

Monday, April 20, 2020 - 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. *****PLEASE NOTE** that in an effort to exercise the CDC's prevention guidelines pertaining to social distancing and gatherings, only ten individuals can be in attendance. Members of the public and media are encouraged to view the meeting in an alternative method, including the following: via a livestream hosted on the City of Fargo's Facebook (questions and comments will be monitored during the Commission Meeting) and Twitter accounts, on the web at www.TVFargo.com or via the Fargo Access Channel 56.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 6, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Prairie Grove Fifth Addition.
- 2. Agreement Regarding Special Assessments with The Municipal Airport Authority.
- 3. Amended application for Games of Chance for Knights of Columbus Council 11930 for a raffle on 6/18/20.
- 4. Resolution Moratorium Pertaining to the Mandatory Meeting – Fargo Municipal Code 25-1504.3.
- 5. Permanent Easement (Sanitary Sewer) and Agreement to Maintain Sanitary Sewer with Great Plains 1001 Holdings, LLC.
- 6. Drainage Easement Use Agreement with PSJ Acquisition, LLC.
- 7. Right of Way Use Agreement with Great Plains Mercantile Holdings, LLC.
- 8. Amended Engineer's Report for Project No. SR-20-A.
- 9. Bid award for Project No. TR-20-A1.
- 10. Receive and file General Fund – Budget to Actual through March 2020 (unaudited).
- 11. Receive and file Financial Status Report First Quarter 2020 for major operating funds (unaudited).
- 12. Contractor's Release of Claims with United States of America.

Page 12. Actions related to the Community Development Block Grant (CDBG)/HOME Investment Partnerships Programs.

14. Agreement with The Arts Partnership.
15. Purchase Agreement with Great Plains 1001 Holdings, LLC for redevelopment of 11 11th Street North.
16. Bid award for development of City-owned property at 314, 320, 324 7th Street North and 712 4th Avenue North (RFP20067).
17. Developer Agreement with Rebuilding Together Fargo-Moorhead Area, Inc. for the redevelopment of 1015, 1019, 1023 and 1027 13th Avenue South, pending legal review.
18. Change Order No. 1 for an increase of \$34,606.27 for Project No. WA1862.
19. Bills.
20. Change Order No. 4 for an increase of \$84,465.10 and time extension to 6/15/20 for Improvement District No. BN-18-F2.
21. Bid award for Improvement District Nos. BN-20-C1, BR-20-B1, NN-19-A1 and PR-20-E1.
22. Purchase Agreement with Earlyne Hector in association with Improvement District Nos. BN-20-C1 and NN-20-A1.
23. Memorandum of Offers to the following Landowners in association with Improvement District No. BN-20-C1:
 - a. Ernest E. Iverson for a temporary easement.
 - b. Matthew S. and Angela K. Hjelseth for a temporary easement.
 - c. Michael J. Stock for a permanent easement.
 - d. Justin W. and Lindsey D. Fraase for permanent and temporary easements.
24. Create Improvement District No. SL-20-E.
25. Contract and bond for Improvement District No. PR-20-C1.

REGULAR AGENDA:

26. Applications for property tax exemptions for improvements made to buildings:
 - a. Rhet and Maha Fiskness, 77 Prairiewood Drive South (3 year).
 - b. Anthony and Katelyn Breidenbach, 2805 Parkview Drive South (3 year).
 - c. Stacie and Brian King, 3737 River Drive South (5 year).
 - d. Rick and Jennifer Barrett, 1025 8th Street North (5 year).
 - e. Ruby Rules LLC, 321 4th Street North (5 year).
 - f. Anna Lindberg and Benjamin Holsen, 407 7th Avenue South (5 year).
 - g. Lindberg Enterprise LLC, 1617 10th Street North (5 year).
 - h. Kristen L. Bye, 1024 11th Street North (5 year).
 - i. Jonathan and Roger Thorseth, 3010 8th Street North (5 year).
27. Public Hearings - 5:15 pm:
 - a. CONTINUE to 5/18/20 – Application filed by Spirit Properties d/b/a Edgewood Tavern for a Class “FA-Golf” Alcoholic Beverage License at 19 Golf Course Avenue North.

- b. Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19, 11/18/19, 12/16/19, 1/27/20, 2/10/20, 2/24/20 and 4/6/20 Regular Meetings

28. COVID-19 Update:

- a. Discussion from Cass Clay Food Partners on food access needs and issues related to COVID-19.
- b. Discussion regarding the CARES Act-Emergency Fund Relief and Updates.
- c. Update from the Transit Department.

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.

①

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request December 3, 2019; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 23, 2020,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Prairie Grove Fifth Addition to the City of Fargo, Cass County, North Dakota, is hereby rezoned from "LC", Limited Commercial, District with a "C-O", Conditional Overlay, District to "MR-3", Multi-Dwelling Residential, District with the existing "C-O", Conditional Overlay, District is hereby repealed in its entirety.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. 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:

Office of the City Attorney

City Attorney
Erik R. Johnson

April 16, 2020

Assistant City Attorney
Nancy J. Morris

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

RE: Deferral of Special Assessments Agreement for the Municipal Airport Authority

Dear Commissioners,

After long and arduous negotiations, I present to you for approval today a Deferral of Special Assessments Agreement for the Municipal Airport Authority relative to Projects 5130 and Bn-16-C. These deferrals were approved by Finance, as stated in the attached ROA's completed by City Engineer Brenda Derrig. The deferrals represent the operation of Fargo Municipal Code § 20-03-6 and 14 CFR Part 77, which restricts development of airport property in the interests of aviation safety. The length of the deferral is for 10 years, at which time the configuration of the airport and the use of all or a portion of the property will be reviewed. Provided that all conditions remain the same, it is intended that this Agreement will be renewed or extended, as appropriate. Parcels presently under lease to a higher use have been excluded from the deferral. The agreement further provides that if any additional parcels are developed to a higher use, the deferral will be removed and the special assessments will become payable.

SUGGESTED MOTION: I move to concur with the Finance Committee and approve the Agreement Regarding Special Assessments with the Municipal Airport Authority, and defer the special assessments related to Projects BN-16-C1 and 5130, in accordance with the terms therein.

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

Sincerely,



Nancy J. Morris
Assistant City Attorney

NJM/al
Enclosures

REPORT OF ACTION**FINANCE COMMITTEE****Improvement District:** BN-16-C**Type:** Deferral**Location:** Municipal Airport Authority**Date of Hearing:** April 29, 2019

<u>Routing</u>	<u>Date</u>
City Commission	4/20/2020
Project File	<u>Dan Eberhardt</u>

The Committee received correspondence from Municipal Airport Authority Attorney Stacey Tjon Bossart regarding a deferral request for the Airport on Improvement District BN-16-A0. Assistant City Attorney, Nancy Morris and Special Assessment Coordinator Dan Eberhardt have been working with the Airport Authority on their request. The Airport property is undeveloped farmland for purposes of providing a buffer zone, which places building restrictions near the airport to protect aircraft utilizing the Airport's runways. This property cannot be built upon with any structure and is categorized as unbuildable and/or will see a future benefit as the project is extended.

MOTION:

On a motion by Dave Piepkorn, seconded by Bruce Grubb, the Finance Committee voted to approve the deferral request for the Airport.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>		
Mike Redlinger, Assistant City Administrator	<u>X</u>	<u>X</u>		
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor	<u>X</u>	<u>X</u>		

Tim Mahoney, Finance Committee Chair

REPORT OF ACTION**FINANCE COMMITTEE****Improvement District:** 5130**Type:** Special Assessment Deferral**Location:** Municipal Airport Authority**Date of Hearing:** December 5, 2016

<u>Routing</u>	<u>Date</u>
City Commission	4/20/2020
Project File	<u>Dan Eberhardt</u>

The Municipal Airport Authority submitted a letter of request for a special assessment deferral. The Authority had a deferral contract that has since expired. The construction associated with this District was completed prior to the annexation of the Airport property.

MOTION:

On a motion by Bruce Grubb, seconded by Dave Piepkorn, the Finance Committee voted to approve the deferral request for the Municipal Airport Authority for Improvement District #5130.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>	<u>X</u>		
Dave Piepkorn, City Commissioner	<u>X</u>	<u>X</u>		
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>		
Mark Bittner, Director of Engineering	<u>X</u>	<u>X</u>		
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>		
Steve Sprague, City Auditor				

Tim Mahoney, Finance Committee Chair

AGREEMENT REGARDING SPECIAL ASSESSMENTS

THIS AGREEMENT, made and entered into by and between The Municipal Airport Authority of the City of Fargo, ("Airport") and the City of Fargo, a North Dakota Municipal Corporation ("City").

Recitals

WHEREAS, Airport is the fee simple owner of land referred to herein as the "Airport Property" defined in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Subject Property"); and

WHEREAS, City has made improvements as described in Exhibits B attached hereto and incorporated herein by reference; and

WHEREAS, City has established a property improvement project; namely, Improvement District Number BN-16-C wherein the City installed a storm sewer, sanitation sewer, water, street paving with curb and gutter and street lights; and,

WHEREAS, City has previously established a property improvement project; namely, Improvement District Number 5130 wherein the City installed a water main; and,

WHEREAS, Airport requested a deferral of the Special Assessments attributable to project 5130, a project that was constructed prior to annexation of the Airport property. The Finance Committee recommended approval of a deferral in accordance with Fargo Municipal Code §3-1004 for a period of ten years, on December 5, 2016; and,

WHEREAS, Airport requested a deferral of the Special Assessments attributable to project BN-16-C. The Finance Committee recommended approval of the deferral in accordance with Fargo Municipal Code §3-1004 on April 29, 2019; and,

WHEREAS, Project 5130 and Project BN-16-C abut and run adjacent to undeveloped farm land owned by the Airport for purposes of providing a buffer zone to the airport and airport airspace to comply with provisions of Fargo Municipal Code §20-0306 - HIA-O, Hector

International Airport Overlay and 14 CFR Part 77; all of which place building restrictions on property located near the airport as it relates to the protection of aircraft utilizing the Airport's runways in that said property cannot be built upon with any structure except as set forth therein.

Agreement

NOW, THEREFORE, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties hereto as follows:

1. Ownership. The undersigned is the owner of the Subject Property which has been annexed to, and is presently incorporated as part of the City of Fargo.
2. Public Improvements to Property. Owner understands and agrees that public improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other municipal improvements which are enumerated in North Dakota Century Code § 40-22-01 have been constructed, and that City believes the improvements benefit the Subject Property as designed on Exhibit B attached hereto and incorporated herein by reference, and that special assessments therefore will be levied and assessed against the Subject Property for such improvements.
3. Restricted Development. City further understands and agrees that the Subject Property is restricted from development in accordance with Fargo Municipal Code § 20-0306.
4. Deferral of Certification of Special Assessment. City further agrees to defer the certification of annual installments of special assessments levied against the Subject Property for any improvements constructed and installed as provided above, as follows:
 - a. Ten (10) years from the date of Notice of Special Assessment, which deferral shall be renewed for successive additional 10-year periods for so long as the Subject Property continues to be subject to Fargo Municipal Code §20-0306.
 - b. Development of the Subject Property to a higher use than at the time of this Agreement, i.e., the application for a building permit on the deferred property not restricted by Fargo Municipal Code §20-0306. Deferral shall be removed as to that property only.
5. Annual Review. On or before October 1 of each year during the term of the deferral agreement, the City will determine continued applicability of Fargo Municipal Code §20-0306 for purposes of determining whether or not the Special Assessment deferral should be renewed.
6. Assessment Period – Interest During Period of Deferral. At such time as annual installments of special assessments are certified for collection, the total amount to be assessed shall be spread over a period time of not to exceed twenty-five (25) years and the annual installments shall be determined in accordance with N.D. Cent. Code §§ 40-24-04 through 40-24-08. Interest shall accrue in accordance with Fargo Municipal Code §3-1004.

7. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.
8. Termination. In the event the above-described property located in Cass County, North Dakota may be built upon due to a change in the physical layout of the airport or a change in the law, the Airport understands and agrees that at that time it would be subject to the special assessments assessed against the Subject Property.
9. Binding Agreement. This agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.
10. Recording. The parties understand and agree that this agreement shall be recorded in the office of the Cass County Recorder.

Dated this 14 day of April, 2020.

**THE MUNICIPAL AIRPORT AUTHORITY
OF THE CITY OF FARGO, NORTH DAKOTA**

By: Tammy A. Linn
Tammy A. Linn, Chairman

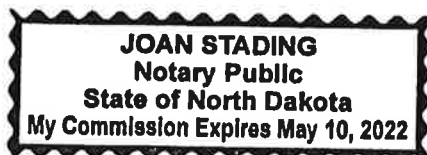
By: Shawn A. Dobberstein, A.A.E.
Shawn A. Dobberstein, A.A.E., Executive Director

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this 14 day of April, 2020, before me, a notary public in and for said county and state, personally appeared TAMMY A. LINN and SHAWN A. DOBBERSTEIN, to me known to be the Chairman and Executive Director, respectively, of THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, NORTH DAKOTA, that is described herein and acknowledged to me that they executed the within and foregoing instrument and acknowledged to me that such public body executed the same.

Joan Stading
Notary Public

(S E A L)



Dated this ____ day of April, 2020.

CITY OF FARGO, A North Dakota Municipal
Corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of April, 2020, 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.

(SEAL)

Notary Public
Cass County, North Dakota

EXHIBIT A

01-8590-00023-000

HECTOR INTERNATIONAL AIRPORT, ALL THOSE PTS OF SEC 22 & 23, 24, 25, & 26, TWP 140N, RGE 49W, UNPLATTED, LYING WITHIN THE CITY LIMITS OF FARGO, OWNED BY THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO, LESS A PARCEL OF LD IN THE NE ¼ OF SEC 22, TWP 140N, RGE 49W, DESC AS FOLL: A TRACT OF LD 82.5 FT IN WIDTH LYING WLY OF LT 1, BLK 1, CURRIERS 2 SUBD OF SEC 22, TWP 140N, RGE 49W, MEAS AT RIGHT ANGLES FROM WLY LN OF SD LT 1, BLK 1, CURRIERS 2 SUBD, & BOUNDED ON S BY R/W LN OF HWY 81 & BOUNDED ON N BY R/W LN OF CASS CTY HWY 20 (THE FOREGOING DESC PROP IS A RECT PARCEL OF LD 82.5 FT WIDE & 724.9 FT LONG ON ITS ELY BNDY WITH SD LT 1, BLK 1, CURRIERS ND SUBD & SLIGHTLY LONGER ON ITS WLY BNDY LESS PARCELS 860.0-5000.0 AIR INDUSTRIAL PARK 1, 350.0-1209.1 1209.2, 1209.4 & 01-8590-00020-000.

*06/28/99 SPL/FR 8590-00100 LAND ONLY *8/31/15 SPL/FR 01-8590-00015-000 SPL#2015-073
DOC#1452600 *7/27/17 COMB/FR LEASE PARCELS&01-8590-00022-000 SPL#2017-067
HECTOR INTERNATIONAL AIRPORT (LAND)

01-8590-02500-000

Lot: 0 Block: Additional: HECTOR INTERNATIONAL AIRPORT (LAND ONLY)#1-13- .79 ACRES
EXEMPT FROM SPECIAL ASSESSMENTS **9-6-18 UPDATED LESSEE PER FARGO ASSESSOR

01-8590-03002-000

Lot: 0 Block: Additional: HECTOR INTERNATIONAL AIRPORT (LAND ONLY) 115.68 AC
LESSEE: LEASE #5 **9-11-19UPDATED LEASE SPL FRM 01-8590-03001-000 & 01-8610-00170-
000 FGO SPL#2019-071

EXHIBIT B

IMPROVEMENT DISTRICT NO. 5130

This project is for the construction of water main to provide fire protection to parts of Sections 13 and 14, Township 140 North, Range 49 West, which were annexed in 2000.

IMPROVEMENT DISTRICT NO. BN-16-C

This project is for the new construction of underground utilities, asphalt pavement and street lights on 39 ½ Avenue North from 31st Street North to 500 feet east of 31st Street North, on 39 ½ Avenue North from 31st Street North to 500 feet east of 31st Street North, on 25th Street north from 40th Avenue North to south intersection of Cass County Drain 10 and on 27th Street North from 44th Avenue North to 1025 feet north of 44th Avenue North.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

③ ✓ 6383
25.00
R0137-19 11/25/19

Application for: ☒ Local Permit ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to <u>Knights of Columbus Council 11930</u>		Date(s) of Activity to <u>6/18/2020</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Duane Zwinger</u>		Title <u>Chairperson</u>	
Business Address <u>3790 25th Street South #15</u>		Business Phone Number <u>701-650-9697</u>	
Mailing Address (if different)		City <u>Fargo</u>	State <u>ND</u>
		City <u>Fargo</u>	Zip Code <u>58104</u>
Name of Site Where Game(s) will be Conducted <u>St. Anne & Joachim Church</u>		Site Address <u>5202 25th Street S.</u>	
City <u>Fargo</u>		State <u>ND</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. ☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$2200			
			Total: (Limit \$40,000 per year) <u>\$2200</u>		

Intended uses of gaming proceeds: Newman Center at NDSU

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes - If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <u>Duane Zwinger</u>	Date <u>11/25/19</u>	Title <u>Chairperson</u>	Business Phone Number <u>701-650-9697</u>
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AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Renewal

DATE: April 14, 2020

In light of the Covid 19 pandemic, the Auditors office would like to have City Commission approval to suspend the mandatory annual meeting and delay the billing for liquor license renewals until September. The Finance committee approved delaying the billing of liquor license renewals. Assistant City Attorney Nancy Morris has drafted the attached resolution to suspend the mandatory annual meeting.

Recommended Motion:

Approve the resolution to suspend the mandatory annual meeting for liquor license renewal and delay liquor license renewal billing until September 2020.

Commissioner _____ moved for the approval of the following RESOLUTION:

RESOLUTION

[MORATORIUM PERTAINING TO THE MANDATORY MEETING- Fargo Municipal Code § 25-1504.3]

WHEREAS, The Mayor has declared a state of emergency as a result of the COVID-19 pandemic, by order and proclamation of March 16, 2020, and extended by the Board of City Commissioners on April 6, 2020; and

WHEREAS, The City's "state of emergency" ordinance authorizes the Mayor and Board of City Commissioners to, among other things, ". . . [p]rohibit or limit the movement of persons or hours of operation of businesses, by curfew or otherwise, within the designated disaster or emergency area, and the occupancy of premises therein" [F.M.C. Section 10-0318]; and

WHEREAS, North Dakota cities are authorized to enact or adopt all such ordinances, resolutions, and regulations, not repugnant to the constitution and laws of this state, as may be proper and necessary to carry into effect the powers granted to such [cities] . . . as the general welfare of the municipality may require . . ." including the power "[t]o regulate the use and . . . sale of alcoholic beverages . . ." [N.D.C.C. §40-05-01 subd. 1 and 29]; and

WHEREAS, It is hereby found and declared that the health, safety and welfare of the City and its occupants will be benefited by suspending the Mandatory Meeting required by Fargo Municipal Code § 25-1504.3 in order to accomplish the appropriate social distancing for the curbing of the COVID-19 pandemic.

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. **MORATORIUM ESTABLISHED.** A moratorium is hereby established as to the enforcement within the jurisdictional limits of the City of Fargo of Article 25-15 of the Fargo Municipal Code, as follows:
 - a. The Mandatory Meeting Requirement as stated in Fargo Municipal Code § 25-1504.3, such meeting to be held in advance of license renewal, is hereby suspended. Licensee attendance is not required, and there shall be no monetary penalties for failure to appear.
 - b. The City Auditor, in conjunction with the Chief of Police and the Department of Health, shall prepare a written Meeting Summary to be disseminated to all license holders and available on the City of Fargo website in lieu of the Mandatory Meeting.
2. **Mayor Authorized to Implement by Further Order or Orders.** The Mayor of the City is hereby authorized to promulgate and issue one or more executive orders as may be necessary to implement and clarify the terms of this moratorium, under the authority of F.M.C. §10-0318,

which executive orders may be further ratified or amended by the Board of City Commissioners as may be necessary or appropriate.

3. **Effective Date and Term.** This moratorium shall take effect immediately upon the adoption hereof [the “Effective Date”] and shall extend for the current license period, unless terminated or modified by motion of the Board of City Commissioners of the City of Fargo.

Said motion was seconded by Commissioner _____ and, upon call of the roll Commissioners _____ voted “aye”, Commissioners _____ voted “nay” and with Commissioners _____ being absent the Resolution was declared as approved and enacted.

Resolution approved the ____ day of April, 2020.

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

REPORT OF ACTION

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Sanitary Agreement

Location: 1001 NP Avenue

Date of Hearing: 3/30/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/20/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Sewer Maintenance Agreement in conjunction with the Alley vacation and required Perpetual Easement. The Developer is wanting to vacate a portion of the alley that the public sanitary sewer is located in. The City is planning to construct a project in 2021 that will abandon this sanitary sewer line. The Developer wants to start construction this year on their redevelopment site. This Agreement assigns responsibility until that project is complete.

Staff is recommending approval of the attached Sewer Maintenance Agreement and the Perpetual Easement.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Sewer Maintenance Agreement and the required Perpetual Easement, and present the recommendation to the City Commission.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Sewer Maintenance Agreement and the required Perpetual Easement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☐	☐	☐	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



MEMORANDUM

Date: March 26, 2020

To: Members of PWPEC

From: Kevin Gorder
Division Engineer

Subject: Draft Nestor Sanitary Agreement

Just over a month ago this topic was brought to PWPEC with a draft agreement. Great Plains 1001 (Kilbourne) wanted to further negotiate the terms in the agreement. Great Plains 1001 has started working on their project to redevelop the old Nestor site and has a purchase agreement for the Park Company Office site. Great Plains 1001 has been working with Planning to vacate a portion of the east west alley between 10th Street and 11th Street on the north edge of the current Nestor property. The portion they would like to vacate is between 10th Street and the east side of the connection of the north south alley as shown below.

The east west alley behind the Nestor has an existing sanitary sewer that serves the newly renovated Union Storage building and Culligan Water. The sanitary sewer on 11th Street between NP and 1st Avenue is included in the 2020 CIP for 2021 street reconstruction. Until 11th Street is reconstructed, the sanitary sewer in this alley needs to stay in service. This agreement allows Great Plains 1001 the opportunity to start construction while leaving this sanitary sewer in place. Great Plains 1001 has indicated that the new structure will have an opening on the 1st floor over part of the alley but that would allow limited access to maintain this sewer. In addition to leaving the sewer, Great Plains 1001 will be removing the power poles and burying the utilities on the poles in the same area as the sanitary sewer.

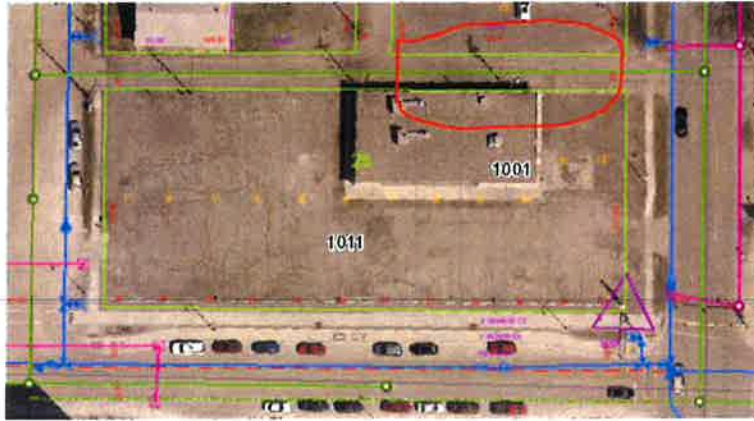
We have been meeting with Great Plains 1001 over the last month. Although there has been some discussions regarding a commitment for construction of the 11th Street Project in 2021, subsequent conversations between Brenda and Mike Allmendinger have reached consensus on this item, and the agreement as revised is in circulation to be presented at the time of the PWPEC meeting.

A perpetual easement will be recorded in order to vacate the alley.

A copy of the Agreement will be forwarded to all members on Monday before to the meeting.

Possible Motion

PWPEC recommends approval of the Sewer Maintenance Agreement in conjunction with the Alley vacation and required Perpetual Easement, and present the recommendation to City Commission.



PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that **GREAT PLAINS 1001 HOLDINGS, LLC**, a North Dakota Limited Liability Company, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of operating, maintaining and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Roberts Second Addition to the City of Fargo, Cass County, North Dakota as shown on the Vacation Plat prepared by Houston Engineering and approved by the Fargo City Commission and described as:

That part of the alley situated between Blocks 25 and 26 bounded on the east by the southerly extension of the westerly line of the East 7.50 feet of Lot 12, said Block 26, and bounded on the west by the southerly extension of the westerly line of Lot 12, said Block 26.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee’s officers, contractors, agents and employees may at any and all times when

necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 15 day of April, 2020.

GRANTOR

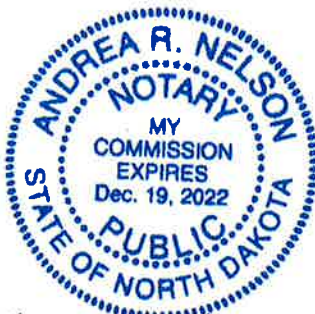
**GREAT PLAINS 1001 HOLDINGS,
LLC, a North Dakota Limited Liability
Company**

By: MIKE Allmendinger

[illegible]

On this 15th day of April, 2020, before me, a notary public within and for said county and state, personally appeared Mike Allmendinger President of Great Plains 1001 Holdings LLC, to me known to be the person described in, and who executed the foregoing instrument, and acknowledged that the company executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
225 Fourth Street North
Fargo, ND 58102
(701) 241-1545

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

Agreement to Maintain Sanitary Sewer

This Agreement, is made and entered into by and between Great Plains 1001 Holdings LLC, a North Dakota limited liability company (“Developer”) and the City of Fargo, a North Dakota municipal corporation (“City”), for the purpose of detailing the parties’ responsibilities with respect to the 15” clay sanitary sewer line (the “Line”) located in the alley (the “Alley”) between 10th and 11th Street North, approximately 121.4’ north of Northern Pacific Avenue North, necessary to allow the vacation of the approximate east 132.5’ of the alley (the “Vacated Portion”). This will allow construction to begin at 1001 Northern Pacific Avenue North and 28 10th St North prior to the City providing alternative sanitary services currently provided by the Line. The City approved 2020 Capital Improvement Plan (“CIP”) includes a Project for the reconstruction of 11th Street North, including Water, Storm and Sanitary Sewer, Paving and Incidentals for completion in 2021 (“Project”). City recognizes and understands the importance of this Project to Developer, and considers this a high priority Project. Accordingly, City agrees to make every good faith effort to complete this Project as presently programmed.

Now therefore, for good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the following described property (“Development Property”), specifically:

1001 Northern Pacific Avenue North.

The Developer is the buyer under a purchase agreement for, and intends to complete the purchase of 28 10th St North.

Together this area is defined as the Development Property, and is legally described as

Lots One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Ten, Eleven and Twelve, in Block Twenty-five, of Roberts’ Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

AND

Lots 7, 8, 9, 10, 11 and 12, Block 26, of Roberts’ Second Addition to the City of Fargo, Cass County, North Dakota

2. Developer shall, at its cost and not later than September 1, 2020, complete a Cured In Place Pipe (CIPP) liner that meets current City Specifications. At a minimum, this CIPP will be installed in the Line under the Vacated Portion if construction methods can accommodate a partial installation.

After the CIPP is in place, the City will inspect the Line using a camera to verify the condition of the Line and for acceptance of the CIPP. When Developer starts construction around this Line, the City will inspect the Line with a camera monthly until the alternative sewer is in place and fully operational. The Developer will pay the City \$300 for each inspection. The City will bill the Developer and the Developer will pay within 30 days.

If for any reason the Project is delayed and the Development is complete, inspections shall be reduced to quarterly, unless an inspection shows the need for more frequent inspection. Inspections shall be at City cost upon completion of Developer’s proposed construction on the Development Property.

3. The City will continue to maintain the Line until the alternative sewer is operational.

4. If any damage occurs to the Line, the City will make arrangements to repair, replace, or reroute the Line, at its discretion. Developer caused damage, as reasonably determined by the City, shall be resolved in conjunction with the Developer. The Developer agrees to reimburse the City for the cost of the repair caused by Developer's activity on the site. If the selected repair includes rerouting the Line and the rerouted sanitary sewer meets current City Specifications and does not need further corrective work, the Developer will only be responsible for the additional costs to reroute the sanitary sewer (i.e. pavement removal and replacement, cold weather charges, traffic control, etc.). The Developer shall grant access to the site to complete repairs as needed.

The City will not be responsible for any delay costs or changes in construction methods for the Developer's project associated with any repairs to the Line.

5. When the Project is constructed, City will include requirements that the City contractor on the Project will:
 - A. Complete the alternative sanitary sewer and abandon the Line.
 - B. Fill the Line with sand as part of the Project with the cost of this work deemed a cost of the Project.
 - C. Provide access to the intersection of the Alley and 11th St as follows:
 - i. If the Project proceeds in accordance with the presently approved CIP, access will be made available no later than August 1, 2021.
 - ii. If the Project is delayed, access will be assured except when work is occurring in the intersection. Examples of work at the intersection include, but are not limited to, digging in underground utilities, completing work on the subgrade, placing and compacting base, and placing concrete surfacing. The contractor will be required to complete the work in a timely manner and minimize the days of impact.
6. Developer shall, at least 15 days prior to undertaking any work in the Vacated Portion, provide written documentation to City Engineering that all property owners who are served by and "upstream" of the Line have been notified of Developer's intent to undertake the work. Developer also agrees to:
 - A. Notify the users of planned outages caused by the Developer at least 24 hours before the outage will occur.
 - B. Promptly notify the users of an unplanned outage caused by the Developer and how long it might last.
 - C. Notify the City when working within 10 feet of the Line.
7. Developer shall be responsible for any repair of damage caused by Developer's construction activities. The City has the sole discretion to determine the restoration required to order repairs that are acceptable to the City.

8. In the event payment is not received as provided in Section 2 and Section 4, the City may establish a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City standards. Developer agrees to allow the City to charge a fee of up to 21% as per the 2020 Infrastructure Funding Policy as an administrative charge to coordinate work on the Developer's behalf. This fee will be added to the actual cost of the repairs and be a part of the payment due the City or as an assessment. City will levy special assessments against the Development Property to recover all costs of the repairs, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements contemplated in Section 2 and Section 4 of this Agreement and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by the City, as contemplated in Section 2 and Section 4 of this Agreement. Project costs which may be assessed against the Development Property include all costs of completing the work required in accordance with the terms of this Agreement.
9. City will also levy special assessments for Project costs against the Development Property as per the Infrastructure Funding Policy applicable. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by the City, as contemplated by this Agreement. Project costs which may be assessed against the Development Property include all costs of completing the work required in accordance with the terms of this Agreement.
10. Developer agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of any damage to the Line arising from its construction activities on the Development Property. Developer agrees to secure liability insurance for at least \$1,000,000, and name City as an additional insured on such policy to cover its liability pursuant to this agreement. Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any work in the Vacated Portion.
11. It is understood and agreed by and between the parties that this Agreement is given subject to any statutory limitation on the authority of City to grant such permission, which may now or hereafter exist.
12. 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.

13. The failure or delay of any party 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 such party to enforce each and every term of this Agreement.
14. 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.
15. This Agreement, together with any amendments made in conformance with this Agreement, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
16. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
17. It is specifically agreed between the parties that this Agreement may be recorded. In the event the Agreement is recorded, the Developer may request and the City shall issue a Certificate of Completion anytime following Project completion. In addition, City shall, at Developer's request, sign a recordable release of easement granted simultaneously hereto.
18. 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. The parties agree that this Agreement, any amendment or modifications therefor, shall be binding upon the heirs, administrators, successors and assigns of the parties hereto.

Notices required by this Agreement shall be given as follows:

As to the Developer:

Great Plains 1001 Holdings
c/o Kilbourne, LLC
Attn: Keith Leier
210 Broadway, Suite 300
Fargo, ND 58102
(701) 446-7956

As to the City:

City of Fargo Engineering
attn.: Kevin Gorder
feng@fargond.gov
225 4th St N
Fargo, ND 58102
(701)-241-1545

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Great Plains 1001 Holdings LLC, a North
Dakota Limited Liability Company

Dated: April 2, 2020

Michael Allmendinger
Michael Allmendinger, President

STATE OF NORTH DAKOTA)
COUNTY OF Cass) ss.

On this 2nd day of April, 2020, before me, a notary public in and for said county and state, personally appeared MICHAEL ALLMENDINGER President of Great Plains 1001 Holdings LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

(SEAL)



Andrea R. Nelson
Notary Public
Cass County, NORTH DAKOTA
My Commission expires: December 19, 2022

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 _____, 2020, 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.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Type: Drain Easement Use Agreement

Location: Prairie St. John's

Date of Hearing: 4/13/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/20/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Drain Easement Use Agreement with Prairie St. John's and ALPA.

Staff is recommending approval of the Drain Easement Use Agreement.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to recommend approval of the Drain Easement Use Agreement with Prairie St. John's and ALPA.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Drain Easement Use Agreement with Prairie St. John's and ALPA.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
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ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: April 7, 2020
Re: Drain Easement Use Agreement for Prairie St. Johns

Background:

As part of the redevelopment, the Contractor and Owner have been working with the City to enter into a Drain Easement Use Agreement. Attached you will find the Agreement for your review. The following are some highlighted points of the Agreement:

- A turnaround to be installed on the east end of 6th Avenue South near Dike Maintenance and Drainage Easement for delivery trucks
- An access road on the north side of the new building in the Dike Maintenance and Drainage Easement

The Drainage Easement Use Agreement will continue until June 30, 2022.

Staff is asking the Committee to review and approve or recommend changes to move forward to Commission for final approval.

Recommended Motion:

Approve Drain Easement Use Agreement with Prairie St Johns and ALPA.

KLS/klb
Attachment

C: David Schultz, Shultz & Associates Architects

Drainage Easement Use Agreement

This Agreement, made and entered into between PSJ ACQUISITION, LLC, a North Dakota limited liability company ("Owner"), dba Prairie St. Johns, ALPA Construction, Inc., an Illinois corporation ("Contractor") and the City of Fargo, a North Dakota municipal corporation ("City"), is for the purpose of providing Owner and Contractor's use of a portion of the Dike Maintenance and Drainage Easement (hereinafter "Drainage Easement") identified as the east 40' of Lot 1, Block 1 all in St. John's Addition granted pursuant to plat N-63.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owner holds all right, title and interest in the Development Property, specifically:

Lot 1, Block 1 all in St. John's Addition

located in the City of Fargo, Cass County, North Dakota. (hereinafter "Development Property")

2. Owner and Contractor shall be permitted use of City's Drainage Easement under certain terms and conditions as stated herein. Owner and Contractor shall be responsible for ensuring all construction and restoration work in the Drainage Easement complies with all City Construction Standards and Specifications, which can be found at <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.

3. Owner and Contractor shall be permitted use of the Drainage Easement in such a manner as shown in Exhibit A1 and A2. These areas are for the installation of a temporary truck turn around and temporary compacted crushed concrete road.
4. Owner and Contractor may utilize said portion of the Drainage Easement only for the temporary use as shown in Exhibit A1 described as temporary truck turn around until November 30, 2020. Any request for extension must be made at least 30 days prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
5. Owner and Contractor may utilize said portion of the Drainage Easement only for the temporary use as shown in Exhibit A2 described as temporary compacted crushed concrete road until June 30, 2022. Any request for extension must be made at least 30 days prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
6. Owner and Contractor shall follow all recommendations of the NTI report shown in Exhibit B. If during construction in or near the Drainage Easement there is any levee movement or sliding, all work shall cease until reviewed by City and geotechnical engineer.
7. Owner and Contractor agree that the Drainage Easement area shall not be disturbed except as necessary for construction of the temporary truck turn around at 6th Avenue, and installation of the temporary crushed concrete road.
8. Owner and Contractor shall maintain unimpeded drainage along the levee through the Drainage Easement at all times. Owner and Contractor agree to pump storm water from the storm inlet at 6th Avenue into drainage along the levee during high water times on the Red River, at the discretion of the City. City shall notify Owner and Contractor when storm water requires pumping.
9. Owner and Contractor shall maintain the existing fence for the protection of the levee during the Drainage Easement use. No traffic is allowed on the levee at any time.
10. Owner and Contractor shall restore the Drainage Easement to its original condition. Owner and Contractor shall establish turf to the condition prior to the use of the Drainage Easement. All restoration in the Drainage Easement shall be approved and accepted by City.
11. Owner and Contractor agree to provide positive storm drainage flow to the north along the Drainage Easement upon completion of restoration, by whatever means necessary as determined by City.
12. Owner and Contractor agree to not plant trees or install fencing in the Drainage Easement.

13. Owner and Contractor agree to proceed with approved plan sheets as shown in Exhibit C. Owner and Contractor shall provide City at least 7 days' notice prior to any work in the Drainage Easement to ensure the availability of a City Inspector on site at the time the work is to be completed, if necessary. Notice shall detail the specific work to be done. Owner and Contractor's geotechnical engineer shall be on site, in addition to the City Inspector, if necessary, to oversee and inspect the work in the Drainage Easement.
14. Owner and Contractor must seek City approval at least 14 days in advance for any changes to plans for work in the Drainage Easement shown in Exhibit C. City approval of changes must be in writing, and Owner and Contractor shall provide to the City revised drawings prior to any work being done.
15. Owner and Contractor shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the excavated area in the Drainage Easement. Owner and Contractor must complete compaction tests and have a geotechnical engineer present during all work in or near the Drainage Easement, and shall provide copies of all inspections and tests from a certified testing firm to the City for approval and acceptance.
16. Owner and Contractor shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Owner and Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Owner and Contractor's construction activities.
17. Owner and Contractor must remedy any unsafe or unsatisfactory condition due to the use of the Drainage Easement, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owner and Contractor to vacate the Drainage Easement use permitted herein and return the Drainage Easement to its pre-existing condition.
18. Owner and Contractor hereby grant to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Owner and Contractor agree and understand that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and Contractor and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.

19. Owner and Contractor will, during any use of the Drainage Easement, use due care to protect the Drainage Easement, utilities and all other public property and private utilities occupying the Drainage Easement.
20. Owner and Contractor shall be responsible for the repair or replacement of the condition of the Drainage Easement and any public property, which may be damaged or destroyed as a direct or indirect result of the use of the Drainage Easement as permitted in this Agreement. Owner and Contractor shall be responsible for restoring or reconstruction the City infrastructure to prior to construction condition and proper drainage condition.
21. Owner and Contractor accept all maintenance responsibility for the adjoining green space and all other City infrastructure, which may be impacted by work in the Drainage Easement.
22. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor thirty (30) days' notice to vacate the City Drainage Easement if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner and Contractor's use of the Drainage Easement and direct Owner and Contractor to restore the City' Drainage Easement to the City's control.

Notices required by this Agreement shall be given as follows:

As to the Owner	As to the Contractor:	As to the City:
PSJ Acquisition LLC dba Prairie St Johns Randy Cook 510 4 th St S Fargo, ND 58103 (701) 476-7828	ALPA Construction, INC. Kurt Scheuermann kurt.scheuermann@alpaconstruction.com 6601 S Central Ave Bedford Park, IL 60638 (708) 887-2250	City of Fargo Engineering attn.: Kristy Schmidt feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701)-241-1545

23. Owner and Contractor agree that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Owner and Contractor waive its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consent to the construction of the improvements and to the assessment of cost thereof to the Development Property. Owner and Contractor further waive its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development

Property, include all costs of completing the work required in accordance with the terms of this Agreement.

24. Owner and Contractor agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the Drainage Easement. Owner and Contractor agree to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner and Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
25. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
26. 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.
27. 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.
28. 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.
29. 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.
30. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
31. It is specifically agreed between the parties that this Drainage Easement Use Agreement may be recorded.
32. The City and Owner and Contractor wish to work together to provide an acceptable finished product. Owner and Contractor have provided a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Owner and Contractor's

work in the Drainage Easement pursuant to a separate Agreement. Owner and Contractor and City agree that deposit shall jointly be applicable to the Right of Way Use Agreement and this Agreement.

When a corrective measure is required by the City, City will notify Owner and Contractor by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$10,000, Owner and Contractor shall replenish the deposit to \$30,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the Drainage Easement to City shall be refunded to Owner and Contractor.

(Remainder of Page Intentionally Left Blank)

Dated this 8th day of April, 2020.

ALPA CONSTRUCTION, INC.



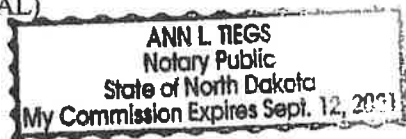
Kurt Scheuermann, Project Executive

STATE OF North Dakota) ss:

COUNTY OF Cass)

On this 8th day of April, 2020, before me personally appeared Kurt Scheuermann, Project Executive of the ALPA Construction, Inc., a Illinois corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)




Notary Public

Dated: _____

Timothy J. Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, 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.

(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

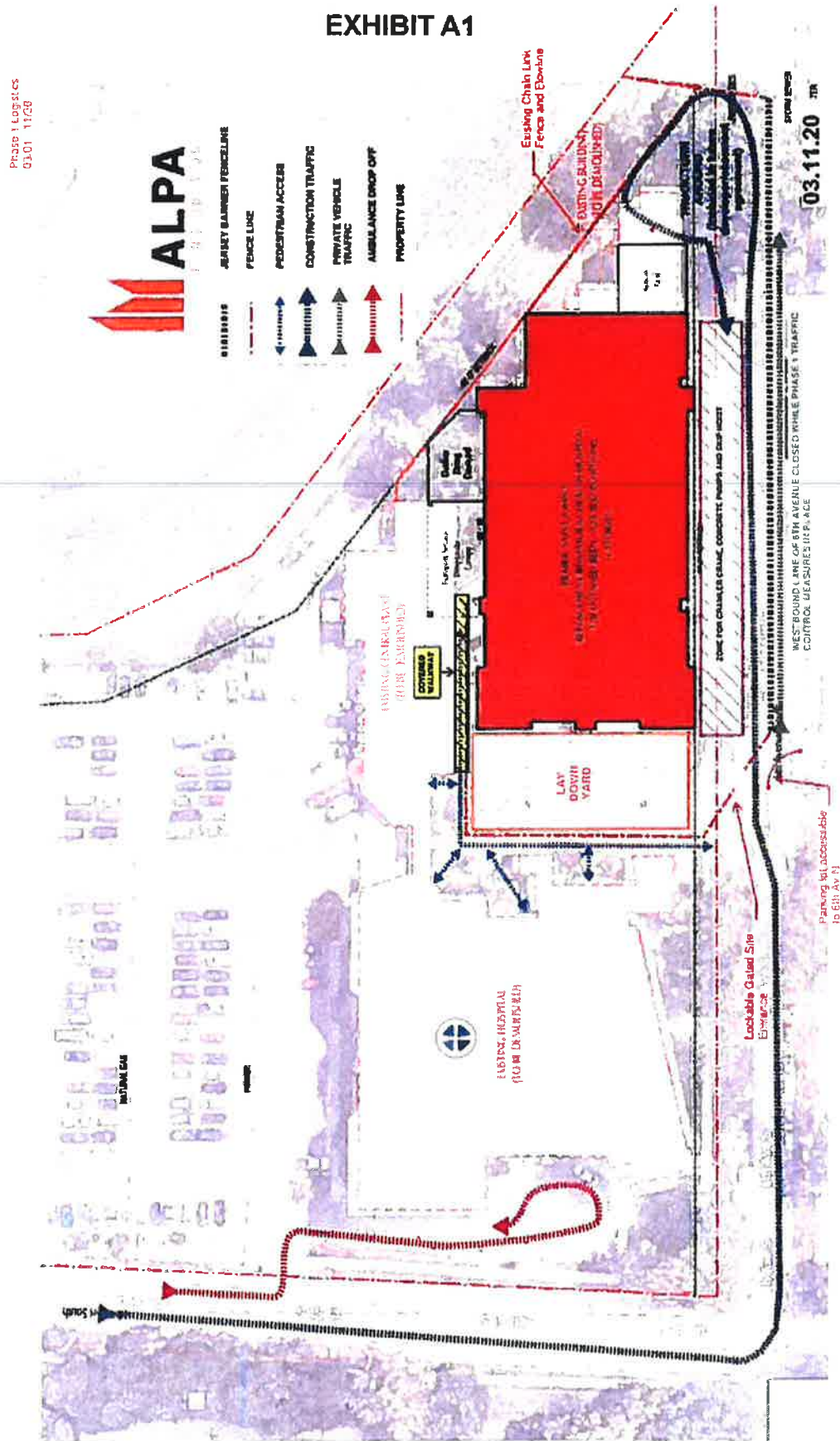
EXHIBIT A1

EXHIBIT A2



PHASE 2 LOGISTICS PLAN
TEMPORARY PATHWAYS AND DEMOLITION PERIMETER
09.27.19

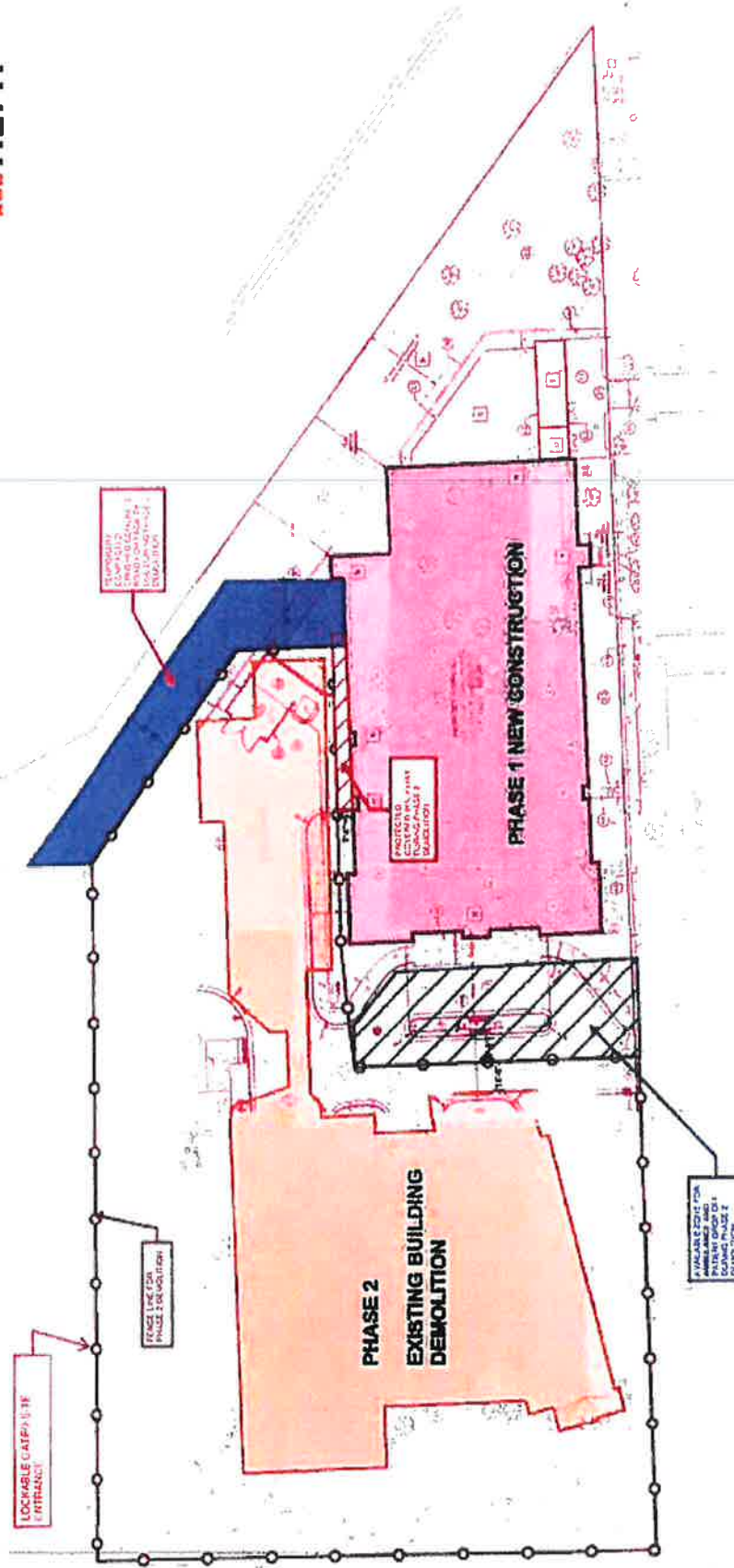


EXHIBIT B



STABILITY REVIEW of FLOOD PROTECTION LEVEE

Prairie St. John's Facility

Fargo, North Dakota

NTI Project 19.FGO 07812

Prepared For:

UHS of Delaware, Inc.
267 South Gulph Road
King of Prussia, Pennsylvania



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January 2, 2020
(revised January 31, 2020)

UHS of Delaware, Inc.
267 South Gulph Road
King of Prussia, PA 19406

Attn: Mr Ronald Pilgreen, RA
Senior Regional Manager

Subject: Stability Review of Flood Protection Levee
Prairie St. John's Facility Building Site
Fargo, North Dakota
NTI Project 19.FGO 07812

In accordance with your architect's request and per your subsequent December 2, 2019 written authorization [via email approval per Schultz Associates], Northern Technologies, LLC (NTI) conducted an analysis of likely stability of existing flood protection levee with excavations proposed for construction of the above referenced project. We also assessed subsequent change in stability of levee post completion of site grading.

Our services were limited to review of existing geotechnical exploration and laboratory testing completed for project and stability analysis of flood protection levee per excavation of site and subsequent placement of earthen fill for building pad. We performed our work in general accordance with our proposal of November 26, 2019, a document which amends our original scope of services issued December 14, 2018.

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

Northern Technologies, LLC

Bret R. Anderson, P.E.
Principal

Dan Gibson, P.E.
Principal

cc:



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STABILITY REVIEW of FLOOD PROTECTION LEVEE

*Prairie St. John's Facility Site
Fargo, North Dakota*

NTI Project 19.FGO 07812

1.0 EXECUTIVE SUMMARY

We briefly summarize below our findings on stability of the existing flood protection levee along the Prairie St. John's Facility property. You must read this summary in complete context with our report.

We conclude anticipated shallow excavation and subsequent soil placement within proposed Prairie St. John's Facility project in Fargo, North Dakota should have minimal, if any, adverse impact to the present west directed global stability of flood protection levee immediately east of project site.

Maintaining stability of the flood protection levee requires you forego advancement of any excavations within the present easement provided along flood levee. Stability of flood levee also requires that you forego the placement of mass "excavated soils" as stockpile within the easement area, or storage of mass construction material within the easement.

Contrary to above limitations, we understand current planned operations will require the construction of a truck turnaround area and Phase 2 access roadway within the flood levee easement. Such are anticipated as requiring a maximum of 2 to 2 1/2 feet of earthen material (clay fill / granular surfacing) placement above present grade. In our opinion this placement does not impart significant loading of site or reduction of present assessed stability for the flood levee. Note however such placement could impact local stability of any adjacent project excavations [Earthwork Contractor should retain consultant to assess planned placement / site excavation operation(s)].

Other items of issues impacting stability of flood protection levee and recommendations for consideration include the following:

- The highly varied corrective earthwork which has occurred at the flood protection levee and of your site in the past is indeterminate as to location of present construction. It was necessary that we forego any additional exploration work to define such conditions and therefore have assigned overall subsurface soil stratum per project borings and presumed strength parameters to soils comprising the earthen levee and underlying stratum. *Such presents risk to relative to findings of this report. You should be prepared to implement cautionary steps as defined by report to project construction based on this undefined risk.*



- Site clays vary in consistency from stiff to soft. The drier clays are prone to moisture uptake and expansive volume change while the wetter soils at depth are prone to softening and loss of shear resistance with moisture uptake. You should grade site and pump runoff from excavation to limit moisture uptake by site clays.
- No stockpiling of soil, storage of construction material, or heavy equipment must be positioned as noted above and must not occur within 30 feet of project excavations, as minimum. We suggest that you limit the height of any soil pile / import granular fill material to no more than 10 feet as caution to lessening factor of safety or causing of localized shear of excavation embankments.
- Our stability findings indicate it is unlikely that deep seated shear failure will extend from levee to base of project excavation(s). Contrary, we anticipate any future movement of levee will likely be limited to shallow surficial sloughing of existing earthen fill. A condition for which easy repair may occur.
- Final grading of project will include construction of a retaining wall along west boundary of flood levee easement. Grading extending east from this retaining wall will require up to 9 1/2 feet of soil placement above current ground surface with average placement along the wall being typical 2 1/2 to 5 feet in depth. This earthen fill placement will extend laterally at nominal 6H: 1V profile terminating with at present grade west of the flood levee west toe.

Stability findings for this soil placement imply no adverse impact to the overall stability of the flood levee (from and east towards the Red River of the North). Such findings imply that the stability of the flood levee to west directed shear will likely improve as additional mass of the newly placed fill will provide additional passive resistance at and west of the flood levee west toe. Such shear surface, if occurring would be relatively shallow as sloughing of the near surface soils, and easily repaired as per previously discussed above.

- We note that the higher groundwater levels and overall river stage as of 2019 and possible high to extreme flood stage during the upcoming 2020 spring thaw could impact stability of the entire flood protection levee near project. We recommend that you prepare a work plan / construction schedule that includes delay of excavations should extreme river flow occur during the 2020 spring thaw.
- You should expect soil removal for project may encounter slow but persistent ground water entry to excavations advanced for structure. You must shape exposed ground surface directing this seepage to a collection trench for eventual pumping from location.
- Finally, the placement of earthen fill in support of at-grade floor construction and backfill of deep foundations should occur as soon as possible to lessen any adverse reduction in site global stability.

2.0 INTRODUCTION

2.1 Site / Project Description

You intend to proceed with excavation and corrective grading of building pad site prior to the installation of deep foundations as part of the overall construction of the replacement Prairie St. John's Facility Building adjacent to existing flood protection levee along the west bank of the Red River of the North in Fargo,



North Dakota. Table 1 lists our current understanding of how levee was construction as well as proposed construction for project.

Table 1: Project & Site Description

Item	Description
Structure Type:	An earthen levee as internal flood protection of the Island Park and associated low area south of 1st Avenue South in Fargo, North Dakota. Existing earthen levee was constructed in the late 1950's / early 1960's with redirection of the Red River of the North through this area of Fargo, North Dakota. Existing levee reduced the length of the river channel cutting of the west oxbow bend. Subsequent type of fill placement and subsequent raise of levee to ever increased stage height to date provides nominal protection of area to current flood of 100 year return interval. Present flood levee has a nominal crest elevation of 903 to 905 feet USGS datum with overall height of approximately 21 feet above present ground surface. The side slopes of the levee are nominal three horizontal to one vertical (3H: 1V) profile [as noted on civil plan C4.4 by Moore Engineering, 8/01/19]. Proposed construction of new Prairie St. John's facility abutting easement with flood levee will require varied excavations of 2 to more than 5 feet in depth for removal of topsoil and undocumented fill. We anticipate excavations for deep foundations will likely extend to nominal USGS elevation 890 for a majority of structure with increased depth occurring at stair tower / elevators. Finished floor elevation of new structure is proposed at USGS elevation 895 feet [base reference elevation of 100.0 feet project datum].
Project Coordinate	Nominal: 46 deg, 52 min, 8.3 sec N latitude. ; 96 deg, 47 min, 2.0 sec W longitude.
Existing Land Use	Present sites includes old housing structure and other smaller buildings present at extreme east side of overall property. Existing vehicle parking exists west of housing while the present Prairie St. John's facility occurs at extreme west end of parcel abutting 4 th Street.
Current Ground Cover	Isolated mature trees decorative plantings and lawn situated between various structures with paved vehicle parking.
Topography at Site	Nearly level regional topography / vehicle parking extending to sloping ground occurring along toe of existing flood protection levee.

2.2 Scope of Services

The purpose of this report is to present a summary of our stability analysis and provide generalized opinions regarding the overall stability of existing flood protection levee relative to proposed construction of the Prairie St. John's Facility. Our "scope of services" was limited to the following:

1. Review project geotechnical exploration for project as issued by NTI on April 4, 2019 and related additional findings (NTI Project 19.FGO 07812).
2. Advance one additional geotechnical exploration boring near two dimensional cross section. Soil samples obtained from boring to be assessed in laboratory for relative shear strength via vane shear testing, unconfined compressive strength testing, and hand penetrometer testing with additional Atterberg limit of general stratum assessed as reference to statistical soil strength parameters as issued by the U.S. Army Corps of Engineers for the Fargo Flood Diversion Project.



3. Prepare this report presenting summary of our review of soil strength and, prediction of stability of immediate ground at / near existing flood protection levee per impact from excavation and placement of fill at project site.

Our current authorized "scope of services" did not include the assessment of environmental issues at site.

3.0 EXISTING GEOTECHNICAL EXPLORATION PROGRAM / ADDITIONAL SOIL BORINGS

3.1 Past Explorations

In summary, NTI completed a geotechnical exploration for foundation support of proposed Headquarters Building with revised report issued to your office April 4, 2019. The findings of this document and related later soil borings by NTI were used to augment geotechnical findings obtained from boring performed at/near proposed levee.

3.2 USCOE Findings

The U.S. Army Corps of Engineers (USCOE) has completed extensive geotechnical exploration of regional soils for construction of the existing Sheyenne River Diversion and of proposed Fargo Flood Diversion. We have used the statistical data base derived from this work in our assignment of likely shear strength of soil stratum defined by our exploration borings.

3.3 Additional Soil Borings

We advanced additional soil boring SB-14 at location depicted on appended diagram. This boring was completed to further define subsurface soil conditions present below project site. Laboratory test results, log from the additional boring, and original borings from past NTI site exploration are appended to this report. Note our two dimensional stability analysis of flood protection levee is depicted on the appended diagram, as noted.

In summary, the findings from the additional boring are similar to findings of borings advanced for the proposed Prairie St. John's Facility. Overall, deeper stratum at location indicated highly plastic Brenna fat clay soils having insitu moisture content at mid to low range of the plasticity index properties. We direct you to appendices attachments of prior issued geotechnical report in review of classification of soils.

4.0 STABILITY ANALYSIS

As overview, the original channel of the Red River of the North (i.e. Red River) followed on old oxbow channel directed west towards and then clockwise around the Island Park area of Fargo [originally a part of Minnesota]. The requirement for flood protection of downtown Fargo and Moorhead necessitated a redirection of the Red River through a new excavated channel in the late 1950's thereby eliminating the oxbow channel [see Photograph 1].



The oxbow channel was filled with clay soils. The flood protection levee and of a portion of your site likely abuts or consist of fill soils placed during this original site work [see area to left of bridge crossing shown in photograph].

The overall subsurface profile across a majority of your site consists of old fill placed within the oxbow channel, fine alluvial sediment [i.e. silt and fat clay mineral], and naturally occurring Glacial Lake Agassiz fat clay soils which experienced prior faulting and settlement forming the flat ground occurring on the inside of the oxbow bend. Ground immediately to the south of your site rises abruptly as this was the natural embankment formed along the original river channel.



Photograph 1: Oxbow Channel of Red River (prior to construction of existing flood protection levee for Prairie St. John's Hospital, as viewed from NW). Courtesy of NDSU Institute of Regional Studies, Fargo, ND (2098.173)

4.1 Global Stability of Embankment

Note our work relative to this report is conceptual and based on limited site exploration and basic laboratory testing of recovered soil samples. We augmented such information with LIDAR and topographic survey of project by Moore Engineering. Our stability findings are assessed for compliance to general U.S. Army Corps of Engineers analysis protocol. Such analysis may not accurately represent actual stability of the present embankment or of flood protection levee occurring as barrier across this area of Fargo.

Stability analysis of the existing flood protection levee will be likely influenced by proximity of construction to the existing Red River channel. Our initial stability findings suggest that the lengthy separation of the flood protection levee from present channel, per presumed conditions, appears stable. We support this findings per understanding that the present construction as augmented by recent corrective work under Houston Engineering, has withstood multiple extreme flood events since 1997. Under such basis, we therefore limit the findings of this report to localized stability of flood protection levee with respect to anticipated excavation and subsequent earthen fill placement associated with construction of the replacement project.

Geotechnically, site soil stratum consists of one to nine feet of topsoil / undocumented fill underlain by silty brown fat clays and brown to gray mottled fat clays which extend to approximately USGS elevation 866 feet (approximately 27 feet below ground surface of 893 feet USGS). We note that the clays comprising this stratum are moderately desiccated to minor depth from mature trees and then of natural moisture content. Such soils comprise the Sherack deposition of the Glacial Lake Agassiz (GLA) formation.



Underlying dark gray fat clays of Brenna deposition have a more uniform texture and higher moisture content than the overlying Sherack derived fat clays. It is typical that faulting of the natural river embankments proceeds as a greater frequency when the natural erosive loss at the base of the river channel exposes and then cuts into the Brenna formation.

We presumed a normal ground water surface elevation of 870 to 875 feet USGS trending east to west as basis of stability analysis. We presume the flood stage event at east side of the levee would likely rise to USGS elevation of 899 to 901 feet under extreme flood event). Appended Figures 1A, 1B, and 1C present premise as to cross section profile and soil stratum of the respective stability cross sections.

Variation in estimated strength will occur between borings completed for any given project. For this reason, NTI has applied the protocol of USCOE for the Fargo-Moorhead Diversion program in assessment of likely strength of formation occurring at the defined cross section. Lacking any specific information on likely position of original channel alignment, we have subdivided the soil stratum horizontally whereas the more common break in stratum type was obtained from location specific borings. Appended Table 5 presents summary of the physical and strength characteristics for respective stratum zones used in assessment of stability.

As a basis for our stability review, we performed analysis at the noted section using two dimensional "finite difference" evaluation of proposed excavation [FLAC Slope® as developed by H C Itasca]. Table 2 presents NTI's findings relative to overall global stability analysis of recommended excavation profile(s). Graphically, areas of higher strain rate [as shown by change in color] define the most probable location of shear failure at each section presented within the appendices.

Table 2: Summary of Embankment Stability Analysis Factors of Safety ¹

<i>Section</i>		<i>Cross Section</i>	<i>USCOE Acceptance Criteria ¹</i>
End of Construction (UU Soil Strength, Normal Groundwater Elevation)	Original Profile / Flood Levee	1.60 (Fig 2A)	Min. 1.30
	At Excavation / Flood Levee	1.60 (Fig 2B)	
	At Earth Fill Placement / Flood Levee	1.60 (Fig 2C)	
Long Term Steady State (CD Soil Strength, Normal Pool Elevation)	Original Profile / Flood Levee	1.53 (Fig 3A)	Min. 1.40
	At Excavation / Flood Levee	1.53 (Fig 3B)	
	At Earth Fill Placement / Flood Levee	1.54 (Fig 3C)	
Long Term Steady State (CD Soil Strength, Flood Stage)	Original Profile / Flood Levee	1.49 (Fig 4A)	Min. 1.40
	At Excavation / Flood Levee	1.46 (Fig 4B)	
	At Earth Fill Placement / Flood Levee	1.54 (Fig 4C)	
Long Term Steady State of Overall Cross Section (CD Soil Strength, Normal Pool Elevation) – <u>see notation on respective figure for limitation of analysis</u>	Original Profile / Flood Levee & River Channel	1.60 (Fig 5A)	Min. 1.40
	Original Profile modified for Final Grading of Site / Flood Levee & River Channel	1.63 (Fig 5B)	



<i>Section</i>	<i>Cross Section</i>	<i>USCOE Acceptance Criteria¹</i>
1. Required factor of safety for deep-seated global stability. Table 6-1b, U.S. Army Corps Engineering Manual "Design and Construction of Levees [EM 1110-2-1913, 30 April 2,000], pg. 6-5.		
* - Appended Figures 1A through 1C depict subsurface soil stratum and zoned strength profile for each structure under the above three analysis.		

Our modeling of the stability at cross section initially included the full width distance extending from Minnesota SSW towards and through the proposed building site. Such analysis also included final grading of project post completion of construction with findings based on assigned consolidated – drained [C-D] strength assigned to respective soil stratum.

This analysis was based on a "coarse mesh" size assigned to the overall section [such assignment imposed due to software limitation and time necessary for computation of model]. Findings from such model may be used to approximate relative stability of regional soils per site conditions. Such findings also provide basis for refinement of model based on likely mode of failure.

Our findings for the overall cross section under full soil loading of site (inclusive of retaining wall construction and engineered fill placement within flood levee easement) imply no deep seated shear surface extending between the flood levee and Red River of the North channel. This implies that the limited soil placement associated with project construction poses little, if any, adverse impact to flood levee stability along the present Red River channel.

Furthermore findings for the overall embankment section [see appended Figures 5A and 5B] imply shear surfaces occurring at location are limited to shallow sloughing of soils along the west face of the flood levee. Such results, as based on the more general model of site, imply stable conditions. We conclude such findings allow secondary assessment of project relative to refinement of the stability model limited to the immediate area of flood levee interaction with the proposed project.

It is anticipated that the flood levee at "end of project construction" [USCOE definition in parenthesis, corresponding to stability during your project construction] will be stable as proposed excavation and grading for the new facility is relatively low in height and has minimal to moderate applied mass. Appended Figures 2A – 2C depict our prediction of likely shear surface possible using U-U soil strength parameters. Our findings indicate each of the three resulting shear surfaces are oriented to the east away from your project with no significant difference in findings between the three analysis. Such findings exceed the USCOE's minimum value of 1.30.

In our opinion it is more representative to assess stability of the existing levee under a consolidated drained soils strength regime as the present levee has been in place for approximately 70 years. Our analysis for each of the three situations suggests relative shallow sloughing of the levee embankment when applying CD soil strength parameters to the presumed soil stratum profile. The results from the CD assessments exceed the minimum USCOE acceptance criteria of 1.40. We further note that such sloughing, should it occur for some yet unknown reason, has, in our opinion, minimum risk of overall failure of levee. Such damage would be easily repaired.



While not specific to your project, we have assessed stability of the flood protection levee during a major flood event through Fargo. We note this assessment was made with understanding that the water stage of the Red River would be nominal 4 feet below the crest of levee [at USGS elevation as previously noted within this report].

Under such flood event, the water surface rises and begins to saturate the clay soils of levee, a process for which time to full saturation and weakening of the levee exceeds the likely period for which a high peak flow event occurs at site. Regardless, we presumed the water surface for the flood event produces a ground water surface as shown on Figures 4A - 4C.

The added mass of the water on the east (i.e. left side) of the levee improves stability oriented to the east. Contrary, the added water and resulting saturation of the clay soils within the levee should lessen stability oriented to the west (i.e. to the right of the cross section diagrams).

Our findings confirm a lesser stability of the levee with saturation of the clay soils under extreme flood event. Such results imply a similar shallow sloughing of the west embankment face as estimated under the long term steady state condition per assigned CD soil strength. Such results per the flood event varied from 1.46 to 1.54 safety factor with respect to failure implying a stable condition. Such findings exceed the minimum 1.4 factor of safety normally required of the USCOE.

The high safety factors obtained during the "steady state" and "condition with flood" analysis implies stability under a "rapid drawdown event" should be of similar magnitude with respect to construction of referenced project. We note that the "rapid drawdown" case for assessing stability is of low to no importance with regard to embankment stability, as the duration of peak flood flow is short relative to time necessary for water absorption by site clays. We conclude the "rapid drawdown" case does not apply with respect to the impacts your project will have to stability of the flood levee. *In summary, we conclude your proposed project should have minimal if any adverse impact on the existing stability of the flood protection levee [per presumptions and findings of this report].*

4.2 Site Stability / Preparation

We note that our authorized services and report findings are directed solely to assessment of stability of flood protection levee as impacted by conceptual construction of referenced project. Such findings do not imply or indicate excavations as advanced by contractor, or of material / equipment placed for construction of project is safe against localized shear failure of improperly advanced work of Contractor. We direct you to other report section concerning this issue.

We note that any excavations advanced for removal of unsuitable material of project will generate excess soils for which other use on site may be deemed favorable. Additional activities on site may also require import of soils and of construction materials. We caution that all such soils / material should be staged at location other than easement with flood protection levee and of sufficient distance from project excavation(s) to preclude any local failure of excavation embankments. We direct you to project geotechnical exploration report for further discussion concerning stripping of site, of excavations and of material reuse relative to project.



4.3 Utilities

We understand that no planned utility installation within the levee easement or that utility installation require penetration of existing flood protection levee [relative to project construction]. We thus conclude no special construction requirements are necessary relative to levee with installation of project utilities.

5.0 CONSTRUCTION CONSIDERATIONS

5.1 Excavation Stability / Person in Charge

Excavation depth and sidewall inclination should not exceed those specified in local, state, or federal regulations. You may need to widen and slope, or temporarily brace other project excavations to maintain or develop a safe work environment. A licensed Professional Engineer retained by you must design any temporary shoring or trench boxes used in such excavations.

We base all report stability findings on premise with respect to loading, site conditions, ground water issues, and likely extent of work / surcharge conditions as listed. Such findings do not imply or intend actual excavations advanced at project, or findings relative to Subpart P, Chapter 7, 29 CFR 1926.6 are stable. *Contractor must name a competent individual or retain other competent party for monitoring of project excavations. Such person must be trained and knowledgeable in how local soils behave and fail with excavation / loading.*

5.2 Engineered Fill & Winter Construction

You must never use frozen soil as engineered fill, nor should you support foundations on frozen soils. Moisture freezing within the soil matrix of fine grained and/or cohesive soils produces ice lenses. Such soils gain moisture from capillary action and, with continued growth, heave with formation of ice lenses within the soil matrix. Foundations supported on frozen soils settle after thaw impacting construction.

You must protect excavations and foundations from freezing conditions or accumulation of snow, and remove frozen soils, snow, and ice from within excavations, fill section or from below proposed foundations. Replacement soil should consist of similar material as removed from excavation with moisture content, placement, and compaction conforming to report criteria.



6.0 CLOSURE

The findings of this correspondence are appended to and herein inclusive of prior geotechnical exploration report issued for the Prairie St. John's Facility project proposed for Fargo, North Dakota.

We have prepared this report for UHS of Delaware, Inc. in specific application to review of embankment stability relative to flood levee construction at their "Prairie St. John's Facility Building" project in Fargo, North Dakota. Northern Technologies, LLC has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, LLC makes no other warranty, expressed or implied.

Northern Technologies, LLC

A handwritten signature in black ink, appearing to read "Bret R. Anderson".

Bret R. Anderson, P.E.
Principal

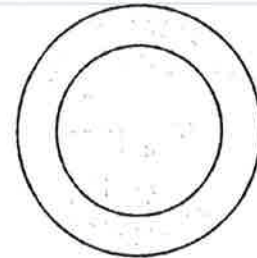
A handwritten signature in black ink, appearing to read "Daniel Gibson".

Dan Gibson, P.E.
Principal

BRA: dg

Attachments: Figures 1A to 4C, 5A & 5B
Boring Logs SB-01 to SB-14
Soil Boring & Cross Section Diagram

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ND\Stability Analysis\STABILITY ASSESSMENT - Levee at Prairie St Johns, Fargo, ND.docx



A handwritten signature in black ink, appearing to read "Bret R. Anderson".

Bret R. Anderson, P.E.

Date: January 31, 2020



APPENDIX A



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Table 3: Soil Properties and Estimated Strength Parameters – NTI Stability Analysis

Soil Stratum	Base Elevation	Moist / Sat. Unit Weight - γ_w / γ_{sat} (pcf)	UU Triaxial		CD Triaxial ¹	
			C (psf)	Φ (deg)	C' (psf)	Φ' (deg)
Fill Clay (levee, existing, new)	Varies (881.5 to 888.0)	115.0 / 122.7	600	0	25	22
Sherack	860 to 880.5	117.2 / 118.0	900	0	0	28
Plastic Sherack	854 to 863	115.0 / 119.5	650	0	750 *	0
Oxidized Brenna	848 to 858	117.9 / 117.9	900	0	970 *	0
Upper Brenna	825 to 830	106.3 / 106.3	500	0	800 *	0
Lower Brenna	804 to 805	115.6 / 115.6	650	0	1100 *	0
Unit A Glacial Till	Below Lower Brenna	145.9 / 145.9	1900	0	225	22

1 Soil strength parameters established COE statistical database of Glacial Lake Agassiz clays for the Fargo / Moorhead or Grand Forks / East Grand Forks areas as amended to address laboratory findings from specific project soil borings.

* - Denotes equivalent shear strength of formation based on varied shear strength profile versus normal mass applied to formation [see USCOE strength criteria as referenced in report].



GROUND WATER ISSUES

The following presents additional comment and soil specific issues related to measurement of ground water conditions at your project site.

Note that our ground water measurements, or lack thereof, will vary depending on the time allowed for equilibrium to occur in the borings. Extended observation time was not available during the scope of the field exploration program and, therefore, ground water measurements as noted on the boring logs may or may not accurately reflect actual conditions at your site.

Seasonal and yearly fluctuations of the ground water level, if any, occur. Perched ground water may be present within sand and silt lenses bedded within cohesive soil formations. Groundwater typically exists at depth within cohesive and cohesionless soils.

Documentation of the local ground water surface and any perched ground water conditions at the project site would require installation of temporary piezometers and extended monitoring due to the relatively low permeability exhibited by the site soils. We have not performed such ground water evaluation due to the scope of services authorized for this project.

We anticipate pumps installed within temporary sumps should control subsurface seepage from perched conditions. However, we caution such seepage from such formations and any water entry from excavations below the ground water table may be heavy and will vary based on seasonal and annual precipitation, and ground related impacts in vicinity of project.



PROJECT SUMPS

The collection, control and removal of seepage and runoff from within project excavations is critical in maintaining the bearing capacity of native soils, in-place density of engineered fill and stability of embankments at project excavations.

As constructed, it is our opinion all sumps should consist of a 2 foot by 2 foot or larger plan dimension excavation(s) located adjacent to and directly exterior to the excavation oversize limit for structural engineered fill [see appended Figure 1]. Sump excavations should extend a minimum of 2 feet below the base of the excavation for collection of seepage and runoff.

You should line all sumps with a non-woven, needle-punched, geotextile having a grab tensile strength equal to or greater than 70 pounds per square inch (psi). A standpipe of 12 inches in diameter or larger should be centered within the sump excavation. This pipe should include enough openings for entry of seepage. We recommend that the standpipe extend to the ground surface to facilitate pumping during project construction. Infill within the sump area should consist of a 1½ to ¾ inch clear rock placed between the standpipe and walls of the sump excavation.

Pump sump(s) until completion of the construction or until the Geotechnical Engineer of Record indicates such pumping is no longer necessary for stability of the project footings and related construction. Properly abandon or remove sumps per the more stringent of methods required by the Geotechnical Engineer of Record, or per Federal, State and local governmental statutes.

Discharge from sumps should be directed away from site and be disposed within storm water systems or other systems which comply with Federal, State and local governmental statute. As constructed and operated, the General Contractor should be responsible for all permits, operation and abandonment of sumps or other temporary dewatering systems.



FIGURE 1A - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

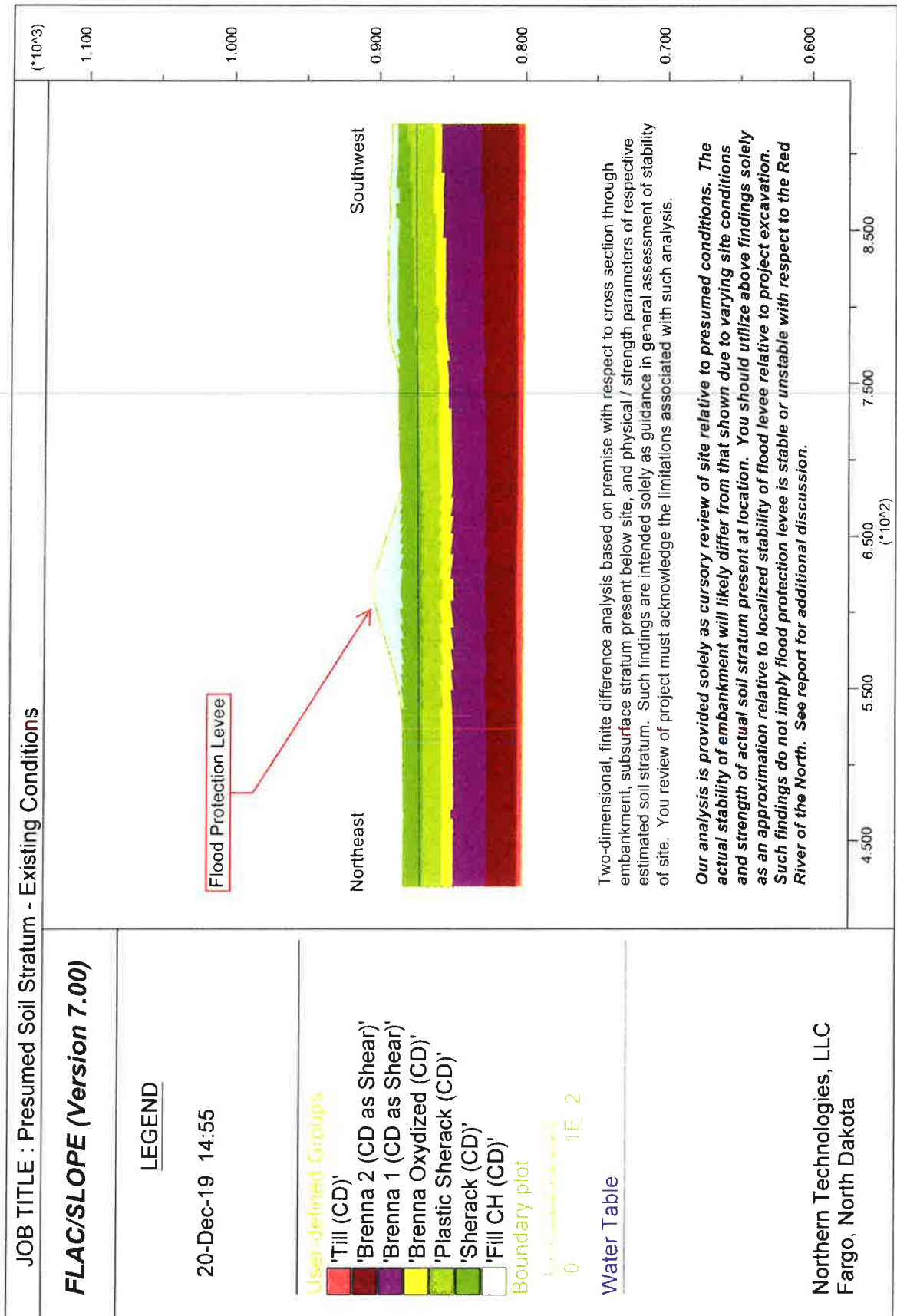




FIGURE 1B - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

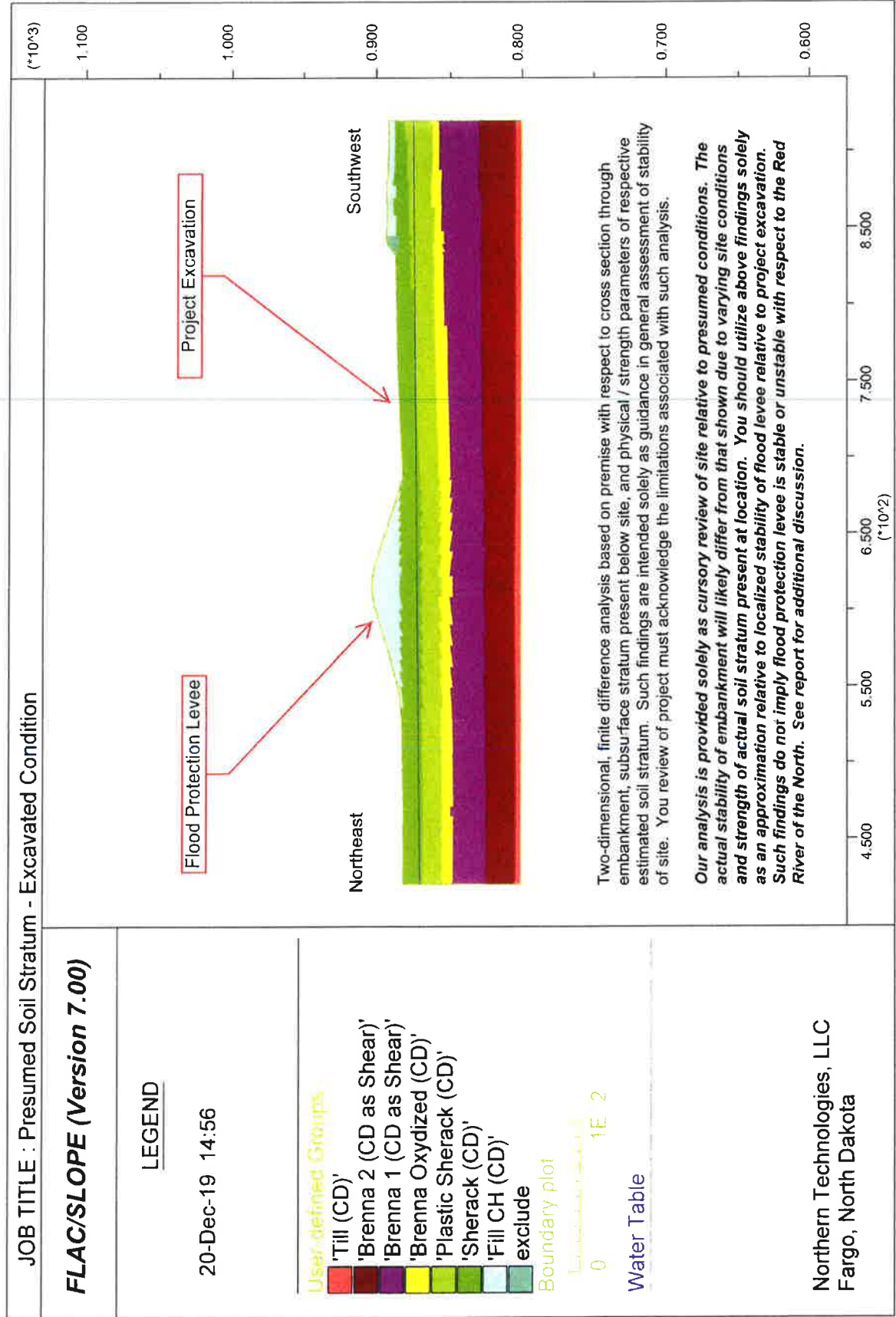




FIGURE 1C - STABILITY of FLOOD LEEVE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

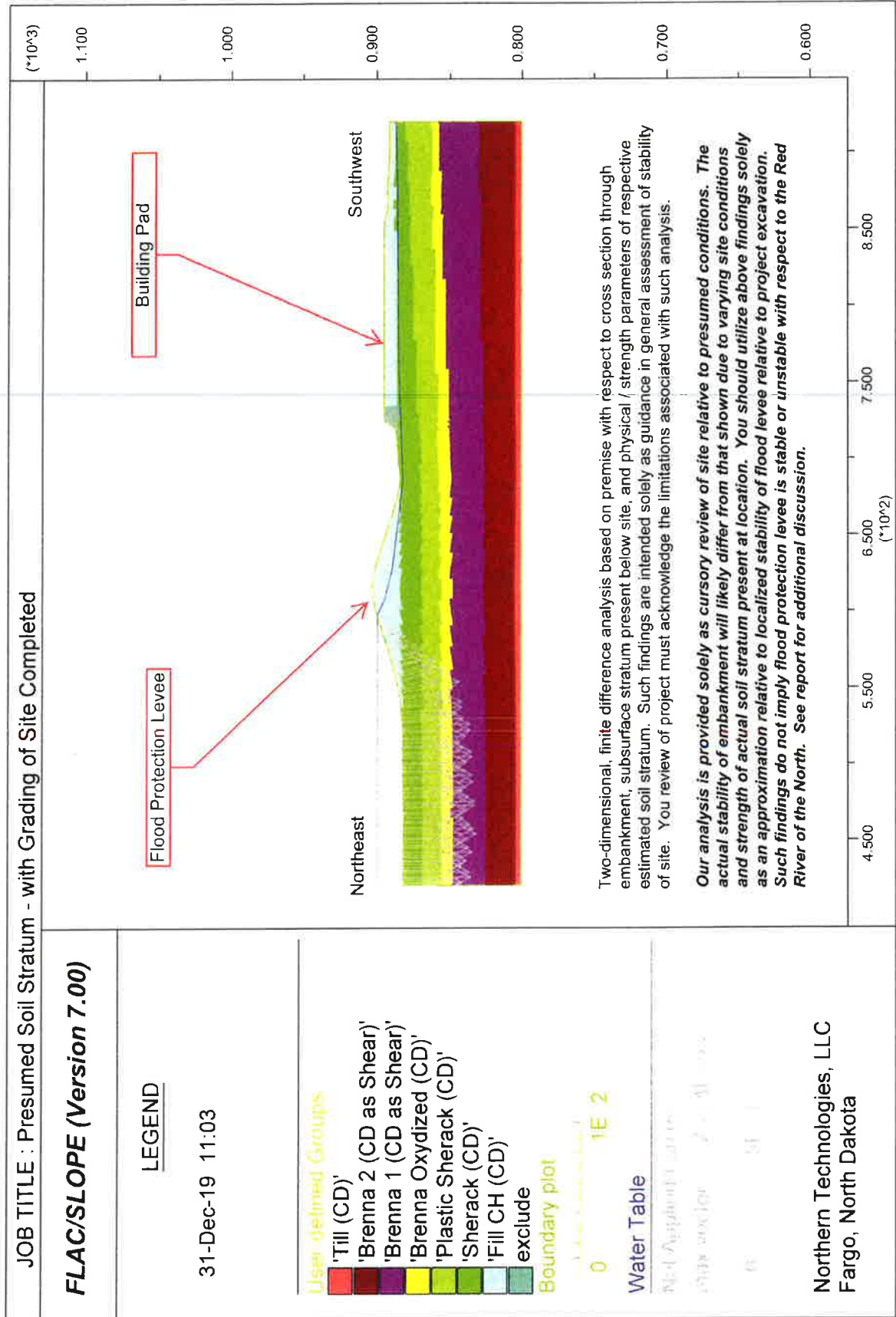




FIGURE 2A - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

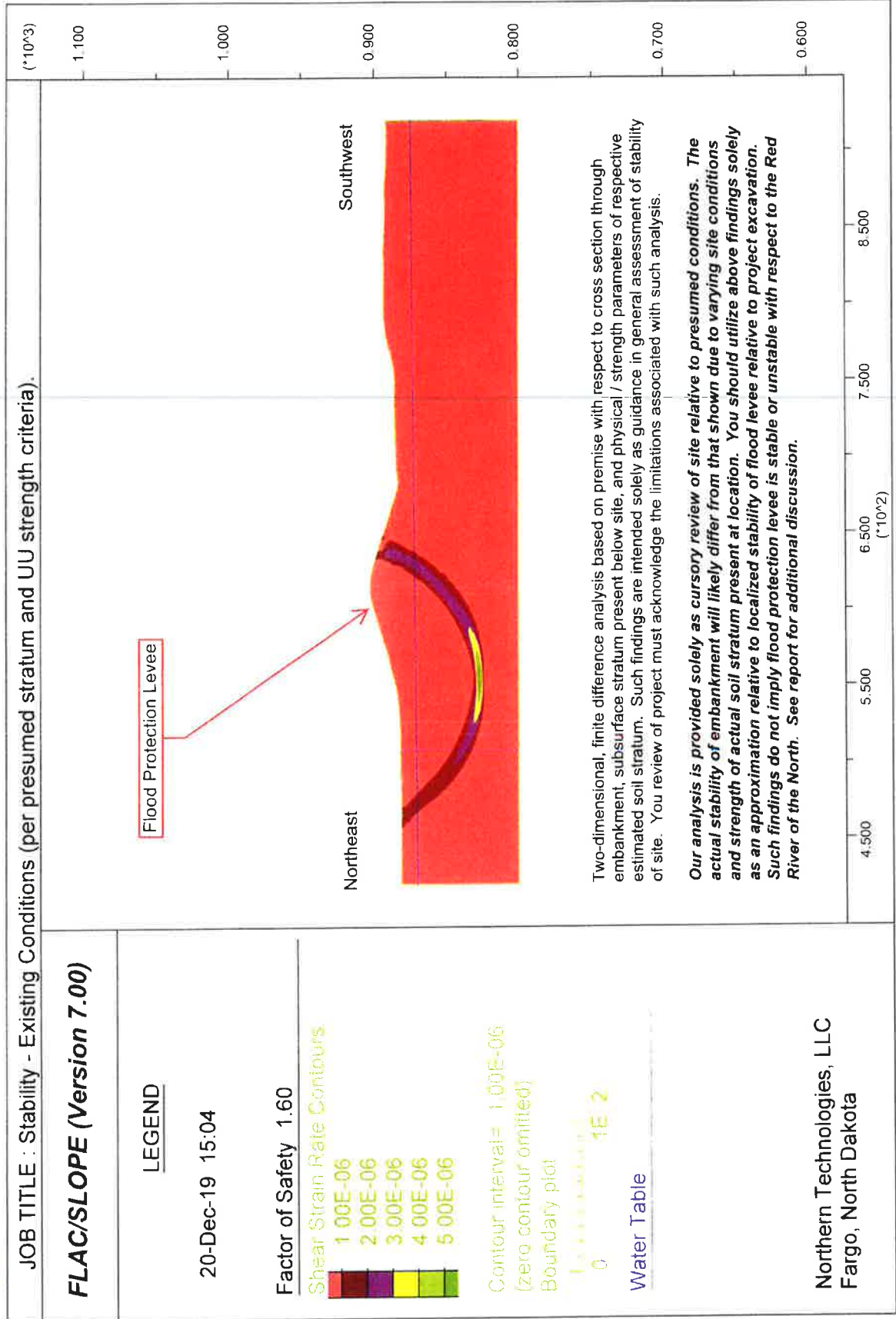
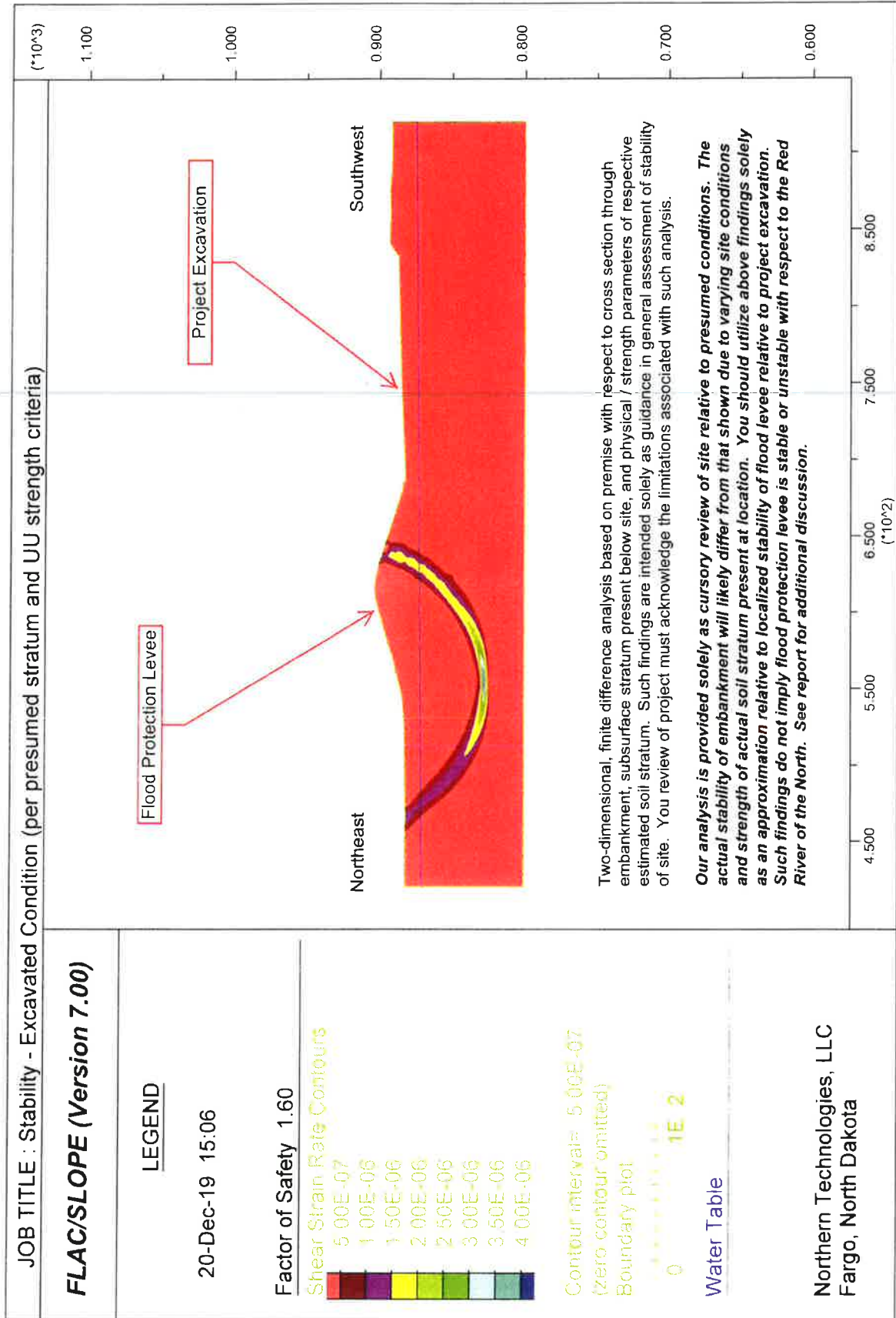




FIGURE 2B - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812



JOB TITLE : Stability - completed Site Grading (per presumed stratum and UU strength criteria).



LEGEND

31-Dec-19 11:20

Factor of Safety 1.60



Water Table

Northern Technologies, LLC
Fargo, North Dakota

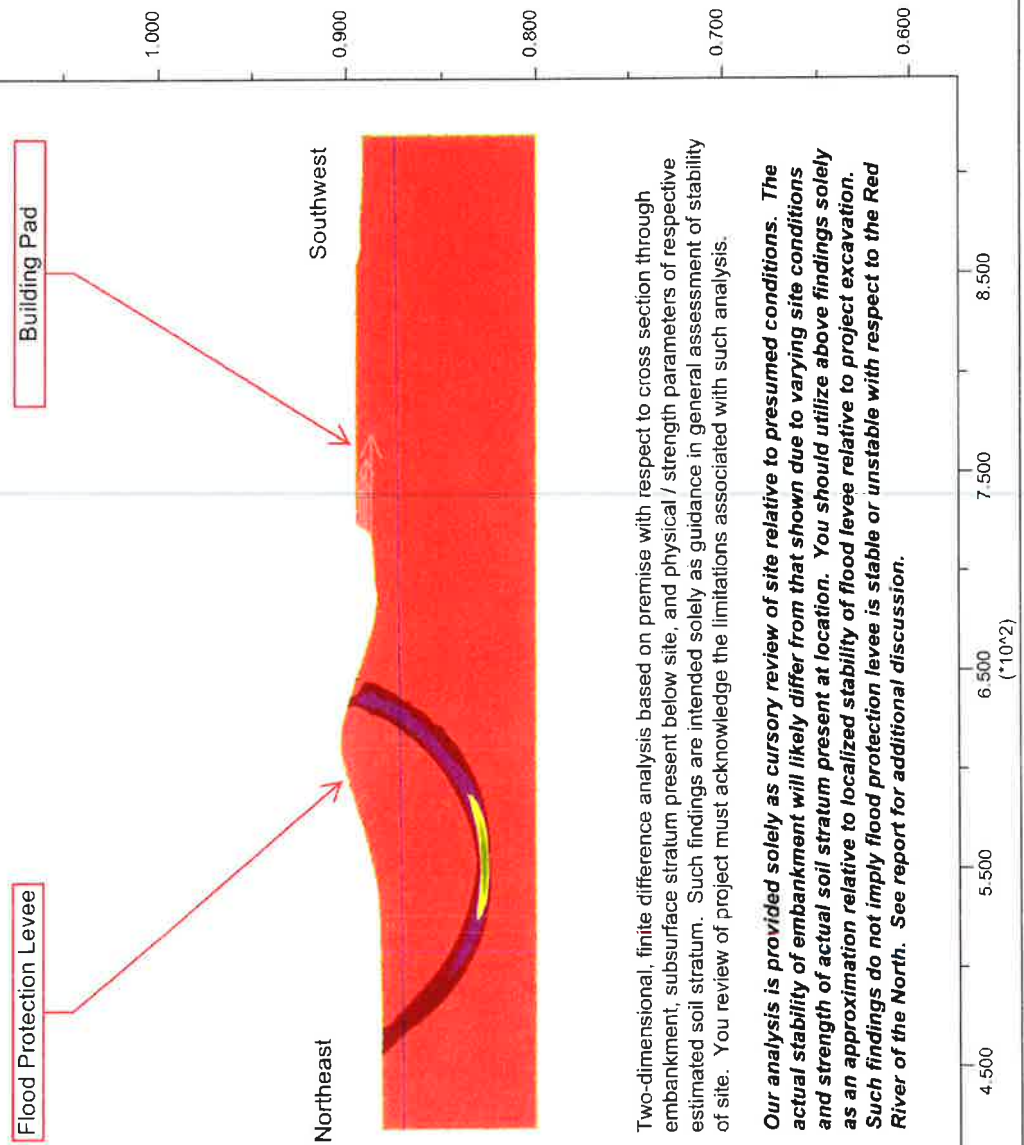




FIGURE 3A - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

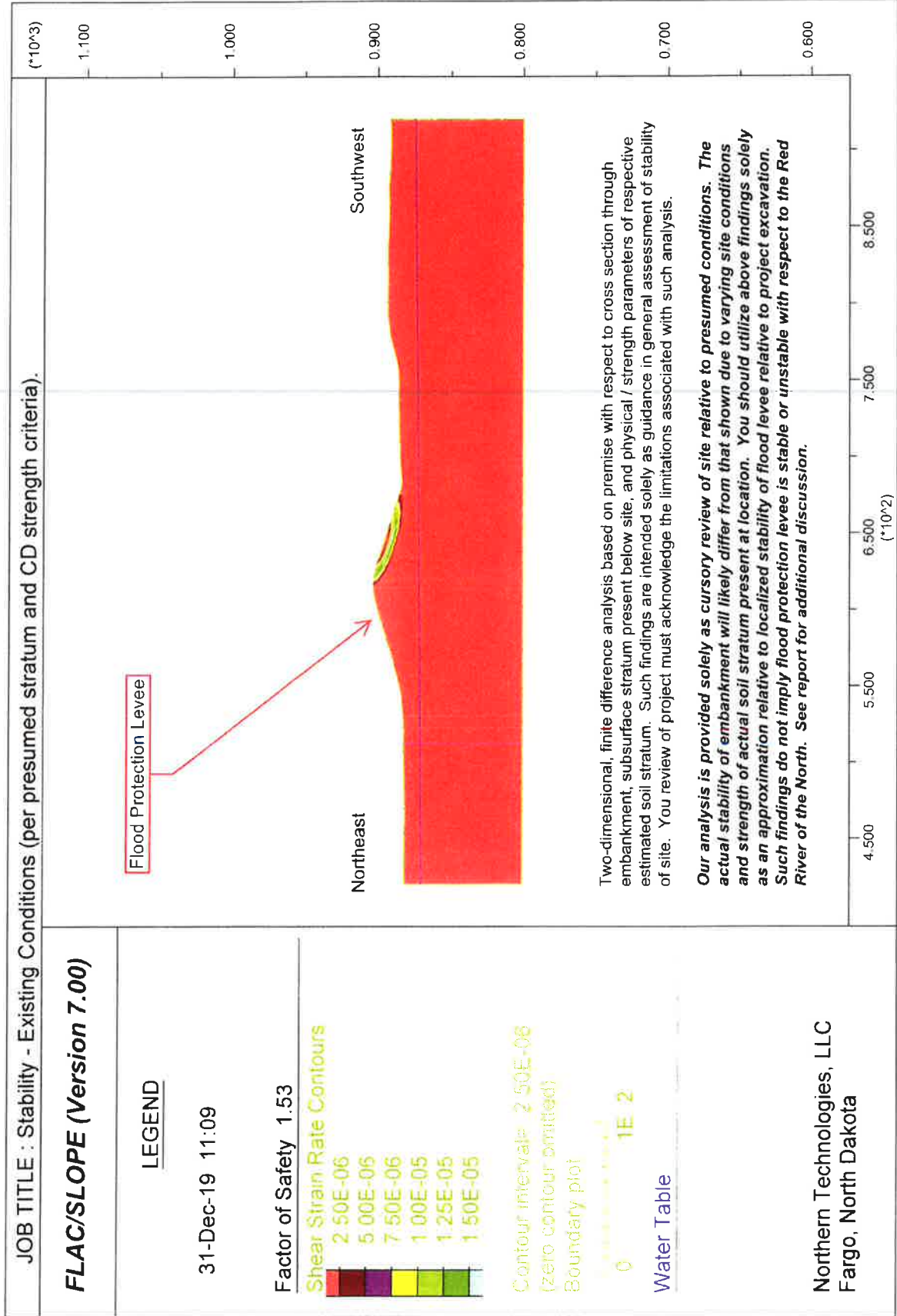




FIGURE 3B - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

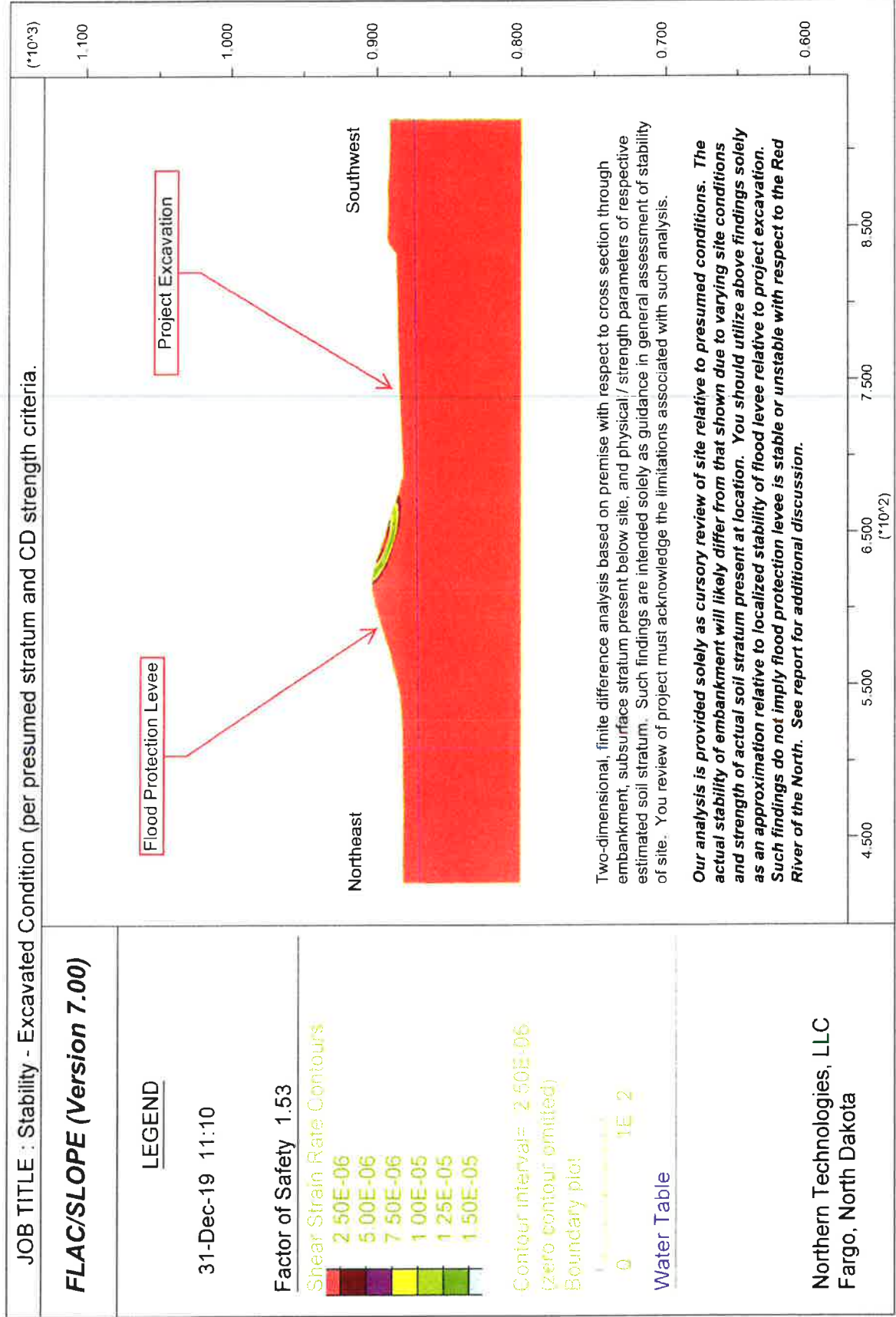




FIGURE 3C - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

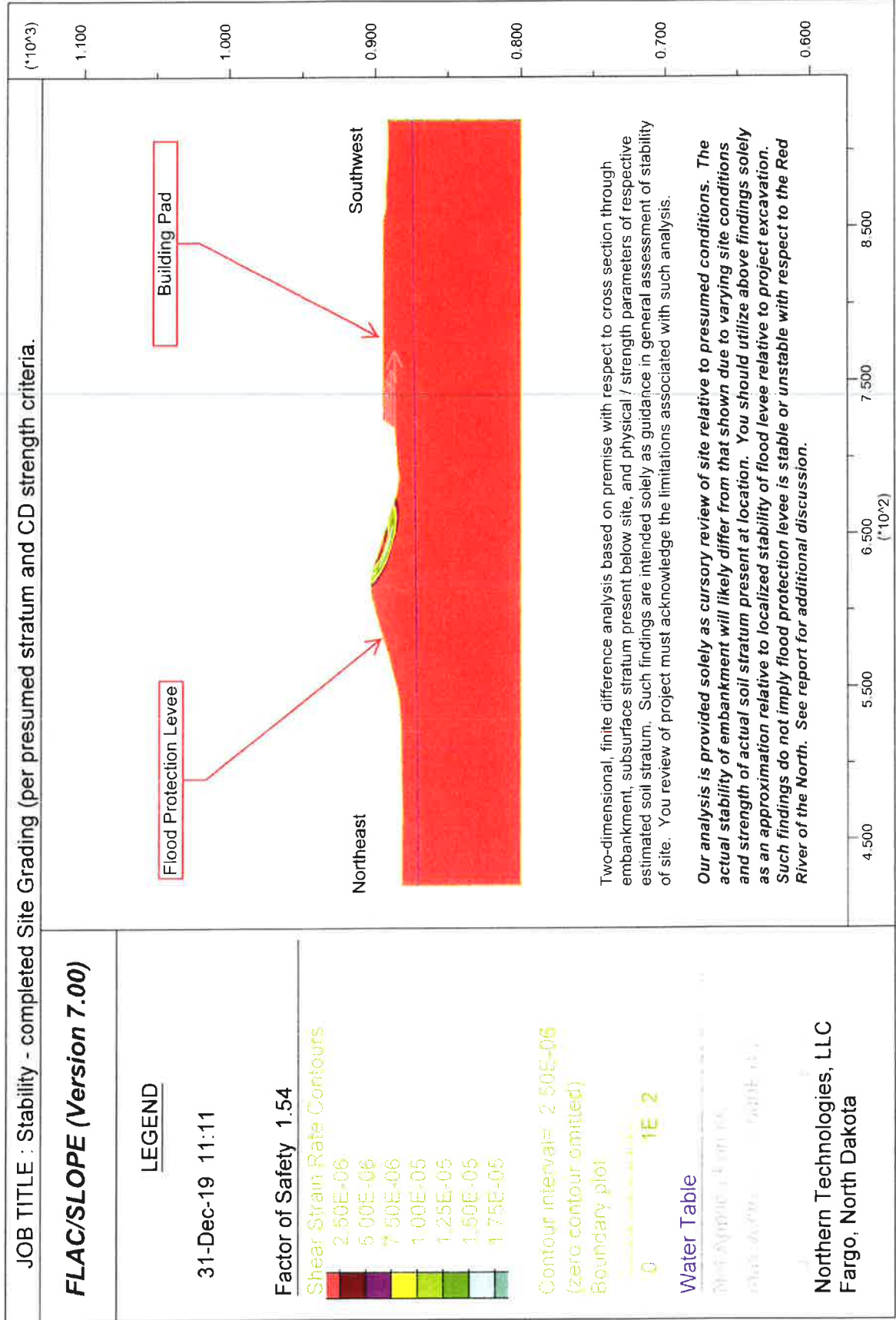
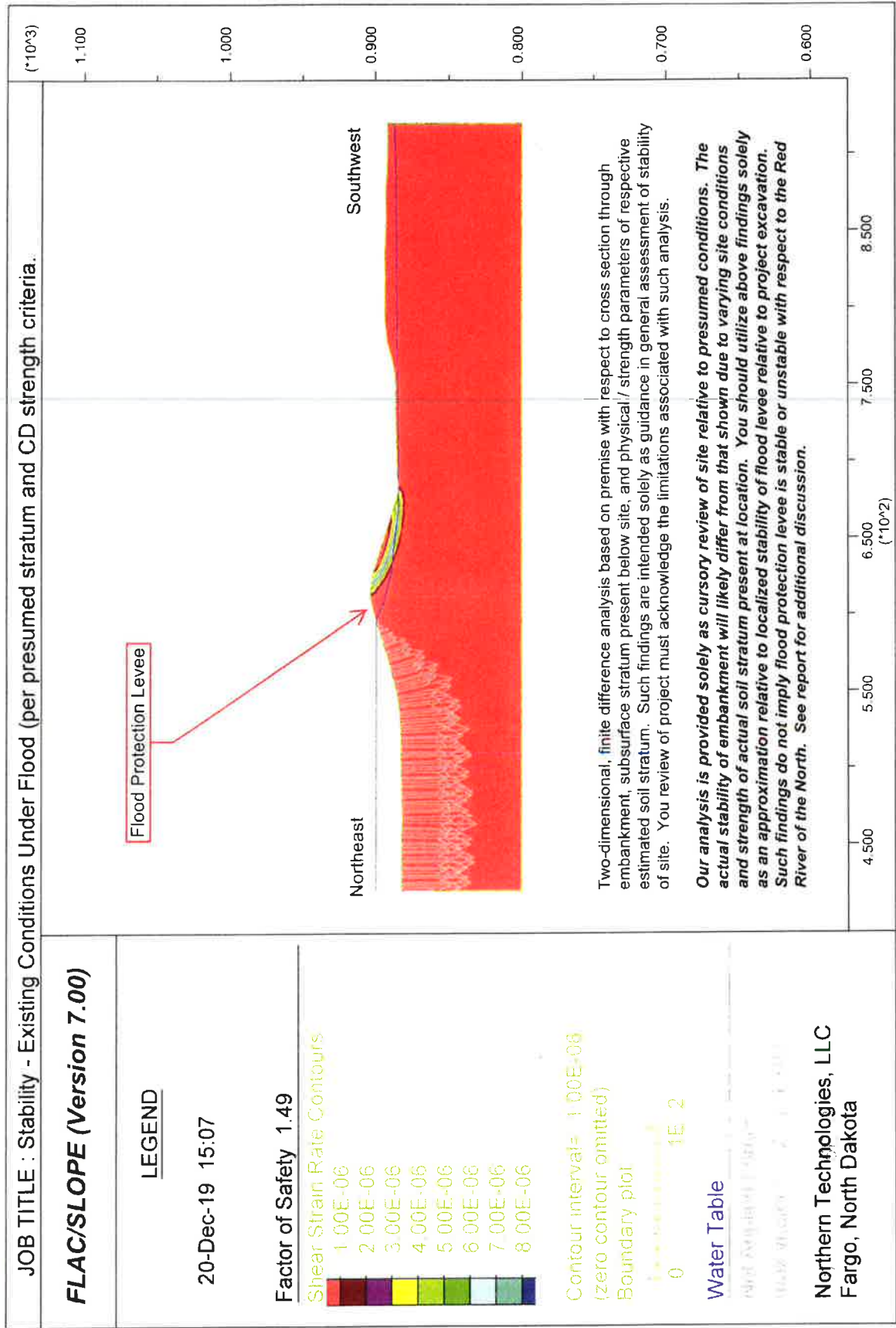




FIGURE 4A - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812



Northern Technologies, LLC
Fargo, North Dakota



FIGURE 4B - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

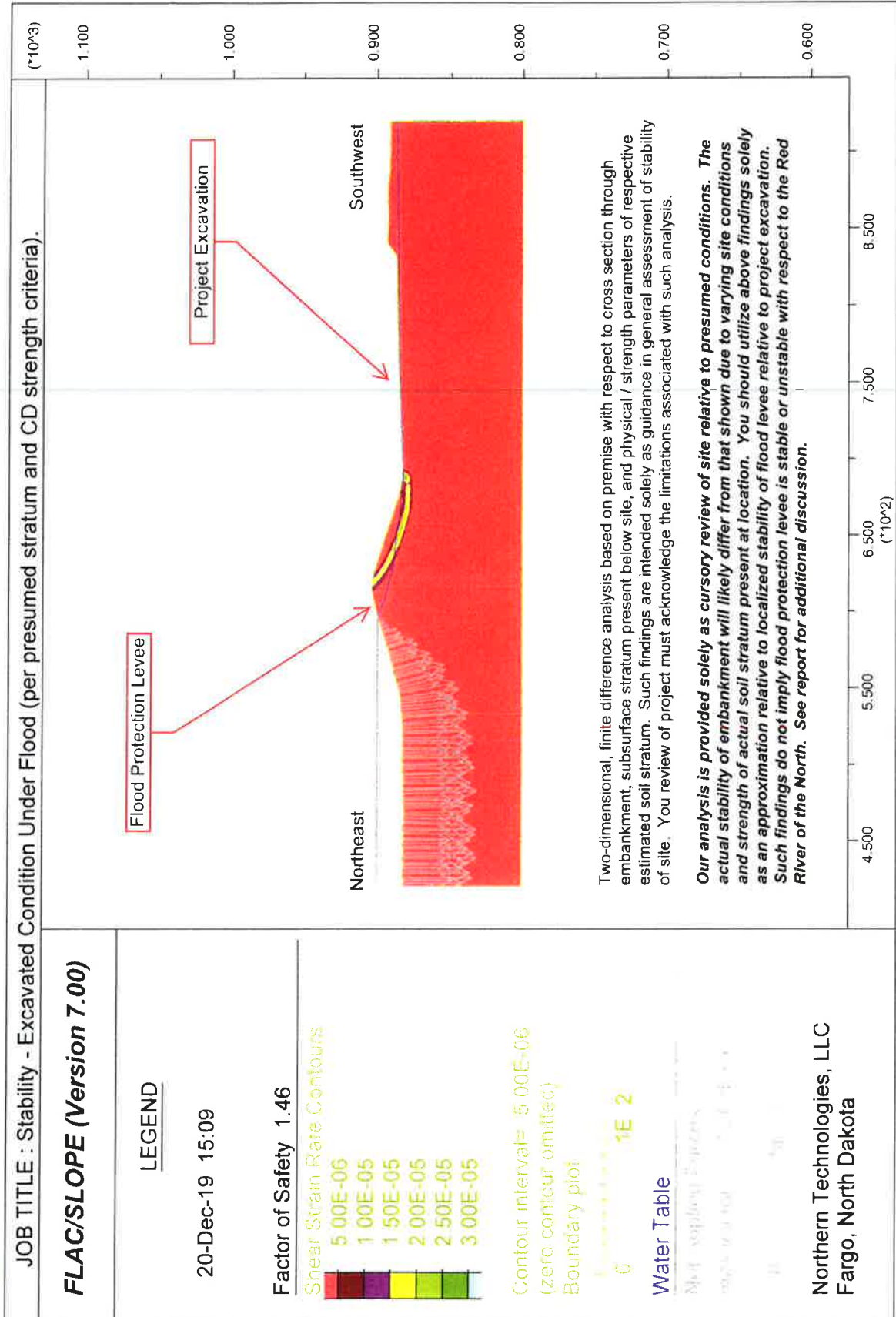




FIGURE 4C - STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

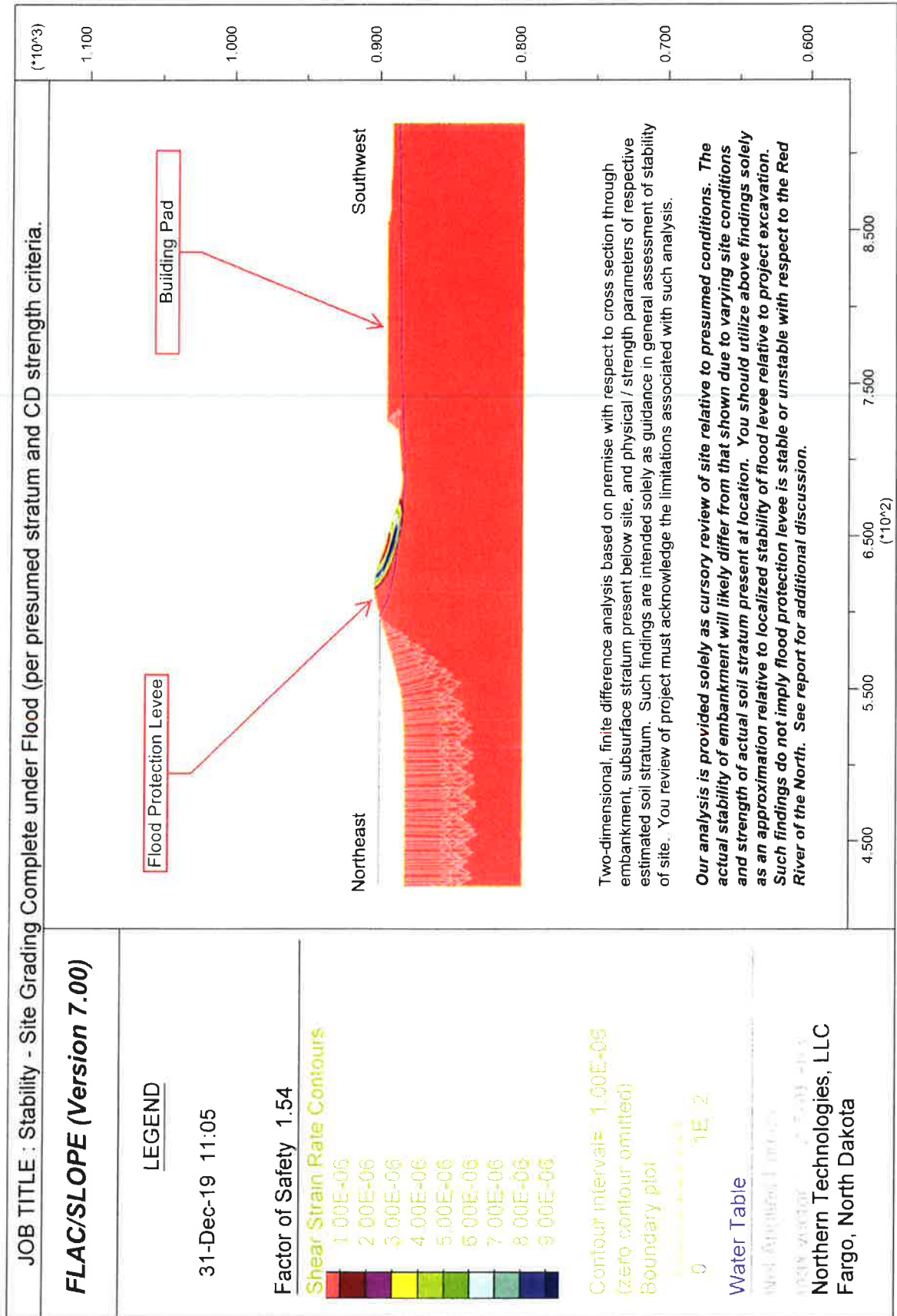




FIGURE 5A - OVERALL STABILITY of FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812

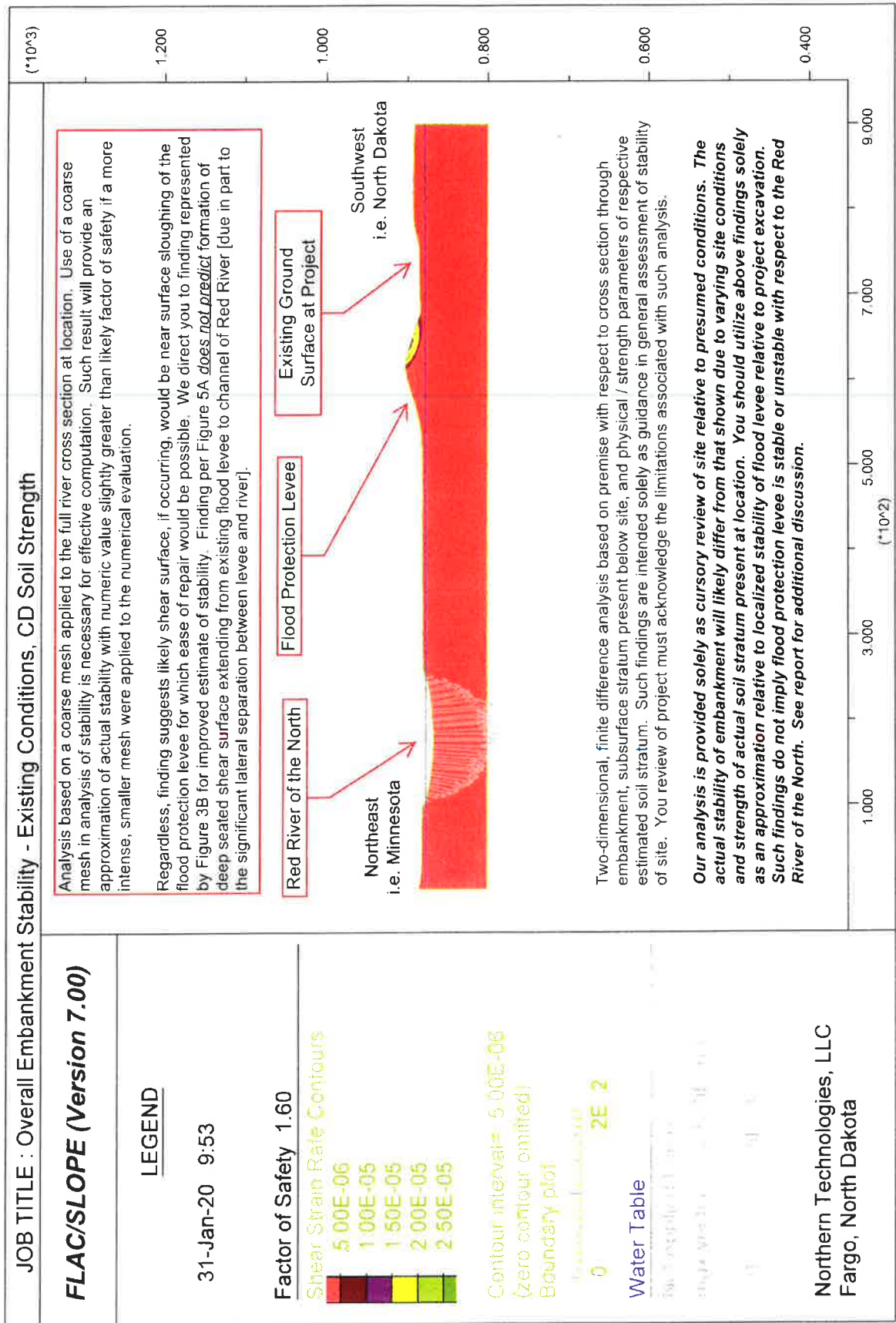
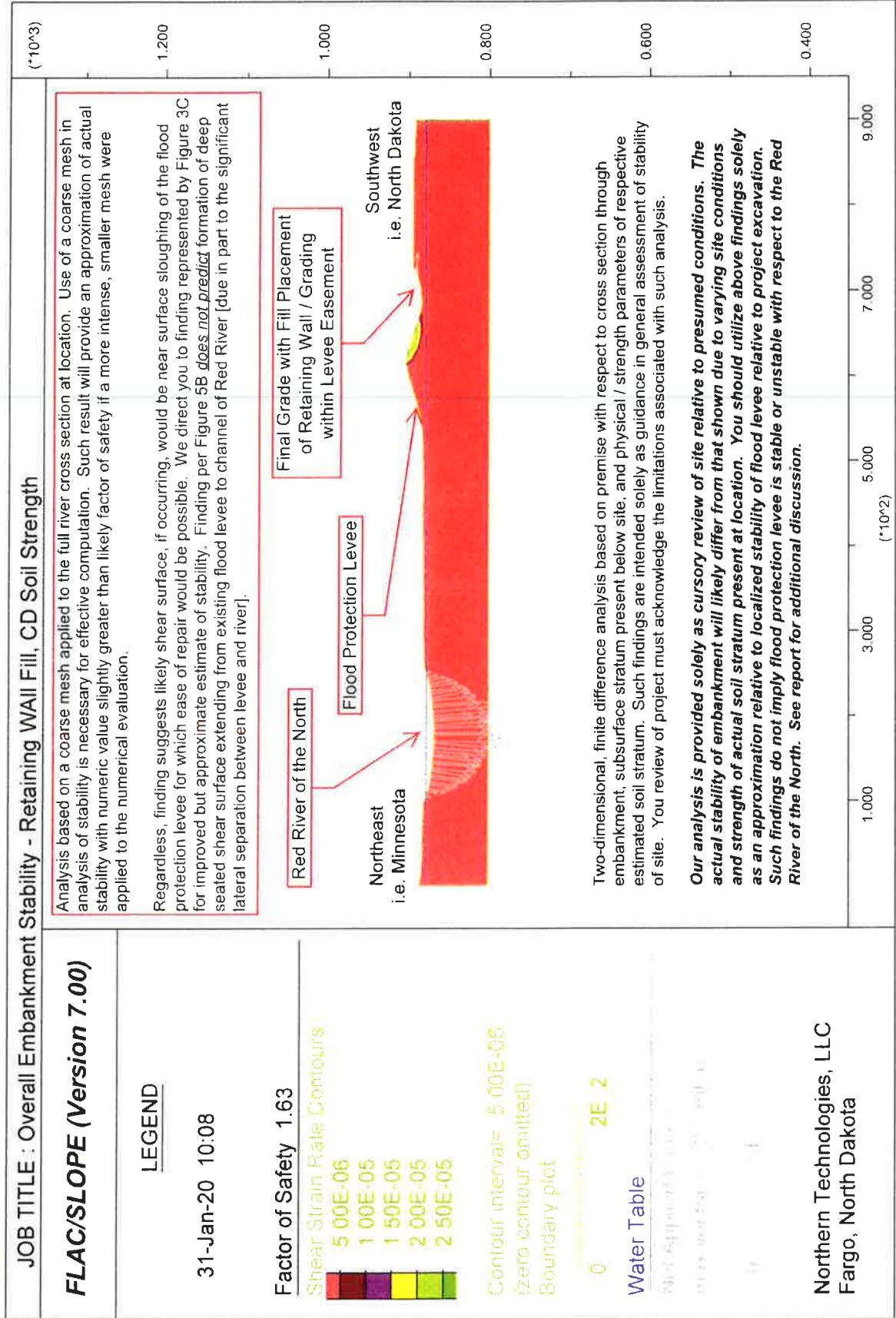




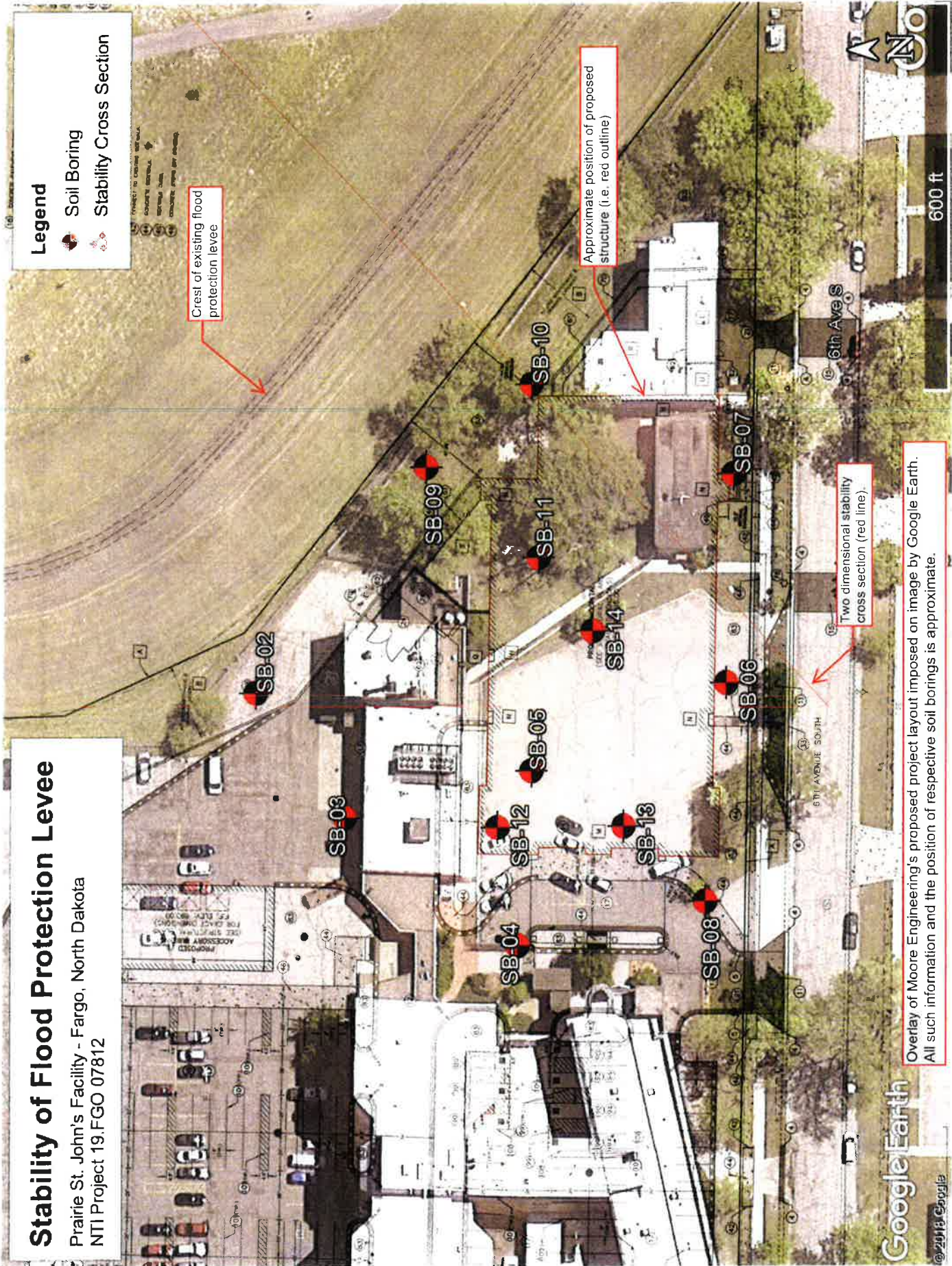
FIGURE 5B - OVERALL STABILITY OF FLOOD LEVEE
PRAIRIE ST. JOHN'S MEDICAL FACILITY
FARGO, NORTH DAKOTA
NTI Project 19.FGO 07812



NTI
NORTHERN
TECHNOLOGIES, LLC

ASTM D2166

Bret Anderson
(1/2/20)





NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-01

PAGE 1 OF 1
Long: -96° 47' 1.518"
Lat: 46° 52' 9.462"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FG007812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 2/26/19 COMPLETED 2/26/19 GROUND ELEVATION 885 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING --
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING -- No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) 4 AFTER DRILLING --
NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.6		7" of Asphalt	884.4									
1.3		FILL, SILTY SAND, dark brown, fine to coarse grained, trace gravel	883.8									
		FILL, SILTY CLAY, dark brown, with sand, trace gravel	SS 2	100	14-22-21 (43)			22				
4.0			881.0									
5		FILL, CLAY, light brown to black, trace sand	SS 3	89	4-3-2 (5)	0.7		28				
			SS 4	11	2-3-4 (7)							
9.0			876.0									
10		FAT CLAY, (CH) gray to brown, medium, transition	SS 5	111	2-2-3 (5)	1.0	81	33				
			SS 6	111	2-2-3 (5)	1.2	91	34				
15			SS 7	133	1-2-3 (5)	1.5	91	35				
16.5			868.5									
		FAT CLAY, (CH) dark brown to dark gray, medium, mottled	SS 8	111	2-3-4 (7)	1.6	92	33				
20			SS 9	111	2-3-4 (7)	1.7	90	33				
23.0			862.0									
		FAT CLAY, (CH) dark gray, medium, trace silt	SS 10	111	2-3-4 (7)	2.1	91	32				
30												
31.0			854.0									
			SS 11	111	2-3-4 (7)	0.9	86	38				
Bottom of borehole at 31.0 feet. Borehole backfilled with auger cuttings.												

NTI LOG - GENERAL WITH PHOTO'S - NTI/2018-02-23-001 - 42119 28 23 - 8 (FARGO) PROJECTS GEO-SCIENCE 2019 PRAIRIE ST. JOHN'S FACILITY - FARGO, ND PRAIRIE ST. JOHN'S FACILITY, DP7



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-02

PAGE 1 OF 1
Long: -96° 47' 2.4"
Lat: 46° 52' 10.02"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FGO07812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 2/26/19 COMPLETED 2/26/19 GROUND ELEVATION 883 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING —
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING — No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) 4 AFTER DRILLING —

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.6		7" of Asphalt	882.4	AU								
1.3		FILL, SILTY SAND, dark brown to black, fine to coarse grained, trace gravel	881.7	1								
		FAT CLAY, (CH) dark gray, transition	SS	111	14-27-21 (48)			33				
4.0		FAT CLAY, (CH) dark brown, rather stiff to medium	SS	56	6-7-8 (15)	2.5	84	29				
6.5		FAT CLAY, (CH) dark gray trace black, rather stiff	SS	33	4-4-5 (9)	1.5	79	33				
10.5		FAT CLAY, (CH) dark gray to brown, medium	SS	111	1-2-3 (5)	0.8	86	36				
			SS	133	2-3-4 (7)	1.5	87	35				
			SS	133	2-3-2 (5)	1.3	88	32				
			SS	133	2-2-3 (5)	1.1	85	38				
			SS	133	2-3-2 (5)	1.7	86	34				
23.0		FAT CLAY, (CH) dark gray, medium										
			SS	133	2-2-3 (5)	1.6	86	33				
31.0			SS	133	2-3-5 (8)	3.0	92	30				

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.

NTI
NORTHERN
TECHNOLOGIES, LLC

BORING NUMBER SB-03

PAGE 1 OF 1
Long: -96° 47' 3.336"
Lat: 46° 52' 9.552"

PROJECT NAME Prairie St. John's Facility

PROJECT LOCATION Fargo, North Dakota

GROUND ELEVATION 884 feet **HOLE SIZE** 6 1/2 in.

GROUND WATER LEVELS:

AT TIME OF DRILLING ---

AT END OF DRILLING --- No Groundwater Encountered

AFTER DRILLING

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
		5" of Asphalt	883.5 AU 1									
		FILL, CLAYEY SAND, dark brown to black, fine to coarse grained, trace gravel	883.2									
		BURIED TOPSOIL, ORGANIC CLAY, (OH) black	882.5									
		FAT CLAY, (CH) dark brown, trace silt	X SS 2	133	14-12-19 (31)			35				
5			X SS 3	133	7-5-6 (11)	1.5	85	32				
		FAT CLAY, (CH) dark brown, rather stiff to medium, trace silt	X SS 4	11	4-5-5 (10)	1.5	92	32				
10			X SS 5	56	2-3-3 (6)	2.0	94	28				
		FAT CLAY, (CH) dark brown to dark gray, medium, trace silt	X SS 6	111	2-3-4 (7)	1.3	86	33				
15			X SS 7	133	2-3-3 (6)	1.1	88	34				
			X SS 8	133	2-3-4 (7)	1.5	85	36				
20			X SS 9	133	2-3-3 (6)	1.5	84	34				
		FAT CLAY, (CH) dark gray, medium, trace silt										
25			X SS 10	133	3-3-4 (7)	1.3	82	38				
30		FAT CLAY, (CH) dark brown to dark gray, soft										
			X SS 11	133	1-1-2 (3)	0.3	62	68				

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.

MILOS - GENERAL WITH PHOTOS - NTI-2018-02-23.007 - 4/2/18 09:23 - R FANGOU PROJECT/NOEOP 2019/PRAIRIE NT JOHNS FACILITY - PABCO ND/PRAIRIE ST JOHN'S FACILITY GPU



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-04

PAGE 1 OF 1
Long: -96° 47' 4.272"
Lat: 46° 52' 8.652"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 2/26/19

COMPLETED 2/26/19

GROUND ELEVATION 892 feet

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING ---

LOGGED BY Chris Nelson

CHECKED BY Dan Gibson

AT END OF DRILLING --- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) 4

AFTER DRILLING ---

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.4		5" of Asphalt	AU 1									
		FILL, SILTY SAND, dark brown, fine to coarse grained, trace gravel										
3.0			SS 2	111	15-36-30 (66)							
		FILL, SILTY SAND, brown, fine grained										
5			SS 3	100	6-6-7 (13)			23				
6.0												
7.0		FILL, CLAY, black, trace sand, trace gravel										
		FAT CLAY, (CH) brown, medium to rather stiff, trace silt	SS 4	100	2-3-5 (8)	2.2	85	29				
10			SS 5	100	3-4-5 (9)	2.0	91	30				
11.5		FAT CLAY, (CH) dark gray, rather stiff, hydrocarbon odor, (150 ppm)	SS 6	100	3-4-6 (10)	1.8	90	31				
14.0												
15		FAT CLAY, (CH) brown to gray, rather stiff to medium	SS 7	100	3-4-5 (9)	1.9	88	31				
			SS 8	100	2-4-3 (7)	1.5	89	31				
20			SS 9	111	2-3-5 (8)	1.8	85	34				
23.0												
		FAT CLAY, (CH) dark gray, medium, trace organics										
25			SS 10	122	2-4-4 (8)	0.9	79	39				
27.0												
		FAT CLAY, (CH) dark gray, soft										
30			SS 11	133	1-1-1 (2)	0.3	58	70				
31.0												

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-05

PAGE 1 OF 1
Long: -96° 47' 2.976"
Lat: 46° 52' 8.58"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 2/26/19

COMPLETED 2/26/19

GROUND ELEVATION 891 feet

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING ---

LOGGED BY Chris Nelson

CHECKED BY Dan Gibson

AT END OF DRILLING --- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) 4

AFTER DRILLING ---

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.4		5" of Asphalt	AU 1									
1.4		FILL, SILTY SAND, dark brown, fine to coarse grained, trace gravel										
		FAT CLAY, (CH) dark brown, rather stiff	SS 2	133	12-22-19 (41)	2.3		31				
5			SS 3	133	5-7-7 (14)	2.9	88	31				
6.5		FAT CLAY, (CH) brown, rather stiff to medium	SS 4	111	3-4-7 (11)	2.1	92	30				
10			SS 5	111	4-5-7 (12)	2.2	96	29				
			SS 6	133	4-5-7 (12)	2.0	90	30				
15			SS 7	133	3-4-5 (9)	2.1	91	31				
			SS 8	133	3-5-7 (12)	2.3	94	29				
20			SS 9	133	2-3-5 (8)	2.0	92	31				
25												
25.0		FAT CLAY, (CH) dark gray to dark brown, medium	SS 10	133	3-4-4 (8)	2.3	89	32				
30												
31.0			SS 11	133	2-3-3 (6)	1.8	87	34				

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-06

PAGE 1 OF 1
Long: -96° 47' 2.328"
Lat: 46° 52' 7.572"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FGO07812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 2/26/19 COMPLETED 2/26/19 GROUND ELEVATION 892 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING —
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING — No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) 4 AFTER DRILLING —
NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.4		5" of Asphalt	AU 1									
0.9		FILL, SILTY SAND, dark brown, fine to coarse grained										
		BURIED TOPSOIL, ORGANIC CLAY, (OH) black	SS 2	133	16-24-23 (47)							
4.0			SS 3	111	5-6-7 (13)		88	30				
5		FAT CLAY, (CH) dark gray to black, rather stiff, transition										
6.5		FAT CLAY, (CH) dark brown, rather stiff	SS 4	133	4-4-6 (10)	3.2	93	11				
9.0		FAT CLAY, (CH) brown, rather stiff	SS 5	133	4-4-7 (11)	3.3	93	27				
11.5		FAT CLAY, (CH) brown to gray, rather stiff	SS 6	111	3-5-6 (11)	3.1	93	28				
15			SS 7	133	3-5-7 (12)	2.6	93	28				
			SS 8	133	3-5-6 (11)	2.5	96	28				
20			SS 9	111	3-5-7 (12)	2.3	94	28				
25			SS 10	133	3-4-6 (10)	1.9	96	28				
27.0		FAT CLAY, (CH) dark gray, rather stiff										
31.0			SS 11	133	3-5-7 (12)	0.5	63	63				

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.

NTI LOG - GENERAL WITH PHOTO - N73201442-23.001 - 42118 IN 21 - 8 FARGO/PROJECT/SCHEMATIC/2018/PRAIRIE ST. JOHN'S FACILITY - FARGO, ND PRAIRIE ST. JOHN'S FACILITY.DPJ



NTI
NORTHERN
TECHNOLOGIES, LLC

Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-07

PAGE 1 OF 1
Long: -96° 47' 0.78"
Lat: 46° 52' 7.536"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 2/26/19

COMPLETED 2/26/19

GROUND ELEVATION 893 feet

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING --

LOGGED BY Chris Nelson

CHECKED BY Dan Gibson

AT END OF DRILLING -- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) 4

AFTER DRILLING --

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		TOPSOIL, ORGANIC CLAY, (OH) black	AU 1									
0.5		FILL, FAT CLAY, black to brown										
			SS 2	33	2-3-4 (7)			31				
4.0		FILL, FAT CLAY, dark brown to black										
			SS 3	56	5-7-9 (16)	6.0	92	24				
6.5		FILL, FAT CLAY, brown to black										
			SS 4	78	5-9-12 (21)	6.0	100	21				
10.8		FAT CLAY, (CH) brown, rather stiff										
			SS 5	89	4-6-7 (13)	6.0	95	24				
			SS 6	89	5-6-7 (13)	3.7	92	30				
			SS 7	89	4-5-8 (13)	2.8	92	28				
			SS 8	111	4-6-8 (14)	3.1	93	28				
			SS 9	133	4-4-7 (11)	2.6	93	29				
23.0		FAT CLAY, (CH) dark brown to gray, medium										
			SS 10	133	3-3-5 (8)	1.6	94	30				
27.0		FAT CLAY, (CH) dark gray to dark brown, medium										
31.0			SS 11	133	2-3-4 (7)	0.9	63	61				

Bottom of borehole at 31.0 feet.
Borehole backfilled with auger cuttings.

NTI LOG - GENERAL WITH PHOTO - NTI190420-03-007 - 421110123 - 8 FARGO PROJECTS GEOLOGICAL - 3018 PRAIRIE ST. JOHN'S FACILITY - FARGO, ND - PRAIRIE ST. JOHN'S FACILITY.DPJ



NTI
NORTHERN
TECHNOLOGIES, LLC

Northern Technologies, LLC
3522 4th Avenue S.
Fargo, ND 58103
P: 701-232-1822 F: 701-232-1864
www.ntigeo.com

BORING NUMBER SB-08

PAGE 1 OF 4
Long: -96° 47' 3.948"
Lat: 46° 52' 7.68"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FGO07812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 3/15/19 COMPLETED 3/18/19 GROUND ELEVATION 892 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING —
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING — No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) 4 AFTER DRILLING —
NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.4		4.5" of Asphalt	AU 1									
1.4		FILL, FAT CLAY, black, fine to coarse grained, little gravel										
		BURIED TOPSOIL, ORGANIC CLAY, (OH) black N-Values affected by frost.	SS 2	122	10-20-15 (35)							
4.0												
5		FAT CLAY, (CH) dark brown, rather stiff, transition, trace white precipitate	SS 3	100	5-7-7 (14)		90	30				
8.0			SS 4	67	5-6-7 (13)	3.3	91	30				
		FAT CLAY, (CH) brown, rather stiff										
10			SS 5	78	2-4-5 (9)	3.6	96	29				
11.5												
		FAT CLAY, (CH) brown to gray, rather stiff to medium	SS 6	100	2-4-6 (10)	2.7	98	28				
15			SS 7	100	2-3-6 (9)	3.0	98	30				
			SS 8	100	2-3-5 (8)	2.4	97	32				
			SS 9	100	2-2-4 (6)	1.6	95	31				
20												
			SS 10	89	2-3-5 (8)	1.8	90	35				
25												

(Continued Next Page)

NTI
NORTHERN
TECHNOLOGIES, LLC

BORING NUMBER SB-08

PAGE 2 OF 4
Long: -96° 47' 3.948"
Lat: 46° 52' 7.68"

PROJECT NAME Prairie St. John's Facility

PROJECT LOCATION Fargo, North Dakota

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(Continued Next Page)



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Northern Technologies, LLC
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Fargo, ND 58103
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BORING NUMBER SB-08

PAGE 3 OF 4
Long: -96° 47' 3.948"
Lat: 46° 52' 7.68"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
60		FAT CLAY, (CH) dark gray, soft (continued)	SS 14	133	0-0-1 (1)	0.4	69	56				
65												
70			SS 15	133	0-1-1 (2)	0.3	66	60				
75			SS 16	133	0-1-1 (2)	0.2	73	54				
80												
85			SS 17	89	7-8-10 (18)	0.3	129	13				
87.0		SANDY LEAN CLAY, (CL) dark gray, stiff, trace gravel										
805.0												

(Continued Next Page)



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BORING NUMBER SB-08

PAGE 4 OF 4
Long: -96° 47' 3.948"
Lat: 46° 52' 7.68"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
90		SANDY LEAN CLAY, (CL) dark gray, stiff, trace gravel (continued)										
92.0		800.0										
95		SILTY LEAN CLAY, (CL) dark gray to gray, very stiff	SS 18	78	24-34-45 (79)	3.2	113	17				
100		pressuremeter performed at 96'										
103.0		789.0	SS 19	89	11-45-55 (100)	6.0						
104.0		788.0										
Bottom of borehole at 104.0 feet. Borehole grouted.												



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BORING NUMBER SB-09

PAGE 1 OF 3

Long: -96° 47' 0.7116"

Lat: 46° 52' 9.1272"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 3/25/19

COMPLETED 3/26/19

GROUND ELEVATION 886 feet

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING ---

LOGGED BY Chris Nelson

CHECKED BY Dan Gibson

AT END OF DRILLING --- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) 2

AFTER DRILLING ---

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		TOPSOIL, ORGANIC CLAY, (OH) black	AU 1									
1.3		FAT CLAY, (CH) dark brown, medium, transition	SS 2	89	4-2-4 (6)	2.9	87	35				
5			SS 3	100	2-3-2 (5)	1.0	89	34				
6.5		FAT CLAY, (CH) dark brown trace black, medium	SS 4	100	2-3-2 (5)	0.8	97	34				
9.0		FAT CLAY, (CH) dark brown, medium	SS 5	100	2-3-2 (5)	1.7	94	34				
11.5		FAT CLAY, (CH) brown, medium	SS 6	100	2-3-4 (7)	1.4	94	31				
15			SS 7	100	2-3-5 (8)	1.7	91	33				
16.5		FAT CLAY, (CH) dark brown to gray, medium to rather stiff	SS 8	100	2-3-5 (8)	2.3	93	29				
20			SS 9	100	3-4-5 (9)	1.9	93	30				
25			SS 10	100	3-3-4 (7)	1.6	88	38				

(Continued Next Page)



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BORING NUMBER SB-09

PAGE 2 OF 3

Long: -96° 47' 0.7116"

Lat: 46° 52' 9.1272"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
30		29.5 FAT CLAY, (CH) dark gray trace black, medium, trace silt	856.5 SS 11	100	2-2-3 (5)	1.2	88	36				
35			SS 12	100	2-2-3 (5)	1.2	90	36				
		37.0 FAT CLAY, (CH) dark gray, soft	849.0									
40			SS 13	100	2-1-2 (3)	0.7	68	57				
45												
50			SS 14	133	1-1-2 (3)	0.4	57	79				
55												
60			SS 15	133	1-1-2 (3)	0.3	77	51				

NTI LOG: GENERAL USE THIS ONE - NTI 2017-25-14.DDT - 4519.00 - A: 19.FGO07812.000 - 2019 PRAIRIE ST. JOHN'S FACILITY - JAROD NORDHANE TT. JOHN'S FACILITY.GPJ

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BORING NUMBER SB-09

PAGE 3 OF 3
Long: -96° 47' 0.7116"
Lat: 46° 52' 9.1272"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
65		FAT CLAY, (CH) dark gray, soft (continued)										
70			SS 16	133	1-1-2 (3)	0.5	72	56				
75												
80			SS 17	133	2-3-3 (6)	0.5	87	40				
82.0		804.0										
85		SANDY LEAN CLAY, (CL) dark gray, rather stiff to very stiff, trace gravel	SS 18	89	6-6-7 (13)	1.6		19				
90			SS 19	100	36-59-94 (153)	5.2	102	21				
95		pressure meter performed at 93'										
95.0		791.0										
Bottom of borehole at 95.0 feet. Borehole grouted.												

NTI LOG - GENERAL, SITE THIS ONE - NTI 2017.06.14.007 - 42.318.00 W. - R. FARGO PROJECT LOGS FOR PRAIRIE ST. JOHN'S FACILITY - FARGO, ND PRAIRIE ST. JOHN'S FACILITY.GPJ



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Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-10

PAGE 1 OF 1
Long: -96° 47' 0.096"
Lat: 46° 52' 8.58"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FGO07812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 6/12/19 COMPLETED 6/12/19 GROUND ELEVATION 885 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING —
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING — No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) NA AFTER DRILLING —
NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
		TOPSOIL, ORGANIC CLAY, (OH) black	AU 1									
		FILL, CLAY, brown to black, with organics										
			SS 2	11	5-3-4 (7)							
4.0		SILTY FAT CLAY, (CH) brown, medium, transition										
			SS 3	44	3-2-5 (7)	0.8						
		</										

Bottom of borehole at 21.0 feet.
Borehole backfilled with auger cuttings.



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Fargo
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BORING NUMBER SB-11

PAGE 1 OF 1
Long: -96° 47' 1.392"
Lat: 46° 52' 8.544"

CLIENT UHS of Delaware, Inc. PROJECT NAME Prairie St. John's Facility
PROJECT NUMBER 19.FGO07812.000 PROJECT LOCATION Fargo, North Dakota
DATE STARTED 6/12/19 COMPLETED 6/12/19 GROUND ELEVATION 888 feet HOLE SIZE 6 1/2 in.
DRILLING CONTRACTOR NTI GROUND WATER LEVELS:
DRILLING METHOD 3 1/4 in H.S.A AT TIME OF DRILLING —
LOGGED BY Chris Nelson CHECKED BY Dan Gibson AT END OF DRILLING — No Groundwater Encountered
CAVE IN (ft) NR FROST DEPTH (ft) NA AFTER DRILLING —

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.8		TOPSOIL, ORGANIC CLAY, (OH) black	AU 1									
		FILL, CLAY, black to yellowish brown, with Yellow Bricks	SS 2	22	8-5-5 (10)							
4.5												
5		FAT CLAY, (CH) brown, medium to rather stiff	SS 3	33	4-3-4 (7)	2.1						
			SS 4	67	2-3-3 (6)	1.0						
			SS 5	67	3-3-3 (6)	1.7						
			SS 6	78	3-3-4 (7)	2.3						
			SS 7	67	2-3-5 (8)	1.0						
			SS 8	100	2-3-6 (9)	1.6						
			SS 9	67	3-3-5 (8)	1.7						
21.0												

Bottom of borehole at 21.0 feet.
Borehole backfilled with auger cuttings.



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BORING NUMBER SB-12

PAGE 1 OF 1

Long: -96° 47' 3.3972"

Lat: 46° 52' 8.7564"

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 6/12/19

COMPLETED 6/12/19

GROUND ELEVATION 891 feet

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING ---

LOGGED BY Chris Nelson

CHECKED BY Dan Gibson

AT END OF DRILLING --- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) NA

AFTER DRILLING ---

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
0.8		9.5" of Asphalt	AU 1									
1.0		FILL, SILTY SAND, black to dark brown, fine to coarse grained, trace gravel										
		FILL, SILTY CLAY, dark gray to brown, trace sand										
			SS 2	67	3-3-5 (8)							
5			SS 3	44	2-1-2 (3)	1.2						
6.5		FAT CLAY, (CH) brown, medium	SS 4	58	2-2-3 (5)	1.5						
9.0		FAT CLAY, (CH) dark gray to dark brown, medium, mottled petroleum odor	SS 5	100	2-2-4 (6)	1.6						
11.5		FAT CLAY, (CH) dark gray, medium petroleum odor	SS 6	100	3-3-5 (8)	2.1						
14.0		FAT CLAY, (CH) brown, rather stiff to medium	SS 7	89	2-3-6 (9)	1.7						
			SS 8	100	2-3-5 (8)	2.4						
20			SS 9	100	2-4-4 (8)	1.5						
21.0												

Bottom of borehole at 21.0 feet.
Borehole backfilled with auger cuttings.

NTI
NORTHERN
TECHNOLOGIES, LLC

BORING NUMBER SB-13

PAGE 1 OF 1
Long: -96° 47' 3.39"
Lat: 46° 52' 8.1012"

PROJECT NAME Prairie St. John's Facility

PROJECT LOCATION Fargo, North Dakota

HOLE SIZE 6 1/2 in.

GROUND WATER LEVELS:

AT TIME OF DRILLING

AT END OF DRILLING --- No Groundwater Encountered

AFTER DRILLING _____

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0												
		7.5" of Asphalt	AU 1									
		FILL, SILTY SAND, dark brown to black, fine to coarse grained, trace gravel										
		FILL, SILTY CLAY, brown to black, trace sand, trace gravel, with Yellow Bricks	SS 2	11	6-4-7 (11)	6.0						
5			SS 3	44	4-4-5 (9)	3.7						
		FAT CLAY, (CH) brown, medium to rather stiff	SS 4	67	3-3-5 (8)	2.9						
10			SS 5	78	3-3-4 (7)	1.7						
			SS 6	100	3-3-5 (8)	1.4						
15			SS 7	100	3-4-6 (10)	1.8						
			SS 8	89	3-4-6 (10)	1.8						
20		FAT CLAY, (CH) dark gray to dark brown, rather stiff, mottled	SS 9	100	3-4-5 (9)	2.1						

Bottom of borehole at 21.0 feet.
Borehole backfilled with auger cuttings.



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NORTHERN
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Fargo
3522 4th Ave S
Fargo, North Dakota 58103

BORING NUMBER SB-14

PAGE 1 OF 1
Long: -96.78389
Lat: 46.86896

CLIENT UHS of Delaware, Inc.

PROJECT NAME Prairie St. John's Facility

PROJECT NUMBER 19.FGO07812.000

PROJECT LOCATION Fargo, North Dakota

DATE STARTED 12/10/19

COMPLETED 12/10/19

GROUND ELEVATION

HOLE SIZE 6 1/2 in.

DRILLING CONTRACTOR NTI

GROUND WATER LEVELS:

DRILLING METHOD 3 1/4 in H.S.A

AT TIME OF DRILLING

LOGGED BY Chris Nelson

CHECKED BY Bret Anderson

AT END OF DRILLING -- No Groundwater Encountered

CAVE IN (ft) NR

FROST DEPTH (ft) NA

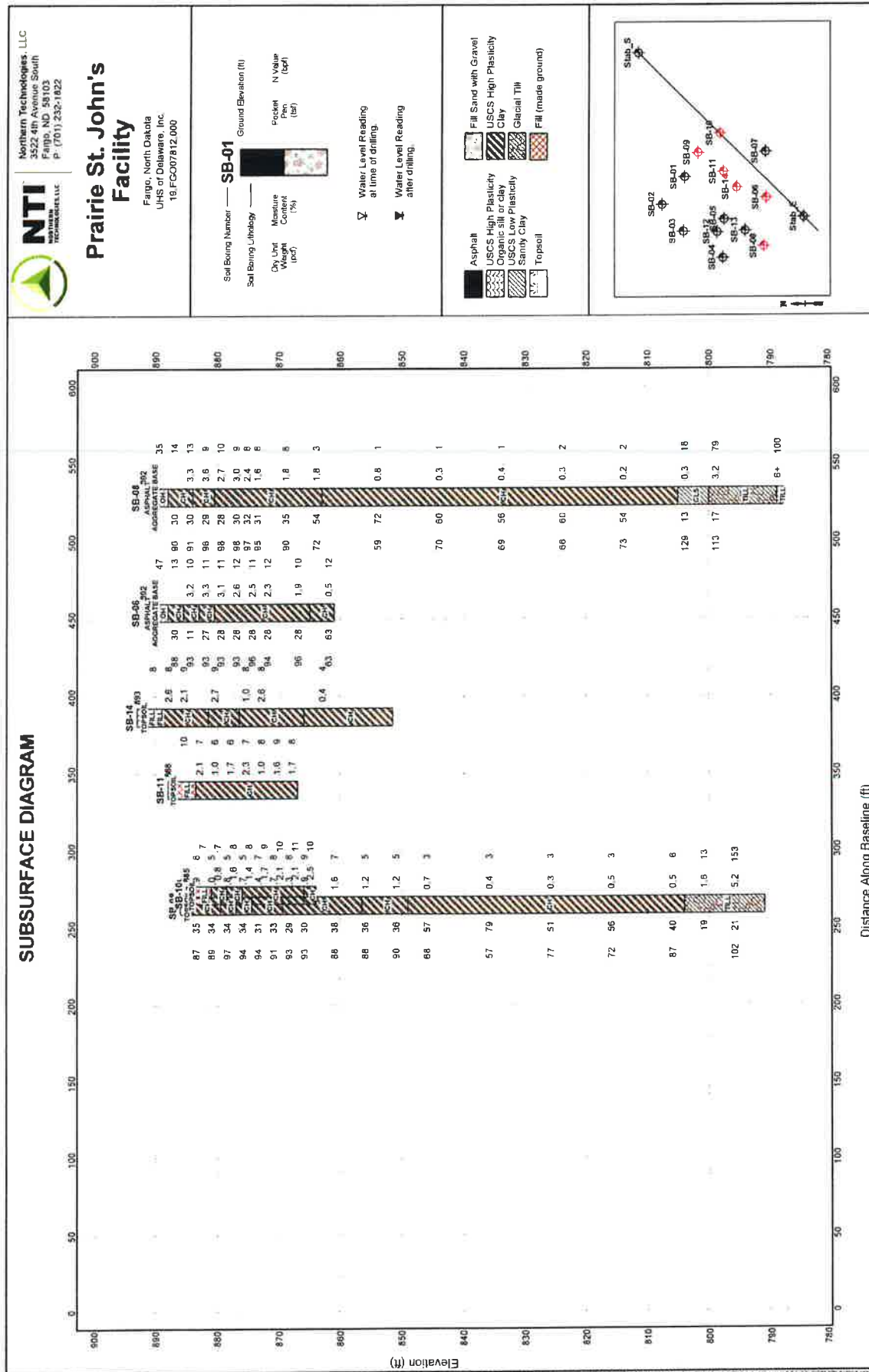
AFTER DRILLING

NOTES

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		TOPSOIL, ORGANIC CLAY, (OH) black	AU 1									
1.3		FILL, SILTY SAND, brown										
1.7		FILL, FAT CLAY, dark gray to black	SS 2	44	2-3-5 (8)							
4.0		POSSIBLE FILL, FAT CLAY, (CH) dark brown, transition	SS 3	33	2-3-5 (8)	2.6						
5			SS 4	56	3-4-5 (9)	2.1						
10			ST 5									
11.5		FAT CLAY, (CH) brown, rather stiff	SS 6	83	3-4-5 (9)	2.7						
15			ST 7									
16.5		FAT CLAY, (CH) brown to dark gray, medium, mottled	SS 8	78	3-3-5 (8)	1.0						
20			SS 9	83	3-3-5 (8)	2.6						
25			ST 10									
27.0		FAT CLAY, (CH) dark gray, soft										
30			SS 11	133	2-2-2 (4)	0.4						
35			ST 12									
40			ST 13									
41.5												

Bottom of borehole at 41.5 feet.
Borehole backfilled with auger cuttings.

NTI LOG - GENERAL VAIN PHOTOS - NTI 2014-02-21 02:12 - 12/10/19 09:05 - C:USERS\CHRISTOPHER\DESKTOP\PROJECTS\PRairie St. John's Facility - FARGO, ND\PRairie St. John's Facility.DWG





SCHULTZ+ASSOCIATES
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ARCHITECT OF RECORD



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STEELMARK



FOOD SERVICE
Insulin Foodservices Group
2627 Charlotte Avenue



LANDSCAPE ARCHITECT
Land Elements
210 Broadway Suite 202

Relative humidity (%)

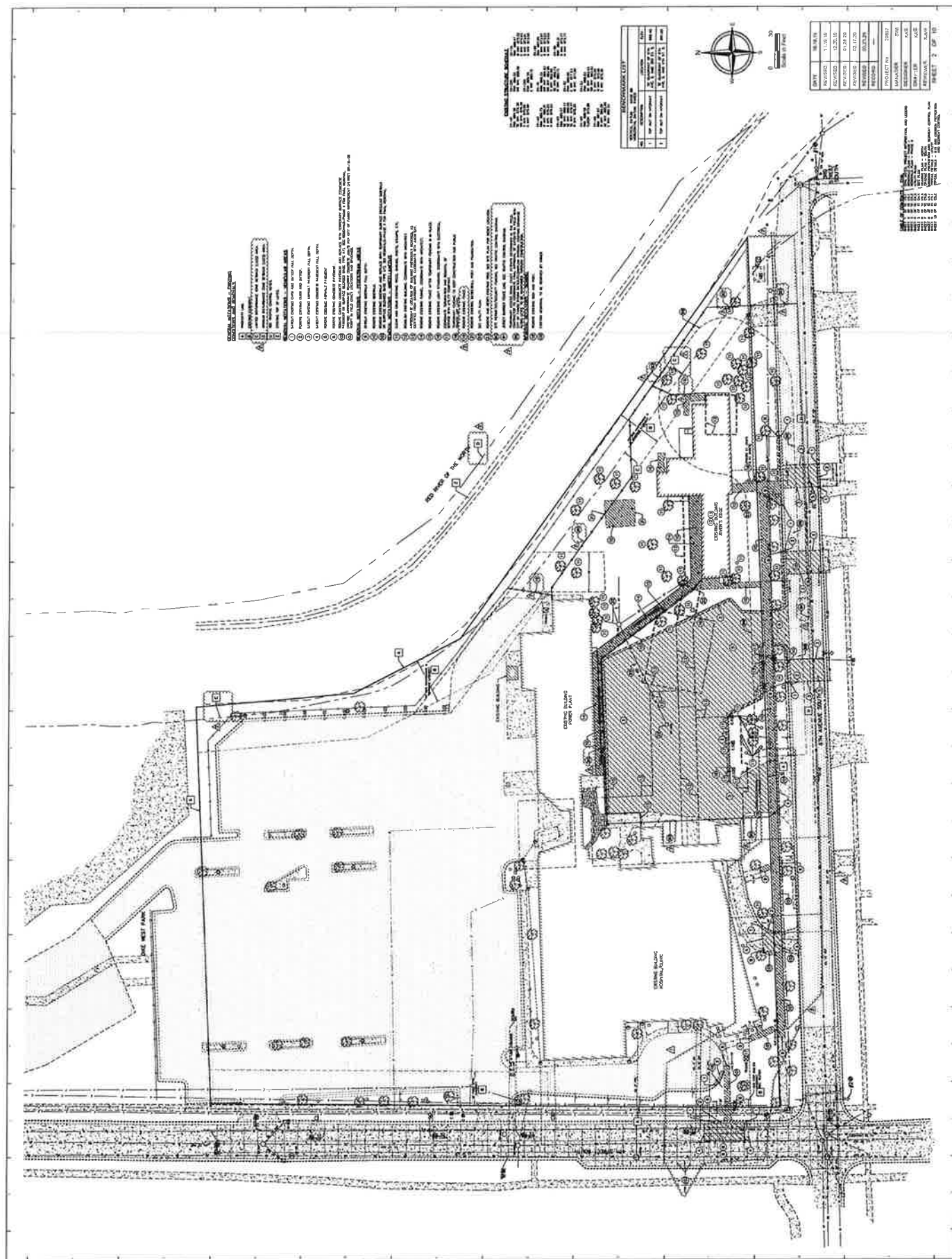


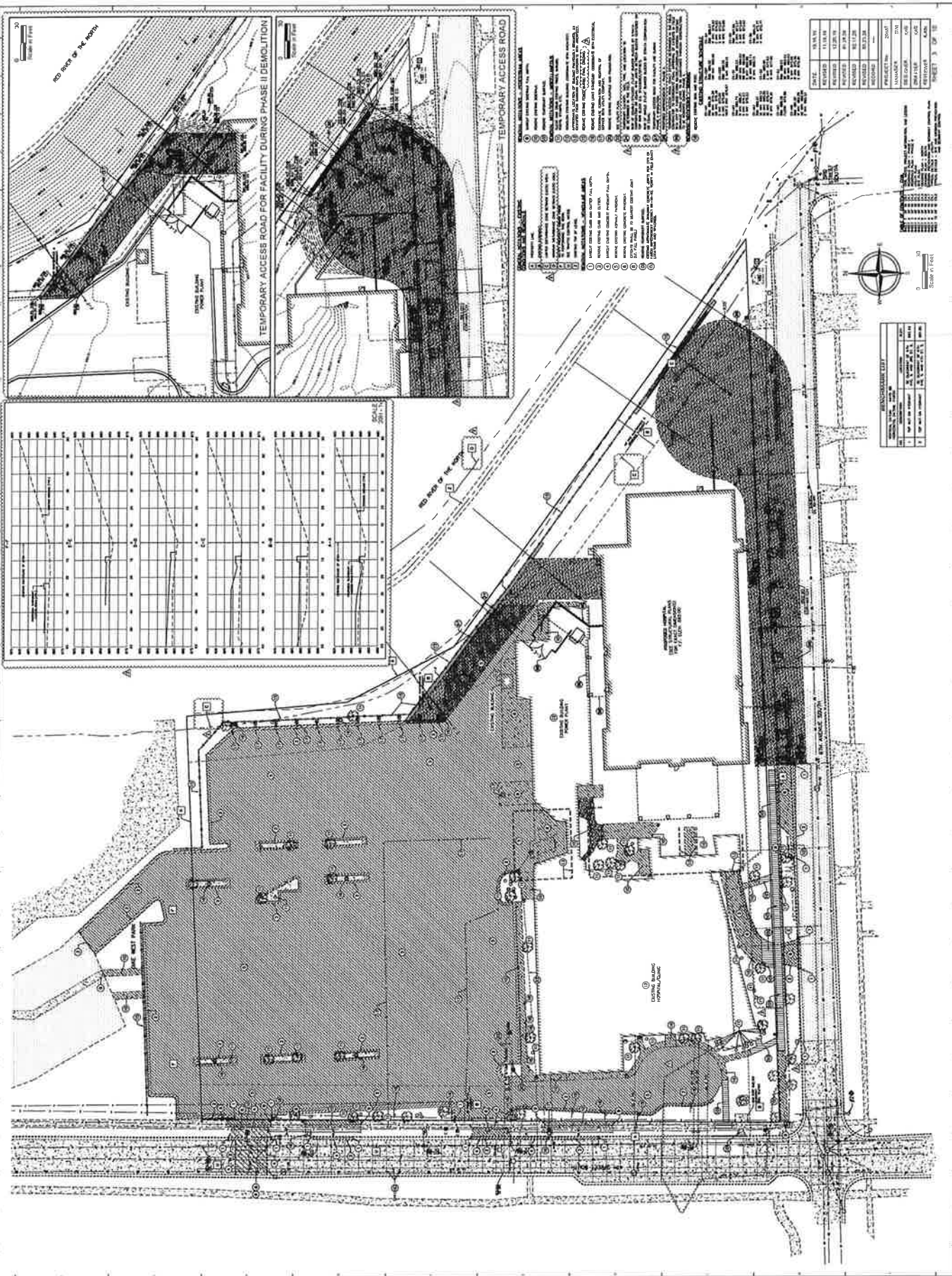
BP 2 - CORE & SHELL/SITE

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at Massachusetts, Inc.,
Yonkers, N.Y.

October 18, 2019 1837

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Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Flagstaff, North Dakota



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1200 S. 17TH AVE. SUITE 200
FLAGSTAFF, ND 58001
TEL: 701.837.2000
FAX: 701.837.2001



moore
ELECTRICAL ENGINEER
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FLAGSTAFF, ND 58001
TEL: 701.837.2000
FAX: 701.837.2001



INMAN
STRUCTURAL ENGINEER
1200 S. 17TH AVE. SUITE 200
FLAGSTAFF, ND 58001
TEL: 701.837.2000
FAX: 701.837.2001



LANDSCAPE
LANDSCAPE ARCHITECT
1200 S. 17TH AVE. SUITE 200
FLAGSTAFF, ND 58001
TEL: 701.837.2000
FAX: 701.837.2001

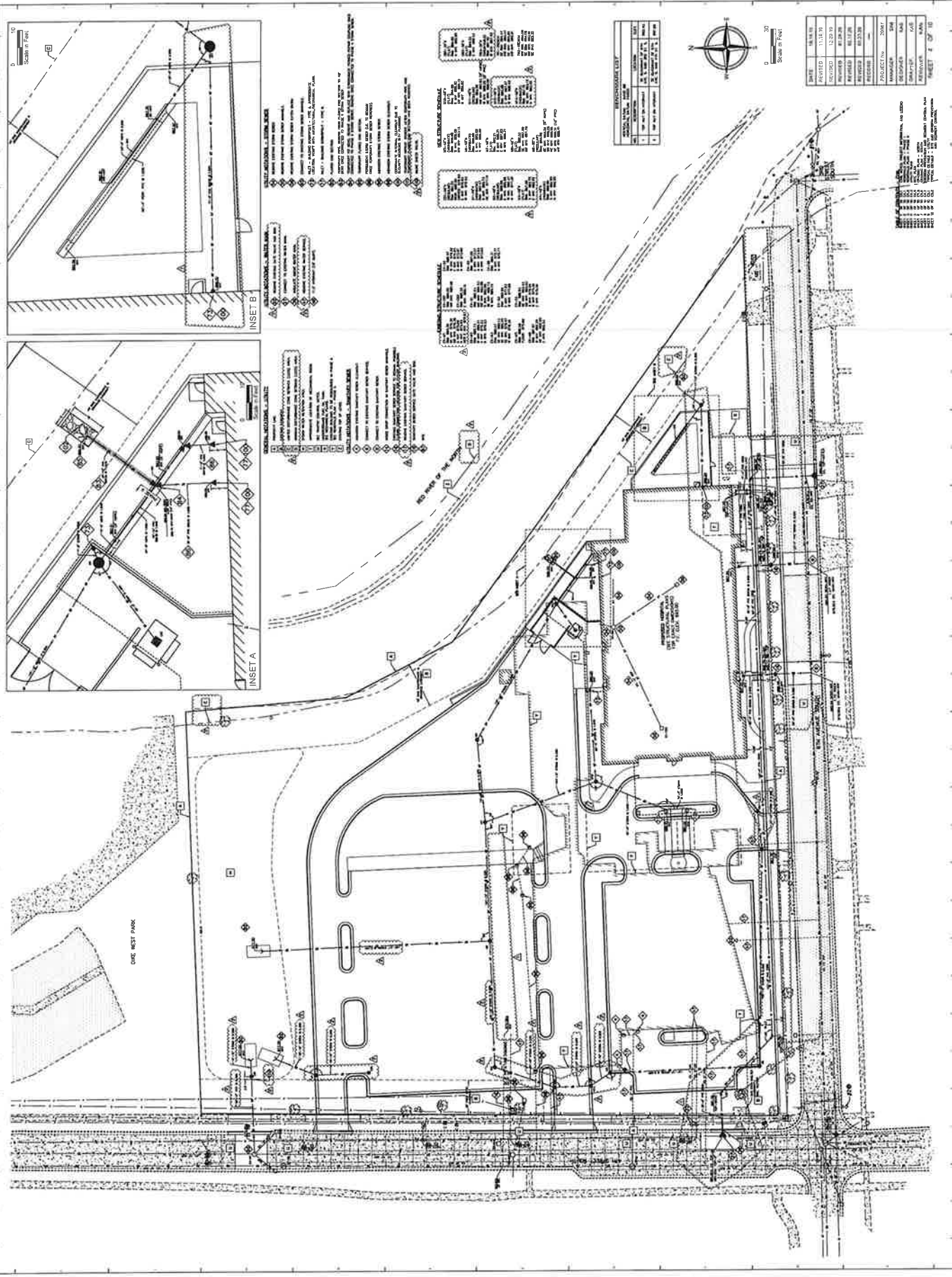
GENERAL NOTES
1. SEE SHEET 101 FOR
2. SEE SHEET 102 FOR
3. SEE SHEET 103 FOR

BP 2 - CORE & SHELL SITE

October 18, 2019 1837

Utility Plan

C4.3R



Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Fargo, North Dakota



SHULTZ-ASSOCIATES
ARCHITECTS
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HENSEL PHILLIP
INTERIORS ARCHITECT
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ELECTRICAL ENGINEER
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moore
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STRUTCHER ENGINEER
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INMAN
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Fargo, ND 58102
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IANI ENGINEERS
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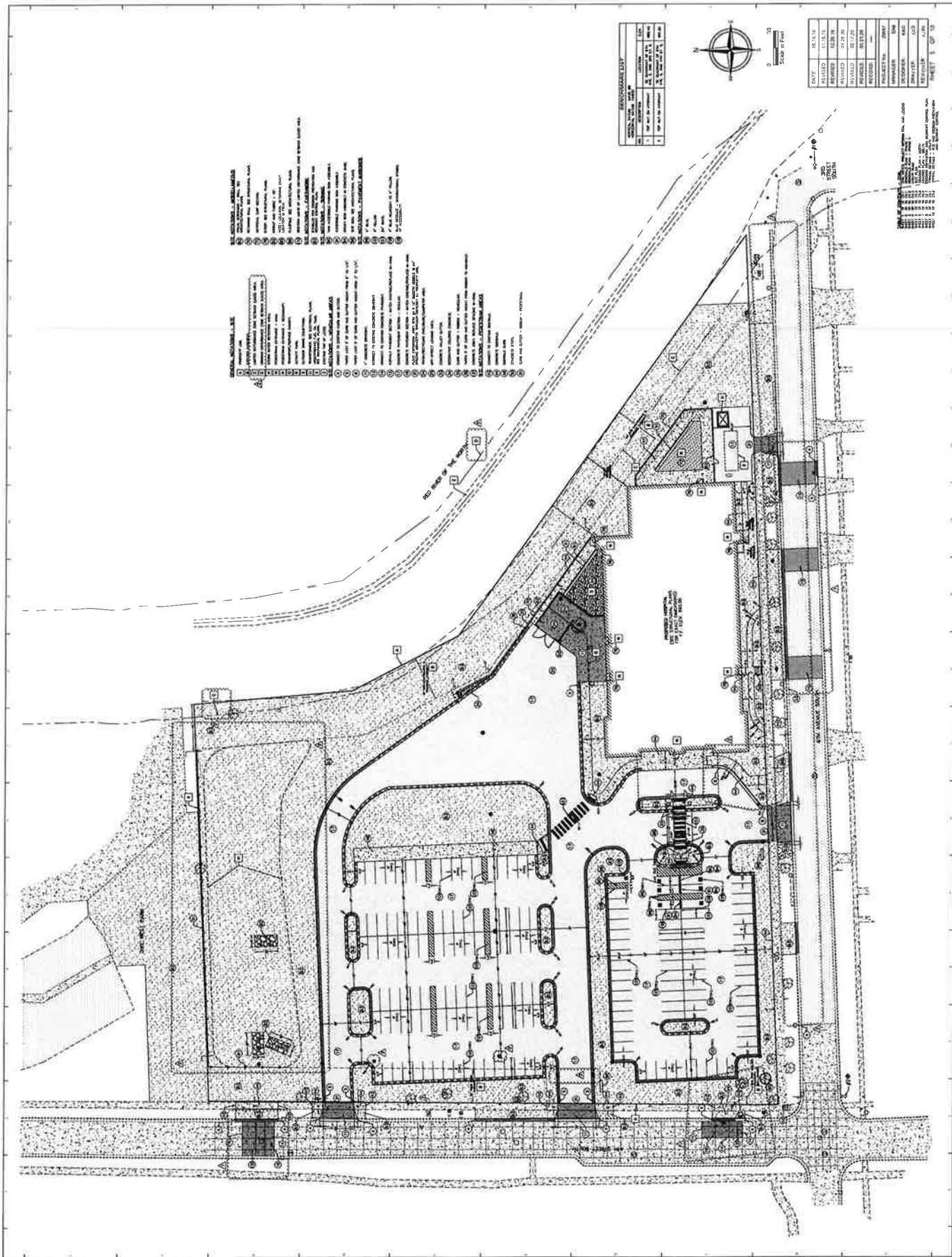
REVISIONS
1. 10/18/18
2. 10/18/18
3. 10/18/18

BP 2 - CORE & SHELL SITE

This document was prepared by the Architect and Engineer for the use of the Owner. It is not to be used for any other purpose without the written consent of the Architect and Engineer.

October 18, 2019
1837
SITE PLAN

C4.4R



Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Fargo, North Dakota



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STANG & DILL
INTERIORS ARCHITECT
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701.785.2000



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ELECTRICAL ENGINEER
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moore
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Fargo, ND 58102-1000
701.785.2000



STANG & DILL
MECHANICAL ENGINEER
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Fargo, ND 58102-1000
701.785.2000



INMAN
CIVIL ENGINEER
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Fargo, ND 58102-1000
701.785.2000



LANE ENGINEERING
CIVIL ENGINEER
1100 1st Avenue North
Fargo, ND 58102-1000
701.785.2000

CONTRACTOR NOTES
1. See 1801 Livingstone
2. See 1801 Livingstone
3. See 1801 Livingstone

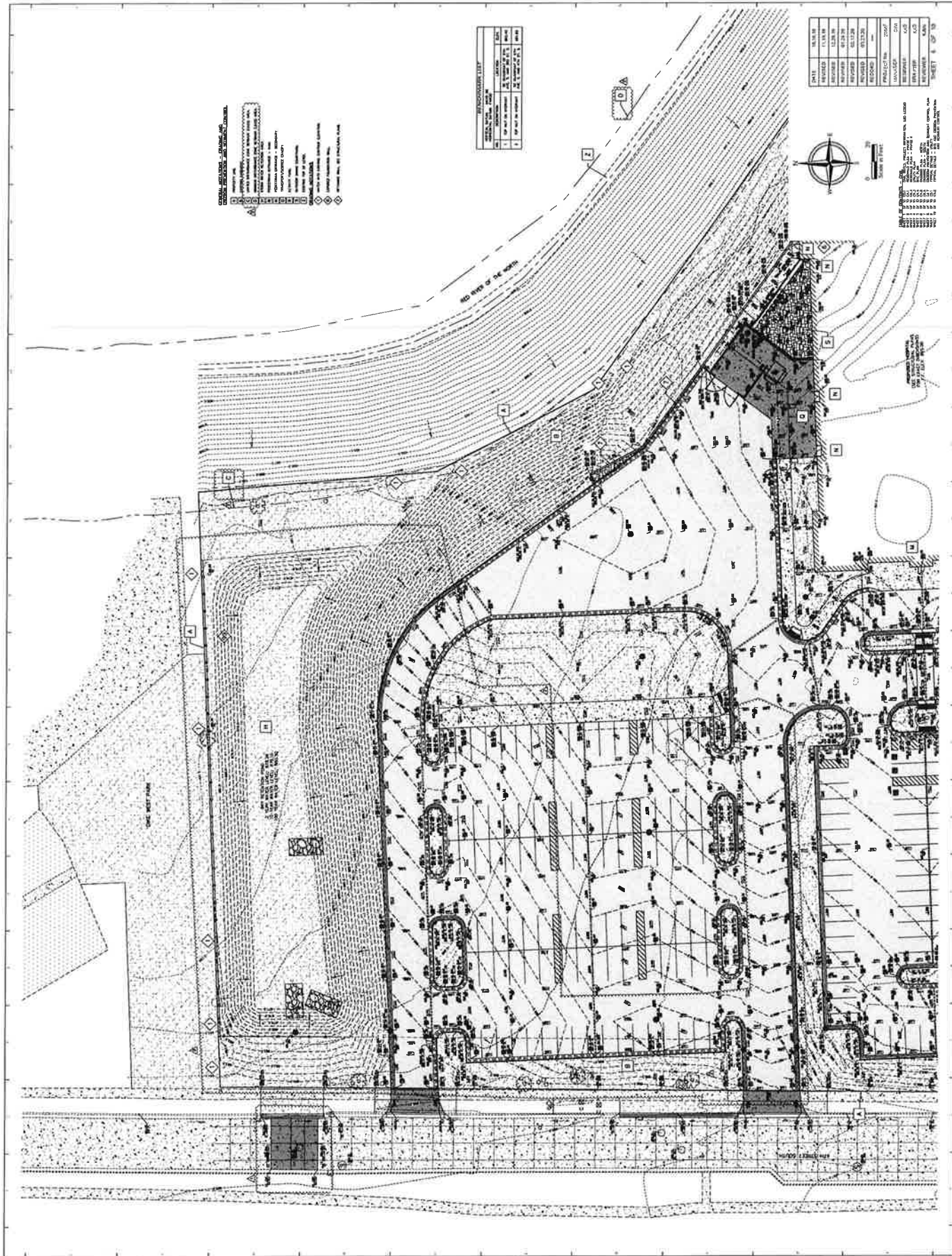
BP 2 - CORE & SHELL SITE

The drawings are
prepared by the
original designers to be used
for the construction of the
facility.

1837

October 18, 2019
Grading Plan - North

C4.5R



Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Fargo, North Dakota



SMULTY ASSOCIATES
ARCHITECT OF RECORD
1270 Main Avenue
Fargo, ND 58103
701.785.0215



STEVENS HILL
INTERIORS ARCHITECT
815 West Main Street
Fargo, ND 58103
701.785.0215



CMTA
MECHANICAL ENGINEER
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Fargo, ND 58103
701.785.0215



moore
ELECTRICAL ENGINEER
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Fargo, ND 58103
701.785.0215



CIVIL ENGINEER
1841 Broadway Blvd
Fargo, ND 58103
701.785.0215



INMAN
STRUCTURAL ENGINEER
1841 Broadway Blvd
Fargo, ND 58103
701.785.0215



LAWSON
LANDSCAPE ARCHITECT
1841 Broadway Blvd
Fargo, ND 58103
701.785.0215



GENERAL NOTES
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE SDGHS SPECIFICATIONS FOR CONSTRUCTION.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND UTILITIES INFORMATION.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

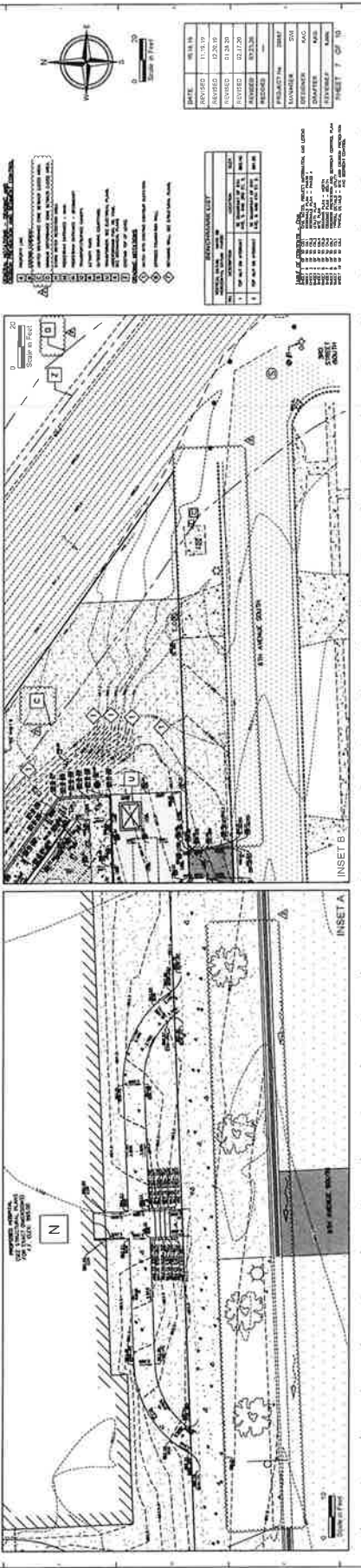
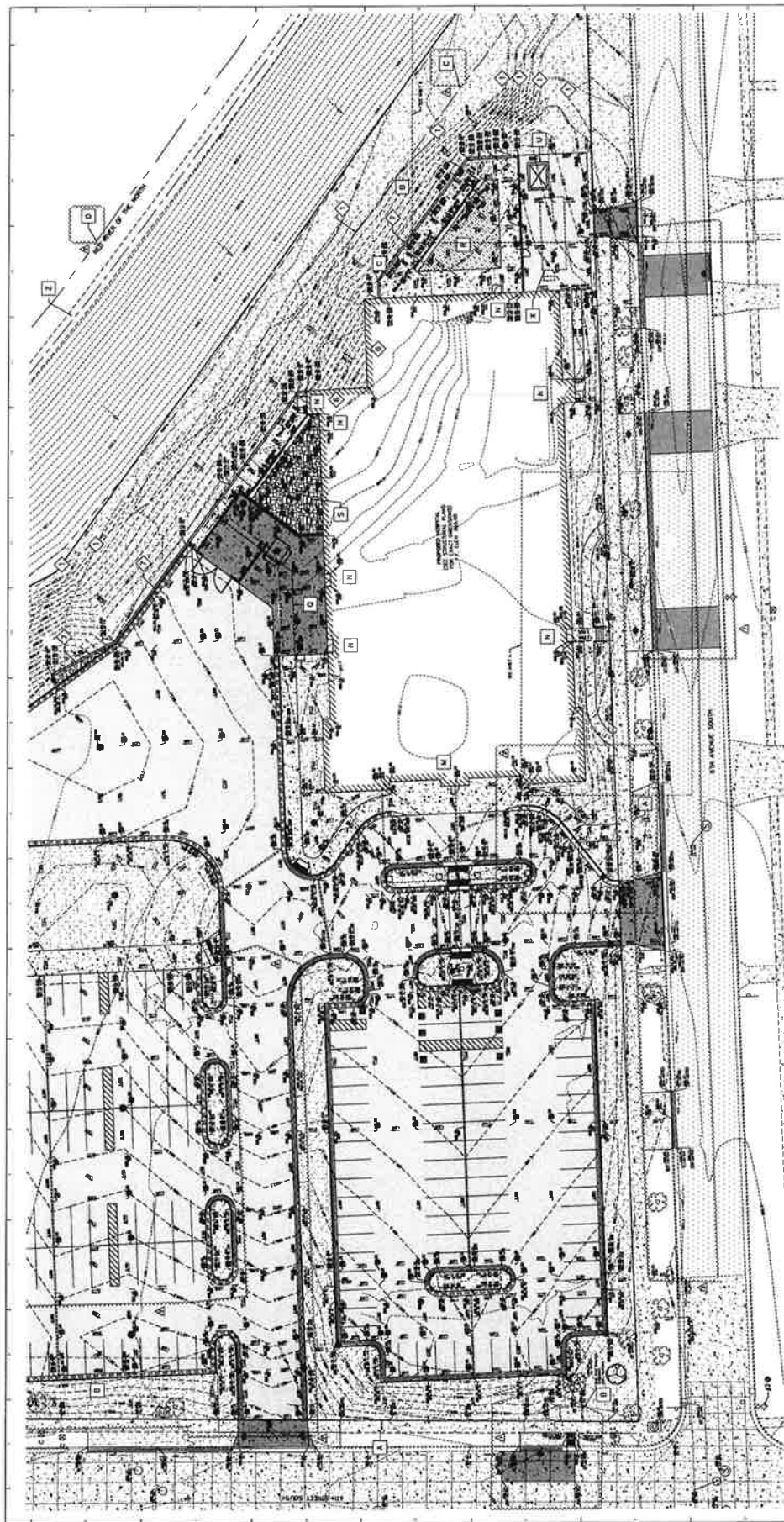


BP 2 - CORE & SHELL SITE
128 Bed Replacement
Facility Campus
Fargo, ND 58103
701.785.0215



October 18, 2010
1837
GRADING PLAN - SOUTH

C4.6R



DATE	REVISION	BY	CHKD
10/18/10	1	JL	SA
10/18/10	2	JL	SA
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10/18/10	10	JL	SA

NO.	DESCRIPTION	DATE
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2	ISSUED FOR CONSTRUCTION	10/18/10
3	ISSUED FOR AS-BUILT	10/18/10
4	ISSUED FOR RECORD	10/18/10
5	ISSUED FOR ARCHIVE	10/18/10
6	ISSUED FOR PUBLICATION	10/18/10
7	ISSUED FOR DISTRIBUTION	10/18/10
8	ISSUED FOR REVIEW	10/18/10
9	ISSUED FOR COMMENT	10/18/10
10	ISSUED FOR FINAL	10/18/10

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Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Fargo, North Dakota



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F+J
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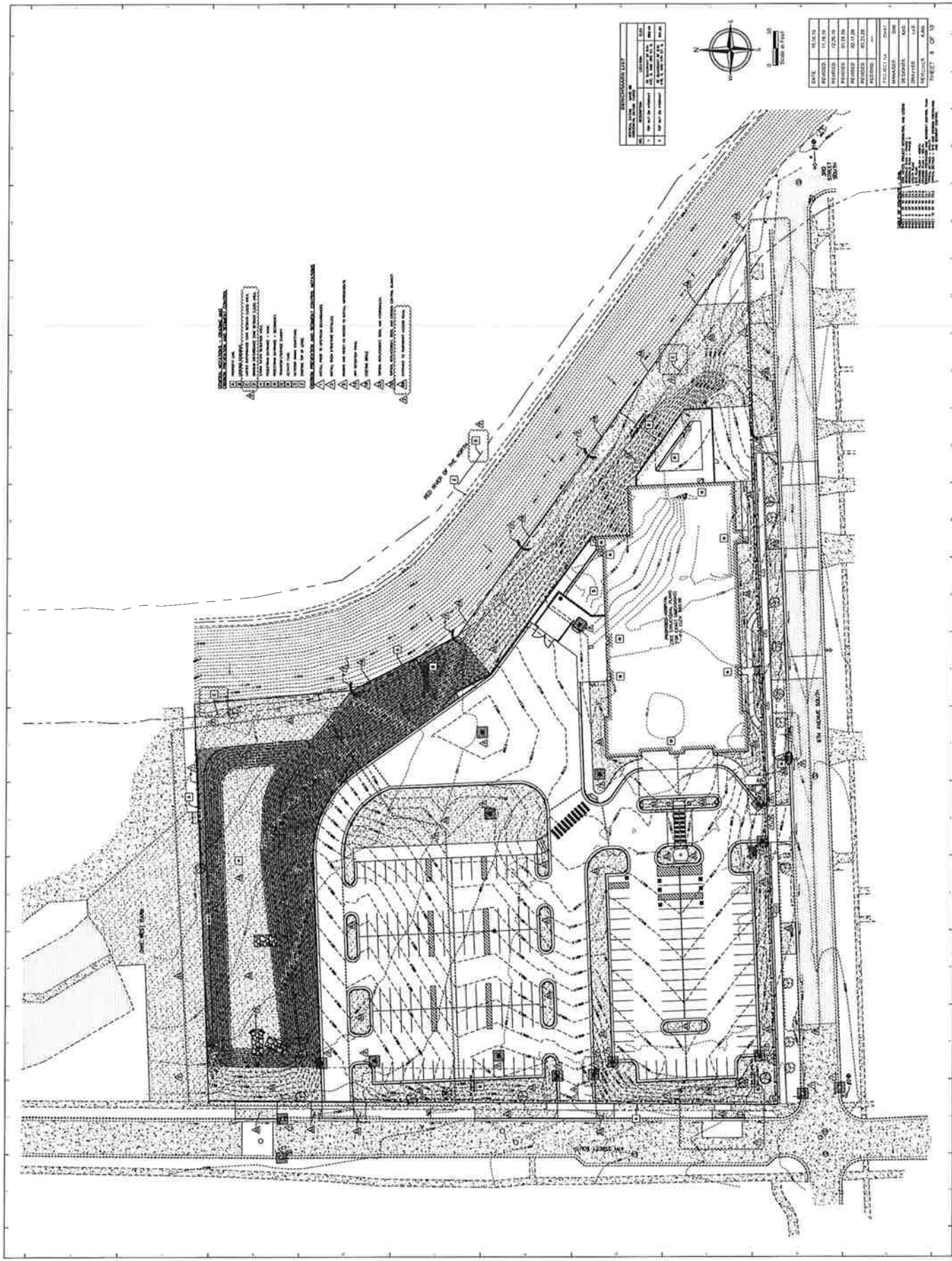
BP 2 - CORE & SHELL SITE

The proposed site
boundary is shown and noted
for the proposed site.
The site is located on the
southwest corner of the
intersection of the site
and the existing site.

1837

October 18, 2019

C4.7R



DATE	REVISION	BY	CHKD	APPD
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Prairie St. John's Hospital
128 Bed Replacement
Facility Campus
Fargo, North Dakota



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moore
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STRENGTH ENGINEERS
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701.785.0100



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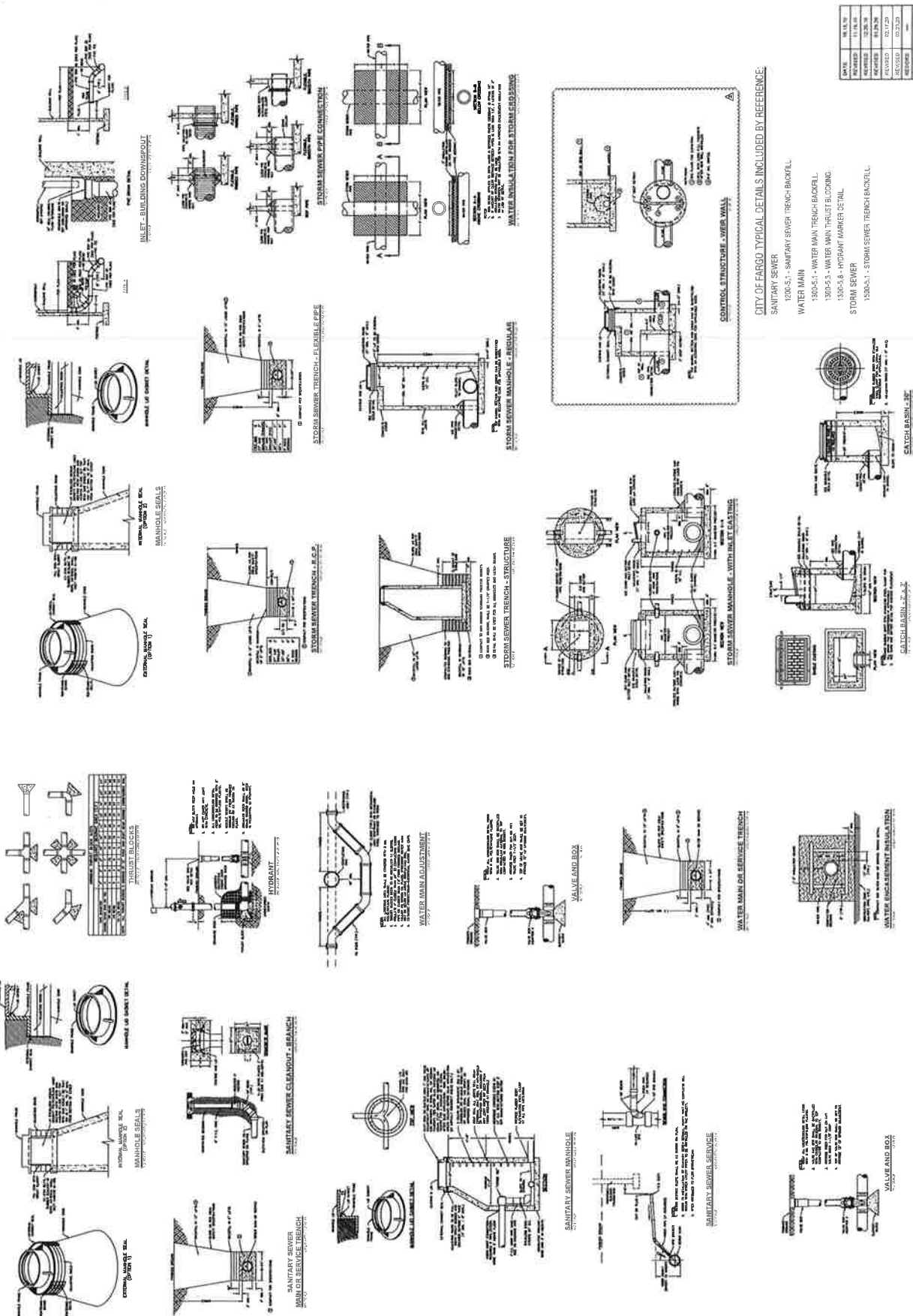


KAWNEER
1011 1st Avenue South
Fargo, ND 58103
701.785.0100

BP 2 - CORE & SHELL SITE

October 18th, 2019
1837
TYPICAL DETAILS - UTILITY

C5.1



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10/18/19	100	JL	JS	JS

⑦

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Mercantile Right of Way Use Agreement

Location: 410 5th Street North

Date of Hearing: 4/13/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/20/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Right of Way Use Agreement requested by Kilbourne as Great Plains Mercantile Holdings, LLC for work at 410 5th Street North.

Staff is recommending approval the Right of Way Use Agreement.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of the Right of Way Use Agreement with Great Plains Mercantile Holdings, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Great Plains Mercantile Holdings, LLC for the work at 410 5th Street North.

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)

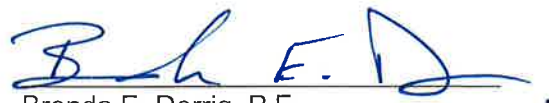
Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
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ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: April 8, 2020
Re: Right of Way Use Agreement for Mercantile

Background:

As part of the redevelopment, the Developer has been working with the City to enter into a Right of Way Use Agreement. Attached you will find the agreement for your review. The following are some highlight points of the agreements:

- Closure on 4th Avenue North associated with the installation of new water and sewer services for 2 weeks – beginning May 25, 2020.
- Closure of parking lane and sidewalk on north side of 4th Avenue North, adjacent to development until October 31, 2021 with a net parking loss of 7 spaces.
- Pedestrians redirected to parking lane on east side of Broadway and convert diagonal to parallel parking, adjacent to development until April 20, 2021 with a net loss of 6 parking spaces.
- Closure on 5th Street North associated with reconstructing 5th Street North, adjacent to development for 6 weeks beginning July 20, 2020 with a net loss of 13 parking spaces.

Staff is asking the Committee to review and approve or recommend changes to move forward to Commission for final approval.

Recommended Motion:

Approve Right of Way Use Agreement with Kilbourne as Great Plains Mercantile Holdings, LLC.

Attachment

C: Keith Leier, Kilbourne Group

Right of Way Use Agreement

This Agreement, made and entered into between Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company ("Developer"), and the City of Fargo, a North Dakota municipal corporation ("City"), is for the purpose of providing Developer use of the Public Right of Way adjacent to Developer's property located in Fargo, North Dakota (the "Development Property"), described below.

For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title and interest in the Development Property, specifically:

That part of Lots 1, 2, 11, 12, and the adjacent vacated alley, Block 21, Keeney and Devitt's Second Addition, City of Fargo, Cass County, North Dakota, more particularly described as follows:

BEGINNING at the Southwest Corner of said Block 21; thence North 02°50'50" West (assumed bearing), along the west line of said Block 21, for a distance of 149.95 feet to the Northwest Corner of said Lot 11; thence North 87°04'26" East, along the north line of said Lot 11, for a distance of 160.55 feet; thence South 02°53'06" East for a distance of 113.67 feet; thence North 87°06'54" East for a distance of 129.69 feet; thence South 02°53'06" East for a distance of 36.18 feet to a point of intersection with the south line of said Block 21; thence South 87°04'26" West for a distance of 290.33 feet to the POINT OF BEGINNING.

And,

That part of Lots 2, 3, 4, 5, 10, and 11, and the adjacent vacated alley, all in Block 21, and that part of the vacated portion of 5th Street North adjacent to the east line of said Block 21, all in Keeney and Devitt's Second Addition, and that part of Lot B, Block 1, Great Northern Depot Addition, all in the City of Fargo, Cass County, North Dakota, and all being more particularly described as follows:

COMMENCING at the Southwest Corner of said Block 21; thence North 02°50'50" West (assumed bearing), along the west line of said Block 21, for a distance of 199.96 feet to the Northwest Corner of said Lot 10; thence North 87°04'26" East, along the north line of said Lot 10, for a distance of 160.51 feet to the TRUE POINT OF BEGINNING; thence South 02°53'06" East for a distance of 163.69 feet; thence North 87°06'54" East for a distance of 129.69 feet; thence South 02°53'06" East for a distance of 36.18 feet to a point of intersection with the south line of said Block 21; thence North 87°04'26" East, along the south line and south line as extended east of said Block 21 for a distance of 37.72 feet to a point of intersection with the easterly line of Vacated 5th Street North as depicted on Document No. 1577224, on file and of record at the Cass County Recorder's Office; thence North 12°48'06" East, along the easterly line of said Vacated 5th Street North, for a distance of 163.92 feet; thence South 87°06'54" West for a distance of 189.72 feet; thence North 02°53'06" West for a distance of 42.03 feet to a point of intersection with the north line of said Lot 10 as extended east; thence South 87°04'26" West, along the north line as extended east and along the north line of said Lot 10, for a distance of 22.00 feet to the TRUE POINT OF BEGINNING.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

2. Developer shall be permitted use of public right of way in such a manner as described in attached Exhibits A, B, C and D, as modified from time to time by written agreement of the parties hereto. Specifically, Developer shall be permitted to exercise control over the city right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein. Developer shall be responsible for ensuring all construction and restoration work in the City's right of way complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>

All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

3. All lane and road closure requests must be received by City at least 14 days in advance of such intended lane or road closure. Developer shall provide City Engineering a

traffic control plan in advance of lane or road closures. All closures must be approved by City 7 days in advance of such intended road closure. Timing of lane and road closures must be approved by the City. Developer shall amend or modify the traffic control plan as directed by City Engineering.

4. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic and sidewalk use until October 31, 2021. Any request for extension must be made at least 30 days prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
5. Upon receipt of approval from City, Developer shall notify the affected property Developers by written notice at least 7 days in advance of such intended lane or road closure. Written notice shall include details of traffic configuration and contact information. Developer shall provide the City with notice information for news-release publications.
6. Developer may utilize said portion of City Right of Way only for the temporary closure of sidewalk and parking lane on the north side of 4th Avenue adjacent to Developer's property for use as shown in Exhibit A until April 20, 2021. Pedestrian traffic shall be routed to the south side of 4th Avenue. Developer shall be permitted to alter street parking to result in no more than a net temporary loss of parking of seven (7) spaces.
7. Developer may utilize said portion of City Right of Way only for the temporary closure of parking lane and redirection of pedestrian travel into parking lane on the north side of 4th Avenue adjacent to Developer's property for use as shown in Exhibit B until October 31, 2021. Developer shall be permitted to alter street parking to result in no more than a net temporary loss of parking of seven (7) spaces.
8. Developer may utilize said portion of City Right of Way only for the temporary redirection of pedestrian travel into the parking lane on the east side of Broadway adjacent to Developer's property for use as shown in Exhibit A until April 20, 2021. Developer shall be permitted to convert diagonal parking to parallel parking with a net temporary loss of parking of six (6) spaces.
9. Developer shall be solely responsible for the condition of the pedestrian travel path required by this Agreement. Developer shall keep the pedestrian travel path free of snow and debris, ensuring a six foot (6') unobstructed path for the duration of the construction. Pedestrian travel path will be in accordance with Exhibit A, construction site logistics plan. Contractor shall address public safety concerns that may intermittently result due to activities in close proximity to the pedestrian travel path by temporarily closing or modifying the pedestrian travel path, with notice and City approval at least three (3) days prior to such proposed closure or alteration.
10. Developer agrees to place concrete jersey barriers in the form and structure as presented in Exhibit A. These barriers shall be placed parallel to the pedestrian travel path

ensuring a protected width of six feet (6'). Placement of the jersey barriers shall not block storm water drainage.

11. Developer shall be responsible for removal of the existing roadway traffic markings on Broadway for the diagonal parking markings. Developer shall further be responsible for the installation of permanent pavement markings associated with work on Broadway and 4th Avenue North at the conclusion of Developer's use of the right of way as permitted in this Agreement. Developer must gain City's approval of a qualified contractor prior to installation of permanent pavement markings for work on 4th Avenue North and Broadway.
12. An intermittent road closure of 4th Avenue North as shown on Exhibit C adjacent to the Development Property shall be permitted with City approval at least 14 days in advance of such closure. The intermittent road closure shall not exceed a 12-day period, and shall only be closed for the purpose of installing sanitary sewer and water services and all necessary items to complete restoration of the roadway.
13. Developer has requested permission for an intermittent road closure and reconstruction of 5th Street North, as shown in Exhibit D. Developer is prohibited from such activity without the prior written consent of the impacted adjacent property owner, such consent being in writing presented to the City before any work may commence on 5th Street North. Developer shall be permitted to alter street parking to result in no more than a net temporary loss of parking of thirteen (13) spaces.
14. Developer agrees to disconnect all water and sanitary sewer services to the mains according to City Standards adjacent to the Development property.
15. Developer shall be responsible for providing appropriate internal site lighting in order to deter entrants, and is further responsible for the general cleanliness and appearance of the site. Developer is solely responsible for site security, and is responsible for securing the site at all times.
16. Developer shall install temporary streetlights to adequately illuminate the protected pedestrian travel path adjacent to the Development Property, and provide adequate lighting for the street right of way impacted by this Agreement. Developer shall present an illumination proposal to City for approval in advance of removal of the existing streetlights. Temporary replacement lighting must be installed within 24 hours of removal of the existing streetlights.
17. Developer shall be responsible for the installation of permanent streetlights, as provided by City, upon termination of the use of the right of way permitted herein. Developer shall be responsible for all costs associated with installation of the permanent streetlights. City will make said lights available for reinstallation at a time coordinated with the Developer and the construction work. Reinstalled lights will be in a condition consistent with those removed, or in a refurbished state at the sole discretion of the City.

18. Developer shall be responsible for all costs associated with the temporary replacement lighting, including electricity and maintenance. City shall have no responsibility for the temporary street light equipment. Developer shall repair or replace the temporary streetlights within 24 hours of notice of deficiency.
19. Developer shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the excavated area in the public right of way. Developer must provide and complete compaction tests from a certified testing firm to provide to the City for approval and acceptance prior to pavement placement.
20. Developer agrees to provide approved signage for revised street parking in and around the Development Property, at Developer's cost.
21. Developer shall be responsible for all private utilities affected by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.
22. Developer must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition.
23. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Developer agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
24. Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Developer shall not commence construction or removal activity without first obtaining the approval of the documentation of condition by City.
25. Developer will, during any use of City public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.

26. Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property, which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
27. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by work in the City's Right of Way. Developer shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.
28. Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer.
29. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Developer thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Developer's use of the public right of way and direct Developer to restore the right of way to the City's control.
30. Notices required by this Agreement shall be given as follows:

As to the Developer

Kilbourne Group
Keith Leier
keith@kcmfargo.com
210 Broadway
Fargo, ND 58103
(701) 212-1994

As to the City:

City of Fargo Engineering
attn.: Kristy Schmidt
feng@fargond.gov
225 4th St N
Fargo, ND 58102
(701)-241-1545

31. Developer agrees that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for the purpose of financing the completion of the work to City's approval standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of cost thereof to the Development Property. Developer further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development

Property, include all costs of completing the work required in accordance with the terms of this Agreement.

32. Developer agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. Developer agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
33. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
34. 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.
35. 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.
36. 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.
37. 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.
38. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
39. It is specifically agreed between the parties that this Right of Way Use Agreement may be recorded.
40. This Right of Way Use Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.

41. The City and Developer wish to work together to provide an acceptable finished product. Developer shall provide a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Developer's work in the right of way.

When a corrective measure is required by the City, City will notify Developer by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$10,000, Developer shall replenish the deposit to \$30,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Developer.

(Remainder of Page Intentionally Left Blank)

Dated this 13 day of April, 2020.

GREAT PLAINS MERCANTILE HOLDINGS,
LLC, a North Dakota Limited Liability Company

Michael

STATE OF NORTH DAKOTA)

) ss:

COUNTY OF CASS)

On this 13 day of April, 2020, before me personally appeared Michael
Allmendinger of the Great Plains Mercantile Holdings, LLC, a North Dakota limited liability
company that is described in, and that executed the foregoing instrument, and acknowledged to
me that such nonprofit corporation executed the same.

(SEAL)



Andrea Nelson
Notary Public

Dated this _____ day of _____, 2020.

City of Fargo, a North Dakota municipal
corporation

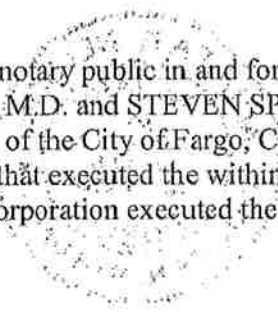
Dr. Timothy J. Mahoney M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this _____ day of _____, 2020, 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.



(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Houston Engineering, Inc
1401 21st Ave N.
Fargo, ND 58102

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

Mercantile Mixed-Use Construction
4/13/2020 - 4/28/2021

- Close Broadway Parking and yield to pedestrians - walkway with jersey barrier
- Close 4th Ave N Parking and pedestrian access. Sidewalk Closed sign directing pedestrian traffic to south side of 4th Ave N

LEGEND

	Circle and Horizontal Line Open, Horizontal, Middle, Gap
	Horizontal Line Open, Gap, Top
	Circle, V, Horizontal
	Horizontal, Gap, Full

SITE PLAN GENERAL NOTES

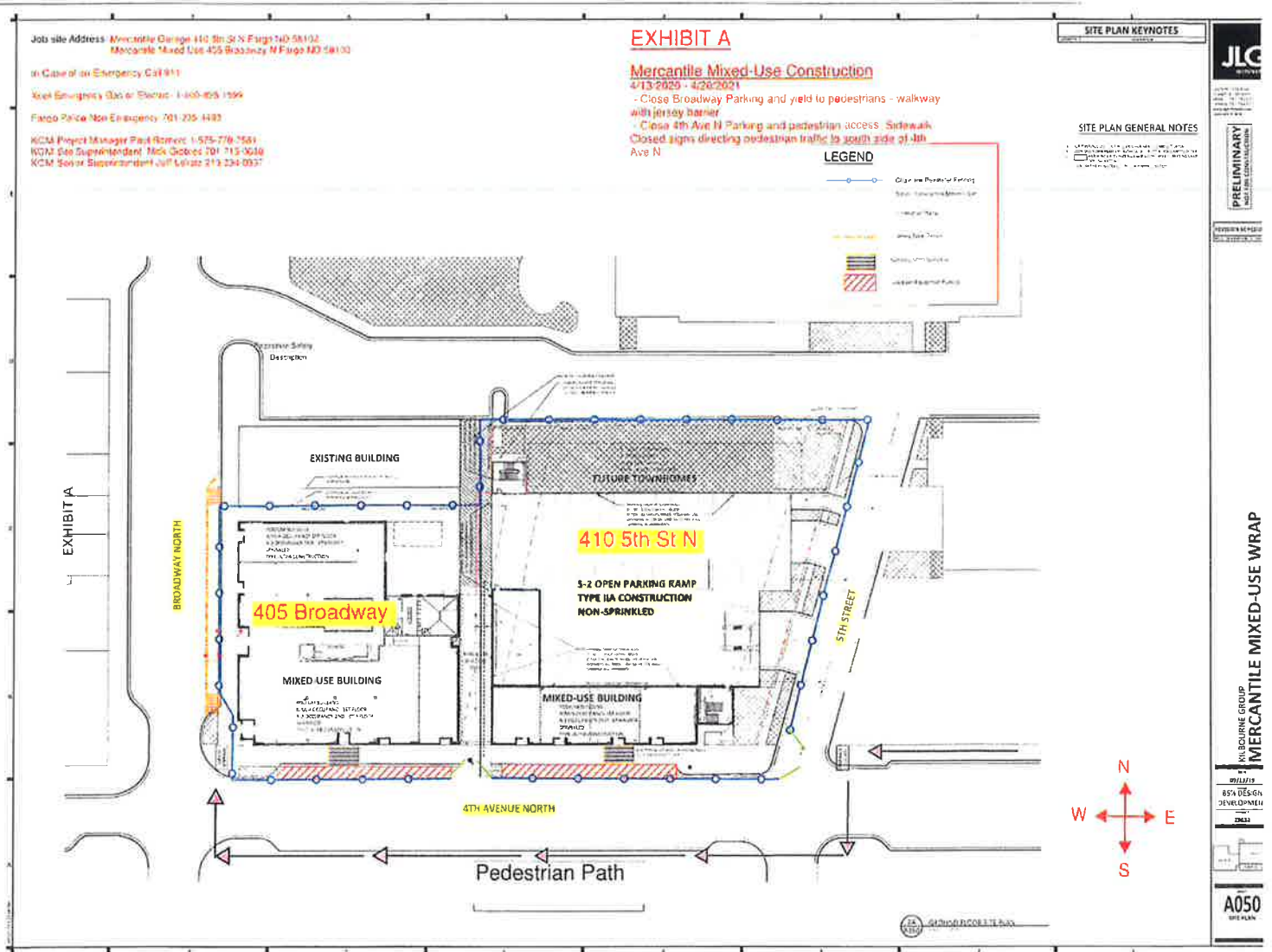
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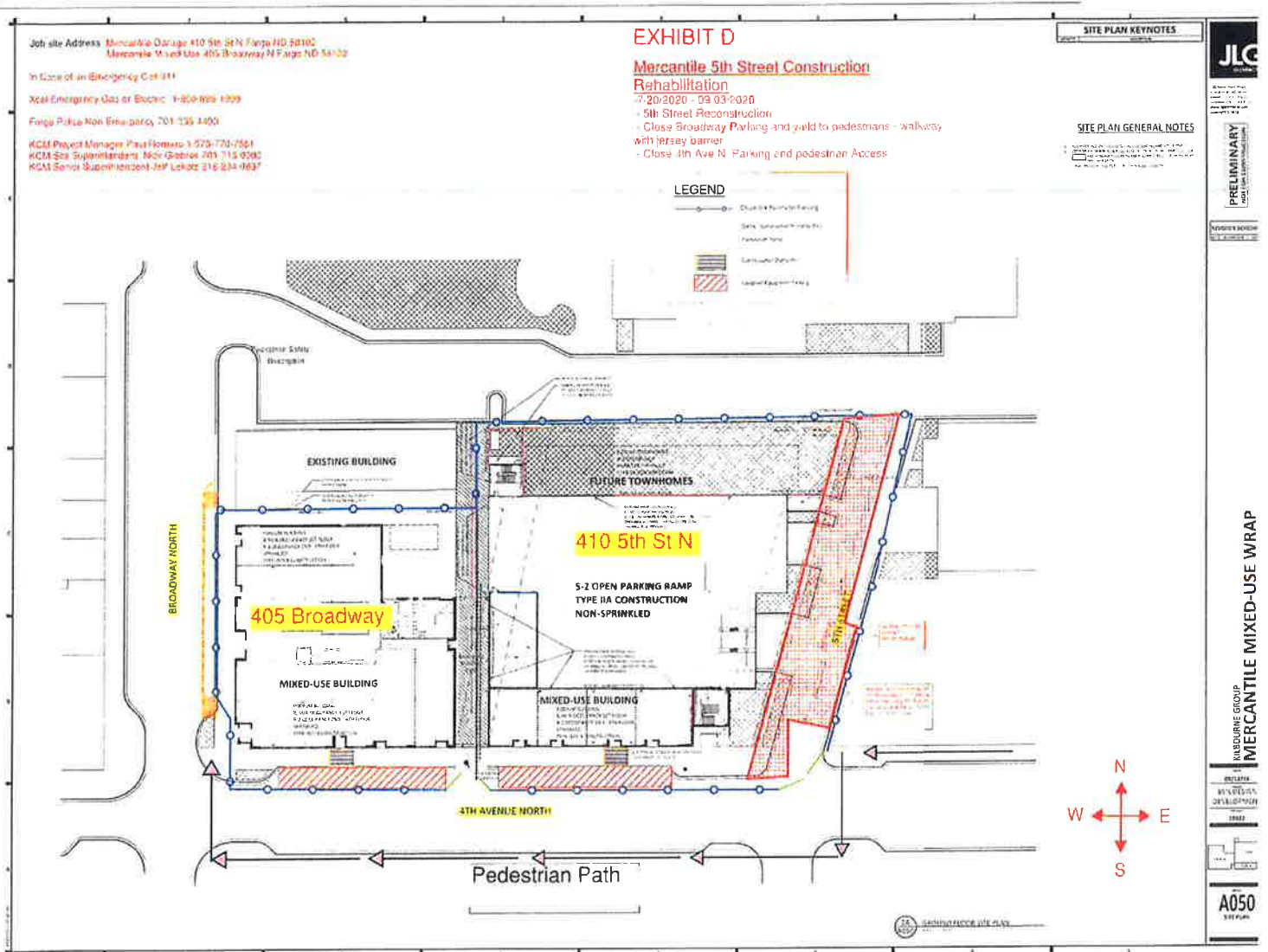
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KILBOURNE GROUP
MERCANTI

07/11/19
85% DESIGN
DEVELOPMENT
2022

A050







ENGINEER'S REPORT

NEW & RECONSTRUCTION OF CITY ORDER SIDEWALKS & BIKETRAILS

PROJECT NO. SR-20-A
AMENDED 4-16-2020**Nature & Scope**

This project is for new construction and reconstruction of sidewalk and curb ramps throughout the City of Fargo.

Purpose

To install and reconstruct sidewalks, bike trails and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost of the project is \$222,246.00. The project will be funded by Special Assessments, Infrastructure Sales Tax Funds, and Street Light Utility Funds as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 163,660.00
Plus 10% Engineering Fees:	\$ 16,366.00
Plus 3% Legal Fees:	\$ 4,909.80
Plus 4% Administration Fees:	\$ 6,546.40
Plus 4% Interest Fees:	\$ 6,546.40
Plus 10% Contingency	<u>\$ 16,366.00</u>
Total Estimated Assessed Cost:	\$ 214,394.60

Curb Ramps and City Share of Sidewalks

Estimated Construction Cost:	\$ 34,504.00
Plus 10% Engineering Fees:	\$ 3,450.40
Plus 3% Legal Fees:	\$ 1,035.12
Plus 4% Administration Fees:	\$ 1,380.16
Plus 4% Interest Fees:	\$ 1,380.16
Plus 10% Contingency	<u>\$ 3,450.40</u>
Total Estimated Construction Cost:	\$ 45,200.24

Street Light Utilities

Estimated Construction Cost:	\$ 24,082.00
Plus 10% Engineering Fees:	\$ 2,408.20
Plus 3% Legal Fees:	\$ 722.46
Plus 4% Administration Fees:	\$ 963.28
Plus 4% Interest Fees:	\$ 963.28
Plus 10% Contingency	<u>\$ 2,408.20</u>
Total Estimated Construction Cost:	\$ 31,547.42

Totals

Special Assessed Amount (73.64%):	\$ 214,394.60
Infrastructure Sales Tax Amount (15.53%)	\$ 45,200.24
Street Light Utilities Amount (10.83%):	\$ 31,547.20
Total Estimated Cost:	<u>\$ 291,142.26</u>

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer



April 15, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TR-20-A1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, April 15, 2020, for Traffic Signal, Street Light Maintenance & Incidentals, Project No. TR-20-A1, located at University & 17th Avenue South, 13th Avenue & 34th Street South, Main Avenue & 42nd Street, and 10th Street & 1st Avenue North.

The bids were as follows:

Fargo Electric	\$358,189.50
Moorhead Electric	\$452,108.10

Engineer's Estimate	\$327,120.50
---------------------	--------------

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric in the amount of \$358,189.50 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TR-20-A1

Traffic Signal, Street Light Maintenance & Incidentals

University & 17th Avenue South, 13th Avenue & 34th Street South, Main Avenue & 42nd Street, and 10th Street & 1st Avenue North.

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the 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:

Traffic Signal, Street Light Maintenance & Incidentals Project # TR-20-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lighting				
1 F&I Luminaire Type B	EA	277.00	710.00	196,670.00
2 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	11,000.00	11,000.00
3 F&I Feed Point	EA	1.00	9,000.00	9,000.00
4 Repair Street Light Miscellaneous	EA	3.00	750.00	2,250.00
Street Lighting Total				218,920.00
Traffic Signals				
5 Rem & Repl Traffic Signal LED	EA	237.00	340.00	80,580.00
6 F&I Head 4 Sect w/12" LED MA Mtd	EA	6.00	2,200.00	13,200.00
7 F&I Signal Cable AWG 14/20	LF	898.00	5.00	4,490.00
8 F&I Emerg Veh Pre-emption Components	LS	12.00	650.00	7,800.00
9 F&I Head 4 Sect w/12" LED Post Mtd	EA	1.00	1,700.00	1,700.00
10 F&I Signal Cable AWG 14/7	LF	711.00	4.50	3,199.50
11 Salvage Traffic Signal Equipment	LS	1.00	2,000.00	2,000.00
12 Modify Traffic Signal System	LS	4.00	3,125.00	12,500.00
13 F&I Signal Standard Type V 10' High	EA	2.00	4,000.00	8,000.00
14 F&I Head 3 Sect w/12" LED MA Mtd	EA	1.00	1,300.00	1,300.00
15 F&I Signal Cable AWG 14/5	LF	25.00	4.00	100.00
16 F&I Head 5 Sect Stack w/12" LED Post Mtd	EA	2.00	2,200.00	4,400.00
Traffic Signals Total				139,269.50
Total Construction in \$				358,189.50
Engineering			10.00 %	35,818.95
Legal & Misc			3.00 %	10,745.68
Contingencies			10.00 %	35,818.95
Administration			4.00 %	14,327.58
Interest			4.00 %	14,327.58
Total Estimated Costs				469,228.24
Utility Funds - Street Lights - 528				469,228.25
Unfunded Costs				-0.01

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

Date: 04/15/2020


Tom Knakmuhs

Assistant City Engineer



(10)

**CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH MARCH 2020
(UNAUDITED)**

	2020 BUDGET	2020 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 27,108,405	\$ 26,713,712	\$ (394,693)
Licenses & Permits	1,085,556	948,393	(137,163)
Fines & Traffic Tickets	461,781	389,696	(72,085)
Intergovernmental Revenue	2,032,051	1,264,379	(767,672)
Charges for Services	2,392,029	1,960,190	(431,839)
Interest	887,496	1,051,130	163,634
Miscellaneous Revenue	377,124	130,813	(246,311)
Transfers In	3,794,996	3,517,180	(277,816)
Total Revenues	\$ 38,139,438	\$ 35,975,493	\$ (2,163,945)
EXPENDITURES:			
City Administrator	\$ 2,666,628	\$ 2,236,723	\$ 429,905
Finance	1,722,096	1,470,283	251,813
Planning & Development	996,627	936,607	60,020
Transit	1,898,166	1,699,134	199,032
Public Works	4,169,387	4,982,914	(813,527)
Fire Department	2,924,779	2,752,980	171,799
Police	4,986,553	4,855,412	131,141
Health	2,624,749	2,586,341	38,408
Library	1,095,251	1,112,783	(17,532)
Commission	182,797	181,519	1,278
Civic Center	99,650	151,802	(52,152)
Social Services	100,842	9,181	91,661
Capital Outlay	321,060	66,838	254,222
Vehicle Replacement/IT	80,373	87,661	(7,288)
Contingency	(393,282)	(1,007)	(392,275)
Transfers Out	2,843,542	2,696,308	147,234
Total Expenditures	\$ 26,319,218	\$ 25,825,479	\$ 493,739
Excess of Revenue Over (Under) Expenditures	\$ 11,820,220	\$ 10,150,014	\$ (1,670,206)

11

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*

RE: FINANCIAL STATUS REPORT FOR MAJOR OPERATING FUNDS FOR QUARTER ENDING MARCH 31, 2020

DATE: APRIL 15, 2020

The Finance Department is presenting the first quarter financial status report covering our major operating funds. This report covers year to date activity through March 31, 2020.

This has been prepared in accordance with the Finance Committee's policy of formal quarterly financial updates as a supplement to the monthly financial report provided each month for the General Fund.

Suggested Motion:

Approve the financial status report for the first quarter of FY 2020 for all major operating funds.

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT FIRST QUARTER 2020
BUDGET TO ACTUAL (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 37,139,000	\$ 35,973,000	\$ (1,166,000)	-3.1%	
Enterprise Funds:					
Water	4,303,000	4,303,000	-	0.0%	
Solid Waste	3,429,000	3,346,000	(83,000)	-2.4%	
Wastewater	2,952,000	2,764,000	(188,000)	-6.4%	
Forestry	535,000	522,000	(13,000)	-2.4%	
Street Lighting	764,000	770,000	6,000	0.8%	
Storm Sewer	622,000	646,000	24,000	3.9%	
Vector Control	163,000	163,000	-	0.0%	
Total Enterprise Funds	12,768,000	12,514,000	(254,000)	-2.0%	
Total Operating Funds	\$ 49,907,000	\$ 48,487,000	\$ (1,420,000)	-2.8%	

Reporting Basis: Approved Budget

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 26,319,000	\$ 25,825,000	\$ 494,000	1.9%	
Enterprise Funds:					
Water	7,625,000	6,890,000	735,000	9.6%	
Solid Waste	4,090,000	3,011,000	1,079,000	26.4%	
Wastewater	4,587,000	4,921,000	(334,000)	-7.3%	
Forestry	616,000	664,000	(48,000)	-7.8%	
Street Lighting	1,274,000	976,000	298,000	23.4%	
Storm Sewer	740,000	623,000	117,000	15.8%	
Vector Control	178,000	184,000	(6,000)	-3.4%	
Total Enterprise Funds	19,110,000	17,269,000	1,841,000	9.6%	
Total Operating Funds	\$ 45,429,000	\$ 43,094,000	\$ 2,335,000	5.1%	

Reporting Basis: Approved Budget

(12)



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 14, 2020

RE: RELEASE OF CLAIMS WITH DEPARTMENT OF VETERANS AFFAIRS
(USA GOVERNMENT) CONTRACT VA263.16-C-0135

The attached contract is a release of claims from the USA Government on behalf of the Department of Veterans Affairs.

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

Suggested Motion: Move to approve the release of claims contract from the USA Government.

DF/lls
Enclosure

CONTRACTOR'S RELEASE OF CLAIMS

CONTRACT NO. VA263-16-C-0135

Pursuant to the terms of Contract No. VA263-16-C-0135 and in consideration of the sum of six hundred forty thousand dollars and zero cents (\$640,000.00), which has been or is to be paid under the said contract to City of Fargo (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government) does remise, release and discharge the Government, its officers, agents, and employees of and from all liabilities, obligations, claims and demands whatsoever arising out of or under this contract, subject only to the following exceptions:

1. Specified claims in stated amounts, or in estimated amounts where the amounts are not susceptible of exact statement by the contractor, as follows:

NONE

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the contractor to third parties arising out of the performance of this contract, which are not known to the contractor on the date of the execution of this release, and of which the contractor gives notice in writing to the Contracting Officer not more than six (6) years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier; and

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of his indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, to comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense of prosecution and of litigation.

This release of claims is effective this _____ day of April 2020.

City of Fargo:

SIGNATURE: _____

TITLE: Mayor, City of Fargo

CERTIFICATE

I, Timothy J. Mahoney [name], certify that I am the
Mayor, City of Fargo [official title] of the corporation named as Contractor in
the foregoing release; that Timothy J. Mahoney [name], who signed said release on
behalf of the Contractor was the Mayor, City of Fargo [official title] of said Corporation;
that said release was duly signed for and in behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

Signed: _____

Charles Morin
Contracting Officer

Date

(13)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR

DATE: APRIL 15, 2020

**RE: APPROVE PROPOSED AMENDMENTS TO COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS
PROGRAM ACTION PLANS AND CITIZEN PARTICIPATION PLAN**

Staff requests the approval of the following Community Development Block Grant (CDBG)/HOME actions:

- Identified scope, location, and budget for activities under the previously approved 2018 Action Plan, CDBG Slum & Blight Abatement/Hazardous Property Clearance project.
- Identified scope, location, and budget for activities under the previously approved 2019 Action Plan, CDBG Affordable Housing Development project.
- Citizen Participation Plan Update.

Also included within the public notice are changes in use to the following properties:

- 11 11 Street North – Disposition: Property to be sold to entity with highest offer and/or best use plan in the neighborhood through a public bid process previously approved by City Commission. Sale proceeds to replenish the local CDBG account and become available for use in the City's upcoming 2020 Action Plan.
- 314/324 7 Street North, and 712 4 Avenue North – Request for Proposals released on March 16, 2020 to redevelop this site as a new eligible CDBG use activity, affordable housing.
- 320 7 Street North - Request for Proposals released on March 16, 2020 to redevelop this site as a new eligible CDBG use activity, affordable housing.

The proposed amendments are in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs. The following actions were completed as required by the City of Fargo's Citizen Participation Plan:



Public Advertisement Published	March 9, 2020
30-Day Public Comment Period Begins	March 10, 2020
Provided Information to the Community Development Committee	April 7, 2020
Provided Information to the Planning Commission	April 7, 2020
30-Day Public Comment Period Ends	April 8, 2020
Public Hearing at City Commission Meeting	March 23, 2020

No public comments were received. Each proposed amendment is detailed in the attached public notice.

Recommended Motion: Approve proposed amendments to Community Development Block Grant (CDBG)/HOME 2018 and 2019 Action Plans and Citizen Participation Plan.



Notice of Public Hearing & Public Comment Period

City of Fargo

The City of Fargo is proposing various actions related to its Community Development Block Grant (CDBG) and HOME Investment Partnerships programs, which are grants awarded to the City by the U.S. Department of Housing and Urban Development (HUD). Following a public comment period and subsequent City Commission action on April 20, 2020, a recommendation regarding these actions will be forwarded to HUD for their consideration and approval. All citizens are welcome to submit comments at any time during the public comment period or at the public hearing.

Public Comment Period: March 10 through April 8, 2020

Send written comments or phone: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144

Electronic Comments: planning@FargoND.gov

Public Hearing: Monday, March 23, 2020 - 5:15 p.m.
City Commission Chambers
225 4th Street North, Fargo ND 58102

Final City Commission Consideration: Monday, April 20, 2020

Summary of Proposed Actions: Outlined Below

AMENDMENTS

1. 2018 Action Plan

- **Activity Amendment: Slum & Blight Abatement/Hazardous Property Clearance at 916 5 Avenue South**

This activity is included in the City's 2018 Annual Action Plan. Each time location, project scope, and budget are identified, the City must make a "substantial amendment" to the plan. Activities will include demolition and future construction of a single-family housing unit in partnership with the Cass Clay Community Land Trust (CCCLT). *National Objective: Low to Moderate Income Housing Benefit [570.208(a)(3)]. CDBG Matrix Codes: 04 Clearance & Demolition and *12 Construction of Housing. Eligibility 24 CFR Part 570.201 (a) and 570.201 (m). *CDBG funds will only be used to fund demolition, construction of housing will be funded and performed by the CCCLT.*

Financial – \$65,000 is the estimated combined cost for any environmental (e.g., asbestos removal, hazardous materials abatement, etc.) and demolition-related expenses.

2. 2019 Action Plan

- **Activity Amendment: Affordable Housing Development at 712 4 Avenue North & 314/320/324 7 Street North**

This activity is included in the City's 2019 Annual Action Plan. Each time location and project scope are identified, the City must make a "substantial amendment" to the plan. Activities will include disposition of City-owned land previously purchased with CDBG funds. These properties will be donated to an affordable housing developer to build new units which will be occupied by households earning 80% or less of the Area Median Income. At least 51% of the units built on this site must meet this criteria. Reference items #2-3 in the "Changes of Use" section of this notice.



*National Objective: Low to Moderate Income Housing Benefit [570.208(a)(3)]. CDBG Matrix Codes: 02 Disposition and *12 Construction of Housing. Eligibility 24 CFR Part 570.201 (b) and 570.201 (m). * CDBG funds will not be used to fund future construction, unless otherwise included in a future amendment involving citizen participation.*

Financial – No new costs associated with this activity amendment; property will be donated.

3. Citizen Participation Plan

HUD requires its Grantees to adopt a Citizen Participation Plan that sets forth the City's policies and procedures for citizen participation related to its HUD HOME & CDBG programs. The current Citizen Participation Plan is outdated and periodic updates are recommended. A draft copy of the amended plan may be reviewed at www.FargoND.gov or by request through the Planning & Development Department.

CHANGES OF USE

1. Change of Use at 11 11 Street North

CDBG funds were used in 2014 to eliminate conditions of slum and blight at this location. At this time, the City intends to sell this property to the entity with the highest offer and/or best use plan in the neighborhood. The minimum offer accepted must be equal to or more than the current fair market value as determined by an appraisal (underway). With the initial HUD National Objective being met (i.e., slum & blight removal) and no eligible activities proposed or materialized over the past 6 years, the City must now change the use at this site and sell the land to another entity which may or may not directly benefit low and moderate income beneficiaries. Proceeds from the sale will replenish the local CDBG account and become available for use in the City's upcoming 2020 Action Plan.

2. Change of Use at 712 4 Avenue North & 314/324 7 Street North

CDBG funds were used between 2008 and 2013 to eliminate conditions of slum and blight at these locations. At this time, the City intends to release a Request for Proposals to redevelop this site as a new eligible CDBG use activity, affordable housing. Activities will include disposition of City-owned land previously purchased with CDBG funds. Once an acceptable proposal is received, the new activity will be included in the 2019 Action Plan under the existing Affordable Housing Development activity (see Item #2 in the "Amendments" section of this notice). *National Objective: Low to Moderate Income Housing Benefit [570.208(a)(3)]. CDBG Matrix Codes: 02 Disposition and *12 Construction of Housing. Eligibility 24 CFR Part 570.201 (b) and 570.201 (m). * CDBG funds will not be used to fund future construction, unless otherwise included in a future amendment involving citizen participation.*

3. Change of Use at 320 7 Street North

CDBG funds were used in 2002 to purchase this vacant property to support the adjacent Native American Program offices (relocated in 2008). At this time, the City intends to release a Request for Proposals to redevelop this site as part of a larger combination of sites (see #2 above). The new use will be affordable housing, which is an eligible CDBG activity. Activities will include disposition of City-owned land previously purchased with CDBG funds. Once an acceptable proposal is received, the new activity will be included in the 2019 Action Plan under the existing Affordable Housing Development activity (see Item #2 in the "Amendments" section of this notice). *National Objective: Low to Moderate Income Housing Benefit [570.208(a)(3)]. CDBG Matrix Codes: 02 Disposition and *12 Construction of Housing. Eligibility 24 CFR Part 570.201 (b) and 570.201 (m). * CDBG funds will not be used to fund future construction, unless otherwise included in a future amendment involving citizen participation.*

Comments and suggestions from the public are encouraged during the public comment period and/or at the public hearing (schedule above). Additional information on the proposed actions is available by request through the Planning and Development Department. See contact information below.



The facility is serviced by public transit, accessible and can accommodate persons with disabilities. Alternative formats of this information or reasonable accommodations for persons with hearing loss, vision loss, disabilities or limited English proficiency, including the availability of interpretation and translation services, will be made upon request (48 hours of notice is required). Anyone who requires these services or an auxiliary aid to fully participate in the hearing should contact the Planning and Development Department at 701.241.1474/Planning@FargoND.gov, or the City of Fargo's Section 504/ADA Coordinator Brock Morrison at 701.298.6966 to arrange for services. To access TTY/ND Relay service dial 800.366.6888 or 711. In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.



14

MEMORANDUM

DATE: April 14, 2020
TO: City Commission
FROM: Nicole Crutchfield, Planning Director 
RE: 2020 Arts Service Fund – Regranting services

With the approved 2020 budget, the City Commission allocated \$150,000 towards an Arts fund. The Arts and Culture Commission provides recommendations on how the Arts Funds are allocated, and makes recommendations to the City Commission on expenditures for the Arts Fund.

The City of Fargo has a decades-long relationship with The Arts Partnership (TAP) for regranting of dollars to artists and arts organizations and has historically provided funding annually to the TAP's tri-city grants to the City Arts Partnership grant program.

Following City Purchase Policy, on March 30, the Finance Committee recommended approval to the City Commission. The Arts and Culture Commission reviewed the request and no concerns were received to date. Due to the current situation of COVID-19, the Arts and Culture Commission have not met in order to make an official recommendation to the City Commission. Staff is requesting \$102,000 be allocated to The Arts Partnership for the 2020 tri-city grants program. This is the same funding as authorized last year.

Recommended Action:

Approve the 2020 City Arts Fund recommendation and approve the attached agreement allocating \$102,000 to The Arts Partnership.



Cultivating the arts in our community

Deb Williams
Chair, Arts and Culture Commission
c/o City Hall
225 4th St. N.
Fargo, ND 58102

January 3, 2020

Dear Ms Williams and the Arts and Culture Commission:

Please accept my thanks for the long-standing funding relationship we have had with the City of Fargo and now with the Arts and Culture Commission. I am hopeful that this year, you will agree to reinstate the \$10,000 that was removed from our funding last year. As you likely know, we regrant 75% of the dollars we receive from the City of Fargo, so to lose \$7,500 from our grant program left a noticeable hole in our ability to support the arts nonprofit sector on behalf of the citizens of Fargo. To that end, we are again requesting \$112,000 from the City of Fargo in 2020.

In addition to giving out the City Arts Partnership grants, in 2019, we managed a number of calls for artists, including from your Commission; we also communicated in various ways and through multiple mediums about the work produced by those calls. We hosted a series of Business Breakfasts that brought in leaders from other comparable communities (Omaha, NB, The Quad Cities, IA and IL, and Kalamazoo, MI) to speak with our local leaders about the value of investing in the arts for the greater economics of the community. We brought in the Director of Campus Philly to work with area leaders across the various sectors to envision Campus FM, a program designed to attract and retain college students and recent graduates to our community. These programs are incredibly important to the overall goals of the City of Fargo and the larger Metro, and we are leading the way on these conversations and developing the programs. But they don't come without a cost of staffing time and resources. And that's why your support above and beyond the dollars for the City Arts Partnership grants is so important.

Thank you, again, for your ongoing support. I look forward to having additional conversation about our relationship going forward.

Sincerely,

Dayna Del Val, President & CEO The Arts Partnership

AGREEMENT The Arts Partnership

This agreement is made and entered into this 14 day of April, 2020, by and between the City of Fargo, a North Dakota municipal corporation (City), whose address is 225 4th Street North, Fargo, North Dakota 58102 and The Arts Partnership (Recipient), whose address is 1104 2nd Ave S, Suite 315, North Dakota 58103.

WHEREAS, Recipient submitted a proposal to the Arts and Culture Commission for 2020 services to administer the City Arts Partnership Grants;

WHEREAS, the Arts and Culture Commission upon recognizing the historical relationship with the Lake Agassiz Arts Council and therefore The Arts Partnership, recommends that the City of Fargo participates in the City Arts Partnership Grants;

the City and Recipient wish to enter into an agreement to commission Recipient accordingly, as proposed;

NOW, THEREFORE, based upon the mutual covenants recited herein, it is hereby agreed:

- I. Authority**
The North Dakota Century Code (40-05-01((73)) give the City the authority to grant funds to private entities for "encouragement of the arts" activities.
- II. Statement of Work**
Recipient will undertake and administrate of the tri-city City Arts Partnership grants in June 2020. 75% of recipients funds will be redistributed to nonprofit arts organizations.
- III. Term and Conditions of the Work**
The terms of this agreement shall be for one year.
- IV. Compensation and Payment**
Recipient shall be compensated in the sum of \$102,000 for performing the Work. Full amount is to be paid to Recipient by the City upon execution of this Agreement.
- V. City Representatives**
The City shall designate representatives of the City who will be authorized to make all necessary decisions required in connection with the performance of this agreement and with the disbursement of funds in accordance herewith.
- VI. Termination for Cause.**
This agreement may be terminated if the Recipient materially fails to comply with any term of the agreement. In the event that this Agreement is terminated for non-compliance, the Recipient may be required to repay funds that have been invested in the project.
- VII. Monitoring and Evaluation**
The City reserves the right to monitor and evaluate the progress and performance of the Recipient to assure that the terms of this agreement are being satisfactorily met in accordance with the City. The Recipient shall cooperate with the City relating to such monitoring and evaluation.

The Recipient will provide the City with benefit information and summaries of the grantee work.

RECIPIENT


Dayna Del Val, President & CEO

CITY OF FARGO

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *N*

DATE: APRIL 15, 2020

RE: NOTICE TO AWARD, PUBLIC SALE OF 11 11th Street North

In response to the City of Fargo's Resolution for Public Sale Notice dated March 9th, the City of Fargo received one bid on March 31, 2020. The bid was submitted by Kilbourne Group, and meets the conditions as set forth in the bid notice. Attached please find the bid submittal and the purchase agreement.

The minimum price of \$127,500 was met. This money is required to be returned to CDBG for reallocation to an eligible activity.

Recommended Motion: Award bid of \$127,500 to Kilbourne Group for the redevelopment of 11 11th Street North and approve the Purchase Agreement as submitted.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is entered into effective as of the 21st day of April, 2020 (the "Effective Date"), by and between CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation ("Seller"), whose address is ATTN: City Auditor, Fargo City Hall, 225 4th Street North, Fargo, ND 58102, and GREAT PLAINS 1001 HOLDINGS, LLC, a North Dakota limited liability company ("Buyer"), whose address is ATTN: Bill Rothman, Vice President, 210 Broadway N, Suite 300, Fargo, North Dakota 58102.

In consideration of the mutual terms, covenants, conditions and agreements herein contained, it is hereby agreed by and between the parties as follows:

1. **Sale of Property.** Seller agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase, acquire and take from Seller, that certain real property commonly known as 11 11th St. N, Fargo, ND, and legally described as the West 70 feet of Lots 1 and 2, Block 26, Roberts' Second Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, together with all improvements thereon and together with all hereditaments and appurtenances belonging or in any way connected thereto (the "Property").

2. **Purchase Price and Payment.** The purchase price for the Property (the "Purchase Price") shall be \$127,500.00, and, subject to closing adjustments set out herein, shall be payable in cash or other immediately collectible funds on the Closing Date (as defined below).

3. **Buyer's Feasibility Contingency.** Buyer's obligation to consummate the transaction contemplated by this Agreement is contingent upon Buyer, at its sole cost and expense, and during the Feasibility Period (as defined below), obtaining, conducting, reviewing and/or approving, in its sole and absolute discretion, any and all facts, circumstances, commitments, investigations, tests, analyses, studies, and the like deemed necessary by Buyer to determine whether the Property is acceptable for Buyer's intended acquisition, financing, ownership, development, use and/or improvements (the "Feasibility Review"). Upon the failure of the foregoing contingency, at the option of Buyer exercised by written notice to Seller during the period beginning on the Effective Date and ending on five days prior to the Closing Date (the "Feasibility Period"), this Agreement shall terminate and be of no further force or effect.

Upon completion of the Feasibility Review, Buyer will restore the physical condition of the Property to substantially the same condition as prior to the Feasibility Review. Buyer shall hold harmless and indemnify Seller from all costs, expenses and liabilities arising out of or relating to Buyer's activities in connection with its Feasibility Review (collectively, "Claims"); provided, however, this hold-harmless and indemnity shall not apply to any Claims related to required remediation, diminution in value or the like arising out of or related to conditions discovered but not created by Buyer.

4. **Title Examination.**

(a) **Title Examination/Objections.** Seller has provided to Buyer an updated Abstract of Title covering the Property, including all appropriate searches (the "Abstract"). Buyer has ordered a title insurance commitment (the "Title Commitment") covering the Property together with legible

copies of all instruments (the "Exception Instruments") referenced in the Title Commitment. Further, Buyer has ordered an ALTA Survey of the Property (the "Survey") prepared by a duly licensed North Dakota surveyor or surveying firm selected by Buyer. The Abstract, Title Commitment, Exception Instruments and/or the Survey shall be referred to, collectively, as the "Title Evidence".

Buyer has examined the Title Evidence, and any other information relevant and affecting title, and presently has no objections to same (the "Objections"). Buyer shall have the right, at any time and from time to time prior to the Closing Date, to update the Title Evidence and Buyer shall have the right to make Objections to any new matters disclosed in such updates at any time prior to the Closing Date.

(b) Cure of all Objections by Seller. Seller shall, at its expense, diligently undertake to reasonably resolve all Objections with respect to the Property, and if necessary, the Closing Date shall be extended to allow Seller to do so (provided, however, the Closing Date shall not be extended more than 90 days from the date of Buyer's written objections). If all Objections are not corrected within 90 days from the date made, this Agreement may be terminated at the written option of Buyer, and upon such termination, neither Seller nor Buyer shall have any further obligation with respect to this Agreement. If Buyer does not so terminate this Agreement, Buyer shall be deemed to have waived any Objections, in which case the parties shall promptly close this transaction and Seller shall have no further obligations with respect to any Objections pertaining to the Property.

(c) Free and Clear of all Liens. Notwithstanding anything in this Agreement to the contrary, it is a condition precedent to Buyer's obligation to consummate the transaction contemplated by this Agreement, and an obligation of Seller hereunder, that, on the Closing Date, Seller must convey title to the Property free and clear of any and all Liens, and Liens shall be deemed an Objection without the need for Buyer to specifically notify Seller of same. For purposes of this Agreement, "Liens" shall mean any current, future or conditional monetary obligation affecting, encumbering or secured by the Property or any part thereof, including any mortgage, deed of trust, contract for deed, lien (including, without limitation, any judgment lien, tax lien, construction lien or the like), collateral assignment of leases, financing statement and the like. "Liens" shall not include any installments of real estate taxes and special assessments for which Buyer is responsible under this Agreement.

5. Closing. The transaction contemplated by this Agreement shall close (the "Closing") on or before August 1, 2020 (the "Closing Date").

- (a) On the Closing Date, Seller shall obtain, execute and/or deliver to Buyer, as the case may be, the following:
 - (i) A Quitclaim Deed conveying the Property to Buyer, free and clear of all liens, charges and encumbrances, except the following (collectively, the "Permitted Encumbrances"): [a] installments of real estate taxes and special assessments not yet due and payable, other than deferred special assessments; [b] easements, dedications, reservations, restrictions and the like of record; [c] zoning, land use, building and similar ordinances; [d] reservations of mineral rights of record by anyone other than

Seller or Seller's immediate predecessor in interest, if any; [e] the Leases; and [f] any other matters (other than Liens) not objected to by Buyer pursuant to Section 4 above.

- (ii) A Certificate of Seller, in form and substance acceptable to Buyer and the Closing Agent, certifying Seller's right, power and authority to sell, convey and transfer the Property, and certifying the authority of the persons executing documents on behalf of Seller.
 - (iii) A Foreign Investment in Real Property Tax Act ("FIRPTA") Affidavit and 1099-S, if required under applicable laws and regulations.
 - (iv) A customary Seller's Affidavit completed in a manner allowing the Closing Agent to remove the standard title policy exceptions covered thereby.
 - (v) Releases, satisfactions or payoff statements for all Liens, in a form acceptable to the Closing Agent, to enable Closing Agent to deliver binding title insurance insuring over all Liens.
 - (vii) The Date Down Certificate.
 - (viii) All other documents affecting title to and possession of the Property and reasonably necessary to transfer or assign the same to Buyer, free and clear of all liens, charges and encumbrances, except the Permitted Encumbrances.
 - (ix) Any other documents reasonably required by the Closing Agent.
- (b) On the Closing Date, Buyer shall deliver the balance of the purchase price as set forth in Section 2.
- (c) On the Closing Date, Buyer and Seller shall execute to one another an assignment and assumption of the Leases and any security deposits thereunder.
- (d) The Closing and delivery of all such documents shall take place at the offices of The Title Company, 35 4th Street North, Suite 102, Fargo, North Dakota 58102 (the "Closing Agent").
- (e) Seller shall, subject only to Permitted Encumbrances, deliver possession of the Property to Buyer on the Closing Date. Seller shall also deliver to Buyer possession and ownership of the Abstract on the Closing Date.

6. **Adjustments.** Real estate taxes and installments of special assessments for the year prior to Closing (payable the year of Closing) and prior years shall be the responsibility of Seller. Real estate taxes and installments of special assessments for the year of Closing (payable the year following Closing) shall be prorated between the parties to the Closing Date (Seller charged those for the Closing Date), based on the prior year's information if the tax statements for the current year are not yet available. Real estate taxes and installments of special assessments for the year following Closing (payable the second year following Closing) and subsequent years shall be the responsibility of Buyer. Rent, if any, shall be prorated in the same manner as real estate taxes.

Buyer shall pay for the Title Commitment, the Survey, title examinations and any premiums for title insurance. Seller shall pay for provision of the updated Abstract, preparation of the Deed, all Liens and obtaining all releases and/or satisfactions of all Liens and any actions necessary to cure the Objections and all utilities and any other expenses of the Property up to the Closing Date. The

parties shall share equally any closing fee charged by the Closing Agent. All other items not specifically allocated between the parties under this Agreement shall be paid for by the party ordering the same.

7. **Operation of Property Prior to Closing.** From and after the Effective Date and at all times this Agreement remains effective, Seller shall: (i) operate, maintain and repair all portions of the Property in a commercially reasonable manner, keeping the Property in substantially the same condition as existing on the date of this Agreement, and Seller shall provide Buyer written notice of any and all instances of extraordinary repair and maintenance required and/or performed; (ii) pay, when due and prior to any delinquency, all installments of real estate taxes and special assessments with respect to the Property; (iii) within five Business Days after the receipt of same, provide Buyer with copies of any and all notices whatsoever it receives or sends concerning the Property, including but not limited to notices to or from insurers and governmental entities; (iv) not enter into any lease or other agreement (or any amendments or extensions to any Lease) granting a party the right to use or occupy the Property beyond the Closing Date, without the prior written consent of Buyer; and (v) not enter into any management, service or similar agreements pertaining to the Property under which anyone is entitled to receive a fee following Closing.

8. **Representations and Warranties/Otherwise As-Is.** Buyer acknowledges Buyer has been given the opportunity to conduct such tests, studies, etc. Buyer deems necessary to review the condition of the Property, and that except as expressly provided otherwise in this Agreement, Buyer is purchasing the Property in an AS-IS, WHERE-AS, WITH-ALL-FAULTS-AND-VIRTUES condition. Notwithstanding the foregoing, Seller represents and warrants to Buyer, as of the Effective Date and the Closing Date, that:

(a) On the Closing Date: (i) except for Permitted Encumbrances, it will own the Property, free and clear of all liens, charges, encumbrances; (ii) except for Permitted Encumbrances or matters disclosed in the Property Information, there will be no liabilities or obligations (direct or contingent) and no contracts or commitments relating to the Property that extend beyond the Closing Date; (iii) there will be no unpaid amounts for labor or materials provided to the Property; and (iv) there shall be no Liens on the Property other than those for which sufficient sums of Seller's closing proceeds are applied at Closing to completely satisfy same or release the Property from same.

(b) It has the full right, power and authority to sell, convey and transfer the Property to Buyer and to execute, deliver and carry out the provisions of this Agreement and all other documents and instruments to be executed and delivered by Seller hereunder.

(c) Except for Permitted Encumbrances pertaining to the Property, it is not a party to any lease or other agreement with any other party that would allow such party to possess any portion of the Property beyond the Closing Date. Other than this Agreement, it has not entered into any purchase agreements, contracts for deed, rights of first refusal, options or the like whereby someone other than Buyer has a right to acquire all or any part of the Property or that might prevent consummation of the transactions contemplated this Agreement.

(d) There is no action, litigation, investigation, condemnation or proceeding of any kind pending against the Property or against Seller as pertains to the Property. To Seller's knowledge,

there are no violations of law, ordinances, or other legal requirements with respect to the Property or that will result from Closing.

(e) Seller, on the Closing Date, will have complied with all of its obligations under this Agreement, unless such compliance has been waived in writing by Buyer, and all representations and warranties of it made hereunder shall be true and correct on the Closing Date.

If, after the Effective Date but prior to Closing, an event occurs or information comes to light that materially and adversely renders any of the above representations or warranties no longer accurate or true (a "Changed Condition"), the party obtaining knowledge thereof shall promptly notify the other party in writing. Seller shall be afforded 10 Business Days from such notice to cure the circumstance(s) causing the Changed Condition. If Seller fails to cure the Changed Condition, then Buyer may terminate this Agreement by giving written notice to Seller. If Seller cures the Changed Condition, or Buyer elects to accept the Changed Condition in writing, the parties shall continue to proceed to Closing in accordance with all of the terms and conditions of this Agreement. The purpose of this provision is to protect Seller from being responsible for circumstances beyond its reasonable control, but it shall not protect Seller from its intentional or negligent actions or inactions. Neither Seller nor Buyer shall commit intentional or negligent actions nor intentionally or negligently fail to take any actions that materially and adversely render any of the above representations or warranties no longer accurate or true. Seller shall deliver a certificate at Closing stating that, except for Changed Conditions of which Buyer has knowledge and Buyer fails to notify Seller and Changed Conditions accepted by Buyer in writing, the representations and warranties contained in this Section remain true and correct as of the Closing Date (the "Date Down Certificate"). As used herein, the term "knowledge" means the actual knowledge of a party, and if that party is not an individual, includes the actual knowledge of the party's partners, members, officers and employees.

9. **Risk of Loss/Damage, Destruction and Eminent Domain.** Prior to Closing, the risk of loss or damage to the Property shall remain with Seller. If, prior to Closing, the Property or any part thereof are damaged or destroyed by fire, flood, elements or any other cause, or any part thereof is taken or threatened to be taken by eminent domain, and in any such case Buyer determines (in Buyer's sole and absolute discretion) that such event has a material adverse effect on the Property then Buyer may terminate this Agreement. Upon such termination, neither Seller nor Buyer shall have any further obligation with respect to this Agreement. If Buyer elects to proceed and consummate this Agreement despite said event(s), Seller shall assign to Buyer all of Seller's right, title and interest in and to all insurance proceeds and/or condemnation proceeds. In the event of any casualty or actual or threatened condemnation, Seller shall contemporaneously provide copies of all written information and communication sent and received by Seller, Seller shall allow Buyer access to all persons involved with the resolution of any such matter and Seller shall afford Buyer the opportunity to participate in all communications and meetings regarding same.

10. **Notices.** Any notice or election required or permitted to be given or served by any party hereto upon any other shall be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, (b) mailed by United States certified mail, return receipt requested with postage prepaid, or (c) delivered by nationally recognized courier, utilizing the "overnight" option and with delivery charges prepaid, and in any

case properly addressed to the applicable party's address as provided at the top of the first page of this Agreement. Notices shall be deemed given at the time of delivery if by personal delivery, or as of the date deposited in the mails or with such courier, as applicable. Any party may change its address for service of notice by providing the other party notice in the manner specified above. The legal counsel to any party to this Agreement shall have the right to give a notice on the respective party's behalf.

11. **Assignment.** Buyer may not, without Seller's consent, assign this Agreement, and Buyer's rights, duties and obligations hereunder, to any party, person or entity. Even if consented to, no assignment will relieve Buyer of its obligations under this Agreement.

12. **Entire Agreement/Modification/Binding Effect.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the Property. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and no modification of this Agreement and no waiver of any of its terms and conditions shall be effective unless in writing and duly executed by the parties.

13. **Survival.** All covenants, agreements, representations, warranties and provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall continue in force and effect and be binding after the Closing Date and delivery of the deed. A party breaching any representation, warranty, covenant or obligation in this Agreement shall indemnify, defend and hold the other party harmless with respect to any suit, loss, cost, expense, damage, liability or the like (including attorneys' fees) arising out of or relating to any such breach.

14. **Construction/Interpretation.** This Agreement has been made and entered into under the laws of the State of North Dakota and said laws shall control its interpretation. The parties have each consulted and reviewed, or had opportunity to consult and review, this Agreement with their respective legal counsel, and no rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document shall be operative against either party. The headings/captions appearing in this Agreement are for convenience only, are not a part of and not to be considered when interpreting this Agreement. When used herein, the singular shall include the plural, the plural shall include the singular, and the use of one gender shall include all other genders, as and when the context so requires.

15. **Timing.** Time is of the essence as to all dates and time periods set forth in this Agreement. With respect to computation of time periods provided in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included, and the last day of the period so computed is to be included, and any time period provided in this Agreement which shall end on a day other than a Business Day shall automatically extend to, and end on, the next Business Day thereafter. "Business Day" means a day other than (i) a Saturday, Sunday or legal holiday on which banking institutions in the State of North Dakota are authorized to remain closed, or (ii) a day on which the New York Stock Exchange is closed.

16. **Brokers.** Seller and Buyer represent and warrant to each other that it has not entered into any agreement with any real estate broker, agent, finder, or any other party in connection with the

Property or this transaction, and that it has taken no action that would result in any real estate broker's, finder's, or other fees or commissions being due with respect to the transaction contemplated by this Agreement.

17. **Legal Expense.** If any case, suit or proceeding shall be brought by one party to this Agreement against the other, the prevailing party shall be entitled to recover all costs incurred by the prevailing party related thereto, including reasonable attorney's fees and the costs of appeal.

18. **Effective Purchase Agreement; Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one, complete Agreement. A copy of this Agreement delivered as or by .pdf, facsimile or other electronic means containing a party's signature shall be deemed such party's original, binding signature.

[The remainder of this page intentionally left blank – signature page follows]

[Signature page to Purchase Agreement between City of Fargo and Great Plains 1001 Holdings, LLC]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

BUYER:
GREAT PLAINS 1001 HOLDINGS, LLC

By: 
Bill Rothman, Vice President

SELLER:
CITY OF FARGO, NORTH DAKOTA

By: _____
Timothy J. Mahoney, Mayor

Attest: _____
Steve Sprague, City Auditor

16

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: APRIL 15, 2020

RE: REDEVELOPMENT OF 314, 320, 324 7TH STREET NORTH AND 712 4TH AVENUE NORTH

In response to RFP #20067, the City of Fargo received one submittal from Beyond Shelter, Inc on March 31, 2020. The RFP sought proposals to build affordable housing on the parcels the City owns at 314, 320, 324 7 Street North and 712 4th Avenue North.

BSI, Inc.'s proposal is attached for reference. They intend to develop affordable senior housing within two years. As an eligible CDBG activity, the City of Fargo in essence, will donate the parcels for the intention of reducing the cost of the construction and lowering rents. These parcels are important infill lots located on the edge of downtown and abutting historic single family owned housing. The proposal includes reference to neighborhood engagement as part of the project development. Planning staff will work with the developer and neighborhood to confirm these processes as we move forward.

Staff is seeking approval of the proposal and authorization to enter into a development agreement following Community Development Block Grant rules.

Recommended Motion: Award proposal and proceed with development agreements with Beyond Shelter, Inc for the redevelopment of 314, 320, 324 7th Street North, and 712 4th Avenue North.

DEVELOPMENT PROPOSAL FOR THE MILTON EARL

A Quality Affordable Senior Housing Development



Submitted by:



**Beyond
Shelter, Inc.**

March 30, 2020



March 30, 2020

City of Fargo
Auditor's Office
Attn: Tia Braseth
225 4th Street North
Fargo, ND 58102

RE: CDBG Infill RFP – 314, 320, 324 7th Street North, 712 4th Avenue North, Fargo

Dear Ms. Braseth,

Per the City of Fargo's Request For Proposals issued on March 16, 2020, Beyond Shelter, Inc. (BSI) is pleased to submit a proposal to redevelop City-owned vacant property at 314, 320, 324, 7th Street North and 712 4th Avenue North.

BSI is proposing to create a quality new affordable senior housing project that will serve Fargo's flourishing downtown neighborhood. BSI's proposal leverages 708 4th Avenue North, a lot that is owned by BSI and is adjacent to lots 320, 324, 7th Street North and 712 4th Avenue North to create a project that:

- maximizes the highest and best use of the City-owned vacant land
- will be affordable for senior households whose income does not exceed 80% of Fargo's AMI
- is consistent with the character of the surrounding neighborhood
- will create quality affordable housing
- will be completed or substantially complete no more than 24 months after the date of the signed Redevelopment Agreement

Please feel free to contact me at 701-551-0488 or dmadler@beyondshelterinc.com with any questions that you may have.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel P. Madler", is written over a faint, larger version of the same signature.

Daniel P. Madler
CEO

Enclosure

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TAB 1

NAME, MAILING ADDRESS AND LEGAL STATUS

DEVELOPER AND DEVELOPMENT TEAM:**A. Developer**

Company Name Beyond Shelter, Inc.	Contact Person Dan Madler		
Mailing Address PO Box 310	City Fargo	State North Dakota	Zip Code 58107-0310
Telephone Number 701-551-0488	Email Address dmadler@beyondshelterinc.com		
Legal Status 501(c)(3) Nonprofit Organization			

B. Architect

Company Name Foss Architecture + Interiors	Contact Person Robert Ames		
Address 810 First Avenue North	City Fargo	State North Dakota	Zip Code 58102
Telephone Number 701-282-5505	Email Address robert@fossarch.com		

C. Real Estate Attorney

Company Name Winthrop & Weinstine, P.A.	Contact Person Jon Peterson		
Address 225 South 6th Street, STE 3500	City Minneapolis	State Minnesota	Zip Code 55402-4629
Telephone Number 612-604-6736	Email Address jpeterson@winthrop.com		

TAB 2

**QUALIFICATIONS/RELEVANT EXPERIENCE TO UNDERTAKE
PROPOSED REDEVELOPMENT**

Beyond Shelter, Inc.



Beyond Shelter, Inc.

Beyond Shelter, Inc. (BSI) is a mission driven North Dakota nonprofit developer of affordable housing. BSI's mission is "Improving lives and creating communities by developing and sustaining housing for those most in need." BSI's core values are Quality, Integrity, Relationships, Excellence, and Team. BSI is a Community Housing Development Organization (CHDO), has a 7-member board of directors, and has ten (10) Team members with expertise and experience in helping communities meet all of their affordable housing needs whether that be senior housing, permanent supportive housing, family housing, new construction, rehabilitation, preservation, downtown revitalization, etc.

What does BSI bring to the table:

Qualified/Relevant Experience - BSI has a 20-year proven track record in developing high quality affordable residential rental apartment buildings, including structuring, coordinating and overseeing all aspects of the construction, debt and equity financing, including equity syndication involving LIHTC, leasing, and all other aspects of such developments. Since its inception (May 1999), BSI has secured the financing and investment of approximately \$205,000,000 to support 42 affordable housing projects producing 1,231 quality affordable homes. BSI has been able to share its experience and talent by serving as developer/co-developer for projects in Bismarck, Burlington, Dickinson, Fargo, Grand Forks, Minot, and West Fargo, ND, Aberdeen, SD, and Moorhead, MN. For example, BSI has partnered with:

- City of Fargo to develop HomeField 1, 2, & 3 117-units of quality affordable housing that serve senior households in the community of Fargo, ND.
- City of Fargo to develop North Sky Apartments, 84-units of quality affordable housing that serve senior households in the community of Fargo, ND.
- City of Fargo to develop Crossroads Senior Living Apartments, 81-units of quality affordable housing that serve senior households in the community of Fargo, ND.
- City of Fargo to develop Sunrise North Apartments, 43-units of quality affordable housing that serve senior households in the community of Fargo, ND.
- Housing Authority of Cass County and the City of West Fargo to demolish 60-units of functionally obsolete Public Housing occupying a full city block that fronts Sheyenne Street, a location that is viewed by the City of West Fargo as part of the gateway to their newly burgeoning downtown. The 60-units will be replaced

with 84-units of quality affordable housing that will serve senior households in the community of West Fargo, ND

- YWCA Cass Clay to develop Grace Garden, a 30-unit affordable housing project that serves victims of domestic violence. Grace Garden is located in the community of West Fargo, ND.
- Burleigh County Housing Authority to develop Edwinton Place Apartments, a 40-unit permanent supportive housing project that serves homeless individuals in the community of Bismarck, ND utilizing the housing first model.
- Churches United for the Homeless to develop Bright Sky Apartments, a 43-unit permanent supportive housing project that serves homeless individuals and families in the community of Moorhead, MN.
- Grand Forks Housing Authority and Grand Forks Homes, Inc. to develop LaGrave On First, a 42-unit permanent supportive housing project that serves homeless individuals in the community of Grand Fork, ND utilizing the housing first model.

BSI and the BSI Team have extensive experience with maximizing the use and integration of multiple financial sources such as LIHTC's, National Housing Trust Funds, HOME, CDBG, CDBG-DR, Affordable Housing Program (AHP), NSP, HUD McKinney-Vento Funds, Project-Based Vouchers, HUD Section 236 and Section 236 Project-Based Vouchers, HUD Replacement Housing Factor Funds (RHP), Historical Tax Credits (HTC), Housing Incentive Funds (HIF), Law Enforcement Pilot Program (LEPP), General Obligation Bonds (GO Bonds), PILOT's, Fee Waivers, Foundations, etc.

BSI and the BSI Team have a proven track record and strong working relationship with the North Dakota Housing Finance Agency (NDHFA) and the North Dakota Division of Community Services (DCS).

BSI and the BSI Team have established working relationships/partnerships with local, regional, and national lenders, LIHTC Investors/Syndicators.

BSI has been recognized three (3) times as one of the top 50 affordable housing developers in the nation by Affordable Housing Finance Magazine.

The following provides summary information related to BSI's principal officers/board of directors, team members/key personnel, and as applicable, the length of time each officer/team member has performed in their field of expertise:

Board of Directors:

Brad Stedman, current President and Director since May of 2012

Rodger Mohagen, current Vice President and Director since March 2016

Beverly Rohde, current Secretary and Director since July 1999

Rebecca Bakke, current Treasurer and Director since July 2014
Jacob Reuter, Director since September 2016
Rhet Fiskness, Director since December 2016
Michael Carbone, Director since July 2019

Team Members/Key Personnel:



Dan Madler, *Chief Executive Officer, HDFP*

Dan has been employed by Beyond Shelter, Inc. (BSI) since March of 2003 and during his career with BSI, Dan has participated in the development financing of over 1,200 homes. A natural problem solver, Dan enjoys working with a team and is driven by the challenges that come with developing affordable housing. BSI has given him an opportunity to work for a mission-driven organization that makes life better for others by giving them a place to call home. Dan has 27-years of experience in the affordable housing industry.

Professional Activities:

Past Chair and current Advisory Council Member, Federal Home Loan Bank of Des Moines, IA

Former President, current Board Member, current Finance Chair, and Past Chair and current Public Policy Advisory Committee member, North Dakota Association of Nonprofit Organizations (NDANO)

Current President, Executive Committee Chair, and Finance Committee Chair, Centre, Inc.



Lisa Rotvold, *Development Director, HDFP, HCCP*

Lisa has been employed by BSI since April of 2006. She is responsible for the development team at BSI. In that role she works to identify community needs, cultivate local and regional partnerships, develop plans and budgets, and seeks funding from a

wide variety of public and private sources. Lisa has over 26 years of experience in the affordable housing industry ranging from direct development, to grant administration, to providing development assistance to communities throughout North Dakota, South Dakota and Minnesota. Lisa has played a role in the development of over 1,000 units of affordable housing. Lisa currently holds professional certifications as a Housing Development Finance Professional (HDFP) and a Housing Credit Certified Professional (HCCP).



Randy Bach, *Asset Management Director, HCCP, RPA, CGP, AMS, HDFP*

Randy joined BSI in 2012. His responsibilities include Portfolio Management including Risk Management, Compliance, Financial and Operational oversight including Capital Need and Project Management and Real Estate functions. Randy has 26 years' experience in Asset Management, Real Estate, and Project and Facilities Management in Government, Healthcare and Affordable Housing. He has worked in all phases of the real property life cycle. Randy currently holds a State of North Dakota Asbestos License, and is professionally certified as a Housing Credit Certified Professional (HCCP), a Real Property Administrator (RPA), a Certified Green Professional (CGP), a certified Asset Management Specialist (AMS), and as a Housing Development Finance Professional (HDFP). In addition, Randy holds a Maintenance Management Certification and a C3P LIHTC Compliance Certification from Spectrum.



Joe Rizzo, *Developer, HDFP, HCCP*

Joe joined the BSI team in April 2014. His responsibilities include identifying housing needs, developing plans and budgets, and seeking funding from a variety of sources in effort to build adequate, affordable, accessible, and secure housing. Prior to BSI, Joe has 23 years of experience in the residential mortgage and finance industry where he has become perceptive of the importance of housing for families, communities, and quality of

life. He recently completed his master's degree in December of 2017 where he emphasized in Community Development. Joe is professionally certified as a Housing Development Finance Professional (HDFP) and a Housing Credit Certified Professional (HCCP).



Christopher Miller, *Developer, AMS, CHAM, HDFP, HCCP*

Christopher joined the BSI Team in May 2015. He is responsible for developing attractive and fiscally sound affordable housing utilizing various funding sources. Prior to BSI, Christopher has 17 years of experience of accounting and finance in non-profit and private sector businesses. Christopher is also professionally certified as an Asset Management Specialist (AMS), a Certified Housing Asset Manager (CHAM), a Housing Development Finance Professional (HDFP), and a Housing Credit Certified Professional (HCCP).



Dustin Rietsema, *Asset Manager, C3P, HCCP*

Dustin joined BSI in February 2019. He is responsible for ensuring optimal performance of BSI's assets after development. Including risk management, compliance, portfolio management, financial and operational oversight, and capital budgeting. Dustin has 6 years' experience in Asset and Property Management, including 1-year in the affordable housing industry. In December of 2019, Dustin obtained a master's degree in Accounting and Finance.



Dawn Helmowski, *Finance Director*

Dawn has been employed by BSI since August 2019. She is responsible for planning, implementing, managing and controlling all finance related activities of BSI's operational and development accounting functions, as well as leading BSI's HR and IT functions. Dawn has a Master's of Business Administration, University of Mary, a Bachelor's of Science, University of North Dakota, is a Dale Carnegie Course Graduate, and has extensive experience in financial reporting and accounting operations management, and over 14 years in professional accounting experience.



Lori Westbrook, *Finance Manager, HCCP*

Lori has been employed by BSI since June 2012. She is responsible for the accounting and development operations of BSI and related subsidiaries. Lori has over 19 years of experience in the affordable housing industry. Prior to joining BSI, Lori was the Finance Manager for the Fargo Housing and Redevelopment Authority (FHRA). While at the FHRA, Lori was responsible for supervising all FHRA accounting staff and prepared and managed the FHRA financial records in accordance with generally accepted accounting principles (GAAP) and HUD compliance related to Public Housing and Voucher Programs. Lori is professionally certified as a Housing Credit Certified Professional (HCCP).



Heather Struxness, *Property Manager, HCCP, AMS*

Heather has been employed by Beyond Shelter, Inc. (BSI) since November 2011. She began her career with BSI providing administrative support and has recently been promoted to Property Manager. Heather has worked with various types of housing programs, including low-income housing tax credit (LIHTC) programs and project-based communities. She has 19 years of experience in the affordable housing industry and has obtained her Housing Credit Certified Professional (HCCP) and Asset Management Specialist (AMS) designations.



Lance Beachem, *Administrative Assistant*

Lance started with BSI in March 2019, providing administrative support to the staff and board of directors. Lance has a Bachelor of Science - North Central University, Minneapolis MN and has over 20 years of administration experience working as a City clerk in three Minnesota municipalities.

NOTE:

See the following pages for additional information regarding the proven experience, capacity, and knowledge, of BSI's current partners, Architect - Foss Architecture + Interiors, and Real Estate Attorney - Jon Peterson:

Foss Architecture + Interiors

FOSS
ARCHITECTURE
+INTERIORS

ARCHITECTURAL QUALIFICATIONS

810 FIRST AVENUE NORTH | FARGO ND 58102 | 701.282.5505 | www.fossarch.com

FOSS

ARCHITECTURE + INTERIORS

Contact

Foss Architecture + Interiors

serves the Northern Great Plains with skill, dedication, and a sincere commitment to excellence.

We are accustomed to serving projects within a 250-mile radius of Fargo-Moorhead. Our commitment to regional service ensures you will receive responsive service from our design team from planning through construction.

Locations

810 First Avenue North, Fargo, ND 58102

Telephone: 701-282-5505

Website: www.fossarch.com

Established: 1898

Type of Ownership: Corporation

Team

Licensed Architects	10
Interns/CAD Technicians	1
Interior Designers	1
Specifications Writer/Estimator	1
Construction Administration	1
<u>Administration</u>	<u>1</u>
Total	15



Company Profile

Foss Architecture + Interiors is a regional design firm celebrating over 120 years of service to our clients in the Upper Midwest. With offices in Fargo, North Dakota and Breckenridge, Minnesota, the firm is under the ownership of five Principals with a support staff of 10.

We have earned the reputation as an organization of people who are committed to our clients' needs and work closely with them in the decision-making process. We are recognized as innovative leaders in all phases of professional design services.

Professional services offered by Foss Architecture + Interiors include: programming, facility assessment, long-range planning, building design, interior space planning, specifications, cost estimating, and construction administration. Our experienced consultants provide civil, structural, mechanical and electrical engineering support to the design team. We have the staff and resources to provide an immediate and effective response to our clients' needs. We pride ourselves on being large enough to provide specialized services on any size project, yet personalized enough to work closely with each of our clients.

Foss Architecture + Interiors brings to your project the expertise and knowledge of public and private facility design equal to that of large, big-city firms, with the service and support you expect from a small-town neighbor.

Our firm is very knowledgeable in the design of flexible, low maintenance and long-lasting buildings. We are particularly successful at maximizing the power of every budget dollar. We create highly efficient, cost-effective plans that meet current space needs and provide adaptability for future growth and development.

We are comfortable working with diverse groups of people to identify and integrate their needs and desires. We have worked closely with many public and private facilities throughout North Dakota and Minnesota to develop well-functioning, practical and economically feasible solutions that have gained the enthusiastic community support that is critical to a successful project.



FOSS
ARCHITECTURE
+ INTERIORS



Experienced. Trusted. Respected.

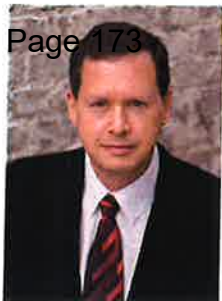
These words describe not only the firm of Foss Architecture + Interiors, but the individuals that make up our design team. The individuals we will assemble for your project represent some of the most experienced professionals in our region, ready to service your project with the dedication, responsiveness and expertise that you can expect from Foss.

Today's rapidly changing environment often requires quick study and development of practical solutions. Our expertise allows us to focus on the issues and to get answers quickly. We know and understand the consequences of our recommendations on your operations, finances, marketplace and facilities. We bring a great deal to your team—tested approaches with the experience to know what will work.

It is our belief that the owner is a key member of the project team and is asked to share in all the information and decision-making processes. Owner/client involvement is more than attending meetings—it consists of the contacts necessary to establish a comfort level that promotes the free exchange of information among the members of the project team. It is our belief that by working together we can achieve an outstanding project.

Foss is respected by our clients and contractors alike for the accuracy, completeness and quality of our design and documents. We recognize the importance of quality control in the design and construction phases, and will work diligently to minimize the unforeseen challenges that may arise in a project.





Robert Ames, AIA, LEED AP
Principal-in-Charge/Project Manager

Joining Foss Architecture + Interiors in 1987, Bob has served as Principal-in-Charge/Project Manager for many of Foss's public and private projects. In addition to facility planning and concept design, he is experienced in renovation and repurposing of existing facilities, striving to maximize the potential of the client's physical and financial resources.

Bob is LEED Accredited and works with each project to explore and evaluate options for sustainable design initiatives.

Skilled at managing teams of designers, engineers and consultants, Bob's primary role as Principal-in-Charge is to ensure our team consistently exceeds the expectations of our clients. He will remain active in your project from the beginning through the completion of construction.



Adam Peterson, AIA, LEED AP
Principal/Project Architect

Adam's diversified experience provides him with the necessary background for any special project. He brings to Foss a strong talent for design, and the curiosity and practical sense for detailing to turn his creative solutions into reality.

As Lead Designer, Adam is responsible for ensuring all programmatic and functional goals are met and that the design solutions incorporate character and creativity. He coordinates all technical aspects of design and work with client representatives and engineers to establish performance expectations and criteria, and to develop building solutions that deliver the same.

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**Transforming your visions
into reality with creativity,
insight and expertise.**



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Quality Control

"Quality is Job One."

This familiar mantra sums up Foss's commitment to providing a high quality product to our clients. Our firm places great importance not only on the quality of our design solutions, but also on the drawings and specifications used to convey them. Our drawings, including those of our consultants, are thoroughly reviewed and red-lined before they leave our office. We strive to eliminate, as much as possible, inconsistent, vague and uncoordinated information to reduce uncertainty and surprises in the bidding and construction process. Area contractors routinely tell us that Foss produces the most complete and detailed sets of construction documents in our region.

We understand our clients demands for durable, long-lasting, low-maintenance buildings and we are prepared to help you make decisions on the most appropriate and cost effective solutions for building systems, materials, and design.

During the construction process, we regularly observe construction work and techniques to verify adherence to the intent of our design and specifications. Thorough observation, punch-lists and reviews are completed before the work is accepted to make sure that quality and performance expectations are met at the completion of the project.



Major Strengths of Our Firm

New Construction Experience

New construction projects are addressed with careful programming and planning by the design team so that purposes are clearly identified and building performance expectations documented. Additionally, the architects and engineers will:

- Explore multiple options for configurations that best address function and operational efficiencies
- Develop designs that are both durable and attractive utilizing forms, materials and colors appropriate to the function of the building and compatible with existing base architecture
- Discuss with Owner representatives options for building systems to make selections that comply with expectations for energy efficiency, building performance and life-cycle costing
- Address compliance with local, state and federal building code requirements and accessibility statutes.

Sustainability and Accessibility

Sustainability and sustainable design features are becoming increasingly more important. With sustainability comes flexibility which includes designing a primary structure that allows for change through time, as well as providing residents the opportunity to individualize their own spaces. Community-oriented spaces are also a very important aspect of the facility, including exercise facilities, recreation rooms, and large community gathering rooms.

Accessibility is another vital design aspect. It is important to design all aspects of the facility with full use to all individuals, including those with disabilities; the design cannot be an afterthought.

Cost Control

Maintaining a construction budget within the proposed financial model will be paramount to the success of the project. Decisions regarding building materials and systems will be made early in the design process, and detailed, quantity takeoffs and estimates will be compiled at each phase of design to evaluate and adjust decisions to maximize building efficiency and net usable space while maintaining a quality of construction consistent with your standards.

Construction estimates will include full disclosure of all cost items including design and construction management fees, expenses, permits, insurance, testing and complete construction division breakdown of general, mechanical and electrical construction.

Building Codes

Foss Architecture + Interiors keeps a current and complete library on local applicable codes including zoning codes, International Building Code, ADA, Life Safety 101, Uniform Fire Code, National Fire Code and OSHA. Our staff keeps up to date on application and interpretation of the codes.

Perhaps the best testimonial to our ability in this area is our close working relationship with the local code offices. Building Officials will tell you we meet with their staffs early and often to be sure all code issues are identified and satisfied prior to a project going out for bid.

Digital Imaging

Conveying concepts in a rendered 3-dimensional image allows you, the client, to better visualize the project during the design process. Viewing rendered images throughout the entirety of the project allows for vital and necessary collaborative decisions to be made in order to provide a more complete design.

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By being sensitive to your people,
needs, budget and schedule,
we can establish a strong and
productive professional relationship.
Our team is ready to serve you.



Winthrop & Weinstine, P.A.



SHAREHOLDER

JON L. PETERSON

CONTACT:

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E / jpeterson@winthrop.com



I SOLVE YOUR TAX AND LEGAL FINANCING
CHALLENGES ON REAL ESTATE DEALS.

Practice Areas:

TAX CREDIT FINANCING & SYNDICATION

REAL ESTATE DEVELOPMENT &
TRANSACTIONS

EDUCATION

University of Florida Levin College of Law,
LL.M., taxation, 1995

William Mitchell College of Law, J.D., *magna
cum laude*, 1994

Minnesota State University Moorhead, B.S.,
1989

BAR ADMISSIONS

Minnesota, 1994
Delaware, 1995
Colorado, 1997

MY APPROACH

Helping clients develop affordable housing allows me to assist them with a rounded approach based on my background of investment banking, law and tax accounting. I have a holistic approach to law which views the client's business from its perspective, not just with a legal view. Helping clients address their issues of course includes risk management, but is much more. I partner with clients to help them understand their options for financing a project, improve their financing strategies through working with the spreadsheets and projections, and do the legal work that goes along with it. Sometimes, this also means referring lenders to my clients, or bringing others onto the team to help get the deals completed.

I directly assist from the complicated tax and legal financing side, but I also really enjoy understanding the client's business and developing relationships with my clients and understanding their goals from their perspective.

Outside of the office, I like to play outside – whether it's fly fishing, hiking in the high country, back country skiing, biking, or sailing.

A GROUNDBREAKING MOMENT IN MY CAREER

Before becoming a lawyer, I was working as a tax accountant/CPA in Denver, and doing tax returns for a huge affordable housing developer. Every time a difficult question arose on the tax side that wasn't readily available, we'd call



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JON L. PETERSON

the tax lawyer, Steve - he was brilliant, and he understood the whole business. It seemed like as soon as he came in, he saved the day. In my role, I just didn't know the other aspects of the business well enough, but I wanted to be able to provide more service than the narrow, discrete area of tax accounting I was doing. Going to law school allowed me to be better able to understand my clients' goals, and why they were trying to achieve them.

MY EXPERIENCE — TAX CREDIT FINANCING & SYNDICATION

I represent for-profit and nonprofit clients in real estate reorganizations and restructurings, acquisitions and divestitures, real estate finance including construction and rehabilitation of historic buildings and affordable housing, debt and equity investments, and formation and structuring of all types of entities. I have significant expertise in real estate debt and equity investments including syndication of tax credits, involving low income housing tax credits, historic tax credits and new market tax credits. Projects I work on regularly involve governmental subsidies and loan programs including tax increment financing, tax exempt bonds, HUD mortgage insurance, HOME and CHDO funds, CDBG funds, Section 8 rental subsidies, Public housing funds, and RAD funds.

BOLD PERSPECTIVES

LIVE EVENTS

"Maximizing Funding with Combined LIHTC." // Panelist. *Housing Colorado NOW! Conference 2018*. Vail, CO. 10.04.2018

"Financial Modeling for Affordable Housing- Post HR-1." // Panelist. *Housing Colorado NOW! Conference 2018*. Vail, CO. 10.03.2018

"The State of Tax Credits." // Speaker. *2017 Colorado and Mountain Plains NAHRO Annual Conference*. Vail, CO. 05.26.2017

"Affordable Housing After Tax Code & HUD Legislation." // Presenter. *Affordable Housing Summit*. 04.20.2017

"Gap Fillers: How, What, Where?" // Presenter. *Affordable Housing Summit*. 06.11.2015

"Affordable Housing Tax Credit Conference." // Presenter. *RubinBrown*. Denver, CO. 12.02.2014

"Using Credits, Financing Alternatives, Grants, Deductions, Rebates and Structuring Techniques." // Presenter. *NAIOPMN*. 02.14.2012

"Top 10 Development Risks and How to Prevent Them." // Presenter. *2011 Colorado NAHRO Annual Conference*. Breckenridge, CO. 05.2011

"Alternative Funding Solutions." // Presenter. *2011 Texas NAHRO*. 04.20.2011



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"2010 Colorado NAHRO Annual Conference." // Pueblo, CO. 05.10-14.2010

"Low Income Housing Tax Credit After the American Recovery and Reinvestment Act of 2009." // Mountain Plains/Colorado Joint Conference of National Association of Housing Redevelopment Officials. Snowmass, CO. 06.2009

"Development Affordable Housing 101." // 2008 Housing Colorado NOW! Conference. Breckenridge, CO. 10.2008

"Using Consultants." and **"How Many Ls is Enough?"** // 2008 Mountain Plains NAHRO Annual Conference. Helena, MT. 06.2008

"Changing Times in the Equity Marketplace." // Affordable Housing Committee Lunch Seminar. 01.2008

PUBLISHED ARTICLES

"Getting Affordable Housing Deals Done." // Quoted. Globest.com. 06.11.2015

"New Demands for Housing." // Quoted. Affordable Housing News. Spring, 2014

"Solar energy too pricey? Maybe you could rent." // Quoted. Pioneer Press. 08.18.2010

ASSOCIATIONS & MEMBERSHIPS

- > Minnesota State Bar Association
- > William Mitchell College of Law, Adjunct Professor
- > University of St. Thomas
 - Instructor, Center for Business Excellence, 2005
 - Instructor, 2017-2018
- > Oasis For Youth
 - Board of Directors

For my website bio, please visit WINTHROP.COM/J-PETERSON

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Minnesota Law & Politics, 2004,

2006 - 2007

TAB 3

**DEMONSTRATED FINANCIAL CAPACITY TO COMPLETE
THE PROPOSED PROJECT**

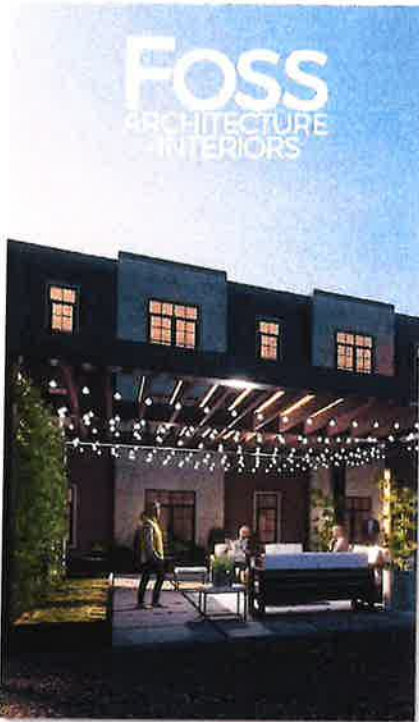
DEMONSTRATED FINANCIAL CAPACITY TO COMPLETE THE PROPOSED PROJECT:

To demonstrate that Beyond Shelter, Inc. (BSI) has the financial capacity to complete the proposed project, BSI offers the following:

- To-date, BSI, a mission driven North Dakota nonprofit developer of affordable housing has closed on the financing of 42 quality affordable housing projects creating 1,231 quality affordable homes with total development costs exceeding **\$205,000,000**. Of the 42 projects, 15 of them are providing 482 quality affordable homes serving the community of Fargo
- Currently, BSI is on track to close on the financing of HomeField 3 by the summer of 2020. HomeField 3, once completed will provide an additional 39 quality affordable homes that will serve seniors that call the community of Fargo home
- All contractors working on BSI Projects are required to provide applicable Letters of Credit and/or Performance Bonds

TAB 4

PROJECT DESCRIPTION



Project Description

The Milton Earl apartments were designed to be consistent with the character of the surrounding neighborhood and will create a quality affordable downtown living community for seniors within close proximity to medical services, recreation, dining, banking and more. An L-shaped floor plan provides three stories of residential living for 42 residents and wraps around a rooftop patio located above a grade-level indoor parking garage. A community room with views to the beautiful Sanctuary Event Center is situated along 4th Avenue and 7th Street where seniors can watch street side passerby.

The southwest corner of the Milton Earl apartments tapers down to a single story to be sensitive in scale to the six historic homes in the M.E. Beebe Historic District, which is listed on the National Register of Historic Places. The new Milton Earl apartments are named in honor of Milton Earl Beebe who was an American architect of the late 19th and early 20th centuries. Milton Earl Beebe designed several banks, schools, courthouses and other civic architecture (see below left), many of which are listed on the National Register of Historic Places.



Milton Earl Beebe worked in Chicago at the office of the city's most renowned pre-fire architect before establishing his own practice in Buffalo, NY in 1873. He moved to Bismarck in 1898, coincidental to the Second Dakota Boom of 1898-1915 and then moved to Fargo in 1900. He resided on this very block from 1903 to 1911 and built his office in the center of the block where he practiced architecture for six years. Milton Earl Beebe's most notorious Fargo building was the Masonic Temple of 1899, which stood east of the Hotel Donaldson prior to being demolished in the 1960's. Some notable buildings still standing in the FM Area include the former Fargo National Bank at 52 Broadway North, Old Main at Concordia College, South Engineering building at NDSU, and several homes in the FM Area.

The Milton Earl apartments utilize a design inspired by European influences; much like Milton Earl Beebe was inspired by European architecture in the design of his 19th and 20th Century buildings. Mansard roofs are one element, which was much utilized in Beebe's work and included in the design of the Milton Earl apartments. With the adjacent M.E. Beebe Historic District, Sanctuary Event Center, Ivers apartments, and other historic downtown buildings, our team felt that a building, which is sensitive to the historic fabric of Downtown Fargo, would best fit the site and the goals of the City of Fargo Master Plan (see visuals on the following two (2) pages):





Additional Milton Earl apartment information is as follows:

- Beyond Shelter, Inc. (BSI) is the owner of 708 4th Avenue North, Fargo and this property is adjacent to the City-owned vacant land. Thus, allowing BSI to fully leverage and maximize the highest and best use of the City-owned vacant land (see visual areial view below).



- The Milton Earl will provide 42 new quality affordable homes through a mix on one and two-bedroom units that will serve senior households that have incomes that range from extremely low-income to low-income (i.e. incomes that are equal to or less than 30% of Fargo's Area Median Income (AMI), 40% AMI, 50% AMI, 60% AMI, and no more than 80% AMI).

- The Milton Earl will provide adequate community space, amenities and/or services that are appropriate for the Elderly households that will call The Milton Earl home (i.e. meals on wheels, common activity areas, planned activities, etc.) See below for a visual of the 1-2 bedroom unit mix, planned community spaces/amenities, and the 42 Parking spaces:



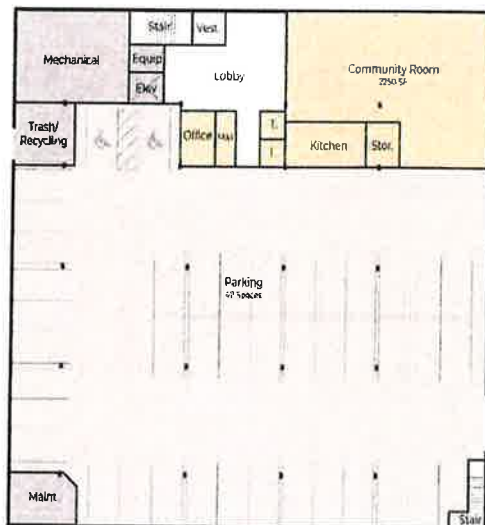
THIRD FLOOR PLAN
14,800 SF

14 UNITS

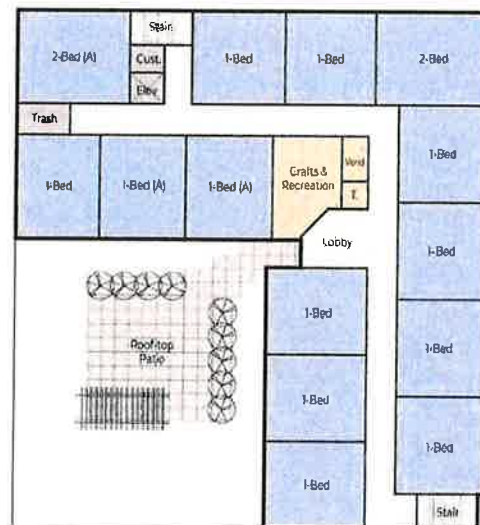


FOURTH FLOOR PLAN
14,800 SF

14 UNITS



FIRST FLOOR PLAN
21,000 SF



SECOND FLOOR PLAN
14,800 SF

14 UNITS

42 Units Affordable Senior Housing

36 One-Bedroom Units (6 accessible)	25,920 SF
6 Two-Bedroom Units (3 accessible)	5,400 SF
Resident Community Services	6,400 SF
Building Services	2,200 SF
Resident Parking Garage	14,400 SF
Circulation, Net-to-Gross Conversion	11,080 SF
Total Area	65,400 SF

- As a best practice and if successful in the City's RFP process, BSI would engage and include the neighborhood for input regarding The Milton Earl quality affordable housing project. BSI would do this by holding Neighborhood meetings. This platform allows BSI to: 1) explain its project, 2) identify the beneficiaries, 3) engage in active listening to the Neighbors questions/thoughts, 4) validate legitimate concerns, 5) help address any issues directly, 6) find ways to respond and assuage concerns as much as possible, and 7) negotiate in good faith looking for the win-win. In addition, BSI's practice is to also engage low-income beneficiaries to advise BSI regarding design, siting, development, and management of the quality affordable housing project.
- BSI's proposal timeline is within the City's RFP timeframe of no more than 24 months after the date of the signed Redevelopment Agreement. Note, BSI anticipates a Redevelopment Contract would be signed in May 2020.
- In addition, BSI's proposal will:
 - Increase the availability of affordable housing stock in Downtown Fargo (42-units of affordable senior rental homes)
 - Provide Downtown Fargo with a greater range of housing types to ensure that Downtown Fargo remains a diverse and open neighborhood (i.e. housing available for all incomes)
 - Help Downtown Fargo grow as a neighborhood
 - Help maintain a diverse Downtown Fargo population base
 - Contribute to the City's vision for a building stock that is efficient, durable, connected and attractive (as outlined in GO2030 – Neighborhoods, Infill and New Development; Initiative 03)
 - Be consistent with the Vision and Goals of the City of Fargo's Renaissance Zone Plan
 - Be an opportunity for the City of Fargo to support the creation of quality affordable housing that is in alignment with local planning goals

TAB 5
TIMELINE

PROJECT TIMELINE

Activity	Date (MM/YY)
Site and Permitting	
Acquisition of City-owned vacant property	05/20
Zoning/Re-Plat Approval	08/20
PILOT Approval	08/20
If applicable - Renaissance Zone Approval	08/20
Environmental Review Start	06/20
Building Permit	05/21
Construction Financing	
Application for Construction Financing	12/20
Firm Commitment of Construction Financing	02/21
Closing and Disbursement of Construction Financing	05/21
Tax Credit Equity Syndication	
Letter of Commitment	02/21
Partnership Closing	05/21
10% of Project Costs Incurred	10/21
Tax Credit Carryover Allocation	12/21
Permanent Financing	
Application for Permanent Financing	12/20
Firm Commitment of Permanent Financing	02/21
Closing and Disbursement of Permanent Financing	05/21
Construction, Sales and Leasing Activity	
Final Plans and Specs Completed	02/21
Construction Start	05/21
Construction Completion	05/22
Start Lease-up/Rent-up of Rental Units	01/22
Project Placed-In-Service (Certificate of Occupancy Issued)	05/22
Occupancy of All Rental Units	09/22

TAB 6

**PROPOSED PROJECT BUDGET AND FINANCING/PRO-
FORMA**

PROPOSED PROJECT BUDGET

Proposed Sources		Totals
LIHTC Equity	\$	7,239,000
CHDO HOME	\$	200,000
CDBG	\$	60,000
Housing Trust Fund	\$	1,154,000
AHP Funds	\$	1,000,000
Deferred Developer Fees	\$	165,000
Permanent Loan	\$	950,000
		\$ 10,768,000

Proposed Project Uses		Totals
Land	\$	60,000
Demolition	\$	26,000
Site Work	\$	22,500
New Construction	\$	8,233,500
Professional Fees	\$	419,000
Construction Interim Costs	\$	285,000
Other*	\$	1,722,000
		\$ 10,768,000

* Permanent Loan, Syndication, Soft Costs, Developer Fees, Project Reserves

DRAFT

FOR THE PERIOD THROUGH

FOR THE PERIOD THROUGH																						
	Rental Assumptions																					
	Rent Increase / Yr																				Vacancy Rate Management Fee	
	Op Cost Increase /Yr																					
	2%	3%	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
REVENUES			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
- Gross Potential Rent	333,876	340,554	347,365	354,312	361,398	368,626	375,999	383,519	391,189	399,013	406,993	415,133	423,435	431,904	440,542	449,353	458,340	467,507	476,857	486,384		
+ Other Income	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
+ Interest Income																						
- Residential Vacancies	(23,371)	(23,439)	(24,316)	#VALUE!	(25,298)	(26,304)	(26,320)	(26,846)	(27,363)	(27,363)	(27,831)	(28,490)	(29,059)	(29,640)	(30,233)	(30,838)	(31,455)	(32,084)	(32,725)	(33,380)	(34,048)	
	310,505	316,825	323,159	#VALUE!	329,210	334,932	340,788	346,722	352,816	358,916	371,162	378,613	386,184	393,905	401,781	409,814	418,008	426,366	434,892	443,587	452,457	
Effective Gross Income																						
+ Operating Reserve Contribution																						
Revenue Available for Expenses	\$ 310,504.48	\$ 316,824.77	\$ 322,159.07	#VALUE!	\$ 328,210.25	\$ 334,232.26	\$ 340,788.70	\$ 356,742.28	\$ 363,915.72	\$ 371,191.84	\$ 378,613.47	\$ 386,181.54	\$ 393,905.01	\$ 401,780.81	\$ 409,814.33	\$ 418,008.42	\$ 426,366.39	\$ 434,891.51	\$ 443,507.14	\$ 452,456.69		
EXPENSES																						
- Administration	93,630	96,439	99,332	102,312	105,382	108,543	111,799	115,163	118,608	122,166	125,831	129,606	133,494	137,499	141,624	145,873	150,249	154,757	159,399	164,181		
- Utilities	34,500	35,539	36,601	37,699	38,820	39,965	41,185	42,431	43,704	45,015	46,385	47,796	49,189	50,664	52,184	53,750	55,362	57,023	58,734	60,486		
- Maintenance	53,300	54,859	56,546	58,242	59,960	61,789	63,643	65,562	67,519	69,544	71,631	73,780	75,983	78,273	80,621	83,040	85,531	88,097	90,740	93,462		
- Fixed Expenses	31,278	32,216	33,183	34,178	35,204	36,260	37,348	38,522	40,011	41,681	43,426	45,296	47,243	49,355	51,533	53,780	56,102	58,501	60,980	63,540		
- Reserves	14,700	15,141	15,595	16,063	16,545	17,041	17,553	18,079	18,622	19,180	19,756	20,348	20,958	21,587	22,235	22,902	23,589	24,297	25,026	25,777		
Total Annual Operating Expenses	227,408	234,231	241,257	248,495	255,950	263,128	270,437	278,684	286,974	296,716	305,819	314,786	324,220	333,957	343,975	354,285	364,924	375,871	387,147	398,762		
Net Annual Operating Income	83,096	82,594	81,902	#VALUE!	80,260	79,304	78,251	77,099	75,842	74,476	72,996	71,397	69,675	67,824	65,839	63,714	61,443	59,020	56,440	53,695		
- 1st Month Paid	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417	42,417		
Debt Coverage Ratio	1.86	1.55	1.83	#VALUE!	1.89	1.87	1.84	1.82	1.79	1.76	1.72	1.68		1.64	1.60	1.55	1.50	1.45	1.39	1.33	1.27	
hand key shortfall up to line 16 above																						
Cash Flow Available for Distribution	40,679	40,177	39,484	#VALUE!	37,843	36,886	35,934	34,681	33,424	32,058	30,578	28,980	27,258	25,407	23,421	21,296	19,025	16,603	14,022	11,277		
- LP Asset Manager	5,000	5,190	5,305	#VALUE!	5,628	5,796	5,970	6,149	6,334	6,524	6,720	6,921	7,129	7,343	7,563	7,790	8,024	8,264	8,512	8,768		
- Deferred Dev. Fee	35,979	35,027	34,179	#VALUE!	33,215	32,181	31,144	30,005	28,871	27,634	26,394	25,151	23,905	22,656	21,405	20,152	18,897	17,641	16,384	15,126		
- Replenish Reserves																						
- GP Asset Manager																						
Soft Loan 1 - HOME	1.25	0.5	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
Soft Loan 2 - HTF	1.20	0.5	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
Soft Loan 3 - HIF	1.00	0	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
Soft Loan 4 - CDBG	1.00	0	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
Soft Loan 5 - AHP	1.15	0	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
Soft Loan 6 - Other	1.00	0	0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		
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OCR after cash flow distributions

OCR after cash flow distributions

TAB 7
PRELIMINARY PLANS



Project Description Recap, Site plans, Preliminary/schematic floor plans, and Drawing/Elevations:

The Milton Earl apartments were designed to be consistent with the character of the surrounding neighborhood and will create a quality affordable downtown living community for seniors within close proximity to medical services, recreation, dining, banking and more. An L-shaped floor plan provides three stories of residential living for 42 residents and wraps around a rooftop patio located above a grade-level indoor parking garage. A community room with views to the beautiful Sanctuary Event Center is situated along 4th Avenue and 7th Street where seniors can watch street side passerby.

The southwest corner of the Milton Earl apartments tapers down to a single story to be sensitive in scale to the six historic homes in the M.E. Beebe Historic District, which is listed on the National Register of Historic Places. The new Milton Earl apartments are named in honor of Milton Earl Beebe who was an American architect of the late 19th and early 20th centuries. Milton Earl Beebe designed several banks, schools, courthouses and other civic architecture (see below left), many of which are listed on the National Register of Historic Places.

Milton Earl Beebe worked in Chicago at the office of the city's most renowned pre-fire architect before establishing his own practice in Buffalo, NY in 1873. He moved to Fargo in 1900. He resided on this very block from 1903 to 1911 and built his office in the center of the block where he practiced architecture for six years.

The Milton Earl apartments utilize a design inspired by European influences; much like Milton Earl Beebe was inspired by European architecture in the design of his 19th and 20th Century buildings. Mansard roofs are one element, which was much utilized in Beebe's work and included in the design of the Milton Earl apartments. With the adjacent M.E. Beebe Historic District, Sanctuary Event Center, Ivers apartments, and other historic downtown buildings, our team felt that a building, which is sensitive to the historic fabric of Downtown Fargo, would best fit the site and the goals of the City of Fargo Master Plan.

See the following pages for Site Plans, Preliminary/schematic floor plans, and Drawing/Elevations:





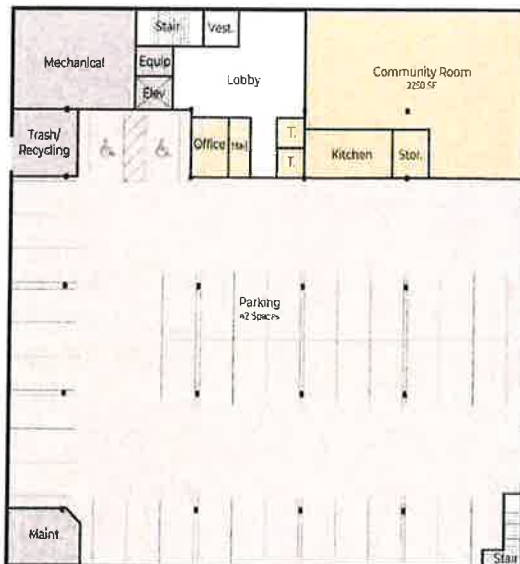
THIRD FLOOR PLAN
14,800 SF

14 UNITS



FOURTH FLOOR PLAN
14,800 SF

14 UNITS



FIRST FLOOR PLAN
21,000 SF



SECOND FLOOR PLAN
14,800 SF

14 UNITS

42 Units Affordable Senior Housing

36 One-Bedroom Units (6 accessible)	25,920 SF
6 Two-Bedroom Units (3 accessible)	5,400 SF
Resident Community Services	6,400 SF
Building Services	2,200 SF
Resident Parking Garage	14,400 SF
Circulation, Net-to-Gross Conversion	11,080 SF
Total Area	65,400 SF

FOSS
ARCHITECTURE
INTERIORS





TAB 8

PROJECT SUMMARY

PROJECT SUMMARY

Beyond Shelter, Inc. (BSI) and The Milton Earl project proposal meets and/or exceeds the following criteria:

- Consistency with CDBG goals and regulations (all proposed 42-homes will serve income that are less than Fargo's 80% AMI for a period greater than 5-years)
- Plans that are consistent with the character of the surrounding neighborhood
- BSI and the current BSI Team members, which would include BSI's Fargo Property Management Companies (MetroPlains Property Management, Goldmark, Fargo Housing and Redevelopment Authority, and BSI) have experience and the proven capacity of managing the proposed project/facility during monitoring period
- BSI's extensive experience and knowledge of managing construction with federal grant requirements (CDBG, CDGB-DR, HOME, NSP, HTF, HUD McKinney-Vento, Project-Based Vouchers, HUD Section 236 and Section 236 Project-Based Vouchers, HUD Replacement Housing Factor Funds, Historical Tax Credits)
- BSI's experience and knowledge of working with HUD CDBG and HOME funds (over two-thirds (2/3) of BSI's 42 finance closings had either CDBG and/or HOME funds as part of their financing stack.
- BSI's best practice and processes for public engagement and inclusion of neighborhood input as well as beneficiary input (see Tab 4, page 6)
- Timeliness of completion of BSI's proposed project (see Tab 5)
- Consistency with the stated RFP/City's goals
- A quality affordable housing project that will have a positive impact on the neighborhood
- BSI's ability to complete the proposed project (to-date BSI has place-in-service 40 quality affordable housing projects)
- BSI's previous project management and construction administration experience (to-date BSI has worked on 42 projects requiring project management and construction administrative experience)
- BSI's experience with related projects and past project history (42 and counting)!

TAB 9

COPY OF RFP W/PAGE 4 SIGNED

REQUEST FOR PROPOSALS TO DEVELOP CITY-OWNED PROPERTY

CDBG Program – 314, 320, 324 7th Street North; 712 4th Avenue North
March 16, 2020

The City of Fargo is seeking proposals from housing developers to redevelop City-owned vacant property at 314, 320, 324 7th Street North and 712 4th Avenue North. Proposals must propose a land use that meets CDBG national objectives to include either mixed-use with affordable housing, or a 100% housing project. Proposed housing (rental or owner-occupied) must be for households earning 80% or below Area Median Income (AMI). **Proposals are due Tuesday, March 31, 2020.** Cost alone will not be the primary deciding factor. Project will be awarded to the developer who most effectively addresses the following goals.

PROPOSED REDEVELOPMENT OF SITE MUST:

- Highest and best use of land – units can be a mix of sizes to suit varying household sizes;
- Be affordable for individuals or families whose incomes do not exceed 80% of Fargo's AMI;
- Be consistent with the character of the surrounding neighborhood;
- Provide evidence that the proposed redevelopment will create quality affordable housing upon completion;
- Be completed or substantially complete no more than 24 months after the date of the signed Redevelopment Agreement.

DESCRIPTION OF SUBJECT PROPERTY

Address: 314 7th Street North

- Legal Description: Lot 4, Block 10, Roberts 2nd Addition
- Lot size: 7,000 sq. ft.
- Dimensions: 50' x 140'
- Zoning: DMU, Downtown Mixed Use

Address: 320 7th Street North

- Legal Description: Lot 5, Block 10, Roberts 2nd Addition
- Lot size: 7,000 sq. ft.
- Dimensions: 50' x 140'
- Zoning: DMU, Downtown Mixed Use

Address: 324 7 Street North

- Legal Description: East 53.5 feet of Lot 6, Block 10, Roberts 2nd Addition
- Lot size: 2,675 sq. ft.
- Dimensions: 50' x 53.5'
- Zoning: DMU, Downtown Mixed Use

Address: 712 4 Avenue North

- Legal Description: West 43 feet of Lot 6, Block 10, Roberts 2nd Addition
- Lot size: 2,150 sq. ft.
- Dimensions: 43' x 50'
- Zoning: DMU, Downtown Mixed Use

PARAMETERS OF PROJECT

- The City will provide the building site, which was paid for with Community Development Block Grant (CDBG) funds.
- The activity carried out under this Agreement will meet the Low-to-Moderate Income Housing National Objective under 24 CFR Part 570.208(a)(3) including the following requirements:
 - At least 51% of the residents must have income at or below 80% of the area median income at the time of occupancy;
 - Rents must be set at levels which are affordable to low-to-moderate income persons as provided by 24 CFR Part 570.483(b)(3); and,
 - Rent and income levels shall align with published limits for the Low Income Housing Tax Credit (LIHTC) program.

[Referred to herein as the "Low-to-Moderate Income Housing National Objective"]. The HUD Income Limits change annually and are available at the HUD User website (www.huduser.gov) under "Data Sets". The most up to date Income Limits must be used to calculate income of residents. HUD Income Limits are set by the Department of Housing and Urban Development (HUD), which determine eligibility for assisted housing programs. Income limits are based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county. Income, race, and ethnicity data for each resident will be provided to the City upon occupancy of at least 51% of units by low and moderate income households (e.g., at least 20 units in a 39 unit complex are occupied by LMI households).

- Residential occupancy of the Property must be occupied and rented to residents meeting the Low-to-Moderate Income Housing National Objective for five (5) years following the date of the Certificate of Occupancy.

- Progress Reports & Data Collection – Regular progress reports shall be submitted upon request of the City in the form, content, and frequency as required by the City.
- The Developer must follow all CDBG rules for redevelopment, including awarding construction contracts by competitive bid procurement.
- Davis Bacon Labor Standards and Prevailing Wages will apply. Preference may be given to contractors with this experience.
- Contractors and Subcontractors must be registered in the System for Award Management (www.sam.gov) within 30 days of awarding the contract and before execution of the contract.
- Construction contracts (by competitive bid procurement) must be awarded by a mutually agreed upon timeline by City and project developer.
- Developer must negotiate and sign a Redevelopment Contract that outlines the nature of the project and its consistency with the parameters outlined in this RFP and CDBG requirements. This Agreement will be negotiated and executed between the City and the proposer(s) at the end of the RFP process. The Redevelopment Contract will outline the responsibilities of both parties, define the terms of the agreed upon project, and set up the process for transferring ownership of the property.
- The City will not dispose of CDBG properties for speculation, land banking, or any other purpose that is not intended for timely redevelopment.

SUBMISSION REQUIREMENTS

All proposals must be **received by March 31, 2020 at 4:00 p.m.** Any proposals received after that time will be rejected. Submit proposals containing the required information, along with a signed copy of page 4 of this request to:

Auditor's Office
225 4th Street North, Fargo, ND 58102
Attn: Tia Braseth
Re: CDBG Infill RFP – 314, 320, 324 7th Street North, 712 4th Avenue North

The following information must be provided about the developer:

- Name and Mailing Address
- Legal status (e.g., for-profit corporation, individual, non-profit, etc)
- Qualifications to undertake proposed redevelopment
- Relevant Experience
- Demonstrated financial capacity to complete the proposed project (e.g., performance bond)

The following information must be provided about the proposal:

- Project description
- Timeline
- Proposed project budget and financing/pro-forma
- Preliminary plans (Minimal preparation suggested – concept and diagrammatic only)
 - Drawing/elevations of the proposed structure

- Site plans
- Preliminary/schematic floor plans and/or descriptions of the proposed structure, including number of bedrooms, square feet, parking, etc.

All information should be submitted in a format that is concise, clear, and responsive to the RFP.

EVALUATION OF PROPOSALS

The City reserves the right, in its sole discretion, to reject any and all proposals or accept any proposal in whole or in part. The City's review committee will evaluate proposals based on the following criteria:

- Consistency with CDBG goals and regulations
- Project's consistency with character of surrounding neighborhood
- Experience and proven capacity of managing facility during monitoring period
- Experience and knowledge of managing construction with federal grant requirements
- Experience and knowledge of working with HUD CDBG or HOME funds
- Quality of and processes for public engagement and inclusion of neighborhood input
- Timeliness of completion of proposed project (submitted timeline will be reviewed)
- Consistency with stated City goals
- Impact on the neighborhood
- Proposer's ability to complete the project
- Proposer's previous project management and construction administration experience
- Proposer's experience with related projects and past project history

I the undersigned attest by my signature that I have read the terms and conditions outlined in this request for proposals and intend to submit a proposal in conformance with said guidance.



Signature (for)

DANIEL P. MADLER

Printed Name

03-30-2020

Date

(17)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *nc*

DATE: APRIL 14, 2020

**RE: AGREEMENT WITH REBUILDING TOGETHER FARGO-MOORHEAD
AREA FOR REDEVELOPMENT OF 1015, 1019, 1023 and 1027 13TH
AVENUE SOUTH**

Rebuilding Together Fargo-Moorhead Area (RTFMA) intends to develop affordable single-family, owner-occupied housing units on the vacant lots located at 1015, 1019, 1023 and 1027 13th Avenue South. Development of the twin homes will begin this spring and be completed by the end of 2020, with homebuyers occupying the units by spring of 2021.

Rebuilding Together Fargo-Moorhead Area will uphold the affordability of the twin homes through determination of occupancy by individuals or families whose incomes do not exceed 120% of Fargo's Area Median Income, subject to a 20-year affordability period.

At the February 24, 2020 City Commission meeting, Rebuilding Together was awarded approval of their RFP to redevelop these lots. Staff is seeking approval of the development agreement following Neighborhood Stabilization Program rules.

Recommended Motion: Approve agreements with Rebuilding Together for the redevelopment of 1015, 1019, 1023, 1027 13th Avenue South pending legal review.

**Developer Agreement
Between the City of Fargo &
Rebuilding Together Fargo-Moorhead Area, Inc.
1015, 1019, 1023 and 1027 13th Avenue South**

THIS AGREEMENT is entered into this ____ day of _____, 2020, by and between the City of Fargo (the "City") and Rebuilding Together Fargo-Moorhead Area, Inc. (the "Developer").

WHEREAS, the City wishes to enable the Developer to construct and convey a twin-home to two low to moderate income homebuyers through the donation of City-owned property purchased with Neighborhood Stabilization Program (NSP) funds, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Agreement

This Agreement is made for the purpose of enabling the Developer to construct and convey a twin-home to two (2) low to moderate-income homebuyers whose annual projected incomes are at or below 120% of the Area Median Income (AMI), through the donation of City-owned property purchased with Neighborhood Stabilization Program (NSP) funds. The household's income must be determined initially by verifying source documentation, using the Section 8 (Part 5) method of income determination.

2. Responsibility of the Developer/Statement of Work

The City will convey the following properties ("the Property") to Developer:

Address 1	1015 13th Avenue South
Parcel Number	01-8622-00040-000
Legal Description	Lot 4, Block 1, Habitat Addition

Address 2	1019 13th Avenue South
Parcel Number	01-8622-00030-000
Legal Description	Lot 3, Block 1, Habitat Addition

Address 3	1023 13th Avenue South
Parcel Number	01-8622-00020-000
Legal Description	Lot 2, Block 1, Habitat Addition

Address 4	1027 13th Avenue South
Parcel Number	01-8622-00010-000
Legal Description	Lot 1, Block 1, Habitat Addition

The Developer will construct a twin-home upon the Property for occupancy by two (2) households whose annual projected incomes do not exceed 120% of the Area Median Income of the Fargo-Moorhead Metropolitan Statistical Area (MSA). Said income limits must be requested prior to closing on the sales of the Property from the Developer to the homebuyers.

The City will transfer marketable title to the Property to the Developer free and clear of all liens and encumbrances except for easements, covenants and restrictions of record. The Developer will be responsible for any and all incidental costs related to the transfer of the Property to homeowners and/or landowners. **The Property must be maintained (i.e., snow, ice, grass, weeds, etc.) by the Developer until the Property is conveyed to eligible homeowners and/or landowners.**

3. *Responsibility of the City*

The City shall designate representatives of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the execution of this Agreement, transfer of the Property, and monitoring the use of the Property in connection with the activity.

4. *Term of the Agreement*

This Agreement will be in effect upon execution of this Agreement for the duration of the Affordability period. Developer must develop affordable housing on the property within two (2) years from the date of execution of this Agreement, unless Agreement is amended to extend timeline for unforeseen delays.

5. *Affordability Period (92.254)*

Term. The Affordability Period (period of compliance) for the housing unit constructed under this project is twenty (20) years and is enforced via a land use restriction agreement ("LURA") on the assisted property. The Developer shall execute a Land Use Restriction Agreement upon completion of the project and the City is authorized to record the LURA against the Property at the office of the Cass County Recorder, said LURA to be substantially in conformance with the form of LURA attached as Exhibit "E". Upon successful completion of the Affordability Period said LURA, by its terms, is to expire and upon such event the City will execute a release of the LURA upon request.. If an assisted property is sold within the period of affordability, the sale must be to another income eligible homebuyer in order to fulfill the term of the affordability period.

6. *Suspension or Termination of the Agreement*

The City may suspend or terminate this Agreement if the Developer materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following (2 CFR Part 200):

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and NSP guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Developer to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use or development of the land provided under this Agreement; or

This Agreement may also be terminated for convenience by either the City or the Developer, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated (2 CFR Part 200).

Penalties, as set forth in this Agreement and as allowed by law, will apply.

7. Termination of City's Obligations

The City's obligations under this Agreement will terminate if the Developer fails to comply with the terms and conditions of this Agreement.

8. Amendments

The City and Developer may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Developer from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

9. Assignability & Subcontracts

The Developer shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto. Notice of any such intended assignment or transfer shall be furnished promptly to the City.

10. Notices

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or email. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Communication and details concerning this contract shall be directed to the following contract representatives:

City

City of Fargo
Attn. Tia Braseth
225 4 ST N
Fargo, ND 58102
701.476.4144
tbraseth@fargond.gov

Developer

Rebuilding Together Fargo-Moorhead Area, Inc.
Contact/Title: Russ Richards, Executive Director
700 Main Avenue #10
Fargo, ND 58103
701.356.7836
help@rebuildingtogetherfma.org

11. General Conditions

a) General Compliance

The Developer agrees to comply with applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

b) Independent Contractor

Nothing contained in this Agreement nor the relationship of the Developer or Contractor to other parties shall make or be construed to make the Developer or Contractor, or any of the

Developer's or Contractor's agents or employees, the agents or employees of the City. The Developer or Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

c) Indemnification & Hold Harmless

The Developer agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting from the negligent acts or omissions of the Developer, or the Developer's contractors, successors, or assigns in connection with the work on the Property, and the Developer will, at the Developer's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

d) Worker's Compensation

The Developer shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

e) Insurance & Bonding

The Developer shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Developer shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision. The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.304, 200.310, and 200.325 Bonding and Insurance.

f) City Recognition

The Developer shall ensure recognition of the role of the City in providing services through this Agreement. At a minimum, the Developer must provide recognition of the City's role and of the federal program as the source of the Property in any marketing or promotional oral or written communication.

g) Assurances

The Developer agrees to use Neighborhood Stabilization Program resources, the Property, for the purposes authorized by the City. The Developer further agrees to comply with the certifications, attached as Exhibit A, and made a part of this Agreement.

h) Penalties

Should the Developer not perform all activities outlined within Item 2 of this Agreement within two years of execution of this Agreement, the City will have the option of requiring the Developer to surrender the Property and deed it back to the City or requiring the Developer to pay a penalty in an amount equal to the assessed land value at time of surrender.

i) Conflict of Interest

The Developer agrees to abide by the provisions of 2 CFR 200.112, which include (but are not limited to) the following:

- i. The Developer shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by NSP funds.
- ii. No employee, officer or agent of the Developer shall participate in the selection, or in the award, or administration of, a contract supported by NSP funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to NSP-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the NSP-assisted activity, or with respect to the proceeds from the NSP-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Developer, or any designated public agency.

12. Administrative Requirements

a) Financial Management/OMB

i. Accounting Standards & Cost Principles

The Developer agrees to comply with Part 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Cost principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

b) Documentation & Recordkeeping

i. Records to be Maintained

The Developer shall maintain all records including, but not limited to:

1. Records providing a full description of each activity undertaken;
2. Records required to determine the eligibility of activities;
3. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with NSP assistance;
4. Records documenting compliance with the fair housing and equal opportunity components of the NSP program;
5. Financial records as required by Part 2 CFR 200.

Record of reimbursable expenses pertaining to the construction and sale of the Property and records of accounts between the City and the Developer shall be kept on a generally recognized accounting basis. The City, the State, NSP, and the Comptroller General of the U.S. or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Developer, including receipts, invoices, and other financial records, employment records, and

client demographic and income data which are directly pertinent to the agreement for the purpose making an audit, examination, excerpts and transcriptions for a period of five years from completion of the project. All financial records pertaining to this Agreement upon completion shall remain the property of the City. **The Developer must submit income and other demographic data once a family is selected. See Exhibit B for Demographic Data Collection Form to be returned to City upon selection of homeowner(s). The Developer or landowner is required to execute and record the mortgage and must provide a copy of the recorded mortgage to the City.**

ii. Records Retention

The Developer shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the closeout of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. The Developer shall retain information in its files which shall clearly document all activities performed in conjunction with this Agreement including, but not limited to, financial transactions, conformance with assurances, and Developer activity reports.

iii. Client Data

The Developer shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be secured under lock and key and made available to City monitors or their designees for review upon request. **See Exhibit C for an Income Eligibility Data Collection Form sample.** Developer may use their own format and method to collect the same data.

iv. Disclosure

The Developer understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Developer's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

v. Close-outs

The Developer's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: **submittal of Exhibit D, NSP Unit Information Report**, providing documentation as requested, completion of Item 2 in this agreement, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Developer has control over the Property.

vi. Audits & Inspections/Monitoring & Evaluation

The City reserves the right to monitor and evaluate the progress and performance of the Developer to assure that the terms of this Agreement are being satisfactorily

met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Developer shall cooperate with the City relating to such monitoring and evaluation.

c) Reporting & Payment

i. Program Income and Security Requirements

For the purpose of this Agreement, program income includes funds from future sale of any property acquired with NSP funds. The Developer agrees to return all income generated from Neighborhood Stabilization Program funds to the City if the Property is sold or transferred during the term of this Agreement.

ii. Indirect Costs

Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Developer shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Developer.

iii. Payment Procedures

The Property will be conveyed to the Developer upon execution of this Agreement.

iv. Progress Reports

The Developer shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City.

d) Procurement

i. Compliance

The Developer shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

ii. OMB Standards

Unless specified otherwise within this agreement, the Developer shall procure all materials, property, or services in accordance with the requirement of 2 CFR Part 200. Procurement must be competitive and demonstrate cost reasonableness (lowest and best cost/bid and at least 3 bids or quotes). Prospective bidders shall bid from the same information/bid request. Documentation must be provided to the City prior to the selection of any materials or services, includes bid request and bid results.

e) Use & Reversion of Assets

The use and disposition of real property under this Agreement shall be in compliance with the following:

- i. Real property under the Developer's control that was acquired or improved, in whole or in part, with NSP shall develop affordable housing as described within this Agreement. If the Developer fails to use/develop NSP-assisted real property in a manner that meets the requirements of this Agreement for the prescribed period of time, the Developer shall pay the City an amount equal to the current fair market value of the Property less any portion of the value attributable to expenditures of non-NSP funds for acquisition of, or improvement to, the property.

13. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

14. Entire Agreement

This Agreement, including attachments, constitutes the entire and complete Agreement between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

15. Counterparts

This Agreement may be executed in counterparts with both parties having a fully-executed counterpart.

16. Agreement Binding on Successors

This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

17. North Dakota Law Applies.

This Agreement will be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement must be brought in an appropriate venue in the State of North Dakota.

18. Memorandum of Agreement.

Simultaneous with the execution of this Agreement, the Parties will execute a Memorandum of Agreement in recordable format, substantially in the form attached as Exhibit F, hereto, and any of the Parties are authorized to record said instrument against the Property at the Office of the Cass County Recorder.

**REBUILDING TOGETHER FARGO-MOORHEAD
AREA, INC.**

CITY OF FARGO

(Signature)

(Signature)

Name

Name

Title (Chief Elected Official/Official with
Authority to Sign)

Title

Date

Date

Federal ID # _____

DUNS # _____

EXHIBIT A
Certifications:

- A. This contract will be conducted and administered in compliance with:
1. Title VI of the Civil Rights Acts of 1964 (Pub. L. 88-352) and implementing regulations issued at 24 CFR Part 1;
 2. Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284), as amended; and the City will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
 3. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto;
 4. Section 3 of the Housing and Urban Development Act of 1968, as amended; the Developer further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low and very low income persons residing in the metropolitan area in which the project is located."

The Developer certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

The Developer agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

5. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 13279, 13665, 13672 and including E.O. 12107, and implementing regulations issued at 41 CFR Chapter 60; and Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement, the Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that it is an Equal Opportunity or Affirmative Action employer.
6. Nondiscrimination and Equal Opportunity in Housing, Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
8. The American with Disabilities Act of 1990

9. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
10. Lobbying

The Developer hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions; and
 - i. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developer shall certify and disclose accordingly;
 - ii. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
11. Hatch Act, the Developer agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
12. Religious & Political Activities, the Developer agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited.
13. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 24 CFR Part 42;
14. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
15. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub.L. 93-234);
16. The Uniform Administrative requirements, set forth in 2 CFR Part 200, and the requirements of OMB Circular Nos. A-87, A-128, A-122, A-21 and A-110 implemented as they relate to the acceptance and use of Federal funds under this

federally assisted program, including but not limited to the regulations pertaining to inventions, reporting and patent rights, and copyrights;

17. The Clean Air Act (42 U.S.C. 7401 et. seq.);
18. HUD environmental standards (24 C.F.R Part 51, Environmental Criteria and Standards (44FR 40860-40866, July 12, 1979);
19. The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et. seq., and 21 U.S.C. 349), as amended;
20. The Endangered Species Act of 1973 (16 U.S.C. 1531 et. seq.) as amended;
21. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et. seq.), as amended;
22. The Reservoir Salvage Act of 1960 (16 U.S.C. 469 et. seq.), as amended by the Archeological and Historical Preservation Action of 1974;
23. Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), as amended;
24. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. seq.);
25. The lead based paint requirements of 24 C.R.F. Part 35 issued pursuant to the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et. seq.);
26. The National Historic Preservation Act of 1966 (16 U.S.C. 470 et. seq.) as amended;
27. Executive Order 11593, Protection and Enhancement of the cultural Environment, May 13, 1971 (36 F.R. 8921 et. seq.);
28. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the Department of Labor regulations (29 C.F.R., Part 3);
29. The Davis Bacon Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the Department of Labor regulations (29 CFR, Part 5), and the attached Federal Labor Standards Provisions.

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriate funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The Developer shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Developers shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT B
Demographic Collection Form

NSP Race and Ethnicity Report - Single Family

For single-family house-holds, this report must be completed within 30 days of sale or rent.

Grantee/Subrecipient:

Individual completing this report:

Phone #:

Address of project:

Race and Ethnicity Information

Race

Hispanic or Latino Ethnicity

White

Black/African American

Asian

American Indian/Alaskan Native

Native Hawaiian/Other Pacific Islander

American Indian/Alaskan Native & White

Asian & White

Black/African American & White

American Indian/Alaskan Native & Black/African American

Other Multi Racial

Unknown

Total

Female Headed Households

EXHIBIT C - Income Eligibility Data Collection Form Sample

City of Fargo

INCOME DETERMINATION WORKSHEET (SECTION 8):

for use with NSP funded programs

Include the following sources of income for all household members over the age of 18 (all amounts are annual)

	Household Member #1	Household Member #2	Household Member #3	Household Member #4
1 Earnings from employment *				
<i>Wage or Salary (include all jobs)</i>				
<i>Self-Employment (non-farm)</i>				
<i>Self-Employment (farm)</i>				
2 Unemployment Compensation				
3 Workers Compensation				
4 Social Security				
5 Supplemental Security Income				
6 Public Assistance **				
7 Veterans' payments				
8 Survivor benefits				
9 Disability benefits				
10 Pension or retirement income ***				
11 Interest and Dividends				
12 Rents, royalties, estates, trusts				
13 Alimony				
14 Child support				
15 Other financial assistance ****				
16 Other income *****				
TOTAL				

SUMMARY OF HOUSEHOLD INCOME

Household member #1 \$ _____

Household member #2 \$ _____

Household member #3 \$ _____

Household member #4 \$ _____

TOTAL \$ _____

I certify that to the best of my knowledge, all of the above information is correct.

Signature _____

Date _____

DEFINITIONS

* Earnings from employment	See below for definition
** Public assistance	Cash public assistance payments (ex. AFDC, ADC, TANF)
*** Pension or Retirement	Payments from retirement plans, annuities or paid-up insurance policies, IRA, Keogh or 401(k)
**** Other financial assistance	Regular assistance from outside household, excluding gifts or sporadic assistance
***** Other income	All other regularly received payments (foster child payments, military family allotment, etc.)

DEFINITION - Earnings from Employment

A. Wage or Salary Income	Total income received from work performed as an employee, before any deductions are made for items such as taxes, bonds, pensions, union dues Wages Salary Armed forces pay Commissions Tips Piece-rate payments Cash bonuses earned
B. Net Income from Self Employment (non-farm)	Net money income from one's own business, professional enterprise or partnership. <i>Net Money Income</i> = Gross receipts minus expenses <i>Gross Receipts</i> = Value of all goods sold and services rendered <i>Expenses</i> = Items such as costs of goods purchased, rent, heat power, depreciation charges, wages & salaries paid, and business taxes (not personal taxes)
C. Net income from Self-Employment (farm)	Net money income from the operation of a farm by a person on their own account, as an owner, renter or sharecropper. <i>Net Money Income</i> = Gross receipts minus operating expenses <i>Gross Receipts</i> = Value of all products sold, payments from government farm programs, money received from the rental of farm equipment to others, rent received from farm property if payment is made based on a percent of crops produced, and incidental receipts from the sale of items such as wood, sand, and gravel. <i>Operating Expenses</i> = Items such as cost of feed, fertilizer, seed, and other farming supplies, cash wages paid to farmhands, depreciation charges, cash rent, interest on farm mortgages, farm building repairs, and farm taxes (not personal taxes)

SECTION 8 EXCLUSIONS

(do not include the following sources of income in household income calculations)

- * Income from children under age 18
- * Payments for foster care of children
- * Lump sum additions (inheritance, capital gains, insurance payments)
- * Amt received by family for cost of medical expenses of a family member
- * Income of a live-in aide
- * Student financial assistance
- * Special pay for family member in armed services, exposed to hostile fire
- * Amounts received from HUD training programs, SSI benefits disregarded because of PASS, reimbursement for participation in public programs (cloths, child care, transportation, etc)
- * Temporary, non-recurring, sporadic income (including gifts)
- * Reparation payments from foreign governments

- * Earnings in excess of \$480 for each full time student over the age of 18 in the household
- * Adoption assistance payments in excess of \$480 per child
- * If in public housing, earning from participation in FSA emp training
- * Deferred SSI/Social Security benefits received in lump sum
- * Tax refunds/rebates
- * Amounts paid by state agency to support person with developmental disability

NSP Unit Information Report - Single Family

For single-family households, this report must be completed for each address within 30 days of sale or rent.

Grantee/Subrecipient:

Individual completing this report:

Phone #:

Address of project:

Unit Information

Date Unit Occupied/Sale Closed:

Rental or Own:

of Properties:

Efficient A/C added or replaced:

Exceeds Energy Star?

Bus or Rail Access:

Site Re-Used?

High Efficiency Heating Plant(s)/Furnace?

of Hot Water Heaters Replaced/Included:

of Clothes Washers Replaced/Included:

of Outdoor Light Fixtures Replaced/Included:

Does the unit have solar panels?

of Low Flow Toilets:

of Dishwashers Replaced/Included:

of Energy Star Replacement Windows:

of Refrigerators Replaced/Included:

of Indoor Light Fixtures Replaced/Included:

of Low Flow Shower Heads:

Additional Attic/Roof Insulation?

of Thermostats Replaced/Included:

Income Level - Area Median Income (0-50% or 51-120%)?

EXHIBIT "E" – LAND USE RESTRICTIVE AGREEMENT

[text of form of LURA inserted here]

EXHIBIT "F" – MEMORANDUM OF AGREEMENT

[Text of Memorandum of Agreement inserted here.]

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF FARGO, a North Dakota municipal corporation (hereinafter "Seller" or "City"), the identified owner of the property located at 1015, 1019, 1023 and 1027 13th Avenue South, in Fargo, North Dakota and Rebuilding Together Fargo-Moorhead Area, Inc., a non-profit organization (hereinafter "Buyer").

WITNESSETH:

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

Address 1	1015 13th Avenue South
Parcel Number	01-8622-00040-000
Legal Description	Lot 4, Block 1, Habitat Addition

Address 2	1019 13th Avenue South
Parcel Number	01-8622-00030-000
Legal Description	Lot 3, Block 1, Habitat Addition

Address 3	1023 13th Avenue South
Parcel Number	01-8622-00020-000
Legal Description	Lot 2, Block 1, Habitat Addition

Address 4	1027 13th Avenue South
Parcel Number	01-8622-00010-000
Legal Description	Lot 1, Block 1, Habitat Addition

WHEREAS, the City of Fargo acquired properties under the Neighborhood Stabilization Program and wants to convey said properties to an affordable housing developer; and,

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

1. Seller owns the above described property, all buildings located thereon and all items affixed to the property.
2. The Purchase Price is One dollar (\$1).
3. The Property is being sold pursuant to a Request for Proposals. City reserves the right of first refusal to repurchase the property should any of the below conditions not be met:
 - The Buyer builds a twin-home for owner-occupancy by two households earning less than 120% of the Area Median Income of the Fargo-Moorhead Metropolitan Statistical Area.
 - The Buyer builds a unit(s) that is consistent with the surrounding neighborhood and fully responds to the Request for Proposals.

- The Buyer completes or substantially completes the construction within two (2) years of the execution of this Agreement.
4. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the Purchase Price, less any escrow amounts, in cash on the day of closing.
5. Taxes and Utilities. Taxes and installments of special assessments the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.
6. Abstract of Title. Seller shall furnish Buyer an updated abstract of title to the subject property and shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title with Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).
7. Deed. Seller shall prepare and sign a Quit Claim Deed. Buyer will take title as follows: Rebuilding Together Fargo-Moorhead Area, Inc., a non-profit organization. The deed shall be subject to a Land Use Restrictive Agreement (LURA) restricting the property to single-family use and an affordability period.
8. Closing Date and Transfer of Possession. Closing of this transaction shall take place on _____ 2020, at _____. Possession of the property shall be on or near the date of closing.
9. Closing Costs. It is understood and agreed that as part of this purchase, Seller shall be responsible for the cost of updating the abstract of title, the cost of preparation of the deed, the cost of preparation of and recording fees for any documents necessary to remove any liens or encumbrances or to clear title and all other closing costs or fees, if any. Buyer shall pay the cost of recording the deed and mortgage, if any, the cost of a title opinion and/or title insurance, the cost of an appraisal, if any.
10. Personal Property. The Property is a vacant lot(s), which is to be sold to Seller "AS IS".
11. Warranties. The Seller provides no express warranties on the Property. Buyer understands and agrees that the Property is a vacant lot(s), which is to be sold to Seller "AS IS".

(Signatures on following page.)

BUYER:

REBUILDING TOGETHER FARGO-MOORHEAD AREA, INC.,
a non-profit organization

By: _____

Print: _____

Its: _____

SELLER:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____

Timothy J. Mahoney
Its: Mayor

ATTEST:

Steven Sprague, City Auditor

REPORT OF ACTIONUTILITY COMMITTEE

(18)

Project No. WA1862

Type: WTP Near-term Ozone
Improvements Change Order #1Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 3/26/20

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/20/20</u>
Project File	<u> </u>

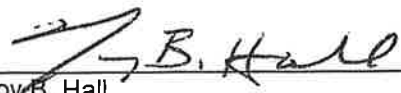
Troy Hall, Water Utility Director, presented the attached memo, letter from Apex Engineering Group, and change order form for Project WA1862, Water Treatment Plant (WTP) Near-term Ozone Improvements. This change order is with PKG Contracting, Inc. in the amount of \$34,606.27 and includes three (3) cost increase items. This project was an outcome of the WTP Facility Plan Phase 2, completed in 2016. It is in the budget and funded through an approved State Revolving Fund (SRF) loan. With Change Order #1 items, the project is functionally complete. Project WA1862 was very important for improving safety to WTP maintenance staff and to address severe corrosion issues with 23 year old ozone piping. With change order approval, the total construction cost of WA1862 would be \$691,675.27.

MOTION:

On a motion by Jim Hausauer, seconded by Kent Costin, the Utility Committee voted to approve Change Order #1 with PKG Contracting, Inc. with a cost increase of \$34,606.27 for Project WA1862.

<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 Treatment Plant

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

March 18, 2019

To: Utility Committee

From: Troy B. Hall, Water Utility Director

Re: Project WA1862 Change Order #1 – PKG Contracting
Near-term Ozone Improvements

Introduction

Attached, please find a change order proposal from PKG Contracting, Inc. (PKG) for construction services related to ozone system improvements in the Lime Softening Water Treatment Plant (LSWTP). This project addresses safety concerns with ozone system maintenance and corrosion issues within the ozone contact chambers. If approved, the total contract price would be \$691,675.27. There are three (3) changes in this change order, totaling \$34,606.27 or 5.3% increase in contract cost. There are not expected to be any further change orders with this project. Project WA1862 is under a State Revolving Fund (SRF) loan. The project was schedule for winter construction due to potential treatment capacity constraints.



Picture on top of ozone chambers with safety features installed that will provide fall protection and allow for safe work in a single contact chamber with the other one in operation

Background

Ozone improvements were part of the LSWTP Facility Plan – Phase 2 and are in the Water Utility Capital Improvement Plan (CIP). Ozone system improvements are in the 2019 and 2020 budget. Due to capacity concerns during construction, improvements were planned immediately following Membrane Water Treatment Plant (MWTP) startup. However construction needed to be performed outside of peak water demand months and was completed this winter.

There will likely be 3 to 4 phases to the overall ozone system improvements for the LSWTP. This project is phase 1, addressing immediate issues with the ozone system concerning worker safety and severe piping corrosion. The following are three changes under this change order request:

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Additional Diffuser Supports	\$32,746.51	Structural Support
2	Sample Tube Material Change to Stainless Steel	\$ 1,240.36	Improved Reliability
3	Junction Box Addition	\$ 619.40	Cover Wall Void
Total		\$34,606.27	

Water Utility staff requested the construction timeline be delayed due to concerns about potential Taste & Odor issues associated with pond discharges from Minn-Dak Farmers Cooperative in Wahpeton, ND. The ozone needed to be turned off completely during a portion of the ozone contactor construction to protect construction workers safety, risking a Taste & Odor event to Fargo customers. Construction was completed with no customer complaints related to this construction. The Water Treatment Plants (WTPs) were strategically set up to minimize the chance of customer complaints during the period in which ozone was not running.

Financial Considerations

The ozone system improvements were part of the 2019 and 2020 budget and intended to follow immediately after Membrane Water Treatment Plant (MWTP) startup. The funding for ozone improvements were approved as part of an EPA State Revolving Fund (SRF) loan that includes several water system improvements. For the ozone improvements, engineering and construction costs will be paid out of Fund 501/Division 3055 until they can be reimbursed by the North Dakota Department of Environmental Quality (NDDEQ). NDDEQ administers the SRF loan program for North Dakota.

SUGGESTED MOTION:

Approve Change Order #1 with PKG Contracting, Inc. in the amount of \$34,606.27 for Project WA1862, Near-term ozone system improvements in the Lime Softening Water Treatment Plant.

Your consideration in this matter is greatly appreciated.



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND 58104

March 13, 2020

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
Partial Payment Estimate No. 03 & Change Order No. 01

Troy:

Enclosed, please find Partial Payment Estimate No. 03 and Change Order No. 01 for your consideration and further processing. The Change Order consists of the following items, which are not included in the Payment Estimate:

- Additional Diffuser Supports: The plans included a Materials List for the purposes of project bidding. This Materials List did not include all the diffuser supports necessary to complete the project. This Change Order provides for those additional materials at a cost of \$32,746.51. Installation of those materials was previously included in the bid price.
- Stainless Steel Sample Tubes: The project included the relocation of ozone monitors within the water treatment plant. The plans called for plastic tubing for the sample lines. The Owner requested a change to stainless steel sample tubes. This Change Order provides for those additional materials at a cost of \$1,240.36.
- Junction Box: When the ozone monitor was removed from the basement, it created a gap in the wall panels and some electrical wires that needed to be collected. The Owner requested a new electrical junction box to fill the space and house the wiring. This Change Order provides for that junction box at a cost of \$619.40.

The amounts appear to be reasonable and appropriate. 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

Change Order**No. 1**Date of Issuance: March 5, 2020Effective Date: March 5, 2020

Project: <i>Near-term Ozone Improvements</i>	Owner: <i>City of Fargo</i>	Owner's Contract No.: <i>N/A</i>
Contract: <i>Near-term Improvements</i>	Date of Contract: <i>May 29, 2019</i>	
Contractor: <i>PKG Contracting, Inc.</i>	Engineer's Project No.: <i>19.351.0081</i>	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Pipe grid supports not included in original material schedule and ozone monitor sampling line change.

Attachments (list documents supporting change):

*Supporting documentation and information.***CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ \$657,069.00[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:\$ \$0.00

Contract Price prior to this Change Order:

\$ \$657,069.00

Increase of this Change Order:

\$ \$34,606.27

Contract Price incorporating this Change

\$ \$691,675.27**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☒ Working ☐ Calendar daysSubstantial completion (date): January 17, 2020Ready for final payment (date): February 21, 2020[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:Substantial completion (days): 0Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): January 17, 2020Ready for final payment (date): February 21, 2020

Increase of this Change Order:

Substantial completion (days): 0Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): January 17, 2020Ready for final payment (date): February 21, 2020**RECOMMENDED:**By: [Signature]
Engineer (Authorized Signature)Date: 3/12/20**ACCEPTED:**By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: [Signature]
Contractor (Authorized Signature)Date: 3-12-20

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Improvement District No. BN-18-F2

Type: Change Order #4 & Time Extension

Location: Madelyn's Meadow

Date of Hearing: 4/13/2020

Routing

City Commission

Date
4/20/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #4 in the amount of \$84,465.10, for additional LOMR work, and the time extension to create the Interim 1 Date and adjust Substantial and Final Completion Dates.

Staff is recommending approval of Change Order #4 and the time extension to create the Interim 1 Date and adjust the Substantial and Final Completion Dates as shown below:

Original Contract	Revised This Memo
	6/1/2020 Phase 1 Interim Completion
8/13/2019 Substantial Completion	6/15/2020 Substantial Completion
9/12/2019 Final Completion	6/15/2020 Final Completion

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #4 & time extension as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of \$84,465.10, bringing the total contract amount to \$2,029,316.32, and the time extension to add the Interim 1 Date and adjust the Substantial and Final Completion Dates.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: CRWUD & 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

☒☒☒☐☒☒☐☒☒☐☐☐☐☐☐☐☒☒☐☒☒☐☒☒☐

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

**ITEM A1****Engineering Department**225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.gov

www.FargoND.gov

Memorandum**To:** PWPEC**From:** Jason Leonard, Project Engineer**Date:** April 8, 2020**Re:** Improvement District No. BN-18-F2 – Change Order #4 and Time Extension**Background:**

Improvement District No. BN-18-F2 is for the new construction of underground utilities, asphalt pavement, street lights and incidentals on 72nd Avenue South, 73rd Avenue South, 26th Street South, 30th Street South and Madelyn Way South. Northern Improvement Company is the Contractor for this project.

All work associated with the original bid package for Improvement District BN-18-F2 has been completed and accepted. In addition, all of the residential lots have been released for home construction to proceed. The Developer of the future phase of Madelyn's Meadows 1st Addition requested to have the LOMR work included in this contract including lots in Blocks 2 through 5 of Madelyn's Meadows 1st Addition. The Contractor has agreed to add additional LOMR work for lots to the west of the currently LOMR'd lots for original bid prices.

All work associated with the additional LOMR work will be completed in Blocks 3, 4 & 5 by June 1, 2020 with a phase 1 interim completion date penalty of \$500/Day thereafter and in Block 2 by June 15, 2020. 307 days has been added to the Substantial Completion Date. The Final Completion Date has been adjusted to mirror the Substantial Completion Date as all other work on the project has been completed.

Recommended Motion:

Approve Change Order #4 in the amount of \$84,465.10 and the time extension to create the interim 1 date and adjust Substantial and Final Completion Dates as shown below.

Original Contract	Revised This Memo
	6/1/2020 Phase 1 Interim Completion
8/13/2019 Substantial Completion	6/15/2020 Substantial Completion
9/12/2019 Final Completion	6/15/2020 Final Completion



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

Improvement District No	BN-18-F2	Change Order No	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Site Grading, Str		
Date Entered	12/9/2019	For	Northern Improvement Co

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 # 4 - Additional LOMR

As requested by the Developer, the Contractor has agreed to add additional LOMR work for lots to the west of the currently LOMR'd lots for original bid prices.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	109	Topsoil - Strip	LS	0.00	0.00	0.00	14,768.00	14,768.00	1.50	22,152.00
	110	Topsoil - Spread	LS	0.00	0.00	0.00	6,108.00	6,108.00	3.55	21,683.40
	112	Excavation	CY	0.00	0.00	0.00	10,286.00	10,286.00	3.95	40,629.70
Miscellaneous Sub Total (\$)										84,465.10

Summary

Source Of Funding

Special Assessments

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

84,465.10
116,352.84
1,828,498.38
2,029,316.32

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
08/13/2019	09/12/2019	307.00	277.00	06/15/2020	06/15/2020



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

All work associated with the additional LOMR work will be completed in Blocks 3, 4 & 5 by June 1, 2020 with a interim completion date penalty of \$500/Day thereafter and in Block 2 by June 15, 2020. 307 days has been added to the substantial completion date. The final completion date has been adjusted to mirror the substantial completion date as all other work on the project has been completed.

APPROVED

Neighborhood Improvement Company
For Contractor

Scott Peterson
Title

VICE PRESIDENT

APPROVED DATE

Department Head

[Signature] 4/15/2020
Mayor

Attest

April 15, 2020

2/14

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-20-C1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, April 15, 2020, for PCC Paving, Site Grading, Structures, Storm Sewer, Water Main Replacement, Street Lighting, Sidewalk & Incidentals, Improvement District No. BN-20-C1, located at 64th Avenue South from 25th Street South to 33rd Street South.

The bids were as follows:

Dakota Underground Co.	\$5,151,545.62
Northern Improvement Co.	\$5,874,925.05
KPH, Inc.	\$6,346,010.45

Engineer's Estimate	\$5,872,325.40
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The special assessment escrow is not required.

One protest was received amounting to less than 1% of the Improvement District. We recommend that the protest be declared insufficient and the contract be awarded to Dakota Underground Co. in the amount of \$5,151,545.62 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-C1****PCC Paving, Site Grading, Structures, Storm Sewer, Water Main Replacement, Street Lighting, Sidewalk**

64th Avenue South from 25th Street S to 33rd Street South

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the 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:

PCC Paving, Site Grading, Structures, Storm Sewer, Water Main Replacement, Street Lighting, Sidewalk Improvement District # BN-20-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 Modify Manhole	EA	11.00	2,500.00	27,500.00
2 Eliminate Sewer Service	EA	1.00	12,000.00	12,000.00
Sanitary Sewer Total				39,500.00
Water Main				
3 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.01	1.00
4 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	2,500.00	0.01	25.00
5 F&I Fittings C153 Ductile Iron	LB	7,651.00	7.00	53,557.00
6 F&I Hydrant	EA	5.00	4,600.00	23,000.00
7 Relocate Hydrant	EA	1.00	1,500.00	1,500.00
8 F&I Insulation 2" Thick	SY	171.00	20.00	3,420.00
9 Plug Pipe 16" Dia	EA	41.00	100.00	4,100.00
10 Connect Pipe to Exist Pipe	EA	6.00	2,000.00	12,000.00
11 Bore Pipe C900 DR 18 - 8" Dia PVC	LF	77.00	60.00	4,620.00
12 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	39.00	27.00	1,053.00
13 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	93.00	40.00	3,720.00
14 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	97.00	50.00	4,850.00
15 F&I Pipe C900 DR 18 - 16" Dia PVC	LF	2,666.00	57.00	151,962.00
16 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	60.00	60.00	3,960.00
17 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	168.00	74.00	12,432.00
18 Remove Pipe All Sizes All Types	LF	532.00	20.00	10,640.00
19 F&I Restr Joint Pipe C900 DR 18 - 16" Dia PVC	LF	568.00	93.00	52,824.00
20 F&I Gate Valve 6" Dia	EA	5.00	1,150.00	5,750.00
21 F&I Gate Valve 8" Dia	EA	1.00	1,600.00	1,600.00
22 F&I Gate Valve 12" Dia	EA	4.00	3,000.00	12,000.00
23 F&I Gate Valve 16" Dia	EA	6.00	10,000.00	60,000.00
24 F&I CS & Box 1" Dia	EA	15.00	700.00	10,500.00
25 Connect Water Service	EA	15.00	775.00	11,625.00
26 Bore Pipe 1" Dia Water Service	LF	679.00	35.00	23,765.00
27 F&I Pipe 1" Dia Water Service	LF	322.00	24.00	7,728.00
28 Furnish Temp Water Svc	LS	1.00	2,500.00	2,500.00
29 Abandon Well	EA	2.00	1,000.00	2,000.00
Water Main Total				481,132.00
Storm Sewer				
30 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	1,000.00	0.01	10.00
31 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	0.01	1.00
32 Temp Pumping	LS	1.00	35,000.00	35,000.00
33 F&I Manhole 4' Dia Reinf Conc	EA	6.00	3,100.00	18,600.00
34 F&I Manhole 5' Dia Reinf Conc	EA	7.00	4,775.00	33,425.00
35 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,400.00	5,400.00
36 F&I Manhole 8' Dia Reinf Conc	EA	1.00	12,000.00	12,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-C1****PCC Paving, Site Grading, Structures, Storm Sewer, Water Main
Replacement, Street Lighting, Sidewalk**

37 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	9.00	3,200.00	28,800.00
38 F&I Inlet - Manhole (MHI) 5' Dia Reinf Conc	EA	11.00	4,100.00	45,100.00
39 F&I Inlet - Manhole (MHI) 6' Dia Reinf Conc	EA	1.00	4,400.00	4,400.00
40 F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	2,500.00	15,000.00
41 F&I Inlet - Double Box (DBI) Reinf Conc	EA	14.00	4,200.00	58,800.00
42 F&I Inlet - Round (RDI) Reinf Conc	EA	21.00	1,280.00	26,880.00
43 F&I Gatewell	EA	1.00	215,000.00	215,000.00
44 Remove Inlet	EA	2.00	500.00	1,000.00
45 Plug Pipe 14" thru 24" Dia	EA	1.00	100.00	100.00
46 Plug Pipe 27" thru 36" Dia	EA	1.00	100.00	100.00
47 Connect Pipe to Exist Pipe	EA	6.00	1,000.00	6,000.00
48 F&I Pipe 15" Dia Reinf Conc	LF	651.00	44.00	28,644.00
49 F&I Pipe 18" Dia Reinf Conc	LF	303.00	47.00	14,241.00
50 F&I Pipe 21" Dia Reinf Conc	LF	180.00	51.00	9,180.00
51 F&I Pipe 24" Dia Reinf Conc	LF	234.00	55.00	12,870.00
52 F&I Pipe 27" Dia Reinf Conc	LF	162.00	72.00	11,664.00
53 F&I Pipe 30" Dia Reinf Conc	LF	840.00	78.00	65,520.00
54 F&I Pipe 36" Dia Reinf Conc	LF	747.00	97.00	72,459.00
55 F&I Pipe 42" Dia Reinf Conc	LF	175.00	135.00	23,625.00
56 F&I Pipe 54" Dia Reinf Conc	LF	25.00	215.00	5,375.00
57 F&I Pipe 15" Dia PVC	LF	1,439.00	31.00	44,609.00
58 Remove Pipe All Sizes All Types	LF	1,092.00	20.00	21,840.00
59 F&I Pipe w/GB 15" Dia Reinf Conc	LF	403.00	53.00	21,359.00
60 F&I Pipe w/GB 18" Dia Reinf Conc	LF	82.00	65.00	5,330.00
61 F&I Pipe w/GB 24" Dia Reinf Conc	LF	91.00	108.00	9,828.00
62 F&I Pipe w/GB 27" Dia Reinf Conc	LF	36.00	104.00	3,744.00
63 F&I Pipe w/GB 30" Dia Reinf Conc	LF	37.00	110.00	4,070.00
64 Remove Rip Rap Rock	LS	1.00	4,000.00	4,000.00
65 F&I Rip Rap Rock	CY	400.00	80.00	32,000.00
66 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	2,200.00	2,200.00
67 F&I Box Culvert 8'x8' Wide Reinf Conc	LF	388.00	1,110.00	430,680.00
68 F&I Box Culvert End Section 8'x16' Wide Reinf Conc	EA	2.00	40,000.00	80,000.00
69 F&I Slope Protection 5" Thick Reinf Conc	SY	135.00	80.00	10,800.00
Storm Sewer Total				1,419,654.00

Paving

70 Temp Fence - Safety	LF	700.00	4.00	2,800.00
71 Relocate Mailbox	EA	15.00	200.00	3,000.00
72 Temp Mailbox	LS	1.00	1,500.00	1,500.00
73 F&I Controlled Density Fill	LS	1.00	25,000.00	25,000.00
74 Clear & Grub	LS	1.00	15,000.00	15,000.00
75 Remove Pavement All Thicknesses All Types	SY	2,765.00	10.00	27,650.00
76 Topsoil - Strip & Spread	LS	1.00	100,000.00	100,000.00
77 Fill - Import	CY	21,000.00	7.00	147,000.00
78 Excavation	CY	16,500.00	5.00	82,500.00
79 Subgrade Preparation	SY	17,843.00	1.50	26,764.50
80 F&I Woven Geotextile	SY	17,843.00	1.60	28,548.80
81 F&I Class 5 Agg - 12" Thick	SY	17,843.00	12.00	214,116.00
82 F&I Edge Drain 4" Dia PVC	LF	7,675.00	6.50	49,887.50
83 F&I Curb & Gutter Mountable (Type I)	LF	42.00	20.00	840.00
84 F&I Curb & Gutter Standard (Type II)	LF	7,877.00	20.00	157,540.00
85 Remove Curb & Gutter	LF	701.00	7.00	4,907.00
86 F&I Pavement 8" Thick Reinf Conc	SY	120.00	60.00	7,200.00
87 F&I Pavement 10" Thick Doweled Conc	SY	15,200.00	63.00	957,600.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BN-20-C1****PCC Paving, Site Grading, Structures, Storm Sewer, Water Main
Replacement, Street Lighting, Sidewalk**

88 F&I Sidewalk 4" Thick Reinf Conc	SY	227.00	37.00	8,399.00
89 F&I Sidewalk 5" Thick Reinf Conc	SY	8,155.00	39.00	318,045.00
90 F&I Sidewalk 6" Thick Reinf Conc	SY	513.00	45.00	23,085.00
91 F&I Impressioned 5" Thick Reinf Conc	SY	502.00	75.00	37,650.00
92 F&I Driveway 6" Thick Reinf Conc	SY	1,400.00	45.00	63,000.00
93 F&I Det Warn Panels Cast Iron	SF	416.00	42.00	17,472.00
94 F&I Class 13 Agg - 6" Thick	SY	500.00	10.00	5,000.00
95 Mulching Type 1 - Hydro	SY	52,054.00	0.31	16,136.74
96 Seeding Type C	SY	52,054.00	0.32	16,657.28
97 F&I Erosion Control Blanket Type 3	SY	6,410.00	1.75	11,217.50
98 Silt Fence - Standard	LF	500.00	2.00	1,000.00
99 Sediment Control Log 10" to 15" Dia	LF	2,493.00	2.30	5,733.90
100 Inlet Protection - New Inlet	EA	40.00	200.00	8,000.00
101 Inlet Protection - Existing Inlet	EA	10.00	150.00	1,500.00
102 Traffic Control - Type 2	LS	1.00	35,000.00	35,000.00
103 Temp Construction Entrance	EA	2.00	1,000.00	2,000.00
104 F&I Box Culvert 12'x9' Wide Reinf Conc	LF	124.00	1,770.00	219,480.00
105 F&I Box Culvert End Section 12'x9' Wide Reinf Conc	EA	2.00	48,000.00	96,000.00
106 F&I Fence	LF	153.00	58.00	8,874.00
107 Remove Fence	LF	490.00	4.00	1,960.00
108 F&I Median Nose - Conc	SY	9.00	150.00	1,350.00
109 Construction Signing	SF	100.00	19.00	1,900.00
110 Casting to Grade - w/Conc	EA	37.00	400.00	14,800.00
111 Casting to Grade - Blvd	EA	60.00	300.00	18,000.00
112 GV Box to Grade - w/Conc	EA	3.00	300.00	900.00
113 GV Box to Grade - Blvd	EA	13.00	200.00	2,600.00
114 Subcut	CY	5,000.00	5.00	25,000.00
115 Topsoil - Import	CY	2,500.00	20.00	50,000.00
116 F&I Casting - Floating Manhole	EA	5.00	1,500.00	7,500.00
Paving Total				2,870,114.22

Pavement Marking

117 F&I Contrast Tape Messages	SF	352.00	81.00	28,512.00
118 F&I Grooved Contrast Film 11" Wide	LF	200.00	17.30	3,460.00
119 F&I Grooved Plastic Film 24" Wide	LF	90.00	37.00	3,330.00
120 F&I Grooved Contrast Film 7" Wide	LF	7,284.00	11.85	86,315.40
Pavement Marking Total				121,617.40

Street Lighting

121 Relocate Street Light	EA	2.00	420.00	840.00
122 Remove Street Light	EA	1.00	350.00	350.00
123 F&I Base 6' Deep Reinf Conc	EA	23.00	570.00	13,110.00
124 Remove Base	EA	3.00	370.00	1,110.00
125 F&I Pull Box	EA	8.00	900.00	7,200.00
126 F&I Innerduct 1.5" Dia	LF	6,194.00	5.50	34,067.00
127 F&I Innerduct 2" Dia	LF	3,805.00	7.00	26,635.00
128 F&I Conductor #6 USE Cu	LF	23,913.00	1.40	33,478.20
129 F&I Conductor #10 USE Cu	LF	60.00	1.05	63.00
130 F&I Feed Point	EA	1.00	9,350.00	9,350.00
131 F&I Luminaire Type A	EA	22.00	335.00	7,370.00
132 F&I Luminaire Type B	EA	30.00	630.00	18,900.00
133 F&I Light Standard Type A	EA	21.00	2,700.00	56,700.00
Street Lighting Total				209,173.20

Signing

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-20-C1

PCC Paving, Site Grading, Structures, Storm Sewer, Water Main
Replacement, Street Lighting, Sidewalk

134 Relocate Sign Assembly	EA	2.00	200.00	400.00
135 F&I Sign Assembly	EA	29.00	46.00	1,334.00
136 F&I Sign Assembly & Anchor	EA	18.00	125.00	2,250.00
137 F&I High Intensity Prismatic	SF	81.20	33.00	2,679.60
138 F&I Diamond Grade Cubed	SF	104.00	31.50	3,301.20
139 F&I Flexible Delineator	EA	3.00	130.00	390.00

Signing Total 10,354.80

Total Construction in \$ 5,151,545.62

Engineering	11.40 %	587,276.20
Legal & Misc	3.00 %	154,546.37
Contingencies	10.00 %	515,154.56
Administration	4.00 %	206,061.82
Interest	4.00 %	206,061.82

Total Estimated Costs 6,820,646.40

Special Assessments 4,769,161.74

Cass County Joint WRD Funds 166,044.00

Sales Tax Funds - Infrastructure - 420 1,885,440.79

Unfunded Costs -0.13

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

Date: 04/15/2020



Tom Knakmuhs

Assistant City Engineer



April 8, 2020

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Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-20-B1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, April 8, 2020, for Water Main Replacement, Sanitary Sewer Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-20-B1, located at 7th Avenue North from Broadway to 2nd Street North.

The bids were as follows:

Dakota Underground Co.	\$2,375,116.80
KPH, Inc.	\$2,883,032.75
Border States Paving, Inc.	\$2,887,586.18
Northern Improvement Co.	\$3,086,964.30

Engineer's Estimate	\$2,279,418.00
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The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of \$2,375,116.80 as the lowest and best bid. No protests have been received.

Sincerely,




Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-B1****Water Main Replacement, Sanitary Sewer Replacement, Street Reconstruction & Incidentals**

7th Ave. N, from Broadway to Elm St

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:

Water Main Replacement, Sanitary Sewer Replacement, Street Reconstruction & Incidentals Improvement District # BR-20-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 Remove Manhole	EA	5.00	2,100.00	10,500.00
2 Remove Pipe All Sizes All Types	LF	33.00	25.00	825.00
3 Eliminate Sewer Service	EA	2.00	1,570.00	3,140.00
4 F&I Manhole 4' Dia Reinf Conc	EA	3.00	7,530.00	22,590.00
5 Bore Pipe SDR 26 - 6" Dia PVC	LF	20.00	70.00	1,400.00
6 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	133.00	65.00	8,645.00
7 F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	20.00	100.00	2,000.00
8 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	20.00	215.00	4,300.00
9 F&I Pipe w/GB SDR 26 - 36" Dia PVC	LF	13.00	400.00	5,200.00
10 Connect Sewer Service	EA	5.00	1,960.00	9,800.00
11 Clean Pipe All Sizes All Types	LF	806.00	5.00	4,030.00
12 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	14,100.00	14,100.00
13 F&I Manhole 6' Dia Reinf Conc	EA	1.00	15,270.00	15,270.00
Sanitary Sewer Total				101,800.00
Water Main Replacement				
14 Remove Pipe All Sizes All Types	LF	290.00	10.00	2,900.00
15 Remove Pipe - Asbestos Cement	LF	230.00	52.00	11,960.00
16 F&I Hydrant	EA	3.00	5,000.00	15,000.00
17 F&I Fittings C153 Ductile Iron	LB	3,222.00	7.85	25,292.70
18 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	27.00	87.00	2,349.00
19 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	117.00	90.00	10,530.00
20 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	18.00	95.00	1,710.00
21 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	529.00	92.00	48,668.00
22 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	43.00	106.00	4,558.00
23 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	911.00	108.00	98,388.00
24 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.01	2.00
25 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	200.00	0.01	2.00
26 F&I Gate Valve 4" Dia	EA	3.00	1,300.00	3,900.00
27 F&I Gate Valve 6" Dia	EA	6.00	1,500.00	9,000.00
28 F&I Gate Valve 8" Dia	EA	1.00	1,850.00	1,850.00
29 F&I Gate Valve 10" Dia	EA	5.00	2,970.00	14,850.00
30 F&I Gate Valve 16" Dia	EA	1.00	10,650.00	10,650.00
31 Bore Pipe 1" Dia Water Service	LF	20.00	60.00	1,200.00
32 F&I Pipe w/GB 1" Dia Water Service	LF	81.00	60.00	4,860.00
33 F&I Pipe w/GB 2" Dia Water Service	LF	36.00	110.00	3,960.00
34 Rem & Repl CS & Box 1" Dia	EA	4.00	570.00	2,280.00
35 Rem & Repl CS & Box 2" Dia	EA	2.00	1,060.00	2,120.00
36 Connect Water Service	EA	7.00	350.00	2,450.00
37 Furnish Temp Water Svc	EA	7.00	1,000.00	7,000.00
Water Main Replacement Total				285,479.70

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-B1****Water Main Replacement, Sanitary Sewer Replacement, Street
Reconstruction & Incidentals****Storm Sewer**

38 Remove Pipe All Sizes All Types	LF	511.00	20.00	10,220.00
39 Remove Manhole	EA	4.00	800.00	3,200.00
40 Remove Inlet	EA	15.00	400.00	6,000.00
41 Modify Manhole	EA	2.00	3,200.00	6,400.00
42 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	1,800.00	1,800.00
43 F&I Inlet - Single Box (SBI) Reinf Conc	EA	14.00	2,750.00	38,500.00
44 F&I Inlet - Double Box (DBI) Reinf Conc	EA	2.00	5,400.00	10,800.00
45 F&I Inlet - Manhole (MH) 4' Dia Reinf Conc	EA	3.00	4,985.00	14,955.00
46 F&I Manhole 4' Dia Reinf Conc	EA	3.00	4,860.00	14,580.00
47 F&I Pipe w/GB 12" Dia Reinf Conc	LF	225.00	84.00	18,900.00
48 F&I Pipe w/GB 15" Dia Reinf Conc	LF	408.00	92.00	37,536.00
49 F&I Pipe w/GB 18" Dia Reinf Conc	LF	61.00	106.00	6,466.00
50 F&I Pipe w/GB 24" Dia Reinf Conc	LF	75.00	115.00	8,625.00
51 Connect Pipe to Exist Structure	EA	5.00	1,000.00	5,000.00
52 Connect Pipe to Exist Pipe	EA	5.00	1,000.00	5,000.00

Storm Sewer Total: 187,982.00**Paving**

53 Traffic Control - Type 1	LS	1.00	25,000.00	25,000.00
54 Remove Pavement All Thicknesses All Types	SY	6,420.00	12.00	77,040.00
55 Remove Curb & Gutter	LF	3,105.00	4.00	12,420.00
56 Remove Driveway All Thicknesses All Types	SY	625.00	8.00	5,000.00
57 Remove Sidewalk All Thicknesses All Types	SY	1,420.00	8.00	11,360.00
58 Subgrade Preparation	SY	7,436.00	4.00	29,744.00
59 F&I Woven Geotextile	SY	7,611.00	1.90	14,460.90
60 F&I Class 5 Agg - 8" Thick	SY	686.00	9.00	6,174.00
61 F&I Class 5 Agg - 12" Thick	SY	6,750.00	13.00	87,750.00
62 F&I Curb & Gutter Standard (Type II)	LF	3,312.00	22.00	72,864.00
63 F&I Pavement 9" Thick Doweled Conc	SY	5,671.00	80.00	453,680.00
64 F&I Edge Drain 4" Dia PVC	LF	3,075.00	7.00	21,525.00
65 F&I Asphalt Cement PG 58S-34	TON	22.00	620.00	13,640.00
66 F&I Aggregate for Asph Pavement FAA 43	TON	317.00	98.00	31,066.00
67 F&I Sidewalk 4" Thick Reinf Conc	SY	1,375.00	43.00	59,125.00
68 F&I Sidewalk 6" Thick Reinf Conc	SY	155.00	48.00	7,440.00
69 F&I Det Warn Panels Cast Iron	SF	288.00	47.00	13,536.00
70 F&I Driveway 6" Thick Reinf Conc	SY	146.00	50.00	7,300.00
71 F&I Driveway 7" Thick Reinf Conc	SY	288.00	52.00	14,976.00
72 F&I Impressioned 6" Thick Reinf Conc	SY	85.00	82.00	6,970.00
73 Casting to Grade - w/Conc	EA	36.00	400.00	14,400.00
74 Casting to Grade - Blvd	EA	3.00	300.00	900.00
75 GV Box to Grade - w/Conc	EA	9.00	400.00	3,600.00
76 GV Box to Grade - no Conc	EA	1.00	700.00	700.00
77 GV Box to Grade - Blvd	EA	6.00	300.00	1,800.00
78 F&I Flat MH Cover 8" Thick Reinf Conc	EA	2.00	1,200.00	2,400.00
79 Rem & Repl Casting - Floating Manhole	EA	6.00	1,500.00	9,000.00
80 Rem & Repl Casting - Self Leveling	EA	2.00	1,500.00	3,000.00
81 Rem & Repl Casting - Std Manhole	EA	4.00	530.00	2,120.00
82 F&I Casting - Water Service	EA	2.00	200.00	400.00
83 Stormwater Management	LS	1.00	2,500.00	2,500.00
84 Inlet Protection - Existing Inlet	EA	36.00	100.00	3,600.00
85 Inlet Protection - New Inlet	EA	21.00	150.00	3,150.00
86 Temp Construction Entrance	EA	2.00	800.00	1,600.00
87 Mulching Type 1 - Hydro	SY	4,500.00	0.35	1,575.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-B1****Water Main Replacement, Sanitary Sewer Replacement, Street
Reconstruction & Incidentals**

88 Seeding Type C	SY	4,500.00	2.36	10,620.00
89 Weed Control Type B	SY	4,500.00	0.08	360.00
90 Remove Tree	EA	2.00	600.00	1,200.00
91 Salvage Tree	EA	1.00	630.00	630.00
92 F&I Bare Root Decid Tree 1.5" Dia	EA	6.00	231.00	1,386.00
93 F&I Conduit 2.5" Dia	LF	150.00	10.00	1,500.00
94 Boulevard Grading	SY	4,500.00	4.00	18,000.00
95 F&I Class 5 Agg - 6" Thick	SY	175.00	7.50	1,312.50
			Paving Total	1,056,824.40
Street Lighting				
96 Remove Street Light	EA	9.00	195.00	1,755.00
97 Remove Base	EA	9.00	445.00	4,005.00
98 Remove Feed Point	EA	1.00	575.00	575.00
99 Remove Pull Box	EA	2.00	1,150.00	2,300.00
100 Relocate Street Light	EA	5.00	680.00	3,400.00
101 F&I Base 6' Deep Reinf Conc	EA	5.00	1,085.00	5,425.00
102 F&I Innerduct 1.5" Dia	LF	1,856.00	6.95	12,899.20
103 F&I Conductor #6 USE Cu	LF	5,796.00	1.75	10,143.00
104 F&I Luminaire Type A	EA	8.00	1,690.00	13,520.00
			Street Lighting Total	54,022.20
Traffic Signals				
105 Remove Foundation Type IV/Combo	EA	5.00	1,750.00	8,750.00
106 Remove Foundation Controller	EA	2.00	860.00	1,720.00
107 Salvage Signal Cable	LS	2.00	525.00	1,050.00
108 Salvage Signal Standard	EA	4.00	2,150.00	8,600.00
109 Remove Signal Standard Type IV/Combo	EA	4.00	1,890.00	7,560.00
110 Salvage Traffic Signal Equipment	LS	2.00	1,470.00	2,940.00
111 Remove Pull Box PVC	EA	4.00	440.00	1,760.00
112 F&I Pull Box PVC	EA	12.00	1,250.00	15,000.00
113 F&I Pull Box Polymer Conc	EA	1.00	3,640.00	3,640.00
114 F&I Ped Push Button & Sign	EA	16.00	1,180.00	18,880.00
115 F&I Ped Push Button Post	EA	7.00	1,220.00	8,540.00
116 F&I Foundation Controller	EA	2.00	1,770.00	3,540.00
117 F&I Foundation Type IV/Combo	EA	6.00	3,900.00	23,400.00
118 F&I Foundation Type V	EA	2.00	875.00	1,750.00
119 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	10.00	945.00	9,450.00
120 F&I Head 3 Sect w/12" LED MA Mtd	EA	10.00	1,240.00	12,400.00
121 F&I Head 3 Sect w/12" LED Post Mtd	EA	10.00	1,445.00	14,450.00
122 F&I Head 4 Sect w/12" LED Post Mtd	EA	8.00	1,520.00	12,160.00
123 F&I Emerg Veh Pre-emption System	EA	2.00	10,080.00	20,160.00
124 F&I PTZ Camera System	EA	1.00	8,215.00	8,215.00
125 F&I Traffic Signal Feed Point	EA	1.00	5,625.00	5,625.00
126 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	13,230.00	13,230.00
127 F&I Equipment Fargo Type B Cabinet	EA	3.00	32,780.00	98,340.00
128 F&I Signal Cable AWG 14/2	LF	2,473.00	1.15	2,843.95
129 F&I Signal Cable AWG 14/3	LF	123.00	1.80	221.40
130 F&I Signal Cable AWG 14/7	LF	68.00	2.60	176.80
131 F&I Signal Cable AWG 14/12	LF	20.00	10.50	210.00
132 F&I Signal Cable AWG 14/20	LF	1,179.00	3.85	4,539.15
133 F&I Signal Cable AWG 18/4	LF	428.00	2.45	1,048.60
134 F&I Signal Cable 3M Opticom	LF	601.00	1.60	961.60
135 F&I Signal Cable Loop Lead-in	LF	4,064.00	1.40	5,689.60
136 F&I Signal Cable #6 RHW	LF	1,221.00	1.75	2,136.75

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-B1****Water Main Replacement, Sanitary Sewer Replacement, Street
Reconstruction & Incidentals**

137 F&I Signal Cable CAT 6	LF	100.00	2.55	255.00
138 F&I Conduit 1" Dia	LF	100.00	7.35	735.00
139 F&I Conduit 2" Dia	LF	597.00	9.05	5,402.85
140 F&I Conduit 4" Dia	LF	659.00	10.70	7,051.30
141 F&I Fiber Optic Cable	LF	2,500.00	2.15	5,375.00
142 F&I Fiber Optic Terminations & Equip	LS	1.00	22,350.00	22,350.00
143 F&I Elec Sign Signal Sign	EA	1.00	1,890.00	1,890.00
144 F&I Detection Preformed Loop	EA	56.00	990.00	55,440.00
145 F&I Signal Standard Type V 10' High	EA	1.00	2,300.00	2,300.00
146 F&I Signal Standard Type V 15' High	EA	1.00	2,460.00	2,460.00
147 Install Signal Standard Combo - 33' MA	EA	1.00	8,590.00	8,590.00
148 F&I Signal Standard Type IV - 24' MA	EA	1.00	13,450.00	13,450.00
149 F&I Signal Standard Combo - 24' MA	EA	1.00	15,700.00	15,700.00
150 F&I Signal Standard Combo - 26' MA	EA	3.00	6,900.00	20,700.00
151 F&I Signal Standard Combo - 27' MA	EA	1.00	16,650.00	16,650.00
152 F&I Signal Standard Combo - 28' MA	EA	1.00	16,650.00	16,650.00
153 F&I Signal Standard Combo - 30' MA	EA	1.00	17,115.00	17,115.00
154 Install Traffic Signal Interim System	LS	1.00	31,500.00	31,500.00
			Traffic Signals Total	562,602.00
Pavement Markings				
155 Obliterate Pavement Markings	SF	372.00	5.25	1,953.00
156 F&I Grooved Plastic Film Message	SF	240.00	72.45	17,388.00
157 F&I Grooved Contrast Film 7" Wide	LF	2,916.00	12.60	36,741.60
158 F&I Grooved Contrast Film 11" Wide	LF	374.00	19.95	7,461.30
159 F&I Grooved Plastic Film 16" Wide	LF	181.00	29.40	5,321.40
160 F&I Grooved Plastic Film 24" Wide	LF	726.00	37.80	27,442.80
161 Paint Epoxy Message	SF	144.00	12.60	1,814.40
162 Paint Epoxy Line 4" Wide	LF	849.00	3.65	3,098.85
163 Paint Epoxy Line 8" Wide	LF	106.00	5.65	598.90
164 Paint Epoxy Line 16" Wide	LF	39.00	9.50	370.50
165 F&I Green Pavement Markings	SF	370.00	45.00	16,650.00
			Pavement Markings Total	118,840.75
Signage				
166 F&I Sign Assembly & Anchor	EA	22.00	180.00	3,960.00
167 F&I Diamond Grade Cubed	SF	94.45	20.00	1,889.00
168 F&I High Intensity Prismatic	SF	81.75	21.00	1,716.75
			Signage Total	7,565.75
			Total Construction in \$	2,375,116.80
Legal & Misc			3.00 %	71,253.50
Contingencies			10.00 %	237,511.68
Administration			4.00 %	95,004.67
Interest			4.00 %	95,004.67
Outside Engineering			14.74 %	350,092.22
			Total Estimated Costs	3,223,983.54
Utility Funds - Wastewater - 521				138,179.37
Utility Funds - Water - 501				295,037.26
State Funds - Other ND				0.00
Special Assessments				1,512,049.50
Sales Tax Funds - Infrastructure - 420				1,278,717.78
			Unfunded Costs	-0.37

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-20-B1

Water Main Replacement, Sanitary Sewer Replacement, Street
Reconstruction & Incidentals

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

Date: 04/09/2020



Tom Knakmuhs

Assistant City Engineer



April 15, 2020

(216)

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NN-19-A1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, April 15, 2020, for Storm Sewer Lift Station, Retention Pond & Incidentals, Improvement District No. NN-19-A1, located at Selkirk Addition and other areas bounded by 64th Avenue South, Cass County Drain #53, I-29 and 76th Avenue South.

The bids were as follows:

Key Contracting, Inc.	\$1,232,525.60
CC Steel, LLC	\$1,624,171.00
Sellin Brothers, Inc.	\$1,631,567.00
ICS, Inc.	\$1,960,885.50

Engineer's Estimate	\$1,997,555.50
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The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of \$1,232,525.60 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # NN-19-A1****Storm Sewer Lift Station, Retention Pond and Incidentals**

Selkirk Addition and other areas bounded by 64th Ave S, Cass County Drain #53, I-29 and 76th Ave S.

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:

Storm Sewer Lift Station, Retention Pond and Incidentals Improvement District # NN-19-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Mobilization	LS	1.00	45,000.00	45,000.00
2 Topsoil - Strip & Spread	LS	1.00	24,000.00	24,000.00
3 Temp Construction Entrance	EA	1.00	3,500.00	3,500.00
4 Sediment Control Log 6" to 8" Dia	LF	1,307.00	2.30	3,006.10
5 Silt Fence - Heavy Duty	LF	720.00	3.00	2,160.00
6 Temp Fence - Safety	LF	300.00	4.00	1,200.00
7 F&I Fence	LF	92.00	150.00	13,800.00
8 F&I Gate	EA	1.00	7,000.00	7,000.00
9 F&I Swing Gate	EA	1.00	3,500.00	3,500.00
10 Stormwater Management	LS	1.00	3,500.00	3,500.00
11 Site Grading	LS	1.00	5,500.00	5,500.00
12 Seeding Type A	SY	26,500.00	0.20	5,300.00
13 Mulching Type 1 - Hydro	SY	16,250.00	0.40	6,500.00
14 F&I Erosion Control Blanket Type 3	SY	10,250.00	1.95	19,987.50
15 Weed Control Type B	SY	26,500.00	0.08	2,120.00
16 Concrete Washout Area	EA	1.00	550.00	550.00
17 Temp Pumping	LS	1.00	8,500.00	8,500.00
18 Remove Pipe All Sizes All Types	LS	1.00	5,500.00	5,500.00
Miscellaneous Total				160,623.60
Storm Sewer				
19 F&I Lift Station	LS	1.00	550,000.00	550,000.00
20 F&I Lift Station Pumps & Controls	LS	1.00	200,000.00	200,000.00
21 F&I Manhole 7' Dia Reinf Conc	EA	1.00	12,000.00	12,000.00
22 F&I Pipe 48" Dia Reinf Conc	LF	429.00	190.00	81,510.00
23 F&I Pipe w/GB 48" Dia Reinf Conc	LF	42.00	220.00	9,240.00
24 F&I Flared End Section 48" Dia Reinf Conc	EA	4.00	4,500.00	18,000.00
25 Remove Pipe All Sizes All Types	LF	140.00	10.00	1,400.00
26 F&I Rip Rap Rock	CY	65.00	95.00	6,175.00
27 F&I Rip Rap Precast Conc	SY	65.00	130.00	8,450.00
28 Embankment	CY	5,370.00	3.00	16,110.00
29 Excavation	CY	18,460.00	4.10	75,686.00
30 F&I Pipe 12" Dia Corr Steel	LF	43.00	75.00	3,225.00
Storm Sewer Total				981,796.00
Paving				
31 Subgrade Preparation	SY	3,094.00	4.00	12,376.00
32 F&I Woven Geotextile	SY	3,094.00	3.00	9,282.00
33 F&I Pavement 8" Thick Reinf Conc	SY	435.00	72.00	31,320.00
34 F&I Crushed Conc - 8" Thick	SY	3,094.00	12.00	37,128.00
Paving Total				90,106.00
Total Construction in \$				1,232,525.60
Legal & Misc			3.00 %	36,975.77

ENGINEER'S STATEMENT OF ESTIMATED COST
IMPROVEMENT DISTRICT # NN-19-A1
Storm Sewer Lift Station, Retention Pond and Incidentals

Contingencies	10.00 %	123,252.56
Administration	4.00 %	49,301.02
Interest	4.00 %	49,301.02
Outside Engineering	20.28 %	249,956.19
Total Estimated Costs		1,741,312.17
Special Assessments		1,741,312.17
Unfunded Costs		0.00

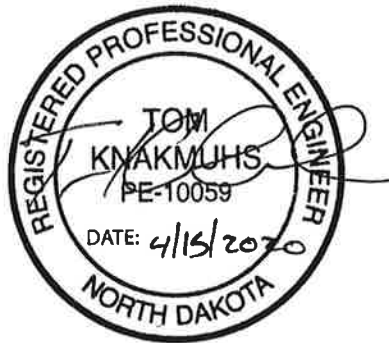
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/15/2020



Tom Knakmuhs

Assistant City Engineer



April 8, 2020

2/d

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-20-E1

Dear Commissioners:

Bids were opened at 2:30 PM on Wednesday, April 8, 2020, for Asphalt Mill & Overlay & Incidentals, Improvement District No. PR-20-E1, located at various locations in the City of Fargo.

The bids were as follows:

Border States Paving, Inc.	\$1,311,958.68
FM Asphalt LLC	\$1,319,161.80
Northern Improvement Co.	\$1,373,810.62
Central Specialties, Inc.	\$1,579,679.99
Engineer's Estimate	\$1,309,896.00

The special assessment escrow is not required.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$1,311,958.68 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb



ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-20-E1****Asphalt Mill & Overlay & Incidentals**

Various areas of Fargo

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:

Asphalt Mill & Overlay & Incidentals Improvement District # PR-20-E1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 3				
1 Repair Inlet	EA	5.00	389.00	1,945.00
2 F&I Repair Band 4" thru 12" Dia	EA	4.00	883.00	3,532.00
3 Rem & Repl Curb & Gutter	LF	5,000.00	42.00	210,000.00
4 Adjust Curb & Gutter - Mud/Sand Jack	LF	5,000.00	11.50	57,500.00
5 F&I Valley Gutter Reinf Conc	SY	63.00	88.30	5,562.90
6 Remove Valley Gutter Reinf Conc	SY	63.00	20.00	1,260.00
7 F&I Sidewalk 4" Thick Reinf Conc	SY	50.00	66.20	3,310.00
8 F&I Sidewalk 6" Thick Reinf Conc	SY	115.75	71.50	8,276.13
9 Remove Sidewalk All Thicknesses All Types	SY	116.00	20.00	2,320.00
10 Adjust Driveway - Mud/Sand Jack	SF	3,000.00	3.15	9,450.00
11 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	71.50	3,575.00
12 Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	98.80	4,940.00
13 F&I Det Warn Panels Cast Iron	SF	340.00	53.60	18,224.00
14 F&I Aggregate for Asph Pavement FAA 43	TON	6,200.00	40.00	248,000.00
15 F&I Asphalt Cement PG 58S-34	TON	336.00	520.00	174,720.00
16 Rem & Repl Casting - Inlet	EA	3.00	494.00	1,482.00
17 Rem & Repl Casting - Self Leveling	EA	5.00	1,520.00	7,600.00
18 Casting to Grade - no Conc	EA	22.00	207.00	4,554.00
19 GV Box to Grade - no Conc	EA	12.00	89.30	1,071.60
20 Rem & Repl Pavement 10" Thick Asph	SY	300.00	56.00	16,800.00
21 Mill / Grind Asphalt Pvmnt Along Curb	LF	19,270.00	1.50	28,905.00
22 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	7,420.00	1.60	11,872.00
23 Mill / Grind Asphalt Pvmnt 2" to 4" Thick	SY	11,232.00	3.00	33,696.00
24 Sodding	SY	500.00	26.30	13,150.00
25 Paint Epoxy Line 4" Wide	LF	510.00	2.85	1,453.50
26 Paint Epoxy Line 8" Wide	LF	133.00	12.60	1,675.80
27 Paint Epoxy Message	SF	59.00	18.90	1,115.10
28 Traffic Control - Type 1	LS	1.00	4,710.00	4,710.00
29 F&I Detection Preformed Loop	EA	3.00	1,940.00	5,820.00
Section 3 Total				886,520.03
Section 4				
30 Repair Inlet	EA	5.00	389.00	1,945.00
31 F&I Repair Band 4" thru 12" Dia	EA	1.00	883.00	883.00
32 Rem & Repl Curb & Gutter	LF	1,000.00	42.00	42,000.00
33 Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	11.50	11,500.00
34 F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	66.20	1,324.00
35 F&I Sidewalk 6" Thick Reinf Conc	SY	148.60	71.50	10,624.90
36 Remove Sidewalk All Thicknesses All Types	SY	135.70	20.00	2,714.00
37 Adjust Driveway - Mud/Sand Jack	SF	1,000.00	3.15	3,150.00
38 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	71.50	3,575.00
39 F&I Det Warn Panels Cast Iron	SF	168.00	53.60	9,004.80
40 F&I Aggregate for Asph Pavement FAA 43	TON	1,560.00	40.00	62,400.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-20-E1****Asphalt Mill & Overlay & Incidentals**

41 F&I Asphalt Cement PG 58S-34	TON	86.00	520.00	44,720.00
42 Rem & Repl Casting - Inlet	EA	2.00	494.00	988.00
43 Rem & Repl Casting - Self Leveling	EA	15.00	1,520.00	22,800.00
44 GV Box to Grade - no Conc	EA	4.00	91.90	367.60
45 Rem & Repl Pavement 9" Thick Asph	SY	100.00	56.00	5,600.00
46 Mill / Grind Asphalt Pvmnt Along Curb	LF	6,532.00	1.50	9,798.00
47 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	633.00	2.50	1,582.50
48 Sodding	SY	200.00	26.30	5,260.00
49 Traffic Control - Type 1	LS	1.00	1,770.00	1,770.00
Section 4 Total				242,006.80
Section 5				
50 Repair Inlet	EA	13.00	389.00	5,057.00
51 F&I Repair Band 14" thru 24" Dia	EA	9.00	1,310.00	11,790.00
52 F&I Repair Band 27" thru 36" Dia	EA	4.00	1,790.00	7,160.00
53 Rem & Repl Curb & Gutter	LF	500.00	42.00	21,000.00
54 F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	71.50	1,430.00
55 Remove Sidewalk All Thicknesses All Types	SY	20.00	20.00	400.00
56 Rem & Repl Driveway 7" Thick Reinf Conc	SY	100.00	98.80	9,880.00
57 F&I Det Warn Panels Cast Iron	SF	20.00	53.60	1,072.00
58 F&I Aggregate for Asph Pavement FAA 43	TON	1,300.00	40.00	52,000.00
59 F&I Asphalt Cement PG 58H-34	TON	72.00	570.00	41,040.00
60 Rem & Repl Casting - Inlet	EA	1.00	494.00	494.00
61 Casting to Grade - no Conc	EA	6.00	207.00	1,242.00
62 GV Box to Grade - no Conc	EA	1.00	92.00	92.00
63 Mill / Grind Asphalt Pvmnt Along Curb	LF	4,767.00	1.50	7,150.50
64 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	445.00	2.50	1,112.50
65 Paint Epoxy Line 4" Wide	LF	4,081.00	2.85	11,630.85
66 Paint Epoxy Line 8" Wide	LF	845.00	6.20	5,239.00
67 Paint Epoxy Message	SF	80.00	18.90	1,512.00
68 Traffic Control - Type 1	LS	1.00	2,190.00	2,190.00
69 F&I Detection Preformed Loop	EA	1.00	1,940.00	1,940.00
Section 5 Total				183,431.85
Total Construction in \$				1,311,958.68
Engineering		10.00 %	131,195.87	
Legal & Misc		3.00 %	39,358.76	
Contingencies		10.00 %	131,195.87	
Administration		4.00 %	52,478.35	
Interest		4.00 %	52,478.35	
Total Estimated Costs				1,718,665.87
Special Assessments			739,185.00	
Sales Tax Funds - Infrastructure - 420			979,480.90	
Unfunded Costs				-0.03

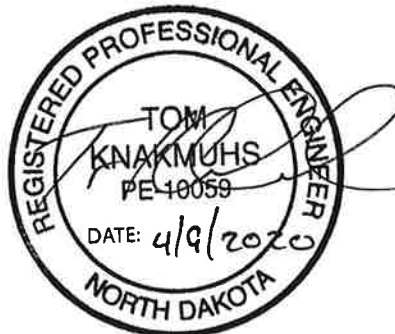
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 04/09/2020



Tom Knakmuhs

Assistant City Engineer



April 16, 2020

22

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

**Re: Purchase Agreement
Improvement Districts #BN-20-C1 and #NN-20-A1**

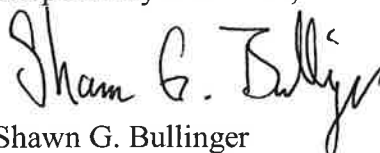
Dear Commissioners:

Enclosed and delivered to the City Commission office are (2) original Purchase Agreement documents for the acquisition of property in association with Improvement Districts #BN-20-C1 and #NN-20-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase agreement with Earlyne Hector in association with Improvement Districts #BN-20-C1 and #NN-20-A1.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda Derrig
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ of April, 2020 by and between **EARLYNE HECTOR**, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

WHEREAS, Seller is, or will be, the owner of the following described property:

Lot 13, Block 1; and Lot 3, Block 6; all in Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota.

Herein referred to as the **Purchased Property**. As of the date this agreement was signed, the Plat of Selkirk Place First Addition (herein the Plat) has been signed but has not been recorded and there is an unrecorded Boundary Line Adjustment Survey related to the shared lot line of Lots 1 and 2, Block 6, of Selkirk Place First Addition;

WHEREAS, Buyer desires to purchase Seller's **Purchased Property** for roadway, levee and utility purposes, and

WHEREAS, the City and Seller have negotiated fair and just compensation for the Seller's **Purchased Property** desired by the City; and

WHEREAS, upon the terms and conditions of this Agreement, Seller has agreed to convey the **Purchased Property** to the City.

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

1. **Conveyances**. Upon recording of the Plat of Selkirk Place First Addition and the Boundary Line Adjustment for the shared boundary of Lots 1 and 2 in Block 6, the Seller, the City and all other persons or entities having an ownership interest in a lot or a part of a lot included in the Plat shall execute a Quit Claim Deed conveying all lots in Selkirk Place First Addition to Rose Creek Development Corporation. Contemporaneously with said Quit Claim Deed Seller shall cause Rose Creek

Development Corporation to execute a Warranty Deed conveying the **Purchased Property** to the City subject to the easements shown on the Plat. The Warranty Deed shall also convey the following described property to the City pursuant to the parties Amended Land Exchange Agreement:

Lot 1, Block 6, Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

And the following described property which is dedicated as a regional pond:

Lot 12, Block 1, Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota.

Rose Creek Development Corporation shall also execute Quit Claim Deeds as follows:

To the City: **Lots 15, 16 and 17, in Block 1, Selkirk Place First Addition.**

To SECWRD: **Lot 14, Block 1, Selkirk Place First Addition**

2. **Purchase Price.** As and for the purchase price of the **Purchased Property**, the City shall pay to Rose Creek Development Corporation the sum of \$1,356,437.29 (One Million Three Hundred Fifty-Six Thousand Four Hundred Thirty-seven Dollars and 29/100), for the **Purchased Property**. The purchase price is due and payable in full when the Warranty Deed conveying the **Purchased Property** to the City is executed and delivered.

3. **Mortgages, Liens and Encumbrances.** All property conveyed to the City by Rose Creek Development Corporation shall be free and clear of all mortgages, liens and encumbrances at the time of closing.

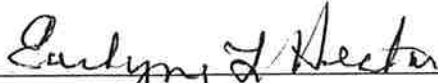
4. **Taxes.** The taxes and installments of special assessments, if any, for the year of closing allocated to the **Purchased Property** shall be prorated. Prior year taxes and assessments must be paid by Seller in advance of closing.

5. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

6. **Inspection and Photographs.** Prior to Closing, Seller agrees to allow City to enter the upon the **Purchased Property** for purposes of inspection, including but not limited to soil testing, including soil borings, and all other testing means necessary to determine suitability of the **Purchased Property** for the intended purposes.

7. **Entire Agreement.** This agreement contains the entire agreement between the parties relating to the sale of the **Purchased Property** to the City and shall be binding on the parties, their successors and assigns.

SELLER:



Earlyne Hector

Dated: 4/15/2020

BUYER:

CITY OF FARGO, NORTH DAKOTA

Timothy J. Mahoney, M.D., Mayor

Dated: _____

ATTEST:

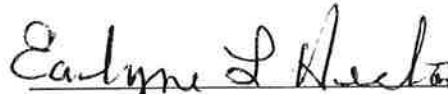
Steve Sprague, Auditor

CONSENT TO AGREEMENT

Rose Creek Development Corporation, for itself, its successors and assigns consents to and agrees to be bound by the terms of the foregoing Purchase Agreement.

Rose Creek Development Corporation

Dated: 4/15/2020



Earlyne Hector, its President

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ of April, 2020 by and between EARLYNE HECTOR, hereinafter called "Seller", whether one or more, and the CITY OF FARGO, NORTH DAKOTA, a municipal corporation, hereinafter called "Buyer" or "City".

WHEREAS, Seller is, or will be, the owner of the following described property:

Lot 13, Block 1; and Lot 3, Block 6; all in Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota.

Herein referred to as the **Purchased Property**. As of the date this agreement was signed, the Plat of Selkirk Place First Addition (herein the Plat) has been signed but has not been recorded and there is an unrecorded Boundary Line Adjustment Survey related to the shared lot line of Lots 1 and 2, Block 6, of Selkirk Place First Addition;

WHEREAS, Buyer desires to purchase Seller's **Purchased Property** for roadway, levee and utility purposes, and

WHEREAS, the City and Seller have negotiated fair and just compensation for the Seller's **Purchased Property** desired by the City; and

WHEREAS, upon the terms and conditions of this Agreement, Seller has agreed to convey the **Purchased Property** to the City.

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

1. **Conveyances.** Upon recording of the Plat of Selkirk Place First Addition and the Boundary Line Adjustment for the shared boundary of Lots 1 and 2 in Block 6, the Seller, the City and all other persons or entities having an ownership interest in a lot or a part of a lot included in the Plat shall execute a Quit Claim Deed conveying all lots in Selkirk Place First Addition to Rose Creek Development Corporation. Contemporaneously with said Quit Claim Deed Seller shall cause Rose Creek

Development Corporation to execute a Warranty Deed conveying the **Purchased Property** to the City subject to the easements shown on the Plat. The Warranty Deed shall also convey the following described property to the City pursuant to the parties Amended Land Exchange Agreement:

Lot 1, Block 6, Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota;

And the following described property which is dedicated as a regional pond:

Lot 12, Block 1, Selkirk Place First Addition to the City of Fargo, Cass County, North Dakota.

Rose Creek Development Corporation shall also execute Quit Claim Deeds as follows:

To the City: Lots 15, 16 and 17, in Block 1, Selkirk Place First Addition.

To SECWRD: Lot 14, Block 1, Selkirk Place First Addition

2. **Purchase Price.** As and for the purchase price of the **Purchased Property**, the City shall pay to Rose Creek Development Corporation the sum of \$1,356,437.29 (One Million Three Hundred Fifty-Six Thousand Four Hundred Thirty-seven Dollars and 29/100), for the **Purchased Property**. The purchase price is due and payable in full when the Warranty Deed conveying the **Purchased Property** to the City is executed and delivered.

3. **Mortgages, Liens and Encumbrances.** All property conveyed to the City by Rose Creek Development Corporation shall be free and clear of all mortgages, liens and encumbrances at the time of closing.

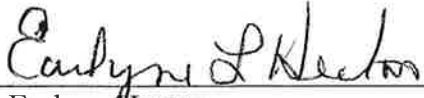
4. **Taxes.** The taxes and installments of special assessments, if any, for the year of closing allocated to the **Purchased Property** shall be prorated. Prior year taxes and assessments must be paid by Seller in advance of closing.

5. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

6. **Inspection and Photographs.** Prior to Closing, Seller agrees to allow City to enter the upon the **Purchased Property** for purposes of inspection, including but not limited to soil testing, including soil borings, and all other testing means necessary to determine suitability of the **Purchased Property** for the intended purposes.

7. **Entire Agreement.** This agreement contains the entire agreement between the parties relating to the sale of the **Purchased Property** to the City and shall be binding on the parties, their successors and assigns.

SELLER:



Earlyne Hector

Dated: 4/15/2020

BUYER:

CITY OF FARGO, NORTH DAKOTA

Timothy J. Mahoney, M.D., Mayor

Dated: _____

ATTEST:

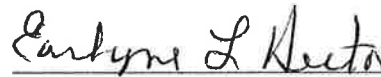
Steve Sprague, Auditor

CONSENT TO AGREEMENT

Rose Creek Development Corporation, for itself, its successors and assigns consents to and agrees to be bound by the terms of the foregoing Purchase Agreement.

Rose Creek Development Corporation

Dated: 4/15/2020



Earlyne Hector, its President

April 7, 2020

23a

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

**Re: Memorandum of Offer to Landowner
Temporary Easement
Improvement District #BN-20-C1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Ernest E. Iverson** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

Page 266 of Fargo, Engineering Department

Project BN-20-C1	County Cass	Parcel(s) 01-8421-00040-000
Landowner Ernest E Iverson		
Mailing Address 2890 Saffron Dr S - #3005 Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

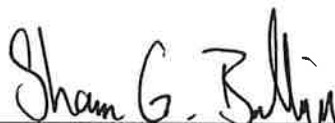
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 203.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	203.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	203.00

*Description of Damages to Remainder are as follows:

--


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



Fargo City Commision has considered the offer and approves the same:

Timothy J. Mahoney
 MAYOR
 SIGNATURE
 DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **ERNEST E. IVERSON**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A 10-foot wide temporary construction easement located in Lot 4, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said Lot 4.

Said easement area is shown as the shaded area on "Exhibit A", attached hereto, and contains 1,000 square feet, more or less, and is subject to any easements or rights of way previously recorded.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states

that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on December 1, 2020.

(Signatures on following page.)

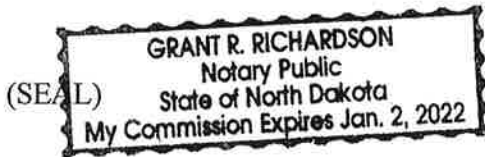
IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed
this 30 day of Mar., 2020.

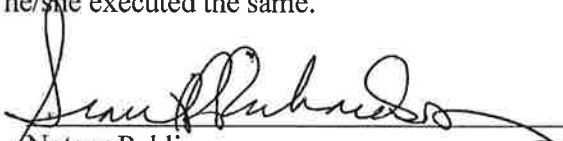
GRANTORS:


Ernest E. Iverson

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

On this 30th day of MARCH, 2020, before me, a notary public in and for said county and state, personally appeared Ernest E. Iverson, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.




Notary Public
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, 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.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Matthew M. Anderson, ND LS-27104, KLJ
32nd Avenue South, Suite 201
Fargo, ND 58103

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

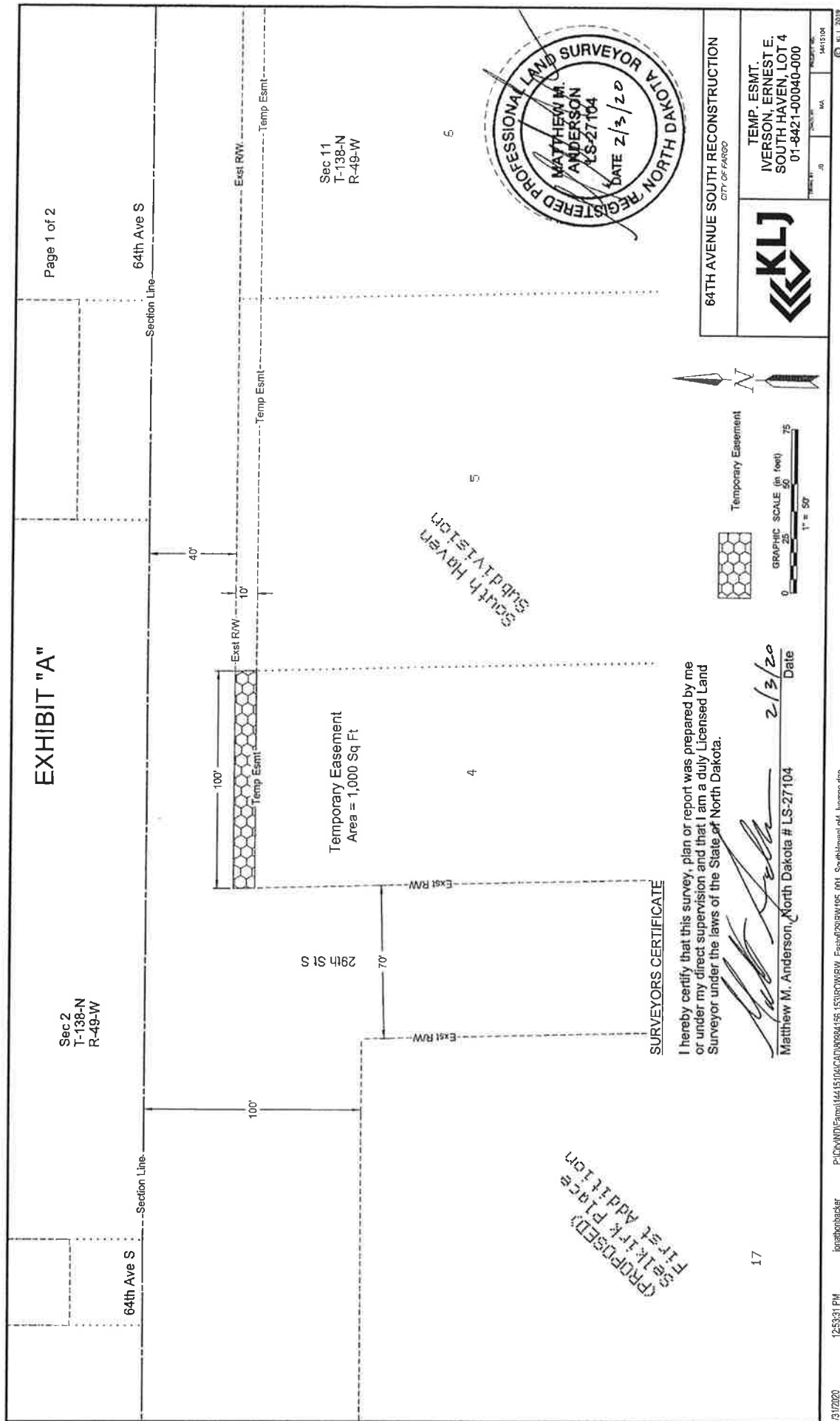


EXHIBIT "A"

Page 2 of 2

Lot 4, SOUTH HAVEN SUBDIVISION

Temporary Construction Easement

A 10-foot wide temporary construction easement located in Lot 4, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said Lot 4.

Said easement area is shown as the shaded area on "Exhibit A" and contains 1,000 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Matthew M. Anderson 2/3/20 Date
Matthew M. Anderson, North Dakota # LS-27104



64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO



TEMP. ESMT.
IVERSON, ERNEST E.
SOUTH HAVEN, LOT 4
01-8421-00040-000

DATE: 2/3/20
BY: J.B.
MA: 14415104
KLJ 3203

April 14, 2020

236

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

**Re: Memorandum of Offer to Landowner
Temporary Easement
Improvement District #BN-20-C1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Matthew S. & Angela K. Hjelseth** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

Project BN-20-C1	County Cass	Parcel(s) 01-8421-00110-000
Landowner Matthew S & Angela K Hjelseth		
Mailing Address 2512 64th Ave S Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

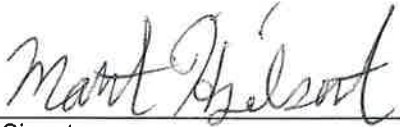
See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 305.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	305.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	305.00

*Description of Damages to Remainder are as follows:

--


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **MATTHEW S. AND ANGELA K. HJELSETH,** hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A 10-foot wide temporary construction easement located in the East Half of Lot 13 and Lot 14, **SOUTH HAVEN SUBDIVISION**, located in Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said East Half of Lot 13 and Lot 14.

Said easement area is shown as the shaded area on "Exhibit A", attached hereto, and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction

activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on December 1, 2020.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed
this 14 day of April, 2020.

GRANTORS:

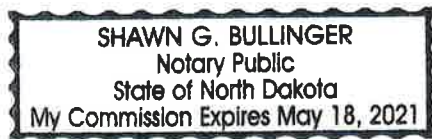

Matthew S. Hjelseth

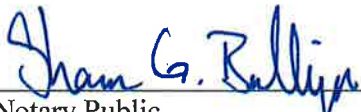
Angela K. Hjelseth

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

On this 14th day of APRIL, 2020, before me, a notary public in and for said county and state, personally appeared Matthew S. and Angela K. Hjelseth, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, 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.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Matthew M. Anderson, ND LS-27104, KLJ
32nd Avenue South, Suite 201
Fargo, ND 58103

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

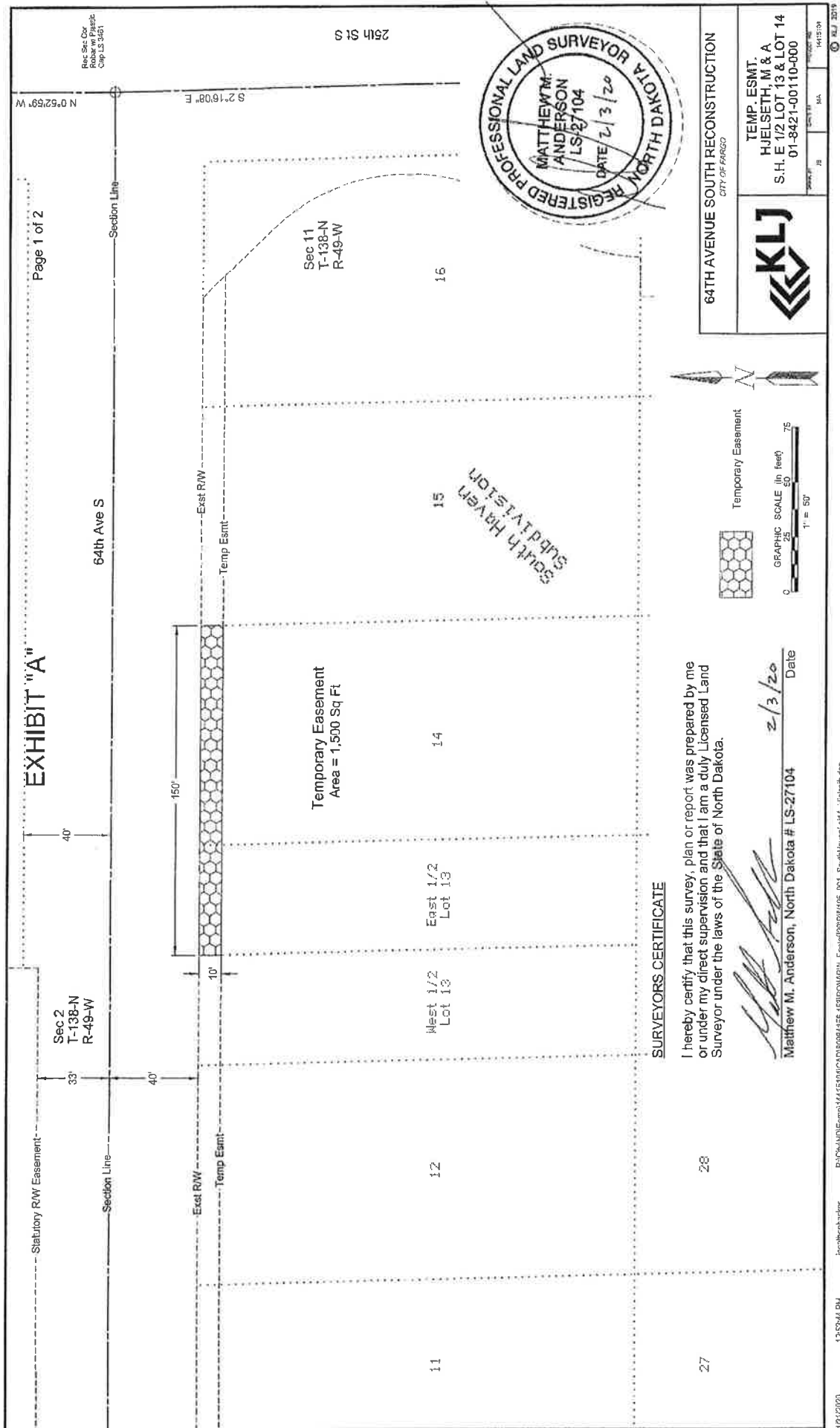


EXHIBIT "A"

E1/2 of Lot 13 & Lot 14, SOUTH HAVEN SUBDIVISION

Temporary Construction Easement

A 10-foot wide temporary construction easement located in the East Half of Lot 13 and Lot 14, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West, of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said East Half of Lot 13 and Lot 14.

Said easement area is shown as the shaded area on "Exhibit A" and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.



SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Matthew M. Anderson
 Matthew M. Anderson, North Dakota # LS-27104
 Date 2/3/20

64TH AVENUE SOUTH RECONSTRUCTION
 CITY OF FARGO



TEMP. ESMT.
 HJELSETH, M & A
 S.H. E 1/2 LOT 13 & LOT 14
 01-8421-00110-000

14-13104

April 16, 2020



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

**Re: Memorandum of Offer to Landowner
Permanent Easement
Improvement District #BN-20-C1**

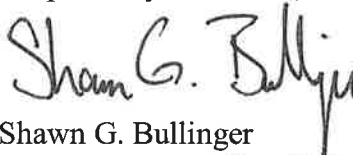
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent easement from **Michael J. Stock** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

Project BN-20-C1	County Cass	Parcel(s) 01-3518-00063-000
Landowner Michael J Stock		
Mailing Address 4206 3rd Ave N Fargo, ND 58102		

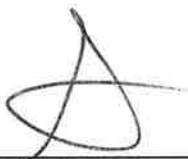
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

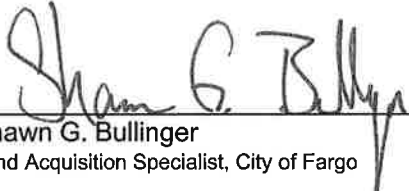
See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized offer the following amount of \$ 7,102.00 as full compensation for the fee and temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	7,102.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	7,102.00

*Description of Damages to Remainder are as follows:


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

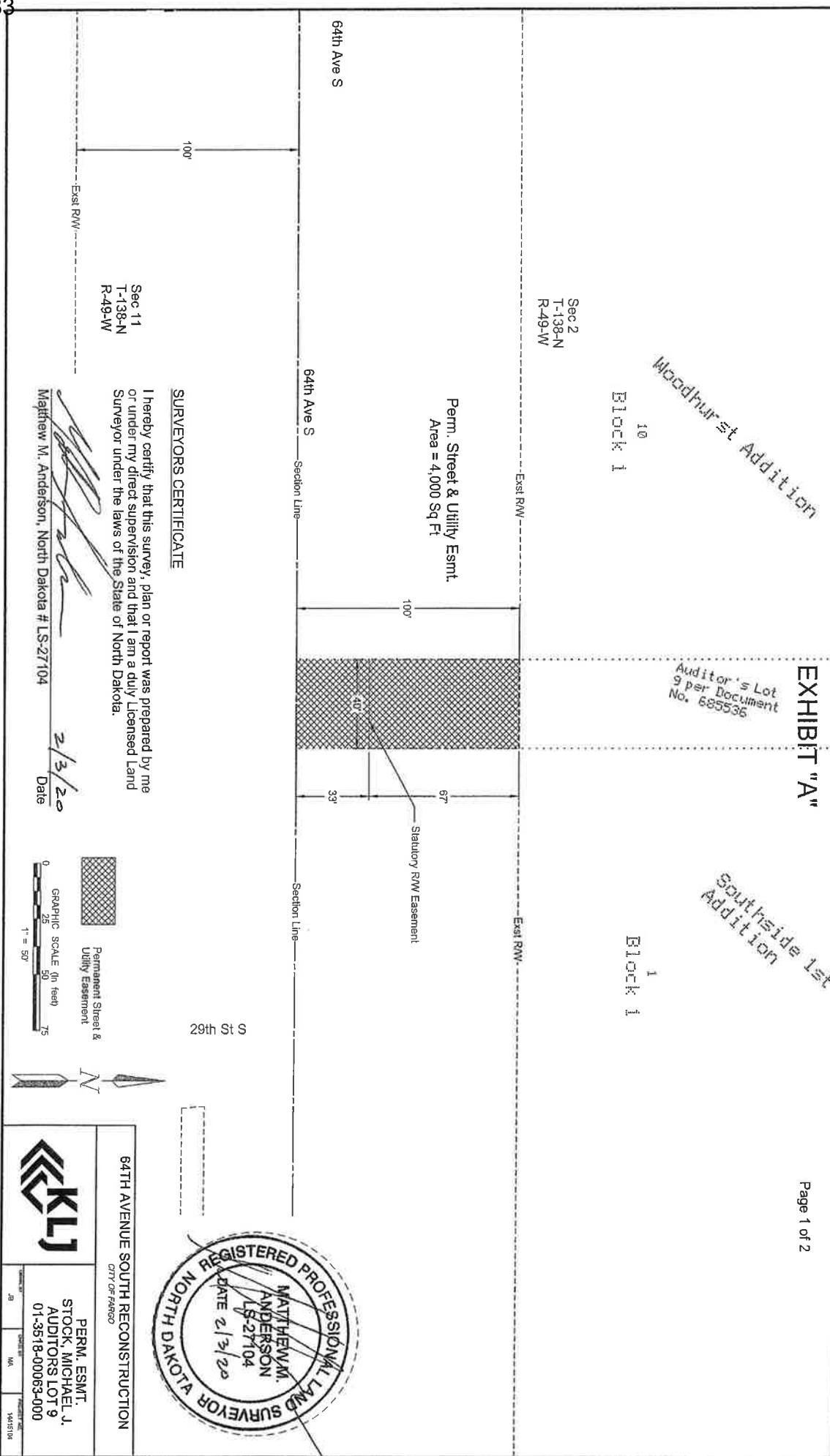

 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.



Fargo City Commission has considered the offer and approves the same:

Timothy J. Mahoney
 MAYOR
 SIGNATURE
 DATE



April 7, 2020

23d

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easements
Improvement District #BN-20-C1**

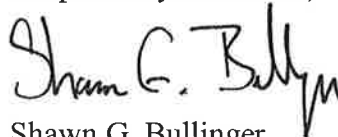
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Improvement District #BN-20-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Justin W. & Lindsey D. Fraase** in association with Improvement District #BN-20-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

Page 286 of Fargo, Engineering Department

Project BN-20-C1	County Cass	Parcel(s) 01-8421-00080-000
Landowner Justin W & Lindsey D Fraase		
Mailing Address 2616 64th Ave S Fargo, ND 58104		

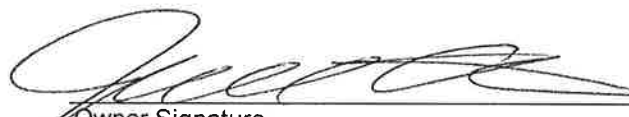
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

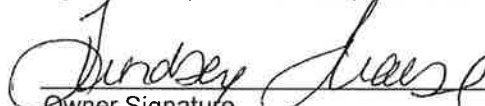
See attached exhibit(s).

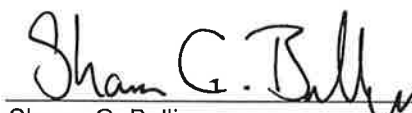
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 574.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	574.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	574.00

*Description of Damages to Remainder are as follows:


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:



Timothy J. Mahoney
 MAYOR
 SIGNATURE
 DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **JUSTIN W. AND LINDSEY D. FRAASE**, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A 10-foot wide temporary construction easement located in Lot 9 and the West Half of Lot 10, **SOUTH HAVEN SUBDIVISION**, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said Lot 9 and the West Half of Lot 10.

Said easement area is shown as the shaded area on "Exhibit A", attached hereto, and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction

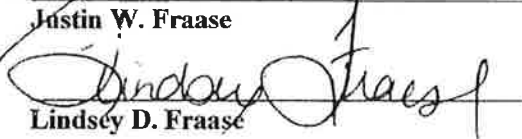
activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate on December 1, 2020.

(Signatures on following page.)

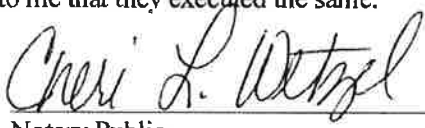
IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed
this 2 day of April, 2020.

GRANTORS:

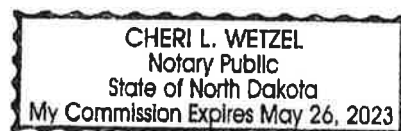

Justin W. Fraase

Lindsey D. Fraase

STATE OF North Dakota)
COUNTY OF Cass) ss.
)

On this 2 day of April, 2020, before me, a notary public in and for said county and state, personally appeared Justin W. and Lindsey D. Fraase, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.


Notary Public
Cass County, North Dakota

(SEAL)



GRANTEE:

City of Fargo, a North Dakota municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, 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.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
Matthew M. Anderson, ND LS-27104, KLJ
32nd Avenue South, Suite 201
Fargo, ND 58103

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

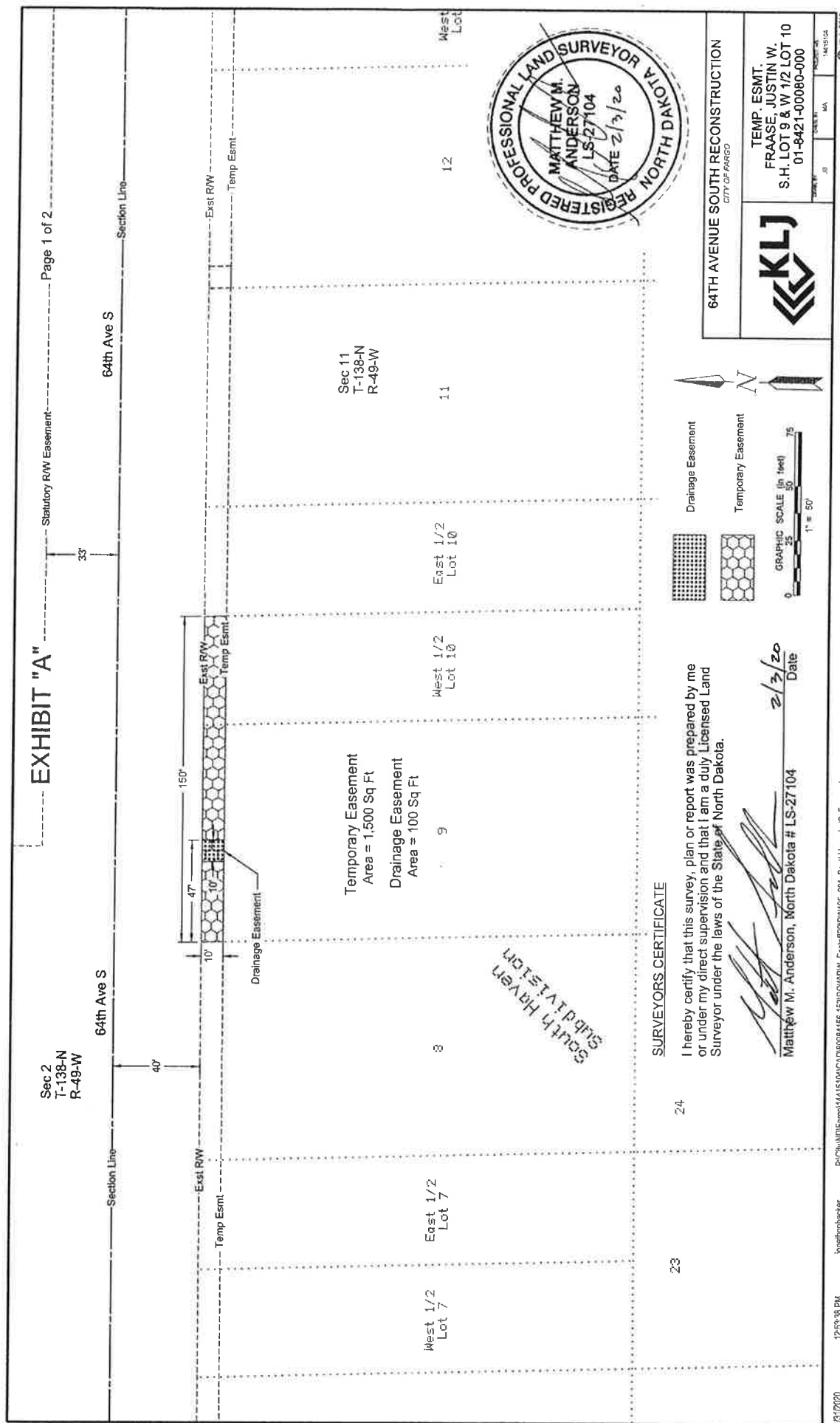


EXHIBIT "A"

Page 2 of 2

Lot 9 & W1/2 of Lot 10, SOUTH HAVEN SUBDIVISION

Temporary Construction Easement

A 10-foot wide temporary construction easement located in Lot 9 and the West Half of Lot 10, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet is as measured perpendicular to the north line of said Lot 9 and the West Half of Lot 10.

Said easement area is shown as the shaded area on "Exhibit A" and contains 1,500 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

Drainage Easement

A 10-foot by 10-foot permanent drainage easement located in Lot 9, SOUTH HAVEN SUBDIVISION, located in Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described as follows:

The North 10 feet of the East 10 feet of the West 47 feet of said Lot 9.

Said easement area is shown as the shaded area on "Exhibit A" and contains 100 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Matthew M. Anderson, ND LS-27104, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

 2/3/20 Date
Matthew M. Anderson, North Dakota # LS-27104



64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO



TEMP. ESMT.
FRAASE, JUSTIN W.
S.H. LOT 9 & W 1/2 LOT 10
01-8421-00080-000

COVER SHEET
CITY OF FARGO PROJECTS

24

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Street Lighting Rehabilitation & Incidentals

Improvement District No. SL-20-E

Call For Bids April 20, 2020

Advertise Dates April 27 & May 4, 2020

Bid Opening Date May 27, 2020

Substantial Completion Date October 16, 2020

Final Completion Date November 16, 2020

- ☒ PWPEC Report (Attach Copy)
- ☒ Engineer's Report (Attach Copy)
- ☒ Direct City Auditor to Advertise for Bids
- ☒ Bid Quantities (Attach Copy for Auditor's Office Only)
- ☒ Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

- ☒ Create District (Attach Copy of Legal Description)
- ☒ Order Plans & Specifications
- ☒ Approve Plans & Specifications
- ☒ Adopt Resolution of Necessity
- ☐ Approve Escrow Agreement (Attach Copy for Commission Office Only)
- ☒ Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SL-20-E1

Type: Request for Street Lighting Project

Location: Rose Creek 5th and 6th Additions

Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/20/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying communication from Division Engineer, Jeremy Gorden, related to the request for a Street Lighting Project for 2020 in Rose Creek 5th and 6th Additions.

The Home Owner's Association (HOA) in Rose Creek 5th and 6th Additions requested that we evaluate their street light poles. Upon evaluation, it was determined to replace 18 street light poles and paint in-place 24 street light poles. Staff met with the HOA President to discuss the recommendation and funding. Staff is proposing a 50/50 cost share on the 18 poles that need replacement and the HOA will fund the 24 poles that need in-place painting. Traffic Engineering will create a Special Assessment District for the project and bid it out this spring, with completion in the fall. Staff supports this request. If approved, the funding for this project would be from Special Assessments, Street Lighting & Traffic Control Utility, and from the HOA. Please see the attached map for further details, the red area is the replacement area, and the green area is the paint-in-place area. The estimated total project cost would be \$57,600, with cost shares of \$21,600 Specials, \$21,600 SLTCU, and \$14,400 HOA.

On a motion by Steve Sprague, seconded by Ryan Erickson, the Committee recommended that Street Lighting Improvement District SL-20-E1 be created.

RECOMMENDED MOTION:

Concur with the recommendation of PWPEC and approve the creation of Street Lighting Improvement District SL-20-E1 and direct Traffic Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments, Street Lighting & Traffic Control Utility, HOA

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

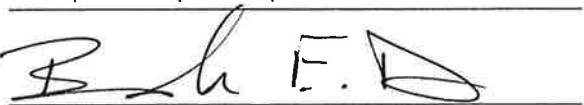
COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

ENGINEER'S REPORT
STREET LIGHTING REHABILITATION & INCIDENTALS
IMPROVEMENT DISTRICT NO. SL-20-E

Nature and Scope

This project calls for the replacement of 18 street light poles on Rose Creek Parkway East area.

Purpose

The project's goal is to replace the deteriorating street light poles on Rose Creek Parkway East.

Feasibility

The estimated cost of construction is approximately \$40,500.00. The cost breakdown is as follows:

<u>Estimated Construction Cost:</u>	<u>\$ 40,500.00</u>
Plus Engineering Fees 10%	\$ 4,050.00
Plus Interest Fees 4%	\$ 1,620.00
Plus Legal and Misc. Fees 3%	\$ 1,215.00
Plus Administrative Fees 4%	\$ 1,620.00
Plus Contingency Fees 10%	\$ 4,050.00
Total Estimated Cost:	\$ 53,055.00

Project Funding Summary:

Special Assessments (50%)	\$ 26,527.50
Street Lighting Traffic Control Device Utility Funds (50%)	\$ 26,527.50

We believe this project to be cost effective.





Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
STREET LIGHTING REHABILITATION & INCIDENTALS
IMPROVEMENT DISTRICT NO. SL-20-E

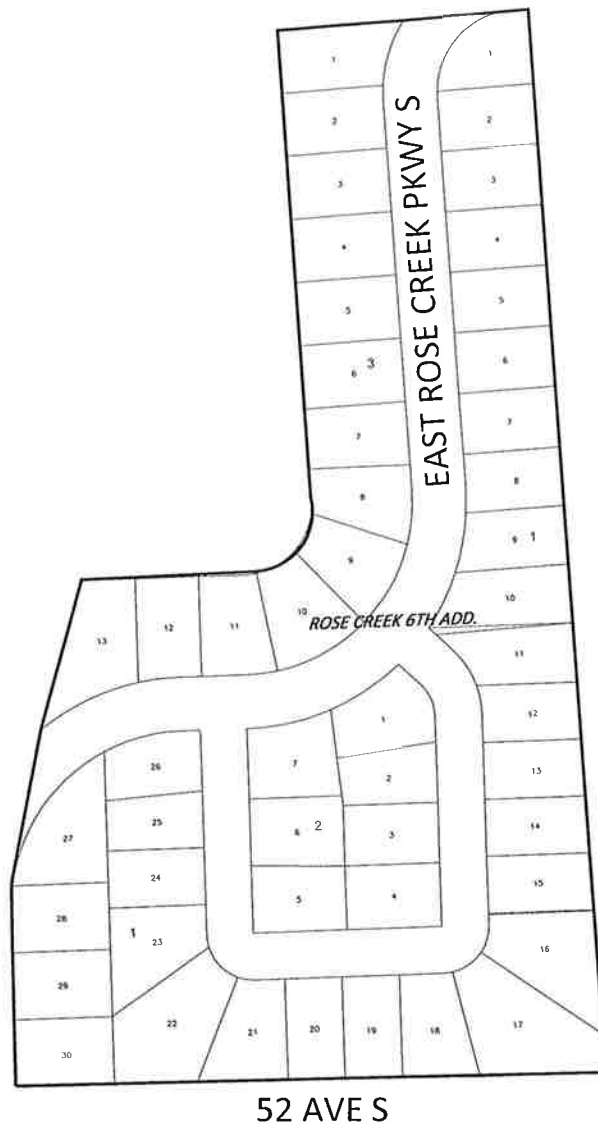
LOCATION:

Rose Creek Parkway East

COMPRISING:

Lots 1 through 30, Block 1.
Lots 1 through 7, Block 2.
Lots 1 through 13, Block 3.
Rose Creek 6th Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

STREET LIGHTING REHABILITATION & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-20-E1