FARGO CITY COMMISSION AGENDA
Monday, July 16, 2018 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City of Fargo Board of City Commissioners will convene into Executive Session at 4:00 p.m. for the purpose of attorney consultation in the following pending matters: Aaron L. Cockfield v. City of Fargo (Cass County District Court, Civil #09-2018-CV-00386) and Kelsh v. City of Fargo (NDDOLHR#: NDE1612337 and EEOC444-2016-01012) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the pending litigation and administrative matters. To discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2 and 9.

Regular Meeting at 5:00 P.M.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, July 2, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Repealing and Re-Enacting a Conditional Overlay District on Certain Parcels of Land Lying in Urban Plains by Brandt 1st Addition, Urban Plains by Brandt 2nd Addition, Urban Plains Medical Park Addition, Urban Plains Retail Addition, Urban Plains Center Addition, Urban Plains Northeast Retail Addition and Urban Plains Northeast Retail 2nd Addition; 1st reading 7/2/18.

2. Receive and file General Fund – Budget to Actual through June 30, 2018 (unaudited).

3. Resolution Ratifying Sale of $42,965,000.00 Refunding Improvement Bonds, Series 2018D.

4. Applications for Games of Chance:
   a. Cassie Kraft Benefit for a raffle on 7/28/18; Public Spirited Resolution.
   b. Nativity Elementary School for a raffle on 2/1/19.
   c. Knights of Columbus 4th Degree Assembly 788 for a calendar raffle from 1/1/19 to 1/31/19.
   d. YMCA of Cass and Clay Counties for a raffle and raffle board on 8/7/18.

5. Notice of Grant Award Amendment with the ND Department of Health for the WIC Program (CFDA #10.557).

6. Bid award for the replacement of radio frequency identification security gates at the Fargo Public Library (RFP18021).

7. Bid award for copiers and service agreements at City Hall (RFP18205).

8. Bid award for professional printing services for a three-year term, with the option for two, one-year extensions (RFP18209).

9. Bid award for City Hall window coverings (RFP18210).

10. Bid award for professional moving services (RFP18212).

11. Quote from Ziegler Cat in the amount of $363,215.07 for the reconditioning of the landfill gas generator.

12. Sole Source Procurement for firing range maintenance, repair and service to Best Technology Systems, Inc. in the amount of $25,830.00.

13. Easement (Pump Station) with Cass Rural Water Users District for Sanitary Lift Station #59 site.

14. Bid award for signs (RFP18174).

15. Bid award for sign materials (RFP18175).

16. Developer and Road Use Agreement with Block 9 Partners, LLC.

17. Bid advertisement for Project Nos. SN-18-C2 and UR-18-A.

18. No bids were received for Project No. SN-18-C1 and project will be rebid under Project No. SN-18-C2.

19. Extension of the 2017/2018 highway deicing salt contract (RFP16021) with Compass Minerals America, Inc. for the 2018/2019 snow season at a price of $96.76 per ton.

20. Agreement with Howard and Barbara Gensler.

21. Contract and bond for Project No. FM-15-F2.

22. Bills.

23. Bid rejection for Improvement District Nos. BN-18-F1

24. Bid award for Improvement District No. BN-18-K1.

REGULAR AGENDA:

25. Presentation regarding the Neighborhood Revitalization Initiative (NRI) Program.

26. Revised Resolution adopting rules and regulations relative to the operation of the agenda and conduct of City Commission meetings; delayed from the 7/2/18 Regular Meeting.

27. Public Hearings – 5:15 pm:

    a. Zoning Change from MR-2, Multi-Dwelling Residential to SR-3 and SR-5, Single-Dwelling Residential on Lots 10 and 12-17, Block 3, Lots 2-5, the West 7 feet of Lot 6, the East 135 feet of Lots 7 and 8, and Lot 9, Block 5, and Lot 7, Block 8, Woodruffs Addition; Lots 1-3, and the West Half of Lots 4-7, Block W, Chas A Roberts Addition; West 86 feet of Lots 9-12, Block X, Erskines Addition; and the South 71 feet less the West 59 feet of the North 115 feet of Lot 4, and the North 10 feet of Lot 5, Block 4, Island Park Addition (703, 705, 913, 927, 1001, 1003, 1009 and 1101 4th Street South; 920 5th Street South; 912, 918, 924 and 926 6th Street South; and 415, 418, 419, 421, 422, 424, 426, 501, 503, 505, 507 and 514 10th Avenue South); approval recommended by the Planning Commission on 6/5/18:
        1. 1st reading of rezoning Ordinance.

28. 2nd reading and final adoption of an Ordinance Amending Sections 18-0304, 18-0308 and Enacting Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks; delayed from the 7/2/18 Regular Meeting.

29. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project Costs in the amount of $1,216,849.00.

30. Consider directing appropriate staff to prepare four Renewal Plans for blocks in the Roosevelt neighborhood.

31. Recommendations for appointments to the Human Relations Commission.

32. Consider owner supplied extra items and funding sources related to the City Hall Project.

33. Discussion regarding special events in Fargo.

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 web site at www.FargoND.gov/citycommission.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ENACTING A CONDITIONAL OVERLAY DISTRICT ON CERTAIN PARCELS OF LAND LYING IN URBAN PLAINS BY BRANDT 1ST ADDITION, URBAN PLAINS BY BRANDT 2ND ADDITION, URBAN PLAINS MEDICAL PARK ADDITION, URBAN PLAINS RETAIL ADDITION, URBAN PLAINS CENTER ADDITION, URBAN PLAINS NORTHEAST RETAIL ADDITION, AND URBAN PLAINS NORTHEAST RETAIL 2ND 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 Urban Plains by Brandt 1st Addition, Urban Plains by Brandt 2nd Addition, Urban Plains Medical Park Addition, Urban Plains Retail Addition, Urban Plains Center Addition, Urban Plains Northeast Retail Addition, and Urban Plains Northeast Retail 2nd Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 5, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 2, 2018; and,

WHEREAS, it is intended by this ordinance that the base zoning districts applicable to the property described herein shall remain unchanged and that the intended effect hereof is to repeal one or more a "C-O", Conditional Overlay, District and to re-enact and re-establish a modified version of a "C-O", Conditional Overlay, District;

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Five (5), Block One (1) and Lot One (1), Block Two (2) of Urban Plains by Brandt 3rd Addition to the City of Fargo; AND, Lots Two (2) through Four (4), Block Five (5) and Lots Three (3) and Four (4), Block Eight (8) of Urban Plains by Brandt 1st Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

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Section 2. The following described property:

Lots Two (2) and Three (3), Block One (1), Lot Two (2), Block Two (2), Lots Two (2) and Three (3), Block Five (5), and

Lot 1, Block 5 of Urban Plains by Brandt Second Addition, LESS the Parcels A and B, described more fully below:

PARCEL A: A parcel of land lying within the northerly 212.00 feet of Lot 1, Block 5 of URBAN PLAINS BY BRANDT SECOND ADDITION to the City of Fargo as files on record at the Office of the Recorder, Cass County, North Dakota, more particularly described as follows:

> Commencing at the southwest corner of said Lot 1; thence North 02 degrees 28 minutes 56 seconds West, (Basis of Bearing is said Plat) along the west lien of said Lot 1, a distance of 400.09 feet to the northwest corner of said Lot 1; thence easterly along the north line of said Lot 1 and on a curve concave to the south, for a distance of 284.26 feet, said curve having a radius or 980.22 feet; an interior angle of 16 degrees 36 minute 56 seconds, and chord bearing South 84 degrees 13 minutes 59 seconds East to the POINT OF BEGINNING; thence continue easterly along said north line and on a curve concave to the south, for a distance of 160.16 feet, said curve having a radius of 980.22 feet; an interior angle of 09 degrees 21 minutes 42 seconds, and chord bearing South 71 degrees 14 minutes 39 seconds East; thence easterly along said north line and on a reverse curve concave to the north, for a distance of 4.85 feet, said curve having a radius of 5000.00 feet, an interior angle of 00 degrees 03 minutes 20 seconds, and chord bearing South 66 degrees 35 minutes 28 seconds East; thence South 23 degrees 43 minutes 13 seconds West, a distance of 212.00 feet to a point on a non-tangent curve; thence westerly 129.32 feet on said curve concave to the south, said curve having a radius of 768.22 feet; an interior angle of 09 degrees 38 minutes 43 seconds. And chord bearing North 71 degrees 06 minutes 09 seconds West; thence North 14 degrees 04 minutes 29 seconds East, a distance of 212.00 feet to the POINT OF BEGINNING. [Said parcel containing 31,200 square feet, more or less, and being described on that certain instrument recorded at the office of the Recorder, County of Cass and State of North Dakota as Document Number 1424729]; and,

PARCEL B: A parcel of land lying within the northerly 212.00 feet of Lot 1, Block 5, of URBAN PLAINS BY BRANDT SECOND ADDITION to the City of Fargo as filed and on record at the Office of the Recorder, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of said Lot 1; thence North 02 degree 28 minutes 56 seconds West (Basis of Bearing is said Plat) along the west line of said Lot 1, a

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distance of 400.09 feet to the northwest corner of said Lot 1 and the POINT OF BEGINNING; thence easterly along the north line of said Lot 1 and on a curve concave to the south, for a distance of 284.26 feet, said curve having a radius of 980.22 feet; an interior angle of 16 degrees 36 minutes 56 seconds, and chord bearing South 84 degrees 13 minutes 59 seconds East; thence South 14 degrees 04 minutes 29 seconds West, a distance of 212.00 feet to a point on a non-tangent curve; thence westerly 223.00 feet on said curve concave to the south, having a radius of 768.22 feet; an interior angle of 16 degrees 37 minutes 55 seconds, and chord bearing North 84 degrees 14 minutes 28 seconds West to a point on the west line of said Lot 1; thence North 02 degrees 28 minutes 56 seconds West, along said west line, a distance of 212.00 feet to the POINT OF BEGINNING. [Said parcel containing 53,770 square feet, more or less, and being described on that certain instrument recorded at the office of the Recorder, County of Cass and State of North Dakota as Document Number Document #1425726]

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below:

Section 3. The following described property:

Lots Five (5) through Six (6), Block One (1) of Urban Plains Medical Park Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

Section 4. The following described property:

Lots Seven (7) through Nine (9), Block One (1), Urban Plains Retail Addition and that part of Lot Ten (10), Block One (1), Urban Plains Retail Addition described as follows:

Lot Ten (10) less part of Lot Ten (10), Block One (1) Described As: Beginning at the Northeast corner of Lot Nine (9); then South 88°49'52" West on Northerly line of said Lot Nine (9) for a distance of 259.75 feet to the Northwest corner of said Lot Nine (9); then North 01°10'08" West 115.92 feet; then North 24°41'21" E 74.92 feet to the Northerly line of said Lot Ten (10); then South 65°18'39" East on said Northerly line for a distance of 274.50 feet to the Northeast corner of said Lot Ten (10); then Southerly of the Easterly line of said Block One (1) along a circular curve concave to the West having a radius of 450 feet, a delta angle of 08°29'44" and an arc length of 66.72 feet to the point of beginning.

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is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District is as set forth in Section 8 of this ordinance, below,

Section 5. The following described property:

Lots One (1) through Three (3), Block Three (3) and Lot One (1), Block Four (4) of Urban Plains Center Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below,

Section 6. The following described property:

Lots One (1) and Two (2), Block One (1) of Urban Plains Northeast Retail 3rd Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8 of this ordinance, below

Section 7. The following described property:

Lots Two (2) through Three (3), Block One (1) of Urban Plains Northeast Retail 2nd Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to retain the base zoning district for said property and to repeal and re-enact the "C-O", Conditional Overlay, District such that the re-enacted "C-O", Conditional Overlay, District be, and hereby is, as set forth in Section 8, below:

Section 8. The "C-O", Conditional Overlay, District terms are as follows:

Part A): The following requirements apply to all mixed-use and non-residential development:

1) Description

This C-O, Conditional Overlay district is primarily intended to encourage high-Quality, durable, and long-lasting investments in order to enhance the quality of life and discourage blight. To that end, it is intended that all properties be designed to a human scale and that buildings should have architectural interest and variety

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through the use of articulated façades. In order to avoid the effect of a single, long, or massive wall with no relation to human scale, it is intended that articulated façades should include elements such as setbacks, change in materials, roof pitch or height variability.

2) Building form and style

2.1 Entrances and pedestrian walkway features leading to entrances shall be provided from both the parking areas and the street right-of-way.

2.2 All building elevations/façades greater than 150 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two feet, and the cumulative total horizontal width of all projections and/or recesses within a façade shall equate to at least an accumulated total of 20 percent of the overall horizontal length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet.

2.3 Ground floor façades of non-residential buildings that face public right-of-way shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50 percent of its horizontal length.

2.4 All buildings, regardless of size, shall have clearly-defined, highly-visible, public entrances that connect to public spaces, streets, pedestrian paths and plazas with no fewer than two of the following:

i. Canopies, awnings or porticos
ii. Recesses/projections varying the façade
iii. Raised corniced parapets over the door
iv. Peaked roof forms
v. Arches or arcades
vi. Entry courts
vii. Raised landscape planters and/or wing walls integrated with the building

2.4 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems

or glass. All materials shall be commercial grade, durable, and have a multi-generational life span.

2.5 Accent Materials – In conjunction with the principle materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater than 20 percent of each building façade.

2.6 Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other enclosures. The average height of such parapets shall not exceed fifteen percent of the height of the supporting wall.

2.7 Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units shall be visually screened from adjacent public right-of-way by structures and/or landscaping. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

2.8 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

3) Site Design

3.1 A minimum of 5% of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

3.2 Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

i. Parking lots or parking structures
ii. Any public sidewalk or multi-use path along the perimeter of the lot
iii. Entrances of other buildings on the site
iv. Any public sidewalk system along the perimeter streets adjacent to the development

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v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings— where deemed practical and appropriate by the Zoning Administrator

4) Prohibited Uses
For the purposes of this Conditional Overlay, the following uses are prohibited:

4.1 Portable advertising signs

4.2 Detention facilities

4.3 Self-service storage

4.4 Vehicle repair

4.5 Vehicle service, limited

4.6 Industrial uses

4.7 Adult entertainment center

5) Conditional Uses
For the purposes of this Conditional Overlay, the following uses require approval of a Conditional Use Permit in accordance with Section 20-0909 of the LDC:

5.1 Off-premise advertising

6) Definitions
For the purposes of this Conditional Overlay, the following terms shall have the meanings ascribed to them:

6.1 *Façade*: Any exterior side of a building as viewed from a single direction. Said direction is typically perpendicular to the exterior side of the building being viewed.

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6.2 *Depth*: A horizontal distance that is perpendicular to a building façade.

6.3 *Elevation*: A horizontal orthographic projection of a building on to a vertical plane, the vertical plane being parallel to one side of the building

Part B): The following requirements apply to all residential development:

1) Description

This C-O, Conditional Overlay district is primarily intended to encourage high-quality, durable, and long-lasting investments in order to enhance the quality of life and discourage blight. To that end, it is intended that all properties be designed to a human scale and that buildings should have architectural interest and variety through the use of articulated façades. In order to avoid the effect of a single, long, or massive wall with no relation to human scale, it is intended that articulated façades should include elements such as setbacks, change in materials, roof pitch or height variability.

2) Building form and style

2.1 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Horizontal metal lap siding and vertical metal batten shall be allowed on residential structures but should not exceed 75% of the building elevation.

2.2 Accent Materials – In conjunction with the principle materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater than 20 percent of each building façade.

2.3 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by walls or fencing. Dumpsters and refuse containers shall contain walls or fencing on at least three sides with the service opening not directly facing any public right-of-way

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or residentially zoned property. The fourth side shall incorporate a gate to visually screen the dumpsters or refuse containers.

3) Site Design

3.1 Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

i. Parking lots or parking structures
ii. Any public sidewalk or multi-use path along the perimeter of the lot
iii. Entrances of other buildings on the site
iv. Any public sidewalk system along the perimeter streets adjacent to the development
v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings—where deemed practical and appropriate by the Zoning Administrator.
vi. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

Section 9. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 10. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

(2)

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH JUNE 30, 2018
(UNAUDITED)

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 24,664,445	$ 25,556,891	$ 892,446
Licenses & Permits	2,142,970	2,441,765	298,795
Fines & Traffic Tickets	1,048,240	941,976	(106,264)
Intergovernmental Revenue	6,901,382	6,206,162	(695,220)
Charges for Services	6,622,645	5,874,728	(747,917)
Interest	1,778,458	2,505,078	726,620
Miscellaneous Revenue	328,786	366,929	38,143
Transfers In	8,860,991	8,841,000	(19,991)
Total Revenues	**$ 52,347,917**	**$ 52,734,529**	**$ 386,612**
EXPENDITURES:			
City Administrator	$ 3,330,786	$ 3,298,136	$ 32,650
Finance	3,858,865	3,713,818	145,047
Planning & Development	1,790,281	1,584,590	205,691
Transit	3,739,283	3,559,640	179,643
Public Works	8,149,861	7,669,547	480,314
Fire Department	6,372,454	6,260,056	112,398
Police	10,116,409	9,803,947	312,462
Health	5,194,787	5,206,917	(12,130)
Library	2,092,573	2,170,110	(77,537)
Commission	339,921	326,035	13,886
Civic Center	244,366	217,008	27,358
Social Services	358,400	339,996	18,404
Capital Outlay	525,246	358,345	166,901
Vehicle Replacement/IT	927,335	375,948	551,387
Contingency	(46,510)	6,231	(52,741)
Transfers Out	3,576,151	3,694,633	(118,482)
Total Expenditures	**$ 50,570,208**	**$ 48,584,957**	**$ 1,985,251**
Excess of Revenue Over (Under) Expenditures	**$ 1,777,709**	**$ 4,149,572**	**$ 2,371,863**

CITY OF Fargo

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

(3)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: RESOLUTION RATIFYING SALE OF $42,965,000 REFUNDING IMPROVEMENT BONDS, SERIES 2018D

DATE: JULY 10, 2018

The City of Fargo sold bonds on Wednesday, July 11, 2018 pursuant to the bond sale parameters resolution approved on July 2, 2018. The results of the sale were positive with six bidders and a final interest rate of 3.37%. This was lower than the expected rate of 3.55% anticipated. Baird was the winning bidder for this sale.

Moody's Investors Service performs a City credit review for our bond issues as part of the bond sales process. They affirmed our existing Aa1 bond rating; however, they amended our future outlook from stable to negative based upon flattening of General Fund revenues and a declining local sales tax trend line.

A ratifying resolution accepts the sales results and provides a permanent record of this transaction. Your approval of the resolution is requested.

Suggested Motion:

Approve a resolution ratifying the sale of $42,965,000 Refunding Improvement Bonds sold on July 11, 2018.

Printed on Recycled paper.

RESOLUTION RATIFYING SALE OF $42,965,000 REFUNDING IMPROVEMENT BONDS, SERIES 2018D

WHEREAS, the City Commission (the "Commission"), of the City of Fargo, Cass County, North Dakota (the "Issuer"), by resolution adopted July 2, 2018 (the "Warrant Resolution") has previously authorized the issuance of certain definitive warrants of the Issuer (the "Warrants") for the construction of improvements in the related improvement districts previously authorized by the Issuer (the "Improvements");

WHEREAS, the Commission the Issuer, by resolution adopted July 2, 2018 (the "Bond Resolution," and together with the Warrant Resolution, the "Resolutions") has previously authorized the issuance of Refunding Improvement Bonds, Series 2018D (the "Bonds," and together with the Warrants, the "Obligations") to refund the Warrants and finance the Improvements;

WHEREAS, the Bond Resolution authorized the issuance and sale of the Bonds in the aggregate principal amount not to exceed $43,500,000, subject to adjustment in accordance with the Official Terms of Offering attached thereto;

WHEREAS, pursuant to the Official Terms of Offering and the Official Statement prepared on behalf of the City by Springsted Incorporated, sealed proposals for the purchase of the Warrants were received at or before the time specified for receipt of proposals.

BE IT RESOLVED by the Commission of the Issuer as follows:

1. All actions heretofore taken by the City Auditor, City Finance Director, and others relating to the issuance sale of the Warrants and the issuance and exchange of the Bonds, are approved, ratified, and confirmed; that, having considered all bids received for the purchase of the Warrants, it is hereby found and determined that the most favorable of such bids is that of Robert W. Baird & Co., Inc., Red Bank, New Jersey (the "Purchaser") to purchase the Warrants at the price set forth in **Attachment A** hereto, and such Warrants are awarded to the Purchaser, on the condition that such Warrants shall be exchanged for Bonds bearing interest at the respective annual interest rates from date of issue until paid or discharged and maturing on May 1 in the years and in the amounts set forth in **Attachment A** which terms are equivalent to an average annual true interest cost on the Bonds set forth in **Attachment A**; that the Mayor and City Auditor are authorized and directed to make and execute all documents necessary on the part of the Issuer for the sale of the Warrants in accordance with this proposal; that the good faith check or deposit furnished by the successful bidder shall be retained by the City Auditor until delivery and exchange of the Bonds and Warrants; and that the good faith checks or deposits of other bidders shall be returned to them forthwith.

_____
Mayor

Attest:

_____
City Auditor

COMMISSIONER _____ introduced the following resolution and moved its adoption. The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof:

COMMISSIONERS _____.

The following were absent and not voting: _____,

and the following voted against the same:

_____, whereupon the resolution was declared duly passed and adopted.

Attachment A

SCHEDULE OF MATURITIES AND INTEREST RATES:

SERIES 2018D BONDS

Year (May 1)	Amount	Interest Rate	Year (May 1)	Amount	Interest Rate
2020	$ 1,200,000	3.000%	2032	$ 1,850,000	3.000%
2021	1,250,000	3.000	2033	1,910,000	3.125
2022	1,275,000	5.000	2034	1,815,000	4.000
2023	1,350,000	5.000	2035	1,885,000	3.250
2024	1,415,000	3.000	2036	1,950,000	3.375
2025	1,450,000	3.000	2037	2,015,000	3.375
2026	1,500,000	3.000	2038	2,085,000	3.500
2027	1,550,000	5.000	2039	2,100,000	3.500
2028	1,625,000	5.000	2040	2,175,000	3.500
2029	1,700,000	2.700	2041	2,250,000	3.500
2030	1,750,000	2.900	2042	2,325,000	3.500
2031	1,800,000	3.000	2044	2,740,000	3.625

Aggregate Principal Amount: $42,965,000.00

Purchase Price: $43,472,159.48

Average Annual True Interest Cost: 3.3738629%

CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that the preceding resolution attached hereto is a full, true, and correct copy of the RESOLUTION RATIFYING SALE OF $42,965,000 REFUNDING IMPROVEMENT BONDS, SERIES 2018D adopted by the governing body of the City of Fargo at the meeting held on July 16, 2018, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this _____ day of July, 2018.

_____
City Auditor

(S E A L)

4841-5432-7145\3

(4a)

$25.00
CC 7685
7-10-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Cassie Kraft Benefit	7-28-18 to 7-28-18	7-28-2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Donna Bourcy		701-261-9091

Business Address	City	State	Zip Code
808 17th St. N.	Moorhead	MN	56560

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Red River Lanes / Slammers	707 28th Ave. N

City	State	Zip Code	County
Fargo, ND	ND	58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle (5)	meat	500.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00
Raffle	meat	100.00

(Limit $12,000 per year)
Total: $ 2,200.00

Intended uses of gaming proceeds: Living expenses for Cassie Kraft also medical + travel if needed.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Donna M. Bourcy	7-9-2018		701-261-9091

(46)

V 009225

25.00

7/6/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Nativity Elementary School	to	2/1/2019

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Antoinette Johnson	PTO Fundraising Coordinator	(612) 919.3698

Business Address	City	State	Zip Code
1825 11th St S	Fargo	ND	58103

Mailing Address (if different)	City	State	Zip Code
325 36 Ave E	West Fargo	ND	58078

Name of Site Where Game(s) will be Conducted	Site Address
Nativity Elementary School	1825 11th St S

City	State	Zip Code	County
Fargo	ND	58078	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash Prize (1)	$ 500
Raffle	Cash Prize (2)	$ 250 each
Raffle	Cash Prize (10)	$ 100 each

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 2,000.-

Intended uses of gaming proceeds: Fundraiser for the elementary school. The proceeds will be used for classroom improvements.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Antoinette A Johnson	7/6/18	PTO Fundraising Coordinator	(612) 919.3698

(4C)

25.00 cash
7/11/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Knights of Columbus 4th Deg. Assembly 788	01-01-19 to 01-31-19	1-21-2019

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
John A. Herlick	Raffle Chairman	701 412 6776

Business Address	City	State	Zip Code
104 Meadowlark Lane NE	Fargo	ND	58102-2160

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
St. Mary's Cathedral Social Hall	614 - 7th St N

City	State	Zip Code	County
Fargo	ND	58102	Cass

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

[ ] Bingo [ ] Raffle [ ] Raffle Board [x] 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
Calendar Raffle	Cash	$1,390.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 1390.00

Intended uses of gaming proceeds: Charity & Scholarships

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
John A Herlick	7-10-18	Raffle Chairman	701-412-6776

4d

$25.00
23011
7-11-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Ymca Of Cass & Clay Counties	8/7/2018 to 8/7/2018	8/7/2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Karen Engelter	Coordinator	(701) 364-4120

Business Address	City	State	Zip Code
400 1st Ave. S.	Fargo	ND	58103-0000

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Edgewood Golf Course	19 Golf Course Rd.

City	State	Zip Code	County
Fargo	ND	58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Hockey Jersey	$150
Raffle	Drekker Brewing	$68
Raffle	DL Country Club	$275
Raffle	Painting	$300
Raffle	Doolittles	$200
Raffle	Proof Basket	$100
Raffle	Grain Designs	$300
Raffle	Junkyard Brewing	$20
Raffle	Mary & Martha	$60

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	TV	500

Total: (Limit $12,000 per year) $ 1,973

Intended uses of gaming proceeds: All funds raised will support the Y's Paul Howry Endowment Fund which benefits the YMCA participants with mental and physical disabilities.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	7/12/2018	President	(701) 364-4114

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

(5)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 29, 2018

RE: CONTRACT AMENDMENT FOR $12,500 WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR WIC PROGRAM
CONTRACT NO. G17.452A CFDA NO. 10.557

The attached contract amendment with the North Dakota Department of Health is for the WIC program.

The following budget adjustments need to be made:

2017 Expense:		
Out of State Travel	101-6090-451-57-60	$ 2,000
Computer Equipment	101-6090-451-74-11	$ 7,500
2017 Revenue:		
WIC Grant	101-0000-331-12-29	$12,500

Please call Ruth Roman at 241-1380 if you have any questions.

Suggested Motion: Move to approve the contract amendment with North Dakota Department of Health for the WIC program.

RB/la
Enclosure

	NOTICE OF GRANT AWARD AMENDMENT SFN 59919 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.452A	Special Supplemental Nutrition Program for Women, Infants, and Children	10.557	10/1/2017	9/30/2018
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
10/2/2017	U.S. Department Of Agriculture	183ND7071003	Program	
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				
TITLE OF PROJECT/PROGRAM	Women, Infant & Children (WIC)	**NDDoH PROJECT CODE**	4561 HLH3158 01	
GRANTEE NAME	Fargo/Cass Public Health WIC	**PROJECT DIRECTOR**	Colleen Pearce	
ADDRESS	1240 25 Street South	**ADDRESS**	600 East Boulevard Ave, Dept. 301	
CITY/STATE/ZIP	Fargo, ND 58103-2367	**CITY/STATE/ZIP**	Bismarck, ND 58505-0200	
CONTACT NAME	Kim Vance	**CONTACT NAME**	Colleen Pearce	
TELEPHONE NUMBER	701-277-1455	**TELEPHONE NUMBER**	701.328.2496	
EMAIL	KVance@FargoND.gov	**EMAIL**	cpearce@nd.gov	

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$12,500	$0	$12,500
Previous Funds Awarded	$509,650	$0	$509,650
Total Funds Awarded	$522,150	$0	$522,150

SCOPE OF SERVICE	This amendment provides additional funding of $2,000 to attend the National WIC Nutrition and Breastfeeding Conference, $3,000 for staff maternity leave and $7,500 to purchase five desk top computers with software. All other scope of service requirements of the original agreement remain the same.
REPORTING REQUIREMENTS	All reporting requirements of the original agreement remain the same.

INDIRECT RATE (check one)	___x___ Subrecipient waived indirect costs	_____ De minimis rate of 10%	Negotiated/Approved rate of _____%
SPECIAL CONDITIONS	None.		

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only _____ Requirements received] and (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 6/29/18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		Colleen Pearce, Director, Division of Family Health and Nutrition	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.

Fargo Public Library

(6)

July 16, 2018

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA/ISD
Director
Fargo Public Library

The Fargo Public Library utilizes radio frequency identification security gates to prevent the theft of items. The current gates are in need of replacement due to age and functionality issues.

Recommended motion:

I/We hereby move based on the request for proposal (RFP18021) to contract with Bibliotheca LLC for the replacement of radio frequency identification security gates.

Attachments:

Proposal from Bibliotheca LLC

Fargo Public Library

RFID Security Gates

Submittal date: March 21, 2018

ORIGINAL

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transforming libraries

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transforming libraries

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Confidentiality and limited use. The content of this proposal is strictly confidential and is not to be passed to, or transferred by any means, in whole or in part, to any third party without the express and prior written authority of bibliotheca.

Accuracy of RFP and warranties. The information contained in this document represents bibliotheca's current view of the planned RFID deployment. The RFID industry is particularly dynamic, and bibliotheca's proposal must constantly be updated to reflect changing market conditions, technologies, and standards. This document must not be interpreted as a commitment on the part of bibliotheca, and bibliotheca cannot guarantee the accuracy of any information contained in this report after the date of its publication.

This document is intended for informational purposes only, and bibliotheca offers and makes no warranties, express or implied, in this document, unless clearly stated. Products, logos, and company names contained within this report may be the trademarks of their respective owners, and where this is the case, these are acknowledged. **All rights reserved: Bibliotheca, LLC DBA bibliotheca, 2017**

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March 20, 2018

Benjamin Daeuber
Technology and Electronic Resources Librarian
Fargo Public Library
102 3rd Street North
Fargo, ND 58102

Re: RFID Security Gates

Dear Benjamin:

Encouraging patron discovery, increasing library usage, meeting your project goals – our proposed solution will help your library meet these objectives. Based on more than 45 years of serving library systems like yours, we propose a bibliotheca RFID gate™ security solution to help your library **increase material security, reduce material theft and enhance staff productivity**.

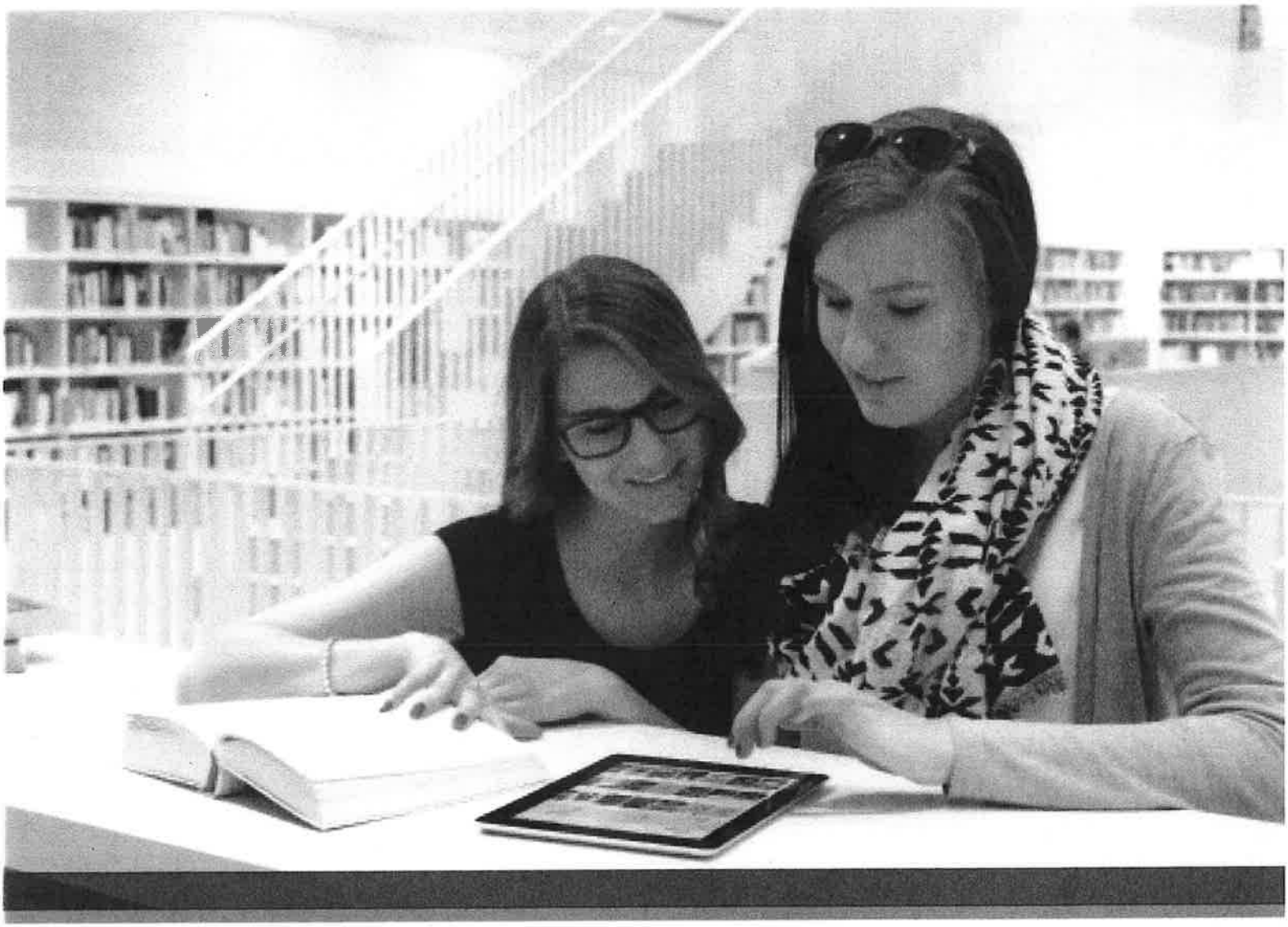
Our commitment to excellence ensures your staff, patrons and community receive the best security products and services in the library industry. The following are just a few of the many benefits to choosing our team as your RFID security gate partner:

- ✓ **Superior Detection.** Detects RFID tags better than any other library security system on the market.
- ✓ **Theft Reduction.** Largest detection area possible, the system helps ensure that no materials leave the library without being checked out.
- ✓ **Minimal Maintenance.** Our gates self-calibrate to your library's environment and contain diagnostics that reduce maintenance calls and ensure optimum performance.
- ✓ **Versatile.** Designed to fit a variety of floor plans and décors, our security gate has a variety of mounting options: direct mount, base plate or buried cable.

Our team is committed to working directly with your flooring vendors to schedule installation and repair to minimize disruption to your patrons. We look forward to building a strategic partnership with the Fargo Public Library for all its current and future RFID needs. If you have any questions, please contact me.

Sincerely,

Lucille Windsor
Business Development Manager
913-265-7749 | l.windsor@bibliotheca.com



Executive Summary

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Executive Summary

The goal of the Fargo Public Library is to upgrade its current RFID gate security solution so they can **increase material security, reduce material theft and enhance staff productivity**.

With the help of our proposed bibliotheca security solution, the Fargo Public Library will greatly enhance security for all its print and multimedia materials. Reasons for selecting bibliotheca as your RFID security gate provider includes:

We believe in libraries because they

Organize and preserve knowledge made accessible to all

Promote literacy without discrimination

Provide education opportunities to help people grow

Provide relevant services for their communities

Continually extend their services to meet the changing needs of patrons

Transform lives and fuel lifelong learning

Support public library's core mission of patron engagement

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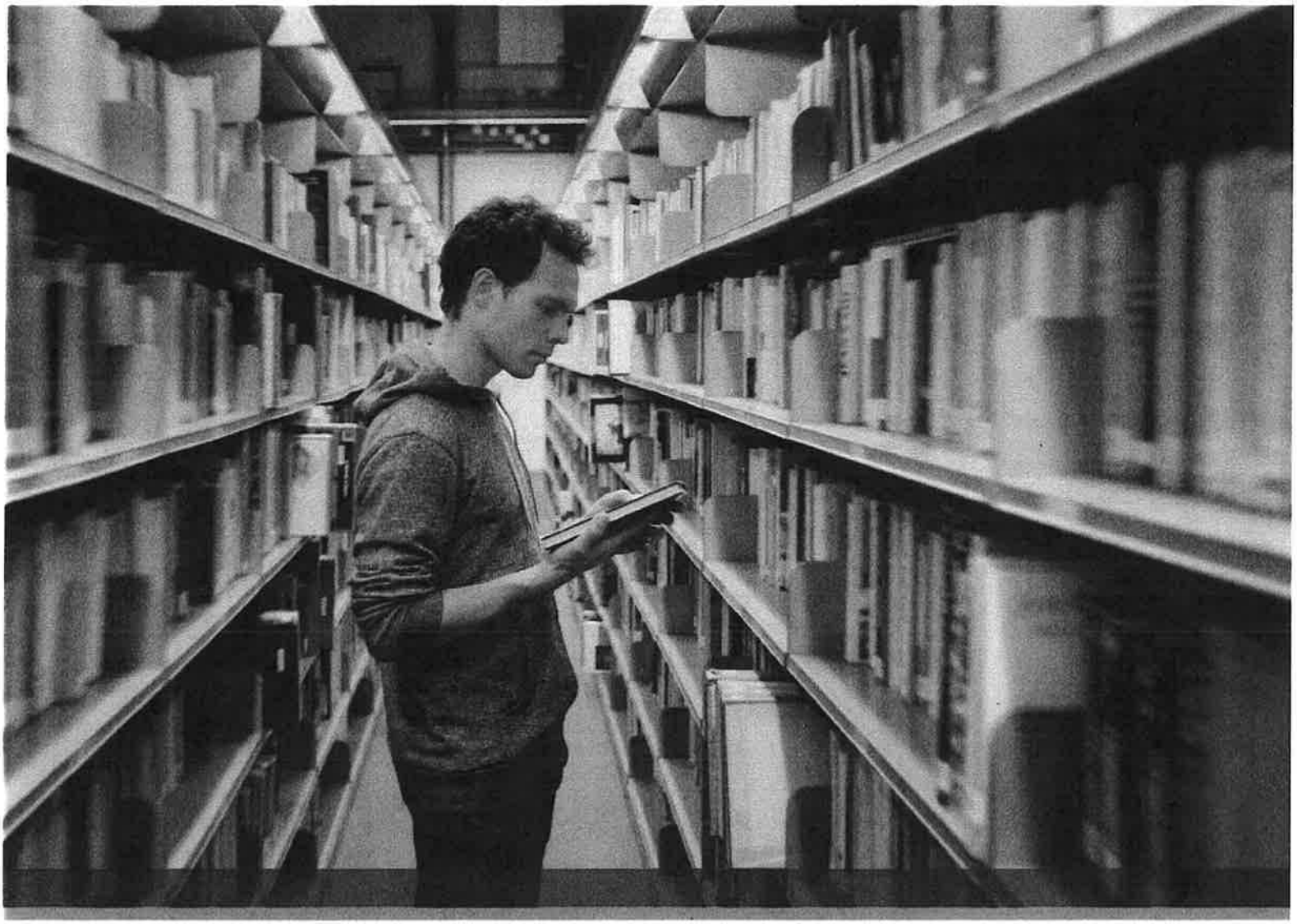
bibliotheca shares in and supports the critical mission of libraries around the globe. Oure goal is to serve as a trusted, reliable and innovative partner in the important work you do every day. We will help the Fargo Public Library achieve its unique RFID project needs in several unique ways:

Outstanding Service. With the combination of bibliotheca and 3M Library Systems, Fargo Public Library staff with realize a new service experience second to none in the industry. You can trust our technicians to be onsite quickly to keep your RFID system running at peak performance. We have technicians trained on our bibliotheca products in and around your area, who carry the most commonly used parts in their service vehicles. This ensures prompt repairs. In addition, we have an in-house help desk to answer any of your questions.

Strategic Vision. Lucille Windsor, your bibliotheca representative, and our project team will provide your staff with expert advice regarding your current and future library technology needs. This includes a thorough assessment of your library footprint and staff needs. The result is a detailed roadmap that ensures your RFID security gates perform at peak performance.

Secure your collection and increase staff efficiency. Our proposed security gate system will alert your staff when an unsecured item passes through it. In addition, staff will see a pop-up notification identifying the unsecured item.

Easing the Transition. We specialize in change management services. Our dedicated, onsite team takes the time to ensure your staff is comfortable with its new RFID system. We help guide your team members as roles expand so they can assist patrons with the services they value most. Our team's job is not done until your staff is completely satisfied.



Bid Requirements

Bid Requirements

- **Vendors will provide a quote for 4 sets of RFID security gates and accompanying software. Attached to this RFP will be pictures and descriptions of the physical area, as well as descriptions of work required to accommodate the gates.**

  bibliotheca proposes two gate models for your library locations. For the Main Library and Carlson branch, we propose a single aisle RFID gate™ premium. With its wide read range, the premium gate frees up traffic space by getting rid of a center pedestal. For the Northport branch, we propose a single aisle RFID gate™. And, as an optional element for the Carlson branch, we propose a dual aisle RFID gate™, which might be preferred given the branch's door configuration. Gate details and capacity are outlined on the following pages.
  Please refer to the Pricing section for details.

- **Vendors must outline the capacity and expected lifespan of proposed system.**

  Capacity and life expectancy of our proposed RFID security gates is typically 8 - 10 years, but we will service your gates well beyond that lifespan while under an annual service and maintenance agreement.

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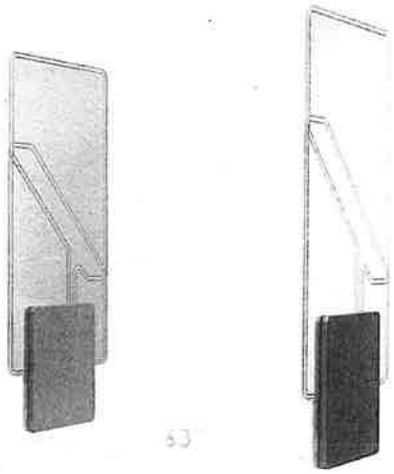
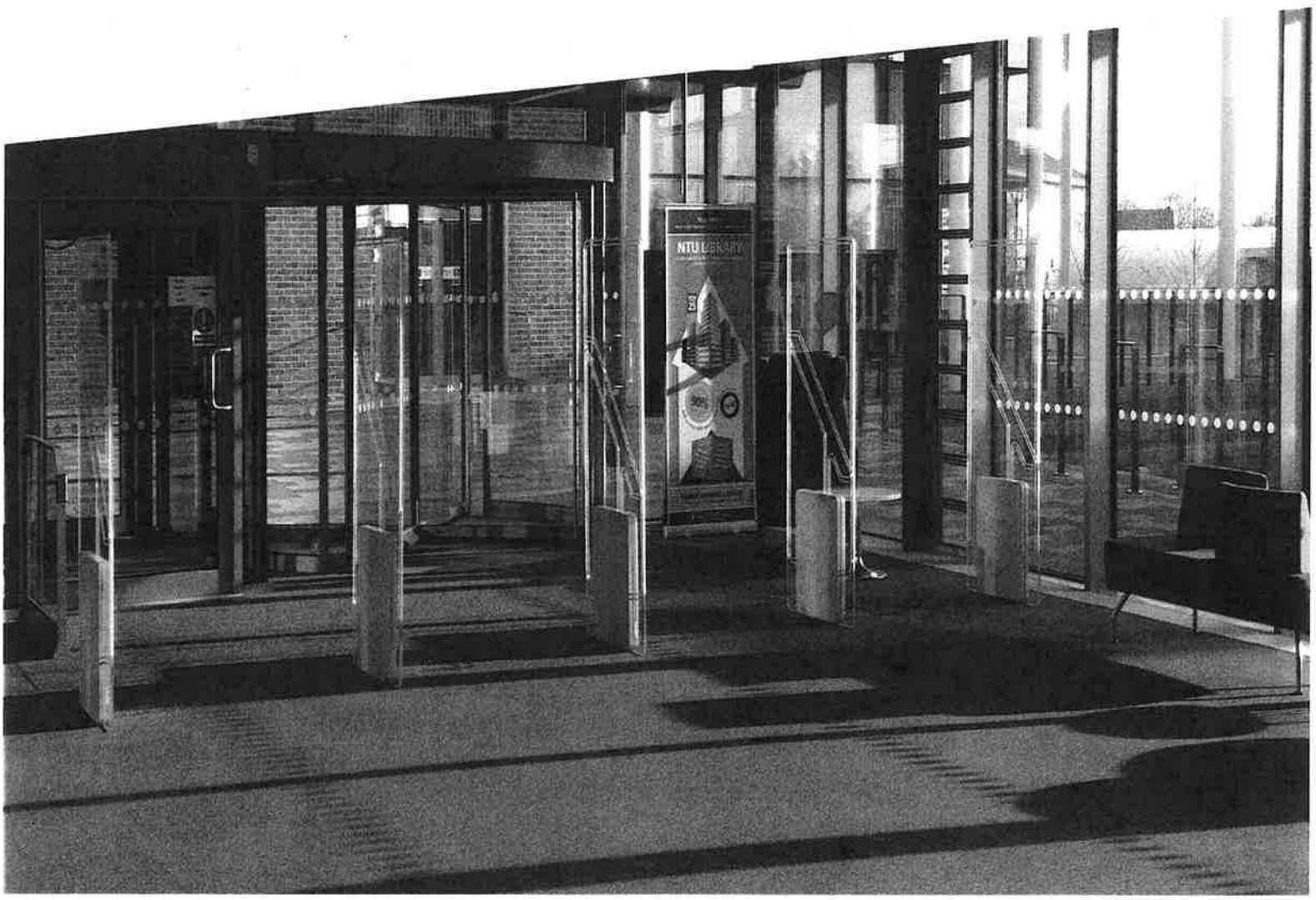
bibliotheca RFID gate™ premium

The most accommodating, wide-aisle security gate. Offering the most accommodating aisle entrance for libraries, the RFID gate premium is perfect for wheelchairs, wide strollers, and large groups of students. With a modern and stylish clear panel design, the bibliotheca RFID gate™ premium effectively deters theft of valuable library materials while elegantly enhancing the library aesthetic.



- Wider aisles increase accessibility
- Ensure peace of mind with remarkable RFID technology
- Remotely configure and pull management reports
- Analyze library traffic patterns with visible patron counter
- Choose an alarm color and alarm that fits your library
- Save energy during off-peak times
- Simple set-up and maintenance



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bibliotheca RFID gate™

Protect and secure your library materials using state-of-the-art RFID security gates. With a modern and attractive clear panel design, bibliotheca RFID gate™ not only offers superior detection but perfectly integrates with any library environment. RFID gate™ reduces accidental or deliberate removal of library items by detecting RFID tags in any orientation. Upon detection, a configurable alert provides an immediate audible and/or visual warning.

- Outstanding performance to protect your collection
- Analyze traffic patterns with visible patron counters
- Remotely configure and pull management reports
- Choose an alarm color and alarm that fits your library
- Combine multiple gates for wider entrances
- Save energy during off-peak times

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transforming libraries

bibliotheca staffConnect™ Gate Software

Our staffConnect™ gate software allows your library to better utilize the data that your security gate system can gather every day. This software can be installed on your staff computers, and can have a designated staff station to show notifications when an unsecured item passes through the gates. It can also show which gate was triggered and the item ID and title. An ILS connection is required for this added functionality.

staffConnect™ gate Technical Interface Window

This software has a technical interface, which houses the admin feature and allows for software configuration. It serves as the nerve center for communications with the pedestals and the ILS. For normal usage, staff will not need to access the technical interface.

Your staff will be able to see a variety of reports and other information as it is gathered throughout the day.

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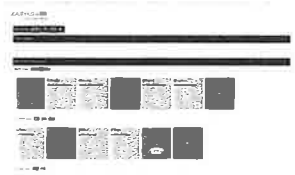
bibliotheca libraryConnect™

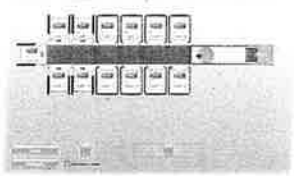
Everything you need in one place. libraryConnect™ is the only place you need to go to manage your entire suite of bibliotheca solutions. This one-stop portal allows you to access more information, have full transparency on all your products and connect with other like-minded libraries.



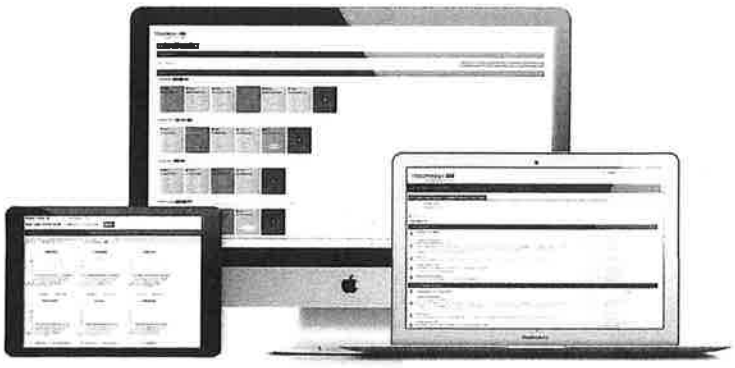
device configuration

live reports

detailed statistics



flex visualizer™



- Configure devices remotely and synchronize settings
- View status and reports on your library self-service devices
- Configure and manage flex AMH™ with integrated visualizer
- Share ideas with other bibliotheca customers through an online forum
- Access a wealth of self-help training materials, including videos and patron guides
- Access online customer support portal

- **Vendors will respond to questions in a timely manner.**

  Agreed.

- **Vendors will provide breakdown of installation services pricing.**

  Please refer to the Pricing section for details.

- **Vendors will provide at least 3 references from public libraries. References from some libraries in the Minnesota, North Dakota, or eastern South Dakota area would be preferred.**

  Below are three customer references for our proposed RFID security gate solution. Feel free to contact these references to learn about their success stories regarding the ease-of-use, simplicity and increased materials security of bibliotheca RFID products. If you have any questions, please contact Lucille Windsor, your bibliotheca Business Development Manager, at 913-265-7749 or l.windsor@bibliotheca.com.

<table>
<tr><th colspan="3">Ericson Public Library</th></tr>
<tr><td colspan="2">ILS
Polaris</td><td rowspan="5">Products
In 2017, the Ericson Public Library completed RFID implementation in its historic Carnegie building. bibliotheca provided selfCheck™ 500 freestanding kiosks with Novelist integration, one RFID gate™ premium gate, one RFID™ gate single, RFID workstations (shielded) and libraryConnect licenses.

bibliotheca completed 100 percent of the work for this RFID implementation.</td></tr>
<tr><td colspan="2">Address
702 Greene Street
Boone, IA 50036</td></tr>
<tr><td>Annual Circulation
179,458</td><td>Collection
19,654</td></tr>
<tr><td colspan="2">Contact
Jamie Williams, Director
515.432.3727
jwilliams@boone.lib.ia.us</td></tr>
<tr><td colspan="2">Installation Years
2017</td></tr>
</table>

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Waupaca Public Library	
ILS Sierra Millennium	**Products** bibliotheca worked closely with library staff to determine the best security gate solution for its materials security needs. They chose the bibliotheca RFID gate™ premium with buried cable and two aisles. In addition, we installed staffConnect™ and libraryConnect™ gate software.
Address 107 S Main St Waupaca, WI 54981	
Annual Circulation 301,793 / **Collection** 70,208	
Contact Peg Burington Library Director 715-258-4414 pburington@waupacalibrary.org	
Installation Years 2017	

Rancho Cucamonga Library	
ILS SirsiDynix Enterprise	**Products** bibliotheca worked closely with library staff to determine the best security gate solution for its materials security needs. They chose the bibliotheca RFID gate™ premium with buried cable and two aisles. In addition, we installed staffConnect™ and libraryConnect™ gate software.
Address 10641 Church Street Rancho Cucamonga, California 91730	
Annual Circulation 1,100,500 / **Collection** 260,000	
Contact Jason Castellanos Technology Services Supervisor 909.477.2720 x3958 Jason.Castellanos@cityofrc.us	
Installation Years 2017	

- **The Fargo Public Library reserves the right to reject any or all proposals.**

  Agreed.

Functional Requirements

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Functional Requirements

- **Hardware and software must be compatible with the library's existing RFID data model and tags. Currently the Fargo Public Library is using a combination of ISO-2 and Danish Model 12 tags programmed with the item's barcode. Some tags have disc and volume information on them.**

  Yes, our proposed RFID security gates are compatible with all the data models listed above.

- **Gates will conform to Americans with Disabilities Act of 1990.**

  Yes.

- **Gates will detect items carried through them that are not disarmed by the library staff stations or self-checkouts, and will alarm to alert staff.**

  Yes.

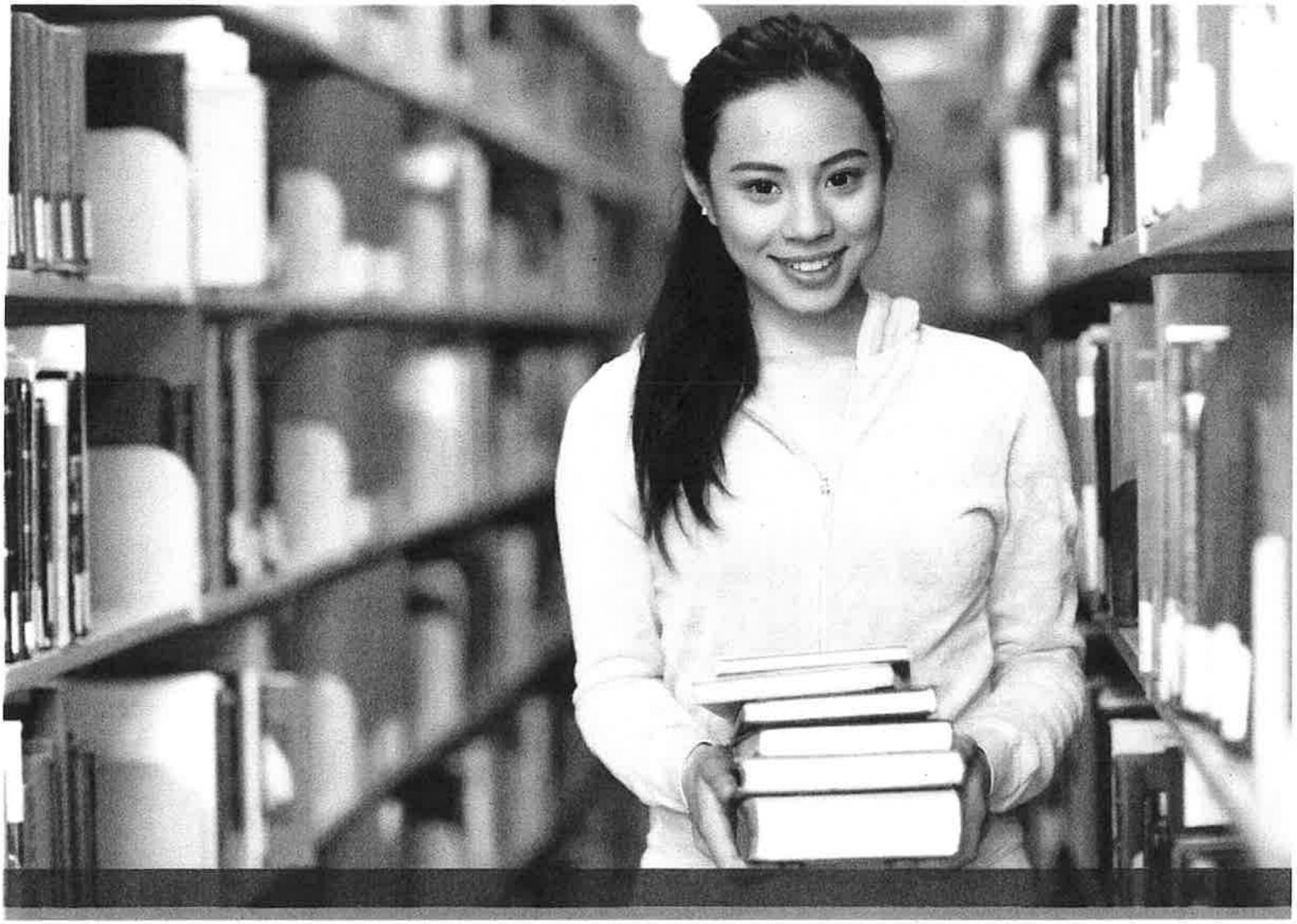
- **Vendor will provide a software interface for library staff that will communicate with the library's ILS to identify for staff which titles are alarming the gates. Software interface will also include the item's current availability status for staff. Software must be Windows 7 and Windows 10 compatible.**

  Yes.

  Our staffConnect™ gate software allows your library to better utilize the data that your security gate system can gather every day. This software can be installed on your staff computers, and can have a designated staff station to show notifications when an unsecured item passes through the gates. It can also show which gate was triggered and the item ID and title. An ILS connection is required for this added functionality.

staffConnect™ gate Technical Interface Window

This software has a technical interface, which houses the admin feature and allows for software configuration. It serves as the nerve center for communications with the pedestals and the ILS. For normal usage, staff will not need to access the technical interface. Your staff will be able to see a variety of reports and other information as it is gathered throughout the day.



Company Overview

bibliotheca
transforming libraries

Company Overview

bibliotheca was founded in 2001 and since acquired other complementary companies including Integrated Technology Group based in Atlanta, Georgia in 1999. The latest addition to bibliotheca is the 3M Library Systems which was purchased in October 2015. This addition expanded our product solutions, service, and customers across the globe.

The new bibliotheca combines the best assets of each company to help libraries captivate their communities, providing innovative library-focused products. Our unique technology and services to the market, which – combined – provide libraries with an unparalleled portfolio of solutions to help them serve their communities at home, at the library and on the go. Between the four companies, we share nearly a century of experience providing self-service solutions to libraries.

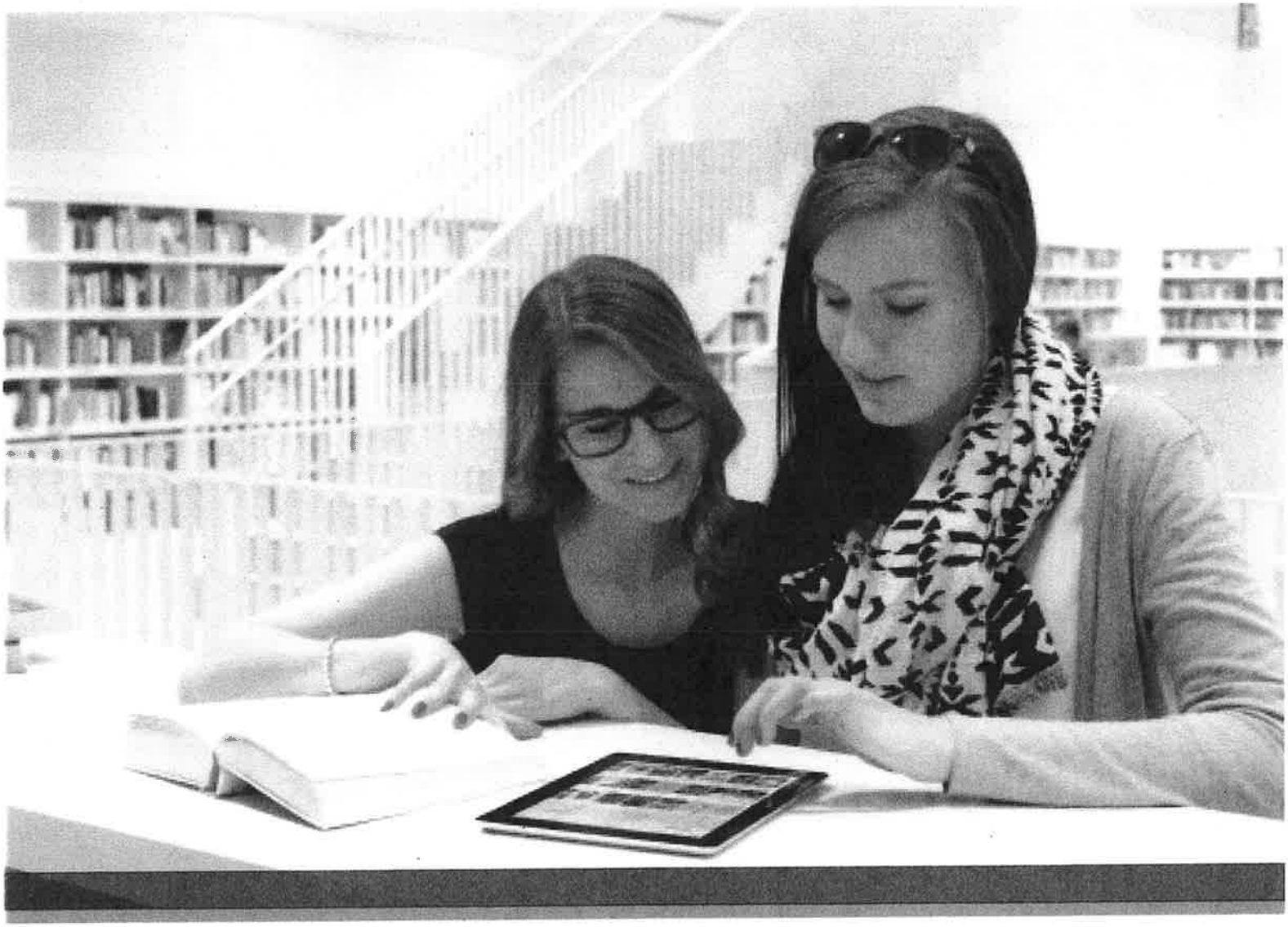
Our solutions help libraries connect with their patrons, engage their communities, and evolve their offerings so they can transform into indispensable, equitable community hubs that inspire creativity, collaboration and life-long learning. bibliotheca is dedicated to the development of solutions that help sustain and grow libraries around the world. Our products are designed to provide a welcoming, intuitive and seamless environment for those that use the library – wherever they choose to use it – be that at home, on the move or within the foundation of the library itself.

We have direct operational offices on all major continents, together with dedicated distributors who offer our solutions across 70 countries. We are proud to have over 30,000 unique libraries as part of our family, with a deployed equipment range in excess of 10,000 individual self-service units, 6,000 security systems and over 650 automated materials handling (sorter) systems. In addition, our digital platform features content from over 1,000 publishers and is available through almost 3,000 libraries.

Our business at a glance

bibliotheca is a large, stable company with a long history of serving the library community.

- Direct sales and support offices in 11 countries
- An extended partner network of over 70 organizations
- Over 75 million new items tagged every year
- Over 350 directly employed staff, dedicated to libraries
- In excess of 30,000 individual customers globally
- Over 50,000 unique pieces of equipment supported in the field
- Operating performance, one of the strongest in the industry



Pricing

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Pricing

Below you will find bibliotheca's proposed pricing for Fargo Public Library. This includes an optional gate cost for the Carlson branch, which is a dual aisle RFID gate™ that might be preferred given that branch's door configuration. In addition, we included out-year service and maintenance costs for your review.

Please note: *bibliotheca's pricing information is confidential and proprietary, and not to be distributed in any way. Support and maintenance pricing is subject to change based on the final product configuration. System returns will be accepted within 30 days from the date or order and must be in original packaging. A 20% restocking fee will be charged and customer will pay for return shipping.*

Lead Products

Item Type	Quantity	Sale Price	Sub Total
Pre-Installation Site Survey Certified Tech to verify buried cable installations at all locations	1	$899.00	$899.00
RFID gate Buried cable, 1 aisle	1	$5,960.40	$5,960.40
RFID gate premium Buried Cable, 1 aisle	3	$7,105.90	$21,317.70
staffConnect™ gate Individual License (Year 1)	3	$99.00	$297.00
libraryConnect™ Devices subscription - 1 license / device – (Year 1)	4	$150.00	$600.00
Shipping and Handling Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal	1	$1,687.50	$1,687.50

TOTAL: $30,761.60

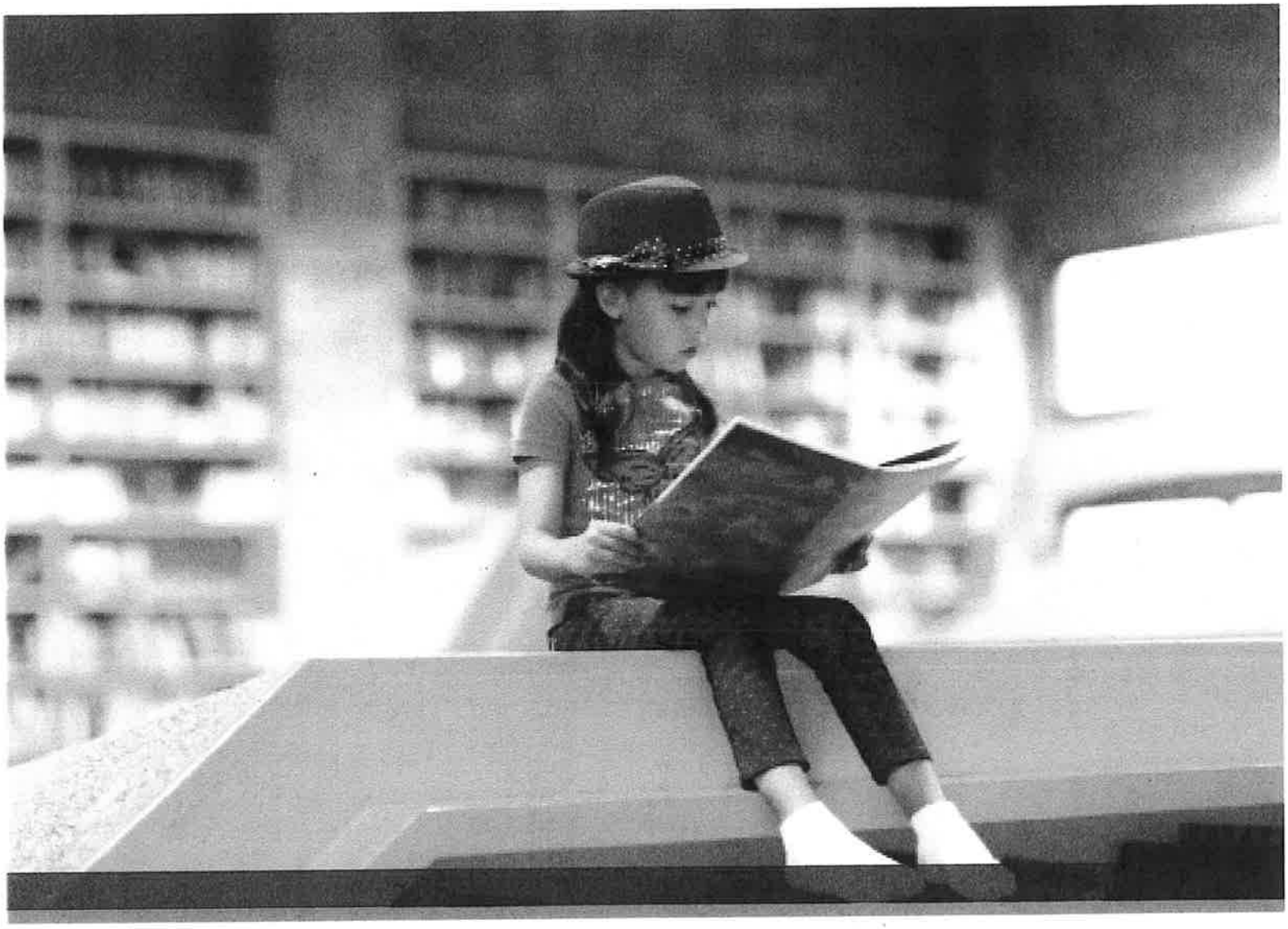
(Less Sales Tax)

Optional Products

Item Type	Quantity	Sale Price	Sub Total
RFID gate Buried cable, 2 aisle	1	$6,991.05	$6,991.05

Service and Maintenance

Year 1	Year 2	Year 3	Year 4	Year 5
Included	$2,881.00	$2,967.43	$3,056.45	$3,148.15



Additional Information

bibliotheca
transforming libraries

Additional Information

RFID gate™ premium specifications

RFID gate™ specifications

|

bibliotheca RFID gate™ premium

the most accommodating, wide aisle security gate

Offering the most accommodating aisle entrance for libraries, the RFID gate premium is perfect for wheelchairs, wide strollers, and large groups of students. With a modern and stylish clear panel design, the bibliotheca RFID gate™ premium effectively deters theft of valuable library materials while elegantly enhancing the library aesthetic.

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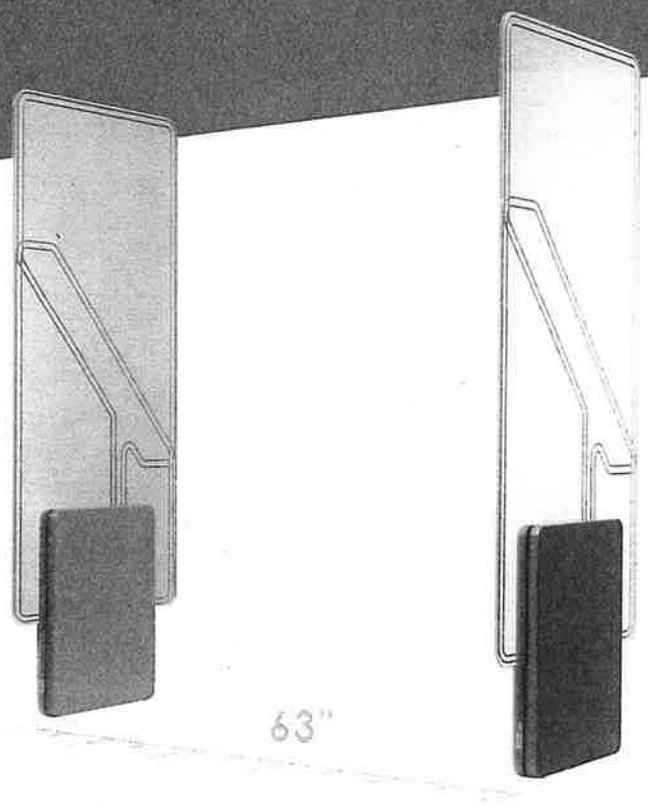
benefits of the
RFID gate™ premium



wider aisles increase accessibility
By increasing the width of the aisles, libraries create a more welcome and inviting entrance, easy for wheelchairs and strollers to pass through. Our extended aisle gate allows libraries to place gates wider apart without compromising on detection rates.

ensure peace of mind with remarkable RFID detection
We've increased the RFID antennas in each pedestal to ensure items are detected in a variety of ways they would pass through the threshold. This increased detection safeguards your collection, as you will always be warned of potential theft.

remotely configure and pull management reports
For in-depth statistics, configurations, and central management options, staff can access libraryConnect™ remotely, as long as they have access to the library network. This allows staff to remotely upgrade firmware, run monthly reports and change the alarm colors and patterns.

analyze library traffic patterns with visible patron counter
Each gate has an integrated bi-directional people counter that helps staff easily view and analyze both inbound and outbound library traffic patterns.

choose an alarm color and alarm that fits your library
Immediate and obvious warning signal immerses the entire gate, drawing staff attention quickly. With 7 colors to choose from combined with an adjustable audible alarm, libraries can choose the perfect alarm for their environments.

simple set-up and maintenance
We've designed our gates for simple set-up and maintenance so our trained technicians can cause little disruption to your library. This also allows your staff to quickly troubleshoot any concerns with our dedicated phone support teams.

save energy during off-peak times
Designed with energy saving features in mind, the power save mode only activates RFID detection when people are approaching. This "green" feature saves the library energy costs during off-peak times.

staffConnect™ gate software

Provide in-depth insights and allow staff to quickly address security alarms

Our intuitive and easy-to-use software helps libraries analyze foot traffic and triggered alarm patterns quickly and easily from a staff workstation. By providing library staff with detailed and reliable insights, they can make better data-informed decisions about their library.

remotely view number of library visitors counts

Quickly read the patron count data gathered from your security gates conveniently from a staff workstation. Easily reset the count to keep track of total daily visits, helping staff understand the amount of visitors that have come in and out of the library each day without needing to look at the physical gate for updates.

quickly notify staff of alerts that require attention

In addition to visual and audible security alarms at the gate, our staffConnect™ gate software notifies staff with a pop-up notification with all the necessary information to quickly resolve issues and minimize embarrassment for library users, while maintaining the security of the library collection.

intuitive insights with libraryConnect™ devices

libraryConnect™ devices allows you to aggregate data from all bibliotheca security gates at all locations into one central management hub, allowing you to easily perform a system-wide analysis. Through archived data, libraries can conveniently create consolidated reports by location or time and make data driven decisions based on usage trends.

Specifications : bibliotheca RFID gate™ premium

Dimensions (w x d x h):	Millimetres: 73 (Max at base) x 700 x 1,780 (± 3) Inches: 2.87 (Max at base) x 27.56 x 70,08 (± 0.1)
Weight (per gate):	Kilograms: 28 Pounds: 62
Material:	Transparent panel, "aluminum like RAL9006" ABS with light texture base Enclosure Rating: IP 41
Power:	Supply voltage: 24 V ac Power consumption: 32VA
Data:	Ethernet (TCP/IP)
Performance:	Reads* up to 8 tags per second in all 3 orientations. Optimal coverage is achieved within 1,600 mm / 63 inches of separation. *Detection of items cannot be 100% guaranteed in any gate setup due to a range of factors. Detection range and rates will always be reduced for CD and DVD media that contains metallic elements. Libraries wishing to get as close to 100% detection as possible should work with the project team, but should expect distance between gates to be reduced.
RFID specification:	Operating frequency: 13,56 MHz, Max. Transmitting power: 4 W Supported tags types: ISO 15693, ISO 18000-3-A, (Infineon my-d, NXP I-Code, SLI, SLIx, SLIx2)
Alarm:	Multi-color*, customer selectable LED lights Variable alarm pattern and adjustable volume Highly visible integrated digital display to monitor alarm counts, ingoing and outgoing patron traffic, and diagnostics *Available colors: red, cyan, magenta, blue, green, yellow, white
Standards compliance:	CE, RCM, ETSI, FCC, IC, ADA, DDA, UL and CSA
Temperature range:	Operating: –25 °C to +50 °C/Storage: –25 °C to +70 °C
Configurations:	Standard configuration can support up to 3 panels to provide total coverage of 4.8m. Additional panels can be added by synchronizing readers
Installation:	Multiple installation options including direct attachment to the floor with either in floor wiring or a wire way and a baseplate option.
Software:	Software is not required for the RFID gate premium to operate, however, when used in conjunction with our staffConnect™ gate software, enhanced reporting is available.
Additional features:	Integrated bi-directional people counter, standby mode to minimize power consumption.

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

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transforming libraries

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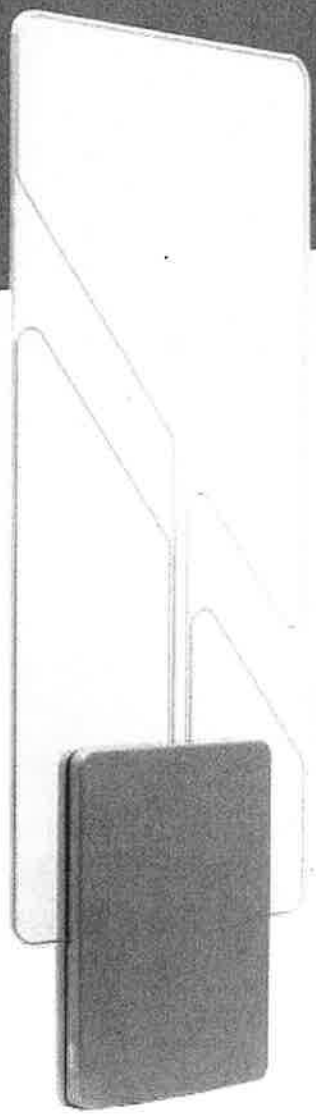
bibliotheca RFID gate™

protect and secure your library materials using state-of-the-art RFID security gates

With a modern and attractive clear panel design, the bibliotheca RFID gate™ not only offers superior detection but perfectly integrates with any library environment. The RFID gate reduces accidental or deliberate removal of library items by detecting RFID tags in any orientation. Upon detection, a configurable alert provides an immediate audible and/or visual warning.

bibliotheca®
transforming libraries

benefits of the RFID gate™



outstanding performance to protect your collection
Provides breakthrough performance in read range and speed. Non-deactivated RFID tags are instantaneously detected regardless of orientation.

analyze library traffic patterns with visible patron counter
Each gate has an integrated bi-directional people counter that helps staff easily view and analyze both inbound and outbound library traffic patterns.

remotely configure and pull management reports
For in-depth statistics, configurations, and central management options, staff can access libraryConnect™ remotely, as long as they have access to the library network. This allows staff to remotely upgrade firmware, run monthly reports and change the alarm colors and patterns.

choose an alarm color and alarm that fits your library
Immediate and obvious warning signal immerses the entire gate, drawing staff attention quickly. With 7 colors to choose from combined with an adjustable audible alarm, libraries can choose the perfect alarm for their environments.

combine multiple gates for wider entrances
The standard setup is a combination of two gates. Three or more gates in a row can be installed to cover wider areas effectively.

save energy during off-peak times
Designed with energy saving features in mind, the power save mode only activates RFID detection when people are approaching. This "green" feature saves the library energy costs during off-peak times.

simple to set-up and maintenance
We've designed our gates for simple set-up and maintenance so our trained technicians can cause little disruption to your library. This also allows your staff to quickly troubleshoot any concerns with our dedicated phone support teams.

staffConnect™ gate software

Provide in-depth insights and allow staff to quickly address security alarms

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Quickly read the patron count data gathered from your security gates conveniently from a staff workstation. Easily reset the count to keep track of total daily visits, helping staff understand the amount of visitors that have come in and out of the library each day without needing to look at the physical gate for updates.

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Specifications : bibliotheca RFID gate™

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Material:	Transparent panel, "aluminum like RAL9006" ABS with light texture base Enclosure Rating: IP 41
Power:	Supply voltage: 24 V ac Power consumption: 32VA
Data:	Ethernet (TCP/IP)
Performance:	Reads* up to 8 tags per second. Optimal coverage is achieved within 43 inches / 1,100 mm of separation. Coverage up to 47 inches / 1,200 mm can be achieved with certain tags. *Detection of items cannot be 100% guaranteed in any gate setup due to a range of factors. Detection range and rates will always be reduced for CD and DVD media that contains metallic elements. Libraries wishing to get as close to 100% detection as possible should work with the project team, but should expect distance between gates to be reduced.
RFID specification:	Operating frequency: 13,56 MHz, Max. Transmitting power: 8 W Supported tags types: ISO 15693, ISO 18000-3-A, (Infineon my-d, NXP I-Code, SLI, SLIx, SLIx2)
Alarm:	Multi-color*, customer selectable LED lights Variable alarm pattern and adjustable volume Highly visible integrated digital display to monitor alarm counts, ingoing and outgoing patron traffic, and diagnostics *Available colors: red, cyan, magenta, blue, green, yellow, white
Standards compliance:	CE, RCM, ETSI, FCC, IC, ADA, DDA, UL and CSA
Temperature range:	Operating: –25 °C to +50 °C/Storage: –25 °C to +70 °C
Configurations:	Standard configuration can support up to 7 panels to provide total coverage of 7.7m. Additional panels can be added by synchronizing readers.
Installation:	Multiple installation options including direct attachment to the floor with either in floor wiring or a wire way and a baseplate option.
Software:	Software is not required for the RFID gate to operate, however, when used in conjunction with our staffConnect™ gate software, enhanced reporting is available.
Additional features:	Integrated bi-directional people counter, standby mode to minimize power consumption.

Although we make every effort to ensure information is correct at the time of release, it is possible that specifications and features may vary or change over time. bibliotheca therefore makes no representations or warranties as to the completeness or accuracy of the information contained within this document.

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United States

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info-us@bibliotheca.com

THE CITY OF Fargo FAR MORE

Dr. Timothy J. Mahoney, Mayor
Fargo City Hall
200 3rd Street North
Fargo, ND 58102
Phone 701.241.1310 | Fax: 701.476.4136
TMahoney@FargoND.gov

(1)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON KA

DATE: JULY 10, 2018

SUBJECT: COPIER RFP

A Request for Proposals was issued by the City of Fargo for copier leases or purchases and service agreements for the following Departments:

- Assessor's Office
- Auditor's Office
- Commission Office
- Engineering Office
- Human Resources
- Inspections Office
- Planning Office

Proposals were received on June 22, 2018 and reviewed by a Committee consisting of Jill Pagel (Auditor's Office), Kristi Olson (Engineering Office), Albert Gibson (Planning Office), Gretchen Morlan (Inspections Office), Jeannie Brooks (Human Resources) and myself. Based on the submitted proposals the Committee determined that Advanced Business Methods would provide the best and most consistent service for the City.

RECOMMENDED MOTION: To award the bid of RFP18205 for copiers and service agreements to Advanced Business Methods to the departments as presented.

CITY OF Fargo

COMMUNICATIONS MANAGER
City Hall
200 3rd Street North
Fargo, ND 58102
Phone: 701-476-6671
Fax: 701-476-4136

8

12 July 2018

Fargo City Commission
200 Third Street North
Fargo, ND 58102

Dear Commissioners,

As part of our continual efforts to reduce costs, streamline operations and improve consistent branding across the City, the Communications & Public Affairs Department engaged in a City-wide outreach effort to all departments and divisions to ascertain current practices for printing services. This included such items as letterhead, envelopes, business cards, invoice paper, etc. The water bill utility statements are under a separate contract and not included within the scope of this request.

It was discovered that seven different firms were being used by the City to produce the same types of materials, with products of varying quality, colors and prices. In an effort to streamline the process and leverage the City's purchasing power, a request for proposals (RFP) for professional printing services was issued. The members of the Finance Committee have been briefed on this process and approve of the unified City purchase of professional printed products.

A total of two (2) sealed proposals were received, both of which were reviewed and analyzed by an evaluation committee composed of City staff from the Communications and Public Affairs Department and the City Commission Offices.

All proposals were evaluated for the following criteria:

- Specialized experience or technical expertise of the printing industry
- The ability to perform work within denoted time limitations
- Past performance with City contracts, quality of work and timeliness
- Cost of services submitted in proposal
- Ease of online ordering and proofing

The evaluation committee also requested product samples from each applicant to assess quality.

The evaluation committee recommends the City's full professional printing project be awarded to Business Essentials for a three-(3) year term, with the option for two one-(1) year extensions.

There is not an additional budgetary request for this, as the funds for printing services are already included in each departmental or divisional budget for the current budgetary year. It is anticipated, however, that the City will save in excess of 50% on several printed items as a result of this contract. Additionally, the City's branding will be far more consistent among each department.

Your favorable consideration is greatly appreciated.

Requested motion: To award the City's professional printing services contract to Business Essentials for a three-(3) year term, with the option for two one-(1) year extensions.

Sincerely yours,

Gregg Schildberger
Manager of Communications & Public Affairs

CITY OF Fargo

COMMUNICATIONS MANAGER
City Hall
200 3rd Street North
Fargo, ND 58102
Phone: 701-476-6671
Fax: 701-476-4136

9

12 July 2018

Fargo City Commission
200 Third Street North
Fargo, ND 58102

Dear Commissioners,

In anticipation of the move into the new City Hall, City staff members have been working with T.L. Stroh Architects & Interiors on a list of owner-supplied items and services necessary to facilitate a successful transition.

One of these items is window coverings for the 207 windows in the offices, workstations and conference rooms of the new building. The large hallway, atrium and vestibule windows will not be outfitted with window coverings to allow natural light to flow into these areas of the building, as designed/planned by the architect.

A request for proposals (RFP) for window coverings was issued by the City, with the product specifications prepared by T.L. Stroh Architects & Interiors. A total of three (3) proposals were received, which are detailed below. All three firms proposed similar products.

Name of Firm	Base Bid
F-M Draperies	$ 73,738.64
Dakota Blinds, LLC	$ 73,866.00
Northwest Blinds, LLC	$ 82,995.00

T.L. Stroh's Donna Wiger and I reviewed these proposals and recommend the project be awarded to F-M Draperies.

Your favorable consideration is greatly appreciated.

Requested motion: To award the City Hall window coverings project to F-M Draperies.

Sincerely yours,

Gregg Schildberger
Manager of Communications & Public Affairs

CITY OF Fargo

COMMUNICATIONS MANAGER
City Hall
200 3rd Street North
Fargo, ND 58102
Phone: 701-476-6671
Fax: 701-476-4136

(10)

12 July 2018

Fargo City Commission
200 Third Street North
Fargo, ND 58102

Dear Commissioners,

In anticipation of the move into the new City Hall, City staff members have been working with T.L. Stroh Architects & Interiors on a list of owner-supplied items and services necessary to facilitate a successful transition.

One of these items is professional moving services for the 12 City departments moving into the new City Hall structure. A request for proposals (RFP) for professional moving services, packing materials and corresponding pieces of equipment was issued by the City.

The RFP was a collaboration of City staff efforts from each department to denote the items which would be moved into the new facility, the items moved to storage, etc. Facility walk-throughs were held with each interested firm to ensure they were able to provide accurate pricing to the City.

A total of five (5) sealed proposals were received, all of which were reviewed by an evaluation committee composed of City staff (including Buildings & Grounds). The selection criteria included experience, the ability to perform work within the time limitations denoted, the firm's past performances/references and the cost of the services proposed.

Name of Firm	Total Not to Exceed Cost
All About Moving, Inc.	$ 33,000.00
Apartment Pros	$ 41,573.00
Mayflower	$ 43,719.00
AAction Movers	$ 43,824.50
Fettes Transportation Systems	$ 60,000.00

It is recommended the project be awarded to All About Moving, Inc.

Your favorable consideration is greatly appreciated.

Requested motion: To award the City Hall professional moving services project to All About Moving, Inc.

Sincerely yours,

Gregg Schildberger
Manager of Communications & Public Affairs

CITY OF Fargo

Division of Solid Waste

2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

(11)

July 10, 2018

Honorable Board of City Commissioners
City of Fargo
200 3rd Street North
Fargo, ND 58102

RE: Procurement Approval for Reconditioning of Landfill Gas Generator

Dear Commissioners:

Attached for your reference are two quotes for the scheduled *Reconditioning of the Landfill Gas Generator* located at the Fargo Landfill. Quotes were obtained from both area Caterpillar franchised service groups and include Butler Machinery (Fargo, ND) for **$467,245.00** and Ziegler Cat (Fergus Falls, MN) for **$363,215.07**.

Background

In a continued effort to manage landfill gas odors and further enhance the existing renewable energy program, the City of Fargo purchased a landfill gas (methane) generator from Butler Machinery in 2007. The initial cost estimate was approximately $1,250,000, but the existing generator cost was reduced to approximately $800,000 given that it was manufactured for a previous customer commitment, yet remained unsold one year later.

The revenue to date from the operation of the generator includes $2,725,000 in electricity sales, plus approximately $700,000 in avoided heating costs (due to the generator's exhaust heat recovery system being connected to the landfill transfer station), plus a portion of $750,000 in carbon credit sales (2008).

During initial purchase discussions with Butler Machinery, it was understood that the ongoing efficient operation of the generator included significant maintenance. Specifically, based on hours of operation and resultant engine performance, scheduled overhauls and rebuilds were required. The current scheduled work includes engine removal, complete disassembly, reconditioning, and re-installation of the generator engine.

In addition to the two attached quotes, landfill staff discussed the scheduled work with a service group outside of the Caterpillar Company, but was informed that they could probably not offer a competitive quote due to having to pay retail price for all Caterpillar replacement parts.

With the two written Caterpillar franchise service quotes and a verbal denial of a third, landfill staff would respectfully request permission to award the generator rebuild to Ziegler Cat.

Please note that the 2018 Solid Waste Budget included a budgetary estimate of $450,000 for the scheduled work. This specific item was also discussed and approved at the City of Fargo Finance Committee on May 21st, 2018.

Recommendation

Approve the attached quote from Ziegler Cat for **$363, 215.07** for the repair of an existing asset, *Reconditioning of the Landfill Gas Generator.*

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

cc: Bruce Grubb, City Administrator
Kent Costin, Finance Director
Paul Hanson, Landfill Supervisor

Butler CAT

May 8th, 2018

3402 36th St SW
Fargo, ND 58104

City of Fargo
Solid Waste Division
PO BOX 2083
Fargo, ND 58102

Attn: Mr. Paul Hanson

Paul,

Butler Machinery is pleased to quote the following project to the City of Fargo.

Recondition of the Landfill Power Generation System

Please review the scope of work listed below and the quote attached. If you have questions please feel free to contact me at your convenience.

SCOPE OF WORK

Segment 01 Remove and Install Generator Set
INCLUDES: Remove the generator set from the enclosure, loading and unloading the generator set and transportation to Butler facilities

Segment 02 Recondition Engine
INCLUDES: Complete disassembly and inspection of parts on the engine, clean and reassemble the engine.

Segment 03 Machine/Grind Cylinder Block
INCLUDES IF NEEDED: Any machine work that may be needed to bring block back to reusability guideline standards set by manufacturer.

Segment 04 Add Charges Engine
INCLUDES IF NEEDED: Crankshaft and front and rear gear train parts not included in Segment 01. These parts will be examined and inspected and replaced if necessary according to reusability guidelines

Segment 05 Separate and Connect Generator

INCLUDES: Separate and reconnect the generator for testing and overhaul

Segment 06 Megatest Generator

INCLUDES: Testing of insulation to confirm that generator is isolated from ground

Segment 07 Recondition Generator

INCLUDES: Cleaning, disassembling, recoating, rebearing and reassembly of Generator

Segment 09 Recondition Radiator

INCLUDES: Pressure test and thorough inspection of the radiator. Cost $540.00

INCLUDES IF NEEDED: Disassembly and replacement of the radiator cores.

Segment 10 Calibrate Engine and Generator

INCLUDES: Calibration and testing of the complete power generation system after completion.

Thank you

Jason Damlo | Butler Machinery Company | Service Manager

3402 36th ST SW |Fargo, ND 58104 | P 701.298.1838| C 701.390.3940 | F 701.298.1810 | jasondamlo@butlermachinery.com

Butler CAT

Butler Machinery
Service Repair Quotation
Q0002828-01

Quote Number . . . . . :Q0002828-01
Prepared By . . . . . :JASON DAMLO

Quote Date . . . . . :2018-05-09
Valid Until . . . . . :2018-06-08

We are pleased to provide the following quotation for the services identified below

PREPARED FOR
Customer Name . . . . . :CITY OF FARGO
Address . . . . . :(SOLID WASTE)
PO BOX 2083
FARGO ND

Make	Model	Serial Number	Unit Number
Cat	G3516	04EK02533	313-15

Explanation of Type:
"Est." amounts may be more or less than your final invoice.
"Time & Material" items will be billed at the actual price of the time, parts and miscellaneous charges.
"Firm" Parts Labor Misc items are firm priced and will be invoiced at that price.

WORK TO BE PERFORMED

Segment	Description	Type	Amount
01	REMOVE& INSTALL GENERATOR SET	Firm Labor	21,600.00
		Est.Parts,Misc	18,000.00
	PRICE INCLUDES PARTS AND FLUIDS TO REMOVE AND INSTALL ENGINE AND CRANE REQUIRED TO REMOVE ENGINE AND TRANSPORTATION OF ENGINE		
02	RECONDITION ENGINE	Firm Labor	44,625.00
		Est.Parts	185,000.00
03	MACHINE/GRIND/MILL CYLINDER BLOCK	Est. Misc.	25,000.00
	MACHINE WORK FOR ENGINE BLOCK		
04	ADD CHARGES ENGINE	Est. Parts	70,000.00
	CRANKSHAFT IF NEEDED		
05	SEPARATE & CONNECT GENERATOR	Firm Labor	8,100.00
		Est.Parts	1,500.00
06	MEGATEST GENERATOR	Firm Labor	1,620.00
07	RECONDITION GENERATOR	Firm Labor	5,400.00
		Est.Parts,Misc	19,500.00
	PRICE INCLUDES CLEANING,TESTING, BALANCING ROTOR AND RECOATING GENERATOR		
09	RECONDITION RADIATOR	Firm Labor	12,150.00
		Est.Parts	48,000.00
10	CALIBRATE ENGINE & GENERATOR	Firm Labor	6,750.00
	Total of Firm Price Items		**100,245.00**
	Total of Estimated Items		**367,000.00**
	Total		**467,245.00**

Butler CAT

Butler Machinery
Service Repair Quotation
Q0002828-01

Prices quoted include the specific services listed and do not include freight, handling charges, parts price increases, applicable taxes or additional services. Standard Butler Machinery warranty applies unless otherwise noted.

Your dealer contact:
JASON DAMLO
Service Manager
Phone: 701-298-1838
Cell: 701-390-3940
E-mail: jasondamlo@butlermachinery.com

ZIEGLER CAT

REPAIR ESTIMATE

3502 State Hwy. 210 West
Fergus Falls, MN 56537-4003

CUSTOMER:
City of Fargo

DATE:
04/27/2018

PERSON TALKED TO:
Paul Hanson

W/O #:

CSR:

SERIAL NO:
4EK02533

MODEL:
G3516

PHONE NO:
701-476-5955

FAX NO:

DESCRIPTION	INCLUDED IN TOTAL	PRICE
REMOVE & INSTALL ENGINE/GENERATOR	X	**$47,580.89**
RECONDITION ENGINE (INCLUDES MACHINE WORK FOR BLOCK)	X	**$123,875.00**
ESTIMATED ENGINE EXTRAS	X	**$25,000.00**
CRANKSHAFT IF NEEDED	X	**$36,959.39**
SEPEATE AND CONNECT GENERATOR	X	**$2,560.00**
MEGATEST AND RECONDITION GENERATOR	X	**$11,505.12**
REPLACE BOTH RADIATOR CORES, REBUILD FAN MOTORS, AND REPLACE FAN SHAFTS AND BEARINGS(IF NEEDED)	X	**$107,586.67**
CALIBRATE ENGINE AND GENERATOR AFTER INSTALL	X	**$8,148.00**
	X	
	X	

GRAND TOTAL
$363,215.07

COMMENTS:
If this is the first major O/H and crankshaft has not been out yet it is a good possibility it would not have to be replaced. Customer would be notified of extras and crankshaft condition upon engine disassembly. Also radiator cores may not need replacement but would have to be assessed at time of recondition if customer requests cooling package recondition.

ATTACHMENTS:

Warranty Coverage On This Repair
2 Year / 2000 HR

Status
Estimate

ESTIMATE BY
Lance D Pantekoek

ZIEGLER PHONE NO.:
218-736-2680

Expiration Date
05/26/2018

ZIEGLER INC. LOCATION
Fergus Falls Shop

**** Estimates do not include sales tax or service supplies and environmental charges. Please call if you have any questions.**

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

July 11th, 2018

(12)

Board of City Commissioners
City Hall,
Fargo, ND 58102

Re: Sole Source approval for Best Technology Systems

Dear Commissioners:

The Fargo Regional Training Center has an operational budget that is managed through the City of Fargo budgeting system, but is comprised of funds from the Fargo Police Department, Cass County Sheriff's Office, North Dakota State University Police Department and West Fargo Police Department. The maintenance of the firing range located at the Fargo Regional Training Center is funded from that budget.

The granular rubber bullet traps are a primary component for safely firing weapons within the range. They were in need of replacement.

Meggitt Training Systems is the manufacturer of the firing range and Best Technology Systems is only service provider certified by Meggitt Training Systems to properly install, inspect, maintain and recycle components of the range bullet trap system. We have an existing repair and maintenance contract with Best Technology that was effective January 1st, 2016 and expires December 31st, 2018.

Due to the fact that the replacement of the bullet trap system exceeded $25,000 ($25,830), I am seeking permission for the City Commission to approve Best Technology Systems as the sole source provider for the range repair and maintenance.

A sole source letter, provided by Best Technology Systems, is attached. Also attached is a Certificate of Authorization from Meggitt Training Systems which designates Best Technology Systems as the Factory Authorized Service and Parts Distributor.

Recommended Motion:
Approve Best Technology Systems as the sole source provider for firing range maintenance, repair and service.

David Todd
Chief of Police

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

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

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

NON EMERGENCY
Phone: 701-235-4493

www.fargopolice.com

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Best Technology Systems

Estimated Dollar Amount of Purchase:

$25,830

The project/service is required to:

Clean, repair, replace defective parts and maintain the firing range at the Fargo Regional Training Center on an annual basis. Current replacement done on granulated rubber trap material for $25,830.

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

Vendor is the only company certified by the range manufacturer to complete the cleaning, repairs and maintenance. See attached documentation.

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

Meggitt Training Systems is the manufacturer of the firing range. Best Technology Systems is the sole source provider for Factory Authorized service and Parts.

See attached sole source letter and manufacturer certification.

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

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

N/A

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

N/A

Signature: _____
(Requestor)

Printed Name: David Todd

Department: Police

Title: Chief of Police

Date: July 10th, 2018

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

_____ **(Requestor initials)**

Best Technology Systems, Inc.
12024 S. Aero Drive
Plainfield, IL 60585
(815) 254-9554
mail@btsranges.com
http://www.btsranges.com

INVOICE

BILL TO
Attn: Sgt. Tom Shaw
Fargo Regional Law Enforcement
222 4th Street North
Fargo, ND 58102
Ph: 701-241-8107
E: tshaw@cityoffargo.com

INVOICE # BTL-17372
DATE 07/05/2018
DUE DATE 08/04/2018
TERMS Net 30

CUSTOMER P.O.#	REQUISITION #	ORDER PLACED BY
N/A	N/A	Sgt. Tom Shaw, 701-241-8107

DATE	SCOPE OF WORK	QTY	RATE	AMOUNT
06/25/2018	**Proposal 1** Sift Pulverized Rubber / Supply & Install Granular Rubber - in conjunction Visit	1	26,675.00	26,675.00
06/25/2018	**Credit** Credit for 1 gaylord box. BTS used packaged 5 gaylord boxes instead of 6.	1	-845.00	-845.00

Place of Work:
Fargo Regional Law Enforcement
2802 North University Drive
Fargo, ND 58102
Contact: Sgt. Tom Shaw
PH: 701-241-810707

BALANCE DUE **$25,830.00**

BTS
BEST TECHNOLOGY SYSTEMS
Quality Specialists in Bullet Trap
and Shooting Range Maintenance

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

July 24, 2017

Sgt. Tom Shaw
Fargo Regional Law Enforcement
2802 North University Drive
Fargo ND 58102

RE: Sole Source Letter for Best Technology Systems, Inc.

Dear Sgt. Shaw:

This letter is in reference to cleaning the shooting range, inspecting, and maintaining the bullet trap for the Fargo Police Department. Best Technology Systems, Inc. (BTS) specializes in environmental solutions for shooting ranges and we provide a wide array of expert services for indoor and outdoor ranges. BTS is the only environmental contractor certified by Meggitt Training Systems, Inc. that has the experience, and equipment to properly inspect and recycle the facility's granular rubber bullet trap.

OUR SERVICES INCLUDE . . .

- Remove and recycle spent lead projectiles from all metal bullet traps.
- Remove and recycle spent lead projectiles from all granular rubber bullet traps.
- Repair and maintain all metal and rubber bullet traps.
- Basic and complex cleaning of all shooting ranges.
- Disassemble and clean deceleration chambers on metal bullet traps.
- Flip & rotate impact plates on metal bullet traps.
- Bullet trap demolition, removal, and disposal.
- Supply, install and dispose of all range ventilation pre, secondary and HEPA filters.
- Full range decomissioning of indoor and outdoor ranges.
- Mining of outdoor dirt or sand berms.
- Disposal of lead contaminated hazardous waste in EPA approved landfill with proper manifesting.
- Disposal of live ammunition.
- Remove, dispose and pay for range brass casings.
- Sell range cleaning supplies, equipment and P.P.E. (personal protective equipment).
- Conduct initial lead exposure assessments for employees and for shooters.
- Conduct Range Airflow Evaluation.
- Provide OSHA 1910.1025 Training Awareness Classes.

We are knowledgeable and strictly enforce all State, EPA and OSHA regulations. In addition all of our employees are licensed in lead abatement and adhere to all OSHA regulations pertaining to employee protection.

Regards,

Gary M. Chinn
President

CERTIFICATE OF AUTHORIZATION

THIS ACKNOWLEDGES THAT

Best Technology Systems, Inc.
12024 S. Aero Drive, Plainfield, Illinois

is authorized to perform installation, maintenance, preventive maintenance, alteration, repair and re-certification of the following bullet trap models manufactured by **MEGGITT TRAINING SYSTEMS of Suwanee, GA**

LE5B LE9C LE2100 LE2200 LE2400 LE3500 LE5000 LE6500
LE7500 AFP4 AFP5 RR-III-53

and is hereby designated as a
Factory Authorized Service and Parts Distributor

Director of Live Fire Systems Date 5/11/17

MEGGITT TRAINING SYSTEMS
296 BROGDON ROAD, SUWANEE, GA 30024 PH (800)344-6771

TECHNOLOGY SYSTEMS

...ality Specialists in Bullet Trap
...d Shooting Range Maintenance

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

September 11, 2017

Sgt. Tom Shaw
Fargo Police Department
222 4th Street North
Fargo, ND 58102

RE: Shooting Range Maintenance
BTL- 17372

Dear Sgt. Shaw:

The following are proposals for work to be performed on the facility's 10 pt., LE7500 bullet trap and cleaning parts of the shooting range. The services below were quoted at a non-prevailing wage rate. If these services are to be completed under a prevailing wage rate, please provide BTS with the current rates, and at that time BTS will need to re-evaluate and adjust pricing accordingly.

Proposal 1 (Sift Pulverized Rubber / Supply & Install Granular Rubber - In Conjunction Visit)

This proposal is to remove the pulverized rubber from the bullet trap and install the new replacement granular rubber. The scope of work is as follows:

- During a recycle, BTS will separate the granular rubber, and will create one pile of small pulverized rubber pieces.
- BTS expects to remove and package up to 6 cubic yard boxes of pulverized rubber as lead contaminated hazardous waste.
- The small pulverized pieces of rubber will be sifted to remove projectiles. The re-usable rubber will be put back into the bullet trap. (The unusable pulverized rubber will be packaged into Gaylord boxes and disposed of as lead contaminated hazardous waste.)
- If an additional box or boxes are required, a change order will be needed for the disposal of the extra waste. If fewer boxes are needed, a credit will be given on the invoice for boxes not used.
- Supply and install 200, 50 lb. bags or 10,000 lbs. of granular rubber into the bullet trap to replace the pulverized rubber.
- **Please allow 3-4 weeks for delivery, after we receive the attached acceptance sheet signed and/or the purchase order.**
- Extra granular rubber will be stored behind the bullet trap in 50 lbs. bags.
- Properly package, label, and dispose in UN-DOT approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 1 will be: $26,675.00

Proposal 1 pricing is quoted to be completed in conjunction with a Type III Recycle.

The range will be closed 4 day(s) for the work to be completed.

With these proposals, you will receive the following:

1. Lead licensed supervisor and workers.
2. Both EPA and OSHA guidelines will be implemented.
3. Site specific OSHA compliance plan for range maintenance and waste management.
4. OSHA air monitoring will be analyzed by a third party laboratory.
5. BTS carries commercial general liability insurance of two million dollar limit per occurrence/two million dollar aggregate limit and a two million dollar umbrella policy. If a higher amount is requested, the cost increase will be billed to the client.
6. BTS and our subcontractors carry a one million dollar workman's compensation insurance policy. This does not include subrogation. Subrogation can be added at an additional cost.
7. A final documentation package will be sent once BTS receives air sampling and final payment. (Allow 2 or 3 months).
8. Contractor has over eighteen years servicing bullet traps and shooting ranges.
9. Contractor licensed by manufacturer to work on all Meggitt/Caswell Detroit Armor bullet traps.

This quotation is null and void, if not accepted, in writing, and received by Best Technology Systems, Inc. by the beginning of your fiscal year starting January 1, 2017 and services rendered by June 30, 2018. Any modifications to this contract must be completed in writing and signed by both parties. Failure to properly modify will be considered a breach of contract.

Payment is due within 30 days of the date of the invoice. Late payments will be subject to a fee of 1 ½% per month. The client shall be liable for attorney and other costs incurred to collect our fees.

If you choose to pay for this service with a credit card, a 3% processing fee will be added to the final invoice.

If you have any questions or comments, please feel free to call me.

Please sign and fax back the attached specification sheet to us at (815) 254-9558 with the proposal(s) of acceptance, or send to Best Technology Systems, Inc. a signed purchase order with the proposal(s) of acceptance.

Regards,

Gary M. Chinn
President

GMC/sf
Attachment

BEST TECHNOLOGY SYSTEMS
Quality Specialists in Bullet Trap and Shooting Range Maintenance

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

SPECIFICATIONS

FOR CONDUCTING CLEANING/MAINTENANCE WORK IN INDOOR FIRING RANGES CONTAMINATED WITH LEAD

1. Contractor shall have established programs and if requested, shall submit prior to the start of work a copy of the following OSHA required, and other items:

   - Respiratory Protection Program endorsed by a Certified Industrial Hygienist
   - Medical Surveillance Program
   - Evidence of medical examinations for all workers, including a physician's statement indicating the employee is fit to conduct this type of work
   - Certificates of worker training
   - Reference list demonstrating at least 10 previous projects of similar scope and a minimum of five years' experience in this type of work.

2. Contractor is responsible for complying with the following regulations that govern shooting ranges:

   29 CFR 1910.1025
   29 CFR 1910.134

   State/Local Regulations that govern shooting ranges
   40 CFR Parts 261-265

3. Contractor shall provide Customer with commercial/general liability, workmen's compensation and no less than one million dollars in lead pollution liability coverage.

4. Contractor performing repair work, disassembly, re-assembly, alteration and/or return to service for the bullet trap shall be trained and authorized to perform such work by the original equipment manufacturer.

JOB NAME: Fargo Police Department, ND BTL#: 17372

ACCEPTED: Scott Ioan DATE: 1/9/2018

If multiple proposals, please state which proposal(s) you are accepting.

Proposal 1 ✓

Federal EPA#: _____ **Tax Exempt #:** E-4468

Please fax or email a copy of your tax exempt letter with the expiration date, along with this signed acceptance sheet and/or with your purchase order to:

mail@btsranges.com or FX: 815-254-9558

REPORT OF ACTION

UTILITY COMMITTEE

(13)

Project No. NA Type: CRWUD Easement

Location: Sanitary Lift Station #59 site (37th St. & Northfield Development)

Date of Hearing: 6-27-18

Routing	Date
City Commission	7-16-18
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached draft easement with Cass Rural Water Users District (CRWUD) for placement of a reservoir/booster station located on the sanitary lift station (LS) #59 site, located just north of the Fargo Wastewater Stabilization Ponds (WWSP). LS #59 serves an undeveloped area on 37th Street N/Northfield Development as well as receives flows from the main lift station in Harwood.

Recently, Jerry Blomeke, CRWUD inquired about the possibility of obtaining an easement on this site for a CRWUD reservoir and booster station. CRWUD currently has an easement for their adjacent pipeline, but the booster station will fall outside of this easement. To formalize the relationship, Sean Fredrick, Ohnstad Twichell, drew up the attached draft easement for review and alteration.

MOTION:

On a motion by Brenda Derrig, seconded by Terry Ludlum, the Utility Committee approved the draft easement with Cass Rural Water Users District on the Lift Station #59 site.

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

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

CITY OF FARGO PUBLIC WORKS
Wastewater Treatment Facility
3400 North Broadway
Fargo, ND 58102
Phone: 701-241-1454
Fax: 701-241-8159

MEMORANDUM

June 27th, 2018

To: **Utility Committee**

From: **Jim Hausauer, Wastewater Utility Director**

Re: **Sanitary Lift Station #59 (Northfield) – CRWUD Easement**

Background

Sanitary Lift Station #59 (LS#59) serves an undeveloped area on 37th Street N/Northfield Development adjacent to the Wastewater Stabilization Ponds (WWSP). This station also receives flows from Lake Shur Estates and the main lift station in Harwood. LS #59 can pump directly to the WWSP during wet weather events or to LS #61, which then directs flows to the Wastewater Treatment Facility (WWTF).

Recently, Jerry Blomeke, Cass Rural Water Users District (CRWUD), inquired about the possibility of getting an easement on the LS#59 site for a CRWUD reservoir and booster pump station. CRWUD currently has a pipeline easement for the adjacent water service line, but the booster station, once installed, may fall outside of the current easement. To formalize the working relationship and to protect both parties it was decided to have an additional easement for the reservoir/booster pump station. Sean Fredricks, Ohnstad Twichell, will draw up the documents for the City to review

Your consideration in this matter is greatly appreciated.

Recommended Motion

Authorize the Wastewater Utility staff to work with Cass Rural Water to draft an easement for review and City Commission approval, on the LS#59 site for a reservoir/booster pump station.

James Hausauer

From: Jerry Blomeke <Jerry.Blomeke@cassruralwaterdistrict.com>
Sent: Friday, May 25, 2018 8:07 AM
To: James Hausauer
Cc: Brent Brinkman
Subject: Booster Pump Site
Attachments: 20180525ColorPDF075609.pdf

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Jim:

Here is a map of the proposed booster pump site. Based on what we could see this arrangement appears to cause the least chance of interfering with the City's use of the parcel. However, we are certainly open to any other idea you may have. I am hopeful that this could be accomplished with an easement. If that is the case I would have Sean draw up a document for the City to review. If there is anything else you need from me just let me know.

Thanks,

Jerry Blomeke
General Manager
Cass Rural Water District
(701) 428-3139
(218) 790-1299 Cell

Please consider the environment before printing this email.

EASEMENT
(Pump Station)

THIS EASEMENT is made this ____ day of _____, 2018, by the City of Fargo, a North Dakota municipal corporation, with a post office address of 200 3rd Street North, Fargo, North Dakota 58102 (the "City"); and Cass Rural Water Users District, a North Dakota political subdivision, with a post office address of 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051 (the "District").

RECITALS

A. The District owns, operates, and maintains a water distribution system, including a pump station, pipelines, and associated infrastructure (the "Water Infrastructure") on property owned by the City.

B. The City has agreed to convey an easement to the District for purposes of construction, operation, and maintenance of the Water Infrastructure, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property**. The City grants and conveys to the District a non-exclusive permanent easement, including the District's rights under this Easement, in, on, under, through, over, and across the following parcel of real property in Cass County, North Dakota:

See attached **Exhibit A**.

The property described above is the "Easement Property." Attached to this Easement as **Exhibit B** is a map that depicts the Water Infrastructure.

2. **Easement Rights**. Under this Easement, the City grants to the District, and the District's officers, employees, agents, representatives, and contractors, this permanent and perpetual easement in, on, under, through, over, and across the Easement Property for the following purposes: ingress and egress for purposes of accessing the Water Infrastructure; constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances to accommodate the Water Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Easement Property; and the right to perform any other work necessary and incident to the construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the Water Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the Easement Property. The City will not be liable for any damages that occur to the Water Infrastructure as a result of the City's construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, or removal of the City's facilities or property on the Easement Property.

3. **Compliance with Laws**. The District, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the Water Infrastructure or the District's other permissible use, access, ingress, and egress rights upon, over, or across any of the Easement Property.

4. **Forbearance**. The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

5. **Governing Law**. This Easement will be construed and enforced in accordance with North Dakota law.

6. **Interpretation**. This Easement will be construed as if prepared by both parties.

7. **Severability**. If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

8. **Entire Agreement**. This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

9. **Assignment**. Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

10. **Binding Effect**. The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

11. **Modifications**. Any modifications or amendments of this Easement must be in writing and signed by the District and the City, and must be recorded in the Cass County Recorder's Office.

12. **Headings**. Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

[Signatures appear on the following pages.]

CITY OF FARGO

By: _____
Timothy Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Timothy Mahoney and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

_____
Notary Public, Cass County, ND

(SEAL)

CASS RURAL WATER
USERS DISTRICT

_____
Jon Zuther, President

ATTEST:

_____
Barry Bowman, Secretary

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

On this _____ day of _____, 2018, before me, a Notary Public in and for said County and State, personally appeared Jon Zuther and Barry Bowman, known to me to be the President and Secretary, respectively, of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that they executed the same on behalf of Cass Rural Water Users District.

_____
Notary Public, Cass County, ND

(SEAL)

The legal description contained in this document was drafted by:

EXHIBIT A

Legal Description of the Easement Property

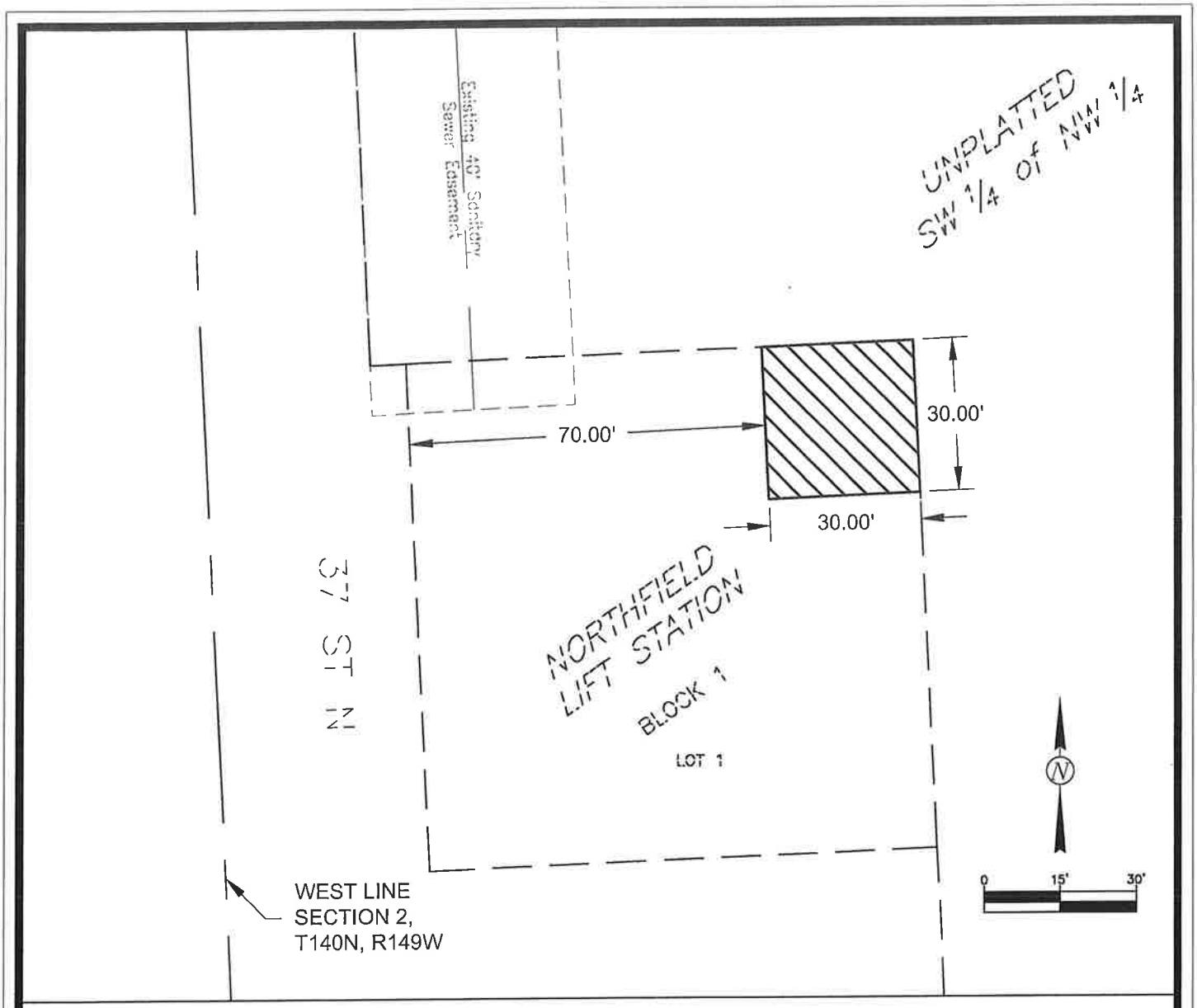


Exhibit A

- New Pump Station Easement

Description:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 2, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota more particularly described as:

The north 30.00 feet of Lot 1, Block 1 of NORTHFIELD LIFT STATION to the City of Fargo, Cass County, North Dakota on file at the Cass County Recorder's Office as document 1274777, except the west 70.00 feet thereof.

Said tract contains 900 square feet, more or less.

Bearings based on the City of Fargo ground control system.

THE CITY OF Fargo FAR MORE ENGINEERING DEPT.	PUMP STATION EASEMENT EXHIBIT A PARCEL 1
	DRAWN BY: CAS DATE: 6/27/2018
	APPROVED BY: BMW SHEET 1 OF 2

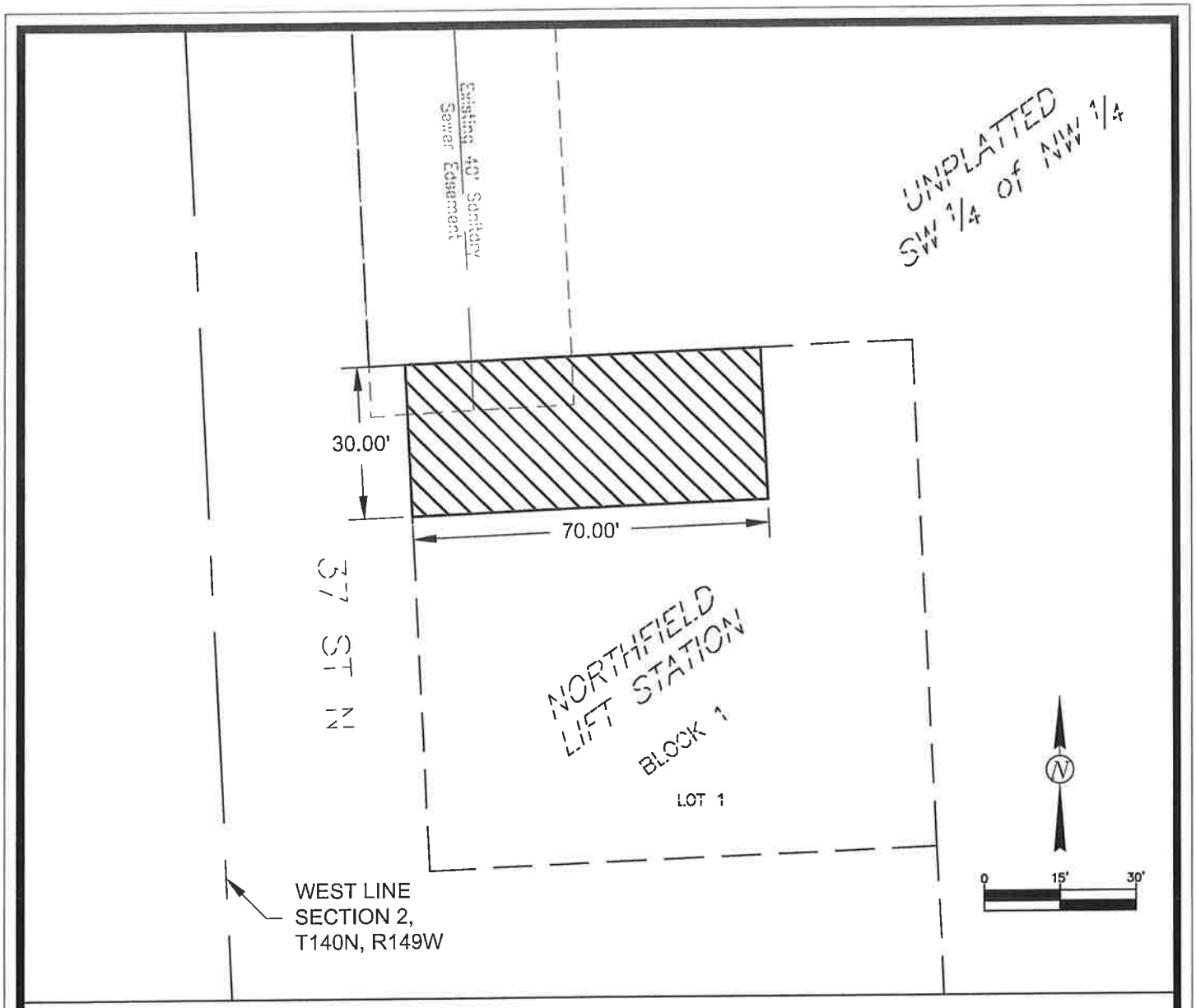


Exhibit A

- New Pump Station Easement

Description:

A tract of land in the Southwest Quarter of the Northwest Quarter of Section 2, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota more particularly described as:

The west 70.00 feet of the north 30.00 feet of Lot 1, Block 1 of NORTHFIELD LIFT STATION to the City of Fargo, Cass County, North Dakota on file at the Cass County Recorder's Office as document 1274777.

Said tract contains 2100 square feet, more or less.

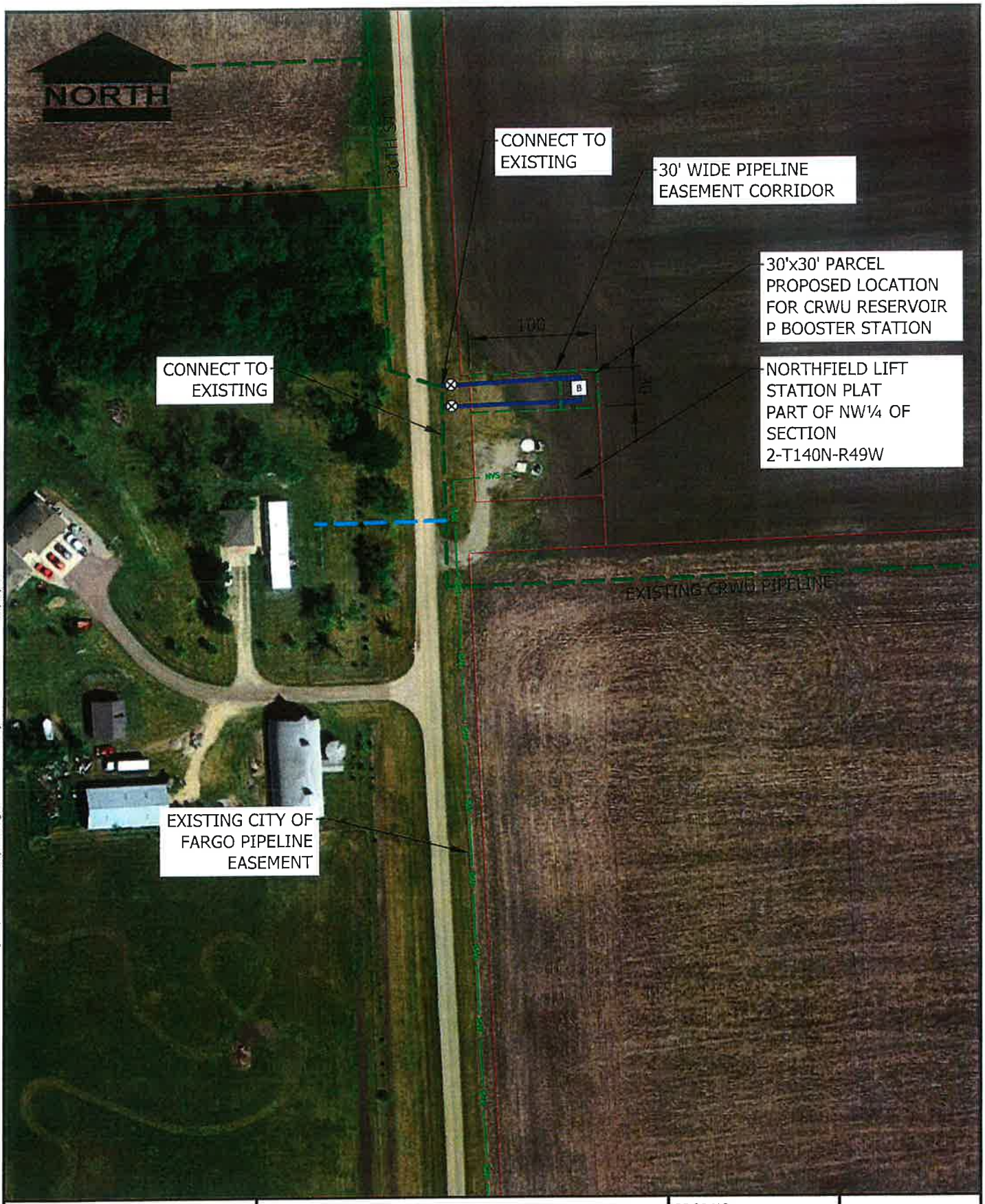
Bearings based on the City of Fargo ground control system.

THE CITY OF Fargo FAR MORE
ENGINEERING DEPT.

PUMP STATION EASEMENT	
EXHIBIT A PARCEL 2	
DRAWN BY: CAS	DATE: 6/27/2018
APPROVED BY: BWW	SHEET 2 OF 2

EXHIBIT B

Map of the Water Infrastructure



Drawing Name: F:\Proj\3000\3057\3057.067\AutoCad\Plan Set\Booster.dwg Layout Name: City of Fargo Exhibit Plotted By: DJH01125 Plotted on: 6/26/2018 4:08:36 PM

Bartlett&West
www.bartlettwest.com

RESERVOIR P BOOSTER SITE

SWNW¼ SECTION 2-T140N-R49W

PROJ NO:	SHEET NUMBER
3057.067	1
DATE: JAN. 2018	OF 1

CITY OF Fargo

(14)

July 10, 2018

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

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Signs RFP18174

Dear Commissioners:

Bids were opened at 11:30 AM on Tuesday, July 10, 2018 for signs.

The bids were as follows:

M & R Sign	$33,017.74

The signs will be paid for by the Traffic Engineering Budget Line Item General Supplies Traffic Signs.

This Traffic Engineering Department recommends award of the RFP18174 to M & R Sign in the amount of $33,017.74 as the lowest bid.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Al Schumacher
Brenda Derrig
Jen Graphenteen

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking proposals for: Signs RFP18174

All proposals must be received by 11:30 A.M., on Tuesday, July 10th at the Auditor's Office, City of Fargo, 200 3rd Street North, Fargo, ND 58102.

To obtain a sample of the Contract, Specifications and Bidding instructions, please visit the website below:

http://www.cityoffargo.com/CityInfo/Departments/Engineering

Or

Questions can be answered by contacting:

Allen Schumacher
Sign, Signal and Street Lighting Operations Manager
4630 15th Ave N
Fargo, ND 58102
Phone: (701) 241-1440
E-Mail: aschumacher@fargond.gov

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
June 11th and June 18th, 2018

CITY OF Fargo

From: Allen Schumacher – Sign, Signal & Street Lighting Operations Manager

Date: 7/10/2018

Re: RFP18174 Signs

The City of Fargo is seeking proposals for signs.

All sign fabrication, packaging, labeling, handling, and shipping shall follow the latest version of the NDDOT Standard Specifications for Road and Bridge Construction.

All materials furnished and used for this project shall be new and shall meet the City of Fargo Details. The traffic control sign details not otherwise specified shall meet the current edition of the Manual of Uniform Traffic Control Devices, published by the FHWA. All sign faces shall be according to the detail drawings and the alphabets shown in the MUTCD, Standard Highway Signs, and Standard Alphabets, published by FHWA.

Signs shall be a flat sheet aluminum alloy meeting ASTM B 209 Alloy 6061 T6, or 5052-H38 with mill finish. Both mounting holes on the sign shall be 3/8" in diameter to fit a 3/8" bolt.

5000 nylon washers shall be provided with the sign order, price for washers shall be incidental to the sign order. Nylon washers shall be 3/8" x 7/8" x 1/16".

All signs and washers shall be delivered to the Sign, Signal and Street Lighting Shop located at 4630 15th Ave N, Fargo, ND 58102 within 6 weeks of notice to proceed. The City of Fargo will have a forklift on site to unload signs shipped on pallets. Delivery shall be included in the cost of the item price.

Please submit prices for all of the items listed. Prices will be accepted until 11:30 A.M., Tuesday July 10, 2018. Please email all questions to aschumacher@fargond.gov or call 701-241-1440.

Sincerely,

Allen Schumacher

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

Al Schumacher

From: Tyler Tysver <tyler@mrsigncompany.com>
Sent: Wednesday, June 27, 2018 10:19 AM
To: Al Schumacher
Subject: RE: RFP's for Signs and Sign Materials
Attachments: 2018-06-27 CITY OF FARGO M-R SIGN QUOTE.pdf; CITY OF FARGO SQUARE TUBE POST QUOTE_0001.pdf; Tyler Tysver.vcf

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

Al,

Attached are the quotes you requested. As far as lead times go we would be 6-8 weeks out on the signs and could get the square tube posts to you around the same time or sooner as we have those on the lot. They would just need to be cut down to size. I did not quote anything on the Kleen Break hardware quote as upon further inspection found we didn't carry all those components.

Here is the breakdown for the quotes.....
Pages 1-10 came to a total of $31,475.30
The extra pages/pictures you had following came to a total of $1, 542.44
The total for all the signs together came to $33,017.74

There was one size of square tube post that we didn't carry which you will see described on the quote.
The total minus that one size not carried came to $13,029.25

Please let us know how the quotes came out. Thank you for considering M-R Sign and please let me know if you have any further questions.

Tyler

Tyler Tysver

(218) 736-5631 Work
tyler@mrsigncompany.com

1706 1st Ave N
Fergus Falls, MN 56537

www.mrsigncompany.com

From: Al Schumacher <ASchumacher@FargoND.gov>
Sent: Monday, June 11, 2018 6:23 AM
To: Kerry Briss <kerry@3dspecialties.com>; mrue@northstarsafety.com; Newman-Signs-Tarica (sales2@newmansigns.com) <sales2@newmansigns.com>; (tyler@mrsigncompany.com) <tyler@mrsigncompany.com>; Lyle-Signs-Mike-Russell (mikerussell@lylesigns.com) <mikerussell@lylesigns.com>; Lyle-Signs-Rhonda-Ferguson (rhondaferguson@lylesigns.com) <rhondaferguson@lylesigns.com>
Subject: RFP's for Signs and Sign Materials

Good Moring,
I just put out 2 different RFP's on the Quest eBid Job site. RFP 18174 is for Signs, and the other RFP is for signing materials, the Sign Material RFP 18175 has 2 different sections that will be awarded separately.

The RFP's on Quest for the following:
RFP 18174 - Signs (Quest eBidDoc #5818528)
RFP 18175 - Sign Post Materials (Quest eBidDoc #5818509)

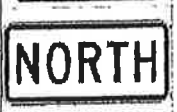
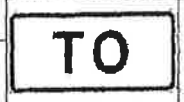
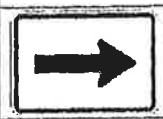
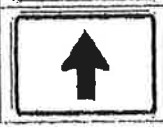
Allen Schumacher
Sign, Signal & Street Lighting Operations Manager
4630 15th Ave N
Fargo, ND 58102
701-241-1440

CITY OF Fargo **Sign Shop**
4630 15th Ave N
Fargo, ND 58102
aschumacher@fargond.gov
701-241-1440

RFP 18174 SIGNS

Item	QTY	MUTCD Code	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost	Extended Cost
1	15	D11-1	24 X 18 / 0.080	W/G / EG	Bike Route Guide	BIKE ROUTE	13.26	198.90
2	4	D9-2	24 X 24 / 0.080	W/BL / EG	Hospital	H	17.68	70.72
3	6	D9-2/FA	24 X 6 / 0.080	W/BL / EG	UDNR / Arrow		7.42	44.52
4	3	D9-2P	24 X 6 / 0.080	W/BL / EG	HOSPITAL	HOSPITAL	7.42	22.26
5	1	F8	30 X 24 / 0.080	B/W / EG	FARGO DOME	FARGODOME	25.64	25.64
6	4	I-7	24 X 24 / 0.080	W/G / EG	Train Station	1	17.65	70.72
7	6	M1-1/94	24 X 24 / 0.080	W/R&BL / EG	Number / Interstate Route Sign (94)	INTERSTATE 94	25.61	153.66

Page 1 Total = $586.42

Item	QTY	MUTCD Code	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description / Number	Drawing (Not to Scale)	Unit Cost		Extended Cost	
8	10	M1-4/81	24 X 24 / 0.080	B/W / EG	US Route Sign (81)		17	68	176	80
9	5	M2-1	21 X 15 / 0.080	B/W / EG	JCT		9	69	48	45
10	7	M3-1	24 X 12 / 0.080	B/W / EG	NORTH		8	84	61	88
11	4	M3-2	24 X 12 / 0.080	B/W / EG	EAST		8	84	35	36
12	2	M3-3	24 X 12 / 0.080	B/W / EG	SOUTH		8	84	17	68
13	5	M4-12	24 X 12 / 0.080	W/G / EG	END		8	84	44	20
14	9	M4-3	24 X 12 / 0.080	B/W / EG	BUSINESS		8	84	79	56
15	3	M4-5	24 X 12 / 0.080	B/W / EG	TO		8	84	26	52
16	4	M6-1	21 X 15 / 0.080	B/W / EG	ARROW		9	69	38	76
17	3	M6-3	21 X 15 / 0.080	B/W / EG	ARROW		9	69	29	07

Page 2 Total = $558,28

Item	QTY	MUTCDCode	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost		Extended Cost	
18	12	M7-1/F2	9 X 12	W/G						
			0.080	EG	ARROW		4	32	51	84
19	4	M7-6/F2L	12 X 9	W/G						
			0.080	EG	UP ARROW & LEFT ARROW		4	32	17	28
20	1	M7-6/F2R	12 X 8	W/G						
			0.080	EG	UP ARROW & RIGHT ARROW		4	32	4	32
21	12	R/F1	18 X 24	B/W						
			0.080	EG	Noise Ordinance Enforced 10PM-6AM Includes Horns Loud Music Shouting		13	26	159	12
22	3	R/F16	12 X 12	B/W						
			0.080	EG	SHORT MOVE ORDINANCE ENFORCED		5	42	16	26
23	9	R/F8	24 X 24	B/W						
			0.080	EG	NO CRUISING 9PM TO 6AM 3 TIMES/2 HOURS MAX. FINE $500 SECTION 8-1002 FMC		17	68	159	12
24	4	R10-6L	24 X 36	B/W						
			0.080	EG	STOP HERE ON RED		26	52	106	08
25	100	R1-1/30	30 X 30	W/R						
			0.080	DG3	STOP		41	12	4,111	00
26	21	R1-2	36 X 36	W/R						
			0.100	DG3	YIELD		32	81	689	01
27	30	R1-4	18 X 6	W/R						
			0.080	DG3	ALL WAY		5	78	173	48

Page 3 Total = $ 5,488.43

Item	QTY	MUTCDCode	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost	Extended Cost
28	30	R2-1/25	24 X 30 / 0.080	B/W / HIP	SPEED LIMIT 25		2.5 75	777 50
29	7	R2-1/30	24 X 30 / 0.080	B/W / HIP	SPEED LIMIT 30		2.5 75	180 25
30	5	R2-1/3524	24 X 30 / 0.080	B/W / HIP	SPEED LIMIT 35		2.5 75	128 75
31	10	R2-1/4024	24 X 30 / 0.080	B/W / HIP	SPEED LIMIT 40		2.5 75	257 50
32	11	R3-1	24 X 24 / 0.080	R&B/W / HIP	No Right Turn		2.0 60	226 60
33	27	R3-2	24 X 24 / 0.080	R&B/W / HIP	No Left Turn		2.0 60	556 20
34	4	R3-5L	30 X 36 / 0.100	B/W / HIP	LEFT ARROW		42 35	169 20
35	4	R3-6R	30 X 36 / 0.100	B/W / HIP	RIGHT ARROW		42 35	169 20
36	5	R3-6R	30 X 36 / 0.100	B/W / HIP	RIGHT & STRAIGHT ARROW		42 35	211 50
37	5	R3-7R	30 X 30 / 0.100	B/W / HIP	RIGHT LANE MUST TURN RIGHT		35 25	176 25

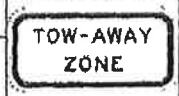
Page 4 Total = 2,847.95

Item	QTY	MUTCD Code	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost	Extended Cost
38	1	R3-8/F14	66 X 30 0.100	B/W HIP	DOUBLE LEFT ARROW / STRAIGHT ARROW / RIGHT ARROW		77.55	77.55
39	2	R3-8/F2	30 X 30 0.100	B/W HIP	LEFT ARROW / STRAIGHT & RIGHT ARROW		35.25	70.50
40	7	R3-8/F3	30 X 30 0.100	B/W HIP	LEFT ARRDW / STRAIGHT ARROW		35.25	246.75
41	4	R3-8/F4	30 X 30 0.100	B/W HIP	LEFT & STRAIGHT ARROW / RIGHT ARROW		35.25	141.00
42	5	R3-8/F9	48 X 30 0.100	B/W HIP	LEFT ARROW / STRAIGHT ARROW / RIGHT ARROW		56.13	282.65
43	5	R3-9b	24 X 36 0.080	B/W HIP	CENTER LANE		30.95	154.75
44	60	R4-7	24 X 30 0.080	B/W HIP	KEEP RIGHT		25.75	1,545.00
45	44	R5-1	30 X 30 0.100	R/W DG3	DO NOT ENTER		44.94	1,977.36
46	4	R5-1a	36 X 24 0.100	W/R DG3	WRONG WAY		43.14	172.56
47	1	R5-2/24	24 X 24 0.080	R&B/W EG	NO TRUCKS		17.68	17.68

Page 5 Total = $4,684.90

Item	QTY	MUTCDCode	Size (W x H) Thickness	Color Sheeting	Order Info Description	Drawing (Not to Scale)	Unit Cost		Extended Cost	
48	50	R6-1L	30 X 12	W/B			16	92		
			0.100	HIP	ONE WAY	ONE WAY			846	00
49	70	R6-1R	36 X 12	W/B			16	92		
			0.100	HIP	ONE WAY	ONE WAY			1,184	40
50	7	R6-4	30 X 24	B/W			25	75		
			0.080	HIP	Roundabout Double Arrow				180	25
51	19	R7/F10b	12 X 18	R&B/W			6	63		
			0.080	EG	NO PARKING 8AM-5PM WEEKDAYS				125	97
52	20	R7/F14a	12 X 18	R&B/W			6	63		
			0.080	EG	NO PARKING OFFICIAL VEHICLES ONLY				132	60
53	4	R7/F15	12 X 18	G/W			6	63		
			0.080	EG	PARALLEL PARKING ONLY	PARALLEL PARKING ONLY			26	52
54	11	R7/F16	12 X 18	G/W			6	63		
			0.080	EG	DIAGONAL PARKING	DIAGONAL PARKING			72	93
55	105	R7/F22	18 X 24	R&B/W			13	26		
			0.080	EG	NO PARKING (SYM) 2AM TO 7AM MON, WED, FRI, SUN				1,392	30
56	117	R7/F23	18 X 24	R&B/W			13	26		
			0.080	EG	NO PARKING (SYM) 2AM TO 7AM TUES, THURS, & SAT				1,551	42
57	25	R7/F27	12 X 18	R&B/W			6	63		
			0.080	EG	EMERGENCY SNOW ROUTE	EMERGENCY SNOW ROUTE			165	75

Page 6 Total = $5,678.14

Item	QTY	MUTCDCode	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost		Extended Cost	
58	14	R7/F2s	12 X 18 / 0.080	R&B/W / EG	NO PARKING EXCEPT SUNDAY		6	63	92	82
59	5	R7/F32	12 X 18 / 0.080	R/W / EG	POLICE DEPT. ONLY 7AM-6PM WEEKDAYS; Leave space for arrow		6	63	33	15
60	38	R7-108/F1	12 X 18 / 0.080	G/W / EG	Leave space for arrows 15 MIN PARKING 8AM-5PM WEEKDAYS		6	63	251	94
61	10	R7-108/F2	12 X 18 / 0.080	G/W / EG	Leave space for arrows 1/2 HR PARKING 8AM - 5PM WEEKDAYS		6	63	66	32
62	60	R7-108/F4	12 X 18 / 0.080	G/W / EG	Leave space for arrows 90 MIN PARKING 8AM-5PM WEEKDAYS		6	63	397	80
63	10	R7-108/F5	12 X 18 / 0.080	G/W / EG	Leave space for arrows 2 HR PARKING 8AM-5PM WEEKDAYS		6	63	66	32
64	80	R7-108/F8	12 X 18 / 0.080	G&R&B/W / EG	90 MIN PARKING 8AM-5PM EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS; SHORT		7	63	610	40
65	3	R7-201	12 X 6 / 0.080	R/W / EG	TOW-AWAY ZONE		3	21	9	63
66	7	R7-6e	12 X 18 / 0.080	R&B/W / EG	No Arrow NO PARKING LOADING ZONE		6	34	44	52
67	29	R7-8	12 X 18 / 0.080	BL&G/W / EG	No Arrow RESERVED PARKING		6	34	184	44

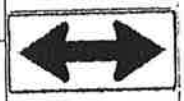
Page 7 total = $1,757.30

Item	QTY	MUTCDCode	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost		Extended Cost	
68	33	R7-8/F1	12 X 18	BL&G/W			6	36	237	88
			0.080	EG	RESERVED PARKING 90 MIN					
69	70	R7-8/P	12 X 12	B/W			4	42	307	40
			0.080	EG	UNAUTHORIZED PARKING MANDATES $100 FEE					
70	8	R7-8a	12 X 6	W/BL			3	21	25	68
			0.080	EG	VAN ACCESSIBLE					
71	300	R8-3a/18	18 X 18	R&B/W			9	95	2,985	00
			0.080	EG	NO PARKING					
72	50	R8-3a/F1D	12 X 18	R&B/W			6	36	318	00
			0.080	EG	NO PARKING DOUBLE ARROW					
73	100	R8-3a/F1L	12 X 18	R&B/W			6	36	636	00
			0.080	EG	NO PARKING LEFT ARROW					
74	80	R8-3a/F1R	12 X 18	R&B/W			6	36	508	80
			0.080	EG	NO PARKING; RIGHT ARROW					
75	4	R8-3a/F2	15 X 18	R&B/W		Nov 1 to Apr 15	8	29	33	16
			0.080	EG	NO PARKING NOV 1 TO APR 15					
76	20	S1-1	30 X 30	B/FYG			48	93	978	60
			0.080	FYG DG3	SCHOOL CROSSING					
77	3	S5-1	24 X 48	B&Y/W		SCHOOL SPEED LIMIT 20 WHEN FLASHING	41	29	123	60
			0.080	HIP	SCHOOL SPEED LIMIT 20 WHEN FLASHING					

Page 8 TOTAL = $6,128.12

Item	QTY	MUTCD Code	Size (W x H) / Thickness	Color / Sheeting	Order Info / Description	Drawing (Not to Scale)	Unit Cost	Extended Cost
78	4	S5-1/F1	24 X 48	B&Y/W		SCHOOL SPEED LIMIT 20	41 20	164 80
			0.080	HIP	SCHOOL SPEED LIMIT 20 WHEN CHILDREN ARE PRESENT			
79	2	S5-2	24 X 30	B/W		END SCHOOL ZONE	22 10	44 20
			0.080	EG	END SCHOOL ZONE			
80	17	W10-1/3Q	30 X Dia	B/Y		R R	46 81	195 77
			0.100	FY DG3	RAILROAD ADVANCE WARNING			
81	12	W10-9	24 X 18	B/Y		NO TRAIN HORN	23 73	284 76
			0.080	FY DG3	NO TRAIN HORN			
82	20	W11-2	30 X 30	B/Y			35 25	705 00
			0.100	HIP	PEDESTRIAN CROSSING			
83	7	W11-2/F1	30 X 30	B/FYG			44 94	314 58
			0.100	FYG DG3	PEDESTRIAN CROSSING			
84	3	W12-2	36 X 36	B/Y	Designate Height	13'-3"	44 28	132 84
			0.100	EG	LOW CLEARANCE 13'-3"			
85	7	W14-1	30 X 30	B/Y		DEAD END	30 05	215 25
			0.100	EG	DEAD END			
86	5	W16-7P/F1R	24 X 12	B/Y			11 28	56 40
			0.080	HIP	SUPPLEMENTAL ARROW PLAQUE			
87	17	W16-7PL	24 X 12	B/FYG			15 40	261 80
			0.080	FYG DG3	SUPPLEMENTAL ARROW PLAQUE			

Page 9 Total = $2,975.04

Item	QTY	MUTCDCode	Size (W x H) Thickness	Color Sheeting	Order Info Description	Drawing (Not to Scale)	Unit Cost		Extended Cost	
88	15	W16-7PR	24 X 12	B/FYG			15	49	234	00
			0.080	FYG DG3	SUPPLEMENTAL ARROW PLAQUE					
89	5	W16-9P	24 X 12	B/FYG			15	40	77	00
			0.080	FYG DG3	AHEAD					
90	5	W1-7	48 X 24	B/Y			45	12	225	60
			0.100	HIP	LARGE DOUBLE ARROW					
91	2	W4-1R	30 X 30	B/Y			35	35	70	50
			0.100	HIP	MERGE					
92	3	W4-4P/F	24 X 18	B/Y			23	10	69	30
			0.080	FY DG3	CROSS TRAFFIC DOES NOT STOP					
93	1	W5-1	36 X 36	B/Y			44	28	44	28
			0.100	EG	ROAD NARROWS					
94	4	W9-12	18 X 24	B/Y	Citizens supply sign		13	26	53	04
			0.080	EG	SLOW CHILDREN AT PLAY					

Page 10 Total = $ 770,72

Page 1-10 Total = $ 31,475.30

1.5" Radius, 0.4" Border, White on Green;
"4" @ 89% spacing;
1.5" Radius, 0.4" Border, 0.4" Round, Green on White;
"HR" @ 106% spacing;
1.5" Radius, 0.4" Border, 0.4" Round, Green on White;
"PARKING" @ 110% spacing; "8AM TO 5PM" @ 176% spacing;
"EXCEPT SATURDAYS, SUNDAYS & HOLIDAYS" @ specified length;
"NO RE-PARKING" Red @ specified length;
"To Avoid a Reparking Violation" Black @ specified length; NP GRAPHIC;
" Vehicle must move off" Black @ specified length;
" BLOCK FACE and not" Black @ specified length;
" return (or re-park) for" Black @ specified length;
" a minimum of 4 HRS." Black @ specified length

R7-108/F10
.080 E.G.
G+R+B/W
QTY =112

6,63 EA

1742,56 Total

R7-108/F1MS
12" x 18"
.080 E.G.
G/W
QTY = 6

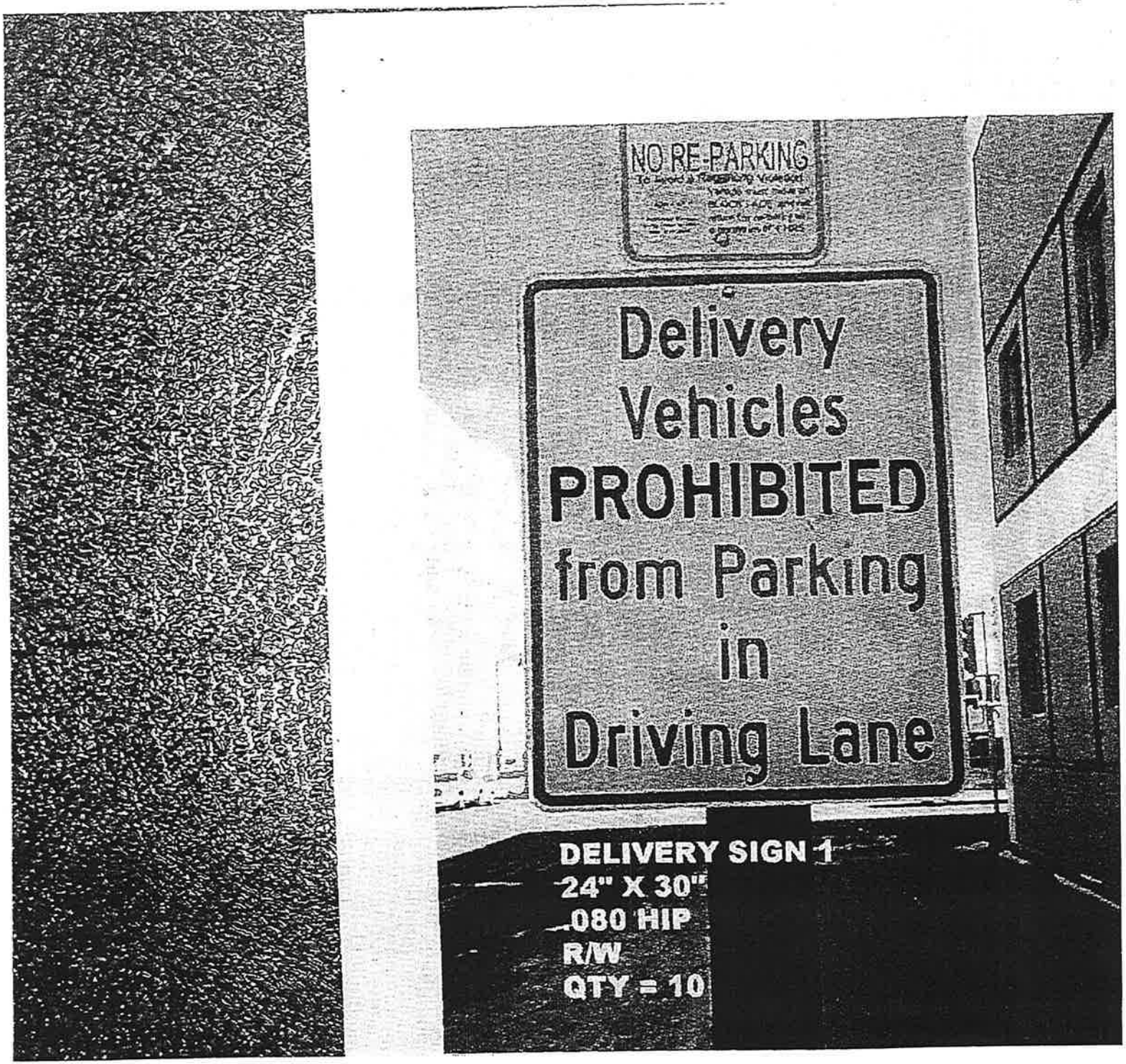
6.63 EA

#39.78 Total

R7-2/F5S
12" x 18"
.080 E.G.
R&B/W
QTY=10

6.63 EA

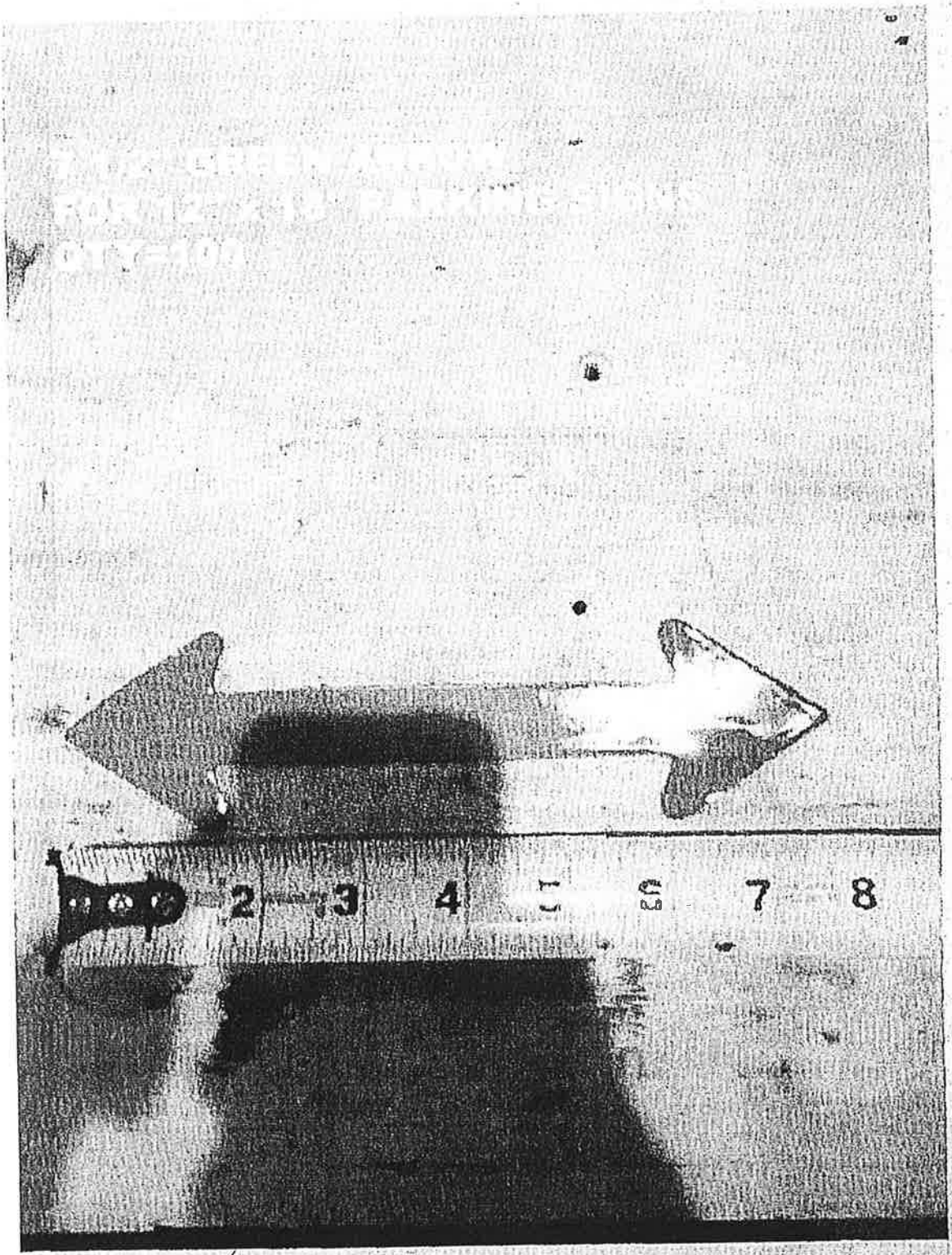
#66.30 Total


NO RE-PARKING
Delivery
Vehicles
PROHIBITED
from Parking
in
Driving Lane
DELIVERY SIGN 1
24" X 30"
080 HIP
R/W
QTY = 10

DELIVERY SIGN 2
30" x 36"
.080 HIP
BLK/RED ON WHITE
QTY=10

38.63

$386.30 Total



Pages Total = 1,542.44

#50 Total

,50 EA.

CITY OF Fargo

(15)

July 10, 2018

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

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Sign Materials RFP18175

Dear Commissioners:

Bids were opened at 11:30 AM on Tuesday July 10, 2018, for sign materials.

Section 1 bids were as follows:

3D Specialties	$12,154.75
M & R Sign, Incomplete bid	$13,029.25

Section 2 bids were as follows:

3D Specialties	$6,099.40

The sign materials will be paid for by the Traffic Engineering Budget Line Item General Supplies Traffic Signs.

This Traffic Engineering Department recommends award of the RFP181750 Sections 1 & 2 to 3D Specialties in the amount of $18,254.15 as the lowest bid.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Al Schumacher
Brenda Derrig
Jen Graphenteen

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking proposals for: Sign Materials RFP18175

All proposals must be received by 11:30 A.M., on Tuesday, July 10th at the Auditor's Office, City of Fargo, 200 3rd Street North, Fargo, ND 58102.

To obtain a sample of the Contract, Specifications and Bidding instructions, please visit the website below:

http://www.cityoffargo.com/CityInfo/Departments/Engineering

Or

Questions can be answered by contacting:

Allen Schumacher
Sign, Signal and Street Lighting Operations Manager
4630 15th Ave N
Fargo, ND 58102
Phone: (701) 241-1440
E-Mail: aschumacher@fargond.gov

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
June 11th and June 18th, 2018

CITY OF Fargo

From: Allen Schumacher – Sign, Signal & Street Lighting Operations Manager

Date: 7/10/2018

Re: RFP18175 Sign Post Materials

The City of Fargo is seeking proposals for signing materials.

All materials furnished and used for this project shall be new and shall meet the City of Fargo Details.

Section 1: Sign posts shall be galvanized Telespar 12 gauge perforated square posts or approved equal.

Section 2: Kleen Break 425 surface mount sign post couplers and parts.

RFP18175 will be awarded by Section.

All signing materials shall be delivered to the Sign, Signal and Street Lighting Shop located at 4630 15th Ave N, Fargo, ND 58102 within 6 weeks of notice to proceed. The City of Fargo will have a forklift on site to unload signs shipped on pallets. Delivery shall be included in the cost of the item price.

Please submit prices for all of the items listed. Prices will be accepted until 11:30 A.M., Tuesday July 10, 2018. Please email all questions to aschumacher@fargond.gov or call 701-241-1440.

Sincerely,

Allen Schumacher

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

3D Specialties
Sec. 1
RFP 18175

Sign Telespar Size	Qty	Price EA per Unit	Extended Price
1 1/4" x 12'	25	$27.10	$677.50
1 1/2" x 12'	50	$25.27	$1,263.50
1 3/4" x 12'	100	$29.62	$2,962.00
2" x 12'	150	$35.64	$5,346.00
2 1/4" x 12'	25	$36.22	$905.50
2 1/2" x 12'	25	$40.01	$1,000.25
		Section 1 Total =	$12,154.75

Telespar Specifications	
12 Gauage	
Galvanized finish	
Perforated	

Delivered to 4630 15 Ave N, Fargo, ND -- Delivery phone contact 701-730-8663

Estimated Date of Delivery: 2 weeks ARO

3D Specialties
Sec. 2
RFP18175

Kleen Break 425 Part Number	Qty	Price EA per Unit	Extended Price
XKB42520-G Complete 425	50	$75.77	$3,788.50
SBH5840-Z Shear Bolt	60	$6.86	$411.60
RB30-EPDM Rubber Bushing	20	$5.24	$104.80
LWX35-G Locking Wedge	100	$7.78	$778.00
TX175-200-G Square Post Receiver	25	$28.18	$704.50
Simpson-Strong Tile Titan HD Bolt Model #THD50400H	150	$2.08	$312.00
		Section 2 Total =	$6,099.40

Kleen Break Model 425	

Delivered to 4630 15 Ave N, Fargo, ND -- Delivery phone contact 701-730-8663

Estimated Date of Delivery : 2 weeks ARO

M+R Sign
Sec 1

RFP18175

Sign Telespar Size	Qty	Price EA per Unit	Extended Price
1 1/4" x 12'	25	N/A	Do not carry this size
1 1/2" x 12'	50	$30.71	$1,535.50
1 3/4" x 12'	100	$33.69	$3,369
2" x 12'	150	$37.82	$5,673
2 1/4" x 12'	25	$46.36	$1,159
2 1/2" x 12'	25	$51.71	$1,292.75
		Section 1 Total =	$13,029.25

Telespar Specifications	
12 Gauage	
Galvanized finish	
Perforated	
Delivered to 4630 15 Ave N, Fargo, ND -- Delivery phone contact 701-730-8663	
Estimated Date of Delivery:	We could deliver with

Signs in 6-8 weeks or sooner if needed. Please note the size that we do not carry.

Our Square tube posts are manufactured by Trinity Highway.

16

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Block 9 Developer and Road Use Agreement

Location: Block 9 – Broadway btwn 2nd & 3rd Ave

Date of Hearing: 7/9/2018

Routing	Date
City Commission	7/16/2018
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding the Block 9 Developer and Road Use Agreement for the Block 9 complex. The project has an expected duration of 3 years.

This is for an extended use of right-of-way on:

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

Subject to attorney review of both developer agreements to make sure there is sufficient insurance.

On a motion by Kent Costin, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Developer and Road Use Agreement with Kilbourne Group, subject to attorney review.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Developer and Road Use Agreement for the building of Block 9 with Kilbourne Group.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
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	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

ITEM 1

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Kristy Schmidt, CE II KLS

Date: July 3, 2018

Re: Block 9 Developer and Road Use Agreement

Background:

I have been working with Kilbourne and our City Attorney's Office to compile the necessary Developer and Road Use Agreement for the Block 9 complex. This project has an expected duration of 3 years.

This is an extended use of right of way on:

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

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

Recommended Motion:
Approve Developer and Road Use Agreement for the building of Block 9 with the Kilbourne Group.

KLS/klo
Attachment

C: Keith Leier, Kilbourne Group

Developer and Road Use Agreement

This Agreement, made and entered into between Block 9 Partners, LLC, a North Dakota limited liability company ("Developer") and the City of Fargo, a municipal corporation ("City"), is for the purpose of providing access 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:

   Lot 1, Block 9.
   Lots 14 thru 24, Block 9.
   The west 10 feet of the vacated alley between 2nd and 3rd Avenue north, adjacent to Lot 1 and Lots 14 thru 24 of Block 9 all in Keeney and Devitt's Addition.
   All in Keeney and Devitt's Addition.

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

2. Developer shall be permitted to use the public right of way in such a manner as described in attached Exhibit A, 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.

3. Developer shall be solely responsible for the condition of the pedestrian travel 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 may address public safety concerns that may intermittently result due to activities in close proximity to the pedestrian travel path, with notice and City approval resulting in temporary closure of pedestrian travel path, or modifications to the construction logistics plan.

4. Intermittent closure of 3rd Avenue North shall be permitted between 5th Street and Broadway, including the intersection closure (approximately 6 times for no more than 1 day for each closure) at such times and with such City approval with Notice to the City at least 5 days in advance of such closure, provided the North sidewalk remains open at all times. City shall notify the effected property owners by issuing a press release of the intersection closure. Closure of 3rd Avenue North must be approved by City in advance of such intended closure. In addition, Developer shall provide City Engineering a traffic control plan in advance of closure. Developer shall amend or modify the traffic control plan as directed by City Engineering.

5. 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.

6. Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility provider, 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.

7. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard use for a period of 36 months from the date of this Agreement. Any request for extension must be made at least one month prior to the expiration of this Agreement in order to allow City adequate time to consider the request.

8. Developer shall be responsible for the obliteration of the existing roadway traffic markings, and shall be permitted to use semi-permanent markings to delineate the remaining lanes of traffic, in a form and substance approved by the City. Re-established temporary traffic lanes shall be in such width as approved by City Engineering in advance of any use of the right of way.

9. 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, including striping.

10. Developer agrees to professionally remove the existing decorative brick pavers installed by the City within the permitted use area. Developer agrees to preserve the pavers , making the same available for reinstallation at City discretion.. Developer agrees and understands that City shall not be responsible for the cost of the removal of the pavers, and City will not pay Developer for the pavers. Nevertheless, Developer is responsible for the re-installation of the pavers in substantially the same condition as they were at time of removal, or replacement thereof, at Developer's cost, in accordance with City Specifications.

11. Developer shall be permitted to remove the existing street lights located within the permitted temporary construction area. Developer shall deliver the same to City for storage or use.

12. Developer shall be responsible for the installation of permanent street lights, 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 street lights. 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 responsibility of the City.

13. Developer shall install temporary street lights 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 street lights. Temporary replacement lighting must be installed within 24 hours of removal of the existing street lights.

14. 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 street lights within 24 hours of notice of deficiency.

15. Developer agrees to provide approved signage for revised street parking in and around the Development Property, at Developer's cost.

16. Developer shall remove and salvage the decorative column on the corner of Broadway and 2nd Avenue, located within the permitted temporary construction area. Developer shall use all due care and cautions to preserve the column for re-use and installation at a later time. Developer shall deliver the column to a location designated by City, in a reasonable manner and at a time when City personnel will be on-site at the designated delivery location. The column shall be placed on a pallet for storage by City. Developer shall be responsible for all costs associated with its

replacement at a location to be later agreed to by the parties hereto. City to provide Developer the as-built drawings to aid in the proper handling of the column.

17. In the event the decorative column is damaged or destroyed, or its reinstallation is otherwise rendered impossible due to the Developer's actions, Developer shall secure and install a City approved replacement, to City's satisfaction and at Developer's sole cost.

18. Developer shall be responsible for the removal and delivery to City of the granite paver located within the temporary construction area. Developer shall use all due care and cautions to preserve the granite paver for re-use and installation at a later time. Developer shall deliver the paver to a location designated by City, in a reasonable manner and at a time when City personnel will be on-site at the designated delivery location. The paver shall be placed on a pallet for storage by City. Developer shall be responsible for all costs associated with its replacement at a location to be later agreed to by the parties hereto.

19. 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.

20. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the work space 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 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.

21. 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.

22. Developer shall provide unimpeded, constant access to the fire hydrants located within the site, as identified on Exhibit A.

23. Developer shall be permitted to remove the existing planters and irrigation system located in the right of way adjacent to the Development Property.

24. Developer shall be responsible for developing and securing City approval of a revised streetscape following construction activities, including the reestablishment of all vegetation and irrigation, as directed by City.

25. Developer shall be permitted to remove four (4) trees (including stumps and root systems to the extent possible without impacting any utilities) located on the Development Property impacted by the proposed construction. Any utility relocation necessitated by the stump removal is the responsibility of Developer.

26. Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the street lights, planter, brick pavers, granite paver, decorative column, 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.

27. 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.

28. 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.

29. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure which may be impacted by this Agreement. 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.

30. 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 of City.

31. At its discretion, the 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.

32. Notices required by this Agreement shall be given as follows:

As to the Developer:

Block 9 Partners, LLC
Keith Leier, Kilbourne Project Manager
210 Broadway, Suite 300
Fargo, ND 58102
Keith@kcmfargo.com
(701) 212-1994 (work)
(701) 446-7956 (mobile)

As to the City:

City of Fargo Engineering
225 4th Street North
Fargo, ND 58102
feng@fargond.gov
(701) 241-1545

33. Developer agrees that failure to secure acceptance from City of the restored infrastructure and improvements, including decorative features, 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 the 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

41. It is specifically agreed between the parties that this Developer Agreement may be recorded.

42. 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 any and all expenses that may be incurred by City as a result of Developer's work in the right of way. These funds will be used by City for items such as street lighting, snow removal, and debris cleanup in the construction impact area within the right of way that are not timely remedied by Developer, or the finished product is unsatisfactory.

    When a corrective measure is required by the City, City will notify Developer by phone and email. Generally, City will request Developer remedy the identified deficiency within 3 days, or less in the event of an emergency. However, in the event the finished product is unacceptable, City and Developer agree to negotiate an appropriate time frame to remedy the identified deficiency. 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)

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

Dated: 7-11-2018

By: Mike Allmendinger
Its: Vice President

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 11 day of July, 2018, before me, a notary public in and for said county and state, personally appeared Mike Allmendinger of Block 9 Partners, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

LISA OSLAND
Notary Public
State of North Dakota
My Commission Expires November 15, 2019

(SEAL)

Lisa Osland
Notary Public
Cass County, ND
My Commission expires: 11-15-2019

City of Fargo, a North Dakota municipal corporation

Dated: _____

_____
Timothy J Mahoney, Mayor

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

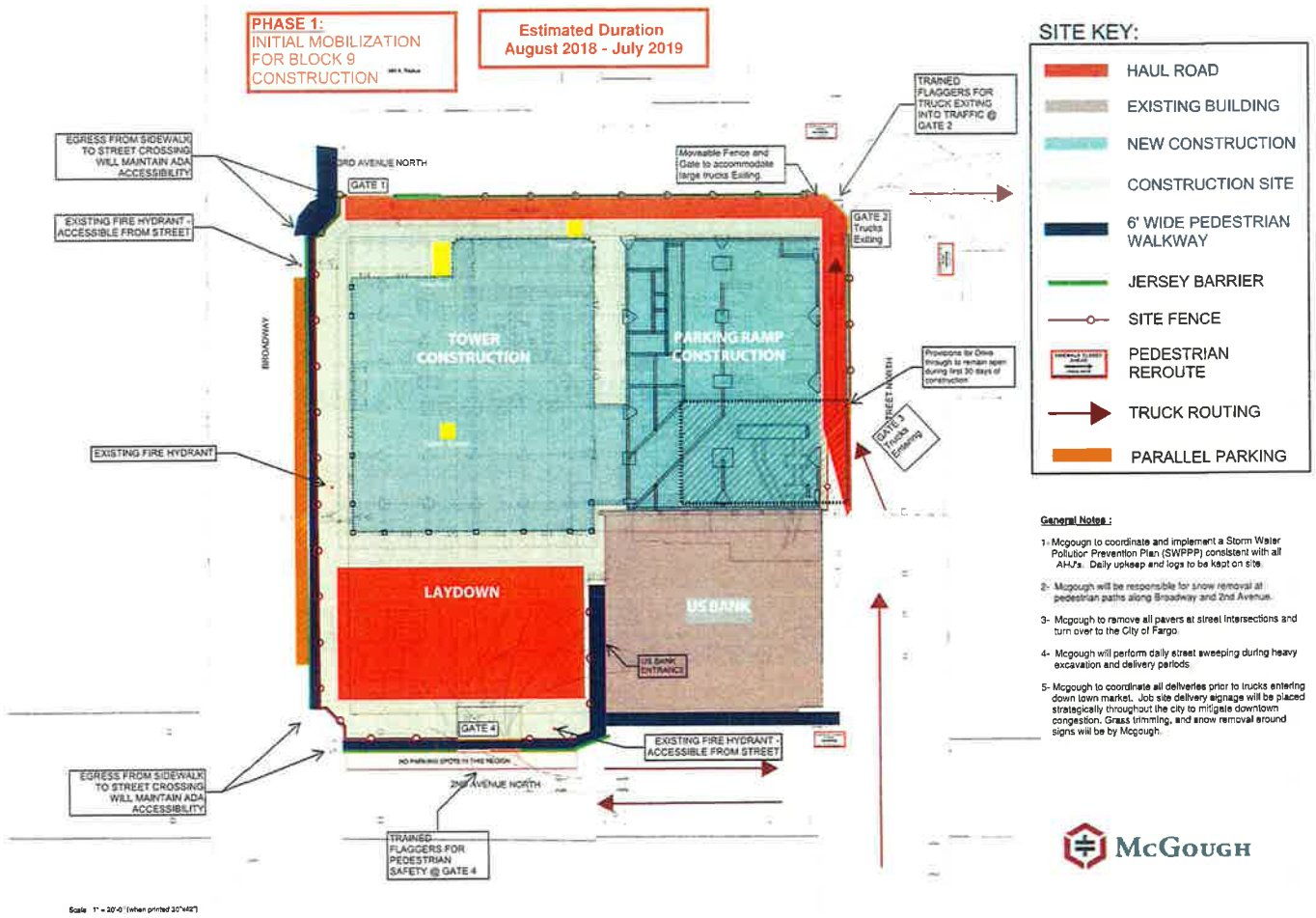
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
City of Fargo Engineering
200 N. 3rd St.
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

EXHIBIT A
Construction Logistics Plan



General Notes :

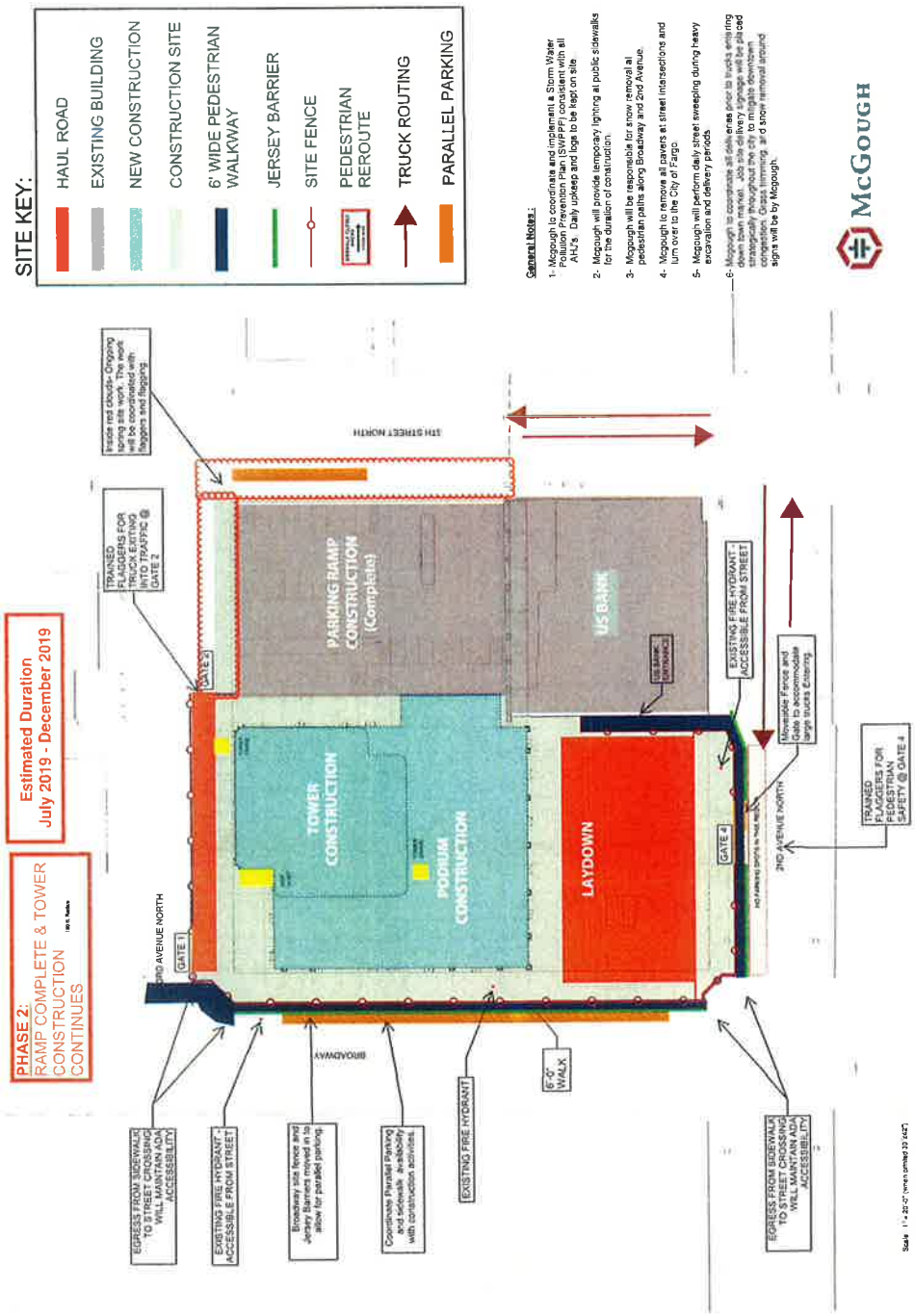
1- Mcgough to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) consistent with all AHJ's. Daily upkeep and logs to be kept on site.

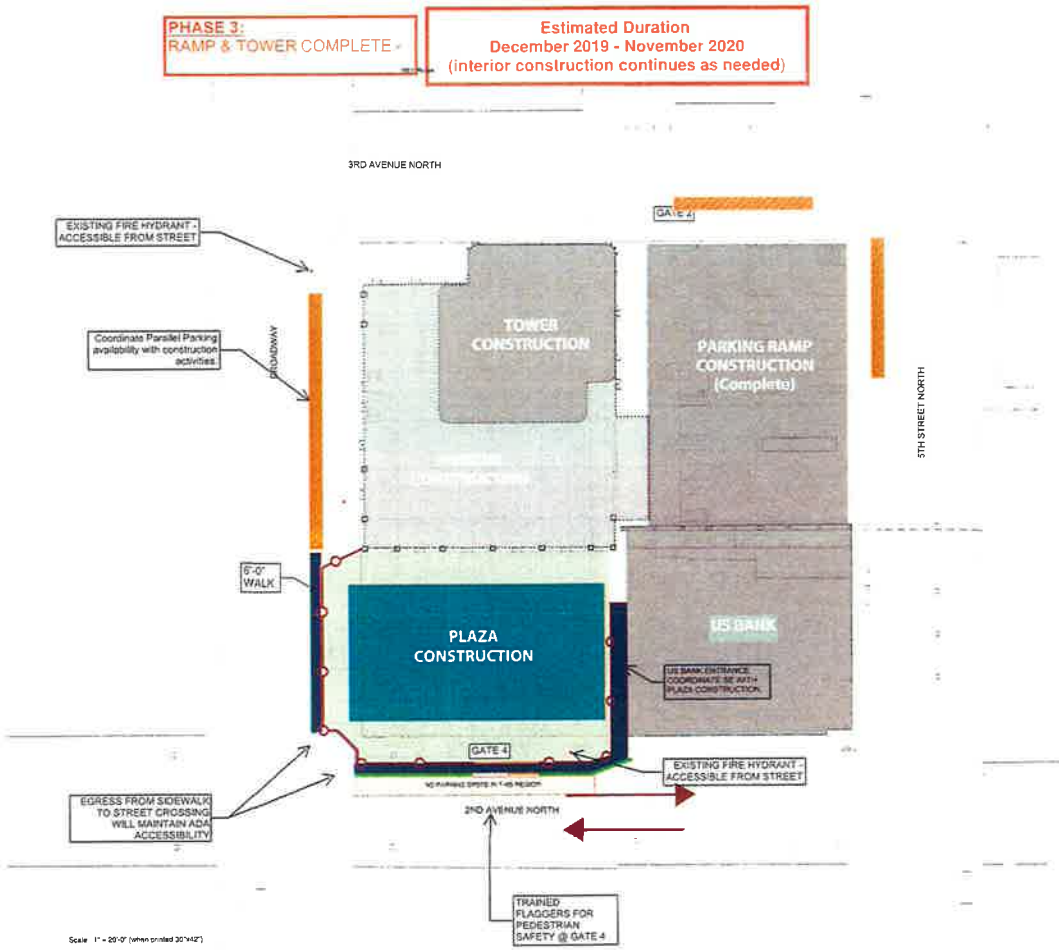
2- Mcgough will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.

3- Mcgough to remove all pavers at street intersections and turn over to the City of Fargo.

4- Mcgough will perform daily street sweeping during heavy excavation and delivery periods.

5- Mcgough to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass trimming, and snow removal around signs will be by Mcgough.


SITE KEY:
HAUL ROAD
EXISTING BUILDING
NEW CONSTRUCTION
CONSTRUCTION SITE
6' WIDE PEDESTRIAN WALKWAY
JERSEY BARRIER
SITE FENCE
PEDESTRIAN REROUTE
TRUCK ROUTING
PARALLEL PARKING
General Notes:
1- Mcgough to coordinate and implement a Storm Water Pollution Prevention Plan (SWPPP) consistent with all AHJ's. Daily upkeep and logs to be kept on site.
2- Mcgough will provide temporary lighting at public sidewalks for the duration of construction.
3- Mcgough will be responsible for snow removal at pedestrian paths along Broadway and 2nd Avenue.
4- Mcgough to remove all pavers at street intersections and turn over to the City of Fargo.
5- Mcgough will perform daily street sweeping during heavy excavation and delivery periods.
6- Mcgough to coordinate all deliveries prior to trucks entering down town market. Job site delivery signage will be placed strategically throughout the city to mitigate downtown congestion. Grass trimming and snow removal around signs will be by Mcgough.
McGOUGH
PHASE 2:
RAMP COMPLETE & TOWER CONSTRUCTION CONTINUES
Estimated Duration
July 2019 - December 2019
PARKING RAMP CONSTRUCTION (Complete)
US BANK
TOWER CONSTRUCTION
PODIUM CONSTRUCTION
LAYDOWN
5TH STREET NORTH
2ND AVENUE NORTH
BROADWAY
GATE 1
GATE 2
GATE 3
GATE 4
Inside red clouds- Ongoing spring site work. This work will be coordinated with flaggers and flagging
TRAINED FLAGGERS FOR TRUCK EXITING INTO TRAFFIC @ GATE 2
EXISTING FIRE HYDRANT ACCESSIBLE FROM STREET
Moveable Fence and Gate to accommodate large trucks Entering
TRAINED FLAGGERS FOR PEDESTRIAN SAFETY @ GATE 4
EGRESS FROM SIDEWALK TO STREET CROSSING WILL MAINTAIN ADA ACCESSIBILITY
EXISTING FIRE HYDRANT ACCESSIBLE FROM STREET
Broadway side fence and Jersey Barriers moved in to allow for parallel parking
Coordinate Parallel Parking and sidewalk availability with construction activities
EXISTING FIRE HYDRANT
6'-0" WALK
EGRESS FROM SIDEWALK TO STREET CROSSING WILL MAINTAIN ADA ACCESSIBILITY



SITE KEY:

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

General Notes :

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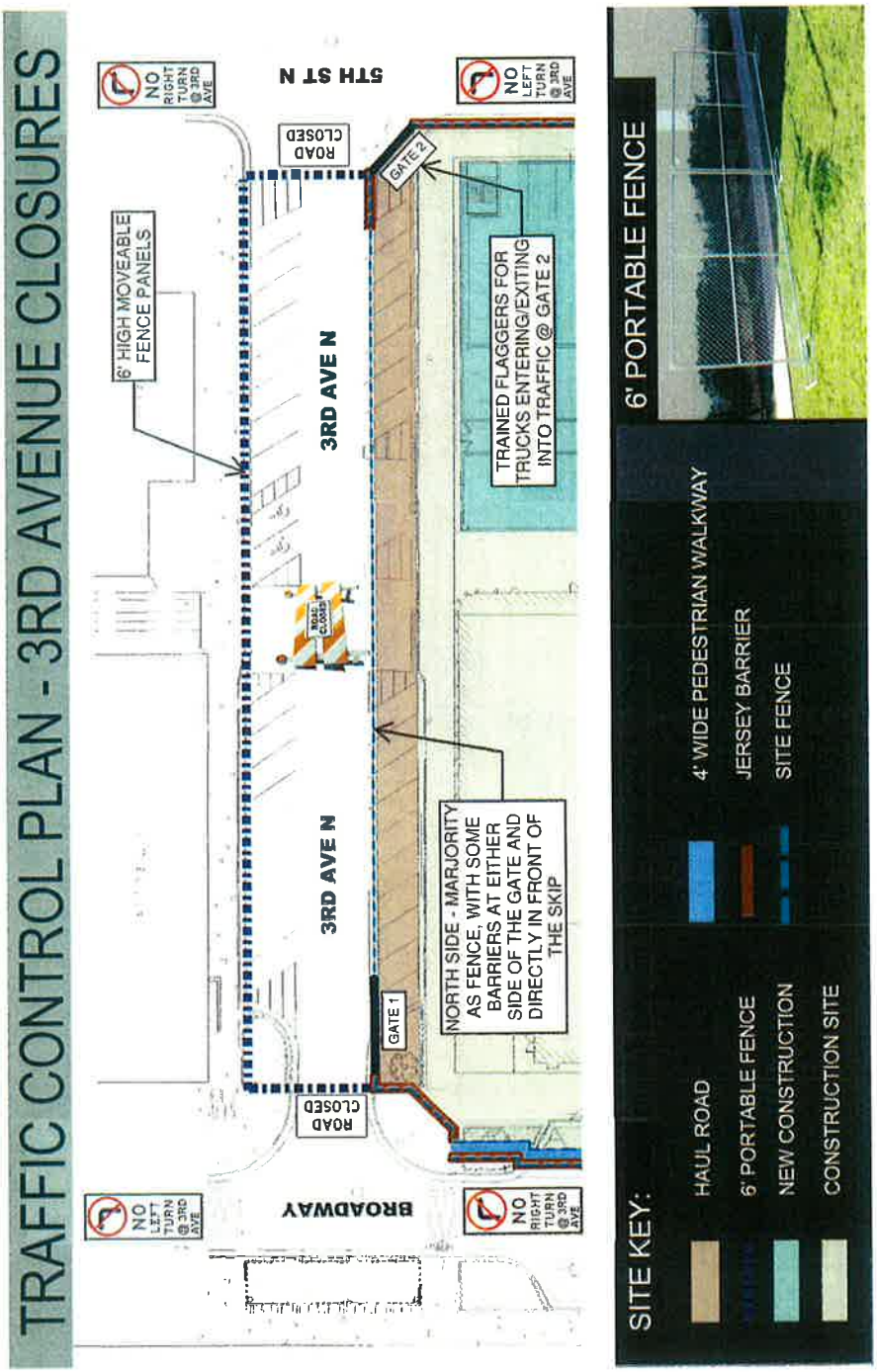
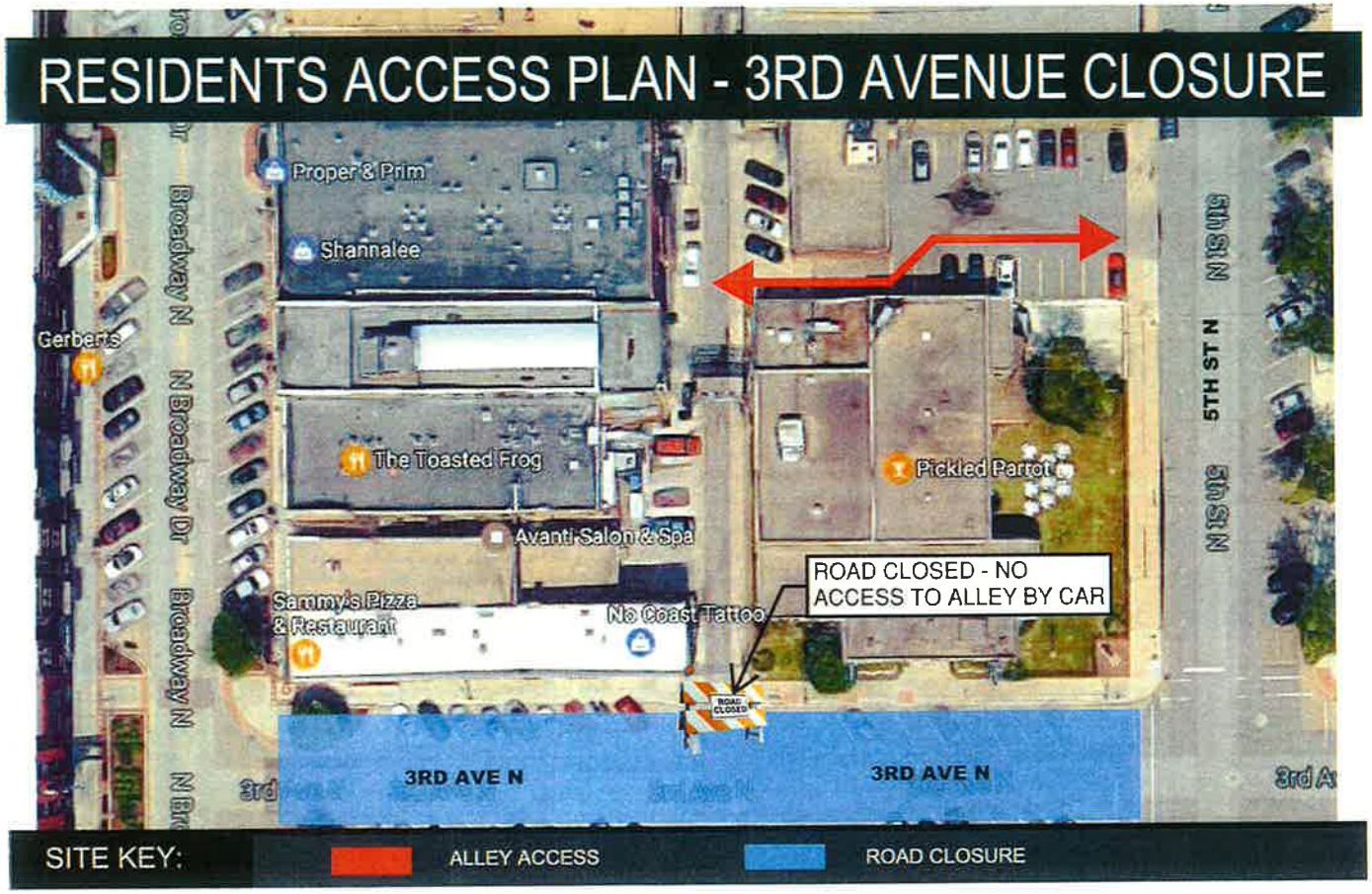
McGOUGH


TRAFFIC CONTROL PLAN - 3RD AVENUE CLOSURES
NO RIGHT TURN @ 3RD AVE
NO LEFT TURN @ 3RD AVE
5TH ST N
ROAD CLOSED
GATE 2
6' HIGH MOVEABLE FENCE PANELS
3RD AVE N
TRAINED FLAGGERS FOR TRUCKS ENTERING/EXITING INTO TRAFFIC @ GATE 2
NORTH SIDE - MARJORITY AS FENCE, WITH SOME BARRIERS AT EITHER SIDE OF THE GATE AND DIRECTLY IN FRONT OF THE SKIP
GATE 1
ROAD CLOSED
NO LEFT TURN @ 3RD AVE
BROADWAY
NO RIGHT TURN @ 3RD AVE
6' PORTABLE FENCE
SITE KEY:
HAUL ROAD
6' PORTABLE FENCE
NEW CONSTRUCTION
CONSTRUCTION SITE
4' WIDE PEDESTRIAN WALKWAY
JERSEY BARRIER
SITE FENCE


RESIDENTS ACCESS PLAN - 3RD AVENUE CLOSURE
Proper & Prim
Shannalee
Gerberts
The Toasted Frog
Avanti Salon & Spa
Pickled Parrot
Sammy's Pizza & Restaurant
No Coast Tattoo
ROAD CLOSED - NO ACCESS TO ALLEY BY CAR
Broadway N
N Broadway Dr
5TH ST N
3RD AVE N
3RD AVE N
SITE KEY:
ALLEY ACCESS
ROAD CLOSURE

Block 9 Plaza

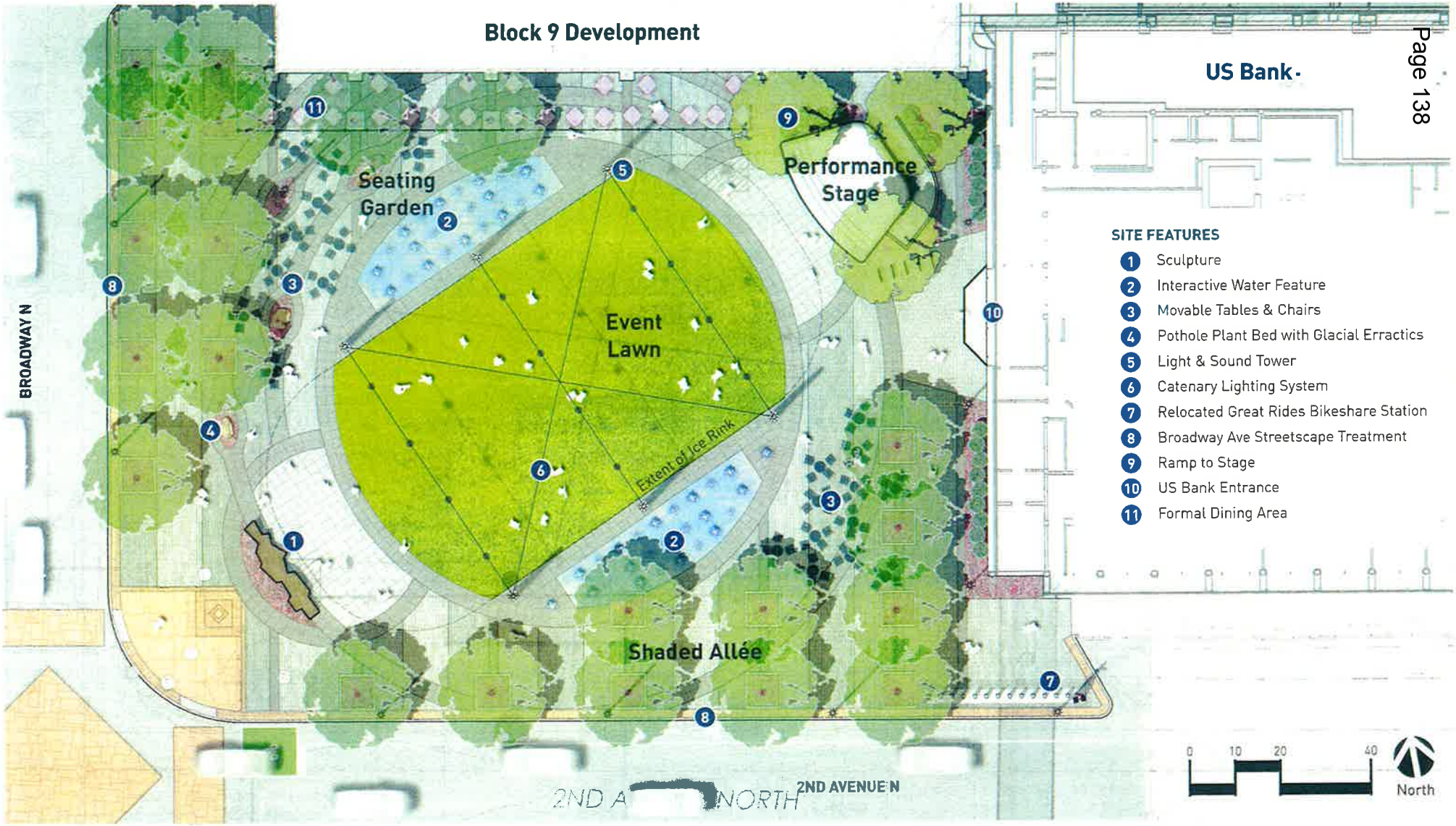
February 6, 2017

KILBOURNE GROUP

RUNDELL ERNSTBERGER ASSOCIATES

LANDelements SCAPE architects

Block 9 Development

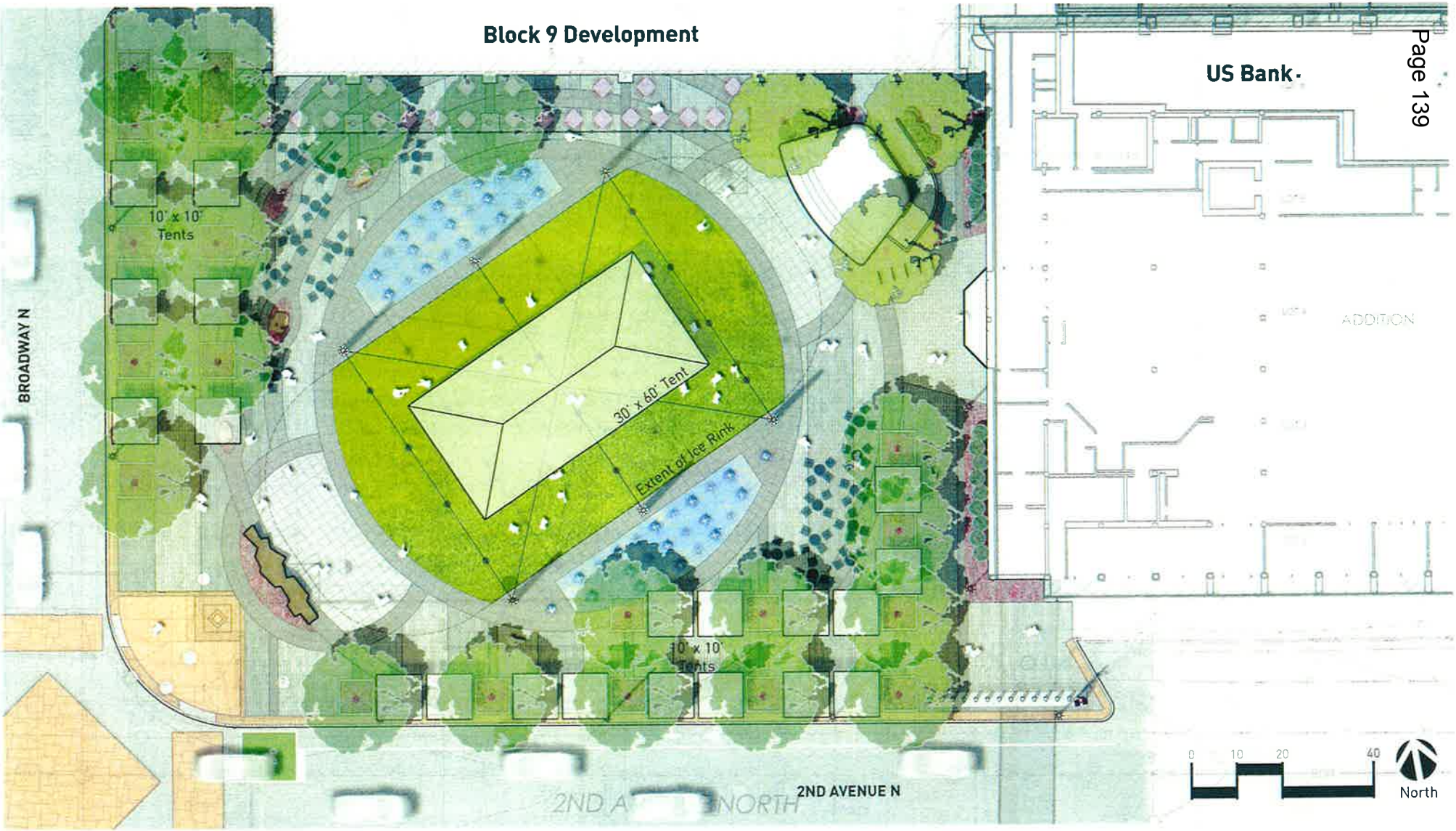


KILBOURNE GROUP

CONCEPTUAL DESIGN: SUMMER

RUNDELL ERNSTBERGER ASSOCIATES

LANDelements LANDSCAPE architects

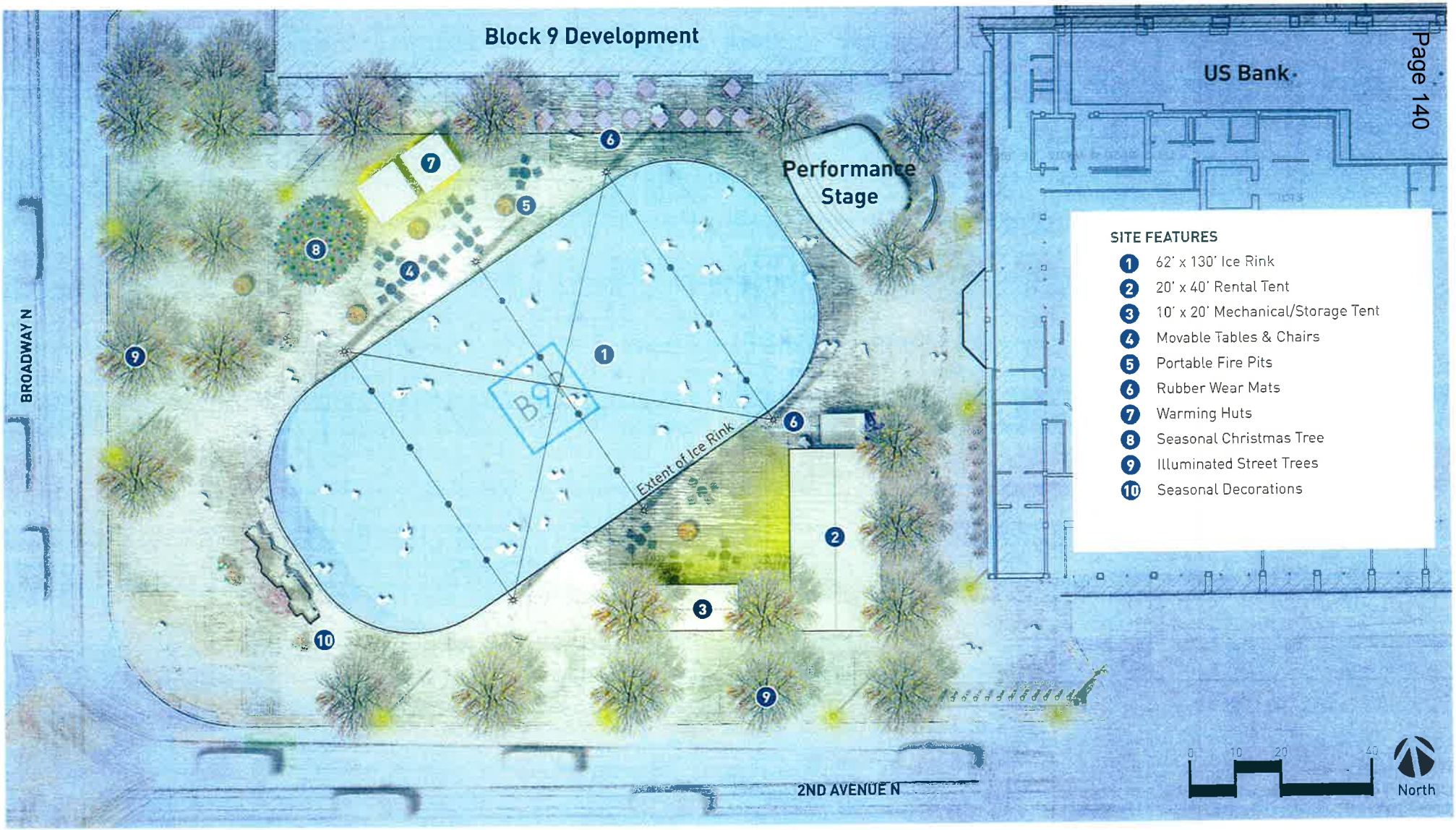


KILBOURNE GROUP

CONCEPTUAL DESIGN: EVENT LAYOUT

RUNDELL ERNSTBERGER ASSOCIATES

LANDelements LANDSCAPE architects



KILBOURNE GROUP

CONCEPTUAL DESIGN: WINTER

RUNDELL ERNSTBERGER ASSOCIATES

LANDelements

COVER SHEET
CITY OF FARGO PROJECTS

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.

17-1

Exact, full name of Improvement District as it will appear in the Contract:

New Sidewalk Construction & Incidentals

Project No. SN-18-C2

Call For Bids July 16, 2018

Advertise Dates July 18, 23 & July 30, 2018

Bid Opening Date August 8, 2018

Substantial Completion Date October 31, 2018

Final Completion Date June 15, 2019

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Nathan Boerboom

Phone No. 241-1545

The items listed above are for use on all City projects. The additional items listed below are to be checked only when all or part of a project is to be special assessed:

N/A Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. ~~SN-18-C1~~ SN-18-C2 (No bids)
Type: Project Creation, CIP Revision & Task Order

Location: City Hall and City Centre Lofts
Date of Hearing: 4/30/2018

Routing	Date
City Commission	~~6/18/2018~~ 7/16/2018
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed a communication from Division Engineer, Nathan Boerboom, regarding a recommendation to create and add a project to the 2018 CIP. The proposed project being contemplated is a sidewalk connection between the new City Hall building and City Centre Lofts parking areas.

Both of these structures are nearing completion and expected to be put into service this summer. The City has entered into an agreement with the City Centre Lofts property owner to provide parking for City employees, which is why this project is being proposed.

Staff is recommending the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering for the completion of the design and bidding documents for this project.

On a motion by Ben Dow, seconded by Mark Bittner, the Committee voted to approve the revision of the 2018 CIP to include Project #SN-18-C1 and the approval of Task Order #15 with Houston Engineering.

RECOMMENDED MOTION
Concur with PWPEC recommendation approve the revision of the 2018 CIP to include Project #SN-18-C12

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: City Hall Construction Funds

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

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

Brenda E. Derrig, P.E.
Division Engineer

ATTEST:

C: Kristi Olson

ENGINEER'S REPORT

NEW SIDEWALK CONSTRUCTION & INCIDENTALS

PROJECT NO. SN-18-C2

Nature & Scope

Construct a new sidewalk, adjacent to the new City Hall building, along 2nd Street North and between the new City Hall building and the City Centre Loft property.

Purpose

The purpose of this project is to connect the existing sidewalk on 3rd Avenue North to 2nd Street North, as well as complete the sidewalk along 2nd Street North so that it has full connectivity along 2nd Street. This project will also provide a sidewalk connection between the new City Hall building and the City Centre Loft property.

Feasibility

The estimated construction cost of this project is $308,460.00 the funding source for follows:

Estimated Construction Cost:	
Construction Costs:	$ 308,460.00
7% Engineering Fees:	$ 21,592.20
3% Legal:	$ 9,253.80
4% Interest:	$ 12,338.40
Outside Engineering Fees:	$ 25,000.00
Total:	**$ 376,644.40**

Funding:	
Infrastructure Sales Tax (Fund 420)	$ 376,644.40

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
NATHAN BOERBOOM
PE-6428
DATE: 7/12/2018
NORTH DAKOTA

Nathan Boerboom, PE
Division Engineer

COVER SHEET
CITY OF FARGO PROJECTS

17-2

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 Project as it will appear in the Contract:

WATER SERVICE LOWERING & INCIDENTALS

Project No. UR-18-A

Call for Bids July 16, 2018

Advertise Dates July 23, 30 & August 6, 2018

Bid Opening Date August 22, 2018

Substantial Completion Date August 2, 2019

Final Completion Date August 16, 2019

N/A PWPEC Report (Attach Copy) **(Part of 2018 C.I.P.)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Scott Olson

Phone No. 476-6628

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

WATER SERVICE LOWERING
& INCIDENTALS

PROJECT NO. UR-18-A

Nature & Scope

This project is for the lowering of specified water services that are shallow and prone to freezing. The list of such services has been prioritized and the following addresses have been selected for this project:

- 424 10th Avenue South
- 1409 9th Street South
- 612 11th Avenue South
- 1701 11th Avenue South
- 454 14th Avenue South
- 717 16th Street South
- 1418 14th Street South
- 415 University Drive South
- 366 Elmwood Avenue
- 2802 8th Avenue North
- 226 25th Avenue North

Purpose

Replacing these water services to a minimum depth of 7.5' will help reduce future risk of freezing within the City right-of-way.

Feasibility

The estimated construction cost is $178,810.00. The actual number of services to be included in the contract will be determined based on bid prices.

The costs for the project are estimated as follows:

Estimated Construction Cost:	$178,810.00
Plus 6% Engineering Fees:	$ 10,728.60
Plus 3% Legal/Miscellaneous Fees:	$ 5,364.30
Plus 4% Interest:	$ 7,152.40
Total Estimated Cost:	**$ 202,055.30**

Funding:

Water Main Replacement Funds (501)	$ 202,055.30

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 7/12/18
NORTH DAKOTA

Thomas Knakmuhs, P.E.
Division Engineer

CITY OF Fargo

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

(18)

July 11, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SN-18-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 11, 2018, for New Sidewalk Construction & Incidentals, Project No. SN-18-C1, located along 2nd Street North between the new City Hall building and the City Centre Loft property.

Engineer's Estimate $312,130.00

The special assessment escrow is not required.

No bids were received. This project will be rebid under SN-18-C2.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/klo

Printed on Recycled paper.

CITY OF Fargo

PUBLIC WORKS OPERATIONS

19

Fleet Management, Forestry,
Streets & Sewers,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

July 11, 2018

The Honorable Board of City Commissioners
City of Fargo
200 North 3rd Street
Fargo, ND 58102

RE: Authorization to extend the 2017/2018 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2018/2019 snow season.

Commissioners:

As part of the 2016/2017 Highway Deicing Salt Request for Proposal (RFP), language was included that allowed for the contract to be extended an additional two years with a maximum price increase of 3% per year.

Compass Minerals recently contacted Public Works staff and presented a contract extension for the 2018/2019 snow season reflecting a 3% cost increase from the 2017/2018 contract price of $93.94.

Based on the fact the increase falls within the allowable 3% as stated in the original 2016/2017 RFP along with the fact that Compass Minerals extended the city's 2017/2018 contract with no increase, staff is requesting to extend the contract for the 2018/2019 snow season with Compass Minerals.

RECOMMENDED MOTION: I/we hereby move to authorize to extend the 2017/2018 Highway Deicing Salt contract (RFP16021) with Compass Minerals America Inc. for the 2018/2019 snow season at a price of $96.76 per ton.

Respectfully submitted,

Ben Dow
Director of Operations
Fargo Public Works

(20)

AGREEMENT
Howard and Barbara Gensler and City of Fargo

This Agreement is made and entered into on the _____ day of _____, 2018, by and between **HOWARD GENSLER AND BARBARA GENSLER**, husband and wife, whose address is _____, Fargo, North Dakota 58___ [hereinafter "Gensler", whether one or more] and the CITY OF FARGO, a North Dakota municipal corporation, whose address is 200 North 3rd Street, Fargo, North Dakota 58102 [hereinafter "City"].

WHEREAS, Gensler is the owner of certain real property situate in the County of Cass and Sate of North Dakota more fully described as:

[insert legal description of Gensler property]

[hereinafter the "Gensler Property"]; and

WHEREAS, the City wishes to undertake a project that contemplates installation of an intake for water from the Sheyenne River which water is to be drawn by a pump station to be constructed and which water will then be conveyed to the red river via a series of pipes and drains; which project shall be referred to herein as the "Sheyenne Intake and Conveyance Project", a concept site plan of which is attached hereto as Exhibit A; and,

WHEREAS, as set forth on Exhibit A, Parcel "2" is a portion of an existing drainage ditch which is owned and operated by the City, the legal description for which is set forth on Exhibit B, which is attached hereto and incorporated herein; and,

WHEREAS, as part of the Sheyenne Intake and Conveyance Project, the City intends to install and construct an intake and pump station to be located on Parcel "3" on Exhibit A, and Gensler is willing to donate the land upon which said intake and pump station is to be located; and,

WHEREAS, The City wishes to vacate that portion of the existing drainage ditch, Parcel "2" and to install and construct one or more underlying pipelines within an easement to be granted and conveyed by Gensler to the City at Parcel "4" on Exhibit B; and,

WHEREAS, the City wishes to undertake the restoration of said portion of the existing drainage ditch, Parcel "2", to grade level as more fully described herein; and,

WHEREAS, the design of the Sheyenne Intake and conveyance project also contemplates the installation and construction of a water retention pond to be located within Parcel "1" said retention pond to serve as a repository for Sheyenne River water that has been drawn by the aforesaid intake pump station and conveyed by the way of the said underground pipeline and also for the purpose of serving as a storm water detention and retention pond for future development to occur on the Gensler Property and the Grayland Property lying to the west and south of the existing City drainage ditch; and,

WHEREAS, Gensler is willing to donate and convey to the City Parcel "1" for such purposes provided that the City undertakes and bears all costs of construction and installation of retention pond sufficient to serve said future development of both the Gensler Property and the Grayland Property for storm water drainage and retention; and,

WHEREAS, the City and Gensler intend to enter into a separate agreement to defer the imposition of special assessments against the Gensler Property, which agreement will be designed to facilitate future development of the Gensler Property by Gensler or Gensler's successors and interest; and

NOW, THEREFORE, based upon mutual conveyance set forth herein, **IT IS HEREBY AGREED:**

SECTION ONE – DONATION, CONVEYANCE AND CONSTRUCTION OF STORM WATER POND AND ADDITIONAL RIGHT OF WAY.

A. Gensler is the record owner of Parcel 1, the legal description for which is stated on Exhibit "B", incorporated herein by reference [hereinafter referred to as the "Storm Water Pond Property"]. A regional storm water detention-retention pond (hereinafter the "Regional Storm Water Pond") is to be constructed on the Storm Water Pond Property by the City.

B. With respect to the Storm Water Pond Property, Gensler, as the record owner thereof, shall donate and convey to the City said Parcel 1 in accordance with the terms herein and the City will design and build the Storm Water Pond, including its connection to the City's storm water collection system at City's expense, said expense to be recouped to the City from special assessments as described herein.

C. Gensler to Donate Storm Water Pond Property. Gensler will convey to the City, and the City will accept from Gensler the donation of the Storm Water Pond Property, in accordance with terms as follows.

i. Donation. Although Gensler will be donating the Storm Water Pond Property, the conveyance will reflect a purchase price of One and no/100ths Dollars ($1.00) for the Storm Water Pond Property [the "Purchase Price"] to be paid by the City to Gensler at the Closing.

ii. Title. The City wishes to take title as follows: City of Fargo, a North Dakota municipal corporation. Conveyance of the Storm Water Pond Property shall be by warranty deed in the usual form used in North Dakota.

iii. Section 1031 Exchange Accommodation. The parties agree to take such reasonable steps as necessary to reasonably accommodate Gensler should Gensler desire to establish an exchange authorized under Section 1031 of the Internal Revenue Code.

iv. Closing. The closing of the sale by Gensler and purchase by the City of the Storm Water Pond Property (the "Closing") will occur on a date to be agreed which date shall be no later than **July 18, 2018**.

v. Abstract of Title and Survey. The City shall be responsible for performing any and all title and survey examination or due diligence that City deems appropriate, at City's sole cost and expense. Gensler will deliver to the City an abstract of title to property that includes the Storm Water Pond Property; however, the City will be responsible for obtaining any updates to the abstract and the cost thereof shall be borne solely by the City.

vi. Liens and Encumbrances. The Storm Water Pond Property shall be conveyed to Buyer free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

vii. Gensler Closing Documents. The Gensler will deliver to the City at the Closing:

1. a warranty deed duly executed by Gensler conveying the Storm Water Pond Property to the City; and

2. any other items required by this agreement or reasonably required by the closing company for the Closing.

viii. City Closing Documents. The City will deliver to Gensler at the Closing:

1. the Purchase Price;

2. any other items required by this agreement or reasonably required by the closing company for the closing.

ix. Closing Costs and Proration of Taxes and Fees.

1. Closing Costs. The City and Gensler will each be responsible for its respective legal, accounting and other expenses. Gensler will be responsible for any fees associated with the accommodation of a Section 1031 exchange, if any. The City will be responsible for the deed and the recording fees, title examination costs and title insurance premiums. The City will bear the full cost of the closing fee imposed by the title company in connection with this transaction.

2. Taxes and Assessments. Real estate taxes and installments of special assessments for the year 2017 (payable the year of the Closing) and prior years shall be the responsibility of Gensler. Real estate taxes and installments of special assessments for the year of the Closing, 2018 (payable the year following the Closing) and for all subsequent years shall be the responsibility of the City.

x. Contingencies. The City's obligation to close is contingent upon Gensler having good and marketable title in the property subject only to easements and restrictions of record.

D. Upon completion of the construction of the Storm Water Pond, the City shall be responsible for operation, maintenance and repair of the storm water pond.

E. With respect to actual construction of the Storm Water Pond, the City will extract the dirt or earth that is excavated from the Storm Water Pond site and remove and transport said dirt or earth from Parcel 1 to the triangular area bounded by Parcels 2 and 4 to be stored or stockpiled on said Parcel 2. Said stockpile will be utilized by the City, for the following purposes:

i. Fill-in of Existing Ditch. First, to fill-in the existing ditch located within Parcel 2 at such time as the City has completed the installation of the underground pipeline, described herein, and, therefor, the City is ready to abandon said ditch. Using said stockpiled dirt and earth, the City will fill said ditch, bringing it to grade level and will install available topsoil, as well.

F. Grading for New Approach Road Off 52nd Avenue. Second, to the extent that stockpiled dirt and earth remains, then the City will utilize said dirt and earth to undertake the preliminary grading of a new approach road for the benefit of the Gensler Property, said grading to occur at City expense. Gensler will be responsible for adding dirt or earth, as needed to suit Gensler's purposes, and to finish said grading to such specifications to meet Gensler's desires or needs for said approach road. To the extent it is necessary to give effect to the City's obligation to stockpile said excavated dirt or earth, to undertake the grading for said approach road, or for both such purposes, Gensler will execute a temporary easement. The form of the temporary easement shall be substantially in conformance with the form attached as Exhibit "D". This obligation will survive the closing of this Storm Water Pond Property transaction.

G. As to the existing pine trees and other coniferous trees located generally within the position of Parcel 1, the city will relocate said trees to Parcel 5 of the Gensler Property at positions located approximately twenty feet north and east of the northerly boundary of Parcel 1.

H. In order to accommodate intended future development, the City and Gensler wish to install, as part of this project, the exact location of which shall be determined upon the design of said future project, which installation will accommodate future development of the crossing of the existing City drainage ditch in said location for motor vehicle and pedestrian travel with the intention being that a portion of the cost of said box culvert to be made part of a special improvement district with the cost to be spread to benefitted properties, including the Gensler Property and the Grayland Property, or appropriate portions thereof.

I. Paragraphs D through H, above, shall survive the closing of this transaction.

SECTION TWO – DONATION AND CONVEYANCE OF RIGHT OF WAY FOR UNDERGROUND PIPELINES—PARCEL 4.

A. Gensler is the record owner of Parcel 4, the legal description for which is stated on Exhibit "B", incorporated herein by reference [hereinafter referred to as the "Underground Pipeline Property"]. One or more underground pipelines and related improvements are to be installed and constructed upon and under the Underground Pipeline Property.

B. Parcel 4--Gensler to Donate Right of Way-Underground Pipeline. Gensler will convey to the City, and the City will accept from Gensler the donation of the Underground Pipeline Property, in accordance with terms as follows.

i. Donation. Although Gensler will be donating the Underground Pipeline Property, the conveyance will reflect a purchase price of One and no/100ths Dollars ($1.00) for the Underground Pipeline Property [the "Purchase Price"] to be paid by the City to Gensler at the Closing.

ii. Title. The City wishes to take title as follows: City of Fargo, a North Dakota municipal corporation. Conveyance of the Underground Pipeline Property shall be by warranty deed in the usual form used in North Dakota.

iii. Section 1031 Exchange Accommodation. The parties agree to take such reasonable steps as necessary to reasonably accommodate Gensler should Gensler desire to establish an exchange authorized under Section 1031 of the Internal Revenue Code.

iv. Closing. The closing of the sale by Gensler and purchase by the City of the Underground Pipeline Property (the "Closing") will occur on a date to be agreed which date shall be no later than **December 31, 2018**.

v. Abstract of Title and Survey. The City shall be responsible for performing any and all title and survey examination or due diligence that City deems appropriate, at City's sole cost and expense. Gensler will deliver to the City an abstract of title to property that includes the Underground Pipeline Property; however, the City will be responsible for obtaining any updates to the abstract and the cost thereof shall be borne solely by the City.

vi. Liens and Encumbrances. The Underground Pipeline Property shall be conveyed to Buyer free and clear of all liens and encumbrances except special

assessments, and subject, however, to all easements or covenants of record, if any.

vii. Gensler Closing Documents. The Gensler will deliver to the City at the Closing:

1. a warranty deed duly executed by Gensler conveying the Underground Pipeline Property to the City; and
2. any other items required by this agreement or reasonably required by the closing company for the Closing.

viii. City Closing Documents. The City will deliver to Gensler at the Closing:

1. the Purchase Price;
2. any other items required by this agreement or reasonably required by the closing company for the closing.

ix. Contingency. The City's obligation to close is contingent upon Gensler having good and marketable title in the property subject only to easements and restrictions of record.

x. Closing Costs and Proration of Taxes and Fees.

1. Closing Costs. The City and Gensler will each be responsible for its respective legal, accounting and other expenses. Gensler will be responsible for any fees associated with the accommodation of a Section 1031 exchange, if any. The City will be responsible for the deed and the recording fees, title examination costs and title insurance premiums. The City will bear the full cost of the closing fee imposed by the title company in connection with this transaction.

2. Taxes and Assessments. Real estate taxes and installments of special assessments for the year 2017 (payable the year of the Closing) and prior years shall be the responsibility of Gensler. Real estate taxes and installments of special assessments for the year of the Closing, 2018 (payable the year following the Closing) and for all subsequent years shall be the responsibility of the City.

3. With respect to actual installation of the underground pipeline, the City will strip and stockpile any topsoil that is disturbed as a result of such installation and, upon completion, will restore the soils to a certain standard, the specifications of which are to be determined and agreed.

4. DONATION OF TEMPORARY EASEMENT FOR CONSTRUCTION AND STOCKPILE. To the extent it is necessary to give effect to the City's obligation to stockpile topsoil that is disturbed as a result of the above-described pipeline installation, Gensler will execute a temporary easement for such purposes with the location of the area to be described therein to be agreed. The form of the temporary easement shall be substantially in conformance with the form attached as Exhibit "D".

SECTION THREE – DONATION, CONVEYANCE FOR PUMP STATION-PARCEL 3.

A. Gensler is the record owner of Parcel 3, the legal description for the property to be conveyed is yet to be fully identified. At such time as the pump station is designed, the legal description will be developed and agreed upon by the parties. An legal description for the approximate such area is set forth on Exhibit "B", incorporated herein by reference [hereinafter referred to as the "Pump Station Property"]. One or more underground pipelines and related improvements are to be installed and constructed upon and under the Pump Station Property.

B. Parcel 3--Gensler to Donate Right of Way-Pump Station. Gensler will convey to the City, and the City will accept from Gensler the donation of the Pump Station Property, in accordance with terms as follows.

i. Donation. Although Gensler will be donating the Pump Station Property, the conveyance will reflect a purchase price of One and no/100ths Dollars ($1.00) for the Pump Station Property [the "Purchase Price"] to be paid by the City to Gensler at the Closing.

ii. Title. The City wishes to take title as follows: City of Fargo, a North Dakota municipal corporation. Conveyance of the Pump Station Property shall be by warranty deed in the usual form used in North Dakota.

iii. Section 1031 Exchange Accommodation. The parties agree to take such reasonable steps as necessary to reasonably accommodate Gensler should Gensler desire to establish an exchange authorized under Section 1031 of the Internal Revenue Code.

iv. Closing. The closing of the sale by Gensler and purchase by the City of the Pump Station Property (the "Closing") will occur on a date to be agreed which date shall be no later than **July 1, 2019**.

xi. Abstract of Title and Survey. The City shall be responsible for performing any and all title and survey examination or due diligence that City deems appropriate, at City's sole cost and expense. Gensler will deliver to the City an abstract of title to property that includes the Pump Station Property; however, the City will be responsible for obtaining any updates to the abstract and the cost thereof shall be borne solely by the City.

v. Liens and Encumbrances. The Pump Station Property shall be conveyed to Buyer free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

vi. Contingency. The City's obligation to close is contingent upon Gensler having good and marketable title in the property subject only to easements and restrictions of record and contingent upon the City receiving all necessary permits for the project that will be undertaken at the Pump Station Property from the State of North Dakota (i.e. State Water Commission).

vii. Gensler Closing Documents. The Gensler will deliver to the City at the Closing:

1. a warranty deed duly executed by Gensler conveying the Pump Station Property to the City; and
2. any other items required by this agreement or reasonably required by the closing company for the Closing.

viii. City Closing Documents. The City will deliver to Gensler at the Closing:

1. the Purchase Price;
2. any other items required by this agreement or reasonably required by the closing company for the closing.

ix. Closing Costs and Proration of Taxes and Fees.

1. Closing Costs. The City and Gensler will each be responsible for its respective legal, accounting and other expenses. Gensler will be responsible for any fees associated with the accommodation of a Section 1031 exchange, if any. The City will be responsible for the deed and the recording fees, title examination costs and title

insurance premiums. The City will bear the full cost of the closing fee imposed by the title company in connection with this transaction.

2. Taxes and Assessments. Real estate taxes and installments of special assessments for the year 2017 (payable the year of the Closing) and prior years shall be the responsibility of Gensler. Real estate taxes and installments of special assessments for the year of the Closing, 2018 (payable the year following the Closing) and for all subsequent years shall be the responsibility of the City.

C. DONATION OF TEMPORARY CONSTRUCTION EASEMENT—PUMP STATION.

Gensler will also execute a temporary construction easement for an area surrounding Parcel 3, the pump station site. The form of the temporary construction easement shall substantially conform with the form attached as Exhibit "C", said instrument to be executed at the Closing for Parcel 3, above.

SECTION FOUR – VACATION OF EXISTING DITCH AND CONVEYANCE TO GENSLER.

A. The City is the record owner of Parcel 2, the legal description for which is stated on Exhibit "B", incorporated herein by reference [hereinafter referred to as the "Existing Ditch Property"].

B. With respect to the Existing Ditch Property, the City, as the record owner thereof, shall donate and convey to Gensler said Parcel 2 in accordance with the terms herein.

C. City to Convey Existing Ditch Property. The City will convey to Gensler, and Gensler will accept from the City, the donation of the Existing Ditch Property, in accordance with terms as follows.

i. Donation. Although City will be donating the Existing Ditch Property, the conveyance will reflect a purchase price of One and no/100ths Dollars ($1.00) for the Existing Ditch Property [the "Purchase Price"].

ii. Title. Gensler wishes to take title as follows: Howard Gensler and Barbara Gensler, as _____ {Insert: Joint Tenants, Tenants in Common or other}. Conveyance of the Existing Ditch Property shall be by quit claim deed in the usual form used in North Dakota.

iii. Closing. The closing of the sale by Gensler and purchase by the City of the Existing Ditch Property (the "Closing") will occur on a date to be agreed which date shall be no later than **December 31, 2020**.Contingency. Gensler's obligation to close is contingent upon the City having good and marketable title in the property subject only to easements and restrictions of record and upon Gensler being reasonably satisfied, in good faith, with the restoration to grade level is complete and satisfactory.

v. Abstract of Title and Survey. The City shall be responsible for performing any and all title and survey examination or due diligence that City deems appropriate, at City's sole cost and expense. The City will deliver to Gensler an abstract of title to property that includes the Existing Ditch Property updated to a recent date with the cost thereof borne by the City. iv

vi. Liens and Encumbrances. The Existing Ditch Property shall be conveyed to Gensler free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

vii. Closing Documents. The City will deliver to Gensler at the Closing:

1. a quit claim deed duly executed by the City conveying the Existing Ditch Property to Gensler; and

2. any other items required by this agreement or reasonably required by the closing company for the Closing.

viii. City Closing Documents. Gensler will deliver to the City at the Closing:

1. the Purchase Price;

2. any other items required by this agreement or reasonably required by the closing company for the closing.

ix. Closing Costs and Proration of Taxes and Fees.

1. Closing Costs. The City and Gensler will each be responsible for its respective legal, accounting and other expenses. Gensler will be responsible for any fees associated with the accommodation of a Section 1031 exchange, if any. The City will be responsible for the deed and the recording fees, title examination costs and title

insurance premiums. The City will bear the full cost of the closing fee imposed by the title company in connection with this transaction.

2. Taxes and Assessments. Real estate taxes and installments of special assessments for the year prior to the closing (payable the year of the closing) and prior years shall be the responsibility of the City. Real estate taxes and installments of special assessments for the year of the closing (payable the year following the closing) shall be pro-rated between the parties and real estate taxes and installments of special assessments for all subsequent years shall be the responsibility of Gensler.

SECTION FIVE – DEFERRAL OF SPECIAL ASSESSMENTS.

A. Definitions.

i. "Arterial Public Improvements" shall be those public municipal infrastructure improvements including streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified as "arterial roadways" under the functional classification system.

ii. "Local Public Improvements" shall be those public municipal infrastructure improvements including streets, sewers, water, lighting, and other miscellaneous improvements along roadways classified other than "arterial roadways" under the functional classification system. Local Public Improvements include all public infrastructure on local and collector roads. Local Public Improvements adjacent to the Gensler Property shall be deferred for the same period as outlined under Paragraph 4, Arterial Public Improvements.

iii. "Triggering Event" shall be an event that results in the removal of the deferral of special assessments for the Gensler Property. A triggering event shall apply to all deferred special assessments.

iv. "Public Improvements" encompasses Arterial Public Improvements and Local Public Improvements.

B. . Public Improvements, including water mains, sewers, storm sewers, paving, curb and gutter and other Public Improvements enumerated in N.D. Cent. Code Section 40-22-01 will be constructed to serve the Gensler Property. Special assessments will be levied and assessed against the Gensler Property for such improvements. Owner waives the right to protest the resolution of necessity for any Public Improvements in accordance with N.D. Cent. Code Section 40-22-17. Owner consents to the construction of the Public Improvements and to the assessment of the costs against

the Gensler Property. Owner further waives the right to protest the amount of benefit levied against the Gensler Property for the Public Improvements.

C. City agrees to defer the certification of annual installments of special assessments levied against the Gensler Property for any Public Improvements constructed and installed until the earliest of one of three triggering events occurs:

i. Ten (10) years from the date of Notice of Special Assessment following finalization of such Arterial Public Improvements;

ii. As to Local Public Improvements, when the final plat for the Gensler Property, or a portion, has been approved by City, such plat has been recorded and streets, sewers, water and lighting improvements have been installed or area available at the boundary lines, as the case may be (all activities, collectively, "Platting"). If unplatted land remains within a tract upon the occurrence of the tenth platted parcel, all deferred special assessments shall be certified to the tenth platted parcel and any unplatted land within a tract;

provided, however, that in no event shall the deferral of any Arterial or Local Public Improvements extend beyond ten (10) years from the Effective Date of this agreement.

D. The parties acknowledge that a previous agreement between the parties dated August 19, 2008, and amended February 6, 2012, that provided for the deferral of special assessments will expire by its own terms on August 19, 2018. Pursuant to said previous agreement, the certification of special assessments is currently being deferred for Special Improvement Districts Number 620100, 573200, 590300 and 595504. It is hereby agreed that said four special improvement district special assessments shall be deferred in the same manner as set forth in Paragraphs A, B and C, above, of this Section Four, said deferrals to extend for a period not exceeding ten (10) years from the Effective Date of this agreement. Further, the parties acknowledge that with respect to Special Improvement Districts Number 620100, 590300 and 595504, there were areas of the Gensler Property lying outside the corporate limits of the City at the time of contracting for said public improvements and, pursuant to Section 40-23-19, said areas are subject to assessment for such improvements at such time as it may be annexed into the City and the parties hereby agree that in such event and at such time of annexation, said assessments shall be deferred in the same manner as set forth in Paragraphs A, B

and C, above, of this Section Four, said deferrals to extend for a period not exceeding ten (10) years from the Effective Date of this agreement.

SECTION FIVE – MISCELLANEOUS.

A. Tenants. Owner represents and warrants to the Governmental Bodies that there are no tenants occupying the Property and that no tenants will be occupying the Property at the time of closing.

B. Forbearance or Waiver. The failure or delay of a party to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

C. Survival. The terms of this Agreement will survive the closing on the Property.

D. Assignment. Neither party will transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the other party.

E. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

F. Severability. 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.

G. Entire Agreement. This Agreement and any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and such items supersede any previous oral or written agreements between the parties.

H. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

I. Binding Effect. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

J. Cooperation. The parties agree to cooperate fully, to execute any and all reasonably-requested additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the

basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

K. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

L. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

M. Counterparts. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party, including if a photocopy and/or transmitted electronically, to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

N. Effective Date. This agreement shall take effect upon (1) the date of the last party to affix a signature below, as evidenced by the date of notary acknowledgement, or (2) August 19, 2018, whichever date is earlier, said date to be referred to herein as the "Effective Date".

(Signatures appear on the following pages.)

CITY OF FARGO,
a North Dakota municipal corporation

_____
Timothy J. Mahoney, M.D.

Its: Mayor

ATTEST:

_____
Steven Sprague, City Auditor

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

(SEAL)

_____
Notary Public, Cass County, North Dakota

_____

HOWARD GENSLER

_____

BARBARA GENSLER

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared HOWARD GENSLER and BARBARA GENSLER, husband and wife, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

_____

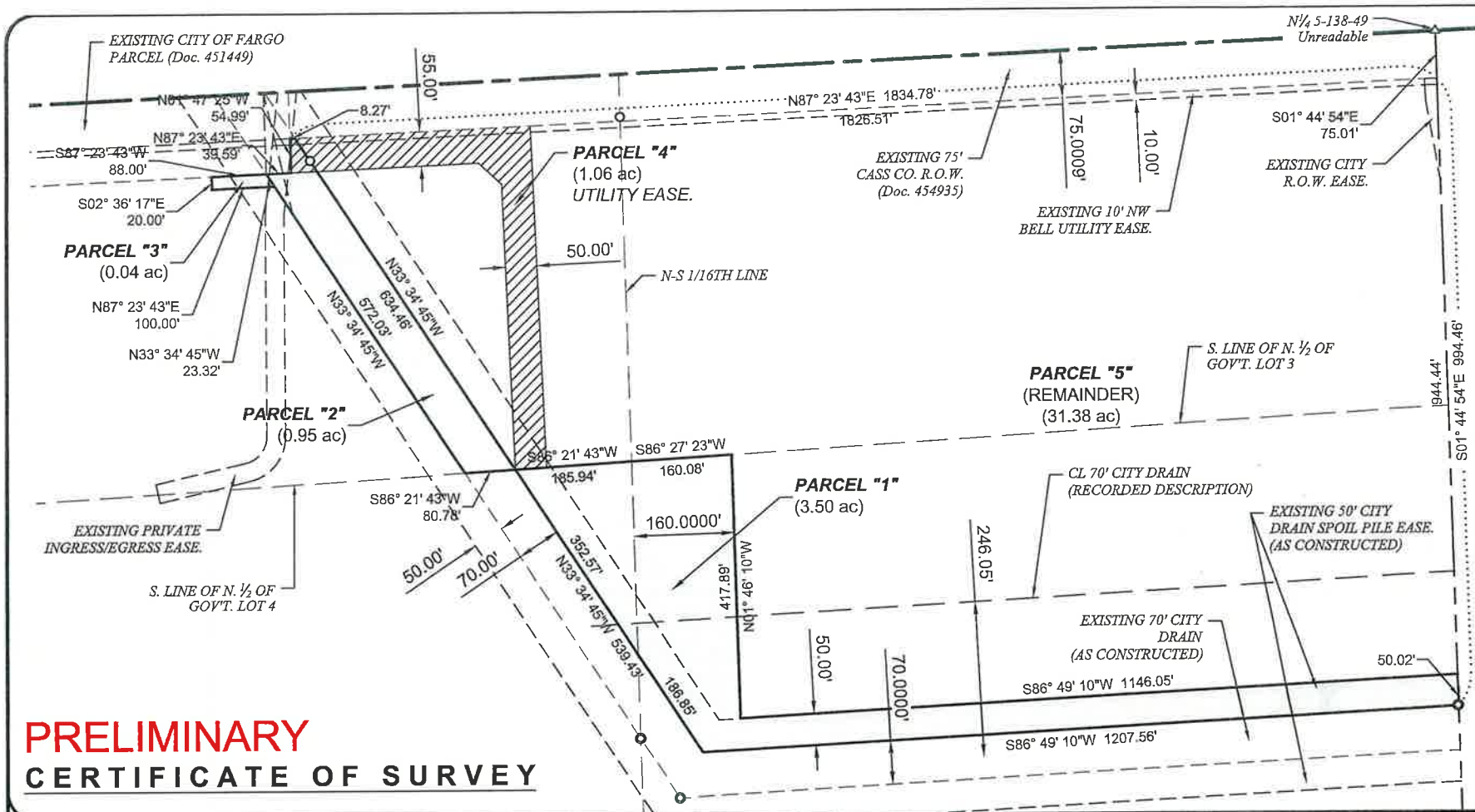
Notary Public

(SEAL) _____ County, _____

EXHIBIT A

CERTIFICATE OF SURVEY

(ATTACHED)



PRELIMINARY
CERTIFICATE OF SURVEY

BASIS OF BEARING

COORDINATE SYSTEM:
ND STATE PLANE - SOUTH ZONE
HORIZONTAL DATUM:
NAD83 (Conus)
VERTICAL DATUM:
NAVD 88 (GEOID 09)

DISTANCES:
MEASURED ON THE GROUND IN U.S. SURVEY FEET
BASIS OF BEARINGS:
GRID NORTH

BEARINGS AND DISTANCES MAY VARY FROM PREVIOUS SURVEYS DUE TO DIFFERENT METHODS OF MEASUREMENT.

N W E S

0 200
Scale in Feet

LEGEND

	SECTION LINE		FND ORIGINAL MONUMENT
	1/4 LINE		FND IRON MON. W/ ALUM. CAP
	ALIQUOT PART LINE		FND IRON MON. W/ PLASTIC CAP
	EXIST. PARCEL LINE		FND IRON MON.
	EXIST. EASE.		SET IRON MON. W/ PLASTIC CAP LS-8218
	NEW PARCEL LINE		SET IRON MON. W/ ALUM. CAP LS-8218
	NEW DIVERSION PARCEL	(M)	MEASURED
	TEMP. CONST. EASE.	(R)	PREVIOUSLY RECORDED

AE2S

HOWARD GENSLER
Part of the Northwest Quarter (NW1/4), Section 5, T138N, R49W, Cass County, ND
CERTIFICATE OF SURVEY

DRAWING TYPE: COS
PROJECT NUMBER: P00803-2011-001
PREPARED/CHECKED: NRS/NRS
DATE OF SURVEY: Oct. 24, 2017
SHEET: 1 of 1
DRAWING: 1

EXHIBIT "B"

LEGAL DESCRIPTIONS

PARCEL 1 – STORM WATER POND AND DITCH - LEGAL DESCRIPTION

Part of the Northwest Quarter (NW1/4) of Section 5, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, further described as follows:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 5; thence South 01° 44' 54" East on the east line of said NW1/4 a distance of 1069.47 feet to the north line of a City of Fargo 70-foot-wide drain parcel, said point also being the Point of Beginning; thence South 86° 49' 10" West, on said north drain parcel line, a distance of 1207.56 feet; thence North 33° 34' 45" West a distance of 539.43 feet to the south line of the North Half of Government Lot 4 of said NW1/4; thence North 86° 21' 43" East on said south line a distance of 185.94 feet to the southeast corner of said North Half of Gov't Lot 4; thence North 86° 27' 23" East on the south line of the North Half of Government Lot 3 of said NW1/4 a distance of 160.08 feet; thence South 01° 46' 10" East parallel with the west line of said Gov't Lot 3 a distance of 417.89 feet; thence North 86° 49' 10" East parallel with, and 50.00 feet northerly of, said north line of the City of Fargo 70-foot-wide drain parcel, a distance of 1146.05 feet to said east line of the NW1/4; thence South 01° 44' 54" East on said east line a distance of 50.02 feet to the Point of Beginning.

Said parcel contains 3.50 acres, more or less.

PARCEL 2 – EXISTING DITCH TO BE CONVEYED TO GENSLER -- LEGAL DESCRIPTION

Part of the Government Lot 4 of Section 5, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, further described as follows:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 5; thence South 87° 23' 43" West on the north line of said NW1/4 a distance of 1834.83 feet to the east line of a parcel as described in Doc. No. 451449 on file at the Cass County Recorder's Office; thence South 01° 47' 25" East on said east line a distance of 75.01 feet to the south line of an existing Cass County right-of-way as described in Doc. No. 454935 on file at the Cass County Recorder's Office; thence North 87° 23' 43" East on said south R.O.W. line a distance of 8.27 feet to the northeasterly line of a City of Fargo 70-foot-wide drain parcel; thence South 33° 34' 45" East on said northeasterly line a distance of 634.46 feet to the south line of the North Half of Government Lot 4 of said NW1/4; thence South 86° 21' 43" West on said south line of the

North Half of Gov't Lot 4 a distance of 80.78 feet to the southwesterly line of said City of Fargo 70-foot-wide drain parcel; thence North 33° 34' 45" West on said southwesterly line a distance of 572.03 feet to the south line of said parcel as described in Doc. No. 451449; thence North 87° 23' 43" East on said south line a distance of 39.59 feet to said east line of the parcel as described in Doc. No. 451449; thence North 01° 47' 25" West on said east line a distance of 54.99 feet to the Point of Beginning.

Said parcel contains 0.95 acres, more or less.

PARCEL 3 – PUMP STATION LOCATION -- LEGAL DESCRIPTION

Part of the Government Lot 4 of Section 5, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota further described as follows:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 5; thence South 87° 23' 43" West on the north line of said NW1/4 a distance of 1962.42 feet; thence South 01° 47' 25" East for a distance of 130.00 feet to the south line of a parcel as described in Doc. No. 451449 on file at the Cass County Recorder's Office; thence North 87° 23' 43" East on said south line a distance of 88.00 feet to the southwesterly line of a City of Fargo 70-foot-wide drain parcel; thence South 33° 34' 45" East on said southwesterly line a distance of 23.32 feet; thence South 87° 23' 43" West parallel with, and 20.00 feet southerly of, said south line of the parcel described in Doc. No. 451449 a distance of 100.00 feet; thence North 02° 36' 17" West a distance of 20.00 feet to the Point of Beginning.

Said parcel contains 0.04 acres, more or less.

PARCEL 4 – UNDERGROUND PIPELINE - LEGAL DESCRIPTION

That certain parcel lying in Government Lot 4 of Section 5, Township 138 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, further described as follows:

Commencing at the Northeast Corner of the Northwest Quarter (NW1/4) of Section 5; thence South 87° 23' 43" West on the north line of said NW1/4 a distance of 1834.83 feet to the east line of a parcel as described in Doc. No. 451449 on file at the Cass County Recorder's Office; thence South 01° 47' 25" East on said east line a distance of 75.01 feet to the south line of an existing Cass County right-of-way as described in Doc. No. 454935 on file at the Cass County Recorder's Office, said point also being the Point of Beginning; thence continuing South 01° 47' 25" East on said east line a distance of 54.99 feet; thence North 87° 23' 43" East parallel with, and 130.00 feet southerly of, said north line of the NW1/4 a distance of 300.00 feet; thence

South 47° 36' 17" East a distance of 50.32 feet; thence South 02° 36' 17" East, perpendicular to said north line of the NW1/4, a distance of 453.42 feet to the south line of the North Half of Government Lot 4 of said NW1/4; thence North 86° 21' 43" East on said south line a distance of 50.01 feet; thence North 02° 36' 17" West, perpendicular to said north line of the NW1/4, a distance of 543.08 feet to said south line of an existing Cass County right-of-way; thence South 87° 23' 43" West on said south line of an existing Cass County right-of-way a distance of 384.80 feet to the Point of Beginning.

Said parcel contains 1.06 acres, more or less.

EXHIBIT "C"

PUMP STATION – TEMPORARY CONSTRUCTION EASEMENT

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **HOWARD GENSLER AND BARBARA GENSLER**, husband and wife, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), to her in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO,** a North Dakota 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 construction of a pump station, related improvements and activities appurtenant thereto, said land being more fully described, to-wit:

[[insert legal description]]

Said parcel being depicted on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, her 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, her successors and assigns, further agrees 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

EXHIBIT "D"

TEMPORARY EASEMENT – CONSTRUCTION AND STOCKPILE

EASEMENT

(Temporary Construction and Stockpiling Easement)

KNOW ALL MEN BY THESE PRESENTS that **HOWARD GENSLER AND BARBARA GENSLER**, husband and wife, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), to her in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO,** a North Dakota 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 ____{insert purpose}_____ [[stockpiling and storing top soil and other earthen materials excavated from the installation of the underground pipeline by Grantee nearby]] and for activities related thereto, said land being more fully described, to-wit:

[[insert legal description]]

Said parcel being depicted on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, her 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, her successors and assigns, further agrees 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, {{**INSERT:** provided that 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 at the completion of construction of the project, or on _____ ___, 20___, whichever occurs later.

IN WITNESS WHEREOF, Grantor has set his/her/their hand and caused this instrument to be executed this ____ day of _____, 2018.

GRANTOR:

_____
HOWARD GENSLER

_____
BARBARA GENSLER

STATE OF _____)

) ss.

COUNTY OF _____)

On this _____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared HOWARD GENSLER and BARBARA GENSLER, husband and wife, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

_____
Notary Public

(SEAL)

_____ County, _____

The legal description was prepared by:

This document was prepared by:

CITY OF Fargo

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

July 11, 2018

(23)

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 11, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Site Grading, Street Lights & Incidentals, Improvement District No. BN-18-F1, located at Madelyn's Meadows First Addition.

The bids were as follows:

KPH, Inc.	$2,250,875.60
Dakota Underground Co.	$2,266,556.54
Engineer's Estimate	$1,892,924.40

The special assessment escrow is not required.

The low bid received exceeded the engineer's estimate by 18.9%. We believe that we will receive more favorable bids if the project is rebid with a revised completion date in 2019 rather than 2018. We feel this will result in bids closer to the engineer's estimate and ultimately lower future special assessments to the properties within the Improvement District. The Developer concurs with this assessment and supports our recommendation. We recommend that all bids be rejected and the project be rebid later in 2018.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klo

C: KPH, Inc.

CITY OF Fargo

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

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July 11, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-K1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 11, 2018, for Storm Sewer, PC Concrete Paving, Street Lights & Incidentals, Improvement District No. BN-18-K1, located at Fox 1st Addition on Northern Sheyenne Loop North.

The bids were as follows:

Fox Underground, Inc.	$302,391.31
Dirt Dynamics, LLC	$359,504.05
Dakota Underground Co.	$372,582.85
OPP Construction	$385,397.85
CC Steel, LLC	$438,614.15
Engineer's Estimate	$382,704.90

The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground, Inc. in the amount of $302,391.31 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klb

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 7/12/18
NORTH DAKOTA

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-K1

Storm Sewer, PC Concrete Paving, Street Lights & Incidentals

Fox 1st Addition on Northern Sheyenne Loop N

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 Division Engineer for the City of Fargo, North Dakota;

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

Storm Sewer, PC Concrete Paving, Street Lights & Incidentals Improvement District # BN-18-K1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	F&I Pipe SDR 26 - 6" Dia PVC	LF	122.00	37.00	4,514.00
2	Connect Pipe to Exist Pipe	EA	2.00	75.00	150.00
				Sanitary Sewer Total	4,664.00
Storm Sewer					
3	F&I Manhole 4' Dia Reinf Conc	EA	4.00	1,950.00	7,800.00
4	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	4.00	2,650.00	10,600.00
5	F&I Pipe 15" Dia Reinf Conc	LF	69.00	37.00	2,553.00
6	F&I Pipe 21" Dia Reinf Conc	LF	316.00	46.00	14,536.00
7	Remove Pipe All Sizes All Types	LF	42.00	1.00	42.00
8	F&I Pipe w/GB 15" Dia Reinf Conc	LF	221.00	49.00	10,829.00
9	Connect Pipe to Exist Structure	EA	1.00	200.00	200.00
				Storm Sewer Total	46,560.00
Paving					
10	Remove Pavement All Thicknesses All Types	SY	45.00	8.00	360.00
11	Excavation	CY	2,510.00	3.30	8,283.00
12	Subcut	CY	1,785.00	3.40	6,069.00
13	Subgrade Preparation	SY	2,677.00	1.35	3,613.95
14	F&I Woven Geotextile	SY	2,677.00	2.50	6,692.50
15	F&I Class 5 Agg - 10" Thick	SY	2,677.00	9.50	25,431.50
16	F&I Edge Drain 4" Dia PVC	LF	875.00	5.25	4,593.75
17	F&I Curb & Gutter Standard (Type II)	LF	875.00	19.00	16,625.00
18	Rem & Repl Curb & Gutter	LF	20.00	25.00	500.00
19	F&I Pavement 10" Thick Doweled Conc	SY	2,337.00	60.00	140,220.00
20	Casting to Grade - Blvd	EA	10.00	200.00	2,000.00
21	GV Box to Grade - Blvd	EA	1.00	100.00	100.00
22	F&I Sign Assembly & Anchor	EA	1.00	125.00	125.00
23	F&I Diamond Grade Cubed	SF	12.00	25.00	300.00
				Paving Total	214,913.70
Street Lighting					
24	F&I Base 6' Deep Reinf Conc	EA	4.00	975.00	3,900.00
25	F&I Innerduct 1.5" Dia	LF	674.00	8.00	5,392.00
26	F&I Luminaire Type A	EA	4.00	425.00	1,700.00
27	F&I Light Standard Type A	EA	4.00	1,400.00	5,600.00
28	F&I Conductor #6 USE Cu	LF	2,054.00	2.00	4,108.00
29	F&I Pull Box	EA	1.00	850.00	850.00
				Street Lighting Total	21,550.00
Miscellaneous					
30	Temp Pumping	LS	1.00	20.00	20.00

ENGINEER'S STATEMENT OF ESTIMATED COST

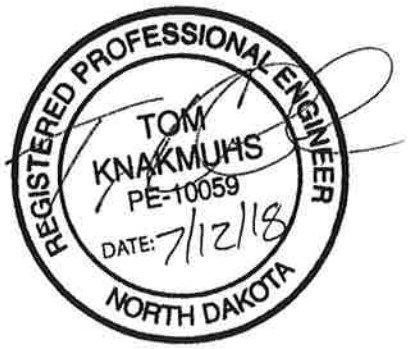
IMPROVEMENT DISTRICT # BN-18-K1

Storm Sewer, PC Concrete Paving, Street Lights & Incidentals

31 Clear & Grub	LS	1.00	0.01	0.01
32 F&I Hydrant Ext. 6" High	EA	1.00	500.00	500.00
33 Topsoil - Strip & Spread	LS	1.00	10,000.00	10,000.00
34 Mulching Type 2 - Straw	SY	3,080.00	0.20	616.00
35 Seeding Type C	SY	3,080.00	0.22	677.60
36 Stormwater Management	LS	1.00	350.00	350.00
37 Silt Fence - Standard	LF	400.00	2.00	800.00
38 Sediment Control Log 6" to 8" Dia	LF	100.00	2.00	200.00
39 Inlet Protection - New Inlet	EA	4.00	130.00	520.00
40 Inlet Protection - Existing Inlet	EA	4.00	130.00	520.00
41 Temp Construction Entrance	EA	1.00	500.00	500.00
			Miscellaneous Total	14,703.61
			Total Construction in $	**302,391.31**
		Engineering	11.00 %	33,263.04
		Legal & Misc	3.00 %	9,071.74
		Contingencies	10.00 %	30,239.13
		Administration	6.00 %	18,143.48
		Interest	4.00 %	12,095.65
			Total Estimated Costs	**405,204.36**
			Special Assessments	405,204.36
			Unfunded Costs	**0.00**

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

Date: 07/11/2018

Tom Knakmuhs

Division Engineer