of the east most alley located from 1st Avenue North to 2nd Avenue North between Broadway North and Roberts Street North (commonly referred to as Roberts Alley) located in Block 2 Roberts Addition and Hagaman's Subdivision.

Purpose

This project will replace the existing alley with new as requested by the property owners.

Feasibility

The estimated cost of construction is \$404,728. The project will be paid for entirely from Special Assessments and Utility Funds. A breakdown of costs is as follows:

Estimated Construction Cost:

<u>Assessed Portion:</u>	\$ 116,070
Engineering Fees (6%):	\$ 6,964
Legal & Misc Fees (3%):	\$ 3,482
Administration Fees (6%):	\$ 6,964
Interest Fees (4%):	\$ 4,643
Total Estimated Amount Assessed:	\$ 138,123

<u>City Portion:</u>	\$ 288,658
Engineering Fees (6%):	\$ 17,319
Legal/Misc Fees (3%):	\$ 8,660
Interest (4%):	\$ 11,546
Total Estimated City Cost:	\$ 326,183

<u>Total:</u>	
Estimated Construction Cost:	\$ 404,728
Engineering Fees (6%):	\$ 24,283
Legal/Misc Fees (3%):	\$ 12,142
Administration Fees (1.72%):	\$ 6,964
Interest (4%):	\$ 16,189
Total Estimated Cost:	\$ 464,306

Project Funding Summary:

Assessed Cost (29.75%):	\$ 138,123
City Cost (Utility Funds – 70.25%):	\$ 326,183

We believe this project is cost effective.



T. Knakmuhs
Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

P.C. CONCRETE ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-19-G

LOCATION:

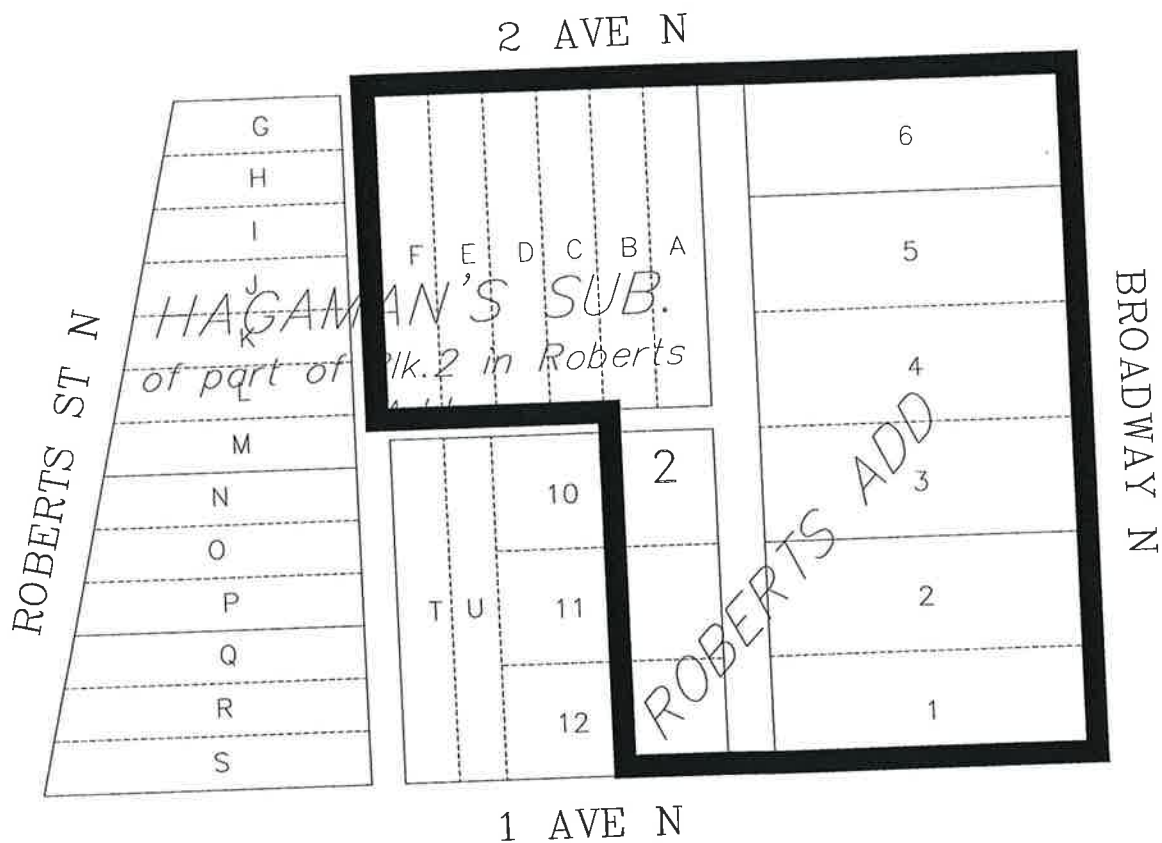
The east most alley from 1st Avenue North to 2nd Avenue North between Broadway North and Roberts Street North.

COMPRISING:

Lots 1 through 6 and the east 50 feet of Lots 10 through 12, Block 2.
All in Roberts Addition.

Lots A through F.
All in Hagaman's Subdivision of part of Block 2 in Robert's Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ALLEY PAVING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-19-G

May 15, 2019

30

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-19-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 15, 2019, for Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals, Improvement District No. BN-19-C1, located at Golden Valley 2nd Addition.

The bids were as follows:

Dirt Dynamics	\$794,882.54
Northern Improvement Co.	\$798,609.02
Fox Underground	\$806,105.45
FM Asphalt LLC	\$829,007.90
Border States Paving, Inc.	\$841,380.97
Dakota Underground Co., Inc.	\$986,488.00

Engineer's Estimate	\$844,754.80
---------------------	--------------

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$794,882.54 as the lowest and best bid. No protests have been received.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-19-C1****Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In****Golden Valley 2nd Addition**

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & In Improvement District # BN-19-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	450.00	2.00	900.00
2 F&I Manhole 4' Dia Reinf Conc	EA	6.00	4,334.00	26,004.00
3 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	5,984.00	5,984.00
4 F&I Pipe SDR 26 - 6" Dia PVC	LF	1,434.00	23.00	32,982.00
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,194.00	37.00	44,178.00
6 F&I Pipe SDR 26 - 12" Dia PVC	LF	256.00	48.00	12,288.00
7 Connect Pipe to Exist Pipe	EA	2.00	207.00	414.00
Sanitary Sewer Total				122,750.00
Cass Rural Water Main				
8 F&I Fittings C153 Ductile Iron	LB	968.00	5.40	5,227.20
9 F&I Hydrant	EA	2.00	4,250.00	8,500.00
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	33.00	28.50	940.50
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	611.00	25.00	15,275.00
12 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,076.00	34.00	36,584.00
13 F&I Gate Valve 6" Dia	EA	2.00	1,300.00	2,600.00
14 F&I Gate Valve 8" Dia	EA	1.00	1,650.00	1,650.00
15 F&I Gate Valve 12" Dia	EA	4.00	2,700.00	10,800.00
16 F&I Pipe 1" Dia Water Service	LF	1,623.00	16.00	25,968.00
17 Connect Water Service	EA	33.00	863.00	28,479.00
18 Connect Pipe to Exist Pipe	EA	2.00	817.00	1,634.00
Cass Rural Water Main Total				137,657.70
Storm Sewer				
19 F&I Manhole 5' Dia Reinf Conc	EA	2.00	3,431.00	6,862.00
20 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4.00	2,710.00	10,840.00
21 F&I Inlet - Single Box (SBI) Reinf Conc	EA	7.00	2,338.00	16,366.00
22 F&I Inlet - Round (RDI) Reinf Conc	EA	3.00	1,408.00	4,224.00
23 F&I Pipe 12" Dia	LF	198.00	24.00	4,752.00
24 F&I Pipe 12" Dia Reinf Conc	LF	24.00	42.00	1,008.00
25 F&I Pipe 18" Dia Reinf Conc	LF	505.00	45.00	22,725.00
26 F&I Pipe 24" Dia Reinf Conc	LF	468.00	54.00	25,272.00
27 F&I Pipe w/GB 12" Dia Reinf Conc	LF	60.00	56.00	3,360.00
28 F&I Pipe w/GB 18" Dia Reinf Conc	LF	158.00	68.00	10,744.00
29 Connect Pipe to Exist Pipe	EA	1.00	382.00	382.00
Storm Sewer Total				106,535.00
Paving				
30 Remove Curb & Gutter	LF	88.00	10.00	880.00
31 Remove Sidewalk All Thicknesses All Types	SY	10.00	15.00	150.00
32 Subgrade Preparation	SY	5,213.00	1.90	9,904.70
33 Subcut	CY	1,738.00	4.00	6,952.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-19-C1****Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete
Curb & Gutter, Asphalt Pavement & In**

34 F&I Woven Geotextile	SY	5,213.00	1.90	9,904.70
35 F&I Class 5 Agg - 8" Thick	SY	5,213.00	8.14	42,433.82
36 F&I Edge Drain 4" Dia PVC	LF	3,280.00	7.42	24,337.60
37 F&I Curb & Gutter Mountable (Type I)	LF	3,280.00	15.70	51,496.00
38 F&I Sidewalk 4" Thick Reinf Conc	SY	430.00	46.00	19,780.00
39 F&I Sidewalk 6" Thick Reinf Conc	SY	25.00	54.00	1,350.00
40 F&I Det Warn Panels Cast Iron	SF	116.00	43.20	5,011.20
41 F&I Aggregate for Asph Pavement FAA 43	TON	1,700.00	42.50	72,250.00
42 F&I Asphalt Cement PG 58-34	GAL	23,040.00	2.70	62,208.00
43 F&I Pavement 6" Thick Reinf Conc	SY	160.00	67.50	10,800.00
44 F&I Pavement 9" Thick Reinf Conc	SY	136.00	78.30	10,648.80
45 Casting to Grade - Blvd	EA	5.00	350.00	1,750.00
46 Casting to Grade - no Conc	EA	12.00	550.00	6,600.00
47 GV Box to Grade - Blvd	EA	3.00	150.00	450.00
48 GV Box to Grade - no Conc	EA	4.00	225.00	900.00
49 Mulching Type 1 - Hydro	SY	7,615.00	0.36	2,741.40
68 Seeding Type B	SY	7,615.00	0.29	2,208.35
Paving Total				342,756.57

Signing

51 F&I Sign Assembly & Anchor	EA	9.00	111.00	999.00
52 F&I Engineering Grade	SF	36.40	10.50	382.20
53 F&I Diamond Grade Cubed	SF	31.30	18.90	591.57
54 F&I High Intensity Prismatic	SF	10.00	16.80	168.00
55 F&I Barricade Type III	EA	1.00	646.00	646.00
Signing Total				2,786.77

Street Lighting

56 F&I Base 5' Deep Reinf Conc	EA	10.00	1,533.00	15,330.00
57 F&I Conductor #6 USE Cu	LF	1,450.00	4.78	6,931.00
58 F&I Innerduct 1.5" Dia	LF	1,450.00	4.00	5,800.00
59 F&I Luminaire Type A	EA	10.00	1,355.00	13,550.00
60 F&I Pull Box	EA	1.00	2,220.00	2,220.00
61 F&I Light Standard Type A	EA	10.00	1,207.00	12,070.00
Street Lighting Total				55,901.00

Site Grading

62 Topsoil - Strip & Spread	LS	1.00	15,587.00	15,587.00
63 Silt Fence - Heavy Duty	LF	1,500.00	2.62	3,930.00
Site Grading Total				19,517.00

Miscellaneous

64 Inlet Protection - Existing Inlet	EA	4.00	136.50	546.00
65 Inlet Protection - New Inlet	EA	11.00	157.50	1,732.50
66 Stormwater Management	LS	1.00	1,700.00	1,700.00
67 Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
Miscellaneous Total				6,978.50

Total Construction in \$ 794,882.54

Engineering	7.00 %	55,641.78
Legal & Misc	3.00 %	23,846.48
Contingencies	10.00 %	79,488.25
Administration	6.00 %	47,692.95
Interest	4.00 %	31,795.30

Total Estimated Costs 1,033,347.30

Special Assessments 854,392.29

Cass Rural WUD Funds 178,955.01

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-19-C1

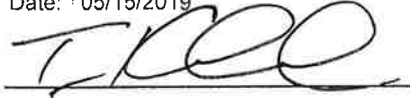
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete
Curb & Gutter, Asphalt Pavement & In

Unfunded Costs

0.00

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

Date: 05/15/2019



Tom Knakmuhs
Assistant City Engineer

