FARGO CITY COMMISSION AGENDA
Monday, December 17, 2018 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, December 3, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file the following Ordinances:
   a. Amending Section 8-0305 and Enacting Section 8-0323 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating to Regulations Governing Operators.
   b. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Penalties for Non-Criminal Violations.

2. 2nd reading and final adoption of the following Ordinances; 1st reading 12/3/18:
   a. Amending Section 10-0318 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
   b. Amending Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
   c. Rezoning Certain Parcels of Land Lying in Eddy Place Addition, Eddy & Fullers Auditors Lots, Case, Peake & Hall Addition and Fullers Addition.
   d. Rezoning Certain Parcels of Land Lying in West Acres Fourth Addition.

3. Direct the City Attorney to prepare the necessary ordinance or ordinances to implement the Approval Voting Home Rule Charter amendment.

4. Purchase Agreement with Montplaisir Ag and Rental, LLP and LaVerne A. Montplaisir Family Trust.

5. Applications for property tax exemptions for improvements made to buildings:
   a. Jerry L. and Lorrie A. Thoemke, 3526 22nd Street South (3 year).
   b. Joel S. and Sherri J. Thomsen, 2404 Centennial Rose Drive South (3 year).
   c. Scott T. and Lisa A. Gail, 2617 38th Avenue South (3 year).
   d. David M. Jr. and Nancy J. Skjei, 1515 38th Avenue South (3 year).
   e. Todd J. and Wanda Meyers, 906 19th Avenue South (5 year).
   f. Chris J. and Mary E. Reynolds, 1545 4th Avenue South (5 year).
   g. Charles N. and Alvina F. Lillibridge, 910 5th Avenue South (5 year).
   h. Franklin D. and Ranae L. Charon, 1410 12th Avenue South (5 year).
   i. Matthew R. and Crystal J. Dunham, 1111 10th Street North (5 year).
   j. Kevin Sowold and Tamara Dawn Anderson, 1110 3rd Avenue North Unit 201 W (5 year).

k. Frank E. and Linnea J. Anderson, 1725 Elm Street North (5 year).
l. Kelly J. and Jill S. Erickson, 401 14th Avenue North (5 year).
m. Kelly J. and Jill S. Erickson, 401 14th Avenue North (5 year).
n. Ryan M. and Tanja R. Goellner, 3025 36th Avenue South (3 year).
o. Jared Twogood and Sara Bush, 1040 University Drive North (5 year).
p. Barret T. and Jennifer L. Wood, 2308 34 1/2 Avenue South (3 year).

6. Applications for Games of Chance:
   a. North Dakota State University Saddle & Sirloin Club for a raffle on 2/9/19.
   b. Amber Porter Benefit for a raffle on 2/14/19 (Public Spirited Resolution).
   c. TNT Kid's Fitness for a raffle and raffle board on 1/10/19.

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

8. Change Order No. 1 for an increase of $22,500.00 for Project No. SR-18-A1.

9. Change Order No. 2 for an increase of $29,580.00 for Project No. SR-18-A1.

10. Change Order No. 3 for an increase of $7,106.00 for Project No. TR-17-B1.

11. Change Order No. 5 for an increase of $11,050.00 for Project No. FM-15-K1.

12. Final Balancing Change Order No. 3 for an increase of $5,342.89 for Project No. FM-14-11.

13. Negative Final Balancing Change Order No. 2 in the amount of $-24,428.30 for Project No. HD-17-A1.

14. Revision to the Over Dimensional Vehicle Policy regarding Snow Permit Time Restrictions.

15. Pre-Disaster Mitigation Program grant application for the Red River Intake Pump House at the Water Treatment Plant.

16. Right of Way Use Agreement with DFI Dillard, LLC.

17. Bid award for cooling tower repair work at the FARGODOME.

18. Revisions to the Purchasing Policy effective January 1, 2019.

19. Receive the GFOA Certificate of Achievement in Excellence in Financial Reporting Award for the year ending 12/31/17.

20. Lease with Option to Purchase Agreements with CapFirst Equipment Finance for three Bobcat skid steers.

21. Amended Contract with the ND Department of Health for the Public Health Emergency Preparedness City Readiness Initiative (CFDA #93.074)

22. Purchase of Service Agreement Amendment for HIV Counseling, Testing and Referral contract with the ND Department of Health (CFDA #93.940)

23. Contract Agreement with Media Productions for breastfeeding friendly environment support.

24. Agreement with Ed's Towing Service, Inc. for junk vehicle removal services for 2019.

25. Grant Agreement with Humanities North Dakota for the Fargo Public Library.

26. Amended Agreement for additional engineering services for the Civic Center parking ramp restoration project.

27. 2019 City Arts Fund recommendations and Agreement with The Arts Partnership to administer the City Arts Partnership Grants for 2019 in the amount of $102,000.00.

28. Acceptance of the Walmart Community Grant Program Award in the amount of $5,000.00 for the Police Department.

29. Agreement for Services between the City of Fargo and Real Property Services Inc. for trash and recycling services in Roberts Alley.

30. Change Orders in the amount of $17,274.95 (general contract), $1,055.00 (mechanical contract) and $7,062.01 (electrical contract) for Project No. SW 16-03 Phase II.

31. Reject Bid for Ground Transportation Center Renovation and Rebid as a Request for Proposal for Design/Bid/Build Services.

32. NDDOT grant application for the purchase of replacement vehicles for the Transit Department (CFDA# 20.526).

33. Contracts and bonds for Project No. WW1701.

34. Bills.

35. Change Order No. 1 for an increase of $111,114.40 for Improvement District No. BR-18-C1.

36. Change Order No. 2 for a time extension to 1/15/19 for Improvement District No. BN-18-K1.

37. Change Order No. 2 for an increase of $31,253.21 and Time Extension to 9/17/18 for Improvement District No. BN-16-H1.

38. Change Order No. 3 for an increase of $22,254.11 for Improvement District No. UN-15-B1.

39. Change Order No. 3 for an increase of $64,557.95 for Improvement District No. BR-18-E1.

40. Negative Final Balancing Change Order No. 1 in the amount of -$43,180.67 for Improvement District No. BR-18-J1.

41. Negative Final Balancing Change Order No. 1 in the amount of -$1,549.68 for Improvement District No. AN-17-F1.

42. Negative Final Balancing Change Order No. 1 in the amount of -$32,646.86 for Improvement District No. PR-18-E1.

43. Negative Final Balancing Change Order No. 3 in the amount of -$6,686.48 for Improvement District No. BN-16-H1.

44. Negative Final Balancing Change Order No. 4 in the amount of -$29,510.16 for Improvement District No. UN-15-B1.

45. Final Balancing Change Order No. 1 for an increase of $1,036.87 for Improvement District No. BR-17-G1.

46. Final Balancing Change Order No. 2 in the amount of $41,462.13 for Improvement District No. PN-18-A1.

47. Final Balancing Change Order No. 2 for an increase of $15,398.36 for Improvement District No. BR-17-H1.

48. Final Balancing Change Order No. 4 for an increase of $16,592.36 for Improvement District No. BR-17-J1.

49. Final Balancing Change Order No. 4 for an increase of $18,735.26 for Improvement District No. NR-17-A1.

50. Change Order No. 4 in the amount of $-82,597.45 and Payment Approvals in the amount of $78,947.45 and $3,650.00 for Improvement District No. BN-17-A1.

51. Utility Relocation and authorize payment to Cass County Electric in the amount of $34,400.00 for additional work associated with Improvement District No. BN-17-A1.

52. Utility Relocation and authorize payment to Cass County Electric in the amount of $35,282.00 for additional work associated with Improvement District No. BN-17-B1.

53. Memorandum of Offer to Landowner for Temporary and Permanent Easements from B&B Holdings, LCC and B2C, LCC (Improvement District No. BN-19-A1).

54. Change Order No. 1 for an increase of $16,147.00 for Improvement District No. NR-17-B2.

55. Change Order No. 2 for an increase of $14,767.20 for Improvement District No. NR-17-B1.

REGULAR AGENDA:

56. Appointments to the Historic Preservation Commission.

57. Recommendation to approve the North Dakota Department of Transportation Section 5339 Transit Grant Agreement.

58. Public Hearings - 5:15 pm:
    a. Proposed increase in MAT Paratransit Service Agency Rate effective January 1, 2019.

    b. Amendments to Community Development Block Grant (CBDG) 5-Year Consolidated Plan and Annual Action Plans Program.

59. Presentation and discussion regarding 17th Avenue South Corridor Study.

60. Application for Abatement or Refund of Taxes #4477 made by Robert Hill Law, Ltd. representing Shoppes at Osgood, LLC/Super Valu at 4151 45th Street South requesting that the valuation for 2018 be reduced from $6,900,000.00 to $3,306,650.00; denial recommended by the Assessment Department.

61. Budget and Time Changes to the C-1 TIF District.

Page 65. Discussion on Employee Time Off for Christmas Eve; continued from the 12/3/18 Regular Meeting.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1a

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0305 AND ENACTING SECTION 8-0323 OF ARTICLE 8-03 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE RELATING TO REGULATIONS GOVERNING OPERATORS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 8-0305 of Article 8-03 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-0305. Current license and registration required-- Impoundment for violation. --

A. It shall be unlawful for any person to commit any of the following acts:

1. To operate, drive or park or the owner thereof knowingly to permit anyone to operate, drive or park, upon the streets of the city of Fargo, any motor vehicle, trailer or semi-trailer which is required to be registered pursuant to chapter 39-04, N.D.C.C., and which registration has been cancelled or revoked, or which is not registered.
2. To display or permit to be displayed, or to have in possession, any registration card or registration number plate knowing the same to be fictitious or to have been cancelled,

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revoked, suspended, or altered.

3. To lend any registration number plate or registration card to any person not entitled thereto, or knowingly permit the use of any registration number plate or registration card by any person not entitled thereto. A vehicle not displaying the current license as required herein may be impounded in accordance with § 8-0126 of this chapter.

4. To operate, drive or park or the owner thereof knowingly to permit anyone to operate, drive or park, upon the streets of the city of Fargo, any motor vehicle, trailer, or semi-trailer which does not have attached thereto and displayed thereon a number plate, plates or validation tags assigned thereto by the North Dakota registrar for the current registration year, subject to the exemptions permitted in chapter 39-04, N.D.C.C.

B. It shall be unlawful to operate or drive a vehicle upon the streets of the city of Fargo unless the operator thereof has a valid operator's license or permit as required by law~~; and unless such operator shall have his operator's license or permit in the immediate possession at all times when operating a motor vehicle and shall display the same, upon demand of any peace officer or the municipal court. However, no person charged with violating this section shall be convicted or assessed any court costs if he produces in court, to the chief of police or in the office of the arresting officer an operator's license or permit theretofore issued to him and valid and not under suspension, revocation, or cancellation at the time of his arrest~~.

Section 2. Enactment.

Section 8-0323 of Chapter 8 of Article 8-03 of the Fargo Municipal Code is hereby enacted as follows:

8-0323. License to be carried and exhibited on demand.-- An individual licensed to operate a motor vehicle shall have the operator's license in the individual's immediate possession at all times when operating a motor vehicle and shall physically surrender the operator's license upon demand of any court or police officer; however, an individual charged with violating this section may not be convicted or assessed any court costs if the

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individual produces in court or in the office of the arresting officer a valid operator's license issued to that individual that is not under suspension, revocation, or cancellation at the time of the individual's arrest.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of $20 as provided in Section 1-0305.C of the Fargo Municipal Code, as the same may be amended from time to time.

Section 3. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO PENALTIES FOR NON-CRIMINAL VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305(C)(2) of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

2. For a violation of the following ordinances, a fee of $20.00.

Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0113 (unlawful use of skates/coasters), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0304 (registration card to be carried in the driver's compartment-- inspection of card), section 8-0305(a)(1), section 8-0305(A)(4) (current registration required), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0318 (operating motor vehicle on bicycle trail), section 8-0323 (license to be carried and exhibited on demand), section 8-0403 (disobey traffic control device

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(barricade)), section 8-0405 (traffic control signals), section 8-0406 (pedestrian-control signal), section 8-0407 (flashing signals), section 8-0411 (alter traffic or railroad sign), section 8-0412 (display unauthorized signs, signals or marking), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-0707 (pedestrian crossing street where prohibited), section 8-0709(A) (pedestrian walking in roadway), section 8-0710 (pedestrian soliciting rides or business), section 8-0712 (pedestrian obstructing traffic), section 8-0901 (fail to display flag/light rear of load), section 8-0902 (improper tires), section 8-0903 (improper horn), section 8-0904 (brakes required), section 8-0905 (mirrors required), section 8-0906 (obstructed vehicle windshield/windows), section 8-0907 (windshield wipers required), 8-0908 (mufflers/exhaust system required), section 8-0909 (leaking or loose load), section 8-0910 (lights/lamps fail to conform to state law), section 8-0911 (fail to display lighted lamps), section 8-0913 (illegal spotlights), section 8-0914 (improper towing connection), section 8-0915 (reflectors/taillight required on trailer), section 8-0916 (flashing lights prohibited), section 8-0917 (illegal light on vehicle), section 8-0919(A) (riding on exterior of vehicle), section 8-0919(B) (more passengers than capacity), section 8-0919 (C) (allow body to protrude from moving vehicle), section 8-0928 (modified suspension system), section 8-0929 (driving of vehicle in unsafe condition unlawful), section 8-1003 (A) thru (J) and (L) thru (S) (stopping, standing, parking prohibited in specific places), section 8-1010 (motor vehicle left unattended-- brakes to be set, engine stopped, and keys removed), section 8-1011 (drive or park on private property), section 8-1013 (improper parking/obstructing traffic), section 8-1111 (vehicle required to stop at railroad crossing), section 8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-1301(A) (following fire apparatus), section 8-1301(B) (driving vehicle within block of fire apparatus), section 8-1301(C) (driving over fire hose), section 8-1301(D) (driving through/around barricade), section 8-1302 (driving through parade/funeral procession), section 8-1304 (failure to obtain parade permit), section 8-1305 (driving vehicle on sidewalk), section 8-1306 (improper backing), section 8-1307 (opening and closing vehicle doors), 8-1308 (helmet required-- operator/passenger), section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1311 (improper start of parked vehicle), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A) (operating motor vehicle with view obstructed by load/passengers), section 8-1316(B) (passenger obstructing driver's view), section 8-1317 (coasting vehicle on downgrade prohibited), section 8-1318 (littering), section 8-1319 (unlawful operation of motor vehicle private property), section 8-1320(A) (operating snowmobile under 16 or allowing when prohibited), section 8-1320(B) (operating snowmobile in restricted area), section 8-1321 (use of seat belts required), section 8-1410 (traffic laws apply to persons riding

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bicycles), section 8-1411 (bicyclist to obey traffic control devices), section 8-1418 (riding bicycle on sidewalks-restrictions), section 8-1422 (bicycle accidents), section 8-1804 (driving through school patrols), section 8-1902 (cruising prohibited), article 8-20 (motorized scooters).

Section 2. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 3, 2018

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

RE: Amendment of FMC §§8-0305 and 1-0305 (Penalty provisions for non-criminal violations). Enactment of §8-0323 (driver's license to be carried and exhibited on command)

Dear Commissioners,

Pursuant to your motion from the November 19th meeting, enclosed for your review and for initial receipt and filing are ordinances amending sections 8-0305 and 1-0305 of the Fargo Municipal Code and enacting section 8-0323 for the purpose of separating the requirement of a driver having a valid driver's license from that of carrying the license while operating a motor vehicle and exhibiting it upon demand by a police officer.

As previously explained for the November 19th meeting, the requested changes will better accommodate situations in Fargo Municipal Court and District Court wherein the court, usually with the endorsement and recommendation of the City Prosecutor, will amend and reduce the charge against a defendant from Driving Under Suspension (DUS) to a lesser offense. There exists an age-old problem with respect to adjudication of DUS offenses. Drivers, whose licenses are suspended, are unable to attain motor vehicle liability insurance because they lack a current license. Both courts and prosecutors find it desirous to be able to encourage certain defendants, when the situation is appropriate, to restore their driving privileges so that they can lawfully drive a motor vehicle within the state and they can do so with the protection of motor vehicle liability insurance. This goal is undermined; however, if a conviction is entered, for a DUS offense because the conviction will trigger another suspension. In order to get these defendants off the suspension treadmill, the pending DUS charge must be reduced to an offense that will not cause the defendant's driver's license to be suspended once again. A logical offense to which the DUS charge could be reduced would be to the non-criminal offense of "no driver's license in possession". FMC §8-0305. Unfortunately however, our current such ordinance still triggers a four-point assessment against the defendant's driver's license at the North Dakota Department of Transportation. Frequently, a four-point assessment is sufficient to cause the defendant's license to be re-suspended. The enclosed amendments will add another violation akin to "No Driver's License in Possession" that will carry a zero point assessment against the defendant's driver's license record instead of the four-point violation that might otherwise be assessed and which would then result in a re-suspension of the driver's

driving privileges. I have vetted this proposed solution with applicable law enforcement and court personnel and with representatives of the defense bar.

Suggested Motion: I move to receive and file An Ordinance Amending Section 8-0305 and Enacting Section 8-0323 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating To Regulations Governing Operators And An Ordinance Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating To Penalties For Non-Criminal Violations and to place the ordinances on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

William B. Wischer

William B. Wischer

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2a

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 10-0318
OF ARTICLE 10-03 OF CHAPTER 10
OF THE FARGO MUNICIPAL CODE RELATING TO
PUBLIC SAFETY, MORALS AND WELFARE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 10-0318 of Article 10-03 Chapter 10 of the Fargo Municipal Code is hereby amended as follows:

10-0318. State of Emergency – Declaration and duration.

A. The mayor or commissioner acting for the mayor, is authorized, if he finds that the city or any part thereof is suffering or is in imminent danger of suffering civil disobedience, disorder, riot or other occurrence, including danger of flooding of the city, or any part of the city, which will seriously and substantially endanger the health, safety and property of the citizens, to declare a STATE OF EMERGENCY and take the following specified measures throughout the city or any part thereof; the declaration shall be made in a proclamation which shall be delivered to the chief of police, who shall then see that said proclamation is delivered to the news media within the city and who shall use public address systems throughout the city,

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electronic notification systems or other means deemed appropriate by the chief of police and immediately notify the public of said proclamation.

* * *

7. Limit or prohibit the sale, carrying or possession on the public sidewalks or public streets, or in any public park, of weapons including, but not limited to, ~~firearms,~~ bows and arrows, air rifles, slingshots, knives, razors, or missiles of any kind.

Section 2. Penalty.

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

Section 3. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2b

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 25-1506 OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended:

* * *

CC. Class "DCP-E" License. - A Class "DCP-E" license, in the nature of a special permit, shall authorize the Downtown Community Partnership, a non-profit corporation established January 15, 2014, operated as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code with the stated purpose of serving the Fargo downtown business community, to apply for a special event "DCP-E" license, to be issued by the city auditor, for an event that is open to the general public and that is held on certain designated public property, private property or both public and private property, including public rights of way, and in which one or more licensees that are eligible to obtain a Class "E" license will be allowed to participate in the event and in which certain alcoholic beverages will be lawfully allowed to be possessed and consumed within the designated space, in accordance with the following:

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ORDINANCE NO. _____

1. Class "DCP-E" license application and approval. For each proposed Class "DCP-E" license event, the Downtown Community Partnership must submit to the city auditor an application on a form provided by the city. The application must describe the event space including a detailed description of public streets that will be closed to the traveling public, adjacent sidewalks, and designated alley ways adjacent to such streets and sidewalks along with any private property included in the event space. To the extent the event space includes any private property, the applicant must provide the written consent by the property owner to the holding of the event.

   a. Licenses non-transferable.—A Class "DCP-E" license may only be issued to the Downtown Community Partnership and it may not be transferred to, or held by, a person, firm, or entity other than the licensee.

   b. ~~A complete~~ Notice of an intention to seek a Class "DCP-E" license ~~application~~ must be submitted to the city auditor at least 45 days in advance of the requested event. Such ~~application~~ notice deadline may be waived for good cause. A complete Class "DCP-E" license application must be submitted to the city auditor in the manner of a Class "E" license.

   c. The ~~application~~ notice shall provide an estimate of the number of attendees expected to participate in the event, which estimate may be used by the police department to determine the number of additional police department personnel necessary to patrol the event space and surrounding area, and shall state the hours during which alcoholic beverages may be served in event cups, as described in this subsection, and when such beverages may be possessed or consumed within the designated event space.

   d. Downtown Community Partnership shall be eligible to receive a limited number of licenses per year, in an amount to be determined by the motion or resolution of the Board of Directors of the Downtown Community Partnership, presented with the application.

   e. The city auditor is authorized to issue the Class "DCP-E" license without notice or hearing and the provisions of section 25-1508 shall not be applicable to the issuance thereof.

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ORDINANCE NO. _____

f. Effective times and dates of license.—A Class "DCP-E" license shall be effective for the period or periods of time as approved by the city auditor and as stated on the license. Said license may be structured by the city auditor such that a DCP-E permitted event may run during certain limited time periods on certain specified consecutive days. In no event shall a Class "DCP-E" license be granted allowing alcoholic beverage open containers or the consumption of alcoholic beverages in a public space after 9:00 p.m.

g. No Class "E" licenses other than those issued to an alcoholic beverage retailer as part of a licensed Class "DCP-E" event may be issued for the event space during the Class "DCP-E" permitted times or locations.

h. At any time when a Class "DCP-E" license is in effect for a particular event and event space, the event space shall be specifically excepted from the definition of "public place" as set forth more fully in section 25-1509.1(D) of this chapter.

2. Administration and Coordination of Event. Upon issuance by the city auditor of the Class "DCP-E" license for the event, the Downtown Community Partnership will be responsible for administration and coordination of the event in accordance with the following:

a. The Downtown Community Partnership will solicit and accept applications from existing licensees that are eligible to obtain a Class "E" license to serve as alcohol vendors for the approved and licensed Class "DCP-E" event.

b. Downtown Community Partnership, by approval of its board of directors, will select one or more alcoholic beverage retailers for the Class "DCP-E" event, and will notify the city auditor of its selection or selections.

c. In order to participate in the licensed Class "DCP-E" event, said selected alcoholic beverage retailer must apply for and obtain a Class "E" license for the event.

d. The Downtown Community Partnership is authorized to charge the selected alcohol vendors a fee for participation. The Downtown Community Partnership will be responsible for making the necessary arrangements for the event, and will be responsible for payment of the costs for additional security personnel.

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3. Terms, Conditions and Restrictions for Event. With respect to an approved Class "DCP-E" licensed event, the following terms, conditions and restrictions shall be applicable:

a. The designated event space must be clearly marked with signs, special markings and other demarcations such that participants and the general public are advised as to the boundaries of the event space. The Downtown Community Partnership shall post conspicuously at all entrances and exits of the event space a notice stating that alcoholic beverages shall not be permitted outside of the designated event space. Alcoholic beverages may only be served in clearly identifiable event cups provided by the Downtown Community Partnership. Cans, bottles or other containers containing alcoholic beverages shall not be permitted in the designated event space.

b. The Downtown Community Partnership will provide the selected Class "E" license holders for the event a sufficient supply of clearly identifiable wrist bands to be distributed to, and worn by, event participants.

c. Nothing in this subsection shall be construed to relieve the responsibility of a Class "E" license holder from the obligation to comply with all laws, including laws regulating the serving of alcoholic beverages and nothing shall be construed to transfer any such obligations or responsibilities to the Downtown Community Partnership.

d. Downtown Community Partnership shall be responsible for making arrangements with the Fargo police department for any police department extra duty officers that are required to be provided for the Class "DCP-E" event, at the sole cost of the Downtown Community Partnership, at such rate or rates as are established by the chief of police.

e. Nothing in this subsection shall be construed to allow Class "E" licensees at a DCP-E permitted event to sell off-sale alcoholic beverages at such event.

f. Only alcoholic beverages that have been served by a Class "E" permit holder and which beverages are contained within the said clearly identifiable event cup, as described in this subsection, may be consumed within the event space. No other alcoholic beverages shall be permitted to be consumed in the event space. No personal use coolers for individual alcohol consumption will be permitted in the event space.

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g. All other laws and regulations shall be in full force and effect.

* * * *

Section 2. Effective Date. ~~and Sunset.~~

This ordinance shall be in full force and effect from and after its passage~~,~~ and approval. ~~and publication. This ordinance shall automatically terminate at 11:59 p.m. on December 31, 2018, and thereafter be of no further force or effect.~~

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
~~Publication:~~

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2c

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND LYING IN EDDY PLACE ADDITION, EDDY & FULLERS AUDITORS LOTS, CASE, PEAKE & HALL ADDITION AND FULLERS ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Eddy Place Addition, Eddy & Fullers Auditors Lots, Case, Peake & Hall Addition and Fullers Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 6, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 3, 2018,

WHEREAS, pursuant to Section 20-0804 of the Fargo Land Development Code (LDC) the Historic Preservation Commission has the power, among other powers and duties enumerated therein, to perform functions which may be assigned or delegated to it by the Board of City Commissioners; and,

WHEREAS, the Board of City Commissioners has found and deemed said certain parcels to be an area that has historic or cultural significance and, in accordance with LDC §20-0305, has determined that establishment of an H-O, Historic Overlay District, is appropriate;

NOW, THEREFORE,

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

Section 1. The following described property:

All of Eddy Place Addition; Blocks Ten (10) through Sixteen (16), and Twenty-four (24) through Forty-three (43) of Eddy & Fullers Auditors Lots; Block One (1), Six (6) and Seven (7) of Case, Peake & Hall Addition and Blocks One (1), Six (6) and Seven (7) of Fullers Addition to the City of Fargo, Cass County, North Dakota;

a map of which is as follows:

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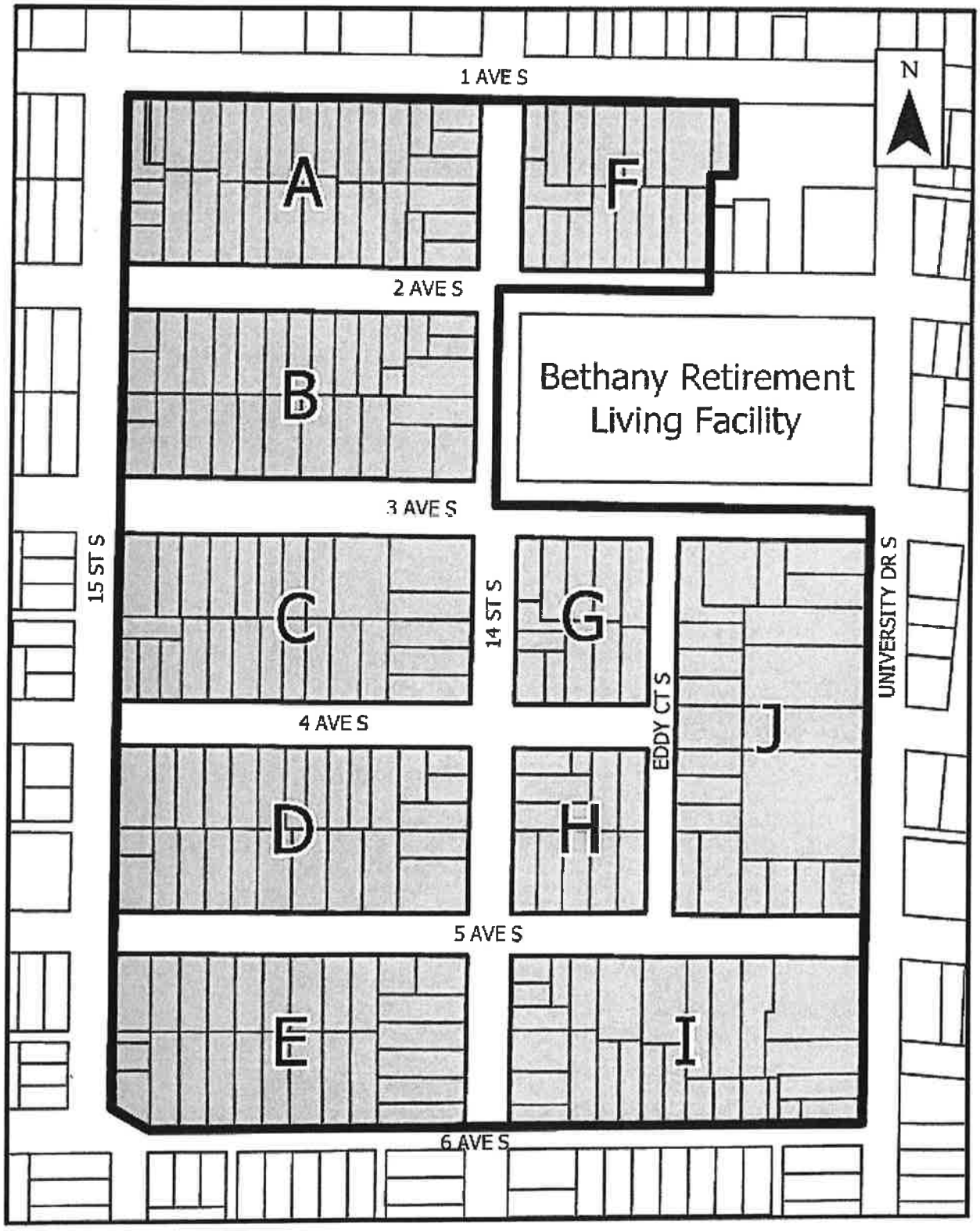

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is hereby rezoned to apply a "H-O", Historic Overlay, District".

Said property shall be referred to as the Jefferson Neighborhood Historic Overlay District.

Pursuant to LDC §20-0305.C, the following special development standards which shall apply to all properties, new and existing, within the Jefferson Neighborhood Historic Overlay District:

Jefferson Neighborhood Historic Overlay District Special Development Standards

A. Authority

In accordance with Section 20-0305.C of the Fargo Land Development Code, the following special development standards or regulations shall apply to all properties (new and existing) within the Jefferson Neighborhood Historic Overlay District.

B. Properties

The individual existing properties included in the Jefferson Neighborhood Historic Overlay District, described by address, block number, type of building, style of architecture, and year built are listed as follows:

The map of the Overlay District, above, indicates overlay boundaries with blocks identified by letters A through J. The block letters correspond to the list of properties that follows, which includes 232 parcels.

PARCEL NUMBER	PROPERTY ADDRESS	HOUSE STYLE	BLOCK	YEAR BUILT	TYPE
01-0700-00540-000	1444 1 AVE S	Craftsman	A	1921	Single Family
01-0700-00550-000	1448 1 AVE S	Craftsman	A	1921	Single Family
01-0700-00560-000	1442 1 AVE S	Craftsman	A	1917	Single Family
01-0700-00570-000	1438 1 AVE S	Craftsman	A	1925	Single Family
01-0700-00580-000	1445 2 AVE S	Craftsman	A	1901	Single Family
01-0700-00590-000	1441 2 AVE S	National	A	1899	Duplex
01-0700-00600-000	1437 2 AVE S	National	A	1901	Single Family
01-0700-00610-000	1433 2 AVE S	National	A	1922	Single Family

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01-0700-00620-000	1418 1 AVE S	Craftsman	A	1890	Single Family
01-0700-00630-000	1429-1431 2 AVE S	Prairie	A	1929	Duplex
01-0700-00640-000	1422 1 AVE S	National	A	1900	Duplex
01-0700-00650-000	1419 2 AVE S	Prairie	A	1939	Conversion
01-0700-00660-000	1428 1 AVE S	National	A	1932	Single Family
01-0700-00670-000	1412 1 AVE S	Undefined	A	1880	Single Family
01-0700-00680-000	1416 1 AVE S	National	A	1880	Duplex
01-0700-00690-000	1414 1 AVE S	National	A	1880	3 Plex
01-0700-00710-000	1415 2 AVE S	National	A	1890	Single Family
01-0700-00720-000	1413 2 AVE S	Turn of the Century Cottage	A	1890	Single Family
01-0700-00730-000	1411 2 AVE S	National	A	1914	Single Family
01-0700-00740-000	1402 1 AVE S	Commercial	A	1988	Retail
01-0700-00750-000	1410 1 AVE S	Prairie	A	1890	Single Family
01-0700-00760-000	109 1 4 ST S	Craftsman	A	1885	Duplex
01-0700-00770-000	107 14 ST S	Gable Front	A	1890	Single Family
01-0700-00780-000	115 14 ST S	Undefined	A	1885	Single Family
01-0700-00790-000	1409 2 AVE S	Prairie	A	1895	Single Family
01-0700-00800-000	121 14 ST S	Craftsman Bungalow	A	1914	Single Family
01-0700-00810-000	119 14 ST S	Gable Front	A	2012	Single Family
01-0980-01010-000	110 15 ST S	Commercial	A		Other
01-0980-01020-000	1450 1 AVE S	National	A	1920	Single Family
01-0980-01021-000	1450 1 AVE S	NA	A	0	Vacant Land
01-0980-01030-000	112 15 ST S	Undefined	A	1904	Single Family
01-0980-01040-000	1449-1449 1/2 2 AVE S	Ranch	A	1956	Single Family
01-0980-01050-000	114 15 ST S	Classical Revival	A	1904	Other
01-0980-01060-000	1452 1 AVE S	National	A	1922	Duplex
01-0700-01390-000	203 14 ST S	Gable Front	B	1910	Single Family

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01-0700-01400-000	205 14 ST S	Gable Front	B	1911	Single Family
01-0700-01410-000	1404 2 AVE S	Gable Front	B	1880	Single Family
01-0700-01420-000	209 14 ST S	Gable Front	B	1901	Duplex
01-0700-01430-000	215 14 ST S	National	B	1910	Single Family
01-0700-01440-000	1411 3 AVE S	Gable Front	B	1918	Single Family
01-0700-01460-000	1401 3 AVE S	Gable Front	B	1929	Single Family
01-0700-01470-000	1410 2 AVE S	Gable Front	B	1900	Single Family
01-0700-01480-000	213 14 ST S	NA	B	0	Vacant Land
01-0700-01490-000	1412 2 AVE S	Prairie	B	1921	Retail & Apart.
01-0700-01500-000	1414 2 AVE S	Prairie	B	1916	Single Family
01-0700-01510-000	1415 3 AVE S	Prairie	B	1894	Single Family
01-0700-01520-000	1413 3 AVE S	Prairie	B	1928	Single Family
01-0700-01530-000	1418 2 AVE S	Tudor	B	1930	Single Family
01-0700-01540-000	1420 2 AVE S	Stick	B	1911	Single Family
01-0700-01540-000	1420 1/2 2 AVE S	Stick	B	1911	Single Family
01-0700-01550-000	1416 2 AVE S	Stick	B	1890	Duplex
01-0700-01560-000	1425 3 AVE S	Stick	B	1900	Duplex
01-0700-01570-000	1421 3 AVE S	Stick	B	1895	Duplex
01-0700-01580-000	1440 2 AVE S	National	B	1900	Single Family
01-0700-01590-000	1444 2 AVE S	Stick	B	1900	Single Family
01-0700-01600-000	1428 2 AVE S	Stick	B	1900	Single Family
01-0700-01610-000	1424 2 AVE S	Stick	B	1905	Single Family
01-0700-01620-000	1445 3 AVE S	Prairie	B	1917	Single Family
01-0700-01630-000	1439 3 AVE S	Stick	B	1906	Single Family
01-0700-01640-000	1429 3 AVE S	Craftsman	B	1900	Single Family
01-0700-01650-000	1431 3 AVE S	Stick	B	1900	Single Family
01-0980-01080-000	1446 2 AVE S	Craftsman Cottage	B	1919	Single Family
01-0980-01090-000	208 15 ST S	Craftsman	B	1921	Single Family
01-0980-01110-000	1447 3 AVE S	Foursquare	B	1921	Single Family
01-0980-01120-000	212 15 ST S	Foursquare	B	1923	Single Family

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01-0340-00010-000	1448 3 AVE S	Craftsman	C	1917	Single Family
01-0340-00020-000	310 15 ST S	Craftsman	C	1961	Single Family
01-0340-00030-000	1449 4 AVE S	Craftsman	C	1919	Single Family
01-0340-00040-000	1447 4 AVE S	Craftsman	C	1919	Single Family
01-0700-01660-000	1438 3 AVE S	Stick	C	1907	Single Family
01-0700-01670-000	1442 3 AVE S	Craftsman	C	1916	Single Family
01-0700-01680-000	1432 3 AVE S	Minitraditional	C	1948	Single Family
01-0700-01690-000	1434 3 AVE S	Stick	C	1900	Single Family
01-0700-01700-000	1430 3 AVE S	Stick	C	1914	Single Family
01-0700-01720-000	1443 4 AVE S	Craftsman	C	1919	Single Family
01-0700-01740-000	1433 4 AVE S	Stick	C	1902	Single Family
01-0700-01750-000	1431 4 AVE S	Stick	C	1899	Single Family
01-0700-01760-000	1429 4 AVES	Stick	C	1899	Single Family
01-0700-01770-000	1426 3 AVES	Craftsman	C	1914	Single Family
01-0700-01781-000	1420 3 AVES	Stick	C	1900	Single Family
01-0700-01790-000	1427 4 AVES	Stick	C	1890	Single Family
01-0700-01800-000	1425 4 AVES	Stick	C	1895	Single Family
01-0700-01810-000	1423 4 AVE S	Stick	C	1895	Single Family
01-0700-01820-000	1418 3 AVE S	Craftsman	C	1911	Single Family
01-0700-01850-000	1419 4 AVE S	Foursquare	C	1907	Single Family
01-0700-01860-000	1415 4 AVE S	Dutch Colonial	C	1909	Duplex
01-0700-01870-000	313 14 ST S	Apartment	C	1900	Conversion
01-0700-01880-000	315 14 ST S	Classical Revival	C	1900	Single Family
01-0700-01890-000	317 14 ST S	Classical Revival	C	1905	Single Family
01-0700-01900-000	307 14 ST S	Foursquare	C	1905	Single Family
01-0700-01910-000	303 14 ST S	Victorian	C	1885	Single Family
01-0340-00730-000	1442 4 AVE S	Craftsman	D	1904	Single Family
01-0340-00740-000	1435 5 AVE S	Prairie	D	1901	Single Family
01-0340-00750-000	414 15 ST S	National	D	1901	Single Family
01-0700-02090-000	403 14 ST S	Undefined	D	1907	Single Family

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01-0700-02100-000	407 14 ST S	Undefined	D	1908	Single Family
01-0700-02110-000	1410 4 AVE S	Undefined	D	1908	Single Family
01-0700-02130-000	415 14 ST S	Undefined	D	2016	Single Family
01-0700-02140-000	417 14 ST S	Undefined	D	2016	Single Family
01-0700-02150-000	421 14 ST S	Classical Revival	D	1898	Single Family
01-0700-02160-000	1418 4 AVE S	Classical Revival	D	1914	Single Family
01-0700-02170-000	1414 4 AVE S	Classical Revival	D	1914	Single Family
01-0700-02180-000	1412 4 AVE S	Classical Revival	D	1904	Single Family
01-0700-02190-000	1419 5 AVE S	Foursquare	D	1890	Single Family
01-0700-02200-000	1409 5 AVE S	Turn of the Century Cottage	D	1890	Single Family
01-0700-02210-000	1430 4 AVE S	Undefined	D	1900	Single Family
01-0700-02220-000	1424 4 AVE S	Gable Front	D	1905	Single Family
01-0700-02230-000	1422 4 AVE S	Gable Front	D	1900	Single Family
01-0700-02240-000	1423 5 AVE S	Gable Front	D	1900	Duplex
01-0700-02250-000	1421 5 AVE S	Ranch	D	1975	Apartment
0l-0700-02260-000	1440 4 AVE S	Gable Front	D	1900	Single Family
01-0700-02270-000	1438 4 AVE S	Gable Front	D	1900	Single Family
01-0700-02280-000	1436 4 AVE S	Gable Front	D	1926	Single Family
01-0700-02290-000	1432 4 AVE S	Gable Front	D	1895	Single Family
01-0700-02300-000	1429 5 AVE S	Gable Front	D	1917	Single Family
01-0700-02310-000	1431 5 AVE S	Craftsman	D	1917	Single Family
01-0700-02320-000	1425 5 AVE S	Gable Front	D	1898	Single Family
01-0700-02330-000	1427 5 AVE S	Craftsman	D	1916	Single Family
01-0340-00760-000	1444 5 AVE S	National	E	1903	Duplex
01-0340-00770-000	520 15 ST S	National	E	1890	Single Family
01-0340-00780-000	524 15 ST S	Craftsman	E	1940	Single Family
01-0700-02340-000	1436 5 AVE S	Ranch	E	1953	Single Family

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01-0700-02350-000	1440 5 AVE S	Ranch	E	1955	Single Family
01-0700-02360-000	1432 5 AVE S	Gable Front	E	1910	Single Family
01-0700-02370-000	1430 5 AVE S	Gable Front	E	1890	Single Family
01-0700-02380-000	1441 6 AVE S	Gable Front	E	1926	Single Family
01-0700-02390-000	1437 6 AVE S	Prairie	E	1946	3 Plex
01-0700-02400-000	1433 6 AVE S	Gable Front	E	1923	Duplex
01-0700-02410-000	1431 6 AVE S	Gable Front	E	1921	Single Family
01-0700-02420-000	1427 6 AVE S	Ranch	E	1959	Apartment
01-0700-02430-000	1428 5 AVE S	Craftsman	E	1907	Single Family
01-0700-02440-000	1422 5 AVE S	Gable Front	E	1907	Single Family
01-0700-02450-000	1420 5 AVE S	Bungalow	E	1915	Single Family
01-0700-02460-000	1414 5 AVE S	Gable Front	E	1889	3 Plex
01-0700-02470-000	1423 6 AVE S	Foursquare	E	1924	Apartment
01-0700-02480-000	1417 6 AVE S	Ranch	E	1955	Single Family
01-0700-02490-000	1411 6 AVE S	Mission	E	1925	Single Family
01-0700-02500-000	1410 5 AVE S	Ranch	E	1949	3 Plex
01-0700-02510-000	501 14 ST S	Gable Front	E	1885	Single Family
01-0700-02520-000	507 14 ST S	Gable Front	E	1897	Duplex
01-0700-02530-000	511 14 ST S	Mission	E	1890	Single Family
01-0700-02540-000	515 14 ST S	Stick	E	1908	Single Family
01-0700-02550-000	519 14 ST S	Southwest	E	1929	Single Family
01-0700-02560-000	523 14 ST S	Stick	E	1928	Single Family
01-0700-00820-000	102 14 ST S	Gable Front	F	1916	Duplex
01-0700-00840-000	1346 1 AVE S	Gable Front	F	1907	Single Family
01-0700-00850-000	1344 1 AVE S	Gable Front	F	1907	Single Family
01-0700-00861-000	114 14 ST S	Gable Front	F	1900	Duplex
01-0700-00880-000	1345 2 AVE S	Gable Front	F	1885	Duplex
01-0700-00890-000	1339 2 AVE S	Gable Front	F	1885	Single Family
01-0700-00900-000	1343 2 AVE S	Gable Front	F	1885	3 Plex
01-0700-00910-000	1336 1 AVE S	Gable Front	F	1900	Single Family
01-0700-00920-000	1334 1 AVE S	Gable Front	F	1900	Single Family
01-0700-00930-000	1330 1 AVE S	Gable Front	F	1890	Single Family

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01-0700-00940-000	1333 2 AVE S	National	F	1890	Single Family
01-0700-00950-000	1337 2 AVE S	National	F	1885	Single Family
01-0700-00960-000	1331 2 AVE S	Gable Front	F	1922	Single Family
01-0700-00975-000	1324 1 AVE S	Commercial	F	1938	Apartment
01-0700-00990-000	1320 1 AVE S	Undefined	F	1900	Single Family
01-0700-01000-000	1329 2 AVE S	Gable Front	F	1890	Duplex
01-0700-01020-000	1325 2 AVE S	Pyramidal	F	1890	Single Family
01-0710-00140-000	1336 3 AVE S	Stick	G	1897	Conversion
01-0710-00150-000	1338 3 AVE S	National	G	1898	Single Family
01-0710-00160-000	1342 3 AVE S	National	G	1904	Single Family
01-0710-00170-000	1346 3 AVE S	National	G	1898	Single Family
01-0710-00180-000	1350 3 AVE S	National	G	1899	Single Family
01-0710-00190-000	310 14 ST S	National	G	1899	Single Family
01-0710-00200-000	314 14 ST S	National	G	1899	Single Family
01-0710-00210-000	1345 4 AVE S	Prairie	G	1901	Single Family
01-0710-00220-000	1349 4 AVE S	National	G	1900	Single Family
01-0710-00230-000	1341 4 AVE S	National	G	1911	3 Plex
01-0710-00240-000	1337 4 AVES	Classical Revival	G	1915	Single Family
01-0710-00250-000	1333 4 AVE S	Craftsman	G	1915	Single Family
01-0710-00260-000	1334 4 AVE S	Stick	H	1927	Single Family
01-0710-00280-000	1338 4 AVES	Craftsman	H	1888	Single Family
01-0710-00290-000	410 14 ST S	Stick	H	1923	Single Family
01-0710-00300-000	406 14 ST S	National	H	1916	Single Family
01-0710-00310-000	1342 4 AVE S	NA	H	0	Vacant Land
01-0710-00320-000	402 14 ST S	Craftsman	H	1951	Single Family
01-0710-00330-000	1345 5 AVE S	Classical Revival	H	1904	Duplex
01-0710-00340-000	1343 5 AVE S	National	H	1906	Single Family
01-0710-00350-000	1341 5 AVE S	National	H	1919	Single Family
01-0710-00360-000	1339 5 AVE S	National	H	1910	Single Family
01-0710-00370-000	1335 5 AVE S	National	H	1899	Single Family

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01-0700-02570-000	500 14 ST S	NA	I	1917	Duplex
01-0700-02580-000	1342 5 AVE S	Gable Front	I	1901	Single Family
01-0700-02590-000	1340 5 AVE S	Gable Front	I	1920	Single Family
01-0700-02600-000	1339 6 AVE S	Craftsman	I	1918	Duplex
01-0700-02620-000	504 14 ST S	Classical Revival	I	1907	Single Family
01-0700-02630-000	508 14 ST S	Classical Revival	I	1906	Single Family
01-0700-02640-000	512-514 14 ST S	Undefined	I	1979	Duplex
01-0700-02650-000	524 14 ST S	Stick	I	1907	3 Plex
01-0700-02660-000	526 14 ST S	Craftsman Bungalow	I	1930	Single Family
01-0700-02670-000	1332 5 AVE S	Tudor	I	1897	Single Family
01-0700-02680-000	1325 6 AVE S	Craftsman	I	1922	Single Family
01-0700-02690-000	1329 6 AVE S	Craftsman	I	1922	Single Family
01-0700-02700-000	1334 5 AVE S	Modern	I	1991	Apartment
01-0700-02710-000	1337 6 AVE S	Craftsman	I	1916	Single Family
01-0700-02720-000	1333 6 AVE S	Craftsman	I	1916	Single Family
01-0700-02730-000	1314-1316 5 AVE S	Gable Front	I	1936	Duplex
01-0700-02740-000	1306 5 AVE S	Foursquare	I	1886	Duplex
01-0700-02750-000	517 UNIVERSITY DR	Craftsman	I	1900	Single Family
01-0700-02770-000	519 UNIVERSITY DR	Stick	I	1900	Single Family
01-0700-02780-000	523 UNIVERSITY DR	Stick	I	1925	Single Family
01-0700-02790-000	1305 6 AVE S	Stick	I	1900	Single Family
01-0700-02800-000	1307 6 AVE S	Cape Cod	I	1901	Single Family
01-0700-02810-000	1309 6 AVE S	Stick	I	1904	Single Family

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

01-0700-02820-000	1311 6 AVE S	Craftsman Bungalow	I	1920	Single Family
01-0700-02870-000	1324 5 AVE S	Craftsman	I	1920	Single Family
01-0700-02880-000	1320 5 AVE S	Gable Front	I	1919	Single Family
01-0700-01920-000	1324 3 AVE S	Bungalow	J	1915	Single Family
01-0700-01930-000	1314 3 AVE S	Bungalow	J	1929	Single Family
01-0700-01940-000	1306 3 AVE S	Apartment	J	1885	Conversion
01-0700-01950-000	305 UNIVERSITY DR	Foursquare	J	1918	Duplex
01-0700-01960-000	315 UNIVERSITY DR	Foursquare	J	1910	Office & Apart.
01-0700-01970-000	317 UNIVERSITY DR	Queen Ann	J	1928	Office
01-0700-02000-000	405 UNIVERSITY DR	Undefined	J	1968	Apartment
01-0700-02000-000	411 UNIVERSITY DR	Undefined	J	1968	Apartment
01-0700-02040-000	1323 5 AVE S	Queen Ann	J	1891	Duplex
01-0700-02050-000	1309 5 AVE S	Undefined	J	1953	Single Family
01-0700-02060-000	1315 5 AVE S	Undefined	J	1941	Single Family
01-0700-02070-000	415 UNIVERSITY DR	Undefined	J	1951	Single Family
01-0700-02080-000	1305 5 AVE S	Undefined	J	1951	Single Family
01-0710-00010-000	1325 5 AVE S	Stick	J	1904	Single Family
01-0710-00020-000	406 EDDY CT S	Cape Cod	J	1931	Single Family
01-0710-00030-000	402 EDDY CT S	Stick	J	1890	Single Family
01-0710-00040-000	410 EDDY CT S	Craftsman	J	1936	Single Family
01-0710-00051-000	330 EDDY CT S	Modern	J	2004	Single Family

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01-0710-00070-000	401 UNIVERSITY DR	Classical Revival	J	1904	Single Family
01-0710-00100-000	316 EDDY CT S	Gable Front	J	1926	Single Family
01-0710-00110-000	314 EDDY CT S	Italianate	J	1912	Single Family
01-0710-00120-000	312 EDDY CT S	Italianate	J	1915	Single Family
01-0710-00130-000	1326 3 AVE S	Queen Anne	J	1889	Conversion

C. Definitions

1. **Historic Neighborhood Structure (HNS)** is any residential structure built within the Jefferson Neighborhood Historic Overlay District prior to 1940.

2. **Open Space** is defined in Section 20-1202(43) of the Fargo Land Development Code as "an outdoor, unenclosed area, located on the ground or on a roof, balcony, deck, porch or terrace designed and accessible for outdoor living, recreation, pedestrian access or landscaping, but not including roads, parking areas, driveways or other areas intended for vehicular travel".

3. **Principal Building** refers to the primary structure on a property, i.e. a house or commercial structure.

4. **Accessory Building or Structure** refers to a structure that is subordinate to the principal building, i.e. a garage, shed, or guest house.

5. **Style** is the vocabulary used to classify structures according to their appearance, structure, materials, and historic period. The styles of the Historic Neighborhood Structures within the Jefferson Neighborhood District are characterized by:

   - overall scale and relationship of height to width
   - façade proportions and relationship of solids to voids
   - window/door size, design, and operation
   - size, shape and proportions of entrances and porches
   - materials, texture, and pattern

- roof forms
- orientation, spacing, and site coverage of structures
- landscaping, walls, and fences

Style Reference: A Field Guide to American Houses, Virginia and Lee McAlester, Alfred A. Knopf, Inc., 1984.

D. Certificate of Appropriateness

In accordance with Section 20-0912 of the Fargo Land Development Code, no building permit shall be issued for the following until a Certificate of Appropriateness has been reviewed and approved in accordance with said Section 20-0912: *(Note: A Certificate of Appropriateness is required **only if** a building permit is required)*

1. Any change to the **exterior** appearance of any principal building, accessory building or structure. *(Note: A Certificate of Appropriateness is not applicable for **interior** changes)*
2. Any **new construction** of a principal building, accessory building or structure.
3. The **demolition** of any principal building, accessory building or structure.
4. The **moving** of any principal building, accessory building or structure.
5. Placement or construction of a **sign**.

E. Post-1939 Structures--exemption

With respect to residential structures built after 1939 and before the effective date of this ordinance, said structures shall be exempt from the requirement of obtaining a Certificate of Appropriateness prior to obtaining a building permit for any change to the **exterior** appearance of any principal building, accessory building or structure. Owners or permittees of such structures are encouraged to conform with the style elements of this ordinance.

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F. Special Development Standards – General

1. Open Space

2. At least 70% of a parcel's front yard shall be maintained as open space.

3. Front Yard Parking

Except for parking on driveways that run through the front yard to a garage, no parking is allowed in the front yard.

4. Side Yard Fencing

Stand-alone side yard fencing shall terminate a minimum of 2-feet behind the front façade of the principal structure.

G. Special Development Standards – Exterior Renovation

In conjunction with Section 20-0912.C(1) of the Fargo Land Development Code, the City Planner shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the exterior renovation of a Historic Neighborhood Structure's principal building, accessory building or structure. A request that satisfies all of the following criteria shall be approved. Substitute materials are permissible if matching the existing material is not technically or economically feasible.

1. Principal Building

a. Exterior Cladding

1. Exterior cladding shall match the original principal building in design, dimension, detail, texture, and pattern.

2. If the principal building is void of its original exterior cladding, full replacement cladding shall be of a design compatible with the historic style of structures located within the district. Repair or

partial replacement of non-original exterior cladding shall be exempt from this regulation.

b. Windows and Doors

1. Windows and doors shall match the original principal building in design and operation.

2. If the principal building is void of its original windows or doors, replacement windows and doors shall be of a design compatible with the historic style of structures located within the district.

3. Window or door openings shall not be increased or decreased by more than 10% in dimension or total area. Any changes in dimension or area will require review by the Fargo Historic Preservation Commission.

c. Roofs

1. Roof functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, vents, and gutters shall match the original in design, dimension, detail, texture, and pattern.

2. Skylights are prohibited on all roof planes parallel to and facing the street.

d. Entrances, Porches, and Decks

1. A renovated front entrance addition to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door, or shall have the first-floor plane in a style compatible with the style characteristics of a Historic Neighborhood Structure as described in the definitions above.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2. Accessory Buildings or Structures

a. Alterations to accessory buildings and structures shall be compatible with the style of the principal building and shall be subordinate to the principal building.

H. Special Development Standards - Additions

In conjunction with Section 20-0912.C(2) of the Fargo Land Development Code, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding an addition to a Historic Neighborhood Structure's principal building, accessory building or structure. A request that satisfies all the following criteria shall be approved. Substitute materials are permissible if matching the existing material is not technically or economically feasible.

1. Principal Building

a. Exterior Cladding

1. Exterior cladding of the addition shall match the original principal building in design, dimension, detail, texture, and pattern.

2. If the principal building is void of its original exterior cladding, the cladding of the addition shall match the existing cladding of the principal structure.

b. Windows and Doors

1. Windows and doors of the addition shall match the original principal building in style, design and operation.

2. If the principal building is void of its original windows or doors, the window and doors of the addition shall match the existing principal building.

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3. A garage door of an attached, front-yard entered garage addition shall not exceed 10 feet in width or 8 feet in height. A double-stall garage will require 2 doors.

c. Roofs and Dormers

1. The roof form of an addition to the principal building shall be consistent with the roof style and pitch of the principal building.

2. Flat roofs and shed roofs are prohibited, except on porches and where consistent with the roof form of the original principal building.

3. All gable roofs shall have a minimum pitch of 6:12. All hip roofs must have a minimum pitch of 3:12.

4. The reconstruction or addition of dormers to an existing principal building, or the addition of dormers to an addition to a principal building shall be consistent with the style of a Historic Neighborhood Structure.

5. Roof functional and decorative features, such as roofing materials, cresting, dormers, chimneys, cupolas, vents, and gutters shall match the original principal building in design, dimension, detail, texture, and pattern.

6. If the roof of the principal building is void of its original functional and decorative features, the roof of the addition shall match the existing roof of the principal structure.

7. Skylights are prohibited on all roofs parallel to and facing the street.

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FARGO, NORTH DAKOTA

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d. Entrances, Porches, and Decks

1. A new front entrance addition to the principal building shall face the street.

2. A new front entrance addition to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door or shall have the first-floor plane in a style compatible with Historic Neighborhood Structure.

3. Reconstruction of an open or screened porch (not an enclosed porch which provides year-round living space) which was historically a part of the original principal building shall be allowed to be rebuilt, and as may be necessary to accurately reconstruct, shall be allowed to vary by right from any existing zone district setback standards of the Fargo Land Development Code. The burden of establishing that a porch was part of the original structure is the owner's burden, not the City's.

4. Decks are prohibited in front yards.

5. On corner lots, decks are allowed on street side yards with screening, either by fence or landscaping.

e. Height and Elevation

1. The height of a new addition to a principal building shall not exceed the overall scale of an HNS with a maximum eave height of 25 feet.

2. The height of a new addition to the principal building shall not be greater than the height of the principal building, except in the case of a second story addition to a single-story principal building, the

result of which is the creation of a two-story principal building consistent with an HNS.

2. Accessory Buildings or Structures

a. Additions to existing accessory buildings or structures shall be subordinate in scale and compatible with the design and style of the principal structure.

b. An addition to an existing accessory building that does not meet the dimensional setback standards of the LDC and does not increase in total floor area of the existing accessory building by more than 40%, is permissible by right, provided that: 1) the existing non-conforming setback is not increased; 2) the property line from which the non-conforming setback is determined is verified by a registered land surveyor; and 3) the new accessory building addition is limited in height to no more than one-story with 10-foot maximum sidewalls.

I. Special Development Standards - New Construction

In conjunction with Section 20-0912.C(2) of the Fargo Land Development Code, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the new construction of a Historic Neighborhood Structure's principal building, accessory building or structure. A request that satisfies all of the following criteria shall be approved.

1. Principal Building

a. Proportion

1. The size and mass of the principal building in relation to open spaces, windows, door openings, porches, and balconies, must be visually compatible with the structures and places to which it is visually related.

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2. The relationship of the width of the principal building to the height of the front elevation must be visually compatible with historic structures within the Jefferson Neighborhood Historic Overlay District.

3. The relationship of solids to voids in the front facade of a principal building must be visually compatible with historic structures within the Jefferson Neighborhood Historic Overlay District.

4. The relationship of the principal building to the open space between it and adjoining structures must be visually compatible with historic structures within the Jefferson Neighborhood Historic Overlay District.

b. Exterior Cladding

1. The relationship of the materials, detail, and pattern of the facade of a principal structure must be visually compatible with structures and places to which it is visually related.

c. Windows and Doors

1. The relationship of the width of the windows and doors to the height of windows and doors in the principal structure must be visually compatible with historic structures within the Jefferson Neighborhood Historic Overlay District.

2. Any garage door visible from the street shall not exceed 10 feet in width and 8 feet in height.

d. Roofs and Dormers

1. The roof shape of the principal building must be visually compatible with structures, to which it is visually related.

2. Flat roofs and shed roofs are prohibited, except on porches and where consistent with the roof form of an HNS.

3. All gable roofs shall have a minimum pitch of 6:12. All hip roofs must have a minimum pitch of 3:12.

4. Dormers of the principal building shall be consistent with the style of the structure.

5. Skylights are prohibited on all roofs parallel to and facing the street.

e. Entrances, Porches, and Decks

1. The front entrance of the principal building shall face the street.

2. The front entrance to the principal building shall have no fewer than four steps, or an equivalent ramp distance, from the ground level to the bottom of the front entrance door or shall have the first-floor plane in a style compatible with Historic Neighborhood Structure.

3. Decks are prohibited in front yards.

4. On corner lots, decks are allowed on street side yards with screening, either by fence or landscaping.

f. Height and Elevation

1. The height of the principal building must be visually compatible with historic structures within the Jefferson Neighborhood Historic Overlay District.

2. The height of the principal building shall not exceed the overall scale of HNS with a maximum eave height of 25 feet.

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3. The principal building shall be constructed to have the first-floor plane in a style compatible with Historic Neighborhood Structure.

2. Accessory Buildings or Structures

a. New accessory building or structures shall be subordinate in scale and compatible with the design and style of the principal building.

b. Except Historic Neighborhood Structures designed with an attached garage, all garage structures shall be in the rear yard. Any garage door visible from the street shall not exceed 10 feet in width or 8 feet in height.

c. Reconstruction (including its enlargement by up to 40% in total floor area) of an existing accessory building, which does not meet the dimensional setback standards of the Fargo Land Development Code, is permissible by right, provided that: 1) the existing non-conforming setback is not increased; 2) the property line from which the setback is determined is verified by a registered land surveyor; and 3) the new accessory building is limited in height to no more than one-story with 10-foot maximum sidewalls.

J. Special Development Standards - Demolition

In conjunction with Section 20-0912.C(2) of the Fargo Land Development Code, the Historic Preservation Commission shall consider the following criteria in review of a request for a Certificate of Appropriateness regarding the demolition of a principal building, accessory building or structure. A request that satisfies the following criteria shall be approved.

1. The requested demolition is justified by the state of deterioration, disrepair and structural stability of the structure, or the building has been condemned.

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ORDINANCE NO. _____

2. The requested demolition is not detrimental to the overall style of the historic district.

3. The requested demolition is consistent with the purpose of the Comprehensive Plan and other adopted policies of the City.

K. Variance of Special Development Standards

To allow for a variance of hardships that may arise from the strict application of any of the foregoing Special Development Standards, the Historic Preservation Commission may consider requests to deviate from any applicable standard(s) and allow for an exception(s). A two-thirds vote of the Historic Preservation Commission is required for approval of any exception to the Special Development Standards.

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

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Timothy J. Mahoney, M.D. Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

2d

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN WEST ACRES FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 6, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 3, 2018,

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) and Two (2), Block Three (3), West Acres Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "GC", General Commercial, District.;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

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

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

3

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 13, 2018

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

RE: Home Rule Charter amendment for Approval Voting and resulting City ordinance amendments

Dear Commissioners:

I ask for your permission and direction to prepare certain amendments to our City ordinances in order to accommodate the Home Rule Charter amendment adopting "approval voting."

As you know, Fargo Initiated Measure No. 1, regarding "approval voting" was approved by the Fargo electors at the November 6, 2018, election. As a result, Article 11 to the Fargo Home Rule Charter was enacted:

BE IT ENACTED BY THE CITY OF FARGO:

A new article of the Home Rule Charter of the City of Fargo is created and enacted as follows:

Article 11 – Election Procedures

A. Methodology. City officials will be elected so that each voter may vote for all the candidates the voter approves of in each race. Candidates receiving the most votes will be elected until all necessary seats are filled in each race.
B. Ballot instructions. For each race to elect city officials, the instructions on the ballot will instruct voters with the directions, "Vote for ALL the names you approve of," with "ALL" being written in uppercase.
C. Reporting of results. For each candidate's result in each race, reported vote percentages must be calculated by taking the number of votes for that candidate divided by the total ballots cast.

[the "Approval Voting Amendment".]

Implement HRC Amendment by Ordinance. Typically, home rule charter provisions are to be implemented by ordinance. N.D.C.C. §40-05.1-06. See also: Litten v. City of Fargo, 294 N.W.2d 628 (N.D. 1980). In the instant case, the home rule charter amendment is very specifically-worded and the language of the implementing ordinance would be virtually identical to the new HRC provision. I ask your permission to draft and present such an ordinance.

Conflicts with Existing Law to be Rectified. In addition, I have reviewed city and state election law in an effort to identify any conflicts with the Approval Voting Amendment. As a general matter, city elections are governed by the same state laws that govern elections and contests for county officers, which is generally governed by the state law for general elections (as opposed to special elections). See N.D.C.C. §§40-21-13, 11-03-28. As for the City, our Home Rule Charter provides that all election procedures for the city shall be established by ordinance. Fargo HRC Article 2(A)(15). City ordinances regarding elections are generally confined to Fargo Municipal Code (FMC) Article 2-02. In particular, FMC §2-0203 provides:

> FMC §2-0203. Elections--Provisions governing.--Municipal elections in the city of Fargo shall be conducted in accordance with the statutes of the state of North Dakota which relate to elections in cities with a commission form of government except as hereinbefore changed and modified.

Thus, Fargo's election law draws upon the state statutes. While the Approval Voting Amendment is not in conflict with N.D.C.C. §40-21-17, providing that the person having the highest number of votes for any municipal office shall be declared elected to such office, the Amendment is in conflict with N.D.C.C. §40-09-03 which provides:

> N.D.C.C. §40-09-03. Regulations governing election of commissioners. The members of the board of city commissioners must be elected at large and not by wards. Each voter may vote for one of the candidates for the office of president of the board of city commissioners and for as many candidates for the office of city commissioner as there are commissioners to be elected. Candidates for the city commission may run for either the office of city commissioner or the office of president of the board of city commissioners but not both in the same election. A candidate may run for only one office in a city at any given election. [Emphasis added.]

In other words, the one vote-per-candidate rule in state law (and, by reference, City law) is at odds with approval voting and, therefore, FMC §2-0203 should be amended to recognize and rectify the conflict.

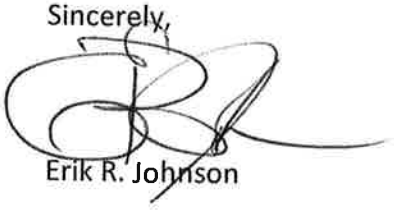
Municipal Judges. While no ordinance amendments are needed on this topic, it should be noted that municipal court judges are also elected city officials and, therefore, the Approval Voting Amendment applies to such elections and the above-same amendment to FMC §2-0203

to accommodate approval voting would also apply to elections for municipal judge. See generally: N.D.C.C. §40-18-03 (election of municipal judges).

Amended HRC Submitted to Secretary of State. For your information, the City's Home Rule Charter, as amended by the approval voting measure, has been submitted to the North Dakota Secretary of State in conformance with the requirements of N.D.C.C. §40-05.1-07.

SUGGESTED MOTION: I move to direct the City Attorney to prepare the necessary ordinance or ordinances to implement the recent Approval Voting Home Rule Charter amendment as presented and to rectify any conflict between Approval Voting and existing City election law.

Sincerely,



Erik R. Johnson

THE CITY OF Fargo FAR MORE

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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 13, 2018

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

Re: Purchase Agreement

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase from **Montplaisir Ag and Rental, LLP** and **LaVerne A. Montplaisir Family Trust** and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Nancy J. Morris
Assistant City Attorney

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ of _____, 2018, by and between **Montplaisir Ag and Rental, LLP**, a North Dakota Limited Liability Partnership, and **LaVerne A. Montplaisir Family Trust** hereinafter called "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "Buyer" or "City".

WHEREAS, Seller is the owner of the following described property:

Description for ROW:

W ½ of the Sheyenne Loop N ROW, 19th Avenue Southwest Pond Addition.

Severed Lot:

Lot 1, Block 3 of 19th Avenue Southwest Pond Addition to the City of Fargo, Cass County, North Dakota.

Pond lot:

Lot 4, Block 1 of Laverne's Addition to the City of Fargo, Cass County, North Dakota.

WHEREAS, Buyer desires to purchase the above described property for purposes of constructing a regional retention pond, and to pay for the severed lot and right of way impacted by the City project; and

WHEREAS, the City and Seller have negotiated fair and just compensation for the interests in Seller's Property desired by the City; and

WHEREAS, upon the terms and conditions of this Agreement, Seller has agreed to grant the foregoing interests in its Property to the City.

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

1. **Conveyance of Fee Title**. At Closing, which shall occur on or before December 31, 2018, Seller shall convey by Warranty Deed to the City the fee title to property described in the recitals above.

2. **Purchase Price**. As and for the purchase price, the City shall pay to Montplaisir Ag and Rental, LLP the sum of $221,881.88, and to LaVerne A. Montplaisir Family Trust the sum of $263,792.12.

3. **Mortgages, Liens and Encumbrances**. Seller agrees to convey the property by Warranty Deed, free and clear of all mortgages, liens and encumbrances, if any.

4. **Taxes**. The taxes and installments of special assessments, if any, for the year of closing allocated to the property described in the recitals shall be paid by the city of Fargo. Prior year taxes and assessments must be paid by Seller in advance of closing. The parties agree and understand that the special assessments deferred by separate agreement shall not be impacted by the terms of this agreement.

5. **Attorney Fees**. It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

6. **Inspection and Photographs**. Prior to Closing, Seller agrees to allow City to enter the premises and upon the land for purposes of inspection, including but not limited to asbestos testing and mitigation, soil testing, including soil borings, and all other testing means necessary to determine suitability of the property for the intended purposes.

7. **Entire Agreement**. This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

DATED this ____ day of _____, 2018.

SELLER:

Montplaisir Ag and Rental, LLP

By: _____
Perry Montplaisir, a General Partner

SELLER:

LaVerne A. Montplaisir Family Trust

By: _____
Perry Montplaisir, Trustee

BUYER:

CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

_____
Steve Sprague, Auditor

CITY OF Fargo

ASSESSMENT DEPARTMENT

5a

December 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3526 22 St. S as submitted by Jerry L. & Lorrie A. Thoemke. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $275 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Jerry + Lorrie Thoemke Phone No. 701/367-9180
2. Address of Property 3526 22nd St. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed.

   Lot 16 Blk 6 South Pointe 3rd Addition
4. Parcel Number 01-2832-00860-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel Kitchen
7. Building Permit No. 172510 8. Year Built 1987
9. Date of Commencement of making the improvement 12/26/17
10. Estimated market value of property before improvement $ 273,700
11. Cost of making the improvement (all labor, material and overhead) $ 40,000
12. Estimated market value of property after improvement $ 295,000

Applicant's Certification and Signature

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

X Applicant's Signature Lorrie Thoemke X Date 12-3-18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/7/18

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

5b

CITY OF Fargo

ASSESSMENT DEPARTMENT

December 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2404 Centennial Rose Dr. S as submitted by Joel S. & Sherri J. Thomsen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1080 with the City of Fargo's share being $185.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Joel + Sherri Thomsen Phone No. _____
2. Address of Property 2404 Centennial Rose Dr. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed. _____

   Lot 11 ; Block 5 Rose Creek 3rd Addn
4. Parcel Number 01-2484-00620-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Relocate + Remodel Existing Kitchen, Remodel Baths, + Refinish Basement
7. Building Permit No. 171531 8. Year Built 1993
9. Date of Commencement of making the improvement 8/15/17
10. Estimated market value of property before improvement $ 516,400
11. Cost of making the improvement (all labor, material and overhead) $ 528,000
12. Estimated market value of property after improvement $ 599,600

Applicant's Certification and Signature

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

    Applicant's Signature _____ Date 11/19/18

Assessor's Determination

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

    Assessor's Signature _____ Date 12/7/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5c

December 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2617 38 Ave. S as submitted by Scott T. & Lisa A. Gail. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $100 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Scott + Lisa Gail Phone No. 701/232-2543
2. Address of Property 2617 38th Ave S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed.

   Lot 7 Block 5 Stonebridge Farms
4. Parcel Number 01-2920-00830-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel 3 Existing Bathrooms
7. Building Permit No. 180164 8. Year Built 1992
9. Date of Commencement of making the improvement 2/21/18
10. Estimated market value of property before improvement $ 322,300 06
11. X Cost of making the improvement (all labor, material and overhead) $ 81,000
12. Estimated market value of property after improvement $ 330,200

Applicant's Certification and Signature

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

X Applicant's Signature Scott Gail X Date 12/3/18

Assessor's Determination

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

Assessor's Signature Dan Johnston Date 12/7/18

Action of Governing Body

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

Approval subject to the following conditions:

Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

5d

December 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1515 38 Ave. S as submitted by David M. Jr & Nancy J. Skjei. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $190 with the City of Fargo's share being $30.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner David Jr. & Nancy SKjei Phone No. 701/238-0720
2. Address of Property 1515 38th Ave. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed.

   Lot 14 except E 40 FT & E 68 FT of 15 ; Block 9 Ruby Dell Schnell
4. Parcel Number 01-2705-01620-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel/Updat Kitchen
7. Building Permit No. 180011 8. Year Built 1986
9. Date of Commencement of making the improvement 1/3/18
10. Estimated market value of property before improvement $ 283,400
11. Cost of making the improvement (all labor, material and overhead) $ 35,000
12. Estimated market value of property after improvement $ 298,100

Applicant's Certification and Signature

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

X Applicant's Signature David D. Skjei Jr. X Date 11-3-18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/7/18

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

5e

December 6, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 906 19 Ave. S as submitted by Todd J. & Wanda Meyers. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $190 with the City of Fargo's share being $30.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Todd & Wanda Meyers Phone No. _____
2. Address of Property 906 19 Ave S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____
   Lt 5 Blk 4 Harry A Schnell
4. Parcel Number 01-2660-00920-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 906 19 Ave S
   City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New kitchen and bathroom
7. Building Permit No. 172403 8. Year Built 1959
9. Date of Commencement of making the improvement Nov 2017
10. Estimated market value of property before improvement $ 196,300
11. Cost of making the improvement (all labor, material and overhead) $ $75,000
12. Estimated market value of property after improvement $ 211,000

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature _____ Date 4 Dec 2018

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☒ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature _____ Date 12/7/18

Action of Governing Body

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

CITY OF Fargo

ASSESSMENT DEPARTMENT

5f

December 3, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1545 4 Ave. S as submitted by Chris J. & Mary E. Reynolds. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $115 with the City of Fargo's share being $20.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Chris & Mary Reynolds Phone No. _____
2. Address of Property 1545 4 Ave S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Lt 13, Blk 2, Case, Peake & Hall
4. Parcel Number 01-0340-00190-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside dwelling
7. Building Permit No. 180840 8. Year Built 1917
9. Date of Commencement of making the improvement June 2018
10. Estimated market value of property before improvement $ 173,800
11. Cost of making the improvement (all labor, material and overhead) $ 10,548
12. Estimated market value of property after improvement $ 182,800

Applicant's Certification and Signature

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

    Applicant's Signature Chris & Mary Reynolds Date Nov 30, 2018

Assessor's Determination

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

    Assessor's Signature _____ Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

59

December 3, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 910 5 Ave. S as submitted by Charles N. & Alvina F. Lillibridge. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $75 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner CHARLES & ALVINA LILLIBRIDGE Phone No. 701-232-6717
2. Address of Property 910 5 AVE S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. W 45' OF LTS 1-2, BLK 42, NORTHERN PACIFIC
4. Parcel Number 01-2140-00800-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner SAME

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). REPLACE SHEATHING & SHINGLES ON ROOF
7. Building Permit No. 180147 8. Year Built 1905
9. Date of Commencement of making the improvement FEBRUARY 2018
10. Estimated market value of property before improvement $ 210,200
11. Cost of making the improvement (all labor, material and overhead) $ 20,000
12. Estimated market value of property after improvement $ 216,100

Applicant's Certification and Signature

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

    Applicant's Signature Charles M. Lillibridge Date 11/26/18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5h

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1410 12 Ave. S as submitted by Franklin D. & Ranae L. Charon. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $115 with the City of Fargo's share being $20.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Franklin & Ranae Charon Phone No. 701-793-6695
2. Address of Property 1410 12 Ave S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Lt 10, Blk 7, Aldrich & Roberts
4. Parcel Number 01-0020-01320-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside dwelling
7. Building Permit No. 180366 8. Year Built 1884
9. Date of Commencement of making the improvement April 2018
10. Estimated market value of property before improvement $ 168,700
11. Cost of making the improvement (all labor, material and overhead) $ 1500
12. Estimated market value of property after improvement $ 177,500

Applicant's Certification and Signature

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

    Applicant's Signature Frank Charon Jr Date 11-23-18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5i

November 30, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1111 10 St. N as submitted by Matthew R. & Crystal J. Dunham. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $325 with the City of Fargo's share being $55.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Matthew R. & Crystal J. Dunham Phone No. 320-290-3356
2. Address of Property 1111 10 St. N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. LOT N 1/3 OF H & N 46 1/2 FT OF L BLK 6 CHAPINS
4. Parcel Number 01-0440-00950-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner SAME

   City_____ State_____ Zip Code_____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Add bath to existing bedroom. Demo partial addn and reconstruct on existing continuous foundation - use to be breakfast nook. Remodel kitchen.
7. Building Permit No. 180521 8. Year Built 1912
9. Date of Commencement of making the improvement 05/01/2018
10. Estimated market value of property before improvement $ 138800
11. Cost of making the improvement (all labor, material and overhead) $ 38,000
12. Estimated market value of property after improvement $_____

Applicant's Certification and Signature

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

    Applicant's Signature CDunham Date 11/29/18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions:_____

    Chairman of Governing Body_____ Date_____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5j

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1110 3 Ave. N Unit 201W as submitted by Kevin Solwold & Tamara Dawn Anderson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $255 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Kevin Solwold & Tamara Anderson Phone No. 701/412- 3411
2. Address of Property 1110 3 Ave N Unit 201W

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lts 4-9, Blk 37 Towers Condo Unit 201W, Roberts 2nd
4. Parcel Number 01-2382-03831-050 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Removed bedroom, opened living room, kitchen, dining area with full remodel of areas
7. Building Permit No. 180578
8. Year Built 1978
9. Date of Commencement of making the improvement May 2018
10. Estimated market value of property before improvement $ 85,700
11. Cost of making the improvement (all labor, material and overhead) $ 15,000
12. Estimated market value of property after improvement $ 105,500

Applicant's Certification and Signature

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

    Applicant's Signature K Solwold T Anderson Date 11-25-18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

52

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1725 Elm St. N as submitted by Frank E. & Linnea J. Anderson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $165 with the City of Fargo's share being $30.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Frank & Linnea Anderson Phone No. _____
2. Address of Property 1725 Elm St N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lt 9, Blk 3, Ridgewood
4. Parcel Number 01-2360-00450-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New siding
7. Building Permit No. 181530 8. Year Built 1957
9. Date of Commencement of making the improvement September 2018
10. Estimated market value of property before improvement $ 246,800
11. Cost of making the improvement (all labor, material and overhead) $ 20,151
12. Estimated market value of property after improvement $ 259,900

Applicant's Certification and Signature

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

    Applicant's Signature Frank Anderson Date 11/20/18

Assessor's Determination

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

    Assessor's Signature _____ Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5l

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 401 14 Ave. N as submitted by Kelly J. & Jill S. Erickson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $185 with the City of Fargo's share being $30.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Kelly & Jill Erickson Phone No. 701/412-6089
2. Address of Property 401 14 Ave N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lt 18, Blk 1, El Zagal Replat
4. Parcel Number 01-0761-00180-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New siding
7. Building Permit No. 181414 8. Year Built 1976
9. Date of Commencement of making the improvement August 2018
10. Estimated market value of property before improvement $ 291,000
11. Cost of making the improvement (all labor, material and overhead) $ 31,698
12. Estimated market value of property after improvement $ 305,300

Applicant's Certification and Signature

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

    Applicant's Signature Jill Erickson Date 11/21/18

Assessor's Determination

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

    Assessor's Signature Jen Ohnstad Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5m

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 401 14 Ave. N as submitted by Kelly J. & Jill S. Erickson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $245 with the City of Fargo's share being $40.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Kelly & Jill Erickson Phone No. 701/412-6089
2. Address of Property 401 14 Ave N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lt 18, Blk 1, El Zagal Replat
4. Parcel Number 01-0761-00180-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen remodel & vault ceiling
7. Building Permit No. 180924 8. Year Built 1976
9. Date of Commencement of making the improvement June 2018
10. Estimated market value of property before improvement $ 305,300
11. Cost of making the improvement (all labor, material and overhead) $ 70,800
12. Estimated market value of property after improvement $ 324,200

Applicant's Certification and Signature

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

    Applicant's Signature [signature] Date 11/21/18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

5n

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3025 36 Ave. S as submitted by Ryan M. & Tanja R. Goellner. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $395 with the City of Fargo's share being $65.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Ryan + Tanja Goellner Phone No. _____
2. Address of Property 3025 36th Ave. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed.

   Lot 22; Block 2 Stonebridge Farms 3rd
4. Parcel Number 01-2923-00380-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Major Remodel of Kitchen, Dining Room, & Laundry Room
7. Building Permit No. 180758 8. Year Built 1993
9. Date of Commencement of making the improvement 5/29/18
10. Estimated market value of property before improvement $ 318,000
11. Cost of making the improvement (all labor, material and overhead) $ 60,000
12. Estimated market value of property after improvement $ 348,400

Applicant's Certification and Signature

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

    Applicant's Signature _____ Date 11/17/18

Assessor's Determination

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

    Assessor's Signature _____ Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

50

November 29, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1040 University Dr. N as submitted by Jared Twogood & Sara Bush. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $455 with the City of Fargo's share being $75.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Jared Twogood and Sara Bush Phone No. 701-290-9104
2. Address of Property 1040 University Dr N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.

   Lt 13, Blk 11 Kirkhams 2nd
4. Parcel Number 01-1640-01310-000 Residential ■ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1181 Main St

   City Dickinson State ND Zip Code 58601

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish lower level
7. Building Permit No. 180347 8. Year Built 1916
9. Date of Commencement of making the improvement 04/11/18
10. Estimated market value of property before improvement $ 164,300
11. Cost of making the improvement (all labor, material and overhead) $ 35,000
12. Estimated market value of property after improvement $

Applicant's Certification and Signature

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

    Applicant's Signature Jared Twogood Date 11/21/18

Assessor's Determination

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

    Assessor's Signature [signature] Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

5p

November 27, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2308 34 ½ Ave. S as submitted by Barret T. & Jennifer L. Wood. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $455 with the City of Fargo's share being $75.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification BARRET

1. Name of Property Owner Barrett + Jennifer Wood Phone No. _____
2. Address of Property 2308 34½ Ave. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed. _____

   Lot 41; Block 4 South Pointe 1st
4. Parcel Number 01-2830-01180-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Major Remodel of Kitchen + Main floor
7. Building Permit No. 180294 8. Year Built 1987
9. Date of Commencement of making the improvement 3/29/18
10. Estimated market value of property before improvement $ 255,400
11. Cost of making the improvement (all labor, material and overhead) $ 150,000
12. Estimated market value of property after improvement $ 290,400

Applicant's Certification and Signature

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

    Applicant's Signature Jen R Wood + Barrett Wood Date 11-18-18

Assessor's Determination

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

    Assessor's Signature _____ Date 12/5/18

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

V 1035
12/10/18

NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo, Auditors Office - Gaming
200 N 3rd Street, Fargo, ND 58102
Phone: 701-241-1304
Rev. 07-2015

4a

Name of Student Organization		Date(s) of Activity	
North Dakota State University Saddle + Sirloin Club		2-9-2019 to 2-9-2019	
Person Responsible for the Gaming Operation		Time of Event	
Brfann Obritsch		☐ a.m. ☒ p.m.	
Street Address of Student Organization	City	State	Zip Code
1350 Albrecht Blvd	Fargo	ND	58102
Name of Site Where Game(s) will be Conducted	Street Address		
Shepperd Arena (NDSU campus)	1350 Albrecht Blvd		
City	State	Zip Code	County
Fargo	ND	58102	Cass County

Check the Game Types to be Conducted: ☐ Bingo ☐ Raffle Boards ☒ Raffle ☐ Calendar Raffle ☐ Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash	$ 50% of Raffle

Game Type	Description of Prize	Retail Value of Prize
		$

(Limit $12,000 per year)
$

Intended uses of gaming proceeds: NDSU Saddle + Sirloin Founding

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.*

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union.

I acknowledge that the Saddle & Sirloin Club student organization is registered by the Administration of North Dakota State University.

Signature	Title	Date	Business Phone Number
[signature]	Director/student activities	12-10-18	701-231-7449

The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NDSU.

Signature of Contact Person	Title	Date	Business Phone Number
[signature]	Student	12-10-18	701-290-2557

RJ 12/10/18 CK 1035

CC 25.00 12/11/18 kb

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):
amber Porter Benefit	~~12/10/2018~~ to ~~2/14/2019~~	02/14/2019

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Concorde General Agency Inc/wendy Clemens	Hr Manager	(701) 373-8933

Business Address	City	State	Zip Code
720 28th St S	Fargo	ND	58103-2362

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Concorde General Agency Inc	720 28th St S

City	State	Zip Code	County
Fargo	ND	58103-2362	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Traeger Grill	$975.-
Raffle	65" Sharp 4K TV	$700.00
Raffle	Yeti 45 Cooler	$400.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 2075.-

Intended uses of gaming proceeds: Benefit proceeds will be given to the Porter family to help with medical expenses

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
Wendy Clemens	12/10/2018	Hr Manager	(701) 373-8933

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):
Tnt Kid's Fitness	to	1/10/2019

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

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

Mailing Address (if different)	City	State	Zip Code

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

City	State	Zip Code	County
Fargo	ND	58103-0000	Clay

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

[ ] Bingo [x] Raffle [x] 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
Raffle1	ScheelsGift Card	$500.00
Raffle 2	Visa Gift Card 1	$500.00
Raffle 3	Visa Gift Card 2	$500.00
Raffle 4	Traeger Grill	$700.00
Raffle 5	Curved Screen TV	$500.00
Raffle 6	YETI with drinks	$500.00
Raffle 7	Outdoor package	$250.00
Raffle 8	Lottery basket	$100.00
Raffle 9	BloodyMary Bask.	$150.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 3,760.00

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

Does the organization presently have a state gaming license? [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? [ ] No [x] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 500.00 - *This amount is part of the total prize limit of $12,000 per year.*

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

7

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

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 29,259,346	$ 29,240,711	$ (18,635)
Licenses & Permits	4,296,695	4,561,030	264,335
Fines & Traffic Tickets	1,883,440	1,724,933	(158,507)
Intergovernmental Revenue	20,874,200	20,641,673	(232,527)
Charges for Services	15,172,563	14,969,917	(202,646)
Interest	2,768,073	4,227,002	1,458,929
Miscellaneous Revenue	864,691	789,013	(75,678)
Transfers In	14,184,321	13,171,685	(1,012,636)
Total Revenues	**$ 89,303,329**	**$ 89,325,964**	**$ 22,635**
EXPENDITURES:			
City Administrator	$ 5,606,639	$ 5,628,213	$ (21,574)
Finance	6,694,005	6,504,720	189,285
Planning & Development	3,418,161	3,147,680	270,481
Transit	7,026,539	6,758,670	267,869
Public Works	14,303,799	14,029,483	274,316
Fire Department	11,684,664	11,409,701	274,963
Police	17,933,092	17,587,402	345,690
Health	9,864,615	9,885,059	(20,444)
Library	3,938,145	4,062,788	(124,643)
Commission	565,597	547,020	18,577
Civic Center	427,394	387,843	39,551
Social Services	360,798	348,809	11,989
Capital Outlay	913,432	874,240	39,192
Vehicle Replacement/IT	1,014,705	685,388	329,317
Contingency	132,750	3,766	128,984
Transfers Out	5,874,504	5,736,395	138,109
Total Expenditures	**$ 89,758,839**	**$ 87,597,177**	**$ 2,161,662**
Excess of Revenue Over (Under) Expenditures	**$ (455,510)**	**$ 1,728,787**	**$ 2,184,297**

(8)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-18-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2016
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, related to Change Order #1 in the amount of $22,500.00, bringing the total contract amount to $257,950.00. This Change Order is needed for additional sidewalk and approach reconstruction at various locations in the City right-of-ways.

Staff is recommending approval of Change Order #1.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 in the amount of $22,500.00 to Dirt Dynamics.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve Change Order #1 in the amount of $22,500.00 bringing the total contract amount to $257,950.00.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Brandon Beaudry, Project Inspector

Date: December 3, 2018

Re: Project No. SR-18-A1–Change Order #1 and #2

Project No. SR-18-A1 – Reconstruction of City Order Sidewalks - various locations throughout the City.

The attached Change Order #1, in the amount of $22,500.00, and Change Order #2, in the amount of $29,580.00, is due for additional sidewalk and approach reconstruction at various locations in city right-of-ways.

Original Contract:	$	235,450.00
Change Order #1	$	22,500.00
Change Order #2	$	29,580.00
Total Contract:	$	287,530.00

Special Assessments have funded all costs for this project.

Recommended Motion:

Approve Change Order's #1 and #2 to Dirt Dynamics for $22,500 and $29,580 respectively.

Attachment

C: Tom Knakmuhs
Kristy Schmidt

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SR-18-A1	**Change Order No**	1
Project Name	Reconstruction of City Order Sidewalks		
Date Entered	12/3/2018	**For**	Dirt Dynamics

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

EXPLANATION OF CHANGE: Excess 4" & 6" Sidewalk Reconstruction Cost and FBCO

Extra quantity regarding sidewalk and approaches for removal and replacement, requested by the homeowners. Located between 32nd Avenue N and Fairway Road N between Par Street N. and Elm Street N. This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section 1 Property Owner Cost	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2,830.00	0.00	2,830.00	183.00	3,013.00	60.00	10,980.00
	3	Rem & Repl Driveway 6" Thick Reinf Conc	SY	60.00	0.00	60.00	144.00	204.00	80.00	11,520.00
									Section 1 Property Owner Cost Sub Total ($)	22,500.00

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 1 ($)	22,500.00
Previous Change Orders ($)	0.00
Original Contract Amount ($)	235,450.00
Total Contract Amount ($)	257,950.00

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/07/2018		0.00	0.00	09/07/2018	

Description

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor	Scott Samarzia	Department Head	12/11/18
Title: General manger	Concrete	Mayor	
		Attest	

9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-18-A1 Type: Change Order #2

Location: Citywide Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2016
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, related to Change Order #2 in the amount of $29,580.00, bringing the total contract amount to $287,530.00. This change order is needed for additional sidewalk and approach reconstruction at various locations in the City right-of-ways.

Staff is recommending approval of Change Order #2.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 in the amount of $29,580.00 to Dirt Dynamics.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve Change Order #2 in the amount of $29,580.00 bringing the total contract amount to $287,530.00.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Brandon Beaudry, Project Inspector

Date: December 3, 2018

Re: Project No. SR-18-A1–Change Order #1 and #2

Project No. SR-18-A1 – Reconstruction of City Order Sidewalks - various locations throughout the City.

The attached Change Order #1, in the amount of $22,500.00, and Change Order #2, in the amount of $29,580.00, is due for additional sidewalk and approach reconstruction at various locations in city right-of-ways.

Original Contract:	$	235,450.00
Change Order #1	$	22,500.00
Change Order #2	$	29,580.00
Total Contract:	$	287,530.00

Special Assessments have funded all costs for this project.

Recommended Motion:

Approve Change Order's #1 and #2 to Dirt Dynamics for $22,500 and $29,580 respectively.

Attachment

C: Tom Knakmuhs
Kristy Schmidt

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SR-18-A1	**Change Order No**	2
Project Name	Reconstruction of City Order Sidewalks		
Date Entered	12/3/2018	**For**	Dirt Dynamics

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

EXPLANATION OF CHANGE: Excess 4" & 6" Sidewalk Reconstruction Cost

Additional sidewalks and approach reconstruction at various locations in city right of way

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section 2 City Cost	8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	385.00	0.00	385.00	493.00	878.00	60.00	29,580.00
								Section 2 City Cost Sub Total ($)		29,580.00

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 2 ($)	29,580.00
Previous Change Orders ($)	22,500.00
Original Contract Amount ($)	235,450.00
Total Contract Amount ($)	287,530.00

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/07/2018		0.00	0.00	09/07/2018	

Description

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED		APPROVED DATE	
For Contractor	Scott Samarzja	Department Head	12/11/18
Title: General Manager – Concrete		Mayor	
		Attest	

10

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TR-17-B1 Type: Change Order #3

Location: Citywide Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jacob Rick

The Committee reviewed the accompanying correspondence from Project Manager, Jacob Rick, for Change Order #3 in the amount of $7,106.00 for 209 additional fiber splices bringing the total contract amount to $375,570.00.

Staff is recommending approval of Change Order #3.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION
Approve Change Order #3 in the amount of $7,106.00 to Ernst Trenching, bringing the total contract amount to $375,570.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Traffic Engineering Funds & Sales Tax

	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	☑	☑	☐	
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

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jacob Rick, Project Manager

Date: December 5, 2018

Re: Project #TR-17-B1– Change Order # 3

Background:
Project #TR-17-B1 is aimed to improve the Citywide fiber optic communications network by filling in two gaps; a short gap on 13th Avenue South between 10th Street South and University Drive, and longer gap on 12th Avenue North from 35th Street North to 45th Street North and then to Public Safety building. This project will also include 60 fiber/Ethernet switches that will be used with the existing traffic controller cabinets to improve communications.

With this Change Order, the Project would be adding 209 additional fiber splices to the contract. This is needed due to the records of existing fiber connections and runs not being correct.

This work added an additional:

• 209 EA of Fiber Splices @ $34.00/EA	$7,106.00
Total	**$7,106.00**

There will be no change to the substantial and final completion dates with this Change Order.

Recommended Motion:
Approve Change Order # 3 in the amount of $7,106.00.

JJR/JMG
Attachment

C: Jeremy Gorden

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	TR-17-B1	**Change Order No**	3
Project Name	Fiber Optic Cable Installation & Incidentals		
Date Entered	12/5/2018	**For**	Ernst Trenching, Inc.

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

EXPLANATION OF CHANGE: Extra Fiber Splicing and Time

The extra splicing was needed because fiber records were incorrect, and this also led to extra overnight splicing, so extra time was required.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Traffic Signals	8	Fiber Optic Termination	EA	0.00	0.00	0.00	209.00	209.00	34.00	7,106.00
								Traffic Signals Sub Total ($)		7,106.00

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420, Traffic Engineering Funds - 101
Net Amount Change Order # 3 ($)	7,106.00
Previous Change Orders ($)	106,054.00
Original Contract Amount ($)	262,410.00
Total Contract Amount ($)	375,570.00

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/30/2018		0.00	0.00	08/30/2018	

Description

APPROVED **APPROVED DATE**

For Contractor Department Head

Ernst Trenching, Inc 12/11/18

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title PM

Mayor

Attest

11

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1 Type: Change Order #5

Location: Rosewood Addition Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #5 in the amount of $11,050.00 for CDF backfill of the levee.

Staff is recommending approval of Change Order #5 in the amount of $11,050.00, bringing the total contract amount to $3,643,447.99.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #5 to Industrial Builders, Inc.

RECOMMENDED MOTION
Approve Change Order #5 in the amount of $11,050.00 to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Roger E Kluck, PE, CFM Civil Engineer II, Storm Water

Cc: Jody Bertrand, Brenda Derrig

Date: 12/3/2018

Re: **Project No. FM-15-K1 Rosewood Area Flood Risk Management Project Change Order No. 5**

Background:

Project No. FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018.

The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. During construction of the gate well structure, it was found that the wall backfill detail was not completely clear as to the need to use impervious backfill within the footprint of the levee. In the case of this project, the lower portion of the cofferdam with brace is too small to permit use of clay and placement of heavy equipment. After discussion it was decided to use CDF fill from the base up to the first wall brace and then use clay the rest of the way because there will be room for equipment. The computation of the work costs and related correspondence are attached. The change order amount is $85.00 per CY for an estimated 130 CY or $11,050.00 and is being paid for with Sales Tax Funds-Flood Control-460.

The requested change order item has been reviewed and is reasonable.

Recommended Motion
To approve the requested Change Order No. 5 for $11,050.00.

REK/jmg

Industrial Builders, Inc.

General Contractors

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

December 3, 2018

KLJ
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242

Attn: Brady Haussler

Re: Rosewood Flood Risk Mgmt FM-15-K1 – Structure Backfill

Dear Mr. Haussler,

As a follow-up to the conversations and emails regarding the backfill requirements for the gate well structure, Industrial Builders, Inc. requests payment of $85.00/cy for the added costs to use CDF in lieu of the specified general fill.

For comparison purposes, the cost of CDF is $135/cy ($109.49/cy for material plus $25.51/cy for labor and equipment). The crushed concrete cost is $50.00/cy ($15.35/cy for material plus $34.65/cy for labor and equipment).

If any additional information is required, please call or email.

Sincerely,
INDUSTRIAL BUILDERS, INC.

Troy Erickson
Vice President of Engineering

Cc: IBI Job File 18203
Matt Pollert

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-K1	**Change Order No**	5
Project Name	Rosewood Area Flood Risk Management Project		
Date Entered	12/3/2018	**For**	Industrial Builders Inc

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

EXPLANATION OF CHANGE: CDF fill for Structure in lee

Gate well Backfill: In discussions with contractor and engineer it was found that the plans were not clear as to backfill of the Gate Well Structure in the levee. There is the bottom section of the gate well walls below the cofferdam lowest whaler that does not permit equipment to be used to fill with clay. The City feels the walls of the structure needs to be filled with impervious material to ultimately achieve COE/FEMA certification. This lower section will be filled with CDF to above the lowest whaler then the balance of the wall height will be filled with clay at no additional cost to the city.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Storm Sewer Lift Station	87	Fill - Import Special	CY	0.00	0.00	0.00	130.00	130.00	85.00	11,050.00
								Storm Sewer Lift Station Sub Total ($)		11,050.00

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460
Net Amount Change Order # 5 ($)	11,050.00
Previous Change Orders ($)	182,704.09
Original Contract Amount ($)	3,449,693.90
Total Contract Amount ($)	3,643,447.99

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/16/2019	10/01/2018	0.00	0.00	08/16/2019	10/01/2018

Description

APPROVED 12/3/2018

Vice President Engineering

APPROVED DATE

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title

Department Head

Mayor 12/11/18

Attest

REPORT OF ACTION 12

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-11 Type: Final Balancing Change Order #3

Location: Oakcreek, Copperfield Ct., Coulees Crossing Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #3 in the amount of $5,342.89, bringing the total contract amount to $1,227,130.89.

Staff is recommending approval of Final Balancing Change Order #3.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #3.

RECOMMENDED MOTION
Approve Final Balancing Change Order #3 in the amount of $5,342.89 to J.R. Ferche.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax (460) & NDSWC

	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	☑	☑	☐	
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

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT
225 4th Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

Memorandum

To: Members of PWPEC

From: Rob Hasey, Storm Sewer Utility Engineer

Date: December 10, 2018

Re: Final Balancing Change Order #3 – Project No. FM-14-11
Coulee's Crossing/Oakcreek Flood Risk Management Project

Background:

Attached is a final balancing change order in the amount of $5,342.89 for Project No. FM-14-11. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$ 997,349.50
Change Order #1	$ 212,938.50
Change Order #2	$ 11,500.00
FBCO #3:	$ 5,342.89
Total Contract:	$ 1,227,130.89

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of $5,342.89 to J.R. Ferche Inc.

RJH
Attachment

C: Tom Knakmuhs
Nathan Boerboom

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-14-11	**Change Order No**	3
Project Name	Coulee's Crossing/Oakcreek Flood Risk Management		
Date Entered	12/10/2018	**For**	J.R. FERCHE INC

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Storm Sewer	10	F&I Pipe 60" Dia Reinf Conc	LF	247.00	0.00	247.00	-16.00	231.00	230.00	-3,680.00
	11	F&I Pipe 15" Dia PVC	LF	862.00	208.00	1,070.00	-4.00	1,066.00	55.00	-220.00
	12	F&I Pipe 18" Dia PVC	LF	321.00	214.00	535.00	-6.00	529.00	60.00	-360.00
	15	F&I Rip Rap Rock	CY	890.00	0.00	890.00	27.00	917.00	110.00	2,970.00
	61	* Added steps in manhole	LS	0.00	0.00	0.00	1.00	1.00	2,015.95	2,015.95
									Storm Sewer Sub Total ($)	725.95
Paving	18	Remove Pavement All Thicknesses All Types	SY	201.00	0.00	201.00	-1.00	200.00	7.00	-7.00
	19	Subgrade Preparation	SY	211.00	0.00	211.00	-11.00	200.00	12.00	-132.00
	20	F&I Woven Geotextile	SY	211.00	0.00	211.00	-11.00	200.00	2.00	-22.00
	21	F&I Class 5 Agg - 12" Thick	SY	211.00	0.00	211.00	-11.00	200.00	25.00	-275.00
	24	F&I Pavement 9" Thick Doweled Conc	SY	201.00	0.00	201.00	-1.00	200.00	160.00	-160.00
	25	F&I Sidewalk 4" Thick Reinf Conc	SY	158.00	0.00	158.00	-1.00	157.00	75.00	-75.00
	27	Temp Construction Entrance	EA	3.00	0.00	3.00	-3.00	0.00	2,000.00	-6,000.00
	28	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	60	* Installed floating casting	LS	0.00	0.00	0.00	1.00	1.00	1,291.09	1,291.09
									Paving Sub Total ($)	-6,379.91
Miscellaneous	32	Temp Fence - Safety	LF	2,800.00	200.00	3,000.00	-150.00	2,850.00	5.00	-750.00
	34	Remove Tree	EA	82.00	15.00	97.00	-21.00	76.00	600.00	-12,600.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Miscellaneous	35	Silt Fence - Standard	LF	1,423.00	285.00	1,708.00	-467.00	1,241.00	2.00	-934.00
	36	Sediment Control Log 6" to 8" Dia	LF	480.00	42.00	522.00	-522.00	0.00	3.00	-1,566.00
	37	Inlet Protection - New Inlet	EA	10.00	2.00	12.00	-12.00	0.00	130.00	-1,560.00
	38	Inlet Protection - Existing Inlet	EA	9.00	0.00	9.00	-4.00	5.00	130.00	-520.00
	39	F&I Retaining Wall	SF	1,075.00	285.00	1,360.00	94.00	1,454.00	70.00	6,580.00
	40	F&I Decid Tree 1" Dia	EA	31.00	0.00	31.00	-2.00	29.00	200.00	-400.00
	42	Salvage Tree	EA	7.00	5.00	12.00	-5.00	7.00	350.00	-1,750.00
	43	F&I Conif Tree 4' High	EA	6.00	0.00	6.00	-1.00	5.00	250.00	-250.00
	63	* Modify retaining wall #3	LS	0.00	0.00	0.00	1.00	1.00	3,250.00	3,250.00
	64	* Additional vibration monitoring	LS	0.00	0.00	0.00	1.00	1.00	14,704.50	14,704.50
									Miscellaneous Sub Total ($)	4,204.50
Flood Mitigation	44	Topsoil - Strip	CY	4,190.00	100.00	4,290.00	760.00	5,050.00	3.50	2,660.00
	45	Topsoil - Spread	CY	3,405.00	475.00	3,880.00	544.00	4,424.00	6.50	3,536.00
	46	Topsoil - Import	CY	500.00	0.00	500.00	-420.00	80.00	20.00	-8,400.00
	47	Fill - Import	CY	500.00	2,540.00	3,040.00	250.00	3,290.00	20.00	5,000.00
	48	Embankment	CY	13,010.00	4,820.00	17,830.00	334.00	18,164.00	4.50	1,503.00
	49	Excavation	CY	13,160.00	1,630.00	14,790.00	57.00	14,847.00	7.50	427.50
	50	Subcut	CY	500.00	0.00	500.00	-500.00	0.00	6.00	-3,000.00
	51	Mulching Type 1 - Hydro	SY	63,700.00	6,900.00	70,600.00	-23,407.00	47,193.00	0.35	-8,192.45
	52	Seeding Type B	SY	63,700.00	6,900.00	70,600.00	-19,692.00	50,908.00	0.35	-6,892.20
	53	Weed Control Type B	SY	31,850.00	6,900.00	38,750.00	-26,050.00	12,700.00	0.10	-2,605.00
	54	Inspection Trench	CY	2,605.00	780.00	3,385.00	1,872.00	5,257.00	10.00	18,720.00
	62	* Straw mulching	LS	0.00	0.00	0.00	1.00	1.00	4,035.50	4,035.50
									Flood Mitigation Sub Total ($)	6,792.35
									Grand Total ($)	**5,342.89**

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 3 ($) 5,342.89

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Previous Change Orders ($)	224,438.50
Original Contract Amount ($)	997,349.50
Total Contract Amount ($)	1,227,130.89

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/15/2014		0.00	0.00	11/15/2014	

Description

APPROVED

For Contractor

Title VP

12-11-18

APPROVED DATE

Department Head 12/11/18

Mayor

Attest

MEMO

HoustonEngineering Inc.

6059-029 – Coulee's Crossing/Oakcreek Flood Risk Management Project

To: Rob Hasey – City of Fargo **From:** Randy Engelstad

Date: December 10, 2018 **Subject:** Change Order No. 3 – FM-14-11

This memo serves as our recommendation to process Change Order No. 3 for Project FM-14-11 Coulees's Crossing/Oakcreek Flood Risk Management Project. This Change Order addresses the additional seeding and mulching required to provide turf establishment to City standards as well as doing a final project closeout of the project. The quantities being adjusted in the change order is summarized below. The difference in parentheses is cost to be removed from the contract.

Item Number	Bid Item	Contract Quantity	Installed Quantity	Bid Price	Difference
10	F&I Pipe 60" Dia Reinf Conc	247	231	$230.00	$(3,680.00)
11	F&I Pipe 15" Dia PVC	1070	1066	$55.00	$(220.00)
12	F&I Pipe 18" Dia PVC	535	529	$60.00	$(360.00)
15	F&I Rip Rap Rock	890	917	$110.00	$2,970.00
18	Remove Pavement All Thicknesses All Types	201	200	$7.00	$(7.00)
19	Subgrade Preparation	211	200	$12.00	$(132.00)
20	F&I Woven Geotextile	211	200	$2.00	$(22.00)
21	F&I Class 5 Agg - 12" Thick	211	200	$25.00	$(275.00)
24	F&I Pavement 9" Thick Doweled Conc	201	200	$160.00	$(160.00)
25	F&I Sidewalk 4" Thick Reinf Conc	158	157	$75.00	$(75.00)
27	Temp Construction Entrance	3	0	$2,000	$(6,000.00)
28	Concrete Washout Area	1	0	$1,000	$(1,000.00)
32	Temp Fence - Safety	3,000	2,850	$5.00	$(750.00)
34	Remove Tree	97	76	$600.00	$(12,600.00)
35	Silt Fence - Standard	1,708	1,241	$2.00	$(934.00)
36	Sediment Control Log 6" to 8" Dia	522	0	$3.00	$(1,566.00)
37	Inlet Protection - New Inlet	12	0	$130.00	$(1,560.00)
38	Inlet Protection - Existing Inlet	9	5	$130.00	$(520.00)
39	F&I Retaining Wall	1,360	1,454	$70.00	$6,580.00
40	F&I Decid Tree 1" Dia	31	29	$200.00	$(400.00)

MEMO

HoustonEngineering Inc.

42	Salvage Tree	12	7	$350.00	$(1,750.00)
43	F&I Conif Tree 4' High	6	5	$250.00	$(250.00)
44	Topsoil - Strip	4,290	5,050	$3.50	$2,660.00
45	Topsoil - Spread	3,880	4,424	$6.50	$3,536.00
46	Topsoil - Import	500	80	$20.00	$(8,400.00)
47	Fill - Import	3,040	3,290	$20.00	$5,000.00
48	Embankment	17,830	18,164	$4.50	$1,503.00
49	Excavation	14,790	14,847	$7.50	$427.50
50	Subcut	500	0	$6.00	$(3,000.00)
51	Mulching Type 1 - Hydro	70,600	47,193	$0.35	$(8,192.45)
52	Seeding Type B	70,600	50,908	$0.35	$(6,892.20)
53	Weed Control Type B	38,750	12,700	$0.10	$(2,605.00)
54	Inspection Trench	3,385	5,257	$10.00	$18,720.00

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-17-A1 Type: Negative Final Balancing Change Order #2

Location: Belmont Park, Harwood Grove, Copperfield Court & Prairie Rose Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #2, in the amount of $-24,428.30 bringing the total contract amount to $374,814.20.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of $-24,428.30.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of $-24,428.30 to Master Construction, bringing the total contract amount to $374,814.20.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Flood Sales Tax (460)

	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	☑	☑	☐	
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

THE CITY OF Fargo FAR MORE

ENGINEERING DEPARTMENT
225 4th Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Date: December 10, 2018

Re: Final Balancing Change Order #2 – Project No. HD-17-A1
Demolition, Site Restoration & Incidentals

Background:

Attached is a negative final balancing change order in the amount of $ -24,428.30 for Project No. HD-17-A1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$	399,242.50
Change Order #1	$	0.00 (Time Extension)
FBCO #2	$	(24,428.30)
Total Contract:	$	374,814.20

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of $ -24,428.30 to Master Construction.

RJH
Attachment

C: Tom Knakmuhs
Jody Bertrand

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	HD-17-A1	**Change Order No**	2
Project Name	Demolition, Site Restoration & Incidentals		
Date Entered	12/7/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Paving	2	Remove Pavement All Thicknesses All Types	SY	4,072.00	0.00	4,072.00	2.00	4,074.00	8.00	16.00
	3	Rem & Repl Curb & Gutter	LF	204.00	0.00	204.00	146.00	350.00	35.00	5,110.00
	4	F&I Pavement 8" Thick Reinf Conc	SY	220.00	0.00	220.00	48.00	268.00	70.00	3,360.00
	5	F&I Sidewalk 4" Thick Reinf Conc	SY	160.00	0.00	160.00	-38.50	121.50	40.00	-1,540.00
	7	F&I Pavement Mix Wear Course Asph	TON	75.00	0.00	75.00	-32.34	42.66	120.00	-3,880.80
									Paving Sub Total ($)	3,065.20
Erosion & Sediment Control	10	Silt Fence - Heavy Duty	LF	275.00	0.00	275.00	-275.00	0.00	2.50	-687.50
									Erosion & Sediment Control Sub Total ($)	-687.50
Site Restoration	11	Topsoil - Import	CY	1,585.00	0.00	1,585.00	101.00	1,686.00	17.00	1,717.00
	12	Seeding Type B	SY	17,800.00	0.00	17,800.00	-1,905.00	15,895.00	0.30	-571.50
	13	Mulching Type 1 - Hydro	SY	17,800.00	0.00	17,800.00	-1,905.00	15,895.00	0.30	-571.50
									Site Restoration Sub Total ($)	574.00
Site #1A - #1462 & #1510 South River Road	19	Fill - Contractor Supply	CY	1,100.00	0.00	1,100.00	-390.00	710.00	10.00	-3,900.00
	23	Excavation	CY	500.00	0.00	500.00	-500.00	0.00	2.00	-1,000.00
									Site #1A - #1462 & #1510 South River Road Sub Total ($)	-4,900.00
Site #1B - #245 & #305 Lindenwood Drive South	29	Fill - Contractor Supply	CY	1,500.00	0.00	1,500.00	-459.00	1,041.00	10.00	-4,590.00
	33	Excavation	CY	500.00	0.00	500.00	-500.00	0.00	2.00	-1,000.00
									Site #1B - #245 & #305 Lindenwood Drive South Sub Total ($)	-5,590.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Site #2A - #801 Harwood Drive South	41	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	42	Fill - Contractor Supply	CY	600.00	0.00	600.00	-206.00	394.00	10.00	-2,060.00
	46	Excavation	CY	250.00	0.00	250.00	-250.00	0.00	2.00	-500.00
	48	Rem & Repl Casting - Self Leveling	EA	1.00	0.00	1.00	-1.00	0.00	700.00	-700.00
								Site #2A - #801 Harwood Drive South Sub Total ($)		-3,760.00
Site #2B - #618 Hackberry Drive South	51	Demolition	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	53	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	54	Fill - Contractor Supply	CY	800.00	0.00	800.00	-34.00	766.00	10.00	-340.00
	58	Excavation	CY	250.00	0.00	250.00	-250.00	0.00	2.00	-500.00
								Site #2B - #618 Hackberry Drive South Sub Total ($)		-2,340.00
Site #3A - #3732 & #3738 River Drive South	61	Demolition	EA	2.00	0.00	2.00	-1.00	1.00	500.00	-500.00
	63	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	64	Fill - Contractor Supply	CY	1,600.00	0.00	1,600.00	-305.00	1,295.00	10.00	-3,050.00
	68	Excavation	CY	500.00	0.00	500.00	-500.00	0.00	2.00	-1,000.00
								Site #3A - #3732 & #3738 River Drive South Sub Total ($)		-5,050.00
Site #3B - #3714 River Drive South	73	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	74	Fill - Contractor Supply	CY	1,300.00	0.00	1,300.00	253.00	1,553.00	10.00	2,530.00
	78	Excavation	CY	250.00	0.00	250.00	385.00	635.00	2.00	770.00
								Site #3B - #3714 River Drive South Sub Total ($)		2,800.00
Site #4 - #4117 15th Street South	81	Demolition	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	83	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	84	Fill - Contractor Supply	CY	1,100.00	0.00	1,100.00	-281.00	819.00	10.00	-2,810.00
	88	Excavation	CY	250.00	0.00	250.00	-250.00	0.00	2.00	-500.00
								Site #4 - #4117 15th Street South Sub Total ($)		-4,810.00
Site #5 - #4009 Copperfield Court South	93	Site Access Protection	LS	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	94	Fill - Contractor Supply	CY	700.00	0.00	700.00	-273.00	427.00	10.00	-2,730.00
	98	Excavation	CY	250.00	0.00	250.00	-250.00	0.00	2.00	-500.00
								Site #5 - #4009 Copperfield Court South Sub Total ($)		-3,730.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	-24,428.30
Previous Change Orders ($)	0.00
Original Contract Amount ($)	399,242.50
Total Contract Amount ($)	374,814.20

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/15/2017		0.00	0.00	09/15/2017	

Description

APPROVED _____ **APPROVED DATE** 12/11/18

For Contractor — Department Head

Title: SCOTT AHLF - MASTER CONSTRUCTION CO. — Mayor

PROJECT MANAGER — Attest

(14)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Revision to Overdimensional Vehicle Policy

Location: Citywide

Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding revisions to the Snow Permit Time Restrictions section of the Overdimensional Vehicle Policy.

Currently, snow removal equipment is not allowed to move between the hours of 7:15 am to 8: 15 am, 11:45 am to 1:00 pm, and 4:30 pm to 5:45 pm each day. There is concern that this does not allow them to get to their clients parking lots in a timely fashion. Companies are asking for the following changes:

1. Limit the time restrictions to weekdays only.
2. Request to change the time restrictions to 4:30 to 5:45pm only. This would remove our current restrictions prohibiting them from moving between 7:15am-8:15am, and 11:45am-1pm.

Staff is recommending changes to the policy as requested above.

On a motion by Ben Dow, seconded by Mark Williams, the Committee voted to recommend approval of the revisions to the Snow Removal Permit Conditions section of the Fargo Overdimensional Vehicle Policy to restrict the movements to 4:30 – 5:45 pm on weekdays only.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and revise the Snow Removal Permit Conditions of the Fargo Overdimensional Vehicle Policy as requested.

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	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, Transportation Division Engineer

Date: 12/6/2018

Re: Revision to Overdimensional Vehicle Policy – Snow Permit Time Restrictions

---

Two local contractors contacted the Engineering Department concerning the Department's Snow Removal Permit Conditions section in the Overdimensional Permit Policy. Currently snow removal equipment is not allowed to move between the hours of 7:15am to 8:15am, 11:45am to 1:00pm and 4:30pm to 5:45pm each day. Snow removal equipment can vary in widths from 10' up to more than 20' wide. Snow removal companies contract with local businesses to remove snow from the parking lots. They are concerned that our policy does not allow them to get to their clients parking lots in a timely fashion, and any liability that may come as a result of that.

The companies are asking for the following two changes:

1. Limit the time restrictions to weekdays only.
2. Request to change the time restrictions to 4:30 to 5:45pm only. This would remove our current restrictions prohibiting them from moving between 7:15am-8:15am, and 11:45am-1pm.

I support this request.

Recommended Motion:
Revise the Snow Removal Permit Conditions section of the Fargo Overdimensional Vehicle Policy to restrict the movements to 4:30-5:45pm on weekdays only.

JMG/jmg

CITY OF Fargo

OVERDIMENSIONAL VEHICLE POLICY

Phone 701-241-1545

Fax 701-241-8101

Email ODVpermits@cityoffargo.com

www.fargotruckroutes.com

2017 Revision 3-1417

Policy Effective: 1-1-2017

C. **Snow Removal Permit Conditions**

1. Any snow removal equipment that is over 10' in width will require a permit when moving, however they will not be required to have a pilot car. Any overdimensional snow removal equipment that is 16'-22' in overall width does not need to have an Official Police Escort or pilot car, provided that the equipment stays on multi-lane roads while traveling on City roads. The owner of the load will be able to use a single lane road to access the multi-lane road if the single lane road is the direct path from the owner's place of business to the multi-lane road. The snow removal equipment will also be able to use a single lane road if the road being traveled on is within 1000 feet of the multi-lane road and is the direct path to the area where snow removal is being performed.

2. If the snow removal equipment exceeds 15.99' in width and is traveling on a single lane road and doesn't meet the conditions set forth in the above C-1 condition then the snow removal permit will not be valid and the movement will be subject to approval by the City of Fargo and will need to obtain a single trip Overdimensional Permit, and will require either the removal of the wide bucket, (to be hauled separately on a trailer) or have an Official Police escort.

3. The equipment being moved shall not exceed a maximum speed limit of **25 MPH**.

4. All movements shall be in compliance with the City of Fargo Overdimensional Policy.

5. Permits shall not be valid between the hours of 7:15am to 8:15am, 11:45am to 1:00pm, and 4:30pm to 5:45pm.

6. 18" x 18" red or fluorescent orange flags shall be mounted near the extremities of the blade or snow pusher, OVERSIZED LOAD signs will not be required on snow removal equipment when roaded.

7. When moving equipment between sunset and sunrise and when inclement weather exists, or visibility is poor vehicles must be equipped with the society of automotive engineers-approved class 1 lights and reflectors, in addition to those required in the North Dakota Century Code Chapter 39-21 and Code of Federal Regulations, Title 49, Part 393.

    a. Clearance lights and clearance reflectors must be visible from the front, rear, and side, marking the outermost portion of the vehicle and load which extends beyond 8 feet 6 inches.
    b. One rotating or two flashing amber lights shall be mounted above the cab and visible from the front and rear for a distance not less than five hundred feet under clear atmospheric conditions at night. If lights on the cab are not visible to the rear, additional flashing amber lights are required at the rear.

8. Snow Removal Permits for any overweight equipment are valid November 1 until spring load restrictions are in effect.

9. Snow removal equipment must yield to oncoming traffic.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Pre-Disaster Mitigation Program Grant Application

Location: Red River Intake Pump House

Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed a communication from Project Manager, Roger Kluck, regarding re-submitting a grant application through the North Dakota Department of Emergency Services for FEMA Pre-Disaster Mitigation funds. The grant was originally applied for in November 2017 but was denied.

The proposed project would reconstruct the Red River Intake Pump House at the Water Treatment Plant to raise all pumps, controls, and electrical components above the base flood elevation flood wall height and install a flood wall to tie into the existing flood wall north of the pump station and tie to Phase III of the Belmont Flood protection project on the south. The project estimate is as follows:

Total project including contingencies and engineering	$5,810,750.00
Total PDM Grant Request 75%	$4,358,062.50
Total Local Share to be paid by Water Utility	$1,452,687.50

As part of the application process, we need the Mayor's signature on the letter accompanying the grant application and a second letter for the City agreeing to cover the local share of the project costs.

Staff is recommending re-submittal of the Pre-Disaster Mitigation Program Grant application.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the Pre-Disaster Mitigation Program Grant application.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Pre-Disaster Mitigation Program Grant application and authorize the Mayor to sign the required letters.

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	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Roger E Kluck, PE, CFM Civil Engineer II, Storm Water

Cc: Jody Bertrand, Brenda Derrig

Date: 12/6/2018

Re: Pre-Disaster Mitigation Program Grant Application for Red River Pump Station Flood Prevention and Flood Wall construction

Background:

The City of Fargo, thru its Engineer AE2S, is re-submitting a grant application thru the North Dakota Department of Emergency Services for FEMA Pre-Disaster Mitigation funds. The grant was originally applied for in November of 2017. The City's Engineer has worked with ND Emergency Services to refine our grant application since we were denied the grant submitted in 2017. The proposed project would reconstruct the Red River Intake Pump House at the Water Treatment Plant to raise all pumps, controls, and electrical components above the base flood elevation flood wall height and install a flood wall to tie into the existing flood wall north of the pump station and tie to Phase III of the Belmont Flood protection project on the south. This project and the Belmont flood control project will provide flood protection for the Red River Pump Station intake and the Water Treatment Plant. We have included a map exhibit from the grant application that describes the different phases of the Belmont levee and this proposed project.

The project estimate (attached) is as follows:

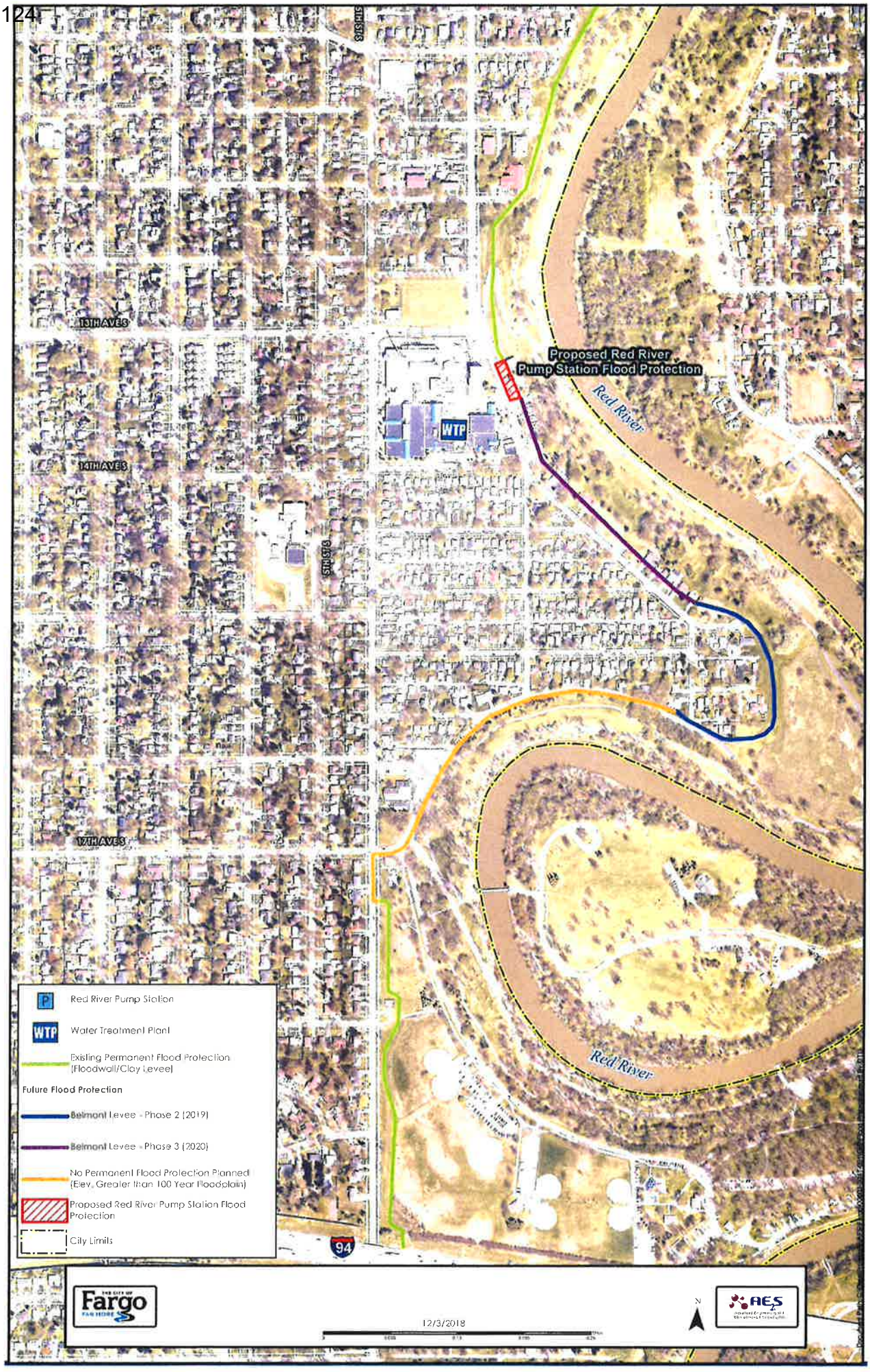
Total project including contingencies and engineering	$5,810,750.00
Total PDM Grant Request 75%	$4,358,062.50
Total Local Share to be paid by Water Utility	$1,452,687.50

As part of the Pre-Disaster Mitigation Program Grant Application process, we need the Mayor's signature on the letter accompanying the grant application and a second letter for the City agreeing to cover the local share of the project costs. Both letters are attached, as well as the letter sent November 6, 2017 with that grant application.

Recommended Motion:

To authorize the Mayor to sign the attached letters required as part of the grant submittal for Pre-Disaster Mitigation Program Grant funds.

REK/jmg
Attachments


Proposed Red River
Pump Station Flood Protection
Red River
WTP
13TH AVE S
14TH AVE S
17TH AVE S
5TH ST S
6TH ST S
Red River
94
Red River Pump Station
Water Treatment Plant
Existing Permanent Flood Protection
(Floodwall/Clay Levee)
Future Flood Protection
Belmont Levee - Phase 2 (2019)
Belmont Levee - Phase 3 (2020)
No Permanent Flood Protection Planned
(Elev. Greater than 100 Year Floodplain)
Proposed Red River Pump Station Flood
Protection
City Limits
THE CITY OF
Fargo
NORTH DAKOTA
12/3/2018
N
AE2S

Fargo WTP - Raw Water Pump Station Improvements
November 27, 2018

Red River Pump Station Expansion/Flood Protection

Div	Item Name	Cost Classification	Unity Quantity	Unit of Measure	Unit Cost	Item Totals	Subtotals
01	**General Conditions**						
	Mobilization	Construction and Project Improvements	1.00	Each	$105,000	$105,000	
	General Conditions and Contracts	Administrative Expense	436.00	Days	$275	$119,900	
	Subtotal						$224,900
02	**Existing Conditions (Demolition)**						
	Existing Roof, Piping, and Electrical Demolition	Demolition and Removal	275.00	Hours	$350	$96,250	
	Subtotal						$96,250
03	**Concrete**						
	Floodwall Through Structure	Construction and Project Improvements	235.00	Linear Foot	$3,350	$787,250	
	Removable Floodwall Across Driveway	Construction and Project Improvements	24.00	Linear Foot	$3,900	$93,600	
	New Addition Mat Slab	Construction and Project Improvements	36.00	Cubic Yard	$700	$25,200	
	New Addition Concrete Walls	Construction and Project Improvements	17.00	Cubic Yard	$900	$15,300	
	New Addition Elevated Slab (Electrical Room)	Construction and Project Improvements	32.00	Cubic Yard	$1,200	$38,400	
	Subtotal						$959,750
04	**Masonry**						
	Existing Structure CMU Wall Raise and Door Fill-In	Construction and Project Improvements	425.00	Square Foot	$30	$12,750	
	New Addition CMU Walls (with Brick Finish)	Construction and Project Improvements	1,565.00	Square Foot	$30	$46,950	
	New Addition CMU Walls (Electical Room)	Construction and Project Improvements	550.00	Square Foot	$30	$16,500	
	Miscellaneous Structure and Architectural		1.00	Each	$7,800	$7,800	
	Subtotal						$84,000
05	**Metals**						
	Roof Deck Panels and Trusses - Existing Structure	Construction and Project Improvements	4,300.00	Square Foot	$25	$107,500	
	Roof Deck Panels and Trusses - New Addition	Construction and Project Improvements	2,080.00	Square Foot	$30	$62,400	
	Roof Hatch (Pump Access)	Equipment	7.00	Each	$9,500	$66,500	
	Grating and Guardrailing	Construction and Project Improvements	2,715.00	Square Foot	$120	$325,800	
	Grating Support System	Construction and Project Improvements	4.20	Ton	$14,000	$58,800	
	Aluminum Stairs	Construction and Project Improvements	36.00	Foot	$525	$18,900	
	Miscellaneous Metal Fabrications	Construction and Project Improvements	1.00	Each	$15,000	$15,000	
	Subtotal						$654,900
07	**Thermal & Moisture Protection**						
	Thermal and Moisture Protection	Construction and Project Improvements	1.00	Each	$79,000	$79,000	
	Subtotal						$79,000
08	**Openings (Doors, Frames, Windows)**						
	Openings (Doors, Frames, Windows)	Construction and Project Improvements	1.00	Each	$79,000	$79,000	
	Subtotal						$79,000
09	**Finishes**						
	Doors, Frames, and Windows	Equipment	10.00	Each	$6,350	$63,500	
	Subtotal						$63,500
22	**Plumbing**						
	Plumbing	Construction and Project Improvements	1.00	Each	$12,500	$12,500	
	Subtotal						$12,500
23	**Heating, Ventilation, and Air Conditioning (HVAC)**						
	Heating, Ventilation, and Air Conditioning (HVAC)	Equipment	3,190.00	Square Foot	$25	$79,750	
	Subtotal						$79,750
26	**Electrical**						
	New Transformer Concrete Pads	Construction and Project Improvements	30.00	Cubic Yard	$700	$21,000	
	New Transformers, Valuts, and Switch Gear	Equipment	1.00	Each	$545,000	$545,000	
	Network Rack and Control Panel	Equipment	1.00	Each	$182,000	$182,000	
	75 Horsepower Pump Variable Frequency Drive (VFD)	Equipment	2.00	Each	$45,500	$91,000	
	125 Horsepower Pump Variable Frequency Drive (VFD)	Equipment	3.00	Each	$52,000	$156,000	
	150 Horsepower Pump Variable Frequency Drive (VFD)	Equipment	2.00	Each	$58,500	$117,000	
	Subtotal						$1,112,000
31	**Earthwork**						
	Building Excavation and Backfill	Construction and Project Improvements	75.00	Cubic Yard	$700	$52,500	
	Subtotal						$52,500
32	**Exterior Improvements (Retaining Walls, Paving, Seeding, etc.)**						
	Concrete Sidewalk (6-inch)	Construction and Project Improvements	50.00	Square Yard	$165	$8,250	
	Finished Grading, Restoration, and Misc. Site Work	Construction and Project Improvements	1.00	Each	$15,000	$15,000	
	Subtotal						$23,250
33	**Utilities (Exterior and Underground)**						
	42-inch Ductile Iron Site Piping and Fittings	Construction and Project Improvements	25.00	Linear Foot	$1,050	$26,250	
	Piping/Utility Relocates and 42-inch Tie-In	Construction and Project Improvements	4.00	Each	$12,000	$48,000	
	Subtotal						$74,250
40	**Process Interconnections (Interior Piping)**						
	Proces Pipining Fittings, Connections, and Supports	Construction and Project Improvements	44.00	Each	$5,100	$224,400	
	Analytical and Chemical Feed Equipment	Equipment	1.00	Each	$125,000	$125,000	
	Subtotal						$349,400
43	**Process Liquid Handling Equipment**						
	Raw Water Veertical Turbine Pump (10 MGD)	Equipment	2.00	Each	$253,500	$507,000	
	Existing Pump Extensions, Base Modifications, and Refurbishing	Equipment	5.00	Each	$20,000	$100,000	
	New Pump Base	Construction and Project Improvements	2.00	Each	$3,500	$7,000	
	Subtotal						$614,000
48	**Electric Power Generation**						
	NONE						
	Subtotal						$0
Opinion or Probable Construction Cost							**$4,558,950**
	Geotechnical Services	Other Architectural Engineering Basic Fees	1.00	Each	$30,000	$30,000	
	Project Management	Administrative Expense	436.00	Days	$550	$239,800	
	Engineering	Architectural Engineering Basic Fees	1.00	Each	$706,000	$706,000	
	Contingency (5%)	Contingencies	1.00	Each	$276,000	$276,000	
Opinion of Probable Project Cost							**$5,810,750**

THE CITY OF Fargo FAR MORE

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

November 6, 2017

Mr. Cody Schulz
North Dakota Department of Emergency Services
PO Box 5511
Bismarck, ND 58504

RE: Red River Pump Station Local Match Letter

Dear Mr. Schulz:

As part of the Pre-Disaster Mitigation (PDM) Program, a local funding match is required. This letter serves as the City of Fargo's commitment to meet the local matching fund requirements for the Red River Pump Station project.

The proposed project is included in the City's Capital Improvement Plan (CIP) and a portion of the anticipated project cost is included in the approved 2018 budget. Should the City be successful in obtaining funding through the PDM Program, the local matching fund requirement will be twenty-five percent (25%). The funds will be provided as cash and/or in-kind contributions and paid upon receipt of all bills.

Further, all matching requirements set forth in 2 CFR Part 200.306 will be followed.

Sincerely,

Timothy J. Mahoney
Mayor

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

December 17, 2018

Mr. Todd Joersz
North Dakota Department of Emergency Services
State Hazard Mitigation Officer
PO Box 5511
Bismarck, ND 58504

Re: Belmont Levee and Red River Pump Station Flood Protection Projects

Dear Mr. Joersz:

The City of Fargo has conducted multiple in-town flood protection projects over the past decade generally consisting of floodwall and clay levee construction. One area where permanent flood protection has yet to be implemented is a corridor near the City's Water Treatment Plant and Red River Pump Station from approximately 13th Avenue South to 16th Avenue South. In order to provide permanent flood protection in this corridor and protect critical infrastructure associated with the Red River Pump Station and Water Treatment Plant, the City of Fargo intends to construct two key projects: (1) the Belmont Levee Project and (2) the Red River Pump Station Flood Protection Project. This letter provides an overview of these two planned flood protection projects and serves as the City of Fargo's commitment to complete the projects.

Belmont Levee Project

The Belmont Levee Project is a three-phase project that consists of both floodwall and clay levee construction from 13th Avenue South to 16th Avenue South along the Red River. Descriptions of each phase and proposed construction dates are provided below:

- Phase 1 was completed in 2018 and consists of a storm water lift station near 17th Avenue South and 5th Street South. The storm water lift station ensures proper drainage during flood conditions.
- Phase 2 consists of clay levee construction from approximately the intersection of 3rd Street South and Lindenwood Drive to the south edge of 1514 South River Road. Construction of Phase 2 is anticipated to begin in early summer of 2019 and be completed by the fall of 2019.
- Phase 3 consists of clay levee construction that connects into the north end of the Phase 2 levee and extends north to the south edge of the Red River Pump Station, at which location the levee will transition to floodwall and connect into the floodwall to be provided under the Red River Pump Station Flood Protection Project. Construction of Phase 3 is anticipated to begin in early summer of 2020 and be completed by the fall of 2020.

All clay levee will be constructed to a minimum elevation equal to Fargo Gage River Stage 44.0 (NAVD88 = 906.88 feet), while floodwall will be constructed to a minimum elevation equal to Fargo Gage River Stage 45.0 (NAVD88 = 907.88 feet). This provides adequate protection against a 500-year flood.

Property Acquisition

The Belmont Levee Project has resulted in the need for the City of Fargo to acquire multiple residential properties through both voluntary buy-outs and, if necessary, involuntary buy-out processes in accordance with State law. There are four remaining residential properties that will need to be acquired to complete construction of Phase 3 of the Belmont Levee Project. The City of Fargo is currently in the process of completing appraisals and negotiating buy-out options with the remaining property owners with the goal of acquiring the four remaining properties in 2019.

Funding

The City of Fargo dedicates a portion of local sales tax (locally called the Fargo Flood Sales Tax) to flood mitigation projects. Funding for the Belmont Levee Project will be provided using the Fargo Flood Sales Tax.

Red River Pump Station Flood Protection Project

The Red River Pump Station is a critical component of the City of Fargo's potable water system, serving as the primary raw water supply source to the Fargo Water Treatment Plant. The Fargo Water Treatment Plant provides potable water service to the entire population of both the City of Fargo and the City of West Fargo, as well as a portion of rural users in the Cass Rural Water service area (approximately 158,000 people in total today). The Red River Pump Station Flood Protection project would include construction of a floodwall that will connect into existing floodwall to the north of the pump station and extend south until it connects into the Phase 3 Belmont Levee floodwall. The design top of floodwall elevation will be equal to the Phase 3 Belmont Levee top of floodwall elevation, which provides for adequate protection against a 500-year flood including a minimum two feet of freeboard. Critical equipment associated with the operation of the Red River Pump Station would be relocated to either the protected side of the floodwall or raised to the top of floodwall elevation, allowing for protection and continued operation of the facility during a 500-year flood. The Red River Pump Station Flood Protection Project is anticipated to be completed in 2020.

Property Acquisition

No property acquisition is required in order to complete the Red River Pump Station Flood Protection Project.

Funding

The City of Fargo intends to pursue grant funding for a portion of the costs associated with the Red River Pump Station Flood Protection Project under the FEMA Pre-Disaster Mitigation Funding Program. The remaining balance will be funded locally with cash and/or in-kind contributions.

The Belmont Levee Project and the Red River Pump Station Flood Protection Project are functionally dependent on one another and the City of Fargo fully intends to complete both projects to provide the necessary flood projection in this area. Once completed, these projects will provide a continuous line of protection from approximately Main Avenue to the intersection of 3rd Street and Lindenwood protecting residents and businesses alike. These projects are also critically important to protect key Water Treatment infrastructure and guarantee uninterrupted water service to approximately 158,000 people during flood events.

Sincerely,

Timothy J. Mahoney
Mayor

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

December 17, 2018

Mr. Justin Messner
North Dakota Department of Emergency Services
PO Box 5511
Bismarck, ND 58504

RE: Red River Pump Station Local Match Letter

Dear Mr. Messner:

As part of the Pre-Disaster Mitigation (PDM) Program, a local funding match is required. This letter serves as the City of Fargo's commitment to meet the local matching fund requirements for the Red River Pump Station project.

The proposed project is included in the City's Capital Improvements Plan (CIP) and a portion of the anticipated project cost is included in the approved 2019 budget. Should the City be successful in obtaining funding through the PDM Program, the local matching fund requirement will be twenty-five percent (25%), which will be provided as cash and/or in-kind contributions and paid upon receipt of all bills.

Further, all matching requirements set forth in 2 CFR Part 200.306 will be followed.

Sincerely,

Timothy J. Mahoney
Mayor

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Dillard Developer and Road Use Agreement

Location: Roberts St, 2 – 4 Ave N (east side) Date of Hearing: 11/26/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Developer and Road Use Agreement for the Dillard.

This is for an extended use of right-of-way on Roberts Street between 2nd and 4th Ave N (east side/midblock). There was additional discussion regarding notification requirements and maintaining a protected walkway.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Developer and Road Use Agreement with Kilbourne Group.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Developer and Road Use Agreement for the Dillard 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:

B. E. D.

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Kristy Schmidt, CE II

Date: November 21, 2018

Re: Dillard 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 Dillard. This project has an expected completion of July 1, 2019.

This is an extended use of right-of-way on Roberts Street between 2nd and 4th Avenue North (east side/midblock).

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 Dillard with the Kilbourne Group.

KLS/klo
Attachment

C: Mike Zimney, Kilbourne Group

Right of Way Use Agreement

This Agreement, made and entered into between DFI Dillard, L.L.C., 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 SEVEN AND EIGHT, IN BLOCK THREE, OF ROBERTS' ADDITION, TO THE CITY OF FARGO, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA, EXCEPT THAT PART OF SAID LOT EIGHT, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT EIGHT; THENCE NORTH 09'42'09" EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT EIGHT FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87'03'22" EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT EIGHT; THENCE SOUTH 03°02'23" EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT EIGHT; THENCE SOUTH 87"08'32" WEST ALONG THE SOUTH LINE OF SAID LOT EIGHT FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

   AND

LOTS TWENTY-FIVE THROUGH TWENTY-SEVEN, OF S.G. ROBERT ADDITION TO THE CITY OF FARGO, SITUATE IN THE COUNTY OF CASS AND THE STATE OF NORTH DAKOTA

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 as stated herein, 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 allowed to close the pedestrian travel path as shown on Exhibit A but will establish a minimum 5' protected pedestrian travel path during non-construction hours (Monday thru Friday, 7:00 AM to 5:00 PM) until April 15, 2019.

   Following the April 15, 2019 the Developer shall be allowed to modify the pedestrian travel path by establishing a 5' minimum' protected pedestrian travel path, to City Engineer satisfaction.

4. Modification of Roberts Street shall be permitted in that Developer shall be allowed to utilize the parking lane on the east side of Roberts Street adjacent to the Development Property. Modifications shall require at least 5 days' notice and approval. 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. 14' driving lanes must be maintained at all times.

5. 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 providers, and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.

6. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard use until July 1, 2019. 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.

7. 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.

8. 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.

9. 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.

10. Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the street lights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Developer 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.

11. 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.

12. 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.

13. 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.

14. 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.

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

As to the Developer: As to the City:

Kilbourne Group
Mike Zimney
210 Broadway – Suite 300
701.237.2279
zimney@kilbournegroup.com

City Engineer
feng@fargond.gov

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

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

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

25. The City and Developer wish to work together to provide an acceptable finished product. Developer shall provide a deposit in the amount of $3,000 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 $1,000, Developer shall replenish the deposit to $3,000. 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)

DFI Dillard, LLC, a North Dakota Limited Liability Company

Dated: 12·12·18

STATE OF ND)
) ss.
COUNTY OF CASS)

On this 12 day of Dec., 2018, before me, a notary public in and for said county and state, personally appeared Mike Kilmer, President of DFI Dillard, 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)

Notary Public
Cass County, ND
My Commission expires: 11.15.19

City of Fargo, a North Dakota municipal corporation

Dated: _____

_____
Timothy J Mahoney M.D., Mayor

ATTEST

_____
Steve Sprague, City Auditor

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

On this ____ day of _____, 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, 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.

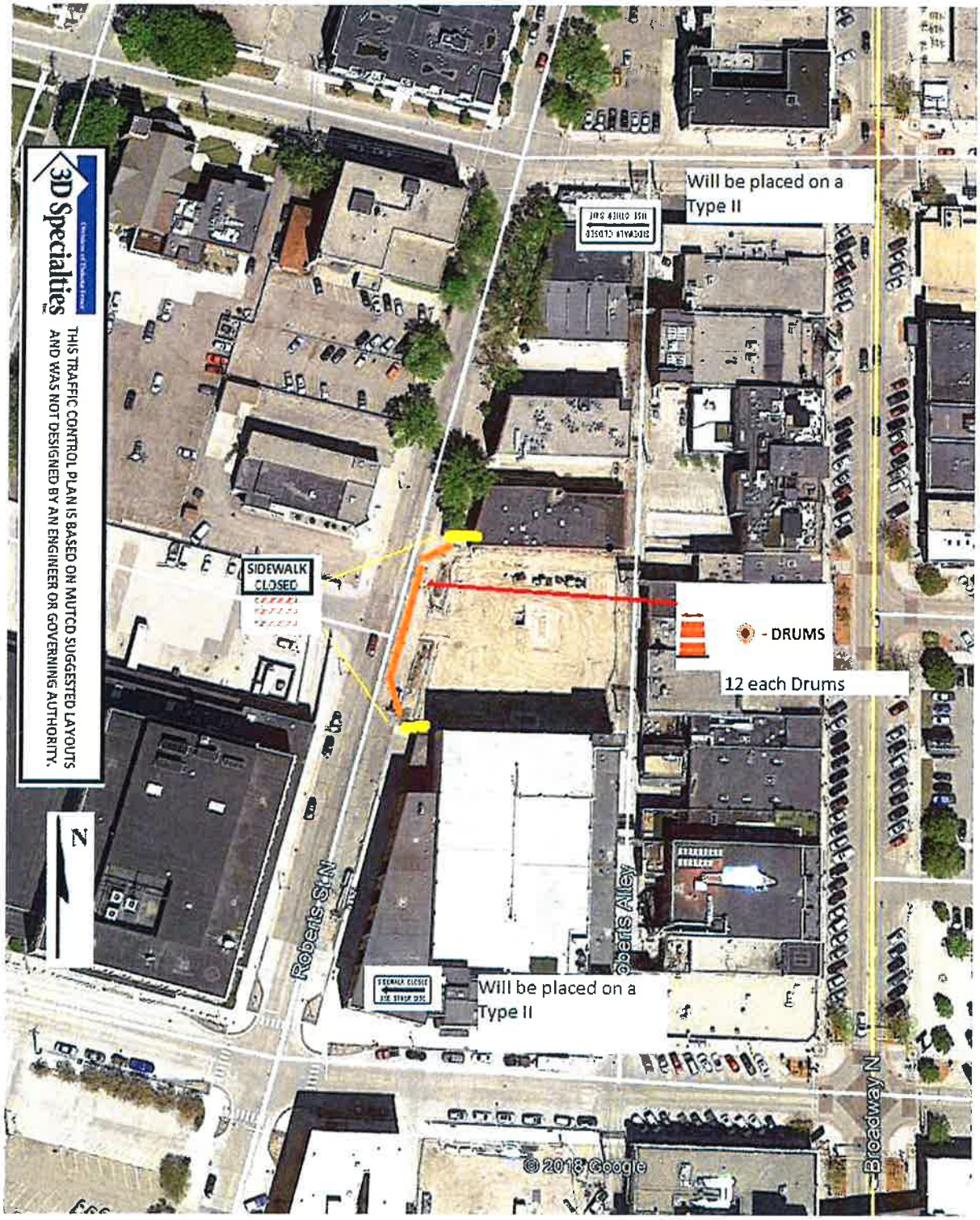
_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

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

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

EXHIBIT A


3D Specialties
THIS TRAFFIC CONTROL PLAN IS BASED ON MUTCD SUGGESTED LAYOUTS AND WAS NOT DESIGNED BY AN ENGINEER OR GOVERNING AUTHORITY.
N
SIDEWALK CLOSED
Will be placed on a Type II
- DRUMS
12 each Drums
Will be placed on a Type II
Roberts St N
Roberts Alley
Broadway N
© 2018 Google

17

FARGODOME

December 11, 2018

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of Robert Gibb & Sons as the contractor to perform repairs on the cooling tower at FARGODOME.

Through an RFP process, three (3) proposals were submitted by vendors. The results for the base work are as follows:

Firm	Amount
Robert Gibb & Sons	$ 56.647.00
Grant's Mechanical	$ 63,715.00
Peterson Mechanical, Inc	$ 64,000.00

Upon review of all submissions by FARGODOME, it was determined that all vendors met the specifications required and price was within the expected parameters.

At their meeting on Monday, December 10, 2018, the Fargo Dome Authority voted to award this project to Robert Gibb & Sons. Funding for this project is budgeted within the 2018 FARGODOME Capital Expenditure Budget previously approved by both the Fargo Dome Authority and the Fargo City Commission.

Requested Motion: To approve the selection of Robert Gibb & Sons to perform the specified repair work on the cooling tower located at FARGODOME for the amount of $56,647 as accepted by the Fargo Dome Authority, at their meeting on December 10, 2018.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

FD 1807 Scope of work for cooling tower repairs:

- Repair 3 piping supports, bases sinking into tower top from weight of piping
- Complete rebuild of all flow control valves serving cooling tower-including all parts
- New gaskets for flow control valves
- Repaint flow control bodies
- Replace all expansion joints on cooling tower
- Replace 3-8" Milwaukee butterfly valves with gear driven actuators
- Replace Victaulic couplings for valves
- Replace drain plugs in cooling tower sump
- Flood and seal any obvious major sump leaks.
- Final cleaning of entire tower and inside pit
- Make adjustable sump gate between cells to reach water level.
- Replace two 12 inch ts in steam room
- Replace two steel pipe between 12 inch ts with PVC Owner has some PVC you may use.
- Replace all 12 inch Vic gaskets and clamps from top of check valve up on pumps 1 and 3. Total of 12.
- Install any wells or fittings needed to reassemble reuse old probes and sensors.
- Support all pipes as needed.

Add line Item for flange repair if necessary **Will be determined when doing work**
Give a labor rate and mark-up rate

Alternate bid to replace all gear boxes.
Let us know if there is a discount to do it at the same time as other work.

Robert Gibb
PLUMBING HEATING COOLING ELECTRICAL
A Stone Inc. est. 1915

2011 Great Northern Dr.
Fargo, ND 58103
Phone: (701) 282-4400
Fax: (701) 281-7060
www.robertgibb.com

PROPOSAL SUBMITTED TO	PHONE	DATE
Fargodome	701-219-0189	11/8/2018
STREET	JOB NAME	
1800 N University Dr.	Cooling Tower Repairs	
CITY, STATE, AND ZIP CODE	JOB LOCATION	
Fargo, ND 58102	Fargodome	
Attention:	EMAIL	JOB PHONE
Don Berland	dberland@fargodome.com	

We hereby submit specifications and estimates for:

Mechanical per FD 1807 Scope of work attached-

Your Price $56,647

Alt $98,675

Combined $153,550

Extra work-

Labor Rate- $88 per hour
Material Mark up- 15%

Due to high loss on grooving Schedule 80 PVC if supplied pipe isnt enough and additional $500 will be added to job.
Work to be completed before temps return to above 50 degree average highs.

Payment to be made as follows:
1/2 Down and remainder upon substantial completion of project.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. **100% Satisfaction Guaranteed.**

Authorized Signature

Michael Wollenberg

Mike Wollenberg
Plumbing Sales/Project Manager

Acceptance of Proposal --

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of acceptance: _____

Quote is good for 30 days

Grant's MECHANICAL

Shipping Address: 3239 South 15th Street, Fargo, ND 58104
Mailing Address: PO Box 7128, Fargo, ND 58109
Telephone: (701) 232-8891
Fax: (701) 237-4711

MEMORANDUM

TO:	**Don Berland**	**DATE:**	**March 2, 2018**
COMPANY:	**Fargo Dome**	**FROM:**	**Clark Erickson**
RE:	**Cooling tower repairs**	**TOTAL # OF PAGES:**	**1**

COMMENTS:

This Proposal is as follows:

- Repair 3 piping supports, bases sinking into tower top from weight of piping
- Complete rebuild of all flow control valves serving cooling tower- all parts
- New gaskets for flow control valves
- Repaint flow control bodies
- Replace all expansion joints on cooling tower
- Replace 3-8" Milwaukee butterfly valves with gear driven actuators
- Replace Victaulic couplings for valves
- Replace drain plugs in cooling tower sump
- Flood and seal any obvious major sump leaks
- Final cleaning of entire tower and inside pit including de-scaling of tower
- Make adjustable sump gates between cooling tower cells to reach water level (5)
- Replace 2-12" Victaulic Tees in steam room
- Replace 2-12" sections of piping between Victaulic Tees with OP pipe (cut grooved not rolled is the proper method)
- Replace 12-12" Victaulic couplings on top of check valves up on pumps #1&#3
- Install necessary wells and or fittings needed to reassemble reusing old probes and sensors
- Support all replaced piping properly

Total Cost $ 63,715

Any additional piping or flange repairs if necessary $75.00 per man hr. plus material with sales tax and 25% mark up.

Alternate bid for replacing gear boxes on tower: $99,929

Thank you
Clark Erickson
701-219-6068

PETERSON MECHANICAL, INC.

P.O. Box 302 • 3001 1st Avenue North • Phone 293-7206 • FAX 293-8683
Fargo, North Dakota 58107

November 9, 2018

Fargo Dome
1800 N. University Dr.
Fargo, ND 58102

Attn: Don Berland

FD 1807 Scope of work for cooling tower repairs:

Peterson Mechanical will provide labor and materials for the following items:

- Repair 3 piping supports, bases sinking into tower top from weight of piping
- Complete rebuild of all flow control valves serving cooling tower-including all parts
- New gaskets for flow control valves
- Repaint flow control bodies
- Replace all expansion joints on cooling tower
- Replace 3-8" Milwaukee butterfly valves with gear driven actuators
- Replace Victaulic couplings for valves
- Replace drain plugs in cooling tower sump
- Flood and seal any obvious major sump leaks.
- Final cleaning of entire tower and inside pit
- Make adjustable sump gate between cells to reach water level.
- Replace two 12 inch tees in steam room
- Replace two steel pipe between 12 inch tees with PVC
- Replace all 12 inch Vic gaskets and clamps from top of check valve up on pumps 1 and 3. Total of 12.
- Install any wells or fittings needed to reassemble reuse old probes and sensors.
- Support all pipes as needed.

All the above for the sum of $64,000.00

$350.00 each additional 12" SCH 80 PVC flange repair if necessary

Hourly labor rate **$85.00/hour** and **10% OH and 10% profit** mark-up on contractor supplied materials

Alternate **$94,000.00** to replace 6 gear boxes.

If you have any questions please let me know.

Michael D. Peterson

CITY OF Fargo

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KAC

RE: PURCHASING POLICY REVISION

DATE: DECEMBER 12, 2018

The Finance Committee periodically reviews existing financial policies and recommends updates as needed to keep current with changing regulations.

Recently, Federal purchasing guidelines were updated to allow more flexibility with small purchases as well as other authorization levels for expenditure of public funds. The City of Fargo receives a variety of Federal funding, and therefore it is most efficient to follow Federal purchasing standards in our policy adoption.

The Finance Committee reviewed and approved changes to our existing purchasing policy to adopt some of the Federal purchasing standards. This policy has also been reviewed by our independent auditing firm for compliance with Federal regulations.

The updated purchasing policy is attached for your review and consideration.

Suggested Motion:

Approve purchasing policy revisions effective January 1, 2019 as recommended by the Finance Committee.

Printed on Recycled paper.

City of Fargo
Purchasing Policy

Adopted: January 1, 2017

Revised~~Updated~~: 2018

Overview

The purpose of the City's purchasing policy is to provide the operational guidance and the legal framework for Department Heads, Division Heads and all City employees that are involved in purchasing decisions and to vendors that supply good and services to the City. This policy has been created to assure consistent application of purchasing methodology within all Departments and Divisions and component units of the City of Fargo. The City of Fargo has a fiduciary responsibility to be good stewards of taxpayer resources, conduct its business operations in a manner that is open to competition, provide good value for resources expended, avoid conflicts of interest, and create a spirit of trust and integrity with our constituents.

Entities Covered By This Policy

All City of Fargo Departments are covered by this policy, except the Municipal Airport Authority. In regards to the FARGODOME AUTHORITY, where Finance Committee approval is needed in this policy, the FARGODOME'S Finance Committee has the same approval authority as the City of Fargo's Finance Committee.

Chain of Command and Operating Structure

"Board of City Commissioners" is the elected body which governs the operations of the City under a Home Rule Charter form of government. The Board of City Commissioners is comprised of a Mayor, Deputy Mayor, and three Commissioners. All members of the Board of City Commissioners are assigned as liaisons to Boards, Committees and Departments of the City.

"City Administrator" represents the staff to oversee all Departments of the City and to act as the liaison between Departments and the Board of City Commissioners.

"Assistant City Administrator" represents the staff appointed to assist the City Administrator in various management functions and interactions with Departments and the Board of City Commissioners.

"Department Heads" represents staff appointed to the highest level of decision making authority responsible for overseeing the operations of several Divisions.

"Division Heads" represents staff appointed to a single operational Division within a designated Department.

Responsibility Assigned to Department Heads

The City of Fargo operates under a decentralized purchasing system. This structure gives Department Heads the overall responsibility to carry out the duties and responsibilities of the respective services provided to our citizens. Department and Division Heads are assigned direct responsibility for compliance with the purchasing procedures established by the Board of City Commissioners.

Legal Requirements / References

Department and Divisional staff are required to comply with the provisions of all Federal, State and local procurement requirements including, but not limited to the following regulations:

Office of Management and Budget (OMB) Uniform Guidance 2 CFR 200
North Dakota Century Code (NDCC) 48-01.2
City Ordinance Article 3-01 Purchasing Procedure

Conflict of Interest (Standards of Conduct)

City of Fargo Employment Policy No. 300-005 (Conduct/Ethics) and Policy No. 300-009 (Federal Grant Ethics Policy state the City of Fargo's policy for "Conflict of Interest". Please see the City of Fargo Human Resources Policy Manual for the detailed policy. All employees and elected officials are required to comply with these policies.

Definitions

The following definitions are provided is support of the purchasing policy:

"public notice" is the formal means of making the general public aware of an opportunity to provide goods and services to the City of Fargo. Public notice related to purchasing shall be by publication in the City's designated official newspaper for at least two consecutive weeks for general procurements.

Public notice is generally required for goods and services purchases (general procurements) in excess of $50,000.

Construction contracts and large equipment purchases shall be published in accordance with NDCC which may require up to three consecutive weeks of public notice. Public notice is generally required for larger procurements and all public improvement projects in excess of $150,000.

"specifications" shall include all documents that describe the goods and services requested as part of a formal procurement action.

"competitive purchase" shall mean a purchase made whereby fair and equal opportunity to all persons qualified to sell to the City ~~multiple vendors~~ have been provided an opportunity to supply the goods and services as requested by the City.

"formal process" shall mean the overall process of development of a scope of services or project specifications related public notice and authorizations in support of proposed procurements.

"informal process" shall mean the overall process of selecting a vendor within this policy that is not required to be considered the formal process described above. Informal process does not require public notice.

"emergency purchase" shall mean purchases that cannot be made within the required time that involve public health or public safety, or where immediate expenditures are necessary for repairs of City property to protect it against further loss or damage, or to prevent or minimize serious disruption in City services.

"procurement documentation/records" shall mean all records related to any procurement that support compliance with the City's purchasing policy. The City must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

"procurement record management" shall mean the process by which Department and Division Heads retain records in support of purchasing decisions. Procurement records shall be maintained by the Departments responsible for administration of the related purchases or contracts. Procurement records relating to capital projects funded by special assessments shall be maintained in the Office of the City Auditor.

"financial reporting systems" shall mean accounting software, databases, electronic archives, or any other form of financial recordkeeping that supports Citywide budget and financial reporting.

"financial budget expenditure account" shall mean the cost codes related to budget tracking which provides the basis for our financial reporting systems.

"sole source procurement" shall mean any procurement directed to a single vendor without going through a competitive procurement process. All sole source procurement recommendations greater than $10,000 shall be approved by the Finance Committee. Any sole source procurement greater than $50,000 must also be approved by ~~and~~ the Board of City Commissioners prior to a vendor award using this method.

"reasonable price" shall mean the process to determine if price is reasonable. Typically, two or three of the ways listed shall be used: The vendor's published price list and documented discount; prior invoices from this vendor to other consumers; invoices or cost sheet from prior contracts; comparisons to other vendors' prices for similar products/services; comparison to similar purchases by other cities; price or cost analysis, or historical cost or price comparison.

"request for proposals / qualifications" shall mean a formal written document that includes a detailed scope of work, vendor qualifications, a timeline for the award of a contract, the evaluation criteria. Proposals will be evaluated based upon the written responses to requests for proposal documents and may include interview, however, interview are not a required part of this process. Final procurement decisions are based upon various vendor selection criteria and are not considered a "bid". The City selects the vendor of their choosing based upon evaluation criteria that are part of the procurement records.

"request for bids" shall mean a procurement with price being the sole decision criteria. However, any or all bids may be rejected if there is a sound documented reason.

"piggyback procurement" shall mean any action whereby the City purchases directly off of a competitively procured contract executed by Federal, State or Local governmental officials. If this procurement method is utilized a copy of the piggyback contract shall be included as part of the procurement management documentation. Written evidence of the existing ~~of a~~ contract shall be obtained. Verbal affirmation that a contract exists during the sales solicitation process is not considered an adequate level of documentation.

"request for information" shall mean an inquiry to vendors to help formulate a plan for procurements.

Purchasing Policy Summary Matrix for Goods and Services:

Purchasing Thresholds			
Procurement Type	**Approval Requirement***	**Competition Requirements**	**Documentation Requirements**
Level 1 **"Micro" Purchase** Between $0 - $10,000	Division or Department Head	Obtain at least one fair and reasonable quote. Transaction must be appropriate to grant or account. Tax-exempt	Documentation not required
Level 2 **Large Purchase** Between $10,001 - $25,000	Division Head (with Department head concurrence)	Solicit information quotes/bids or proposal from at least three vendors. May send to additional vendors. Informal process. Transaction must be appropriate to grant or account. Tax-exempt	Purchasing quote form
Level 3 **Large Purchase** Between $25,001 - $50,000	Department Head	Solicit information quotes/bids or proposal from at least three vendors. May send to additional vendors. Informal process. Transaction must be appropriate to grant or account. Tax-exempt	Purchasing quote form
Level 4 **Formal Purchase** Over $50,000	Department Head Director of Finance (requires City Commission approval)	Must be purchased using formal advertised process which includes advertised bids, request for proposal (RFP), request for qualifications, or request for vendor. Transaction must be appropriate to grant or account. Tax-exempt	Documentation of approval at a City Commission meeting
Sole Source or Piggyback Between $10,001 - $50,000	Finance Committee Approval	Department must justify rational for sole source or piggyback method.	Sole source procurement form Documentation of approval at a Finance Committee meeting
Sole Source or Piggyback Over $50,000	Finance Committee Approval City Commission Approval	Department must justify rational for sole source or piggyback method.	Sole source procurement form Documentation of approval at a Finance Committee meeting Documentation of approval at a City Commission meeting
Emergency Purchases Up to a maximum of $150,000	Department Head with written notification given to the City Administrator	Department head must determine if the procurement is an emergency purchase.	Purchasing quote form (emergency purchase section)

Summary Purchasing Policy Approvals:

Divisional Approval – up to $10~~3~~,000 per purchase

Division Head Approval – between $10~~3~~,001 and $25~~10~~,000 per purchase

Department Head Approval – between $25~~10~~,001 and $50~~25~~,000 per purchase

City Commission Approval and Finance Approval of Purchases Over $50~~25~~,000 (at purchase order requisition level)

Frequency of Purchasing Actions

The frequency of the purchasing and contracting processes shall be determined by the Department Head or Division Head to assure continuity of goods and services without disruption. The purchasing and contracting process shall be structured to provide the required continuity from one to five years, with the ability to extend a contract upon successful performance for additional time with the approval by the Board of City Commissioners. This policy does not contain a cap on time limits granted by contract extension. Contract extension decisions will be evaluation on the basis of past performance and value to the City of Fargo.

Purchase Categories & Application of Purchasing Policy Provisions

Compliance with this policy requires Departmental judgement with regard to the application of specific policy levels listed within. Procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternative, and any other appropriate analysis to determine the most economical approach. Departmental personnel should evaluate their purchasing patterns and apply the appropriate procurement method based upon the annual volume of resources expended. An annual estimate of quantities of materials and services consumed by a Division will help to determine which procurement method is appropriate. If a Department reasonably expects to consume a large dollar amount of a small value item, then the total usage should be aggregated for the year to determine compliance with the purchasing policy.

Departmental personnel should also include the entire cost of making an asset ready for use by the City to include all costs associated with the purchased unit including the cost of acquisition, accessories, delivery, and other incidentals. The costs associated with payments for maintenance contracts are not to be considered capital costs.

Example: Department A can reasonably predict that they will consume 1,000 items with a unit cost of $100 per item. Items are purchased throughout the year at various times in multiple orders as needed. The estimated annual purchase volume should be measured as $100,000 procurement subject to the purchasing policy limits since the City will spend more than the procurement formal process limit.

Small (Micro Purchase)

Small purchases are for routine and reoccurring items that are required for service delivery. They are typically less than $10~~3~~,000 per unit and may be made by any employee authorized by a Department or Division Head. Department and Division heads may retain all purchase requisition approvals at this level, or may delegate~~assign~~ responsibility for purchase order and credit card approvals to the appropriate staff assigned to purchasing. Small purchases may include fixed asset purchases that are less than $10~~3~~,000 per unit. The small micro purchase authorization level is allowable under an Office of Management and Budget (OMB) exception to early implement NDAA 2017 Section 2017(b). ~~s are consistent with federal regulations contained in the federal super circular~~.

Large Purchases

Large purchases shall be considered all items that exceed $10~~3~~,000 per item. There are three levels of large purchases: Level 2 large purchases include items between $10,001 - $25,000. Level 3 large purchases include items between $25,001 - $50,000 and Level 4 large purchases include items that exceed $50,000. Level 4 purchases must be approved by the City Commission.

Large purchases shall be monitored by Department and Division Heads directly and they shall approve all large purchases up to $50~~25~~,000 per purchase based on the requirements defined in the purchasing policy summary matrix. Finance Department approval is required at the purchase requisition level to assure that budget appropriations are available for large purchases.

Financial Budget Expenditure Accounts and Coding Standards

All transactions shall be coded to the correct budget lines as established during the budget process. Departmental budget accountability levels are measured at the Divisional total so it is permissible to overrun individual line items as long as total budget appropriations are not exceeded in total.

Capital Fixed Asset Purchases

Capital fixed assets purchases are for capital items with a value of at least $10~~5~~,000 per unit. All fixed asset purchases have special reporting requirements which include adding related asset description data during the time of vendor payment. Fixed asset purchases will not be paid until the appropriate level of asset description detail is provide for fixed asset recording into the permanent fixed asset inventory system. The Fixed Asset Addition Form (see Appendix A) shall be submitted with vendor payment requests to assure timely recording of all fixed asset purchases.

~~**Insurable Fixed Asset Purchases**~~

~~Fixed assets with a unit value between $2,500 and $5,000 per unit are considered insurable fixed asset purchases. They are different than capital fixed assets in that they are not significant for financial reporting purposes, however, there may be a large value of individual items within this category that need to be insured. Insurable fixed asset purchases shall use the same process of recording capital fixed asset purchases.~~

Non-reportable and Non Insured Fixed Asset Purchases

Non reportable and non-insured fixed assets are any fixed assets purchased with a unit value of less than $10,001~~2,500~~ per unit. Responsibility for control over non reportable fixed assets rests with the Department or Division Heads and therefore, no further reporting or special procedures are required during the payment processing.

Construction Contracts

All construction contracts in excess of $15~~0~~0,000 shall follow the provisions contained in the North Dakota Century Code 48-01.2, which require project bidding using a formal process.

Purchasing Directly from Competitively Procured National or State Bid Contracts (Piggyback Contracting)

Purchases can be made directly off of existing competitively procured National or State governmental contracts, or widely recognized purchasing consortiums. Department or Division Heads are responsible to assure that source documents to show evidence of a competitively procured contract is available for review if necessary. Submission of a sole source piggyback form shall be submitted with payment requests as evidence that a competitive action has occurred in another jurisdiction. If piggybacking on a contract that is going to be used with federal funds, the City becomes the responsible party. The department must ensure the contract has all the required federal contract provisions.

Master Service Agreements

Departments may have a need for support with projects on a short time frame or projects that require specialty technical assistance from professional engineering and/or consulting firms. The use of a Master Service Agreement allows the department to prequalify consultants to use in these instances. The Master Service Agreement must be approved in accordance with the purchasing policy. After the agreement has been approved, the task order approval for each scope of work is to be made in accordance with the Policy for Master Service Agreements.

Sewer service repair and Irrigation repair

Payments made for sewer service or irrigation repair must follow the respective sewer service repair policy or irrigation repair policy.

Reimbursements

The City from time to time approves reimbursements for the following items: Utility relocations, sign relocations, sprinkler reimbursement, and BNSF railroad reimbursements.

A formal agreement must be entered into for any procurement greater than $50,000 and must be approved by the City Commission.

A procurement of $50,000 or less can be approved by the City Engineer or the Assistant City Engineer.

Sole Source Purchasing

The City may award a contract to a sole source without competitive bidding and may conduct direct negotiations as appropriate as to the price, quantity, quality, delivery and/or terms. Sole source bidding shall be allowed only in the following instances:

- The item is available only from a single source;
- Material, product or item is regarded as a one-of-a kind;
- The item or product is a manufacturer direct sale with no distributors;
- Patented or proprietary item;
- The purchase is necessary for replacement parts or components of existing City assets;
- The Federal awarding agency or pass-through entity expressly authorized noncompetitive proposals in response to a written request form the Non-Federal entity
- Exigent circumstances such that compliance with the policy will create a delay which will adversely affect public health, safety and/or welfare.

The department seeking to utilize sole source purchasing shall complete the Sole Source Justification Form (see Appendix A).

Approval for sole source purchases ~~less than~~ between $10,001 - $50~~2~~5,000 shall be given by the Finance Committee. Approvals for sole source purchases in excess of $50~~25~~,000 shall be given by the Finance Committee and the City Commission.

Safe Harbor Purchasing Provisions

Departmental personnel shall consider a formal procurement process as a safe harbor approach for purchasing if questions arise about the appropriate method of procurement.

Contract Provision

All contracts with federal funds should include the following language:

"Parties agree that any applicable terms required by Appendix II Uniform Guidance 2CFR200 are hereby incorporated into this contract."

Small and Disadvantaged Businesses

North Dakota state procurement law does not require any preference based upon business classification (e.g. small, minority-owned, etc)

Vendor Suspension and Debarment

The City of Fargo shall not conduct business with vendors who are currently suspended or debarred from participation in Federal grants and contracts or vendors who have not successfully resolved performance issues on past procurements with the City. It is the responsibility of the Department Heads to confirm and document that a vendor is not on the "Exclusions Extract" database on the Sam.Gov website prior to entering into any contracts with a vendor. Questions relating to this process shall be referred to the grants accountant in the Finance Department.

New Vendor Requests

For all new vendor requests, the Vendor Request Form (see Appendix A), shall be completed and submitted to the Finance ~~Auditors~~ Office prior to setting up a vendor in the accounting system. This includes providing a completed IRS W-9/W-8 form. Departmental staff are responsible to request and provide the vendor data to the Finance ~~Auditors~~ Office prior to or in conjunction with a payment request. Any changes to a vendor will also require the department to provide a current completed IRS W-9/W-8 form.

Financial Accounting Systems Used for Purchases

City purchases can be processed using a traditional purchase order methodology or by credit card payment method (please refer to the City of Fargo Purchasing Card Policy). All contracts shall be processed using a traditional purchase order method and the entire amount of the contract shall be entered and approved by the Department or Division Head or the Board of City Commissioners. All contract payments made to liquidate a contract shall be made against original project purchase order. Change orders approved by Department or Division Heads and the Board of City Commissioners in accordance with the City's Change Order Policy on City Contracts shall be processed on a timely basis and shall modify the original project purchase order. If a vendor accepts payment by credit card method of payment large purchases shall be encumbered and special handling of the contract may be necessary to liquidate contract balances.

Internal Controls & Approval Process

The purchase order and credit card payment systems have been established with a reasonable level of internal controls. Varying degrees of approvals are required based upon the amount of dollars being expended. Department and Division Head approvals are required and inherent in this approval process. Department Heads may delegate authority of the procurement approval process to another individual. Written notification of this delegation must be provided to the Finance department. Department Heads and Division Heads certify that budgetary resources have been appropriated where required, that goods and services have been delivered as ordered, and that all procurements follow the City purchasing policy. Department Heads and Division Heads shall enforce policies adopted by the Board of City Commissioners and uniform accounting practices established by the Finance Department in support of financial reporting.

CITY OF Fargo

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: GFOA CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING

DATE: DECEMBER 12, 2018

The Government Finance Officers Association awarded the Certificate of Achievement for Excellence in Financial Reporting to the City of Fargo for the year ending December 31, 2017.

This recognition has been granted for the past twenty years and represents the highest level of achievement in reporting our financial position and long-term trends.

This award would not be possible without the ongoing support of the City Commission and staff that work within our financial systems.

The Finance Department staff members who produce our Comprehensive Annual Financial Report are recognized with an Individual Award of Financial Reporting Achievement. Staff members recognized include Jenica Flanagan, Jamie Bullock, Megan Zahradka, and Jess Hoium.

Suggested Motion:

Receive the GFOA Certificate of Achievement for Excellence in Financial Reporting and recognize the excellent work of the Finance Department staff members who attained this goal.

Printed on Recycled paper.

GOVERNMENT FINANCE OFFICERS ASSOCIATION

NEWS RELEASE

FOR IMMEDIATE RELEASE

11/21/2018

For more information contact:
Michele Mark Levine, Director/TSC
Phone: (312) 977-9700
Fax: (312) 977-4806
E-mail: mlevine@gfoa.org

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **City of Fargo** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

Government Finance Officers Association is a major professional association servicing the needs of nearly 19,000 appointed and elected local, state, and provincial-level government officials and other finance practitioners. It provides top quality publications, training programs, services, and products designed to enhance the skills and performance of those responsible for government finance policy and management. The association is headquartered in Chicago, Illinois, with offices in Washington, D.C.



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Fargo

North Dakota

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2017

Christopher P. Morrill

Executive Director/CEO

CITY OF Fargo

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE KAC

RE: LEASE AGREEMENTS WITH CAPFIRST EQUIPMENT FINANCE FOR BOBCAT UNITS

DATE: DECEMBER 13, 2018

The City of Fargo leases bobcat skid steers for maintaining our facilities under annual lease agreements. This program has been in place for the past several years and has proven to be an effective way of managing our maintenance needs, especially for winter snow removal.

The lease agreements are attached for your review and approval.

Suggested Motion:

Approve three bobcat lease agreements with CapFirst Equipment Finance as approved in the 2019 budget.

Printed on Recycled paper.

CAPFIRST
EQUIPMENT FINANCE

4165 30th Ave S Suite 100
Fargo, ND 58104

November 29, 2018

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague, City Auditor
200 3rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40001614

Dear Mr. Sprague:

Enclosed please find the following documentation for the lease of the 2018 Bobcat Skid Steer:

- Invoice for the documentation fee and first lease payment
- Lease with Option to Purchase Agreement No. 40001614
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G – We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check for the advance payment to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

David Suppes
President

CAPFIRST EQUIPMENT FINANCE

4165 30th Ave S Suite 100
Fargo, ND 58104

INVOICE

Invoice#: 1st Advance Payment
Invoice Date: 12/15/2018

Remit To:

CAPFIRST EQUIPMENT FINANCE, INC.
4165 30th Ave S
Suite 100
Fargo, ND 58104

Invoice to:

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague
200 3rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40001614	
First Advance Payment:	**$2,000.00**
Doc Fee	**$100.00**
Total Amount Due:	**$2,100.00**

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001614

Between

CAPFIRST EQUIPMENT FINANCE, INC.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of the 15th day of December, 2018

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 15th day of December 2018 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 4165 30th Ave S, Suite 100, Fargo, ND 58104; and the City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 200 3rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by the City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its

offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10)

days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that

with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items

shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its

option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section l2.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: CAPFIRST EQUIPMENT FINANCE, INC.

By:_____

Title:_____

Date: December 15, 2018

LESSEE: CITY OF FARGO, NORTH DAKOTA

By:_____

Name/Title: Steven Sprague / City Auditor

Date: December 15, 2018

ATTEST:

By:_____

Name/Title:_____

EXHIBIT A

EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001614

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
1	ALM426490	2018 Bobcat S570 T4 Skid Steer Loader
1	17315	2018 Bobcat BU74LP 74" Low Profile Bucket

Description of Financed Amount:

Cost of above Equipment	$33,521.00
Cost of related charges:	
Transportation	$ N/A
Physical Modifications (specify)	$ N/A
Other (Specify)	$ N/A
Add: Sales or other tax, if applicable	$ N/A
Less: Trade - In, if applicable	$0.00
Net Financed Amount:	$33,521.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001614

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
12/15/2018	$2,000.00	0.00	$2,000.00	$32,392.00
12/15/2019	$33,461.00	$1,940.00	$31,521.00	$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting City Auditor of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated December 15, 2018 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on December 15, 2018 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: December 15, 2018

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40001614

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40001614 dated as of December 15, 2018 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT:_____

ADDRESS: _____

PHONE #:_____CONTACT PERSON: _____

Named Insured / Lessee: City of Fargo, North Dakota
Lease with Option to Purchase Agreement No.: 40001614

Coverage:
All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

Coverage:
General Liability

Certificate Holders:
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001614
DATED AS OF DECEMBER 15, 2018

I, _____ (Name), do hereby certify that I am the duly elected or appointed and acting _____ (Title) of the City of Fargo, North Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
Steven Sprague	City Auditor	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 15th day of December 2018.

_____
Signature

_____
Print Name / Title

(SEAL)

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if Amended Return ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45 1002069

3 Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

Part II Description of Obligations

Check one: a single issue ☑ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	33,521	00
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 12/15/2018			
9	Amount of the reported obligation(s) on line 8a that is:			
a	For leases for vehicles	9a		
b	For leases for office equipment	9b		
c	For leases for real property	9c		
d	For leases for other (see instructions)	9d	33,521	00
e	For bank loans for vehicles	9e		
f	For bank loans for office equipment	9f		
g	For bank loans for real property	9g		
h	For bank loans for other (see instructions)	9h		
i	Used to refund prior issue(s)	9i		
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k	Other	9k		
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑			
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐			
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.			
13	Vendor's or bank's employer identification number: 81 4084473			

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ _____ Signature of issuer's authorized representative — Date

STEVEN SPRAGUE, CITY AUDITOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if Amended Return ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45 1002069

3 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

Part II Description of Obligations Check one: a single issue ☑ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	33,521 00
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c	For leases for real property	9c	
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e	For bank loans for vehicles	9e	
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g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶		☑
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶		☐
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.		
13	Vendor's or bank's employer identification number: 81 4084473		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ _____ Signature of issuer's authorized representative — Date

STEVEN SPRAGUE, CITY AUDITOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

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An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

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Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

CAPFIRST
EQUIPMENT FINANCE

4165 30th Ave S Suite 100
Fargo, ND 58104

November 29, 2018

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague, City Auditor
200 3rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40001618

Dear Mr. Sprague:

Enclosed please find the following documentation for the lease of the 2018 Bobcat Skid Steer:

- Invoice for the documentation fee and first lease payment
- Lease with Option to Purchase Agreement No. 40001618
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check for the advance payment to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

David Suppes
President

CAPFIRST EQUIPMENT FINANCE

4165 30th Ave S Suite 100
Fargo, ND 58104

INVOICE

Invoice#: 1st Advance Payment

Invoice Date: 12/15/2018

Remit To:

CAPFIRST EQUIPMENT FINANCE, INC.
4165 30th Ave S
Suite 100
Fargo, ND 58104

Invoice to:

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague
200 3rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40001618	
First Advance Payment:	**$3,000.00**
Doc Fee	**$100.00**
Total Amount Due:	**$3,100.00**

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001618

Between

CAPFIRST EQUIPMENT FINANCE, INC.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of the 15th day of December, 2018

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 15th day of December 2018 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 4165 30th Ave S, Suite 100, Fargo, ND 58104; and the City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 200 3rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by the City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its

offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10)

days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that

with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items

shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its

option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: CAPFIRST EQUIPMENT FINANCE, INC.

By:_____

Title:_____

Date: December 15, 2018

LESSEE: CITY OF FARGO, NORTH DAKOTA

By:_____

Name/Title: Steven Sprague / City Auditor

Date: December 15, 2018

ATTEST:

By:_____

Name/Title: _____

EXHIBIT A

EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001618

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
1	AT5A12690	2017 Bobcat S7700 T4 Skid Steer Loader
1	17429	2018 Bobcat BU80LP 80" Low Profile Bucket

Description of Financed Amount:

Cost of above Equipment	$47,720.00
Cost of related charges:	
Transportation	$ N/A
Physical Modifications (specify)	$ N/A
Other (Specify)	$ N/A
Add: Sales or other tax, if applicable	$ N/A
Less: Trade - In, if applicable	$0.00
Net Financed Amount:	$47,720.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001618

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
12/15/2018	$3,000.00	0.00	$3,000.00	$45,957.00
12/15/2019	$47,473.00	$2,753.00	$44,720.00	$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting City Auditor of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated December 15, 2018 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on December 15, 2018 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: December 15, 2018

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40001618

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40001618 dated as of December 15, 2018 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT:_____

ADDRESS: _____

PHONE #:_____CONTACT PERSON: _____

Named Insured / Lessee: City of Fargo, North Dakota
Lease with Option to Purchase Agreement No.: 40001618

Coverage:
All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

Coverage:
General Liability

Certificate Holders:
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001618
DATED AS OF DECEMBER 15, 2018

I, _____ (Name), do hereby certify that I am the duly elected or appointed and acting _____ (Title) of the City of Fargo, North Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
Steven Sprague	City Auditor	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 15th day of December 2018.

_____
Signature

_____
Print Name / Title

(SEAL)

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if Amended Return ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45 1002069

3 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

Part II Description of Obligations Check one: a single issue ☑ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	47,720 00
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 12/15/2018		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	47,720 00
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.		
13	Vendor's or bank's employer identification number: 81 4084473		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Signature of issuer's authorized representative — Date

STEVEN SPRAGUE, CITY AUDITOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if **Amended Return** ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45 1002069

3 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

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8a	Issue price of obligation(s) (see instructions)	8a	47,720 00
b	Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 12/15/2018		
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f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.		
13	Vendor's or bank's employer identification number: 81 4084473		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ Signature of issuer's authorized representative — Date

STEVEN SPRAGUE, CITY AUDITOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

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Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

CAPFIRST
EQUIPMENT FINANCE

4165 30th Ave S Suite 100
Fargo, ND 58104

November 29, 2018

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague, City Auditor
200 3rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40001616

Dear Mr. Sprague:

Enclosed please find the following documentation for the lease of the 2018 Bobcat Skid Steer:

- Invoice for the documentation fee and first lease payment
- Lease with Option to Purchase Agreement No. 40001616
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check for the advance payment to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

David Suppes
President

CAPFIRST EQUIPMENT FINANCE

INVOICE

4165 30th Ave S Suite 100
Fargo, ND 58104

Invoice#: 1st Advance Payment

Invoice Date: 12/15/2018

Remit To:

CAPFIRST EQUIPMENT FINANCE, INC.
4165 30th Ave S
Suite 100
Fargo, ND 58104

Invoice to:

City of Fargo, North Dakota - Buildings and Grounds
Attn: Steven Sprague
200 3rd St N
Fargo, ND 58102

LEASE#	AMOUNT
40001616	
First Advance Payment:	**$3,000.00**
Doc Fee	**$100.00**
Total Amount Due:	**$3,100.00**

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001616

Between

CAPFIRST EQUIPMENT FINANCE, INC.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of the 15th day of December, 2018

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 15th day of December 2018 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 4165 30th Ave S, Suite 100, Fargo, ND 58104; and the City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 200 3rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by the City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

(j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its

offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10)

days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that

with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items

shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its

option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: CAPFIRST EQUIPMENT FINANCE, INC.

By:_____

Title:_____

Date: December 15, 2018

LESSEE: CITY OF FARGO, NORTH DAKOTA

By:_____

Name/Title: Steven Sprague / City Auditor

Date: December 15, 2018

ATTEST:

By:_____

Name/Title: _____

EXHIBIT A

EQUIPMENT

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001616

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 200 3rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
1	ALJ824000	2018 Bobcat S650 T4 Skid Steer Loader
1	17304	2018 Bobcat BU80LP 80" Low Profile Bucket

Description of Financed Amount:

Cost of above Equipment	$39,863.00
Cost of related charges:	
Transportation	$ N/A
Physical Modifications (specify)	$ N/A
Other (Specify)	$ N/A
Add: Sales or other tax, if applicable	$ N/A
Less: Trade - In, if applicable	$0.00
Net Financed Amount:	$39,863.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: CITY OF FARGO, NORTH DAKOTA
200 3rd St N
Fargo, ND 58102

Date of Lease: December 15, 2018
Lease #: 40001616

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
12/15/2018	$3,000.00	0.00	$3,000.00	$37,883.00
12/15/2019	$39,133.00	$2,270.00	$36,863.00	$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting City Auditor of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated December 15, 2018 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on December 15, 2018 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: December 15, 2018

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40001616

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40001616 dated as of December 15, 2018 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

CITY OF FARGO, NORTH DAKOTA

By: _____

Name/Title: Steven Sprague / City Auditor

ATTEST:

By: _____

Name/Title: _____

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT:_____

ADDRESS: _____

PHONE #:_____CONTACT PERSON: _____

Named Insured / Lessee: City of Fargo, North Dakota
Lease with Option to Purchase Agreement No.: 40001616

Coverage:
All Risk Personal Property and/or EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

Coverage:
General Liability

Certificate Holders:
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40001616
DATED AS OF DECEMBER 15, 2018

I, _____ (Name), do hereby certify that I am the duly elected or appointed and acting _____ (Title) of the City of Fargo, North Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
Steven Sprague	City Auditor	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto this 15th day of December 2018.

_____
Signature

_____
Print Name / Title

(SEAL)

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if **Amended Return** ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45 1002069

3 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

Part II Description of Obligations Check one: a single issue ☑ or a consolidated return ☐.

8a	Issue price of obligation(s) (see instructions)	8a	39,863 00
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 12/15/2018		
9	Amount of the reported obligation(s) on line 8a that is:		
a	For leases for vehicles	9a	
b	For leases for office equipment	9b	
c	For leases for real property	9c	
d	For leases for other (see instructions)	9d	39,863 00
e	For bank loans for vehicles	9e	
f	For bank loans for office equipment	9f	
g	For bank loans for real property	9g	
h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.		
13	Vendor's or bank's employer identification number: 81 4084473		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ _____ Signature of issuer's authorized representative — Date

▶ STEVEN SPRAGUE, CITY AUDITOR — Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at *www.irs.gov/form8038*. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority — Check box if Amended Return ▶ ☐

1 Issuer's name
CITY OF FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45-1002069

3 Number and street (or P.O. box if mail is not delivered to street address) — Room/suite
200 3RD ST N

4 City, town, or post office, state, and ZIP code
FARGO, ND 58102

5 Report number *(For IRS Use Only)*

6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information
STEVEN SPRAGUE, CITY AUDITOR

7 Telephone number of officer or legal representative
701-241-1333

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h	For bank loans for other (see instructions)	9h	
i	Used to refund prior issue(s)	9i	
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j	
k	Other	9k	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☑		
11	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▶ ☐		
12	Vendor's or bank's name: CapFirst Equipment Finance, Inc.		
13	Vendor's or bank's employer identification number: 81-4084773		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▶ _____ Signature of issuer's authorized representative — Date

STEVEN SPRAGUE, CITY AUDITOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

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Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

WELLS FARGO SAFE Transmission

Welcome **Jamie**

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

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

21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 5, 2018

RE: NOTICE OF GRANT AWARD AMENDMENT FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY READINESS INITIATIVE NO. G17.623A CFDA NO. 93.074 BEING REINSTATED TO $97,832

On November 5, 2018 the City Commission approved a reduction of $12,744 to Grant Number G17.623A. We have been notified by the State Health Department that our funding will not be reduced and therefore the amendment will not be signed by the State Health Department.

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

Suggested Motion: Move to approve the amended contract for the Public Health Emergency Preparedness City Readiness Initiative.

DF/LS
Enclosure

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 5, 2018

RE: PURCHASE OF SERVICE AGREEMENT AMENDMENT FOR HIV COUNSELING, TESTING AND REFERRAL
NORTH DAKOTA DEPARTMENT OF HEALTH
CONTRACT NO. PF17.104A CFDA NO. 93.940

The attached Purchase of Service Agreement amendment with the North Dakota Department of Health is for an HIV counseling, testing and referral program.

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

Suggested Motion: Move to approve the HIV counseling, testing and referral contract.

DF/LS
Enclosure

	PURCHASE OF SERVICE AGREEMENT AMENDMENT SFN 59917 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
CONTRACT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE
PF17.104A	HIV Prevention Activities - Health Department Based	93.940	1/1/2018	12/31/2018
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	FAIN NUMBER	CONTRACT TYPE: ACQUISITION or RESEARCH	
12/13/2017	Department Of Health And Human Services	NU62PS9247540	Acquisition	
THIS CONTRACT IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS CONTRACT SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				

TITLE OF PROJECT/PROGRAM	HIV/HCV Counseling, Testing and Referral (CTR)	NDDoH PROJECT CODE	2201 HLH3378-02 $37700; HL123919-01 $7600; HLH3348 $0
CONTRACTOR NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Lindsey VanderBusch
ADDRESS	1240 25th St S	ADDRESS	2635 E Main Ave
CITY/STATE/ZIP	Fargo, ND 58103	CITY/STATE/ZIP	Bismarck,ND 58506
CONTACT NAME	Ruth Roman	CONTACT NAME	Lindsey VanderBusch
TELEPHONE NUMBER	701.241.8575	TELEPHONE NUMBER	701.328.4555
EMAIL	rroman@fargond.gov	EMAIL	lvanderbusch@nd.gov

	NDDoH Cost Share	Contractor Cost Share	Total Costs
Amount Awarded	$0	$0	$0
Previous Funds Awarded	$45,300	$0	$45,300
Total Funds Awarded	$45,300	$0	$45,300

SCOPE OF SERVICE	This amendment provides no additional funding for the continued support of the HIV/HCV Counseling, Testing and Referral program as noted in the original agreement. Additional services allowed under this agreement include: 1) reimbursement for nursing time related to STD testing (chlamydia, gonnorhea and syphilis); 2) laboratory fees for chlamydia/gonorrhorea and syphilis testing; 3) time spent to link positive cases to care and treatment; 4) supplies to promote free testing and incentivize participation; 5) supplies needed to collect and submit specimens for testing. Reimbursement amounts are noted on the HIV.HCV CTR C25reimbursement form. Funding can not be used to purchase medications for treatment.
REPORTING REQUIREMENTS	All reporting requirements of the original agreement remain the same.
SPECIAL CONDITIONS	All special conditions of the orignial agreement remain the same.

This Purchase of Service Agreement is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum for Purchase of Service Agreements issued by the North Dakota Department of Health as signed by Contractor 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 NDDoH ACCEPTANCE	
DATE December 5, 2018	SIGNATURE Desi Fleming	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Desi Fleming, Director of Public Health		Kirby Kruger, Section Chief, Medical Services	
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.

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23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 28, 2018

RE0: AGREEMENT FOR SERVICES WITH MEDIA PRODUCTIONS FOR $500.00

The attached agreement for services is for breastfeeding friendly environment support for Media Productions.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract agreement with Media Productions.

DF/LS
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 1st day of November, 2018, by and between Fargo Cass Public Health ("FCPH"); and Media Productions.

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

A. **Term of Agreement:** Project plans must be implemented by September 30, 2019 after funds are received.

B. **Statement of Work:** Support worksites in their efforts to provide a breastfeeding friendly environment for their employees. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed $500.00. Funds shall be disbursed upon a presentation of a signed agreement.

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

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

Special Considerations:

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

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

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

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

FARGO CASS PUBLIC HEALTH

By Desi Fleming

Desi Fleming
Director of Public Health

Date 11/28/2018

GRANT PARTNER – Media Productions

By

Danielle Woodard
Human Resources Director

Date 11/27/2018

By_____

Timothy J. Mahoney
Mayor, City of Fargo

Date_____

CITY OF Fargo

Inspections Division

225 Fourth Street North
Fargo ND, 58102
phone 701-241-1561
fax 701-476-6779

24

Memorandum

DATE: December 13, 2018

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Administrator

SUBJECT: Junk vehicle removal contract

Attached are bids received for the provision of junked vehicle removal services for the coming calendar year. The bids received were from the present provider, Ed's Towing Service, Inc., Moorhead, MN, Hazer's Auto and Truck Parts Ltd., and Brennan's Garage LLC dba Fargo Moorhead Towing.

This process is routine and annual. I would respectfully request that you approve ***a motion to accept this proposal and award the contract for 2019 to Ed's Towing Service, Inc. in Moorhead, MN. The cost for a vehicle owner to retrieve their impounded vehicle is significantly lower than the current rate through Hazer's Auto and Truck Part, Ltd and Brennan's Garage LLC dba Fargo Moorhead Towing.***

ED'S TOWING SERVICE, INC.
PROPOSAL FOR SERVICES

For City of Fargo

Please accept our proposal for junk vehicle removal services for the calendar year 2019.

We provide service for all light, medium and heavy-duty vehicles and equipment. Our fleet consists of 13 flatbeds and tow trucks. We currently have 18 full and part-time employees. We background check and pre-employment drug test all employees. We provide service 24/7 and do not use an answering service.

Rates:

Impound tow fee: $90 Light Duty/$120 Medium Duty/$150 Heavy Duty

Dollies/Skates/Go Jacks: $35 (when needed)

Mileage: **15 miles free**

then $3/loaded mile Light Duty/$4/loaded mile Medium Duty/$5/loaded mile Heavy Duty

Admin fee: $20

Daily Storage: $35 Light Duty/$70 Medium Duty/$105 Heavy Duty

Snowbird: $15 per 15 minutes shoveling (when applicable)

All fees are at owner's expense. Owners may reclaim their vehicles at Ed's Towing, 2848 22nd Ave S, Moorhead, MN from 8am-8pm Mondays thru Fridays and on Saturdays and Sundays 9am-5pm. Owners will need to provide proof of ownership, proof of insurance and a photo ID to reclaim their vehicles. We accept Visa, Mastercard, Discover, American Express, debit and cash.

Please feel free to contact Nick or Dawn if you have any questions or concerns. Nick's cell is 701-219-5885 and Dawn's is 701-238-7191.

Thank you for your proposal invitation, we look forward to hearing from you! ☺

Best wishes,

Nick Grossman

Dawn Grossman

Nick and Dawn Grossman

Owners

Ed's Towing Service, Inc.
2848 22nd Ave S
Moorhead MN 56560
P.218-233-7740
F.218-291-3340
Email: edstowing@hotmail.com
www.edstowing.com

7 days car = 90 + (245 / 7035) 335 / 20 / 355

Best deal for citizens for 7 day impound on a car.

Hazer's Auto & Truck Parts, Inc.

811 9TH STREET NE • WEST FARGO, ND 58078-3607

TELEPHONE 282-0441

December 10, 2018

Ms. Gretchen Morlan, Office Associate III,
Inspections Administrator
200 3rd Street North
Fargo, ND 58102

RE: Proposal for 2019 Junked Vehicle Removal

Services Dear Ms. Morlan,

We propose to provide the City of Fargo with service to remove (tow or haul) designated junked vehicles from private property within Fargo city limits for the calendar year of 2019. We will provide a timely and more than adequate service at no charge to the City of Fargo.

Our storage lot is nearly 17 acres and is more than sufficient space for storage of vehicles. An eight-foot security chain-link fence encloses the storage area.

If the owner of an impounded vehicle wished to claim his/her vehicle, he/she must make appropriate arrangement within 30-days of impound. The owner would need to provide proof of ownership, proof of insurance and current license tabs. He/she would be responsible for paying the towing charge of $200.00 and storage fees of $35.00 per day. Larger vehicles, such as, 1.5 ton trucks or heavier including semi-tractors would have a towing charge of $400.00 and a daily storage fee of $35.00 per day.

Hazers will fax or email the City of Fargo a list of all vehicles impounded, those reclaimed by the owners and those retained after the 30-day storage, as documented in the weekly fax we receive. The vehicles retained by Hazers will be crushed or dismantled for parts.

Sincerely,

HAZERS AUTO WRECKING, INC.

Duane

Duane Hazer, Owner

7 days car =
200 + (7 x 35) = 445

Brennan's Garage LLC dba Fargo Moorhead Towing
4021 Main Ave, Unit C
Fargo, ND 58103
701-850-7347

Date: 12/10/18

Attention: Bruce Taralson, Director

City of Fargo - Inspections Department

From: Fargo Moorhead Towing

RE: Proposal for junked vehicle removal services 2019

We would like to submit that the average size junked vehicles be treated like private impounds at a rate of $150.00 impound fee with $30.00 per day storage and $25.00 admin fee for research of registered vehicle information and certified letter required by North Dakota Century Code Chapter 39-26 Abandon Motor Vehicles.

Oversized vehicles requiring medium duty wrecker $200.00; oversized vehicles requiring heavy duty wrecker (semi's or large motor homes) $250.00. Storage at $50.00 per day and $25.00 admin fee. Any extra labor or winching at a rate of $100 per hour.

All fees charged to the vehicle owner, not the City of Fargo. Any impounds left beyond the required 30 days of a certified letter will be disposed of at our discretion according to North Dakota Century Code Chapter 39-26 Abandon Motor Vehicles.

We appreciate your consideration of our proposal and would like to be able to serve your needs.

Any questions please contact our office (701) 850-7347.

Respectfully,

Brennan R. Borg

7 day car =
210
150 + (7 x 30) = 360
see + 25
(385)

Fargo Public Library

25

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **TIM DIRKS, LIBRARY DIRECTOR**

DATE: **DECEMBER 10, 2018**

RE: **NORTH DAKOTA HUMANITIES COUNCIL GRANT**
GRANT NUMBER 18119

The attached North Dakota Humanities Council Grant contract is to support the Living History Presentation: Erich Maria Remarque" as a part of the 2018 1 Book 1 Community project featuring The Cartographer of No Man's Land by P.S. Duffy. The grant amount is $1500.00 and requires a $780.00 match. The grant has been accepted, but to comply with City policy needs to be approved by the City Commission.

No budget adjustment is required. Please feel free to call me at 241-1493, if you need additional information.

Suggested Motion: Move to approve the North Dakota Humanities Council grant for the Fargo Public Library.

TD/LW
Enclosure

GRANT AGREEMENT

This grant agreement stipulates conditions which apply to the following grant awarded by Humanities North Dakota. Funding for the Humanities North Dakota grant program is made possible by a federal grant received from the National Endowment for the Humanities (NEH).

GRANT NUMBER: 18119 DATE: September 12, 2018

GRANTOR: Humanities North Dakota (hereinafter referred to as HND)

GRANTEE: Fargo Public Library

PROJECT TITLE: Living History Presentation: Erich Maria Remarque

GRANT AWARD: $1,500.00

GRANT PERIOD: 9/1/2018 - 9/30/2018

SPECIAL CONDITIONS

This grant agreement contains no special conditions.

MINIMUM COST-SHARE REQUIREMENT

Cash Match:	$ 780.00
In-Kind Match:	$ 1,252.32
Total Cost-Share:	$ 2,032.32

In-kind match represents the value of third party, non-cash donations to the project. In-kind match would include such things as donated services, facilities and equipment. All in-kind donations must be documented with signed statements (Sample in-kind form enclosed).

Cash match and in-kind match cannot count toward satisfying this cost-share requirement if they have been or will be counted towards satisfying a cost-sharing requirement for any other award of federal funds.

All cost-share, both cash match and in-kind match, which is used to satisfy the minimum cost-share requirement must meet the federal requirements of the Office of Management and Budget's

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

OTHER CONDITIONS

A. Legal Relationship: The relationship of Humanities North Dakota to the above named organization shall be one of grantor and grantee. HND shall be under no obligation to this project other than to provide financial support to the grantee in the amount of the grant award. All reporting requirements which arise from the use of grant funds or other funds for project activities, including IRS reporting requirements relating to payments made to employees and independent contractors, are the responsibility of the grantee.

The grantee agrees to hold Humanities North Dakota harmless from any claims or causes of action arising from the performance of project activities.

B. Audit: Grantees which expend $750,000 or more annually in federal awards are subject to the audit requirements of the Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

HND requires "perennial" grantees (organizations which receive grants from HND on a regular, recurring basis) to have independent financial audits conducted at least once every two years and to submit copies of the completed audit reports to the HND office.

Humanities North Dakota, the National Endowment for the Humanities, and the General Accounting Office of the United States reserve the right to audit the books and records of a grantee in order to verify compliance with federal and HND regulations at any time during the grant term and for a period of up to three years and three months following the close of the federal grant which funded this award.

C. Nondiscrimination: The grantee shall execute projects, productions, workshops, and programs in accordance with the following laws, where applicable.

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, *on the grounds of race, color, or national origin,* be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance (Title VI also extends protection to persons with limited English proficiency).

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), provides that no otherwise qualified person with a disability in the United States, shall, *solely be reason of his/her disability,,* be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681 et seq.), provides that no person in the United States shall, *on the basis of sex,* be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any education program or activity receiving federal financial assistance.

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), provides that no person in the United States shall, *on the basis of age,* be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

The Americans with Disabilities Act of 1990 ("ADA") prohibits discrimination *on the basis of disability* in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)

D. Debarment and Suspension: The grantee is prohibited from doing business with any organization or person if they have been debarred or suspended by any federal department or agency in accordance with Subpart C of 45 CFR Part 1169, "Governmentwide Debarment and Suspension (Nonprocurement)" A public list of excluded parties is maintained at http://www.sam.gov.

E. Grant Revisions: The grantee agrees to obtain prior written approval from HND for any of the following proposed grant revisions:

1. Changes in the scope, purpose or activities of the grant;
2. Changes in key personnel, including the project director, the fiscal agent, or the humanities scholars;
3. Changes to the budget which involve the addition or deletion of budget line items;
4. Reductions in the amount of cost share required for this grant; or
5. Changes in the grant period.

F. Use of Grant Funds: The grantee agrees to:

1. Request grant funds on an advance basis based upon the grantee's cash needs. Generally, grantees may request grant funds based upon their anticipated cash needs for a 90 day period. However, if a grantee's cash needs exceed $10,000 for a 90 day period, the grantee will be limited to requesting grant funds based upon the anticipated cash needs for a 30 day period.

2. Obligate grant funds during the grant period only. All outstanding obligations existing at the end of the grant period must be paid within 90 days following the end of the grant period. Any unobligated grant funds remaining at the end of the grant period shall be returned to HND within thirty days following the end of the grant period.

3. Expend grant funds for project purposes only in accordance with the project budget as originally approved or subsequently amended.

G. Accounting and Recordkeeping: The grantee agrees to:

1. Maintain accounting records for above named project in accordance with generally accepted accounting principles and shall provide for fiscal control and accounting procedures as are necessary to adequately account for HND grant funds.

2. Maintain accounting records which separately identify the receipts and disbursements of both HND grant funds and cash match funds.

3. Maintain supporting documentation for all project expenses paid from HND grant funds and cash match funds.

4. Maintain written documentation supporting all in-kind donations. This documentation must be signed by the donor, include a description of the donation, and list the basis for determining the value of the donation.

5. Maintain records and supporting documentation during the grant period and for a period of up to three years and three months following the close of the federal grant which funded this award.

H. Project Income: Project income includes income earned by the grantee from the project during the grant period (sales of publications & videotapes, registration fees, rental fees, etc.). Project income is to be used by the grantee to finance project costs and should be reported as cash match. Project income remaining at the end of the grant period shall be divided between the grantee and HND based on the percentage of HND grant funds to total project costs, not to exceed the HND grant award.

I. Acknowledgement of Grant Support and Disclaimer: The grantee agrees to acknowledge HND support by using the statement "Funded in part by Humanities North Dakota, a nonprofit, independent state partner of the National Endowment for the Humanities" in all printed promotional material, and in an announcement at each program funded by this award. In addition, this acknowledgement shall also include the following statement: "Any views, findings, conclusions or recommendations expressed in this (publication) (program) (exhibition) (website) do not necessarily represent those of Humanities North Dakota or the National Endowment for the Humanities."

J. Copyrights, Patents, and Rights to Data: The grantee may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this grant. The National Endowment for the Humanities reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use these materials for Federal purposes and to authorize others to do so.

Grantees that are awarded funds for experimental, developmental, or research work are subject to the regulations governing patents and inventions, including government-wide regulations

issued by the US Department of Commerce at 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

The National Endowment for the Humanities has the right to obtain, reproduce, publish or otherwise use the data first produced under this grant; and authorize others to receive, reproduce, publish, or otherwise use such data for federal purposes.

Title to intangible property acquired under this grant vests upon acquisition in the grantee. The grantee shall use the property for the original authorized purpose and shall not encumber the property without NEH approval. NEH reserves the right to determine the disposition of the intangible property when it is no longer needed for the originally authorized purpose.

K. Data Collection: Data collection activities performed under a grant are the responsibility of the grantee. The grantee shall not represent to respondents that such data is being collected for, or in association with, Humanities North Dakota or the National Endowment for the Humanities without their specific written approval.

L. Labor Standards Assurances: Grantees that employ professional performers and related or supporting professional personnel under a grant (including but not limited to scriptwriters, actors, extras, musicians, stage hands, scenery designers, technicians, electricians, cinematographers) are required to provide written assurance that:

1. these employees will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the prevailing minimum compensation for persons employed on similar activities (e.g., union or guild rates), and

2. no part of any project or production which is financed in whole or in part under this grant will be performed or engaged in under working conditions which are unsanitary or hazardous or dangerous to the health and safety of the employee engaged in such project or production.

A copy of the assurance form and the applicable US Department of Labor regulations may be obtained from the HND office.

M. Code of Ethics for Projects Related to Native Americans: Grantees have the responsibility of ensuring that researchers and scholars working on projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples adhere to certain provisions protecting the rights of native communities and peoples as detailed in the *Code of Ethics for Projects Related to Native Americans*. The code is available on the NEH website at http://www.neh.gov.

N. Reporting Requirements: The grantee agrees to submit the following reports within 90 days following the end of the grant period:

1. Final Expenditure Report
2. Project Director Evaluation
3. Scholar and Audience Evaluations

The grantee agrees to obtain prior written approval for any change in the grant period.

O. Grant Application Requirements: The application requirements listed in the HND grant application guidelines apply to this grant.

AUTHORIZED SIGNATURES

This grant agreement shall be binding when signed by both parties. Adjustments or cancellation of this agreement may be made by mutual written agreement of both parties.

Fargo Public Library	Humanities North Dakota
Grantee	Grantor
Lori West	
Project Director	Executive Director
9-23-18	September 12, 2018
Date	Date

THE CITY OF Fargo
FAR MORE

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MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

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

DATE: **DECEMBER 12, 2018**

SUBJECT: **CONTRACT CHANGE ORDER FOR WGI**

WGI has provided additional engineering services for the restoration work on the Civic Center parking ramp. The work was related to replacement of the stair roof waterproofing system.

The increased engineering cost is $4,500 plus expenses estimate at $1,400.

RECOMMENDED MOTION: To approve amending the agreement with WGI for additional engineering services on the Civic Center parking ramp restoration project.

Attachment

WGI

December 3, 2018

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

JGilmour@cityoffargo.com

RE: Civic Center, Island Park, and GTC Parking Garage Repairs
WGI Proposal No. R1-18-177 for Additional Services

Dear Jim:

WGI (formerly Carl Walker, Inc.) is pleased to submit this proposal to provide additional engineering services to perform construction administration services for the work identified in the contractors Change Order No. 2, consists of the work to replace the roof waterproofing system on the stair roofs of the Civic Center Ramp at 411 2nd Avenue North, in Fargo North Dakota.

PROJECT UNDERSTANDING

We have an agreement with the City of Fargo for WGI to provide professional engineering services for the 2018 restoration repairs at the Civic Center Ramp (411 2nd Avenue North), Island Park Ramp (500 1st Avenue South), and Ground Transportation Center (GTC) Parking Garage (502 Northern Pacific Avenue).

Two issues occurred that were unanticipated and unaccounted for in our agreement defined by our proposal dated February 21, 2018. These are:

1. The bid documents developed and issued for receiving bids included mechanical and electrical work as we anticipated. However, due to no bids submitted for the mechanical work at the GTC Parking Garage, and changes in the scope of work for the security camera systems at the Civic Center and Island Park Ramps, the mechanical and electrical work will be re-bid.
2. Replacing the stair roof waterproofing was anticipated to be conducted during restoration work, but due to the timing of administrative processes, the work is being done after restoration work is complete.

We have attempted to time our visits, minimize hours spent on the project, in an effort to remain within the City's budget. We have met the limits of much of our scope and have reserved a portion to continue to support the Mechanical and Electrical portions of the project.

We have reached a point where remaining services for the restoration work, to include the roof waterproofing replacement, that additional fee is needed.

PROJECT APPROACH

The deliverables will include a site visit to conduct the 'punch' review of the waterproofing work, and final review of the original scope in all three garages, and the review of documents to determine when the project is Substantially Complete, and when it has met the requirements for Final Completion.

We have included one more meeting to be conducted during our time while in Fargo, and some additional time to review technical submittals (of the roof repairs).

ANTICIPATED PROJECT SCHEDULE

After we receive authorization to proceed, we will perform the site review after the roof waterproofing work is complete.

WGI FEE SUMMARY

We propose to provide the additional services for a fixed fee of $4,500 plus reimbursable expenses. Reimbursable expenses are estimated to be $1,400. Reimbursable expenses include travel, telephone, reproduction, etc.

Our work will be according to our current agreement. Trusting our proposal as outlined above is acceptable, please sign and return the enclosed copy of this letter to serve as our Agreement and as our Authorization to Proceed. We thank you for the opportunity to serve as your Restoration Consultant and to provide engineering services for the City of Fargo.

If you should have any questions or require any additional information.

Very truly yours,
WGI

Brenndan P. Torres, PE
Sr. Project Manager

William A. Mahler, AIA
Restoration Manager

ACCEPTED BY:
City of Fargo

_____
Signature

_____
Name

_____
Title

_____
Date

cc: Torrey L. Thompson, Danielle Blake

THE CITY OF Fargo
FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

27

MEMORANDUM

DATE: December 13, 2018

TO: City Commission

FROM: Nicole Crutchfield, Planning Director NC

RE: 2019 Arts Service Fund – Regranting services

In September, the City Commission adopted a 2019 budget that includes an Arts fund allocation of $150,000. The Arts and Culture Commission provides recommendations on how the Arts Funds are allocated. On November 14, 2018, the Arts and Culture Commission recommended approval of expenditures for the 2019 Arts Fund.

On November 14, the Arts and Culture Commission recommended that The Arts Partnership be contracted for regranting services due to the long standing relationship the City of Fargo has had with the *City Arts Partnership Grant program* that The Arts Partnership manages.

Recommended Action:
Approve the 2019 City Arts Fund recommendation and approve the attached agreement allocating $102,000 to The Arts Partnership.

Arts and Culture Commission Operating Budget 2019 | Total Budget | $150,000.00

Projects/ Programs	2019 Allocation	Amount Paid/Pending	Remaining Budget
Re-Granting			
The Arts Partnership	$102,000.00		$102,000.00
		$0.00	$0.00
Total	**$102,000.00**	**$0.00**	**$102,000.00**
Public Art Projects			
Public RFQ/Solicitation	$30,000.00		$30,000.00
		$0.00	$0.00
Total	**$30,000.00**	**$0.00**	**$30,000.00**
City Hall Curating Program			
Consultant Curating	$8,000.00		$8,000.00
		$0.00	$0.00
Total	**$8,000.00**	**$0.00**	**$8,000.00**
City Buildings Curating Program			
			$0.00
		$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Artwork Acquisitions			
			$0.00
		$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Maintenance Care			
In-House management	$1,000.00		$1,000.00
		$0.00	$0.00
Total	**$1,000.00**	**$0.00**	**$1,000.00**
Restorations			
			$0.00
		$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**
SUBTOTAL	**$141,000.00**	**$0.00**	**$141,000.00**

ADMINISTRATIVE

Education			
			$0.00
		$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Retreat/ Workshops			
			$0.00
		$0.00	$0.00
Total	**$0.00**	**$0.00**	**$0.00**
Consulting			
Evaluation Research	$3,000.00		$3,000.00
Artwork Appraisal Consultant	$5,950.00	$0.00	$5,950.00
Total	**$8,950.00**	**$0.00**	**$8,950.00**
Marketing			
Printing	$50.00		$50.00
		$0.00	$0.00
Total	**$50.00**	**$0.00**	**$50.00**
SUBTOTAL	**$9,000.00**	**$0.00**	**$9,000.00**
TOTAL	**$150,000.00**	**$0.00**	**$150,000.00**

Re-Granting	$0.00
Public Art Projects	$0.00
Capital Art Projects	$0.00
City Hall Curating Program	$0.00
City Buildings Curating Program	$0.00
Artwork Acquisitions	$0.00
Maintenance Care	$0.00
Restorations	$0.00
Education	$0.00
Retreat/ Workshops	$0.00
Consulting	$0.00
Marketing	$0.00
Total Spent	**$0.00**

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

28

December 4, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of Walmart Community Grant

Dear Commissioners:

The Walmart Community Grant Program provides grants to local organizations, to include "a recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes."

The Fargo Police Department was recently awarded a grant of $5000.00 from the Fargo Walmart to assist our Community Trust Officers with the expenses related to their community outreach programs.

The Community Trust Officers conduct various outreach events throughout the year, to include: Cocoa with a Cop, Cool Off with a Cop and Fargo United. These events all have the goal of building trust between the community and law enforcement, opening lines of communication, and strengthening the community.

The grant funds would be used to support the outreach program's costs, including food, portable toilet rentals, venue rentals, entertainment (bouncy houses, dunk tanks, games), etc.

There is no local match requirement for this grant.

Recommended Motion:

Acceptance of the Walmart Community Grant Program Award of $5000.00 to the Fargo Police Department. Adjust the Police Department 2019 budget 101-5025-411-38-99 by $5000.00.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David Todd
Chief of Police

Walmart
702 S.W. 8th Street
Bentonville, AR 72716

FARGO POLICE DEPARTMENT
WALMART# 1581
222 4TH ST N
FARGO ND 58102

IN PAYMENT OF INVOICES TO

*Walmart
702 S.W. 8th ST.
BENTONVILLE, AR 72716

* INCLUDES
AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMA★USA
NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL★MART PHARMACY OF MICHIGAN, INC.
WAL★MART PUERTO RICO, INC.

CHECK DATE: 11-30-18

CHECK NUMBER: 2405909

DATE	INVOICE NUMBER	STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNT/ ALLOWANCES	NET AMOUNT
11 28 18	52136701	05-09000	79294424		5000.00	0.00	5000.00
					5000.00	0.00	5000.00

VENDOR: /9999999975 FARGO POLICE DEPARTMENT

* VENDOR: Deduction codes are described on the reverse side of this statement

DETACH AT PERFORATION

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Walmart

Walmart

702 S.W 8th St. BENTONVILLE, AR 72716

WELLS FARGO BANK, N.A.
CHARLOTTE, NC 28288-0013

66-156
531

NON-NEGOTIABLE AFTER 180 DAYS

2405909

Vendor Number	Check Date	Check Number
9999999975	11-30-18	2405909

PAY
FIVE THOUSAND DOLLARS AND NO CENTS

DOLLARS	CENTS
$ *****5,000.00	

NET AMOUNT OF CHECK

TO THE ORDER OF
FARGO POLICE DEPARTMENT
WALMART# 1581
222 4TH ST N
FARGO ND 58102

WALMART, INC.

Executive Vice President and Treasurer

⑈2405909⑈ ⑆053101561⑆ 207990013685 4⑈

Walmart Foundation

Our Focus | Apply For Grants | Associate Scholarships | Our Volunteers | International Giving

Community Grant Program

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to return to the Welcome page.

Contact Information

* First Name	Matt
* Last Name	Niemeyer
* Contact Title	Community Trust Officer
* Address	222 4th St N
* City	Fargo
* State	North Dakota
* Zip	58102
* Telephone	701-715-0936
* E-mail Address	mniemeyer@fargond.gov
* Contact Type	Primary Contact

Program Information

Grant Type	Local Community Contribution
* Program Name	Community Trust Officer
* Requested Grant Amount	$5,000.00
* International Funding	No
* Focus Area	Diversity and Inclusion
You have selected: Diversity and Inclusion	

Agreement

* MOU Applicant's Name	Chief David Todd
* MOU Applicant's Title	Chief of Police
* Acknowledgement of Terms and Conditions	AGREE

Need Support?

© 2018 Walmart, Inc.

CITY OF Fargo

29

Division of Solid Waste

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

December 13, 2018

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

RE: Agreement for Services between City of Fargo and Real Property Services Inc.

Dear Commissioners:

Attached for your approval is an agreement between *City of Fargo* and *Real Property Services* for trash and recycling collection services in Roberts Alley from 2nd Avenue North to 4th Avenue North.

Background

In March of 2018, the Solid Waste Division responded to a Request for Proposals for trash and recycling services in Roberts Alley that was advertised by the *Downtown Community Partnership & Folkways*.

After the Solid Waste Division was notified of providing the lowest and best proposal, the *Downtown Community Partnership* decided that management of the service between the City and the appropriate businesses was outside of their scope and therefore they declined to move forward with the agreement. *Folkways* then approached *Real Property Services*, given that they were familiar with the scope of work, and *RPS agreed to* oversee management of the services.

Please note that the fees for the service are as provided in the attached Resolution Prescribing Rates and Charges for Solid Waste Services (January 1, 2017) and may be amended from time to time. The initial agreement will commence on January 1, 2019, and be in effect until December 31, 2023.

Recommendation

Approve the attached agreement between City of Fargo and Real Property Services for trash and recycling services in Roberts Alley from 2nd Avenue North to 4th Avenue North.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

cc: Bruce Grubb, City Administrator

AGREEMENT FOR SERVICES BETWEEN CITY OF FARGO AND REAL PROPERTY SERVICES INC.

THIS AGREEMENT is made and entered into effective the 1st day of January, 2019, by and between the **CITY OF FARGO, a North Dakota municipal corporation** (hereinafter "City") and Real Property Services Inc., a Minnesota corporation, whose address is 29 North University Drive, Fargo, ND (hereinafter "RPS").

RECITALS:

WHEREAS, the Downtown Community Partnership, with the assistance of Joe Burgum doing business as "Folkways", requested proposals for trash and recycling collection services in the Roberts Alley between 2nd Avenue North and 4th Avenue North and the City has been designated as the successful proposer; and,

WHEREAS, as part of its intended arrangement, the Downtown Community Partnership, with the assistance of Joe Burgum doing business as "Folkways" has designated RPS to provide waste management services to property owners in Roberts's Alley that elect to utilized RPS for such services; and,

WHEREAS, the City and RPS wish to enter into a written agreement for the City's providing of trash collection and recycling services in said portion of Roberts Alley;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. City shall provide trash and recycling collection services to RPS in Roberts Alley from 2nd Avenue North to 4th Avenue North.

2. RPS will communicate, coordinate, and enter into formal agreement with the business owners or property owners that will be utilizing RPS waste management services;

3. Prior to commencement by the City of said trash and recycling collection services, RPS shall designate the locations for all trash and recycling containers to be installed to serve the business owners and property owners with which RPS has contracted for RPS' waste management services. RPS shall also secure written consent from the owner or owners of properties upon which said containers will be located. RPS will remit to the City, for City's approval, the said locations along with the said written property owner consents, for City's approval, which approval will not be unreasonably withheld. Once approved by the City, the City will provide trash and recycling collection services in accordance with the City's customary practices.

RPS will be responsible for container site maintenance, including and snow and ice removal. Sites & containers shall be accessible to City collection staff during all reasonable collection times:

4. As and for its compensation for the providing of these services, City shall be entitled to a monthly amount of compensation as approved by the Board of Fargo City Commissioners' January 1, 2017, *Resolution Prescribing Rates and Charges for Solid Waste Services* for all trash and comingled recycling services, and for $5.00 per container per stop for all separated recycling services, a copy of which Resolution is attached as Exhibit "A" and incorporated as if fully set forth herein.

5. The term of this contract shall be for a period of five (5) years commencing January 1, 2019 and ending December 31, 2023.

6. City of Fargo shall assume and incur no general liability under this contract.

7. Termination. The right is reserved by the City to terminate this agreement with or without cause upon ten (10) days' written notice to RPS.

   If the City terminates such agreement, it reserves the right to take such action as it deems necessary and appropriate to protect the interests of the City.

8. Persons with Disabilities. RPS shall ensure that no qualified disabled individual, as defined in 29 USE 706(7) and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives or benefits from the assistance under this agreement.

9. Hold Harmless. RPS shall save and hold harmless the City, its officers, agents, employees, and members from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of RPS or its subcontractors, agents, or employees under this agreement. It is hereby understood and agreed that any and all employees of RPS and all other persons employed by RPS in the performance of any of the services required or provided for under this agreement shall not be considered employees of the City, and that any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of any act or omission on the part of said RPS employees while so engaged in any of the services to be rendered under this agreement by RPS shall in no way be the obligation or responsibility of the City.

CITY OF FARGO,
a North Dakota municipal corporation,

By: _____
Timothy Mahoney, M.D.
Its: Mayor

ATTEST:

_____
Steven Sprague, City Auditor

Real Property Services Inc.,
a Minnesota corporation

By: _____
Tom Greene, its PRESIDENT
[position as officer of company]

CITY OF Fargo

Division of Solid Waste

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

Resolution Prescribing Rates and Charges for Solid Waste Services

(Amended January 1, 2017)

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 13-0518 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which garbage and recycling services are furnished and made available by the municipal garbage and recycling utility, effective January 1, 2017, and shall be reflected in the statements for garbage and recycling service prepared after that date; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2017 shall remain in full force and effect:

RATES ARE NON-NEGOTIABLE.

1. There shall be collected for each single family dwelling the following monthly charges for garbage service effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

2. There shall be collected from each multiple dwelling and/or apartment dwelling the following monthly charges for garbage service effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

Any multiple dwelling and/or apartment dwelling equipped with a commercial dumpster for garbage shall pay a monthly collection fee as described in paragraph 5. Said changes to be billed to and paid for by the property owner monthly.

3. There shall be collected from each mobile home court the following monthly charges for garbage service per mobile home effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

Any mobile home court equipped with a commercial dumpster shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

4. There shall be collected for each single family dwelling that chooses to participate in the single-stream recycling program the following monthly charges for recycling service, effective July 1, 2017:

Cart Size (Each)	Charge
Large (96-gallon)	$3.00

5. There shall be collected from each mobile home court the following monthly charges for recycling service per mobile home that chooses to participate in the single-stream recycling program, effective July 1, 2017:

Cart Size (Each)	Charge
Large (96-gallon)	$3.00

6. For persons 65 years of age or older who qualify for real estate homestead credit in accordance with section 57-02-08.1 of the North Dakota Century Code, the charge shall be $2.50 per month for garbage service and $1.00 per month for single-stream recycling service.

7. There shall be collected for containers and/or roll-offs the following monthly charges, effective January 1, 2017:

Cubic Yards	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	7/wk
1-1.5	48.50	96.99	145.49	193.98	242.48	290.98	339.47
2	58.02	116.04	174.07	232.09	290.11	348.13	406.15
3	67.55	135.10	202.64	270.19	337.74	405.29	472.84
4	77.07	154.15	231.22	308.30	385.37	462.44	539.52
6	96.13	192.25	288.38	384.50	480.63	576.76	672.88
8	115.18	230.36	345.53	460.71	575.89	691.07	806.25

$2.20/CY + $9.00/PICK-UP
COMPACTED TRASH 1.5 TIMES THE RATES LISTED ABOVE
FLAT GARBAGE CHARGE - $38.41/MONTH MINIMUM FOR NONCOMMERCIAL CONTAINER ACCOUNTS AS APPROVED BY ROUTE SUPERVISOR.

ROLL-OFF SERVICE:

Pulls:	$100.00/pull plus landfill fees $85.00/pull plus landfill fees if container is owned by the contractor $85.00/pull if load is recycled or incinerated
Rental:	$ 5.00/day excluding week-ends (the rental fee will be waived if one pull is made per week)

BE IT FURTHER RESOLVED, that effective January 1, 2017, there shall be charged to all users of the City of Fargo Sanitary Landfill the following charges:

All Landfill Waste	$43.00/ton
Private Haulers In-City	$42.00/ton
Inert Waste	$38.00/ton
Separated Demolition Material (free of debris) Untreated Wood, Trees, Pallets, Concrete	$38.00/ton
Compost Waste	$22.00/ton
Special Handling (Asbestos, Contaminated Soil)	$43.00/ton or $125.00 Minimum
Minimum Charge	$12.00/load
Weight Only	$10.00/each

BE IT FURTHER RESOLVED, that effective January 1, 2017, there shall be charged to all conditionally exempt small quantity generators (CESQGs) and those non-resident users not included in current landfill agreements with the City whom utilize the City of Fargo Household Hazardous Waste (HHW) facility, the following charges:

Acids/Bases	$0.95/lb.	Oxidizers	$1.04/lb.
Adhesives/Flammable Solids	$0.76/lb.	Paint (max. 50 1-gal cans/month)	
		Latex	$0.20/lb.
		Oil-based	$0.78/lb.
Aerosols	$1.07/lb.	PCB Ballasts	$1.28/lb.
		PCB Capacitors	$3.75/lb
Anti-freeze* (max. 10-gals/month)	$0.24/lb.	Photo Developer/Fixer	$0.95/lb.
Asbestos or Non-RCRA	$0.35/lb.	Poisons/Pesticides	$0.89/lb.
Lead Acid Batteries*	$2.02 each	Used Oil* (max. 10-gals/month)	$0.12/lb.
Cleaners/Solvents	$0.44/lb.	Dioxins** (wood preservatives)	$ (see below)
Flammable Liquids	$0.44/lb.	Mercury**	$6.00/lb
Electronics	$1.14/lb		
Fluorescent Bulbs (max. 36 bulbs/month)			
4 ft. and below	$1.00/each		
5 ft and above	$1.17/each		

*Not included in the 220/lbs./month CESOG limit specified in the North Dakota Solid Waste Management Rules.

**Dioxins, reactives and items not listed will be priced on a case-by-case basis.

2019 ROBERTS ALLEY CONTAINER LIST

1/2/2019

Location #1 - Roberts Commons Trash Room

COLLECTION	CONTAINER SIZE	QUANTITY	PICKUPS PER WEEK		MONTHLY COST
Garbage	2 yard	2	7	*	$812.30
Cardboard Recycling	2 yard	2	5	**	$200.00
Comingled Recycling	300 gallon	2	1	***	$36.00
			LOCATION TOTAL		**$1,048.30**

Location #2 - 300 Broadway "Trash Lane"

COLLECTION	CONTAINER SIZE	QUANTITY	PICKUPS PER WEEK		MONTHLY COST
Garbage	2 yard	2	7	*	$812.30
Cardboard Recycling	2 yard	2	5	**	$200.00
Comingled Recycling	300 gallon	2	1	***	$36.00
			LOCATION TOTAL		**$1,048.30**

* Per Current City of Fargo Resolution (see attached)
** $5.00/stop/container
*** $18.00 month/container if collected weekly

Please note that the charge for items alongside the containers or overflowing containers will be $13.00 per stop.

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. SW 16-03 Phase II

Type: Change Orders – SW16-03 Phase II Landfill Gas Expansion Project

Location: Solid Waste Division - Landfill

Date of Hearing: 12/13/18

Routing	Date
City Commission	12/1718
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Change Orders for SW16-03 Phase II Landfill Gas Expansion Project.

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc., Robert Gibb & Sons,* and *Rickard Electric Inc.* Construction on the project began in October (2018) and is scheduled for completion and startup in June of 2019. Awarded contract bid prices, change orders, and adjusted contract prices are as follows:

Contractor	Contractor	Contract Bid Price	Current Change Orders	Adjusted Contract Price
Gast Construction Co.	General Contractor (GC)	$580,322.00	$17,274.95	$597,596.95
Robert Gibb & Sons	Mechanical Contractor (MC)	$699,950.00	$1,055.00	$701,005.00
Rickard Electric	Electrical Contractor (EC)	$534,830.00	$7,062.01	$544,713.78
		$1,815,102.00	**$25,391.96**	**$1,843,315.60**

A detailed summary of each contractor recommended change order has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by Jim Hausauer, seconded by Ben Dow, the Utility Committee voted to approve the attached Change Orders for SW16-03 Phase II, Landfill Gas Compressor Station Expansion Project.

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

ATTEST:

Terry Ludlum
Solid Waste Utility Director

C: Tim Mahoney, Mayor
Commissioner Grindberg
Commissioner Piepkorn
Commissioner Strand

CITY OF Fargo

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

MEMORANDUM

To: Utility Committee
From: Terry Ludlum, Solid Waste Utility Director
Date: December 6, 2018
Subject: Change Orders – SW 16-03 Phase II Landfill Gas Expansion Project

---

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc.*, *Robert Gibb & Sons*, and *Rickard Electric Inc.* Construction on the project began in October (2018) and is scheduled for completion and startup in June of 2019. Awarded contract bid prices are as follows:

Contract	Contractor	Bid Price
General Contractor (GC)	Gast Construction Co.	$580,322.00
Mechanical Contractor (MC)	Robert Gibb & Sons	$699,950.00
Electrical Contractor (EC)	Rickard Electric	$534,830.00
	Total	**$1,815,102.00**

The following table shows the overall cost summary of the recommended changes by the contractors during this approval period (monthly):

Change Order	Contractor	Change Order Cost
GC – No. 1, 2	Gast Construction Co.	$17,274.95
MC – No. 1	Robert Gibb & Sons	$1,055.00
EC – No. 1	Rickard Electric	$7,062.01
	Total	**$25,391.96**

With Change Order approval, the updated contract amounts would be as follows:

Contract	Contractor	Bid Price
General Contractor (GC)	Gast Construction Co.	$597,596.95
Mechanical Contractor	Robert Gibb & Sons	$701,005.00
Electrical Contractor	Rickard Electric	$544,713.78
	Total	**$1,843,315.60**

Detailed Summary of Change Orders

The project cost impact due to **General Contractor** recommended changes are as follow:

No. 1: Re-routing of 8" water service connection from existing water main, service connection moved to allow access to hydrant, change 2" water service to copper and connect from existing 12"watermain in right-of-way. Install shut off valve in right-of-way for 8"PVC and 2" copper service. Cold weather excavation costs included.

Cost: $10,841.77

Reason: Fargo Building Code & Permit Review

No. 2: Relocation of temporary flare closer to compressor station building. Excavate and remove 18-inch valve from underneath new equipment pad, blind off existing header line below new equipment pad. Cold weather excavation costs included.

Cost: $6,433.18

Reason: Temporary flare moved closer to compressor station due to electrical service and landfill gas accessibility. Underground landfill gas piping work redesigned to accommodate increased building footprint. Largely unknown during design phase due to lack of original installation as-builds.

The project cost impact due to **Mechanical Contractor** recommended changes are as follow:

No. 1: Pressure testing of new 6" discharge connection line to existing landfill gas lines. Existing gas line runs to transfer station boilers and electric generator, approximately 4,600 feet in length.

Cost: $1,055.00

Reason: Regulatory Requirement (Montana Dakota Utilities)

The project cost impact due to **Electrical Contractor** recommended changes are as follow:

No. 1: Excavate and provide (4) 4" PVC conduits in a duct bank from the existing transformer pad to the new transformer site pad located east of the data vault. Encase conduits in concrete per specs. Provide conduit for secondary conductors from the transformers to the CT can.

Cost: $7,062.01

Reason: Redesign in transformer work by electric service provider (Cass County Electric). CCEC opted to replace existing transformer and electrical service connections during SW16-03 Phase II construction. Electrical service was original to LFG compressor station project (2001). Cold weather excavation costs included.

Please note that this project was originally advertised with a closing date of June 27, 2018, and all bids were formally rejected due to a lack of qualifying bids.

Process for Amending the Contract Documents; Changes in the Work

As provided in ***Article 11*** of ***Project SW16-03 Specifications,*** and to avoid substantial construction schedule delays, *Work Change Directives (WCD)* have been issued for the additional work. Acceptance of *WCD*s by Solid Waste (City) staff are provided after review and negotiation of contractor recommended work through contractor provided *Proposal Requests.* WCDs are incorporated into subsequent *Change Orders* through formal Utility Committee and City Commission approval.

Recommendation

Approve the contract *Change Orders* with the three *Multiple Prime Contractors* on Project SW16-03 Phase II Landfill Gas Expansion Project.

Change Order No. Gast No. 1

Date of Issuance: November
Effective Date: November 1, 2018

Owner: City of Fargo Division of Solid Waste
Owner's Contract No.: SW 16-03

Contractor: Gast Construction
Contractor's Project No.:

Engineer: Wenck Associates Inc.
Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion
Contract Name:

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

Description: Re-routing of 8" water service connection from existing water main located north of 12th Avenue to the existing Landfill Gas Compression Building. Service connection moved to the east to allow for better access to the hydrant. Change 2" service to copper and connect from the existing 12" water main in the right-of-way. Install shut-off valve in the right-of-way for both the 8" PVC service and the 2" copper service.

Attachments: Replace drawing number 0140-C-102 Finished Grading Plan, Revision 0, Dated May 24, 2018 with revised drawing number 0140-C-102 Finished Grading Plan, Revision 2, Dated November 1, 2018.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 580, 322.00	Original Contract Times: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: No Change Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 580,322.00	Contract Times prior to this Change Order: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $ 10,841.77	[Increase] [Decrease] of this Change Order: Substantial Completion: No Change Ready for Final Payment: No Change days or dates
Contract Price incorporating this Change Order: $ 591,163.77	Contract Times with all approved Change Orders: Substantial Completion: No Change Ready for Final Payment: No Change days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Mark Deardy	By:	By: Gast Construction Co., Inc.
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title Project Manager
Date: November 29, 2018	Date	Date 11/30/2018

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

PROPOSAL REQUEST

Gast GENERAL CONTRACTORS

Date:	11/8/18	**Project:**	Landfill Gas Compression Building
To:	Wenck	**Location:**	Fargo, ND
Attn:	Mark Deady	**Architects PR #:**	G-01
Address:	Fargo, ND	**Description:**	Site Utility Changes.

Please review the following proposal.

Gast Construction:

Category	MH	Rate		Total
Labor, Supervisor	1	$65.00	$	65.00
Labor, Carpenter	0	$60.00	$	-
Material			$	-
Misc. Consumables			$	-
Subtotal			$	65.00
OH/P	10%		$	6.50
Total #1			$	71.50

Subcontractor / Supplier:
Pioneer Excavating
Mead and Hunt
K&L Construction

Quote			Total
Pioneer Excavating		$	8,357.40
Mead and Hunt		$	400.00
K&L Construction		$	1,500.00
Subtotal		$	10,257.40
OH/P	5%	$	512.87
Total #2		$	10,770.27

Total #1	$	71.50
Total #2	$	10,770.27

Grand Total for Proposal: **$ 10,841.77**

From: Cody McLaren
Project Manager

Acceptance Signature: _____
Title: _____
Owner/Architect: _____
Date: _____

CC:

Fargo 3410 39th St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107

Change Order No. Gast No. 2

Date of Issuance: November 29, 2018
Effective Date: November 1, 2018

Owner: City of Fargo Division of Solid Waste
Owner's Contract No.: SW 16-03

Contractor: Gast Construction
Contractor's Project No.:

Engineer: Wenck Associates Inc.
Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion
Contract Name:

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

Description: Relocation of Temporary Flare to location closer to the building. Route cabling and conduit from existing Service Panel to new compressor location. Remove existing 18-inch valve from below the new proposed H2S equipment pad east of the existing building. Blind off existing header line below new equipment pad.

Attachments: Replace drawing number 0140-C-103 Temporary Blower Flare, Revision 0, Dated May 24, 2018 with revised drawing number 0140-C-103 Temporary Blower Flare, Revision 2, Dated November 8, 2018.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 580,322.00	Original Contract Times: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1: $ 10,841.77	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: No Change Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 591,163.77	Contract Times prior to this Change Order: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $ 6,433.18	[Increase] [Decrease] of this Change Order: Substantial Completion: No Change Ready for Final Payment: No Change days or dates
Contract Price incorporating this Change Order: $ 597,596.95	Contract Times with all approved Change Orders: Substantial Completion: No Change Ready for Final Payment: No Change days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: Gast Construction Co., Inc.
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title _____	Title Project Manager
Date: November 29, 2018	Date _____	Date 12/3/2018

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

PROPOSAL REQUEST

Gast GENERAL CONTRACTORS

Date:	11/19/2018	**Project:**	Landfill Gas Compression Building
To:	Wenck	**Location:**	Fargo, ND
Attn:	Mark Deady	**Architects PR #:**	G-01
Address:	Fargo, ND	**Description:**	Electrical changes from moving the flare and capping valve under proposed floor slab.

Please review the following proposal.

Gast Construction:

Category	MH	Rate		Total
Labor, Supervisor	6	$65.00	$	390.00
Materials	1	$1,543.00	$	1,543.00
Heat	1	$300.00	$	300.00
Material			$	-
Misc. Consumables			$	-
Subtotal			$	2,233.00
OH/P	10%		$	223.30
Total #1			$	2,456.30

Subcontractor / Supplier:
REI

Quote		Total
REI	$	2,315.00
DL Jones Construction	$	1,472.50
Subtotal	$	3,787.50
OH/P 5%	$	189.38
Total #2	$	3,976.88

Total #1	$	2,456.30
Total #2	$	3,976.88

Grand Total for Proposal: **$ 6,433.18**

From: Cody McLaren
Project Manager

Acceptance Signature: _____
Title: _____
Owner/Architect: _____
Date: _____

CC:

Fargo 3410 39th St. SW Fargo, ND 58103 Phone:(701) 235-3454 Fax:(701) 356-0225
Wahpeton Box 833 Wahpeton, ND 58074 Phone:(701) 642-6317 Fax:(701) 642-3107

Change Order No. Gibb No. 1

Date of Issuance: December 3, 2018
Effective Date: December 3, 2018

Owner: City of Fargo Division of Solid Waste
Owner's Contract No.: SW 16-03

Contractor: Robert Gibb & Sons
Contractor's Project No.:

Engineer: Wenck Associates Inc.
Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion
Contract Name:

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

Description: Contractor to perform pressure testing of new treated discharge 6-inch connection line to existing buried gas line to landfill connections to existing boiler and generator. Existing gas line is approximately 4,600 feet long from the as compression building to the location of the existing boiler and generator location.

Contractor shall cease testing operations if level of effort exceeds the anticipated scope of work.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 699,950.00	Original Contract Times: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: No Change Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 699,950.00	Contract Times prior to this Change Order: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $ 1,055.00	[Increase] [Decrease] of this Change Order: Substantial Completion: No Change Ready for Final Payment: No Change days or dates
Contract Price incorporating this Change Order: $ 701,005.00	Contract Times with all approved Change Orders: Substantial Completion: No Change Ready for Final Payment: No Change days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Matt Dealy	By:	By: Tim Singelmann
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title Estimator/Project Manager
Date: December 3, 2018, 2018	Date	Date December 3, 2018

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

205 40th Street Southwest
PO Box 10188 (58106)
Fargo, North Dakota 58103
Phone: 701.282.5900
Fax: 701.281.0819

November 30, 2018

Mr. Mark Deady
Project Manager
Wenck
1800 Pioneer Creek Center
Maple Plain, MN 55359

RE: Fargo Landfill Gas Compression System Expansion, Project NO. SW-16-03
Test Existing 6'Gas Line

Dear Mark,

Please find listed below our costs associated with testing the existing 6" gas line to the landfill generator and boiler.

Piping Labor:	$ 959
10% Contractor Overhead & Profit:	$ 96
Total:	**$1,055**

If you have any questions please feel free to contact our office at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS

Tim Singelmann
Tim Singelmann

Change Order No. REI -01

Date of Issuance: December 5, 2018
Effective Date: December 5, 2018

Owner: City of Fargo Division of Solid Waste
Owner's Contract No.: SW 16-03

Contractor: Rickard Electric
Contractor's Project No.:

Engineer: Wenck Associates Inc.
Engineer's Project No.: 0208-0140

Project: Landfill Gas Compression System Expansion
Contract Name:

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

Description: Provide four 4-inch conduits and cabling from existing transformer in a concrete duct bank to the CT Panel located east of the existing transformer. Cass County Electric decided to provide the new transformer at the existing transformer location which is not what was include in the Site Electrical Plan (Drawing 0140-ELEC-0101).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 534,830.00	Original Contract Times: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: $ 0	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __: Substantial Completion: No Change Ready for Final Payment: _____ days
Contract Price prior to this Change Order: $ 534,830.00	Contract Times prior to this Change Order: Substantial Completion: June 30, 2019 Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: $ 7,062.01	[Increase] [Decrease] of this Change Order: Substantial Completion: No Change Ready for Final Payment: No Change days or dates
Contract Price incorporating this Change Order: $ 541,892.01	Contract Times with all approved Change Orders: Substantial Completion: No Change Ready for Final Payment: No Change days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Matt Dawdy	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Project Manager	Title	Title President
Date: December 5, 2018	Date	Date 12/6/2018

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

PROPOSAL 2824

RICKARD ELECTRIC, INC.
Electrical Contractors
1220 41st Street NW
Fargo, North Dakota 58102
(701) 281-0766 FAX (701) 282-3239

EMAIL ADDRESS: darrin@reifargo.com
WEB SITE: www.reifargo.com

TO: WENCK ASSOCIATES
3310 FIECHTNER DRIVE S
FARGO, ND 58103

PHONE:	DATE: 12/5/2018

JOB NAME/LOCATION
FARGO LANDFILL CHANGE ORDER 01
FARGO LANDFILL
FARGO
ND
58103

JOB NUMBER:	JOB PHONE: (701) 297-9600

We hereby submit an estimate for:
ELECTRICAL WORK TO PROVIDE CONDUIT FOR SECONDARY CONDUCTORS FROM THE TRANSFORMER TO THE CT CAN

- THIS WORK WILL BE TO PROVIDE (4) 4 INCH PVC CONDUITS IN A DUCT BANK FROM THE EXISTING TRANSFORMER PAD TO THE PAD EAST OF THE DATA VAULT.
- CT CAN AND DISCONNECT WILL BE MOUNTED ON THEIR OWN PAD EAST OF THE DATA VAULT
- LOCATION OF OUR PAD WILL BE IN A LOCATION CLOSE TO WHAT IS REPRESENTED ON THE SITE PLAN (DWG # 0140-ELEC-0101
- CONDUITS WILL BE ENCASED IN CONCRETE PER SPECS

***THIS WORK HAS BEEN COORDINATED WITH CASS COUNTY ELECTRIC. THE NEW TRANSFORMER WILL BE SWAPPED WITH THE EXISTING AND BE INSTALLED ON A NEW FIBERGLASS VAULT SUPPLIED BY CASS COUNTY ELECTRIC. 4 - 4" CONDUITS WAS SIZED BY CASS COUNTY ELECTRIC BY WILL KRONBERG

WE PROPOSE hereby to furnish material and labor-complete in accordance with the above specifications, for the sum of:
SEVEN THOUSAND SIXTY TWO AND 01/100 dollars ($7,062.01)
Payment to be made as follows: UPON INVOICE

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed upon only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Authorized Signature Darrin Dietrich

Note: This proposal may be withdrawn by us if not accepted within 30 days

ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

31

December 17, 2018

Board of City Commissioners
City Hall - 200 N 3rd Street
Fargo, ND 58102

Dear Commissioners:

In November the City of Fargo Transit Department advertised for Architectural and Engineering services to renovate the Ground Transportation Center (GTC). The procurement was to engage the services of a firm to design the renovation, bid the necessary pieces/services and oversee the actual construction of the renovation (Design, Bid, Build). One bid was received in response to the advertised project.

Input from other potential bidders indicated further clarification of the project was needed and the timeline was too abbreviated for an adequate response. In addition, due to the projected cost of the project (approximately $3,000,000), federal guidelines recommend obtaining two to three bids.

We did reserve the right to reject bids within the bid documents, which we are recommending at this time.

The requested motion: The City of Fargo reject the one bid received and rebid the *Ground Transportation Center (GTC) Renovation as a Request for Proposal (RFP) for Design/Bid/Build services.*

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

CITY OF
Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

32

December 17, 2018

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

Dear Commissioners:

The State of North Dakota has made $2,732,000 available in grant funding for the purchase of public transit vehicles. The grant opportunity stems from NDDOT receiving a grant for new or replacement *vehicles* for rural, urban and intercity bus operations. The Transit Department is requesting funding the local share of $462,000 (the federal share of the purchase is $2,008,000) to replace four (4) 2007 fixed route buses and six (6) paratransit buses. These vehicles would be procured in 2019 for delivery in 2020.

The Transit Development Plan identified the need to upgrade and replace outdated equipment, plus renovate/rehab/expand facilities to meet the demands of transit growth in the area especially as we migrate towards a regional transit authority. With the purchase of these ten vehicles, Fargo Transit will return to a regular vehicle replacement schedule.

The grant application for the purchase of the replacement vehicles is due January 3, 2019. The CFDA is 20.526 is the funding source.

The requested motion is to approve submittal of the grant, the local share of $462,000 and upon successful receipt of funds, approval of the grant execution. Thank you.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

Printed on Recycled paper.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-C1 Type: Change Order #1

Location: 13th Ave S – 45th St to 9th St (WF) Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Baker

The Committee reviewed the accompanying correspondence from Project Manager, Jason Baker, for Change Order #1 in the amount of $111,114.40, bringing the total contract amount to $8,911,687.65. The City of West Fargo will reimburse the City in the amount of $32,004.48 for costs relating to Change Order #1.

Staff is recommending approval of Change Order #1 in the amount of $111,114.40 bringing the total contract amount to $8,911,687.65.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 to Master Construction.

RECOMMENDED MOTION
Approve Change Order #1 in the amount of $111,114.40 to Master Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Traffic, Sales Tax, Utility Funds, Special Assessments & City of West Fargo

	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	☑	☑	☐	
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

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Jason Baker, Project Manager

Date: December 5, 2018

Re: Improvement District #BR-18-C1 - Change Order #1

Background:

Improvement District No. BR-18-C1 purpose is to replace underground utilities, replace and widen the roadway surface and replace traffic signals on 13th Avenue South from 47th Street to 12th Street E (West Fargo). This project is in conjunction with the City of West Fargo.

Change Order #1 is an increase to the unit price for the changeable message boards to account for the difference in the base price and the requested options. The increase in cost for this is $7,073. It also is for the video detection at the temporary 48th Street signal location. This was to help ensure efficient traffic flow during construction. The City of Fargo will retain possession of the video detection and will be able to use it at future intersections that are under construction. The increase in cost for the video detection is $20,891.72. At 48th Street and 13th Avenue S it was decided to switch from standard mast arms to combo mast arms. This will increase the cost an additional $1,700. Also, the pedestrian crosswalk striping at 45th Street and 13th Avenue S will be updated to match the new crosswalk striping standard. This will increase the cost $19,157.40 for striping. The City of West Fargo requested the existing video detection be replaced at 17th Street E (52nd Street). It was determined after the project was bid that the current system was out of date and needs replacing. This intersection's signal costs are split equally between Fargo and West Fargo. The total increase for the new video detection system is $46,500 or $23,250 per City. The City of West Fargo also requested new fiber optic cable from 9th Street E to 17th Street E for a cost of $8,754.48.

No additional days will be required for the additional work.

Recommended Motion:

Approve Change Order #1 in the amount of $111,114.40 ($32,004.48 from West Fargo)

JMB/klo

Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-18-C1	**Change Order No**	1
Project Name	Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals, Street Lighting, Sidewalks & Inciden		
Date Entered	9/11/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Change Order #1

13th Avenue South between 45th Street and 12th Street E (WF) Change Order #1 is an increase to the unit price for the changeable message boards to account for the difference in the base price and the requested options. The increase in cost for this is $7,073. It also is for the video detection at the temporary 48th Street signal location. This was to help ensure efficient traffic flow during construction. The City of Fargo will retain possession of the video detection and will be able to use it at future intersections that are under construction. The increase in cost for the video detection is $20,891.72. At 48th Street and 13th Ave S it was decided to switch from standard mast arms to combo mast arms. This will increase the cost an additional $1,700. Also the pedestrian crosswalk striping at 45th Street and 13th Avenue S will be updated to match the new crosswalk striping standard. This will increase the cost $19,157.40 for striping. The temporary traffic signal at 45th St and 7th Ave N incurred extra work because the Magellan Pipeline gas line was fixed and one of the temporary signal poles had to be moved to accommodate those repairs. The additional cost to move and restring the temporary signal is $7,037.80. The City of West Fargo requested the existing video detection be replaced at 17th St E(52nd St). It was determined after the project was bid that the current system was out of date and needs replacing. This intersection's signal costs are split equally between Fargo and West Fargo. The total increase for the new video detection system is $46,500 or $23,250 per City. The City of West Fargo also requested new fiber optic cable from 9th Street E to 17th Street E for an cost of $8,754.48.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Paving	95	Traffic Control - Changeable Message Board	EA	2.00	0.00	2.00	-2.00	0.00	14,075.00	-28,150.00
								Paving Sub Total ($)		-28,150.00
Traffic Signals Improvements	109	F&I Signal Standard Type IV - 55' MA	EA	1.00	0.00	1.00	-1.00	0.00	29,800.00	-29,800.00
	110	F&I Signal Standard Type IV - 61' MA	EA	1.00	0.00	1.00	-1.00	0.00	32,300.00	-32,300.00
	116	F&I Signal Standard Combo - 61' MA	EA	0.50	0.00	0.50	1.00	1.50	32,900.00	32,900.00
	270	F&I Detection - Video System	EA	1.00	0.00	1.00	0.50	1.50	46,500.00	23,250.00
	295	F&I Pull Box PVC	EA	9.00	0.00	9.00	1.00	10.00	1,100.00	1,100.00
	296	F&I Pull Box Polymer Conc	EA	1.50	0.00	1.50	1.00	2.50	2,600.00	2,600.00
	316	F&I Detection - Video System	EA	0.00	0.00	0.00	1.00	1.00	20,891.72	20,891.72
	317	F&I Fiber Optic Cable	LF	0.00	0.00	0.00	2,747.00	2,747.00	1.84	5,054.48
	320	Extra - TrafficControl/Signals	LS	0.00	0.00	0.00	1.00	1.00	7,037.80	7,037.80
	321	F&I Signal Standard Combo - 55' MA	EA	0.00	0.00	0.00	1.00	1.00	30,900.00	30,900.00
								Traffic Signals Improvements Sub Total ($)		61,634.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Striping - Pavement Marking	156	F&I Grooved Plastic Film 6" Wide	LF	348.00	0.00	348.00	-348.00	0.00	8.20	-2,853.60
	159	F&I Grooved Plastic Film 24" Wide	LF	652.00	0.00	652.00	638.00	1,290.00	34.50	22,011.00
									Striping - Pavement Marking Sub Total ($)	19,157.40
City of Fargo	318	F&I Detection - Video System	EA	0.00	0.00	0.00	0.50	0.50	46,500.00	23,250.00
	319	Traffic Control - Changeable Message Board	EA	0.00	0.00	0.00	2.00	2.00	17,611.50	35,223.00
									City of Fargo Sub Total ($)	58,473.00

Summary

Source Of Funding	City of West Fargo Funds, Special Assessments, Traffic Engineering Funds - 101, Utility Funds - Water - 501
Net Amount Change Order # 1 ($)	111,114.40
Previous Change Orders ($)	0.00
Original Contract Amount ($)	8,800,573.25
Total Contract Amount ($)	8,911,687.65

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/19/2018	11/16/2018	0.00	0.00	10/19/2018	11/16/2018

Description

APPROVED

For Contractor

Scott Ahlf - Master Const. Project Manager

Title

APPROVED DATE

Department Head 12/11/18

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

36

Improvement District No. BN-18-K1 Type: Time Extension (CO #2)

Location: Sheyenne Loop Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension due to a delay in the delivery of street light poles from the manufacturer.

Staff has reviewed the request and is recommending that the installation of the street light poles be removed from the Substantial Completion date and be placed within the Final Completion date. Due to the uncertainty of the delivery date, a time extension of 61-days to the Final Completion date is justified.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension as described above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the times extension (CO #2).

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

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

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

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Jason Leonard, Project Engineer

Date: December 5, 2018

Re: Improvement District No. BN-18-K1 – Time Extension Change Order #2

Background:
Improvement District No. BN-18-K1 is for the new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

Fox Underground is the Contractor for this project. Fox Underground is requesting a time extension to substantial completion date for the placement of the street light poles as the delivery of the poles are currently back ordered. The Contractor was told that the poles should be shipped in late November or December. Engineering staff has reviewed the request and is recommending that the installation of the street light poles be removed from the substantial completion date and be placed within the final completion date. With the uncertainty of the delivery date of the street light pole and to give the Contractor time to install the light poles and fixtures, a time extension of 61 days to the final completion date is justified.

Recommended Motion:
Approve Change Order #2 for the time extension as shown in the table below to the new substantial completion date as shown below:

Original Completion Dates	Revised This Memo
Final – November 15, 2018	**Final – January 15, 2019**

JTL\KLO
Attachments

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-18-K1	**Change Order No**	2
Project Name	Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	12/5/2018	**For**	Fox Underground

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

EXPLANATION OF CHANGE: Change Order # 2

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

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	
Previous Change Orders ($)	37,845.00
Original Contract Amount ($)	302,391.31
Total Contract Amount ($)	340,236.31

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/26/2018	10/21/2018	0.00	86.00	10/26/2018	01/15/2019

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

Fox Underground is the Contractor for this project. Fox Underground is requesting a time extension to substantial completion date for the placement of the street light poles as the delivery of the poles are currently back ordered. The Contractor was told that the poles should be shipped in late November or December. Engineering staff has reviewed the request and is recommending that the installation of the street light poles be removed from the substantial completion date and be placed within the final completion date. With the uncertainty of the delivery date of the street light pole and to give the Contractor time to install the light poles and fixtures, a time extension of 61 days to the final completion date is justified.

25 Days were added to adjust clerical errors.

APPROVED

For Contractor

Fox Underground, Inc.

Title

Vice President

APPROVED DATE

Department Head

12/11/18

Mayor

Attest

FX UNDERGROUND

October 25th, 2018

Jason Leonard
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Light Poles

We are requesting additional time for the substantial completion of Improvement District # BN-18-K1 Storm Sewer, PC Concrete Paving, Street Lights and Incidentals.

The light poles are back ordered for the project and we are being told they are scheduled to be shipped in late November or December. I will keep you up to date as we get more information or if anything changes on the delivery of the light poles.

Sincerely,

Scott Sanders
Vice President

701.492.2778 PO Box 739, West Fargo, ND 58078 Fax: 701.532.0351

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

37

Improvement District No. BN-16-H1 Type: Change Order #2 & Time Extension

Location: 53 Ave S, 52 Ave S to 63 St S Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #2 & time extension requested by Border States Paving. A 19-day time extension has been requested due to additional items being added to the project.

Staff is recommending approval of change order #2, in the amount of $31,253.21, and a 19-day time extension adjusting the Substantial Completion Date to August 18, 2018 and the Final Completion Date to September 17, 2018.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 & time extension as described above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $31,253.21, bringing the total contract amount to $964,730.91 and the time extension to the Substantial and Final Completion dates.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Scott Olson, Project Manager

Date: November 30, 2018

Re: Improvement District #BN-16-H1 – Change Order #2 and Time Extension Request

---

Improvement District BN-16-H1 consists of improving 53rd Avenue South by installing Asphalt Pavement, Storm Sewer, Concrete Curb & Gutter, Street Lighting and Sidewalk between 52nd Avenue South and 63rd Street South in South Fargo.

Border States Paving (Border States) has requested an additional nineteen (19) days be added to the completion dates and be compensated the costs for items added to the project at the request of the City. The additional items, costs and requested time associated include:

- Raising 6 existing hydrants to proper elevations following construction.	2 Days	$ 7,296.62
- Gate Valve Adjustment and Repair at Properties Near Project	2 Days	$ 2,909.15
- Adjustment of Inlets at Corner of 53rd Ave and 63rd St	4 Days	$ 0.00
- Installation of Corrugated Steel Culvert at Proper to Facilitate Drainage	1 Day	$ 2,034.11
- Hauling Excess Clay Hauled to Site Following Grade Adjustment	5 Days	$ 0.00
- Installation of Storm Sewer Inlets and Piping Added for Drainage on 6010 53rd ave S to Facilitate Drainage at Parking Lot	2 Days	$19,013.33
- Adjusting Driveway and Sidewalk Forms following Grade Adjustment on Site	1 Day	$ 0.00
- Addition of Driveway at 5908 53rd Ave S	1.5 Days	$ 0.00
- Additional Concrete Work to Properly Drain Driveway at 5917 53rd Ave S	0.5 Days	$ 0.00
Totals	**19 Days**	**$31,253.21**

The attachment to this memo shows the cost breakdown for each additional item described above.

The 19 days added to the Contract will adjust the Substantial Completion Date to August 18, 2018 and the Final Completion Date to September 17, 2018. This change in contract completion dates will result in total Liquidated Damages of $42,840.00

Recommended Motion:
Approve the described 19 day time extension request to adjust the Substantial Completion Date to August 18, 2018 and the Final Completion Date to September 17, 2018 and additional work items increasing the contract amount to $964,730.91.

Attachment
SEO

C: Thomas Knakmuhs
Brenda Derrig

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-16-H1	**Change Order No**	2
Project Name	Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting, Sidewalk & Incidentals		
Date Entered	11/30/2018	**For**	Border States Paving Inc

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

EXPLANATION OF CHANGE: Time Extension Request and added items.

Additional items were needed to complete the project. These items required additional days be added to the substantial and final completion.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Storm Sewer	59	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	19,013.33	19,013.33
	60	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	2,034.11	2,034.11
									Storm Sewer Sub Total ($)	21,047.44
Water Main	61	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	7,296.62	7,296.62
									Water Main Sub Total ($)	7,296.62
Extra Work	62	Extra - WaterMains	LS	0.00	0.00	0.00	1.00	1.00	2,909.15	2,909.15
									Extra Work Sub Total ($)	2,909.15

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 2 ($)	31,253.21
Previous Change Orders ($)	21,000.00
Original Contract Amount ($)	912,477.70
Total Contract Amount ($)	964,730.91

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

07/30/2018	08/29/2018	19.00	19.00	08/18/2018	09/17/2018
Description	Added items including additional storm sewer inlets, gate valve adjustments and hydrant extensions.				

APPROVED

For Contractor
BORDER STATES PAVING, INC

Title
PROJECT MGR

APPROVED DATE

Department Head 12/11/18

Mayor

Attest

BORDER STATES PAVING INC.
Highways to Driveways
ASPHALT PAVING CONTRACTORS
EQUAL OPPORTUNITY EMPLOYER

4101 32nd Street North
PO Box 2586
Fargo, N.D. 58108-2586
Office: 701.237.4860
Fax: 701.237.0233
www.borderstatespaving.com

November 27, 2018

Project BN-16-H1 53rd Ave South

Scott,

As requested, I am following up on description of the extras that were performed on the project.

- 6 Hydrants raised to proper elevation. 2 days
- Gate Valve adjustment outside of roadway. 2 days
- Adjustment of inlets outside of roadway which includes the structure modification and pipe installation required on the NW corner of 53rd Ave and 63rd St. 4 days
- Installation of CSP next to Sunbelt. 1 day
- Hauling of excess clay. 5 days
- Installation of 2 inlets on south side of roadway by Dirt Dynamics. 2 days

The information can be combined with the previous cost data supplied for the cost of materials, labor and equipment.

Further I have included the information supplied by All Finish as requested for consideration.

16 Days
$50

If anything else is required, please contact me in regards to the pending change order.

Respectfully submitted,

Jeffery P Woods

ALL FINISH
CONCRETE

801 Christianson Drive West, West Fargo, ND 58078
Phone: (218) 287-1151
Email: kevins@allfinishconcrete.com or scott@allfinishconcrete.com

Project Delays

Contractor: Border States Paving

Project: BN-16-H1

Below is a compilation of the delays we encountered on the BN-16-H1 Project:

1. Delay in our schedule for waiting on the inlet to arrive and be installed – ~~15 Days~~ NO
2. Creating grade and slope within spec for each properties driveway and sidewalk (19 properties @ 6 hours each) – ~~11.5 Days~~ 1 Additional
3. 1st driveway on east side at 52nd avenue intersection (not shown on plan) – 1.5 Days ok
4. 1st driveway on west side at 52nd avenue intersection (repour extra private area with drainage issues) - .5 Days ok

3 Days

Total Days from above described delays – 28.5 Days

Respectfully,

19 TOTAL
SO

Scott Adelman

All Finish Concrete, Inc.

Border States Paving, Inc
4101 32nd St N
Fargo ND 58102

JOB: BN-16-H1

Location: 53rd Ave S

City of Fargo Engineering
C/O Scott Olson

Extra Work: Raise 6 Hydrants 8-9-18

Materials

DSG Invoice E142460	$ 2,195.16	
DSG Invoice E084844	$ 2,222.86	
DSG Invoice E087520	$ 97.85	
Subtotal	$ 4,515.87	
25% Overhead & Profit	$ 1,128.97	
Total Materials:		$ 5,644.84

Labor

Randy Schatz	7.5	Hours @	$ 28.70	$ 215.25	
Devin Schatz	3	Hours @	$ 27.00	$ 81.00	
Brent Stoner	5	Hours @	$ 41.18	$ 205.90	
Tom Poppel	1	Hours @	$ 27.00	$ 27.00	
Mike Hansen	1	Hours @	$ 27.00	$ 27.00	
Subtotal				$ 556.15	
Plus 24% Payroll Taxes				$ 133.48	
Subtotal				$ 689.63	
Plus 25% Overhead & Profit				$ 172.41	
Total Labor:					$ 862.03

Equipment Rental

Cat 299D Skid Steer 3-014	7	Hours @	$ 38.25	$ 267.75	
Bobcat E50 Excavator 3-065	3	Hours @	$ 36.00	$ 108.00	
Chevrolet HD 2500 1-019	7.5	Hours @	$ 19.50	$ 146.25	
Bobcat Skid Loader 3-024	2	Hours @	$ 38.25	$ 76.50	
Mechanic Truck 1-128	5	Hours @	$ 38.25	$ 191.25	
					$ 789.75

Grand Total Labor, Material & Equipment $ 7,296.62

INVOICE DATE	INVOICE NO.
09/20/18	E142460

REMIT TO

DAKOTA SUPPLY GROUP
SDS 12-2439
PO BOX 86
MINNEAPOLIS, MN. 55486-24
701-237-9440

DSG
DAKOTA SUPPLY GROUP
For all the right connections!

ORDERED BY
RANDY

Page 01

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NUMBER JOB NAME
08/31/18	09/18/18	E142460	JRJ	62-17 HYD EXT.	62-17

SOLD TO: 010214
BORDER STATES PAVING INC
BOX 2586
FARGO, ND 58108 2586

SHIP TO:
CUSTOMER PICKUP
LYNN
4557 15th Ave North
Fargo, ND 58102

	DESCRIPTION		QUANTITY ORDERED	UNIT MSR	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
001	HAX-18 B62B HYD EXT 18" LONG AMERICAN FLOW CONTROL	137366	3	EA		3	680.67	EA	2042.01

YOUR BUSINESS IS APPRECIATED.
PLEASE CALL IF WE CAN BE OF
ASSISTANCE. THANK YOU.

Dave 62-17
Bob

Thank You!

A SERVICE CHARGE OF UP TO 1.5% (18% ANNUAL) IS MADE ON PAST DUE ACCOUNTS.

SUBTOTAL	2042.01
OTHER	.00
7.500 TAX	153.15

SHIPPED VIA	SHIPPED FROM	DUE DATE	INVOICE TOTAL
PICKUP	COUNTER-FARGO WATER EQ	10/25/18	2195.16

Please note our remittance address is for PAYMENTS ONLY. All other correspondence should be sent to your local DSG branch.
Save time and money: Dakota Supply Group Inc. offers ACH payments and electronic invoicing by fax or email
Please contact us if you are interested!

AMS-189

INVOICE DATE	INVOICE NO.
08/10/18	E084844

REMIT TO

DAKOTA SUPPLY GROUP
SDS 12-2439
PO BOX 86
MINNEAPOLIS, MN. 55486-24
701-237-9440

DSG
DAKOTA SUPPLY GROUP
For all the right connections!

ORDERED BY
JEFF

Page 01

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NUMBER JOB NAME
08/09/18	08/09/18	E084844	RVJ	62-17 JEFF	62-17 JEFF

SOLD TO: 010214
BORDER STATES PAVING INC
BOX 2586
FARGO, ND 58108 2586

SHIP TO:
CUSTOMER PICKUP
JEFF
4557 15th Ave North
Fargo, ND 58102

	DESCRIPTION		QUANTITY ORDERED	UNIT MSR	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
001	MAX-18 B62B HYD EXT 18" LONG AMERICAN FLOW CONTROL	137366	2	EA		2	680.67	EA	1361.34
002	MAX-06 B62B HYD EXT 6 IN LONG AMERICAN FLOW CONTROL	137364	1	EA		1	489.46	EA	489.46
003	69 2-9 VAL BX EXTN SCR RITE-HITE STAR# VBAR09 TYLER UNION	036585	2	EA		2	26.27	EA	52.54
004	MR1733-4 R1733-2004 26"X4" MAN FRAME MH/DOT 700-4 NEENAH FOUNDRY CO	135460	1	EA		1	145.49	EA	145.49
005	MHAR271.25 27"X1-1/4" MH ADJ RING HDPE 69/PLT LADTECH # 27R-125 LADTECH INC	135452	1	EA		1	18.94	EA	18.94

YOUR BUSINESS IS APPRECIATED.
PLEASE CALL IF WE CAN BE OF
ASSISTANCE. THANK YOU.

Job 62-17
Per Jeff
Bob

Thank You!

A SERVICE CHARGE OF 0 TO 1.5% (18% ANNUAL) IS MADE ON PAST DUE ACCOUNTS.

SUBTOTAL	2067.77
OTHER	.00
7.500 TAX	155.09
INVOICE TOTAL	2222.86

SHIPPED VIA	SHIPPED FROM	DUE DATE
PICKUP	COUNTER-FARGO WATER EQ	09/25/18

Please note our remittance address is for PAYMENTS ONLY. All other correspondence should be sent to your local DSG branch.
Save time and money: Dakota Supply Group Inc. offers ACH payments and electronic invoicing by fax or email
Please contact us if you are interested!

AMS-210

INVOICE DATE	INVOICE NO.
08/10/18	E087520

REMIT TO

DAKOTA SUPPLY GROUP
SDS 12-2439
PO BOX 86
MINNEAPOLIS, MN. 55486-24
701-237-9440

DSG
DAKOTA SUPPLY GROUP
For all the right connections!

ORDERED BY
JEFF

Page 01

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NUMBER JOB NAME
08/09/18	08/09/18	E087520	RVJ	62-17	62-17

SOLD TO: 010214
BORDER STATES PAVING INC
BOX 2586
FARGO, ND 58108 2586

SHIP TO:
CUSTOMER PICKUP
JEFF
4557 15th Ave North
Fargo, ND 58102

	DESCRIPTION		QUANTITY ORDERED	UNIT MEA.	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
001	MAK-AFLANGE #62-29-15 BREAKOFF FLANGE B62B AMERICAN FLOW CONTROL	137359	1	EA		1	91.02	EA	91.02

YOUR BUSINESS IS APPRECIATED.
PLEASE CALL IF WE CAN BE OF
ASSISTANCE. THANK YOU.

lot 62-17
Ric Jeff
Bob

Thank You!

A SERVICE CHARGE OF UP TO 1.5% (18% ANNUAL) IS MADE ON PAST DUE ACCOUNTS.

	SUBTOTAL	91.02
	OTHER	.00
7.500	TAX	6.83
	INVOICE TOTAL	97.85

SHIPPED VIA	SHIPPED FROM	DUE DATE
PICKUP	COUNTER-FARGO WATER EQ	09/25/18

Please note our remittance address is for PAYMENTS ONLY. All other correspondence should be sent to your local DSG branch.
Save time and money: Dakota Supply Group Inc. offers ACH payments and electronic invoicing by fax or email
Please contact us if you are interested!

ANS-211

Border States Paving, Inc
4101 32nd St N
Fargo ND 58102

JOB: BN-16-H1

Location: 53rd Ave S

City of Fargo Engineering
C/O Scott Olson

- Broken - Send according to weekly sheet.

Extra Work: Gatevalve Repair Green Space, Edge Fitness, Sunbelt, Ect. 7-26-18 & 7-27-18

Materials

Ferguson	$ 570.18	
25% Overhead & Profit	$ 142.55	
Total Materials:		$ 712.73

Labor

Devin Schatz	8.5	Hours @	$ 27.00	$ 229.50	
Randy Schatz	20	Hours @	$ 28.70	$ 574.00	
Subtotal				$ 803.50	
Plus 24% Payroll Taxes				$ 192.84	
Subtotal				$ 996.34	
Plus 25% Overhead & Profit				$ 249.09	
Total Labor:					$ 1,245.43

Equipment Rental

Bobcat E50 Excavator 3-065	9	Hours @	$ 36.00	$ 324.00	
Chevrolet HD 2500 1-019	20	Hours @	$ 19.50	$ 390.00	
Vactron PMD 550	6	Hours @	$ 39.50	$ 237.00	
					$ 951.00
Grand Total Labor, Material & Equipment					$ 2,909.15

FERGUSON
WATERWORKS
1917 1ST AVE N
FARGO, ND 58102-4118

Please contact with Questions: 888-873-5685

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
0294308	$570.18	18201	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN MAKING PAYMENT AND REMIT TO:

FERGUSON WATERWORKS #2516
PO BOX 802817
CHICAGO, IL 60680-2817

BORDER STATES PAVING INC
FARGO BN-16-H1
PO BOX 2586
FARGO, ND 58108-2586

SHIP TO:

COUNTER PICK UP
1917 1ST AVE N
FARGO, ND 58102-4118

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
2516	2516	ND105	62-17	SAM	FARGO BN-16-H1	07/27/18	IO 16845

ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT
			Thank you for your business!			
4	4	M89980	1-1/2 CI CURB BX LID W/PLUG	12.111	EA	48.44
4	4	IBNJM	1-1/2X3 BLK STL NIP	3.421	EA	13.68
3	3	IBNJU	1-1/2X6 BLK STL NIP	5.379	EA	16.14
4	4	IBSCSTJ	1-1/2 BLK STL COUP STRT	7.238	EA	28.95
5	5	IBNJ12	1-1/2X12 BLK STL NIP	11.512	EA	57.56
1	1	M5622CX	1-1/2X8X1-1/2 MINN CURB BX CI PLG	70.330	EA	70.33
1	1	SVBAR12	2-12 CI STAR ADJ SCRW VLV BX RSR	38.517	EA	38.52
1	1	SVBAR24	2-24 STAR ADJ SCRW VLV BX RSR	52.125	EA	52.13
2	2	SVBEX24SHD	24 VLV BX EXT SCRW 60	36.777	EA	73.55
1	1	SVBT10AHD	10 SLIP VLV BX TOP ONLY	22.757	EA	22.76
2	2	SVBT26SHD	26 TOP ONLY HD SCRW TYPE	49.707	EA	99.41
1	1	IVBL10S	5-1/4 CI VLV BX LID SWR	8.921	EA	8.92
			INVOICE SUB-TOTAL			530.39
			TAX	Fargo		39.79

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.

62-17
7663-290

Thank you for your business

TERMS: NET 10TH PROX — ORIGINAL INVOICE — TOTAL DUE — $570.18

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at http://wolseleyna.com/terms_conditionsSale.html and are incorporated by reference. Seller may convert checks to ACH.

Border States Paving, Inc
4101 32nd St N
Fargo ND 58102

JOB: BN-16-H1

Location: 53rd Ave S

City of Fargo Engineering
C/O Scott Olson

Extra Work: Install CSP Sunbelt 8-7-18

Materials

TrueNorth Steel	$ 950.41	
25% Overhead & Profit	$ 237.60	
Total Materials:		$ 1,188.01

Labor

Devin Schatz	2.5	Hours @	$ 27.00	$ 67.50	
Randy Schatz	3.5	Hours @	$ 28.70	$ 100.45	
Tom Poppel	3.5	Hours @	$ 27.00	$ 94.50	
Mike Hansen	3	Hours @	$ 27.00	$ 81.00	
Subtotal				$ 343.45	
Plus 24% Payroll Taxes				$ 82.43	
Subtotal				$ 425.88	
Plus 25% Overhead & Profit				$ 106.47	
Total Labor:					$ 532.35

Equipment Rental

Cat 299D Skid Steer 3-014	2	Hours @	$ 38.25	$ 76.50	
Bobcat E50 Excavator 3-065	2.5	Hours @	$ 36.00	$ 90.00	
Chevrolet HD 2500 1-019	3.5	Hours @	$ 19.50	$ 68.25	
Mack CH613 Tandem 1-103	2	Hours @	$ 39.50	$ 79.00	
					$ 313.75
Grand Total Labor, Material & Equipment					$ 2,034.11

REMIT TO
TrueNorth Steel
NW 560530
P.O. Box 1450
Minneapolis, MN 55485-5605
Phone: (701) 373-7781

TrueNorth Steel

Invoice Number: FP0000013381
Page: 1 of 1
Date: 8/9/2018
Salesperson: Rick Lenarz
Regular Invoice

Currency: USD US Dollar

BILL TO
145
Border States Paving Inc
4101 N 32ND Street Co Rd # 20
PO Box 2586
Fargo ND 58108-2586
USA

SHIP TO
1
Border States Paving Inc - Pick Up Fargo
1522 40th St N
Fargo ND 58102-2817
USA

When paying by check you authorize us to make a one-time electronic fund transfer from your account or to process payment as a check transaction. Funds may be withdrawn from your account the same day we receive payment and you will not receive your check back from your financial institution.

Order	Purchase Order	Packages	Freight	Weight	[illegible]	[illegible]
FP00011887	Job #62-17				Customer Pickup	Net 30 Days

Line/Rel	Qty Ordered	Qty Shipped	Back Order	[illegible]	[illegible]
1	2.000EA	2.000EA	0.000EA	60.80	121.60
	Item: FES12		Flared End Section 12"		
	Date Shipped: 8/8/2018				
2	1.000EA	1.000EA	0.000EA	36.50	36.50
	Item: BG01216S24		Band Galv 12" 16 Ga 1 Pc Std 24" Wide		
	Date Shipped: 8/8/2018				
3	2.000EA	2.000EA	0.000EA	363.00	726.00
	Item: HG01216S30		CSP Helical Galv 12" 16 Ga Std 30'		
	Date Shipped: 8/8/2018				
4	1.000EA	1.000EA	0.000EA	0.00	0.00
	Item: Freight		CPU		
	Date Shipped: 8/8/2018				

Payment Terms Discount Amount: 0.00

Job 62-17

EEO terms and conditions of FAR 52-222-26,41 CFR 60-1.4, 41 CFR 60-250.5(a), and 41 CFR 60-741.5 are incorporated by reference. All returned checks are subject to a $30 service fee or max allowed by state.

A Service Charge of 1-3/4% per month (21% annually) is assessed on invoices that are 31 days from the invoice date.

[illegible]	884.10
Misc Charges	0.00
Freight	0.00
Sales Tax	66.31
Prepaid Amount	0.00
[illegible]	950.41

Border States Paving, Inc
4101 32nd St N
Fargo ND 58102

JOB: BN-16-H1

Location: 53rd Ave S

City of Fargo Engineering
C/O Scott Olson

Extra Work: Install Concrete Structures, pipe, manhole grate, 2 gate valves 9-4-18

Materials

Forterra	$ 5,387.69	
Forterra	$ 312.47	
DSG Invoice E150501	$ 312.39	
DSG Invoice E141857	$ 387.28	
Subtotal	$ 6,399.83	
25% Overhead & Profit	$ 1,599.96	
Total Materials:		$ 7,999.79

Subcontractors

Dirt Dynamics	$ 8,600.00	
10% Overhead & Profit	$ 860.00	
		$ 9,460.00

Labor

Randy Schatz	7	Hours @ $ 28.70	$ 200.90	
Tom Poppel	7	Hours @ $ 27.00	$ 189.00	
Mike Hansen	7	Hours @ $ 27.00	$ 189.00	
Subtotal			$ 578.90	
Plus 24% Payroll Taxes			$ 138.94	
Subtotal			$ 717.84	
Plus 25% Overhead & Profit			$ 179.46	
Total Labor:				$ 897.30

Equipment Rental

Cat 299D Skid Steer 3-014	7	Hours @ $ 38.25	$ 267.75	
Bobcat E50 Excavator 3-065	7	Hours @ $ 36.00	$ 252.00	
Chevrolet HD 2500 1-019	7	Hours @ $ 19.50	$ 136.50	
				$ 656.25

Grand Total Labor, Material & Equipment $ 19,013.33

Page: 1 of 1

FORTERRA

Invoice: HA00004956
Invoice Date: 7/24/2018
Due Date: 8/24/2018
Forterra Order #: C006419864
Customer PO #:
Customer #: 108528
Delivery Order #: DH0000365723

Border States Paving
PO Box 2586

Fargo ND 58108

Ship To: 2018 Hawley customer pickup

[redacted]

Stock								
3.0x2.0x1.0 Ris BxB	DH0000365723	1.00	1.00	291.00	291.00	0%	291.00	291.00

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal		291.00
Discount		0.00
Net Price		291.00
Freight Charge		0.00
Misc Charges		0.00
Prepaid Amount		0.00
Clay MN County Sales Tax	0.500 %	1.46
MN State Sales Tax	6.875 %	20.01
Net Total		**$312.47**
Due Date		**8/24/2018**

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: **Forterra Pipe & Precast**
P O Box 74008199
Chicago, IL 60674-8199

Border States Paving
Customer #: 108528
Invoice: HA00004956
Invoice Date: 7/24/2018
Due Date: 8/24/2018
Amount Due: **$312.47**
Amount Enclosed: 312.47

Jeff 62-7 7062-6

FORTERRA

Bill of Lading

108528 7/23/2018 DELIVERY ORDER: 365723

Border States Paving
PO Box 2586
Fargo, ND 58108
Project:
2018 Hawley customer pickup

Ship Site: Hawl
Hauler/Truck#: CUST/
Zone: 0
Truck Type: Flatbed
Order #: C006419864
Created By: swagner
Date Printed: 7/23/2018

State Stamp: N

Goes With DO:

3030020005000000BB00010	Stock	3.0x2.0x1.0 Ris BxB	1.00	730
			1.00	730

Notes:

Made in the USA

62-17
7062 manhole.

THE ABOVE MATERIAL WAS RECEIVED IN GOOD ORDER AS TO PHYSICAL APPEARANCE

Hauled By: _____

Print Name: _____

Signature: _____

Customer

The materials itemized in this shipment are certified to be in compliance with the applicable Minnesota Department of Transportation Specifications and the Project Plans, including 'Buy America' provisions.

Edward Sass - Vice President
Forterra Building Products

INVOICE DATE	INVOICE NO.
09/02/18	E141857

REMIT TO

DAKOTA SUPPLY GROUP
SDS 12-2439
PO BOX 86
MINNEAPOLIS, MN. 55486-24
701-237-9440

DSG
DAKOTA SUPPLY GROUP
For all the right connections!

ORDERED BY

Page 01

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NUMBER JOB NAME
08/31/18	08/31/18	E141857	JRJ	62-17	62-17

SOLD TO: 010214
BORDER STATES PAVING INC
BOX 2586
FARGO, ND 58108 2586

SHIP TO:
CUSTOMER PICKUP
4557 15th Ave North
Fargo, ND 58102

	DESCRIPTION		QUANTITY ORDERED	UNIT SIZE	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
001	69 2-9 VAL BX EXTN SCR RITE-HITE STAR# VBAR09 TYLER UNION	036585	2	EA		2	26.27	EA	52.54
002	MR1733G R2390-0003 26" FLAT GRATE P/R1733 NEENAH FOUNDRY CO	135465	1	EA		1	114.59	EA	114.59
003	MR1733BK R2560-0015 6" BEEHIVE GRATE R1733 NHD 730-6 NEENAH FOUNDRY CO	135461	1	EA		1	193.13	EA	193.13

YOUR BUSINESS IS APPRECIATED.
PLEASE CALL IF WE CAN BE OF
ASSISTANCE. THANK YOU.

Job 62-17

Thank You!

A SERVICE CHARGE OF UP TO 1.5% (18% ANNUAL) IS MADE ON PAST DUE ACCOUNTS.

SUBTOTAL	360.26
OTHER	.00
7.500 TAX	27.02
INVOICE TOTAL	387.28

SHIPPED VIA	SHIPPED FROM	DUE DATE
PICKUP	COUNTER-FARGO WATER EQ	10/25/18

Please note our remittance address is for PAYMENTS ONLY. All other correspondence should be sent to your local DSG branch.
Save time and money: Dakota Supply Group Inc. offers ACH payments and electronic invoicing by fax or email
Please contact us if you are interested!

AMS-152

INVOICE DATE	INVOICE NO.
09/05/18	E150501

REMIT TO

DAKOTA SUPPLY GROUP
SDS 12-2439
PO BOX 86
MINNEAPOLIS, MN. 55486-24
701-237-9440

DSG
DAKOTA SUPPLY GROUP
For all the right connections!

ORDERED BY
RANDY

Page 01

DATE ORDERED	DATE SHIPPED	PICK TICKET NO.	WRITTEN BY	CUSTOMER PURCHASE ORDER NO.	JOB NUMBER JOB NAME
09/05/18	09/05/18	E150501	JRJ	62-17	53RD AVE

SOLD TO: 010214
BORDER STATES PAVING INC
BOX 2586
FARGO, ND 58108 2586

SHIP TO:
CUSTOMER PICKUP
4557 15th Ave North
Fargo, ND 58102

	DESCRIPTION		QUANTITY ORDERED	UNIT MEAS	QUANTITY B/O	QUANTITY SHIPPED	UNIT PRICE	PER	AMOUNT
001	VXE6924 2-1/2"-24" VAL BX TOP EXT SCREW STAR# VBAR24 SIGMA# VB2658 STAR PIPE PRODUCTS	136920	2	EA		2	46.16	EA	92.32
002	MH4342 R4342-4001 MANHOLE GRATE MKD 731 NEW NEENAH # 4342-4301 OLD NEENAH # 4342-4001 NEENAH FOUNDRY CO	135506	1	EA		1	198.28	EA	198.28
	YOUR BUSINESS IS APPRECIATED. PLEASE CALL IF WE CAN BE OF ASSISTANCE. THANK YOU.								
	Job 62-17								
	Thank You!								
	A SERVICE CHARGE OF 1.5% (18% ANNUAL) IS TAKEN ON PAST DUE ACCOUNTS.								
								SUBTOTAL	290.60
								OTHER	.00
							7.500	TAX	21.79

SHIPPED VIA	SHIPPED FROM	DUE DATE	INVOICE TOTAL
PICKUP	COUNTER-FARGO WATER EQ	10/25/18	312.39

Please note our remittance address is for PAYMENTS ONLY. All other correspondence should be sent to your local DSG branch.
Save time and money: Dakota Supply Group Inc. offers ACH payments and electronic invoicing by fax or email!
Please contact us if you are interested!

AMS-216

Invoices are due Net 30 Days

Past Due Amounts are subject to 1 1/2% Finance Charge per month

Please make sure your account balance is brought current and in good standing.

Product returns of standard items must be made within a 6 month period.

Please contact me with any questions or should you need anything

John Sharp... John.Sharp@forterrabp.com or 763-694-3252

Retail Subtotal			5,011.80
Discount			0.00
Net Price			5,011.80
Freight Charge			0.00
Misc Charges			0.00
Prepaid Amount			0.00
Cass ND County Sales Tax	0.500 %		25.06
North Dakota State Sales Tax	5.000 %		250.59
Fargo ND City Sales Tax	2.000 %		100.24
Net Total			**$5,387.69**
Due Date			**9/21/2018**

To ensure proper credit, please detach this portion and return with remittance

Forterra Pipe & Precast

REMIT TO: **Forterra Pipe & Precast**
P O Box 74008199
Chicago, IL 60674-8199

Border States Paving

Customer #:	108528
Invoice:	HA00005219
Invoice Date:	8/21/2018
Due Date:	9/21/2018
Amount Due:	$5,387.69
Amount Enclosed:	

FORTERRA

Invoice:	HA00005219
Invoice Date:	8/21/2018
Due Date:	9/21/2018
Forterra Order #:	2118294PM1
Customer PO #:	
Customer #:	108528
Delivery Order #:	DH0000374249

Border States Paving
PO Box 2586

Fargo ND 58108

62-17 JRH

Ship To: Fargo - BN-16-H1 CO Work

[redacted]

PI12in RCP								
12x8.0 CL5 RCP P4 C	DH0000374249	9.00	72.00	21.30	1,533.60	0%	21.30	1,533.60
12x8.0 CL5 RCP P4 C Tied	DH0000374249	3.00	24.00	21.30	511.20	0%	21.30	511.20
12x6.0 RCP FE FT P4 M	DH0000374249	1.00	0.00	410.00	410.00	0%	410.00	410.00
Gasket P4 12 inch	DH0000374249	13.00	0.00	0.00	0.00	0%	0.00	0.00
Tie Rod Adj 5/8" x 4.5" No Thread A-3100	DH0000374249	6.00	0.00	30.00	180.00	0%	30.00	180.00
CM5.2								
27x4.0 BBL TW NJ	DH0000374249	1.00	4.00	85.00	340.00	0%	85.00	340.00
44x6 Base slab	DH0000374249	1.00	0.00	150.00	150.00	0%	150.00	150.00
STS.J								
48x5.0 BBL NJ S	DH0000374249	1.00	5.00	150.00	750.00	0%	150.00	750.00
48x6 Cvr Tp2 27 Ecc	DH0000374249	1.00	0.00	340.00	340.00	0%	340.00	340.00
64x6 Base slab	DH0000374249	1.00	0.00	272.00	272.00	0%	272.00	272.00
STEX B								
48x3.5 BBL FT P2 S	DH0000374249	1.00	3.50	150.00	525.00	0%	150.00	525.00

62-17
1000-6 Extra -
JRH

Dirt Dynamics

4206 3rd Ave N
Fargo, ND 58102

701-793-3055
ntorkildson.dirtdynamics@gmail.com

Invoice

Date	Invoice #
8/31/2018	36886

Bill To
Border States Paving Inc 4101 32nd St N Fargo, ND 58102

62-17

P.O. No.	Terms
BN-16-HI	

Product/Service	Activity	Qty	Rate	Discount	Amount
Underground Ut...	Install 2 additional manholes and 48' of pipe		8,600.00		8,600.00
	Fargo, ND Sales Tax		7.50%		0.00

Per JW
XTRA work
do not pay till
we are.

Invoice Total	$8,600.00
Payments/Credits	$0.00
Balance Due	$8,600.00

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

38

Improvement District No. UN-15-B1 Type: Change Order #3

Location: 52 Ave S from 45 St S to 63 St S Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Change Order #3 in the amount of $22,254.11, bringing the total contract amount to $1,502,275.19.

Staff is recommending approval of Change Order #3.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3.

RECOMMENDED MOTION
Approve Change Order #3 in the amount of $22,254.11 to Master Construction Co., Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: WW Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Jason Satterlund, Project Manager

Date: December 7, 2018

Re: UN-15-B1 Change Order #3

Background:

Improvement District UN-15-B1 purpose is to construct a connection to the interceptor sewer on 45th St S for the area serviced by sanitary lift station 62, located adjacent to the City's Ground Storage Reservoir. Additionally, a Sanitary Sewer Meter Pit will be constructed, a requisite for the sanitary sewer service agreement between the Cities of Horace and Fargo.

Change Order #3 includes extras for vent tubes and 3 rung hand hold ladders for structures as requested by City of Fargo Sewage Department, additional landscaping required along the 10' wide shared use path from Change Order #2, and additional work required due to unforeseen conditions with the existing sanitary sewer force main while pipe bursting.

No additional days will be required for the additional work.

Recommended Motion:

Approve Change Order #3 in the amount of $22,254.11.

JTS/klo

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	UN-15-B1	**Change Order No**	3
Project Name	Sanitary Sewer Force Main & Incidentals		
Date Entered	12/3/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Additional Requested Items

Location: Deer Creek SS FM
Added Vent tubes and 3 rung ladders to air release structures
Additional landscaping along 10' bike trail
Additional pumping on ex. SS FM

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	50	Site Grading	SY	0.00	0.00	0.00	426.00	426.00	4.14	1,763.64
	51	Modify Manhole	EA	0.00	0.00	0.00	4.00	4.00	2,198.93	8,795.72
									Miscellaneous Sub Total ($)	10,559.36
Force Main - Phase 2	52	Temp Pumping	LS	0.00	0.00	0.00	1.00	1.00	3,738.00	3,738.00
	53	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	7,956.75	7,956.75
									Force Main - Phase 2 Sub Total ($)	11,694.75

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 3 ($)	22,254.11
Previous Change Orders ($)	55,831.08
Original Contract Amount ($)	1,424,190.00
Total Contract Amount ($)	1,502,275.19

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

10/15/2017	0.00	0.00	10/15/2017

Description

APPROVED

For Contractor

Title

SCOTT AHLF - MASTER CONSTRUCTION

PROJECT MANAGER

APPROVED DATE

Department Head 12/11/18

Mayor

Attest

HCI
Commercial
Landscape Contractors

825 Hwy 75 North, Moorhead, MN 56560 (P) 218-284-8873 (F) 218-236-0443

INVOICE

Bill To:

MASTER CONSTRUCTION
1572 45TH STREET NORTH
FARGO, ND 58102-2847

Invoice Number: 18087

Invoice Date: Jul 30, 2018

	Payment Terms		
	DUE UPON RECEIPT		

HCI JOB #	Description	Amount
	IMPROVEMENT DISTRICT #UN-15-B1; SANITARY SEWER, FORCE MAIN & INCIDENTALS-FARGO, ND	
	CHANGE ORDER ITEMS:	
7032	SKID LOADER & OPERATOR: 3 HRS @ $125.00	375.00
7032	LABORER: 3 HRS @ $55.00	165.00
7032	SEEDING TYPE B: 426 SY @ $1.25	532.50
7032	MULCHING TYPE 1-HYDRO: 426 SY @ $1.25	532.50

Add 10% PRIME

Del. as MISC CONTAINER SITE GRADING @ 4.14/SY

	Subtotal	1,605.00
	Sales Tax	
	Total Invoice Amount	1,605.00
	Payment/Credit Applied	
	TOTAL	**$ 1,605.00**

Check/Credit Memo No:

10% 160.50

1765.50

THANK YOU FOR YOUR BUSINESS!

MASTER
FARGO - BISMARCK - DICKINSON ND

1572 45th St NW
Fargo ND, 58102
701-237-4950

INVOICE TO: City of Fargo
200 3rd St. N
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK: **EXTRA WORK - DOWN TIME DUE TO EGG SHAPED PIPE UN-15-B1**

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
1	JOHN DEERE 450 EXCAVATOR	$225.00	6.5	$1,462.50
2	BURSTING MACHINE	$810.00	4.5	$3,645.00
				$5,107.50
	CONTRACTOR ALLOWED MARKUP=		10%	$510.75
	TOTAL SUB WORK=			$5,618.25
1	JOHN DEERE 644 LOADER	$160.00	6.5	$1,040.00

Total Amount $6,658.25

MASTER
FARGO - BISMARCK - DICKINSON ND

1572 45th St NW
Fargo ND, 58102
701-237-4950

INVOICE TO: City of Fargo
200 3rd St. N
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK: **EXTRA WORK - LOCATING & LIFTING THE EXISTING WATER LINE UN-15-B1**

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
1	JOHN DEERE 450 EXCAVATOR	$225.00	1	$225.00
2	BURSTING MACHINE	$810.00	1	$810.00
				$1,035.00
	CONTRACTOR ALLOWED MARKUP=		10%	$103.50
	TOTAL SUB WORK=			$1,138.50
1	JOHN DEERE 644 LOADER	$160.00	1	$160.00

Total Amount $1,298.50

MASTER
FARGO • BISMARCK • DICKINSON ND

1572 45th St NW
Fargo ND, 58102
701-237-4950

INVOICE TO: City of Fargo
200 3rd St. N
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK: **EXTRA WORK - PUMPING EXISTING SANITARY LINE UN-15-B1**

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
1	JOHN DEERE 450 EXCAVATOR	$225.00	7	$1,575.00
2	Foreman	$75.00	7	$525.00
3	LABORER	$40.00	7	$280.00
				$2,380.00
	CONTRACTOR ALLOWED MARKUP=		10%	$238.00
	TOTAL SUB WORK=			$2,618.00
1	JOHN DEERE 644 LOADER	$160.00	7	$1,120.00

Total Amount $3,738.00

MASTER
FARGO • BISMARCK • DICKINSON ND

1572 45th St NW
Fargo ND, 58102
701-237-4950

INVOICE TO: City of Fargo
200 3rd St. N
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK: **ACCES ROAD TO GATE VALVE UN-15-B1**

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/	HOURS	TOTAL
	CAT 312 EXCAVATOR	$115.00	15	$1,725.00
	Foreman	$75.00	15	$1,125.00
	OPERATOR (2 EA)	$50.00	30	$1,500.00
				$4,350.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	VENTS & LADDERS	$3,504.01	1	$3,504.01
			Total Cost=	$3,504.01
			Sales Tax =	$262.80
			Total with Sales Tax =	$3,766.81
			Markup 25%=	$941.70
			Total Material with Markup=	$4,445.71

Total Amount $8,795.71

CORE&MAIN™ Formerly HD Supply Waterworks

Bid Proposal for Vents and Ladders for UN-15-B1

MASTER CONSTRUCTION CO INC
Engineer: City of fargo
Bid Date: 05/25/2018 12:00 p.m.
Core & Main Bid #: 610112

Core & Main
407 72nd ST SE
Minot, ND 58701
Phone: 701-852-6878
Fax: 701-852-6817

Seq#	Qty	Description	Units	Price	Ext Price
10	2	4" SS VENT TOP MOUNT W/BOLTS	EA	656.00	1,312.00
20	2	4" SS VENT SIDE MOUNT W/BOLTS	EA	756.00	1,512.00
30	3	3 RUNG GRAB BAR L1TL	EA	226.67	680.01
50		CORE & MAIN, LP IS NOT			
60		LIABLE FOR DELIVERY DELAYS,			
70		CANCELLATIONS OR PRICE			
80		INCREASES RESULTING FROM ANY			
90		CAUSE BEYOND OUR CONTROL.			
100		THESE INCLUDE BUT ARE NOT			
110		LIMITED TO: MANUFACTURERS'			
120		SHORTAGES, AVAILABILITY OR			
130		TIMELINESS OF TRANSPORTATION,			
140		MATERIALS, FUELS, OR SUPPLIES.			
150		THIS QUOTE IS NOT A CONTRACT			
160		TO SUPPLY MATERIAL OR			
170		GUARANTEE OF PRODUCT			
180		AVAILABILITY.			
				Sub Total	3,504.01
				Tax	0.00
				Total	**3,504.01**

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

39

Improvement District No. BR-18-E1

Type: Change Order #3

Location: Great Northern Drive

Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #3 in the amount of $64,557.95 for additional work, bringing the total contract amount to $2,274,724.22. XCEL Energy will reimburse the City for costs relating to Change Order #3.

Staff is recommending approval of Change Order #3.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 in the amount of $64,557.95 to Dakota Underground.

RECOMMENDED MOTION
Approve Change Order #3 in the amount of $64,557.95 to Dakota Underground.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Infrastructure Sales Tax/XCEL Reimbursement

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II

Cc: Jody Bertrand, Brenda Derrig, Tom Knakmuhs

Date: December 3, 2018

Re: **Improvement District No. BR-18-E1 – Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals; Change Order No. 3**

Background:

Improvement District No. BR-18-E1 bids were opened on April 18, 2018 and the Project awarded to Dakota Underground by the City Commission. Construction started on May 7, 2018. The project consists of storm sewer relocation on Great Northern Drive from 25th Street N to 17th Street N and water main relocation on 17th Street N from Great Northern Drive/8th Avenue N to 7th Avenue N. The storm sewer along the north side of Great Northern Drive is being moved from the boulevard into the street. On 17th Street, the water main in the west boulevard is being moved into the street. This work is being undertaken to clear a path for XCEL Energy to bring a new high voltage power line to Fargo. XCEL Energy will reimburse the City for the costs relating to clearing the boulevards of utilities and restoring the street. In addition to reconstructing the north half of Great Northern Drive for the storm sewer relocation, the south half of the street will be reconstructed and sidewalk will be added from 25th Street to 21st Street.

This change order (attached) covers the costs associated with addressing abandonment of water and sanitary sewer services that were un-documented and encountered when installing the new storm sewer. This work covers adjusting 11 un-documented water services that required adjustment to allow storm sewer installation. Valley gutter shown on the plans north of Fargo Glass near 18th Street and Great Northern Drive was eliminated and replaced with storm sewer to better drain the street and adjoining properties to better fit the design grades of the replaced concrete pavement. The railroad eliminated two railroad crossings and landscape rock was added within the right of way to match the adjoining boulevard with the new curb grades. A storm sewer service was found and needed to be tied into a new inlet that was added. As part of eliminating the valley gutter at 18th Street and Great Northern Drive, existing low back curb was replaced with a special section to better match the adjoining property. A gate valve was added to an existing fire hydrant that needed to be adjusted to fit revised curb grades. These costs were kept track of on a time and material basis upon agreement in the field with the Contractor. The time, staff, and equipment noted matches City field records. The summarized cost is $64,557.95. XCEL Energy will be reimbursing the City for this Change Order #3 because the work relates to addressing conflicts resulting from moving the existing storm sewer from the north boulevard into the street.

Recommended Motion
To approve the requested Change Order #3 for $64,557.95.

REK/jmg

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-18-E1	**Change Order No**	3
Project Name	Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals		
Date Entered	12/3/2018	**For**	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: Abandon service lines and field changes to match conditions encountered

Great Northern Drive Phase II and III. During the course of installation of the new storm sewer the Contractor encountered abandoned undocumented sanitary services and water services. These lines had to be checked to be sure out of service and abandoned or removed. There were also undocumented live water services that were encountered and had to be re-located to avoid the new storm sewer. During construction of the intersection of 18th Street and Great Northern Drive changes were made in the field to better fit the finished product to the existing off right of way grades, An existing storm sewer service was found tied to the existing line which was modified to tie into a new inlet. During construction the railroad elected to eliminate two crossings. Landscape rock was added to the property between the two crossings to match the new curb grades.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Water Main	117	Eliminate Water Service	EA	0.00	0.00	0.00	3.00	3.00	1,308.23	3,924.69
	118	Rem & Repl CS & Box 1.25" Dia	EA	0.00	0.00	0.00	11.00	11.00	2,231.00	24,541.00
	126	GV Box to Grade - w/Conc	EA	0.00	0.00	0.00	1.00	1.00	249.38	249.38
									Water Main Sub Total ($)	28,715.07
Storm Sewer	119	Modify Manhole	EA	0.00	0.00	0.00	2.00	2.00	1,016.54	2,033.08
									Storm Sewer Sub Total ($)	2,033.08
Storm Water Management	120	F&I Inlet - Special (SPI) Reinf Conc	EA	0.00	0.00	0.00	1.00	1.00	7,176.49	7,176.49
									Storm Water Management Sub Total ($)	7,176.49
Sanitary Sewer	121	Eliminate Sewer Service	EA	0.00	0.00	0.00	7.00	7.00	2,444.05	17,108.35
									Sanitary Sewer Sub Total ($)	17,108.35
Miscellaneous	122	F&I Landscaping	LS	0.00	0.00	0.00	1.00	1.00	1,138.26	1,138.26
									Miscellaneous Sub Total ($)	1,138.26
Removals	123	Remove Valley Gutter Reinf Conc	SY	0.00	0.00	0.00	74.00	74.00	13.30	984.20
	124	Repair Pavement - Expansion Joint	LF	0.00	0.00	0.00	50.00	50.00	6.59	329.50
									Removals Sub Total ($)	1,313.70

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	125	F&I Curb & Gutter Custom	LF	0.00	0.00	0.00	50.00	50.00	141.46	7,073.00
									Paving Sub Total ($)	7,073.00

Summary

Source Of Funding	General Infrastructure Funds - 401
Net Amount Change Order # 3 ($)	64,557.95
Previous Change Orders ($)	28,541.47
Original Contract Amount ($)	2,181,624.80
Total Contract Amount ($)	2,274,724.22

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2018		0.00	0.00	10/15/2018	

Description

APPROVED Bob Nelson 12/4/18

For Contractor Dakota Underground Company

Title Project Manager

APPROVED DATE

Department Head 12/11/18

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 40

Improvement District No. BR-18-J1 Type: Negative Final Balancing Change Order #1

Location: 19 Ave S, 9 St – 5 St; South Drive S, 9 St – 7 St; 7 St, 18 Ave S – 19 Ave S

Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Negative Final Balancing Change Order #1, in the amount of $-43,180.67, bringing the total contract amount to $1,790,181.84.

Staff is recommending approval of Negative Final Balancing Change Order #1, in the amount of $-43,180.67.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of $-43,180.67 to Dakota Underground, bringing the total contract amount to $1,790,181.83.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Manager

Date: December 5, 2018

Re: Final Balancing Change Order #1 – Improvement District #BR-18-J1
Water Main Replacement, Street Reconstruction & Incidentals

Background:

Attached is Final Balancing Change Order #1, for $-43,180.67. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	$ 1,833,362.50
FBCO #1:	$ -43,180.67
Total Contract:	$ 1,790,181.84

Recommended Motion:

Approve the Final Balancing Change Order #1 in the amount of $-43,180.67 to Dakota Underground Company.

ADE/klo
Attachment
C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-18-J1	**Change Order No**	1
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	12/5/2018	**For**	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	2,650.00	0.00	2,650.00	-33.00	2,617.00	3.00	-99.00
	5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,200.00	0.00	1,200.00	-168.00	1,032.00	58.00	-9,744.00
	6	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	2,650.00	0.00	2,650.00	-33.00	2,617.00	85.00	-2,805.00
	8	Connect Pipe to Exist Pipe	EA	2.00	0.00	2.00	-1.00	1.00	500.00	-500.00
	9	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	300.00	0.00	300.00	-300.00	0.00	0.01	-3.00
									Sanitary Sewer Sub Total ($)	-13,151.00
Water Main Replacement	10	Remove Pipe All Sizes All Types	LF	2,700.00	0.00	2,700.00	-4.00	2,696.00	5.00	-20.00
	12	F&I Hydrant Ext. 12" High	EA	2.00	0.00	2.00	-2.00	0.00	900.00	-1,800.00
	13	F&I Hydrant Ext. 6" High	EA	1.00	0.00	1.00	-1.00	0.00	700.00	-700.00
	14	F&I Fittings Ductile Iron	LB	1,554.00	0.00	1,554.00	-445.00	1,109.00	4.50	-2,002.50
	15	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	70.00	0.00	70.00	2.00	72.00	60.00	120.00
	16	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,800.00	0.00	2,800.00	-6.00	2,794.00	63.00	-378.00
	19	F&I Insulation 2" Thick	SY	30.00	0.00	30.00	-30.00	0.00	25.00	-750.00
	20	Furnish Temp Water Svc	EA	54.00	0.00	54.00	1.00	55.00	200.00	200.00
	23	F&I Pipe w/GB 1" Dia Copper	LF	1,700.00	0.00	1,700.00	11.00	1,711.00	49.00	539.00
	78	* Extra - Curb Stop Driveway Covers	EA	0.00	0.00	0.00	10.00	10.00	206.24	2,062.40
									Water Main Replacement Sub Total ($)	-2,729.10

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Storm Sewer	25	Remove Pipe All Sizes All Types	LF	310.00	0.00	310.00	87.00	397.00	15.00	1,305.00
	26	Remove Manhole	EA	2.00	0.00	2.00	-1.00	1.00	800.00	-800.00
	27	Remove Inlet	EA	13.00	0.00	13.00	1.00	14.00	250.00	250.00
	28	F&I Pipe w/GB 12" Dia Reinf Conc	LF	470.00	0.00	470.00	-5.00	465.00	60.00	-300.00
	32	Connect Pipe to Exist Structure	EA	13.00	0.00	13.00	-2.00	11.00	250.00	-500.00
								Storm Sewer Sub Total ($)		-45.00
Paving	36	Remove Pavement All Thicknesses All Types	SY	8,600.00	0.00	8,600.00	-90.00	8,510.00	8.00	-720.00
	37	Remove Curb & Gutter	LF	5,700.00	0.00	5,700.00	-5.00	5,695.00	3.00	-15.00
	38	Remove Driveway All Thicknesses All Types	SY	1,600.00	0.00	1,600.00	-22.00	1,578.00	7.00	-154.00
	39	Remove Sidewalk All Thicknesses All Types	SY	2,000.00	0.00	2,000.00	523.00	2,523.00	5.00	2,615.00
	40	Subgrade Preparation	SY	10,800.00	0.00	10,800.00	-127.00	10,673.00	4.00	-508.00
	41	F&I Woven Geotextile	SY	10,800.00	0.00	10,800.00	-127.00	10,673.00	1.70	-215.90
	42	F&I Class 5 Agg - 8" Thick	SY	10,800.00	0.00	10,800.00	-127.00	10,673.00	7.00	-889.00
	43	F&I Edge Drain 4" Dia PVC	LF	5,700.00	0.00	5,700.00	-5.00	5,695.00	7.00	-35.00
	44	F&I Curb & Gutter Standard (Type II)	LF	5,700.00	0.00	5,700.00	-5.00	5,695.00	18.00	-90.00
	45	F&I Aggregate for Asph Pavement FAA 43	TON	3,800.00	0.00	3,800.00	-618.90	3,181.10	36.50	-22,589.85
	46	F&I Asphalt Cement PG 58-34	GAL	51,000.00	0.00	51,000.00	-9,095.70	41,904.30	1.95	-17,736.62
	47	F&I Pavement 8" Thick Doweled Conc	SY	50.00	0.00	50.00	129.00	179.00	70.00	9,030.00
	48	F&I Sidewalk 4" Thick Reinf Conc	SY	1,700.00	0.00	1,700.00	335.00	2,035.00	38.00	12,730.00
	49	F&I Sidewalk 6" Thick Reinf Conc	SY	500.00	0.00	500.00	-12.00	488.00	42.00	-504.00
	50	F&I Driveway 6" Thick Reinf Conc	SY	1,800.00	0.00	1,800.00	-34.00	1,766.00	42.00	-1,428.00
	52	F&I Flat MH Cover 8" Thick Reinf Conc	EA	3.00	0.00	3.00	-1.00	2.00	800.00	-800.00
	53	Rem & Repl Casting - Self Leveling	EA	10.00	0.00	10.00	-1.00	9.00	1,000.00	-1,000.00
	55	Casting to Grade - w/Conc	EA	16.00	0.00	16.00	2.00	18.00	200.00	400.00
	56	Casting to Grade - no Conc	EA	21.00	0.00	21.00	-3.00	18.00	600.00	-1,800.00
	60	Seeding Type B	SY	17,000.00	0.00	17,000.00	-6,131.00	10,869.00	0.25	-1,532.75
	61	Mulching Type 1 - Hydro	SY	17,000.00	0.00	17,000.00	-6,131.00	10,869.00	0.25	-1,532.75

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	62	Weed Control Type B	SY	17,000.00	0.00	17,000.00	-17,000.00	0.00	0.05	-850.00
	79	* Extra - Handicap Signs	LS	0.00	0.00	0.00	1.00	1.00	484.00	484.00
									Paving Sub Total ($)	-27,141.87
Signing	68	F&I Sign Assembly	EA	1.00	0.00	1.00	1.00	2.00	55.00	55.00
	69	F&I Sign Assembly & Anchor	EA	11.00	0.00	11.00	-1.00	10.00	85.00	-85.00
	70	F&I Diamond Grade Cubed	SF	82.50	0.00	82.50	-1.35	81.15	22.00	-29.70
									Signing Sub Total ($)	-59.70
Street Lighting	73	F&I Innerduct 1.5" Dia	LF	2,633.00	0.00	2,633.00	-4.00	2,629.00	9.00	-36.00
	74	F&I Conductor #6 USE Cu	LF	7,899.00	0.00	7,899.00	-12.00	7,887.00	1.50	-18.00
									Street Lighting Sub Total ($)	-54.00
	* NC Items								**Grand Total ($)**	**-43,180.67**

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	-43,180.67
Previous Change Orders ($)	0.00
Original Contract Amount ($)	1,833,362.50
Total Contract Amount ($)	1,790,181.84

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/06/2018		0.00	0.00	10/06/2018	

Description

APPROVED

Bob Nelson 12/5/18

For Contractor

Dakota Underground Company

APPROVED DATE

12/11/18

Department Head

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title Project Manager

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

41

Improvement District No. AN-17-F1 Type: Negative Final Balancing Change Order #1

Location: 3 Ave N to 4 Ave N btwn 10 St & 11 St Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, regarding Negative Final Balancing Change Order #1, in the amount of $-1,549.68 bringing the total contract amount to $57,250.33.

Staff is recommending approval of Negative Final Balancing Change Order #1, in the amount of $-1.549.68.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of $-1,549.68 to Dirt Dynamics, bringing the total contract amount to $57,250.32.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	AN-17-F1	**Change Order No**	1
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	12/5/2018	**For**	Dirt Dynamics

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

EXPLANATION OF CHANGE: Change Order #1 Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Paving	2	Remove Pavement All Thicknesses All Types	SY	650.00	0.00	650.00	20.20	670.20	9.00	181.80
	4	Subgrade Preparation	SY	800.00	0.00	800.00	14.70	814.70	2.75	40.43
	5	F&I Pavement 7" Thick Reinf Conc	SY	720.00	0.00	720.00	-22.40	697.60	55.00	-1,232.00
	6	Repair Pavement - Patch Asph	SY	80.00	0.00	80.00	41.70	121.70	53.00	2,210.10
	7	Mulching Type 1 - Hydro	SY	50.00	0.00	50.00	-50.00	0.00	10.00	-500.00
	8	Seeding Type B	SY	50.00	0.00	50.00	-50.00	0.00	25.00	-1,250.00
	11	F&I Rock Mulch	CY	10.00	0.00	10.00	-10.00	0.00	100.00	-1,000.00
									Paving Sub Total ($)	-1,549.68

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	-1,549.68
Previous Change Orders ($)	0.00
Original Contract Amount ($)	58,800.00
Total Contract Amount ($)	57,250.33

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

CONTRACT TIME

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
06/30/2018		0.00	0.00	06/30/2018	
Description					

APPROVED 12-5-18		**APPROVED DATE**	
For Contractor [signature] Scott Samarzja		Department Head [signature]	12/11/18
Title General Manager - concrete		Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 42

Improvement District No. PR-18-E1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #1, in the amount of $-32,646.86 bringing the total contract amount to $919,361.04.

Staff is recommending approval of Negative Final Balancing Change Order #1, in the amount of $-32,646.86.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of $-32,646.86 to Asphalt Surface Tech Corp, bringing the total contract amount to $919,361.04.

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

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

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

ATTEST:

BEDerrig

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	PR-18-E1	**Change Order No**	1
Project Name	Seal Coat & Incidentals		
Date Entered	12/4/2018	**For**	Asphalt Surface Tech Corp

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

EXPLANATION OF CHANGE: final numbers

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section 1	2	F&I Seal Aggregate A	SY	3,054.00	0.00	3,054.00	-0.86	3,053.14	0.90	-0.77
	3	F&I Seal Oil - CRS-2P	GAL	825.00	0.00	825.00	-27.03	797.97	0.90	-24.33
									Section 1 Sub Total ($)	-25.10
Section 2	6	F&I Seal Aggregate A	SY	12,019.00	0.00	12,019.00	0.07	12,019.07	0.90	0.06
	7	F&I Seal Aggregate B	SY	21,759.00	0.00	21,759.00	-0.67	21,758.33	1.08	-0.72
	8	F&I Seal Oil - CRS-2P	GAL	11,078.00	0.00	11,078.00	-775.59	10,302.41	0.90	-698.03
									Section 2 Sub Total ($)	-698.69
Section 3	11	F&I Seal Aggregate A	SY	8,872.00	0.00	8,872.00	-0.16	8,871.84	0.90	-0.14
	12	F&I Seal Oil - CRS-2P	GAL	2,395.00	0.00	2,395.00	-76.25	2,318.75	0.90	-68.63
									Section 3 Sub Total ($)	-68.77
Section 4	16	F&I Seal Oil - CRS-2P	GAL	5,248.00	0.00	5,248.00	-450.40	4,797.60	0.90	-405.36
	17	Paint Epoxy Line 4" Wide	LF	752.00	0.00	752.00	16.00	768.00	2.05	32.80
	19	Paint Epoxy Message	SF	86.00	0.00	86.00	-32.00	54.00	17.85	-571.20
									Section 4 Sub Total ($)	-943.76
Section 5	22	F&I Seal Aggregate A	SY	19,105.00	0.00	19,105.00	-0.47	19,104.53	0.90	-0.42
	23	F&I Seal Oil - CRS-2P	GAL	5,158.00	0.00	5,158.00	-164.84	4,993.16	0.90	-148.36
									Section 5 Sub Total ($)	-148.78
Section 6	26	F&I Seal Aggregate B	SY	25,459.00	0.00	25,459.00	-0.37	25,458.63	1.08	-0.40

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 6	27	F&I Seal Oil - CRS-2P	GAL	9,165.00	0.00	9,165.00	-786.06	8,378.94	0.90	-707.45
	28	Paint Epoxy Line 4" Wide	LF	300.00	0.00	300.00	4.00	304.00	2.05	8.20
								Section 6 Sub Total ($)		-699.65
Section 7	33	F&I Seal Aggregate A	SY	17,189.00	0.00	17,189.00	-0.64	17,188.36	0.90	-0.58
	34	F&I Seal Oil - CRS-2P	GAL	4,641.00	0.00	4,641.00	-148.68	4,492.32	0.90	-133.81
								Section 7 Sub Total ($)		-134.39
Section 8	37	F&I Seal Aggregate A	SY	8,385.00	0.00	8,385.00	1,500.16	9,885.16	0.90	1,350.14
	38	F&I Seal Aggregate B	SY	10,019.00	0.00	10,019.00	-3,436.39	6,582.61	1.08	-3,711.30
	39	F&I Seal Oil - CRS-2P	GAL	5,871.00	0.00	5,871.00	-1,120.93	4,750.07	0.90	-1,008.84
	40	Paint Epoxy Line 4" Wide	LF	2,562.00	0.00	2,562.00	-396.00	2,166.00	2.05	-811.80
	41	Paint Epoxy Line 8" Wide	LF	75.00	0.00	75.00	28.00	103.00	4.35	121.80
	42	Paint Epoxy Line 16" Wide	LF	35.50	0.00	35.50	8.50	44.00	16.30	138.55
	44	Paint Epoxy Message	SF	112.00	0.00	112.00	16.00	128.00	17.85	285.60
								Section 8 Sub Total ($)		-3,635.84
Section 9	47	F&I Seal Aggregate A	SY	12,931.00	0.00	12,931.00	-12,931.00	0.00	0.90	-11,637.90
	48	F&I Seal Aggregate B	SY	4,866.00	0.00	4,866.00	-0.30	4,865.70	1.08	-0.32
	49	F&I Seal Oil - CRS-2P	GAL	5,243.00	0.00	5,243.00	-3,641.60	1,601.40	0.90	-3,277.44
	50	Paint Epoxy Line 24" Wide	LF	126.00	0.00	126.00	42.00	168.00	18.80	789.60
								Section 9 Sub Total ($)		-14,126.06
Section 10	53	F&I Seal Aggregate A	SY	8,439.00	0.00	8,439.00	-0.87	8,438.13	0.90	-0.78
	54	F&I Seal Oil - CRS-2P	GAL	2,278.00	0.00	2,278.00	-72.60	2,205.40	0.90	-65.34
								Section 10 Sub Total ($)		-66.12
Section 11	57	F&I Seal Aggregate B	SY	95,525.00	0.00	95,525.00	-0.43	95,524.57	1.08	-0.46
	58	F&I Seal Oil - CRS-2P	GAL	34,389.00	0.00	34,389.00	-2,949.95	31,439.05	0.90	-2,654.96
	59	Paint Epoxy Line 4" Wide	LF	17,773.00	0.00	17,773.00	-336.00	17,437.00	2.05	-688.80
	60	Paint Epoxy Line 8" Wide	LF	1,179.00	0.00	1,179.00	204.00	1,383.00	4.35	887.40
	61	Paint Epoxy Line 16" Wide	LF	247.50	0.00	247.50	-9.50	238.00	16.30	-154.85
	62	Paint Epoxy Line 24" Wide	LF	390.00	0.00	390.00	6.00	396.00	18.80	112.80

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 11	63	Paint Epoxy Message	SF	545.00	0.00	545.00	26.50	571.50	17.85	473.03
								Section 11 Sub Total ($)		-2,025.84
Section 12	66	F&I Seal Aggregate B	SY	29,072.00	0.00	29,072.00	-336.13	28,735.87	1.08	-363.02
	67	F&I Seal Oil - CRS-2P	GAL	10,466.00	0.00	10,466.00	-1,008.45	9,457.55	0.90	-907.61
	68	Paint Epoxy Line 4" Wide	LF	9,911.00	0.00	9,911.00	40.00	9,951.00	2.05	82.00
	69	Paint Epoxy Line 8" Wide	LF	2,142.00	0.00	2,142.00	29.00	2,171.00	4.35	126.15
	70	Paint Epoxy Line 16" Wide	LF	211.00	0.00	211.00	-15.00	196.00	16.30	-244.50
	71	Paint Epoxy Line 24" Wide	LF	1,010.00	0.00	1,010.00	-72.00	938.00	18.80	-1,353.60
								Section 12 Sub Total ($)		-2,660.58
Section 13	75	F&I Seal Aggregate A	SY	62,560.00	0.00	62,560.00	626.43	63,186.43	0.90	563.79
	76	F&I Seal Oil - CRS-2P	GAL	16,892.00	0.00	16,892.00	-232.62	16,659.38	0.90	-209.36
	77	Paint Epoxy Line 4" Wide	LF	484.00	0.00	484.00	16.00	500.00	2.05	32.80
								Section 13 Sub Total ($)		387.23
Section 14	80	F&I Seal Aggregate A	SY	17,349.00	0.00	17,349.00	-0.18	17,348.82	0.90	-0.16
	81	F&I Seal Aggregate B	SY	12,669.00	0.00	12,669.00	-0.86	12,668.14	1.08	-0.93
	82	F&I Seal Oil - CRS-2P	GAL	9,419.00	0.00	9,419.00	-715.37	8,703.63	0.90	-643.83
								Section 14 Sub Total ($)		-644.92
Section 15	85	F&I Seal Aggregate B	SY	33,492.00	0.00	33,492.00	-250.95	33,241.05	1.08	-271.03
	86	F&I Seal Oil - CRS-2P	GAL	12,058.00	0.00	12,058.00	-1,117.70	10,940.30	0.90	-1,005.93
	87	Paint Epoxy Line 4" Wide	LF	512.00	0.00	512.00	-15.00	497.00	2.05	-30.75
	88	Paint Epoxy Line 8" Wide	LF	139.00	0.00	139.00	-5.00	134.00	4.35	-21.75
								Section 15 Sub Total ($)		-1,329.46
Section 16	92	F&I Seal Aggregate A	SY	20,804.00	0.00	20,804.00	-0.06	20,803.94	0.90	-0.05
	93	F&I Seal Aggregate B	SY	12,975.00	0.00	12,975.00	-0.78	12,974.22	1.08	-0.84
	94	F&I Seal Oil - CRS-2P	GAL	10,496.00	0.00	10,496.00	-788.62	9,707.38	0.90	-709.76
	95	Paint Epoxy Line 4" Wide	LF	1,518.00	0.00	1,518.00	171.00	1,689.00	2.05	350.55
	96	Paint Epoxy Line 8" Wide	LF	175.00	0.00	175.00	-6.00	169.00	4.35	-26.10
	97	Paint Epoxy Line 16" Wide	LF	23.00	0.00	23.00	-23.00	0.00	16.30	-374.90

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 16	98	Paint Epoxy Line 24" Wide	LF	72.00	0.00	72.00	-18.00	54.00	18.80	-338.40
	99	Paint Epoxy Message	SF	48.00	0.00	48.00	32.00	80.00	17.85	571.20
									Section 16 Sub Total ($)	-528.30
Section 17	102	F&I Seal Aggregate A	SY	8,069.00	0.00	8,069.00	-0.85	8,068.15	0.90	-0.77
	103	F&I Seal Oil - CRS-2P	GAL	2,260.00	0.00	2,260.00	-151.31	2,108.69	0.90	-136.18
									Section 17 Sub Total ($)	-136.94
Section 18	106	F&I Seal Aggregate A	SY	23,414.00	0.00	23,414.00	-0.07	23,413.93	0.90	-0.06
	107	F&I Seal Aggregate B	SY	10,032.00	0.00	10,032.00	-0.62	10,031.38	1.08	-0.67
	108	F&I Seal Oil - CRS-2P	GAL	9,933.00	0.00	9,933.00	-512.01	9,420.99	0.90	-460.81
									Section 18 Sub Total ($)	-461.54
Section 19	113	F&I Seal Aggregate A	SY	24,172.00	0.00	24,172.00	-3,782.48	20,389.52	0.90	-3,404.23
	114	F&I Seal Oil - CRS-2P	GAL	6,768.00	0.00	6,768.00	-1,438.99	5,329.01	0.90	-1,295.09
									Section 19 Sub Total ($)	-4,699.32

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	-32,646.86
Previous Change Orders ($)	0.00
Original Contract Amount ($)	952,007.90
Total Contract Amount ($)	919,361.04

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/30/2018	08/30/2018	0.00	0.00	07/30/2018	08/30/2018

Description

APPROVED 12/4/18

APPROVED DATE

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title
Vice President

Department Head

Mayor

Attest

12/11/18

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

43

Improvement District No. BN-16-H1 Type: Negative Final Balancing Change Order #3

Location: 53 Ave S, 52 Ave S to 63 St S Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Negative Final Balancing Change Order #3, in the amount of $-6,686.48 bringing the total contract amount to $958,044.43.

Staff is recommending approval of Negative Final Balancing Change Order #3, in the amount of $-6,686.48.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of $-6,686.48 to Border States Paving, bringing the total contract amount to $958,044.43.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Scott Olson, Project Manager

Date: December 3, 2018

Re: Improvement District #BN-16-H1 – Negative Final Balancing Change Order #3

Background:
Improvement District BN-16-H1 consists of improving 53rd Avenue South by installing Asphalt Pavement, Storm Sewer, Concrete Curb & Gutter, Street Lighting and Sidewalk between 52nd Avenue South and 63rd Street South in South Fargo.

Attached is the Negative Final Balancing Change Order in the amount of $ -6,686.48 for Improvement District BN-16-H1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

- Original Contract: $ 912,477.70
- Change Order #1: $ 21,000.00
- Change Order #2: $ 31,253.21
- FBCO Amount: $ -6,686.48
- **Total Contract: $ 958,044.43**

This project is funded 100% through Special Assessments.

Recommended Motion:
Approve the Negative Final Balancing Change Order #3 in the amount of $ -6,686.48 to Border States Paving.

Attachment
SEO/klb

C: Thomas Knakmuhs
Brenda Derrig

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BN-16-H1 **Change Order No** 3

Project Name Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting, Sidewalk & Incidentals

Date Entered 12/4/2018 **For** Border States Paving Inc

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

EXPLANATION OF CHANGE:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	1	Remove Driveway All Thicknesses All Types	SY	467.00	0.00	467.00	521.85	988.85	6.00	3,131.10
	2	Remove Pipe All Sizes All Types	LF	581.00	0.00	581.00	60.00	641.00	10.00	600.00
	3	Remove Mailbox	EA	1.00	9.00	10.00	-2.00	8.00	500.00	-1,000.00
	6	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	2.00	4.00	200.00	400.00
	8	Silt Fence - Heavy Duty	LF	333.00	0.00	333.00	-237.00	96.00	4.15	-983.55
	9	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	750.00	-750.00
	12	Remove Sign Assembly	EA	4.00	0.00	4.00	-2.00	2.00	25.00	-50.00
	13	F&I Sign Assembly & Anchor	EA	4.00	0.00	4.00	-2.00	2.00	135.00	-270.00
	14	F&I Diamond Grade Cubed	SF	27.00	0.00	27.00	-11.20	15.80	40.00	-448.00
									Miscellaneous Sub Total ($)	629.55
Water Main	16	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	40.00	0.00	40.00	-8.00	32.00	36.50	-292.00
									Water Main Sub Total ($)	-292.00
Storm Sewer	20	F&I Pipe 24" Dia Reinf Conc	LF	729.00	0.00	729.00	0.31	729.31	46.80	14.51
	21	F&I Pipe 18" Dia Reinf Conc	LF	462.00	0.00	462.00	-0.83	461.17	38.50	-31.96
	22	F&I Pipe 15" Dia Reinf Conc	LF	773.00	0.00	773.00	8.52	781.52	32.30	275.20
	23	F&I Pipe 12" Dia Reinf Conc	LF	53.00	0.00	53.00	2.20	55.20	28.10	61.82
									Storm Sewer Sub Total ($)	319.57
Paving	31	Fill - Contractor Supply	CY	5,147.00	0.00	5,147.00	596.03	5,743.03	14.50	8,642.44

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	32	Subcut	CY	2,924.00	0.00	2,924.00	-29.60	2,894.40	4.25	-125.80
	33	Subgrade Preparation	SY	8,771.00	0.00	8,771.00	-692.41	8,078.59	1.60	-1,107.86
	34	F&I Woven Geotextile	SY	8,771.00	0.00	8,771.00	-312.44	8,458.56	1.50	-468.66
	35	F&I Curb & Gutter Standard (Type II)	LF	3,896.00	0.00	3,896.00	-43.40	3,852.60	15.50	-672.70
	36	F&I Edge Drain 4" Dia PVC	LF	3,896.00	0.00	3,896.00	-111.00	3,785.00	8.00	-888.00
	37	F&I Sidewalk 4" Thick Reinf Conc	SY	625.00	0.00	625.00	193.18	818.18	36.00	6,954.48
	38	F&I Driveway 7" Thick Reinf Conc	SY	2,560.00	0.00	2,560.00	265.87	2,825.87	41.00	10,900.67
	39	F&I Class 5 Agg - 9" Thick	SY	8,771.00	0.00	8,771.00	-312.44	8,458.56	10.75	-3,358.73
	40	F&I Asphalt Cement PG 58-34	GAL	48,813.00	0.00	48,813.00	-7,052.41	41,760.59	2.10	-14,810.06
	41	F&I Aggregate for Asph Pavement FAA 43	TON	3,606.00	0.00	3,606.00	-287.42	3,318.58	39.00	-11,209.38
	42	Curb Stop Box to Grade	EA	4.00	0.00	4.00	-2.00	2.00	600.00	-1,200.00
									Paving Sub Total ($)	-7,343.60

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	-6,686.48
Previous Change Orders ($)	52,253.21
Original Contract Amount ($)	912,477.70
Total Contract Amount ($)	958,044.43

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/18/2018	09/17/2018	0.00	0.00	08/18/2018	09/17/2018

Description

APPROVED **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title PROJECT ENGINEER

Department Head 12/11/18

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

44

Improvement District No. UN-15-B1 Type: Negative Final Balancing Change Order #4

Location: 52 Ave S from 45 St S to 63 St S Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding Negative Final Balancing Change Order #4, in the amount of $-29,510.16 bringing the total contract amount to $1,472,765.03.

Staff is recommending approval of Negative Final Balancing Change Order #4, in the amount of $-29,510.16.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of $-29,510.16 to Master Construction, bringing the total contract amount to $1,472,765.03

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: WW Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	UN-15-B1	**Change Order No**	4
Project Name	Sanitary Sewer Force Main & Incidentals		
Date Entered	12/10/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	3	Temp Construction Entrance	EA	4.00	0.00	4.00	-3.00	1.00	2,000.00	-6,000.00
	4	Seeding Type A	SY	17,500.00	19,000.00	36,500.00	-18,013.00	18,487.00	0.50	-9,006.50
	5	Mulching Type 1 - Hydro	SY	17,500.00	-15,000.00	2,500.00	-2,500.00	0.00	0.50	-1,250.00
	6	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	300.00	0.00	300.00	-300.00	0.00	10.00	-3,000.00
	45	F&I Sidewalk 4" Thick Reinf Conc	SY	467.20	0.00	467.20	7.80	475.00	68.75	536.25
	46	F&I Sidewalk 6" Thick Reinf Conc	SY	15.50	0.00	15.50	-3.60	11.90	74.25	-267.30
	48	F&I Det Warn Panels Cast Iron	SF	34.00	0.00	34.00	-4.30	29.70	60.50	-260.15
	49	Mulching Type 2 - Straw	SY	34,000.00	0.00	34,000.00	-15,513.00	18,487.00	0.17	-2,637.21
									Miscellaneous Sub Total ($)	-21,884.91
Water Main	8	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	85.00	0.00	85.00	-73.67	11.33	100.00	-7,367.00
									Water Main Sub Total ($)	-7,367.00
Gravity - Phase 1	12	Bore Pipe SDR 26 - 15" Dia PVC	LF	50.00	0.00	50.00	21.00	71.00	1,000.00	21,000.00
	13	F&I Pipe SDR 26 - 15" Dia PVC	LF	1,400.00	0.00	1,400.00	-86.25	1,313.75	65.00	-5,606.25
									Gravity - Phase 1 Sub Total ($)	15,393.75
Force Main - Phase 2	15	Bore Force Main 12" Dia	LF	4,425.00	0.00	4,425.00	-27.00	4,398.00	115.00	-3,105.00
	19	F&I Force Main - Fittings	LB	600.00	0.00	600.00	-305.00	295.00	5.00	-1,525.00
									Force Main - Phase 2 Sub Total ($)	-4,630.00

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ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Force Main - Phase 3	21	F&I Force Main 12" Dia	LF	2,325.00	0.00	2,325.00	-25.00	2,300.00	80.00	-2,000.00
	23	F&I Force Main - Fittings	LB	1,170.00	0.00	1,170.00	-575.00	595.00	4.00	-2,300.00
									Force Main - Phase 3 Sub Total ($)	-4,300.00
Meter Pit	29	F&I Pipe SDR 26 - 15" Dia PVC	LF	25.00	0.00	25.00	-10.00	15.00	100.00	-1,000.00
	31	Subgrade Preparation	SY	200.00	0.00	200.00	-105.00	95.00	5.00	-525.00
	32	F&I Woven Geotextile	SY	200.00	0.00	200.00	-105.00	95.00	2.00	-210.00
	33	F&I Class 5 Agg - 8" Thick	SY	375.00	0.00	375.00	-109.90	265.10	10.00	-1,099.00
	34	F&I Asphalt Cement PG 58-34	GAL	1,350.00	0.00	1,350.00	-555.00	795.00	3.00	-1,665.00
	35	F&I Aggregate for Asph Pavement FAA 43	TON	105.00	0.00	105.00	-43.00	62.00	60.00	-2,580.00
	36	F&I Driveway 6" Thick Reinf Conc	SY	165.00	0.00	165.00	5.10	170.10	70.00	357.00
									Meter Pit Sub Total ($)	-6,722.00

Summary

Source Of Funding	
Net Amount Change Order # 4 ($)	-29,510.16
Previous Change Orders ($)	78,085.19
Original Contract Amount ($)	1,424,190.00
Total Contract Amount ($)	1,472,765.03

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/15/2017		0.00	0.00	10/15/2017	

Description

APPROVED

For Contractor

Scott Alie - Master Const.

APPROVED DATE

Department Head 12/11/18

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

PROJECT MANAGER

Attest

CITY OF Fargo

To: Fred Schlanser, Master Construction Co. Inc.

From: Jason Satterlund, Project Manager

Date: December 7, 2018

Re: UN-15-B1 remaining items for spring 2019

City of Fargo will final Improvement District UN-15-B1 for year-end 2018 with the following outstanding punch list items to be completed by Master Construction Co. Inc. by June 1, 2019 at no additional cost to the City of Fargo.

Remaining punch list items:

- Install 4 surface mount bollards on sanitary sewer meter pit.
- Remove topsoil contaminated with 1-1/4" rock from digging bursting pits and replace with suitable topsoil.
- Plant nine trees that were destroyed during bursting operations.
  - 1-1/2" diameter:
    - 3-Red Splendor Crabapple, 1- Boulevard Linden, 1-Thunderchild Crabapple, 1-Common Hackberry, 1-Northern Acclaim Honey-locust
  - Smaller diameter:
    - 1-Dakota Pinnacle Birch, 1-Ivory Silk Tree Lilac
- There are trees in addition to those listed above that have had clay and rock piled around them since June 2018. If those trees show signs of damage in the spring of 2019 (as determined by City of Fargo Forestry staff), they will also need to be replaced.
- Seed and hydro-mulch disturbed areas by City of Fargo sanitary sewer lift station on 63rd Street South.

Master Construction Co. Inc. acknowledges items listed above are outstanding punch list items that need to be corrected by June 1, 2019 at no additional cost to City of Fargo.

PROJECT MANAGER
Name, Title

12/10/18
Date

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

45

Improvement District No. BR-17-G1 Type: Final Balancing Change Order #1

Location: 7 St, 1 Ave S – 5 Ave S Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, for Final Balancing Change Order #1 in the amount of $1,036.87, bringing the total contract amount to $911,009.65.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #1.

RECOMMENDED MOTION
Approve Final Balancing Change Order #1 in the amount of $1,036.87 to Shermans.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

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FAR MORE

ENGINEERING DEPARTMENT
225 4th Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: December 6, 2018

Re: Improvement District #BR-17-G1 - Final Balancing Change Order #1
Water Main Replacement, Street Reconstruction & Incidentals

Attached is a final balancing change order in the amount of $1,036.87 for Improvement District No. BR-17-G1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$ 909,972.78
FBCO Amount:	$ 1,036.87 (0.11% increase)
Total Contract:	**$ 911,006.65**

Recommended Motion:
Approve Final Balancing Change Order #1 in the amount of $1,036.87 to Shermans LLC.

RJL/klo
Attachment
C: Tom Knakmuhs

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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-17-G1	**Change Order No**	1
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	12/6/2018	For	Shermans LLC

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Paving	1	Remove Pavement All Thicknesses All Types	SY	6,000.00	0.00	6,000.00	-40.90	5,959.10	4.00	-163.60
	2	Remove Curb & Gutter	LF	3,050.00	0.00	3,050.00	10.10	3,060.10	4.00	40.40
	3	Remove Driveway All Thicknesses All Types	SY	285.00	0.00	285.00	-34.60	250.40	6.00	-207.60
	4	Remove Sidewalk All Thicknesses All Types	SY	1,000.00	0.00	1,000.00	480.40	1,480.40	6.00	2,882.40
	5	Subgrade Preparation	SY	6,810.00	0.00	6,810.00	-53.60	6,756.40	5.70	-305.52
	6	F&I Woven Geotextile	SY	6,810.00	0.00	6,810.00	-53.60	6,756.40	1.60	-85.76
	7	F&I Class 5 Agg - 10" Thick	SY	6,810.00	0.00	6,810.00	-53.60	6,756.40	9.77	-523.67
	8	F&I Edge Drain 4" Dia PVC	LF	3,050.00	0.00	3,050.00	-475.60	2,574.40	6.15	-2,924.94
	9	F&I Curb & Gutter Standard (Type II)	LF	3,050.00	0.00	3,050.00	31.70	3,081.70	19.00	602.30
	10	F&I Asphalt Cement PG 58-34	GAL	34,470.00	0.00	34,470.00	-1,756.36	32,713.64	2.00	-3,512.72
	11	F&I Aggregate for Asph Pavement FAA 43	TON	2,485.00	0.00	2,485.00	41.43	2,526.43	34.95	1,447.98
	12	F&I Sidewalk 4" Thick Reinf Conc	SY	1,800.00	0.00	1,800.00	193.10	1,993.10	37.75	7,289.53
	13	F&I Sidewalk 6" Thick Reinf Conc	SY	90.00	0.00	90.00	-4.90	85.10	68.00	-333.20
	14	F&I Det Warn Panels Cast Iron	SF	220.00	0.00	220.00	15.00	235.00	40.00	600.00
	15	F&I Impressioned 6" Thick Reinf Conc	SY	110.00	0.00	110.00	1.10	111.10	80.00	88.00
	16	Casting to Grade - no Conc	EA	26.00	0.00	26.00	1.00	27.00	200.00	200.00
	18	GV Box to Grade - no Conc	EA	6.00	0.00	6.00	1.00	7.00	100.00	100.00

Paving	19	GV Box to Grade - Blvd	EA	5.00	0.00	5.00	-1.00	4.00	50.00	-50.00
	20	F&I Flat MH Cover 8" Thick Reinf Conc	EA	8.00	0.00	8.00	-4.00	4.00	500.00	-2,000.00
	21	Rem & Repl Casting - Self Leveling	EA	12.00	0.00	12.00	-6.00	6.00	1,169.00	-7,014.00
	22	Rem & Repl Casting - Std Manhole	EA	2.00	0.00	2.00	6.00	8.00	421.00	2,526.00
	24	Inlet Protection - Existing Inlet	EA	24.00	0.00	24.00	-6.00	18.00	110.00	-660.00
	25	Inlet Protection - New Inlet	EA	9.00	0.00	9.00	-1.00	8.00	110.00	-110.00
	26	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	250.00	-250.00
	27	Seeding Type B	SY	3,000.00	0.00	3,000.00	1,004.76	4,004.76	0.90	904.28
	28	Mulching Type 1 - Hydro	SY	3,000.00	0.00	3,000.00	1,004.76	4,004.76	0.60	602.86
	29	Weed Control Type B	SY	3,000.00	0.00	3,000.00	465.53	3,465.53	0.10	46.55
	32	Install Salvaged Gravel 8" Thick	SY	1,500.00	0.00	1,500.00	-1,500.00	0.00	3.00	-4,500.00
	33	F&I Fence	LF	281.00	0.00	281.00	-1.20	279.80	64.18	-77.02
	35	F&I Driveway 6" Thick Reinf Conc	SY	250.00	0.00	250.00	-34.10	215.90	62.50	-2,131.25
	89	* Extra-Asphalt Patching	SY	0.00	0.00	0.00	1.00	1.00	7,890.00	7,890.00
									Paving Sub Total ($)	371.02
Sanitary Sewer	36	F&I Pipe w/GB SDR 35 - 15" Dia PVC	LF	55.00	0.00	55.00	0.10	55.10	75.00	7.50
	38	F&I Pipe SDR 26 - 6" Dia PVC	LF	50.00	0.00	50.00	-13.05	36.95	58.00	-756.90
	90	* Exploritory excavation and abandoning of a sewer and water service for 405 7th St. S.	LS	0.00	0.00	0.00	1.00	1.00	3,430.00	3,430.00
	91	* Additional time & materials to regrade 2 sewer services for 700 1 Ave S over the new storm sewer main and connect 1 roof drain into ST-4	LS	0.00	0.00	0.00	1.00	1.00	2,000.00	2,000.00
									Sanitary Sewer Sub Total ($)	4,680.60
Water Main	39	Remove Pipe All Sizes All Types	LF	300.00	0.00	300.00	283.90	583.90	5.00	1,419.50
	40	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	40.00	0.00	40.00	-0.10	39.90	50.00	-5.00
	41	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	75.00	0.00	75.00	-35.65	39.35	55.00	-1,960.75
	42	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	40.00	0.00	40.00	43.85	83.85	60.00	2,631.00

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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main	43	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	1,255.00	0.00	1,255.00	196.45	1,451.45	55.00	10,804.75
	49	F&I Fittings Ductile Iron	LB	5,495.00	0.00	5,495.00	-385.00	5,110.00	4.00	-1,540.00
	50	Rem & Repl CS & Box 1" Dia	EA	6.00	0.00	6.00	-1.00	5.00	1,000.00	-1,000.00
	51	Rem & Repl CS & Box 1.5" Dia	EA	1.00	0.00	1.00	1.00	2.00	1,100.00	1,100.00
	52	F&I Pipe w/GB 1.5" Dia Copper	LF	20.00	0.00	20.00	18.80	38.80	45.00	846.00
	53	F&I Pipe w/GB 1" Dia Copper	LF	130.00	0.00	130.00	-32.90	97.10	40.00	-1,316.00
	56	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	1.00	-100.00
									Water Main Sub Total ($)	10,879.50
Storm Sewer	57	Remove Pipe All Sizes All Types	LF	596.00	0.00	596.00	-149.40	446.60	8.00	-1,195.20
	59	Remove Manhole	EA	6.00	0.00	6.00	-1.00	5.00	350.00	-350.00
	61	F&I Manhole 4' Dia Reinf Conc	EA	1.00	0.00	1.00	3.00	4.00	2,800.00	8,400.00
	62	F&I Manhole 5' Dia Reinf Conc	EA	3.00	0.00	3.00	-3.00	0.00	4,107.00	-12,321.00
	64	F&I Pipe w/GB 12" Dia Reinf Conc	LF	205.00	0.00	205.00	-130.00	75.00	48.00	-6,240.00
	65	F&I Pipe w/GB 18" Dia Reinf Conc	LF	43.00	0.00	43.00	-4.00	39.00	50.00	-200.00
	66	F&I Pipe w/GB 21" Dia Reinf Conc	LF	20.00	0.00	20.00	-1.30	18.70	45.00	-58.50
	67	F&I Pipe w/GB 27" Dia Reinf Conc	LF	365.00	0.00	365.00	-52.20	312.80	55.00	-2,871.00
	69	Connect Pipe to Exist Pipe	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
									Storm Sewer Sub Total ($)	-15,335.70
Street Lighting	74	F&I Innerduct 1.5" Dia	LF	1,871.00	0.00	1,871.00	-184.00	1,687.00	8.75	-1,610.00
	75	F&I Conductor #6 USE Cu	LF	7,944.00	0.00	7,944.00	291.00	8,235.00	1.25	363.75
									Street Lighting Sub Total ($)	-1,246.25
Signing	81	F&I Sign Assembly	EA	5.00	0.00	5.00	10.00	15.00	50.00	500.00
	82	F&I Sign Assembly & Anchor	EA	12.00	0.00	12.00	-2.00	10.00	80.00	-160.00
	83	F&I Diamond Grade Cubed	SF	52.00	0.00	52.00	-3.00	49.00	20.00	-60.00
	84	F&I Engineering Grade	SF	21.00	0.00	21.00	4.30	25.30	15.00	64.50
									Signing Sub Total ($)	344.50
Pavement Markings	86	Paint Epoxy Line 16" Wide	LF	12.00	0.00	12.00	-2.84	9.16	20.00	-56.80
	87	Paint Epoxy Line 24" Wide	LF	206.00	0.00	206.00	40.00	246.00	14.00	560.00

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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Pavement Markings	88	F&I Grooved Plastic Film 24" Wide	LF	114.00	0.00	114.00	24.00	138.00	35.00	840.00
									Pavement Markings Sub Total ($)	1,343.20
	* NC Items								Grand Total ($)	1,036.87

Summary	
Source Of Funding	
Net Amount Change Order # 1 ($)	1,036.87
Previous Change Orders ($)	0.00
Original Contract Amount ($)	909,972.78
Total Contract Amount ($)	911,009.65

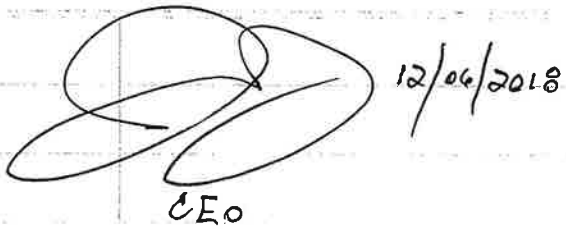
I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2017		0.00	0.00	10/31/2017	

Description

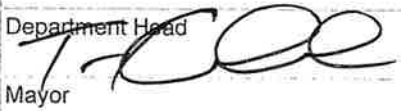
APPROVED

For Contractor  12/06/2018

Title CEO

APPROVED DATE

Department Head

Mayor  12/11/18

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

46

Improvement District No. PN-18-A1 Type: Final Balancing Change Order #2

Location: Urban Plains, Calico Dr, 41st St S, 30th Ave S, Thunder Dr., Brant addition, Tuscan Ct., Davies 2nd Addition

Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2017
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Final Balancing Change Order #2 in the amount of $41,462.13, bringing the total contract amount to $1,341,730.30.

Staff is recommending approval of Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #2.

RECOMMENDED MOTION
Approve Final Balancing Change Order #2 in the amount of $41,462.13 to FM Asphalt LLC.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Hoogland, Project Manager

Date: December 5, 2018

Re: Improvement District #PN-18-A1 – Final Balancing Change Order #2

Background:
Improvement District # PN-18-A1 is for Asphalt Wear Course & Incidentals.

Attached is the Final Balancing Change Order #2 in the amount of $41,462.13 for Improvement District #PN-18-A1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was $1,286,492.39. Change Order #1 for $13,775.78 brought the total contract amount to $1,300,268.17. This FBCO will bring the project final amount to $1,341,730.30 (4.3% increase). This Improvement District is funded with Special Assessments.

Recommended Motion:
Approve the Final Balancing Change Order #2 in the amount of $41,462.13.

Attachment
JMH/klb

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	PN-18-A1	**Change Order No**	2
Project Name	Asphalt Wear Course & Incidentals		
Date Entered	12/5/2018	**For**	FM Asphalt LLC

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

EXPLANATION OF CHANGE: final numbers

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section 1	1	Repair Inlet	EA	3.00	0.00	3.00	-1.00	2.00	425.00	-425.00
	2	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	735.00	-735.00
	3	Rem & Repl Curb & Gutter	LF	1,500.00	0.00	1,500.00	164.90	1,664.90	36.00	5,936.40
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	36.00	0.00	36.00	79.06	115.06	60.00	4,743.60
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	100.00	0.00	100.00	-0.31	99.69	66.00	-20.46
	6	Remove Sidewalk All Thicknesses All Types	SY	186.00	0.00	186.00	50.56	236.56	24.00	1,213.44
	7	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	88.00	-4,400.00
	8	F&I Driveway 7" Thick Reinf Conc	SY	78.00	0.00	78.00	-0.05	77.95	80.00	-4.00
	9	F&I Det Warn Panels Cast Iron	SF	214.00	0.00	214.00	64.00	278.00	41.00	2,624.00
	10	F&I Aggregate for Asph Pavement FAA 43	TON	5,336.00	0.00	5,336.00	946.11	6,282.11	31.80	30,086.30
	11	F&I Asphalt Cement PG 58-34	GAL	68,063.00	0.00	68,063.00	-13,292.15	81,355.15	2.15	28,578.12
	12	Casting to Grade - no Conc	EA	32.00	0.00	32.00	-1.00	31.00	195.00	-195.00
	14	Rem & Repl Pavement 9" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	49.00	-4,900.00
	16	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	3,300.00	0.00	3,300.00	-251.00	3,049.00	1.20	-301.20
	17	Sodding	SY	600.00	0.00	600.00	-277.30	322.70	18.50	-5,130.05
	18	F&I Grooved Thermoplastic Pavement Marking Message	SF	80.00	0.00	80.00	186.48	266.48	33.00	6,153.84
	19	Paint Epoxy Line 4" Wide	LF	8,046.00	0.00	8,046.00	-619.00	7,427.00	3.30	-2,042.70

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 1	20	Paint Epoxy Line 8" Wide	LF	964.50	0.00	964.50	-37.50	927.00	5.20	-195.00
	22	Paint Epoxy Line 24" Wide	LF	1,050.00	0.00	1,050.00	-79.00	971.00	17.30	-1,366.70
	23	Paint Epoxy Message	SF	368.00	0.00	368.00	-32.00	336.00	14.00	-448.00
	25	F&I Detection In-Ground Loop	EA	4.00	0.00	4.00	-1.00	3.00	1,800.00	-1,800.00
								Section 1 Sub Total ($)		57,372.59
Section 2	26	Repair Inlet	EA	1.00	0.00	1.00	1.00	2.00	425.00	425.00
	27	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	-1.00	0.00	735.00	-735.00
	28	Rem & Repl Curb & Gutter	LF	500.00	0.00	500.00	216.60	716.60	40.00	8,664.00
	29	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	-10.00	0.00	72.00	-720.00
	30	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	-10.00	0.00	28.00	-280.00
	31	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	88.00	-4,400.00
	32	F&I Det Warn Panels Cast Iron	SF	8.00	0.00	8.00	-8.00	0.00	41.00	-328.00
	33	F&I Aggregate for Asph Pavement FAA 43	TON	1,275.00	0.00	1,275.00	173.18	1,448.18	31.80	5,507.12
	34	F&I Asphalt Cement PG 58-34	GAL	16,252.00	0.00	16,252.00	2,446.45	18,698.45	2.15	5,259.87
	35	Casting to Grade - no Conc	EA	11.00	0.00	11.00	-2.00	9.00	195.00	-390.00
	36	GV Box to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	80.00	-80.00
	37	Rem & Repl Pavement 9" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	49.00	-4,900.00
	39	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	0.00	150.00	-58.00	92.00	3.30	-191.40
	40	Sodding	SY	200.00	0.00	200.00	-112.10	87.90	18.50	-2,073.85
	41	Paint Epoxy Line 4" Wide	LF	548.00	0.00	548.00	-4.00	544.00	2.40	-9.60
	42	Paint Epoxy Line 8" Wide	LF	200.00	0.00	200.00	-2.00	198.00	4.00	-8.00
	45	F&I Detection In-Ground Loop	EA	3.00	0.00	3.00	-2.00	1.00	1,800.00	-3,600.00
								Section 2 Sub Total ($)		2,140.14
Section 3	47	F&I Repair Band 4" thru 12" Dia	EA	1.00	0.00	1.00	3.00	4.00	735.00	2,205.00
	48	Rem & Repl Curb & Gutter	LF	1,000.00	0.00	1,000.00	690.80	1,690.80	39.75	27,459.30
	49	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	-3.94	6.06	72.00	-283.68
	50	Remove Sidewalk All Thicknesses All Types	SY	10.00	0.00	10.00	4.27	14.27	28.00	119.56

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 3	51	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	88.00	-4,400.00
	53	F&I Aggregate for Asph Pavement FAA 43	TON	3,300.00	0.00	3,300.00	318.67	3,618.67	31.80	10,133.71
	54	F&I Asphalt Cement PG 58-34	GAL	42,150.00	0.00	42,150.00	4,496.98	46,646.98	2.15	9,668.51
	57	Rem & Repl Pavement 9" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	49.00	-4,900.00
	59	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	0.00	200.00	-6.00	194.00	3.30	-19.80
	60	Sodding	SY	300.00	0.00	300.00	-14.81	285.19	18.50	-273.99
								Section 3 Sub Total ($)		39,708.61
Section 4	62	Repair Inlet	EA	2.00	0.00	2.00	-2.00	0.00	425.00	-850.00
	63	Rem & Repl Curb & Gutter	LF	1,000.00	0.00	1,000.00	-263.20	736.80	40.00	-10,528.00
	64	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	67.00	-3,350.00
	65	F&I Aggregate for Asph Pavement FAA 43	TON	2,211.00	0.00	2,211.00	-26.19	2,184.81	31.80	-832.84
	66	F&I Asphalt Cement PG 58-34	GAL	28,204.00	0.00	28,204.00	-333.82	27,870.18	2.15	-717.71
	68	GV Box to Grade - no Conc	EA	5.00	0.00	5.00	-1.00	4.00	80.00	-80.00
	69	Rem & Repl Pavement 6" Thick Asph	SY	100.00	0.00	100.00	-100.00	0.00	49.00	-4,900.00
	71	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	0.00	100.00	-100.00	0.00	3.30	-330.00
	72	Sodding	SY	300.00	0.00	300.00	-249.48	50.52	18.50	-4,615.38
								Section 4 Sub Total ($)		-26,203.94
Section 5	74	Repair Inlet	EA	1.00	0.00	1.00	-1.00	0.00	425.00	-425.00
	75	Rem & Repl Curb & Gutter	LF	300.00	0.00	300.00	-28.40	271.60	41.00	-1,164.40
	76	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-45.73	4.27	67.00	-3,063.91
	77	F&I Aggregate for Asph Pavement FAA 43	TON	225.00	0.00	225.00	17.67	242.67	36.25	640.54
	78	F&I Asphalt Cement PG 58-34	GAL	2,865.00	0.00	2,865.00	230.57	3,095.57	2.15	495.73
	82	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	0.00	100.00	25.00	125.00	3.30	82.50
	83	Sodding	SY	100.00	0.00	100.00	-90.39	9.61	18.50	-1,672.22
								Section 5 Sub Total ($)		-5,106.76

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 6	85	Repair Inlet	EA	1.00	0.00	1.00	-1.00	0.00	425.00	-425.00
	86	Rem & Repl Curb & Gutter	LF	800.00	0.00	800.00	-357.80	442.20	40.00	-14,312.00
	87	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	-20.00	0.00	62.00	-1,240.00
	88	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	0.00	10.00	2.95	12.95	72.00	212.40
	89	Remove Sidewalk All Thicknesses All Types	SY	30.00	0.00	30.00	-17.05	12.95	26.00	-443.30
	90	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	0.00	50.00	-50.00	0.00	67.00	-3,350.00
	91	F&I Aggregate for Asph Pavement FAA 43	TON	1,210.00	0.00	1,210.00	-28.33	1,181.67	32.40	-917.89
	92	F&I Asphalt Cement PG 58-34	GAL	15,426.00	0.00	15,426.00	-137.97	15,288.03	2.15	-296.64
	93	Casting to Grade - no Conc	EA	14.00	0.00	14.00	-1.00	13.00	195.00	-195.00
	95	Rem & Repl Pavement 6" Thick Asph	SY	50.00	0.00	50.00	-50.00	0.00	49.00	-2,450.00
	97	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	0.00	150.00	-120.00	30.00	3.30	-396.00
	98	Sodding	SY	200.00	0.00	200.00	-176.21	23.79	18.50	-3,259.89
	106	* Extra traffic control for remove and replace concrete on returns off of 70th ave s at 23rd st & 24th st s.	LS	0.00	0.00	0.00	1.00	1.00	624.80	624.80

Section 6 Sub Total ($) -26,448.51

* NC Items

Grand Total ($) **41,462.13**

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	41,462.13
Previous Change Orders ($)	13,775.78
Original Contract Amount ($)	1,286,492.39
Total Contract Amount ($)	1,341,730.30

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

10/01/2018	0.00	0.00	10/01/2018

Description

APPROVED

APPROVED DATE

For Contractor

Title

Vice President

~~Department Head~~

Mayor

12/14/18

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

47

Improvement District No. BR-17-H1 Type: Final Balancing Change Order #2

Location: 15th-16th Street & 23rd Avenue S Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Final Balancing Change Order #2 in the amount of $15,398.36, bringing the total contract amount to $355,551.89.

Staff is recommending approval of Final Balancing Change Order #2.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #2.

RECOMMENDED MOTION
Approve Final Balancing Change Order #2 in the amount of $15,398.36 to Master Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Engineer

Date: December 6, 2017

Re: Improvement District BR-17-H1 – Final Balancing Change Order #2

Background:
Improvement District BR-17-H1 is a water main replacement and street reconstruction project on 23rd Avenue South between 15th and 16th Streets South.

Attached is the Final Balancing Change Order #2 in the amount of $15,398.36. Master Construction Co. Inc. met all the requirements of the contract and finished ahead of the completion date. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	$ 330,877.00
CO #1:	$ 9,276.53
FBCO #2:	$ 15,398.36
Total Contract:	**$ 355,551.89**

All costs were funded with a combination of Water Utility, Sewer Utility, Sales Tax, and Special Assessments.

Recommended Motion:
Approve the Final Balancing Change Order #2 to Master Construction Co. Inc. in the amount of $15,398.36.

JTS/klb
Attachment

C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-17-H1	**Change Order No**	2
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	12/5/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: FBCO

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	1	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	210.00	0.00	210.00	71.80	281.80	40.00	2,872.00
	2	Connect Sewer Service 10' to 15' Deep	EA	7.00	0.00	7.00	6.00	13.00	1,000.00	6,000.00
	3	Connect Sewer Service Option C	EA	7.00	0.00	7.00	6.00	13.00	450.00	2,700.00
									Sanitary Sewer Sub Total ($)	11,572.00
Water Main	4	F&I Fittings Ductile Iron	LB	510.00	0.00	510.00	370.00	880.00	5.00	1,850.00
	6	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	21.00	0.00	21.00	-4.90	16.10	50.00	-245.00
	7	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	745.00	0.00	745.00	-2.60	742.40	65.00	-169.00
	10	Remove Pipe - Asbestos Cement	LF	766.00	0.00	766.00	-7.50	758.50	7.00	-52.50
	11	F&I Pipe w/GB 1" Dia Copper	LF	390.00	0.00	390.00	-4.50	385.50	39.00	-175.50
									Water Main Sub Total ($)	1,208.00
Paving	15	Remove Mailbox	EA	16.00	0.00	16.00	1.00	17.00	100.00	100.00
	16	Temp Mailbox	LS	1.00	0.00	1.00	0.50	1.50	1,000.00	500.00
	17	Remove Curb & Gutter	LF	1,515.00	0.00	1,515.00	57.60	1,572.60	6.00	345.60
	18	Remove Sidewalk All Thicknesses All Types	SY	375.00	0.00	375.00	-119.80	255.20	8.00	-958.40
	19	Remove Driveway All Thicknesses All Types	SY	325.00	0.00	325.00	20.80	345.80	8.00	166.40
	20	Remove Pavement All Thicknesses Asph	SY	2,185.00	0.00	2,185.00	78.60	2,263.60	6.00	471.60

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	21	Subgrade Preparation	SY	2,775.00	0.00	2,775.00	100.80	2,875.80	2.00	201.60
	22	F&I Woven Geotextile	SY	2,775.00	0.00	2,775.00	100.80	2,875.80	1.50	151.20
	23	F&I Class 5 Agg - 8" Thick	SY	2,775.00	0.00	2,775.00	100.80	2,875.80	8.00	806.40
	24	F&I Edge Drain 4" Dia PVC	LF	1,515.00	0.00	1,515.00	61.00	1,576.00	6.00	366.00
	25	F&I Curb & Gutter Mountable (Type I)	LF	1,515.00	0.00	1,515.00	57.60	1,572.60	15.00	864.00
	26	F&I Sidewalk 4" Thick Reinf Conc	SY	375.00	0.00	375.00	-119.80	255.20	35.00	-4,193.00
	27	F&I Driveway 6" Thick Reinf Conc	SY	325.00	0.00	325.00	50.00	375.00	40.00	2,000.00
	28	F&I Aggregate for Asph Pavement FAA 43	TON	841.00	0.00	841.00	5.20	846.20	40.00	208.00
	29	F&I Asphalt Cement PG 58-34	GAL	11,345.00	0.00	11,345.00	-594.72	10,750.28	2.00	-1,189.44
	34	Mulching Type 1 - Hydro	SY	1,210.00	0.00	1,210.00	239.00	1,449.00	1.50	358.50
	35	Seeding Type B	SY	1,210.00	0.00	1,210.00	239.00	1,449.00	1.50	358.50
	36	Weed Control Type B	SY	1,210.00	0.00	1,210.00	239.00	1,449.00	0.20	47.80
	38	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	800.00	-800.00
	55	F&I Pavement 8" Thick Reinf Conc	SY	43.40	0.00	43.40	-0.40	43.00	85.00	-34.00
	60	* Additional Traffic Control	LS	0.00	0.00	0.00	1.00	1.00	638.00	638.00
	61	* Remove & Replace damaged (by others) 4" RC Sidewalk	SY	0.00	0.00	0.00	1.00	1.00	2,178.00	2,178.00
									Paving Sub Total ($)	2,586.76
Street Lights	47	F&I Conductor #6 USE Cu	LF	2,445.00	0.00	2,445.00	12.00	2,457.00	1.30	15.60
	48	F&I Innerduct 1.5" Dia	LF	920.00	0.00	920.00	4.00	924.00	4.00	16.00
									Street Lights Sub Total ($)	31.60
	* NC Items								**Grand Total ($)**	**15,398.36**

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	15,398.36
Previous Change Orders ($)	9,276.53
Original Contract Amount ($)	330,877.00
Total Contract Amount ($)	355,551.89

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/31/2017		0.00	0.00	07/31/2017	

Description

APPROVED _____ APPROVED DATE _____ 12/11/18

For Contractor _____ Department Head

Title Scott Ahlf - Master Construction _____ Mayor

Project Manager _____ Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-J1 Type: Final Balancing Change Order #4

Location: 22nd Ave S, 23rd Ave S, 6th St S Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #4 in the amount of $16,592.36, bringing the total contract amount to $870,725.46.

Staff is recommending approval of Final Balancing Change Order #4.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #4.

RECOMMENDED MOTION
Approve Final Balancing Change Order #4, in the amount of $16,592.36 to Tom's Backhoe.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Utility Funds, Sales Tax & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Date: December 10, 2018

Re: Final Balancing Change Order #4 – Improvement District No. BR-17-J1
Water Main Replacement, Street Reconstruction & Incidentals

Attached is a final balancing change order in the amount of $16,592.36 for Improvement District No. BR-17-J1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$	854,133.10
Change Order #1	$	0.00 (Time extension)
Change Order #2	$	0.00 (Time extension)
Change Order #3	$	0.00 (Time extension)
FBCO #4:	$	16,592.36 (1.94% increase)
Total Contract:	$	870,725.46

The Contractor was assessed $40,200 in liquidated damages for not completing the project by the specified completion dates. After deducting liquidated damages, the final amount owed to the Contractor is $830,525.46.

Recommended Motion:
Approve Final Balancing Change Order #4 in the amount of $16,592.36 to Tom's Backhoe.

Attachment
C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-17-J1	**Change Order No**	4
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	11/28/2018	**For**	Toms Backhoe Service Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	161.00	0.00	161.00	469.60	630.60	5.00	2,348.00
	6	F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	100.00	0.00	100.00	-98.50	1.50	46.00	-4,531.00
	7	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	400.00	0.00	400.00	26.60	426.60	56.00	1,489.60
	8	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	40.00	0.00	40.00	17.00	57.00	70.00	1,190.00
	9	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	200.00	0.00	200.00	34.93	234.93	75.00	2,619.75
	10	Connect Sewer Service Less Than 10' Deep	EA	10.00	0.00	10.00	8.00	18.00	300.00	2,400.00
	11	Connect Sewer Service 10' to 15' Deep	EA	4.00	0.00	4.00	-2.00	2.00	450.00	-900.00
	12	Connect Sewer Service Option B	EA	5.00	0.00	5.00	-5.00	0.00	250.00	-1,250.00
	13	Connect Sewer Service Option C	EA	5.00	0.00	5.00	7.00	12.00	300.00	2,100.00
	20	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-78.00	22.00	15.00	-1,170.00
								Sanitary Sewer Sub Total ($)		4,296.35
Water Main Replacement	23	F&I Insulation 2" Thick	SY	25.00	0.00	25.00	-7.20	17.80	15.00	-108.00
	24	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	63.00	0.00	63.00	-1.80	61.20	35.00	-63.00
	25	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,900.00	0.00	1,900.00	-3.00	1,897.00	38.00	-114.00
	29	F&I Fittings Ductile Iron	LB	2,340.00	0.00	2,340.00	320.00	2,660.00	3.00	960.00
	31	F&I Pipe w/GB 1" Dia Copper	LF	950.00	0.00	950.00	30.00	980.00	40.00	1,200.00

Water Main Replacement	34	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	15.00	-1,500.00
	35	F&I Hydrant Ext. 6" High	EA	1.00	0.00	1.00	-1.00	0.00	675.00	-675.00
	36	F&I Hydrant Ext. 12" High	EA	1.00	0.00	1.00	2.00	3.00	750.00	1,500.00
	37	F&I Hydrant Ext. 18" High	EA	1.00	0.00	1.00	-1.00	0.00	850.00	-850.00
								Water Main Replacement Sub Total ($)		350.00
Storm Sewer	39	Remove Pipe All Sizes All Types	LF	152.00	0.00	152.00	-44.50	107.50	10.00	-445.00
	42	F&I Pipe w/GB 15" Dia Reinf Conc	LF	160.00	0.00	160.00	-43.61	116.39	60.00	-2,616.60
	43	Connect Pipe to Exist Structure	EA	5.00	0.00	5.00	-2.00	3.00	500.00	-1,000.00
								Storm Sewer Sub Total ($)		-4,061.60
Paving	48	Inlet Protection - Existing Inlet	EA	20.00	0.00	20.00	-8.00	12.00	100.00	-800.00
	50	Seeding Type B	SY	5,250.00	0.00	5,250.00	950.00	6,200.00	0.50	475.00
	51	Mulching Type 1 - Hydro	SY	5,250.00	0.00	5,250.00	950.00	6,200.00	0.45	427.50
	52	Weed Control Type B	SY	5,250.00	0.00	5,250.00	-5,250.00	0.00	0.05	-262.50
	54	Remove Pavement All Thicknesses All Types	SY	6,660.00	0.00	6,660.00	25.00	6,685.00	7.00	175.00
	55	Remove Sidewalk All Thicknesses All Types	SY	800.00	0.00	800.00	230.60	1,030.60	5.00	1,153.00
	56	Remove Driveway All Thicknesses All Types	SY	1,472.00	0.00	1,472.00	28.10	1,500.10	6.00	168.60
	57	Rem & Repl Casting - Self Leveling	EA	4.00	0.00	4.00	1.00	5.00	1,300.00	1,300.00
	58	Subgrade Preparation	SY	7,032.00	0.00	7,032.00	53.80	7,085.80	2.50	134.50
	59	F&I Woven Geotextile	SY	7,032.00	0.00	7,032.00	53.80	7,085.80	1.50	80.70
	60	F&I Class 5 Agg - 8" Thick	SY	7,032.00	0.00	7,032.00	53.80	7,085.80	8.00	430.40
	61	F&I Edge Drain 4" Dia PVC	LF	3,653.00	0.00	3,653.00	-2.00	3,651.00	6.50	-13.00
	62	F&I Curb & Gutter Standard (Type II)	LF	3,653.00	0.00	3,653.00	12.00	3,665.00	16.00	192.00
	63	F&I Aggregate for Asph Pavement FAA 43	TON	2,150.00	0.00	2,150.00	129.58	2,279.58	32.75	4,243.75
	64	F&I Asphalt Cement PG 58-34	GAL	29,000.00	0.00	29,000.00	-356.19	28,643.81	1.96	-698.13
	65	F&I Sidewalk 4" Thick Reinf Conc	SY	800.00	0.00	800.00	156.10	956.10	36.00	5,619.60
	66	F&I Sidewalk 6" Thick Reinf Conc	SY	28.00	0.00	28.00	-1.20	26.80	41.00	-49.20
	68	F&I Driveway 6" Thick Reinf Conc	SY	1,500.00	0.00	1,500.00	51.80	1,551.80	41.00	2,123.80

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	69	Casting to Grade - Blvd	EA	1.00	0.00	1.00	-1.00	0.00	350.00	-350.00
	70	Casting to Grade - no Conc	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	73	F&I Pavement 8" Thick Reinf Conc	SY	125.00	0.00	125.00	10.05	135.05	54.00	542.70
									Paving Sub Total ($)	14,393.71
Street Lighting	77	F&I Base 5' Deep Reinf Conc	EA	14.00	0.00	14.00	3.00	17.00	370.00	1,110.00
	78	F&I Innerduct 1.5" Dia	LF	1,781.00	0.00	1,781.00	140.00	1,921.00	4.00	560.00
	79	F&I Conductor #6 USE Cu	LF	5,676.00	0.00	5,676.00	-51.00	5,625.00	1.10	-56.10
									Street Lighting Sub Total ($)	1,613.90

Summary

Source Of Funding	
Net Amount Change Order # 4 ($)	16,592.36
Previous Change Orders ($)	0.00
Original Contract Amount ($)	854,133.10
Total Contract Amount ($)	870,725.46

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
05/25/2018		0.00	0.00	05/25/2018	

Description

APPROVED

For Contractor — Tom's Backhoe

Title — V.P.

APPROVED DATE

Department Head

Mayor — 12/11/18

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

49

Improvement District No. NR-17-A1 Type: Final Balancing Change Order #4

Location: LS #9, 14, 16, 69 Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Final Balancing Change Order #4 in the amount of $18,735.26, bringing the total contract amount to $568,063.26.

Staff is recommending approval of Final Balancing Change Order #4.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #4.

RECOMMENDED MOTION
Approve Final Balancing Change Order #4, in the amount of $18,735.26 to Key Contracting.

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

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Date: December 10, 2018

Re: Final Balancing Change Order #4 – Improvement District No. NR-17-A1
Storm Sewer Lift Station Modifications & Incidentals

Attached is a final balancing change order in the amount of $18,735.26 for Improvement District No. NR-17-A1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$	495,192.00
Change Order #1	$	17,480.00
Change Order #2	$	54,136.00
Change Order #3	$	(17,480.00)
FBCO #4:	$	18,735.26
Total Contract:	$	568,063.26

Recommended Motion:

Approve Final Balancing Change Order #4 in the amount of $18,735.26 to Key Contracting.

Attachment
C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	NR-17-A1	**Change Order No**	4
Project Name	Storm Sewer Lift Station Modifications & Incidentals		
Date Entered	12/4/2018	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Final Balancing

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Section #1	7	Mulching Type 1 - Hydro	SY	300.00	0.00	300.00	131.00	431.00	1.50	196.50
	8	Seeding Type A	SY	300.00	0.00	300.00	131.00	431.00	1.50	196.50
	9	Topsoil - Import	CY	25.00	0.00	25.00	-1.00	24.00	24.00	-24.00
	10	Sediment Control Log 6" to 8" Dia	LF	70.00	0.00	70.00	-5.00	65.00	4.00	-20.00
	35	* Remove & replace 7' RC channel liner at storm lift #9 at site #1	LS	0.00	0.00	0.00	1.00	1.00	10,117.26	10,117.26
	36	* Repair drain tile beneath pipe at STS LS #9 - Site #1	LS	0.00	0.00	0.00	1.00	1.00	2,250.00	2,250.00
	37	* Vactor hose end adapter and clamp	LS	0.00	0.00	0.00	1.00	1.00	225.00	225.00
	48	* Remove damaged motor, install salvaged motor from city stock	LS	0.00	0.00	0.00	1.00	1.00	2,010.00	2,010.00
								Section #1 Sub Total ($)		14,951.26
Section #2	17	Remove Pavement All Thicknesses All Types	SY	33.00	0.00	33.00	-17.00	16.00	9.00	-153.00
	18	F&I Slope Protection 5" Thick Reinf Conc	SY	33.00	0.00	33.00	3.00	36.00	155.00	465.00
	19	Mulching Type 1 - Hydro	SY	100.00	0.00	100.00	132.00	232.00	1.50	198.00
	20	Seeding Type A	SY	100.00	0.00	100.00	132.00	232.00	1.50	198.00
	21	Topsoil - Import	CY	15.00	0.00	15.00	-2.00	13.00	24.00	-48.00
	38	* Vactor hose end adapter and clamp	LS	0.00	0.00	0.00	1.00	1.00	225.00	225.00
								Section #2 Sub Total ($)		885.00

THE CITY OF Fargo AND MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section #4	30	Mulching Type 1 - Hydro	SY	350.00	0.00	350.00	-323.00	27.00	1.50	-484.50
	31	Seeding Type A	SY	350.00	0.00	350.00	-323.00	27.00	1.50	-484.50
	32	Topsoil - Import	CY	20.00	0.00	20.00	-18.00	2.00	24.00	-432.00
	40	* Vactor hose end adapter and clamp	LS	0.00	0.00	0.00	1.00	1.00	225.00	225.00
									Section #4 Sub Total ($)	-1,176.00
Section #3	39	* Vactor hose end adapter and clamp	LS	0.00	0.00	0.00	1.00	1.00	225.00	225.00
									Section #3 Sub Total ($)	225.00
Miscellaneous	47	* Repair sinkhole at 1325 15th Street South	LS	0.00	0.00	0.00	1.00	1.00	3,850.00	3,850.00
									Miscellaneous Sub Total ($)	3,850.00
	* NC Items								Grand Total ($)	18,735.26

Summary

Source Of Funding	
Net Amount Change Order # 4 ($)	18,735.26
Previous Change Orders ($)	54,136.00
Original Contract Amount ($)	495,192.00
Total Contract Amount ($)	568,063.26

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/15/2018		0.00	0.00	08/15/2018	

Description

APPROVED Steve Carr

For Contractor Key Contracting

APPROVED DATE 12/11/18

Department Head

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

50

Improvement District No. BN-17-A1 Type: Change Order #4 & Payment Approvals

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #4 in the amount of $-82,597.45, bringing the total contract amount to $8,044,768.45, approval of payment to Northern Improvement in the amount and $78,947.45, and approval of payment to Northstar Safety in the amount of $3,650.00. Master Construction is the prime contractor for Improvement District #BN-17-A1.

In late October 2018 Master Construction and City Staff discussed two options for 19th Avenue North between 45th Street North and 57th Street North as it become apparent that this project would not be completed and open for traffic in the fall of 2018. The options were as followed:

1. Close the roadway within the current work zone and allow local traffic only for this section of roadway over the winter months.
2. Place temporary asphalt or concrete pavement within the current construction zone and open up the entire roadway section between 45th Street North and 57th Street North.

Upon further internal discussions, Engineering Staff reached out to a couple of local asphalt and concrete paving Contractors to see if they were available to help complete the necessary work to open up the 19th Avenue North roadway section. The required work to open the roadway and be safe for the traveling public was estimated at $150,000.

Engineering staff presented the above mentioned information to PWPEC and their direction was to hire Northern Improvement Company to assist Master Construction to get 19th Avenue North open. The payment for this additional temporary work will be deducted from Master Construction's current retainage on Improvement District #BN-17-A1 Contract with the City of Fargo and the City of Fargo will pay Northern Improvement Company and North Safety, Inc. directly.

Staff is recommending approval of Change Order #4 and payments to Northern Improvement and Northstar Safety.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #4 and payments to Northern Improvement and Northstar Safety.

RECOMMENDED MOTION

Approve Change Order #4 in the amount of $-82,597.45 to Master Construction and approve payments to Northern Improvement in the amount of $78,947.45, and to Northstar Safety in the amount of $3,650.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

PWPEC ROA
I.D. #BN-17-A1
12/10/2018 -- Page 2

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Manager

Date: December 6, 2018

Re: Improvement District #BN-17-A1– Change Order # 4

Background:
Improvement District #BN-17-A1 is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19th Avenue North from 45th Street North to 57th Street North.

Master Construction is the prime contractor for Improvement District #BN-17-A1.

Late October 2018 Master Construction and City Staff discussed two options for 19th Avenue North between 45th Street North and 57th Street North as it become apparent that this project would not be completed and open for traffic in the fall of 2018. The options were as followed:

1. Close the roadway within the current work zone and allow local traffic only for this section of roadway over the winter months.
2. Place temporary asphalt or concrete pavement within the current construction zone and open up the entire roadway section between 45th Street North and 57th Street North.

Upon further internal discussions, Engineering Staff reached out to a couple of local asphalt and concrete paving Contractors to see if they were available to help complete the necessary work to open up the 19th Avenue North roadway section. Two Contractors responded and said that they were on board to help and it was determined by staff that asphalt pavement was the most logical solution for the situation. The required work to open the roadway and be safe for the traveling public was estimated at $150,000.

Engineering staff presented the above mentioned information to PWPEC and their direction was to hire Northern Improvement Company to assist Master Construction to get 19th Avenue North open. The payment for this additional temporary work will be deducted from Master Construction's current retainage on Improvement District #BN-17-A1 Contract with the City of Fargo and the City of Fargo will pay Northern Improvement Company and North Safety, Inc. directly.

The work has been completed; Northern Improvement and NorthStar Inc. have submitted invoices in the amount of $78,947.45 and $3,650 respectively for a total of $82,597.45.

Recommended Motion:
Approve Change Order # 4 in the amount of -$82,597.45 to be deducted from Master Construction's contract for Improvement District #BN-17-A1. This Change Order reduces the total contract from $8,044,768.45 to $7,990,767.70. Approve payment to Northern Improvement Company in the amount of $78,947.45 and NorthStar Safety Inc. in the amount of $3,650.

Attachment
JTL/klo

C: Brenda Derrig
Thomas Knakmuhs
Scott Middaugh

THE CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-17-A1	**Change Order No**	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Inciden		
Date Entered	12/6/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Change Order # 4

Northern Improvement Company place salvaged base material and temporary asphalt pavement from Station 114+50 to 121+00.
NorthStar Safety Inc. place temporary traffic control between 45th Street N and 57th Street N to help direct traffic through the temporary roadway.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Paving	156	Extra - Paving	LS	0.00	0.00	0.00	1.00	1.00	-82,597.45	-82,597.45
									Paving Sub Total ($)	-82,597.45

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 4 ($)	-82,597.45
Previous Change Orders ($)	28,596.70
Original Contract Amount ($)	8,044,768.45
Total Contract Amount ($)	7,990,767.70

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/13/2018		0.00	0.00	07/01/2018	

Description

APPROVED  **APPROVED DATE**

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Title

SCOTT AHLF - MASTER CONSTRUCTION

PROJECT MANAGER

Department Head

Mayor 12/11/18

Attest

NORTHERN IMPROVEMENT COMPANY

PROJECT: **19th AVENUE NORTH - FARGO**
TEMPORARY PAVING

12/4/18
page 1 of 2

NIC JOB No: **18110-49**

COST SUMMARY

SUBCONTRACTOR SUMMARY:

DATE	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
					$ -
					$ -
					$ -
					$ -
				SUBCONTRACTOR TOTAL =	$ -
			PRIME CONTRACTOR MARK-UP	10% $ -	$ -
			(SPEC 109.03.D & 109.03.E.5)	5% $ -	$ -
				SUBCONTRACTOR TOTAL w/PRIME CONTRACTOR MARK-UP INCLUDED =	**$ -**

MATERIAL - N.I.C. FURNISHED:

DATE	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
11/15/18	BITUMINOUS MIX - CLASS 27 w/EVOTHERM ADDITIVE	TON	604.0	$ 62.00	$ 37,448.00
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL - N.I.C. FURNISHED MATERIAL =	**$ 37,448.00**

MATERIAL - SUPPLIER FURNISHED:

DATE	DESCRIPTION	UNIT	QTY	PRICE	AMOUNT
11/15/18	RECYCLE AGGREGATE BASE - F.O.B. STRATA YARD	TON	970.54	$ 10.00	$ 9,705.40
					$ -
					$ -
					$ -
					$ -
					$ -
				SUBTOTAL =	$ 9,705.40
				SALES TAX = 7.50%	$ 727.91
					$ 10,433.31
				PRIME CONTRACTOR MARK-UP (SPEC 109.03.E.3) 15.0%	$ 1,565.00
				TOTAL - SUPPLIER FURNISHED MATERIAL =	**$ 11,998.30**

LABOR:

DATE	DESCRIPTION	HOURS	WAGE	FRINGE	RATE	TOTAL
11/13/18	SUPERINTENDENT - REVIEW SCOPE	2.0	$ 32.25	$ 16.15	$ 48.40	$ 96.80
11/14/18	SUPERINTENDENT - MOB EQUIPMENT	3.0	$ 32.25	$ 16.15	$ 48.40	$ 145.20
11/14/18	FOREMAN - MOB EQUIPMENT	3.0	$ 28.50	$ 16.15	$ 44.65	$ 133.95
11/14/18	GRP 3 OPERATOR - MOB EQUIPMENT	2.0	$ 24.25	$ 16.15	$ 40.40	$ 80.80
11/15/18	SUPERINTENDENT - STR TIME (2 each)	15.0	$ 32.25	$ 16.15	$ 48.40	$ 726.00
11/15/18	SUPERINTENDENT - OVERTIME (2 each)	6.5	$ 48.38	$ 16.15	$ 64.53	$ 419.45
11/15/18	FOREMAN - STR TIME (2 each)	11.5	$ 28.50	$ 16.15	$ 44.65	$ 513.48
11/15/18	FOREMAN - OVERTIME (2 each)	11.0	$ 42.75	$ 16.15	$ 58.90	$ 647.90
11/15/18	LEADMAN - STR TIME (3 each)	27.5	$ 26.00	$ 16.15	$ 42.15	$ 1,159.13
11/15/18	GRP 2 OPERATOR - STR TIME (2 each)	12.0	$ 24.50	$ 16.15	$ 40.65	$ 487.80
11/15/18	GRP 2 OPERATOR - OVERTIME (2 each)	12.0	$ 36.75	$ 16.15	$ 52.90	$ 634.80
11/15/18	GRP 3 OPERATOR - STR TIME (2 each)	15.0	$ 24.25	$ 16.15	$ 40.40	$ 606.00
11/15/18	GRP 4 OPERATOR - STR TIME (3 each)	21.5	$ 24.10	$ 16.15	$ 40.25	$ 865.38
11/15/18	GRP 4 OPERATOR - OVERTIME (1 each)	6.5	$ 36.15	$ 16.15	$ 52.30	$ 339.95
11/15/18	GRP 5 OPERATOR - STR TIME (1 each)	6.0	$ 23.25	$ 16.15	$ 39.40	$ 236.40
11/15/18	GRP 5 OPERATOR - OVERTIME (1 each)	5.5	$ 34.88	$ 16.15	$ 51.03	$ 280.67
11/15/18	TANDEM TRUCK DRIVER - STR TIME (9 ea)	79.75	$ 24.95	$ 12.65	$ 37.60	$ 2,998.60
11/15/18	TANDEM TRUCK DRIVER - OVERTIME (2 ea)	3.5	$ 37.43	$ 12.65	$ 50.08	$ 175.28
11/16/18	SUPERINTENDENT - DEMOB - OVERTIME	2.5	$ 48.38	$ 16.15	$ 64.53	$ 161.33
11/16/18	GRP 3 OPERATOR - DEMOB - STR TIME	3.0	$ 24.25	$ 16.15	$ 40.40	$ 121.20
					$ -	$ -
	TOTAL LABOR HOURS =	248.75			LABOR SUBTOTAL =	$ 10,830.09
			LABOR ADDITIVE (SPEC 109.03.E.2)		70.0%	$ 7,581.06
					TOTAL LABOR =	**$ 18,411.15**

EQUIPMENT:

DATE	DESCRIPTION	UNIT No.	HOURS	RATE	AMOUNT
11/13/18	2014 RAM 2500 CREW CAB PICK-UP 4WD	80-069	2.0	$ 30.00	$ 60.00
11/14/18	2014 RAM 2500 CREW CAB PICK-UP 4WD	80-069	3.0	$ 30.00	$ 90.00
11/14/18	2009 MACK SEMI TRACTOR w/LOWBOY TRAILER (32-049)	83-704	2.0	$ 75.00	$ 150.00
11/15/18	2014 RAM 2500 CREW CAB PICK-UP 4WD	80-069	7.0	$ 30.00	$ 210.00
11/15/18	2006 CHEVROLET 2500 CREW CAB PICK-UP	80-008	2.0	$ 30.00	$ 60.00
11/15/18	2008 DODGE 2500 CREW CAB PICK-UP	80-717	3.0	$ 30.00	$ 90.00
11/15/18	2009 CHEVROLET 3500 CREW CAB FLATBED	88-309	8.0	$ 35.00	$ 280.00
11/15/18	2009 MACK SEMI TRACTOR w/LOWBOY TRAILER (32-049)	83-704	4.5	$ 75.00	$ 337.50
11/15/18	2007 KENWORTH T-300 SERVICE TRUCK	86-896	2.0	$ 40.00	$ 80.00
11/15/18	2014 VOLVO TRI-AXLE DUMP TRUCK (11 each)		104.75	$ 60.00	$ 6,285.00
11/15/18	2012 CAT 289 SKIDSTEER w/39" MILL ATTACHMENT	16-045	6.0	$ 80.00	$ 480.00
11/15/18	2016 CAT 289 SKIDSTEER LOADER	16-092	8.0	$ 55.00	$ 440.00
11/15/18	2013 CAT 140M MOTORGRADER AWD	15-008	5.5	$ 100.00	$ 550.00
11/15/18	2013 HAMM 47" DOUBLE DRUM STEEL ROLLER	64-026	3.0	$ 65.00	$ 195.00
11/15/18	2016 CAT 66" SINGLE DRUM STEEL ROLLER	64-035	7.0	$ 55.00	$ 385.00
11/15/18	2001 BROCE POWERBROOM	30-058	2.0	$ 50.00	$ 100.00
11/15/18	2012 JOHN DEERE 290K TRACTOR w/BOX SCRAPER	16-007	4.5	$ 45.00	$ 202.50
11/15/18	2006 BLAW KNOX PF4410 ASPHALT PAVER	42-101	6.0	$ 140.00	$ 840.00
11/16/18	2008 DODGE 2500 CREW CAB PICK-UP	80-717	1.0	$ 30.00	$ 30.00
11/16/18	2009 MACK SEMI TRACTOR w/LOWBOY TRAILER (32-049)	83-704	3.0	$ 75.00	$ 225.00

TOTAL EQUIPMENT = $ 11,090.00

PROJECT TOTAL COST = $ 78,947.45

NorthStar Safety Inc.

794 WEST MAIN AVE
WEST FARGO, ND 58078
(701) 282-2110 (701) 281-1400

CUSTOMER #: 01081
INVOICE #: 1211TC
INVOICE DATE: 11/30/2018
DUE DATE: 12/30/2018

BILL TO:

CITY OF FARGO
ENGINEERING
AUDITORS OFFICE-BOX 2083
ATTN: JASON LEONARD
FARGO, ND 58107

JOB:

1211-1
MASTER CONSTRUCTION
BN-17-A1
19TH AVE AND WEST OF
45TH ST
FARGO, ND

DESCRIPTION	QUANTITY	PRICE	AMOUNT
NOVEMBER TRAFFIC CONTROL WINTER SUSPENSION TRAF CNTRL	1	3,650.00	3,650.00

NET DUE **3,650.00**

November Traffic Control consisted of changing 7 post mounted signs, adding 1 post mounted sign, installing 26 vertical panels, installing 25 flexible delineators, installing 1 barricade, rental of these devices from 11/20/18 to 11/30/18, and the eventual removal of these devices.

Winter Suspension Traffic Control is for the use of the following devices from 12/1/18 to 5/1/19:

1 - W1-6-48 Barricade Arrow Sign w/Supports
1 - W3-5-48 Speed Limit Ahead Sign w/Supports
1 - W4-2-48 Lane Transition Sign w/Supports
1 - W5-1-48 Road Narrows Sign w/Supports
1 - W20-5-48 Right/Left Lane Closed Sign w/Supports
2 - W8-1-48 Bump Signs w/Supports
2 - R2-1-48 Speed Limit Signs w/Supports
10 - Type III Barricades
25 - Flexible Delineators
26 - Vertical Panels

Thank you for your business!

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

51

Improvement District No. BN-17-A1 Type: Cass County Electric Utility Relocation

Location: 45th to 57th Street on 19th Ave N Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Leonard

The committee reviewed a communication from Project Manager, Jason Leonard, regarding the final invoice and itemized statement of cost from Cass County Electric Cooperative (CCEC). In May 2017, an estimate of $412,000 was approved by PWPEC and City Commission to remove the overhead power lines and bury the existing power lines that were in conflict with the proposed roadway section. The final cost came to $446,400, the additional cost is related to increase in labor, overhead, and material costs.

Staff is seeking approval to pay the additional $34,400 to CCEC for the utility relocation.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to approve the additional payment of $34,400 to CCEC bringing the total relocation cost to $446,400.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the additional payment of $34,400 to CCEC for additional work associated with the utility relocation.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Leonard, Civil Engineer II

Date: December 5, 2018

Re: Improvement District BN-17-A1 Cass County Electric Cooperative (CCEC) Utility Relocation Final Pay Estimate as part of the 19th Avenue North Street Reconstruction Project – 45th Street North to 57th Street North

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I have attached the final invoice and itemized statement of costs from Cass County Electric Cooperative (CCEC) that pertains to the relocation of their overhead power lines on the north side of 19th Avenue North from 45th Street North to 57th Street North as part of this street reconstruction project. Back in May of 2017, an estimate of $412,000 was approved by PWPEC and City Commission to remove the overhead power lines and bury the existing power lines that were in conflict with the proposed roadway section. All work has been completed and CCEC has submitted a final bill in the amount of $446,400. The increase in cost for the previous submittal was directly related to the increase in labor, overhead and material costs.

All costs to relocate the overhead power lines are incorporated into the project costs.

Recommended Motion:
Approve additional work as invoiced by CCEC in the amount of $34,000 for a total of $446,400 as part of Improvement District BN-17-A1 Street Reconstruction Project.

Attachment

JTL/klo

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Cass County Electric Utility Relocation

Location: 45th to 57th Street on 19th Ave N Date of Hearing: 4/17/2017

Routing	Date
City Commission	4/24/2017
PWPEC File	X
Project File	Jason Leonard,

The committee reviewed a communication from Project Engineer, Jason Leonard regarding the need to relocate overhead power line poles that are in the path of the new road construction. Two options were created. One to bury the power line completely, including portions not in conflict with proposed construction (Option 1) and one to address just the areas of conflict (Option 2). Staff is recommending approval of Option 2, which buries the sections that are in conflict with the proposed construction at a cost of $412,000. Cass County Electric will be providing additional resources ($51,000) to bury the entire line.

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to approve the relocation

RECOMMENDED MOTION
Concur with the findings of PWPEC and approve the payment for relocation of CC Electric facilities in conflict with the construction of 19th Avenue North between 45th and 57th St N.

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

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

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

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

Cass County Electric Cooperative
Your Touchstone Energy® Partner

4100 32nd Avenue SW
Fargo ND 58104

Aid To Construction

DATE: 11/30/2018

Prepared By:	
Will Kronberg	
Work #	701-356-4419
Cell #	701-552-3884
Work Order #:	68732
Serv Map Loc:	070-28

TO:
City of Fargo
Engineering Dept.
BN-17-A1 241-1550
Fargo, ND
jleonard@cityoffargo.com

JOB DESCRIPTION

Cost for relocation of Cass County Electric Cooperative (CCEC) electrical plant located along 19th Ave N from 57th St N to 45th St N, that is impacted by project **BN-17-A1**. This estimate includes all cost associated with relocation of the impacted plant including: construction, retirement, landscaping, & permitting. CCEC will replace electrical plant with plant rated at the same electrical specifications. Any upgrades will be the sole responsibility and cost of CCEC.
The City of Fargo will be responsible for 100% of the relocation cost of the OH line. CCEC will pay the difference of the cost to upgrade the OH line to underground*this is ATC Allowance**
*** Additional increases in labor, overhead and material not included in the initial estimate was covered under the 5% contingency. Cost to relocate a 1-phase line feeding a farmstead at the intersection of 57th St N & 19th Ave N that was found to be in conflict after the initial estimate was added to to this project cost.

ITEMIZED ESTIMATE: TIME AND MATERIALS		Qty	Cost	ATC Allowance	ATC Req'd
Relocation costs OH line (Material)			$390,824.00	$149,927.00	$ 240,897.00
CCEC Labor & Overhead			$70,384.00	$20,000.00	$ 50,384.00
CCEC Contractor costs			$150,719.00	$30,000.00	$ 120,719.00
5% Contingency cost			$20,600.00		$ 20,600.00
Removal and relocation of 1-phase line.			$13,800.00		$ 13,800.00
			Total Estimated Aid to Construction Cost		**$ 446,400.00**
			Maximum contingency allowance above estimate (%)		

Terms and Conditions : This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage. Lead times for materials may be up to 12 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 15% of member's share of the total cost will be paid prior to construction; final payment balance will be due within 30 days of receipt of invoice.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

ACCEPTED BY

12/11/18
DATE

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

INVOICE: 31822

Invoice Date: 09/07/2018
Terms: NET DUE
Due Date: 10/07/2018
Amount Due: $ 446,400.00

CITY OF FARGO
200 3 ST N
FARGO ND 58102

Account: 2551
Description: Aid to Construction- Project BN-17-A1; 19 Av N Road Project

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	1.000	EA	446,400.0000	446,400.00	

MESSAGES

Subtotal:	$ 446,400.00
Tax:	$ 0.00
Total:	$ 446,400.00
Amount Paid:	$ 0.00
Amount Due:	$ 446,400.00

RETURN BOTTOM PORTION WITH PAYMENT

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

Account:	2551
Invoice:	31822
Due Date:	10/07/2018
Amount Due:	$ 446,400.00
Amount Of Payment:	_____

Remit To:

CITY OF FARGO
200 3 ST N
FARGO ND 58102

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE SW
FARGO ND 58104

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 52

Improvement District No. BN-17-B1 Type: Cass County Electric Utility Relocation

Location: I-29 to 45th Street on 19th Ave N Date of Hearing: 12/10/2018

Routing	Date
City Commission	12/17/2018
PWPEC File	X
Project File	Jason Leonard

The committee reviewed a communication from Project Manager, Jason Leonard, regarding the final invoice and itemized statement of cost from Cass County Electric Cooperative (CCEC). In April 2017, an estimate of $395,000 was approved by PWPEC and City Commission to remove the overhead power lines and bury the existing power lines that were in conflict with the proposed roadway section. The final cost came to $430,282, the additional cost is related to increase in labor, overhead, and material costs.

Staff is seeking approval to pay the additional $35,282 to CCEC for the utility relocation.

On a motion by Bruce Grubb, seconded by Tim Mahoney, the Committee voted to approve the additional payment of $35,282 to CCEC bringing the total relocation cost to $430,282.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the additional payment of $35,282 to CCEC for additional work associated with the utility relocation.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Leonard, Civil Engineer II

Date: December 5, 2018

Re: Agreement for Cass County Electric Cooperative (CCEC) Utility Relocation as part of the 19th Avenue N Street Reconstruction Project – 45th Street N to I-29 west ramp City of Fargo Improvement District No. BN-17-B1

I have attached the final invoice and itemized statement of costs from Cass County Electric Cooperative (CCEC) that pertains to the relocation of their overhead power lines on the north side of 19th Avenue North from 45th Street North to I-29 as part of this street reconstruction project. Back in May of 2017, an estimate of $395,000 was approved by PWPEC and City Commission to remove the overhead power lines and bury the existing power lines that were in conflict with the proposed roadway section. All work has been completed and CCEC has submitted a final bill in the amount of $430,282. The increase in cost for the previous submittal was directly related to the increase in labor, overhead and material costs.

All costs to relocate the overhead power lines are incorporated into the project costs.

Recommended Motion:
Approve additional work as invoiced by CCEC in the amount of $35,282 for a total of $430,282 as part of Improvement District BN-17-B1 Street Reconstruction Project.

Attachment

JTL/klo

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1 Type: Cass County Electric Utility Relocation

Location: I-29 to 45th Street on 19th Ave N Date of Hearing: 4/17/2017

Routing	Date
City Commission	4/24/2017
PWPEC File	X
Project File	Jason Leonard

The committee reviewed a communication from Project Engineer, Jason Leonard regarding the need to relocate overhead power line poles that are in the path of the new road construction. The estimated cost to provide for the burial of the existing overhead power line is $395,000. Staff is recommending approval.

On a motion by Tim Mahoney, seconded by Bruce Grubb, the Committee voted to approve the relocation

RECOMMENDED MOTION
Concur with the findings of PWPEC and approve the payment for relocation of CC Electric facilities in conflict with the construction of 19th Avenue North between Interstate 29 and 45th St N.

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

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

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

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer

Cass County Electric Cooperative
Your Touchstone Energy® Partner

4100 32nd Avenue SW
Fargo ND 58104

Aid To Construction

DATE: 11/30/2018

Prepared By:	
Will Kronberg	
Work #	701-356-4419
Cell #	701-552-3884
Work Order #:	68732
Serv Map Loc:	070-27

TO:
City of Fargo
Engineering Dept.
BN-17-B1 (701) 241-1550
Fargo, ND
jleonard@cityoffargo.com

JOB DESCRIPTION

Cost for relocation of Cass County Electric Cooperative (CCEC) electrical plant located along 19th Ave N from 45th St N to I/29, that is impacted by project BN-17-B1. This includes all cost associated with relocation of the impacted plant including: construction, retirement, landscaping, temporary electrical feed lines & permitting. CCEC will replace electrical plant with plant rated at the same electrical specifications as existing. Any upgrades will be the sole responsibility and cost of CCEC.
The City of Fargo will be responsible for 100% of the relocation cost of the electrical plant.
***Additional increases in labor, overhead and material not included in the initial estimate was covered under the 5% contingency. Temp line was needed to feed line east of 43rd st N to enable overhead poles to be removed early.

ITEMIZED ESTIMATE: TIME AND MATERIALS		Qty	Cost	ATC Allowance	ATC Req'd
Relocation costs OH line (Material)			$246,205.00		$ 246,205.00
CCEC Labor & Overhead			$34,230.00		$ 34,230.00
CCEC Contractor costs			$114,565.00		$ 114,565.00
Cost of material and labor for temp feed line.			$15,532.00		$ 15,532.00
5% Contingency cost			$19,750.00		$ 19,750.00
			Total Estimated Aid to Construction Cost		**$ 430,282.00**
			Maximum contingency allowance above estimate (%)		

Terms and Conditions : This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage. Lead times for materials may be up to 12 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 15% of member's share of the total cost will be paid prior to construction; final payment balance will be due within 30 days of receipt of invoice.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

ACCEPTED BY

12/11/18
DATE

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

INVOICE: 31823

Invoice Date: 09/07/2018
Terms: NET DUE
Due Date: 10/07/2018
Amount Due: $ 430,282.00

CITY OF FARGO
200 3 ST N
FARGO ND 58102

Account: 2551
Description: Aid to Construction- Project BN-17-B1; 19 Ave N Road Project

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	1.000	EA	430,282.0000	430,282.00	

MESSAGES		
	Subtotal:	$ 430,282.00
	Tax:	$ 0.00
	Total:	$ 430,282.00
	Amount Paid:	$ 0.00
	Amount Due:	$ 430,282.00

RETURN BOTTOM PORTION WITH PAYMENT

Cass County Electric Cooperative
Your Touchstone Energy® Partner
4100 32nd Ave. S.
Fargo, ND 58104
E-Mail: info@kwh.com
Website: www.kwh.com
Phone (Fargo) 356-4400 • Phone (Outside Fargo) 800-248-3292

Account:	2551
Invoice:	31823
Due Date:	10/07/2018
Amount Due:	$ 430,282.00
Amount Of Payment:	_____

Remit To:

CITY OF FARGO
200 3 ST N
FARGO ND 58102

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE SW
FARGO ND 58104

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

53

November 29, 2018

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

Re: Memorandum of Offer to Landowner
Temporary & Permanent Easements
Improvement District #BN-19-A1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of (2) temporary & permanent easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of (2) temporary & permanent easement from **B & B Holdings, LLC & B2C, LLC** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
BN-19-A1	Cass	22A, 22B & 29A
Landowner B & B Holdings, LLC (50%)		
Mailing Address 4265 45th St S - Suite 200 Fargo, ND 58104		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 2,825.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	2,825.50
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	2,825.50

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:

CITY OF Fargo

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
BN-19-A1	Cass	22A, 22B & 29A
Landowner B2C, LLC (50%)		
Mailing Address 4401 12th Ave N Fargo, ND 58102		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 2,825.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$	
Easement and Access Control	$	2,825.50
Improvements on Right of Way*	$	
Damages to Remainder	$	
Total Offer	$	2,825.50

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:

CITY OF Fargo

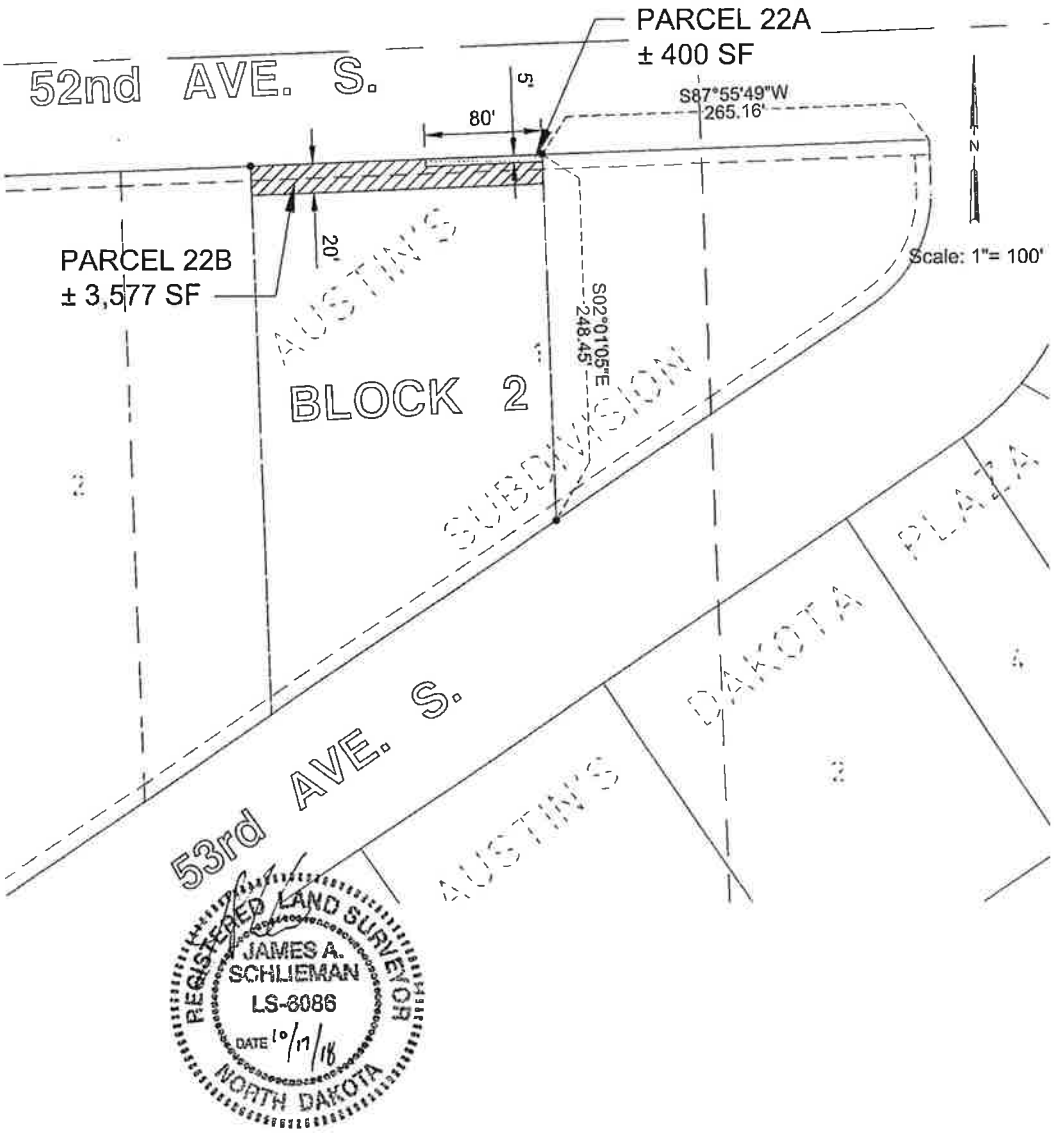
Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PARCELS 22A AND 22B
PART OF LOT 1, BLOCK 2
AUSTIN'S SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNERS: B & B HOLDINGS, LLC (50% INTEREST)
B2C, LLC (50% INTEREST)



IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	
TEMPORARY EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.

Houston Engineering Inc.

EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 1, BLOCK 2, AUSTIN'S SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 2

10-17-18

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PARCELS 22A AND 22B
PART OF LOT 1, BLOCK 2
AUSTIN'S SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNERS: B & B HOLDINGS, LLC (50% INTEREST)
B2C, LLC (50% INTEREST)

Description- Parcel 22A: (Permanent Easement)

The North 5.00 feet of the East 80.00 feet of that part of Lot 1, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota, lying westerly of the following described line:

Commencing at the northeast corner of said Lot 1; thence South 87°55'49" West (assumed bearing), along the northerly line of said Lot 1, for a distance of 265.16 feet to the true point of beginning of the line to be described; thence South 02°01'05" East, parallel with the westerly line of said Lot 1, for a distance of 248.45 feet to a point of intersection with the southerly line of said Lot 1, said line there terminating.

Said tract contains 400 square feet, more or less, and is subject to easements as may be of record.

Description- Parcel 22B: (Temporary Construction Easement)

The North 20.00 feet of that part of Lot 1, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota, lying westerly of the following described line:

Commencing at the northeast corner of said Lot 1; thence South 87°55'49" West (assumed bearing), along the northerly line of said Lot 1, for a distance of 265.16 feet to the true point of beginning of the line to be described; thence South 02°01'05" East, parallel with the westerly line of said Lot 1, for a distance of 248.45 feet to a point of intersection with the southerly line of said Lot 1, said line there terminating.

Excepting therefrom the North 5.00 feet of the East 80.00 feet thereof.

Said tract contains 3,577 square feet, more or less, and is subject to easements as may be of record.

REGISTERED LAND SURVEYOR
JAMES A. SCHLIEMAN
LS-6086
DATE 10/17/18
NORTH DAKOTA

Houston Engineering Inc.

EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 1, BLOCK 2, AUSTIN'S SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 2 OF 2

10-17-18

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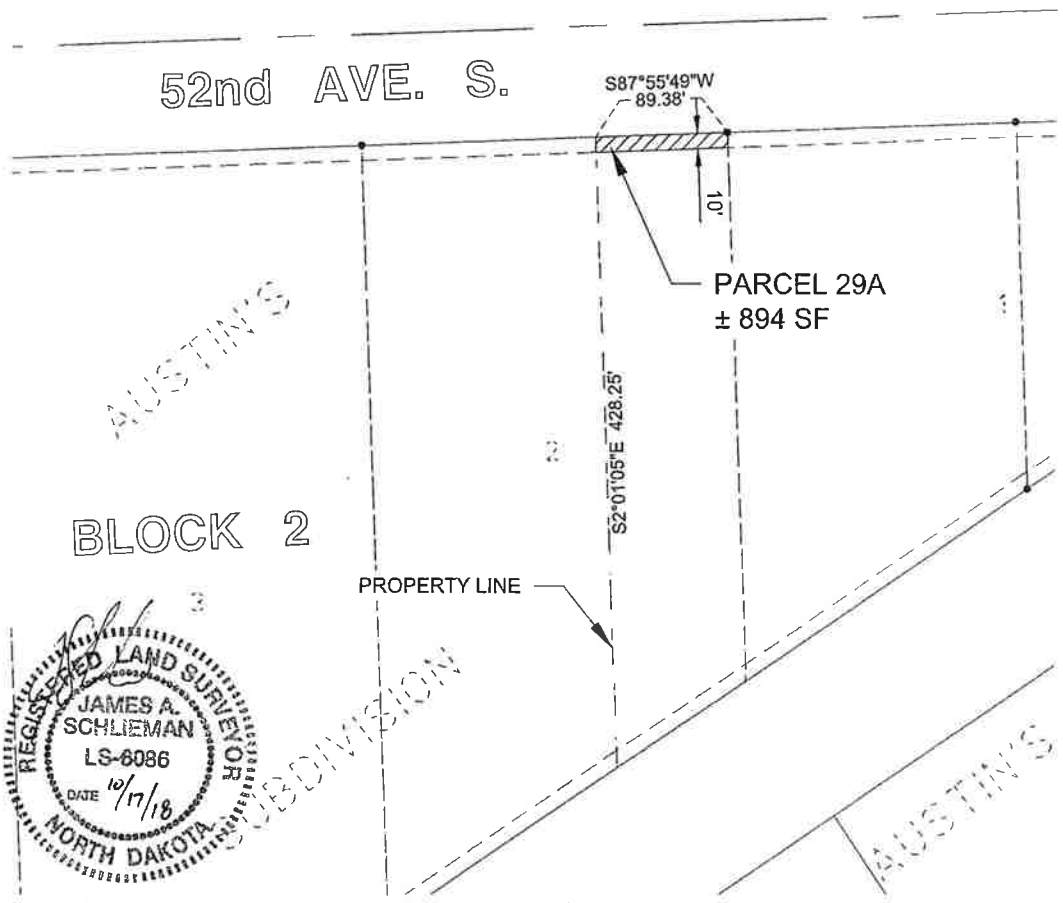
PARCEL 29A
PART OF LOT 2, BLOCK 2
AUSTIN'S SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNERS: B & B HOLDINGS, LLC (50% INTEREST)
B2C, LLC (50% INTEREST)



Description- Parcel 29A: (Temporary Construction Easement)

That part of the North 10.00 feet of Lot 2, Block 2, Austin's Subdivision, in the City of Fargo, Cass County, North Dakota, lying easterly of the following described line:

Commencing at the northeast corner of said Lot 2; thence South 87°55'49" West along the northerly line of said Lot 2, for a distance of 89.38 feet to the true point of beginning of the line to be described; thence South 02°01'05" East for a distance of 428.25 feet to a point of intersection with the southerly line of said Lot 2, said line there terminating.

Said tract contains 894 square feet, more or less.

N

Scale: 1"= 100'

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
TEMPORARY EASEMENT	//////////

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.

Houston Engineering Inc.

EASEMENT EXHIBIT

PROJECT NO. 6059-0145	PART OF LOT 2, BLOCK 2, AUSTIN'S SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1

10-17-18

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REPORT OF ACTION

UTILITY COMMITTEE

Improvement District: NR-17-B2

Type: Change Order #1
All American Plumbing & Heating

Location: Broadway Interceptor (LS #1 & 2)

Date of Hearing: 12-13-2018

Routing	Date
City Commission	12-17-2018
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and Change Order #1 from All American Plumbing & Heating for Improvement District NR-17-B2. If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows (SSO's) and backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding.

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and the Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift stations 1 & 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #1 consists of the following:

1. The ductwork in the WS2 electrical room was modified to avoid installation over electrical gear to meet Building Code requirements. Also an additional opening was cored in the pump room to allow for the ductwork to penetrate between the new and existing pump rooms. $14,741.00

2. The ductwork in WS1 interferes with the traveling crane hoist and will need to be modified to avoid interference. $1,406.00.

Note: As per the HMGP Funding formula, the City of Fargo will only be responsible for $2,422.05 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

MOTION

On a motion by Brian Ward seconded by Kent Costin, Utility Committee voted to approve Change Order #1 from All American Plumbing & Heating in the amount of $16,147 for Improvement District NR-17-B2.

COMMITTEE:	Present	Yes	No	Unanimous
			X	
			Proxy	
Anthony Gehrig, City Commissioner	X			
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
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	(Knakmuhs-proxy)		

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

THE CITY OF Fargo FAR MORE

Wastewater Treatment Plant
3400 North Broadway
Fargo, ND 58102
Office: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

MEMORANDUM

December 13, 2018

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director JH
Re: Improvement District (ID) NR-17-B2
All American Plumbing & Heating - Change Order #1
Broadway Interceptor SSO Reduction Project

Background

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main**: This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation**: This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

ID NR-17- B

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and the Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift station 1 and 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #1

Change Order #1 consists of the following:

1. The ductwork in the WS2 electrical room was modified to avoid installation over electrical gear to meet Building Code requirements. Also an additional opening was cored in the pump room to allow for the ductwork to penetrate between the new and existing pump rooms. $14,741.00
2. The ductwork in WS1 interferes with the traveling crane hoist and will need to be modified to avoid interference. $1,406.00

The HMGP funding formula is as follows:

Amount	Federal (75%)	State (10%)	City (15%)	Special Assessment
$16,147.00	$12,110.25	$1,614.70	$2,422.05	$0.00

Note: As per the HMGP Funding formula, the City of Fargo will be responsible for $2,422.05 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve attached Change Order #1 for Improvement District NR-17-B2 from All American Plumbing and Heating for an increase of $16,147.00.

www.ae2s.com

December 4, 2018

Mr. Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Change Order No. 1
Contract No. 2 Broadway Interceptor Wet Weather Improvements
City Project NR-17-B

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 1 for the above-referenced project for your review and approval. This Change Order pertains to the following changes:

1. The ductwork in the WS2 electrical room was modified to avoid routing over the electrical gear to meet the requirements of the Building Code and an additional opening was cored in the pump room to allow for the ductwork to penetrate between the new and existing pump rooms.
2. The ductwork in WS1 interferes with the traveling crane hoist and will be modified to avoid the interference.

The cost impact to Contract No. 2 is summarized in the following:

Item	Cost
1. WS2 concrete core and duct changes in Elec. Room	$14,741.00
2. WS1 ductwork modifications	$1,406.00
Total for Change Order No. 1 =	**$16,147.00**

The funding summary for this change includes the following:

- FEMA: $12,110.25
- State HMGP: $1,614.70
- City Sales Tax: $2,422.05
- Special Assessment: $0.00

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to All American Plumbing & Heating and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

AE2S

Ben Julson, PE
Project Engineer

Change Order

No. 1

Date of Issuance: 12/04/2018 Effective Date: 12/17/2018

Project: Broadway Interceptor Wet Weather Improvements – Phase III	**Owner:** City of Fargo	**Owner's Contract No.:** NR-17-B
Contract: Contract No. 2 – Mechanical Contractor		**Date of Contract:** July 3, 2017
Contractor: All American Plumbing & Heating		**Engineer's Project No.:** P00803-2014-000

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

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 370,096.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:

$ 0.00

Contract Price prior to this Change Order:

$ 370,096.00

[Increase] [~~Decrease~~] of this Change Order:

$ 16,147.00

Contract Price incorporating this Change Order:

$ 386,243.00

CHANGE IN CONTRACT TIMES:

~~Original Contract Times: ☒Working days ☒Calendar days~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:~~

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): Date:

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order
Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Contract No. 2 - Change Order No. 1 Description of Work

The following is a description of the work contained within Change Order No. 2:

1. The ductwork in the WS2 electrical room was modified to avoid routing over the electrical gear to meet the requirements of the Building Code and an additional opening was cored in the pump room to allow for the ductwork to penetrate between the new and existing pump rooms.
2. The ductwork in WS1 interferes with the traveling crane hoist and will be modified to avoid the interference.

The cost impact to Contract No. 2 is summarized in the following:

Item	Cost
1. WS2 concrete core and duct changes in Elec. Room	$14,741.00
2. WS1 ductwork modifications	$1,406.00
Total for Change Order No. 1 =	**$16,147.00**

Change Item No. 1

ALL AMERICAN
PLUMBING & HEATING

Change Order

Name / Address
City of Fargo 200 3rd St. N Fargo, ND 58102

Date	Change order #
9/21/2018	021688

Project
Coring / Ductwork Changes

Description	Qty	Cost	Total
This change order is for Broadway Interceptor ductwork changes and coring of holes as follows:			
CORING HOLES: - Wire saw basement hole for ductwork ($8,025) - Core 3 - 4" holes for water lines (old to new building) ($3,069)		11,094.00	11,094.00
DUCTWORK CHANGES ELECTRICAL ROOM WS2: - Re-make ductwork & fittings - Outdoor ductwork color clad - Outdoor Insulation - Labor - Materials		3,647.00	3,647.00
	Total		$14,741.00

Phone #	Fax #
701-356-5325	701-356-5357

If you accept, please sign below.

Signature _____

Print Name & Title _____

Date _____

Change Item No. 2

ALL AMERICAN
PLUMBING & HEATING

BID PROPOSAL

NAME / ADDRESS
City of Fargo 200 3rd St. N Fargo, ND 58102

DATE	PROPOSAL #
11/14/2018	021729

PROJECT
Change Order - Ductwork WS1

DESCRIPTION	QTY	COST	TOTAL
This quote is for proposed ductwork layout change for WS1 for crane interference:			
LABOR	16	70.00	1,120.00
DUCTWORK - QTY: 1 - 30 X 12 ---> 20 X 20 - Transition - QTY: 1 - 20 X 20 Ductwork		286.00	286.00
		TOTAL	$1,406.00

PHONE #	FAX #
701-356-5325	701-356-5357

Sign and date below if you accept bid.

SIGNATURE _____

Print Name _____

Date _____

Contract No. 2 - Change Order No. 1 Description of Work

The following is a description of the work contained within Change Order No. 2:

1. The ductwork in the WS2 electrical room was modified to avoid routing over the electrical gear to meet the requirements of the Building Code and an additional opening was cored in the pump room to allow for the ductwork to penetrate between the new and existing pump rooms.
2. The ductwork in WS1 interferes with the traveling crane hoist and will be modified to avoid the interference.

The cost impact to Contract No. 2 is summarized in the following:

Item	Cost
1. WS2 concrete core and duct changes in Elec. Room	$14,741.00
2. WS1 ductwork modifications	$1,406.00
Total for Change Order No. 1 =	**$16,147.00**

James Hausauer

From: Ben Julson <Ben.Julson@AE2S.com>
Sent: Monday, December 3, 2018 5:13 PM
To: James Hausauer
Subject: Broadway Wet Weather Improvements: Change Orders
Attachments: Contract 2 - CO 1 Description of Work.pdf; Contract 1 - CO 2 Description of Work.pdf

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

Jim,
Attached are the change order summary's for Contract No. 1 – CO 02 ($14,767.20) and Contract No. 2 – CO 01 ($16,147.00).

The funding summary for Contract No. 1 (ICS) – CO 02 is as follows:

- FEMA: ($4,558.35)
- State HMGP: ($607.78)
- City Sales Tax: $9,510.83
- Special Assessment: $10,422.50

The funding summary for Contract No. 2 (AAPH) – CO 01 is as follows:

- FEMA: $12,110.25
- State HMGP: $1,614.70
- City Sales Tax: $2,422.05
- Special Assessment: $0.00

The change orders are drafted and ready for the Utility Committee Meeting. As soon as I have the signed cover sheets from ICS and AAPH I'll add those to the copies of the change orders. I'll plan on dropping these off with you tomorrow and discussing the change items associated with each contractor.

Thanks

Ben Julson, PE
Project Engineer
Advanced Engineering and
Environmental Services, Inc. (AE2S)
3101 Frontage Rd S,
Moorhead, MN 56560
Ben.Julson@AE2S.com
www.ae2s.com/
Voice: 218.299.5610
Cell: 701.318.7899
Fax: 218.299.5611

REPORT OF ACTION

UTILITY COMMITTEE

55

Improvement District: NR-17-B1

Type: Change Order #2 (ICS, Inc.)

Location: Broadway Interceptor (LS #1 & 2)

Date of Hearing: 12-13-2018

Routing	Date
City Commission	12-17-2018
Project File	

Jim Hausauer Wastewater Utility Director presented attached memo and Change Order #2 from ICS, Inc. for Improvement District NR-17-B1. If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows (SSO's) and backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding.

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and the Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift station 1 and 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #2 consists of the following items:

1. Auma electric actuators will be used in lieu of Rotork or Limitorque actuators for in WS1 & WS2, resulting in a deduct for the project. ($10,000.00).
2. Sealant was added between the new & existing structures in (WS2 & LS2) along the base slab and around the openings between structures to reduce the chance of water intrusion in the lower portion of the buildings. $5,762.00
3. Rock faced brick will be used in lieu of precast stone for the accent lines in the exterior of the structures, resulting in a deduct for the project. ($7,300.00)
4. The brick was originally specified to be the same for both lift stations (WS1 & WS2), but the brick at WS1 was changed to match the adjacent storm water lift station. $5,400.00
5. The area west of the WS2/LS2 will be modified to be landscaped area in lieu of a full concrete area. These changes resulted in a deduct for the project. ($1,764.80)
6. During cleaning of the wet well at LS1 additional deterioration of the existing concrete was discovered above the normal liquid level that required additional mortar to be applied before the wall could be coated with corrosion resistant coating. $12,000.00
7. One of the baffle walls in the existing wet well at LS1, was not indicated to be coated in the documents and was not visible during inspection. Coating was added to this wall to match the rest of the wet well. $6,600.00
8. The existing south door at LS2 is deteriorating and has issues with binding. The existing door was replaced and the open space above the door was fill in with block and brick. $4,070.00

As per the HMGP Funding formula, including the aforementioned deductions, the City of Fargo will be responsible for $9,510.83 and is funded with Wastewater Infrastructure Sales Tax Fund 455. Note: To date Change Orders #1 & 2 represent only 1.1% of the total contract amount.

MOTION:

On a motion by Terry Ludlum, seconded by Troy Hall, the Utility Committee voted to approve Change Order #2 from ICS, Inc. in the amount of $14,767.20 for Improvement District NR-17-B1.

COMMITTEE:	Present Yes	No	Unanimous
			X
			Proxy
Anthony Gehrig, City Commissioner	X		
Kent Costin, Director of Finance	X		
Brian Ward, Water Plant Superintendent	X		
Mark Miller, Wastewater Plant Supt.	X		
Bruce Grubb, City Administrator	X		
Scott Liudahl, City Forester			
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		(Knakmuhs-proxy)

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

THE CITY OF Fargo FAR MORE

Wastewater Treatment Plant
3400 North Broadway
Fargo, ND 58102
Office: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

MEMORANDUM

December 13, 2018

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director
Re: Improvement District (ID) NR-17-B1
ICS, Inc. - Change Order #2
Broadway Interceptor SSO Reduction Project

Background

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main**: This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation**: This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

ID NR-17- B1

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and the Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift station 1 and 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #2

Change Order #2 consists of the following items:

1. Auma electric actuators will be used in lieu of Rotork or Limitorque actuators for the two actuators in WS1 & two actuators in WS2, resulting in a deduct for the project. ($10,000.00).
2. Sealant was added between the new & existing structures in (WS2 & LS2) along the base slab and around the openings between structures to reduce the chance of water intrusion in the lower portion of the buildings. $5,762.00
3. Rock faced brick will be used in lieu of precast stone for the accent lines in the exterior of the structures, resulting in a deduct for the project. ($7,300.00)

4. The brick was originally specified to be the same for both lift stations (WS1 & WS2), but the brick at WS1 was changed to match the adjacent storm water lift station. $5,400.00
5. The area west of the WS2/LS2 will be modified to be landscaped area in lieu of a full concrete area. These changes resulted in a deduct for the project. ($1,764.80)
6. During cleaning of the wet well at LS1 additional deterioration of the existing concrete was discovered above the normal liquid level that required additional mortar to be applied before the wall could be coated with corrosion resistant coating. $12,000.00
7. One of the baffle walls in the existing wet well at LS1, was not indicated to be coated in the documents and was not visible during inspection. Coating was added to this wall to match the rest of the wet well. $6,600.00
8. The existing south door at LS2 is deteriorating and has issues with binding. The existing door was replaced and the open space above the door was fill in with block and brick. $4,070.00

As per the HMGP Funding formula, including the aforementioned deductions, the City of Fargo will be responsible for $9,510.83 and is funded with Wastewater Infrastructure Sales Tax Fund 455. Note: To date Change Orders #1 & 2 represent only 1.1% of the total contract amount.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve attached Change Order #2 for Improvement District NR-17-B1 from ICS, Inc. for an increase of $14,767.20.

www.ae2s.com

December 4, 2018

Mr. Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Change Order No. 2
Contract No. 1 Broadway Interceptor Wet Weather Improvements
City Project NR-17-B

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 2 for the above-referenced project for your review and approval. This Change Order pertains to the following changes:

1. Auma electric valve actuators will be used in lieu of Rotork or Limitorque actuators on the four electric valve actuators (two actuators in WS1 and two actuators in WS2), resulting in a cost deduct for the project.
2. Sealant was added between the new and existing lift station structures (WS2 and LS2) along the base slab and around the openings between the structures to reduce the chance of water leakage into the lower portion of the buildings.
3. Rock faced brick will be used in lieu of precast stone for the accent lines on the exterior of the structures, resulting in a cost deduct for the project.
4. The brick was originally specified to be the same for both lift stations (WS1 and WS2), but the brick at WS1 was changed to match the adjacent storm lift station.
5. The area west of the WS2/LS2 lift station will be modified to be a landscaped are in lieu of a full concrete area. The overall changes resulted in a cost deduct for the project.
6. During the cleaning of the wet well at LS1 additional deterioration of the existing concrete was discovered above the normal liquid level that required additional mortar coating to be applied before the wall could be coated with the corrosion resistant coating.
7. One of the baffle walls in the existing wet well at LS1 was not indicated to be coated in the documents and was not visible during inspection. Coating was added to this wall to match the rest of the wet well.
8. The existing south door at LS2 is deteriorating and has issues with binding. The existing door was replaced and the open area above the door was filled in with block and brick.

The cost impact to Contract No. 1 is summarized in the following:

Item	Cost
1. Deduct for Auma Valve Actuators	($10,000.00)
2. Add sealant between WS2 and LS2	$5,762.00
3. Deduct for Rock Faced Block in lieu of Precast Stone	($7,300.00)
4. WS1 Brick Change	$5,400.00
5. Deduct for WS2 Landscaping Changes	($1,764.80)
6. LS1 Wet Well Additional Mortar Coating	$12,000.00
7. LS1 Wet Well Additional Baffle Wall Coating	$6,600.00
8. LS2 Existing Door Replacement	$4,070.00
Total for Change Order No. 2 =	**$14,767.20**

The funding summary for this change includes the following:

- FEMA: ($4,558.35)
- State HMGP: ($607.78)
- City Sales Tax: $9,510.83
- Special Assessment: $10,422.50

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to ICS, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

AE2S

Ben Julson, PE
Project Engineer

Change Order

No. 2

Date of Issuance: 12/04/2018 Effective Date: 12/17/2018

Project: Broadway Interceptor Wet Weather Improvements – Phase III	**Owner:** City of Fargo	**Owner's Contract No.:** NR-17-B
Contract: Contract No. 1 – General Contractor		**Date of Contract:** July 3, 2017
Contractor: ICS, Inc.		**Engineer's Project No.:** P00803-2014-000

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

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 4,970,950.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

$ 41,200.00

Contract Price prior to this Change Order:

$ 5,012,150.00

[Increase] [Decrease] of this Change Order:

$ 14,767.20

Contract Price incorporating this Change Order:

$ 5,026,917.20

CHANGE IN CONTRACT TIMES:

~~Original Contract Times:~~ ☒ Working days ☒ Calendar days

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:~~

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): Date:

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order
Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Contract No. 1 - Change Order No. 2 Description of Work

The following is a description of the work contained within Change Order No. 2:

1. Auma electric valve actuators will be used in lieu of Rotork or Limitorque actuators on the four electric valve actuators (two actuators in WS1 and two actuators in WS2), resulting in a cost deduct for the project.
2. Sealant was added between the new and existing lift station structures (WS2 and LS2) along the base slab and around the openings between the structures to reduce the chance of water leakage into the lower portion of the buildings.
3. Rock faced brick will be used in lieu of precast stone for the accent lines on the exterior of the structures, resulting in a cost deduct for the project.
4. The brick was originally specified to be the same for both lift stations (WS1 and WS2), but the brick at WS1 was changed to match the adjacent storm lift station.
5. The area west of the WS2/LS2 lift station will be modified to be a landscaped are in lieu of a full concrete area. The overall changes resulted in a cost deduct for the project.
6. During the cleaning of the wet well at LS1 additional deterioration of the existing concrete was discovered above the normal liquid level that required additional mortar coating to be applied before the wall could be coated with the corrosion resistant coating.
7. One of the baffle walls in the existing wet well at LS1 was not indicated to be coated in the documents and was not visible during inspection. Coating was added to this wall to match the rest of the wet well.
8. The existing south door at LS2 is deteriorating and has issues with binding. The existing door was replaced and the open area above the door was filled in with block and brick.

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Item	Cost
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2. Add sealant between WS2 and LS2	$5,762.00
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6. LS1 Wet Well Additional Mortar Coating	$12,000.00
7. LS1 Wet Well Additional Baffle Wall Coating	$6,600.00
8. LS2 Existing Door Replacement	$4,070.00
Total for Change Order No. 2 =	**$14,767.20**

Change Item No. 1

EB Eric Bye <Eric.Bye@icsgf.us> Ben Julson; Gary Beeter 1/15/2018

Auma Actuator Deduct

Filed by Newforma

You replied to this message on 2/16/2018 7:22 AM.

Ben,

We will offer a $10,000 deduct to use the Auma Actuators instead of Rotork. Please let me know if you have any questions or let me know that we are good to go on the Auma Actuators.

Thank you

ICS
GENERAL CONTRACTOR

ERIC BYE | ICS, Inc. |
Project Manager | Heavy Civil and Industrial Construction |
c: 218-791-6145 | o: 701-775-8480 | e: ebye@icsgf.com | www.icsgf.com |

Change Item No. 2

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

Proposal

PROPOSAL SUBMITTED TO		PHONE / FAX	DATE
AE2S		701.318.7899 / 218.299.5611	30-Jan-18
STREET		JOB NAME	
3101 Frontage Rd S		Broadway Interceptor WWI - Phase III	
CITY, STATE AND ZIP CODE		JOB LOCATION	
Moorhead, MN 56560		Downtown Fargo	
ARCHITECT	DATE OF PLANS	ATTN:	Email
AE2S	Apr-17	Ben Julson	Ben.Julson@AE2S.com

We hereby submit specifications and estimates for:

1. *Materials and Labor to inject crack between WS2 base slab and LS2.*
2. *Materials and labor to install strip-type waterstop from the base slab to top of walls.*

We Propose hereby to furnish material and labor - complete in accordance with above specifications,

for the sum of: *Five thousand, seven hundred and sixty-two dollars* ($ *5,762.00*)

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within *30* days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Signature

Date of Acceptance:

Signature

SIMPSON StrongTie (https://www.strongtie.com/)

Search strongtie.com

Home (/) > Anchoring Systems (/anchoringsystemsforconcreteandmasonry/category) > Restoration Solutions (/restorationsolutions_anchoringsystems/category) > Restoration Products (/products_restorationsolutions/category)

Crack-Pac® Flex-H2O™ Polyurethane Crack Sealer



The Crack-Pac® Flex-H_2O™ polyurethane injection resin seals leaking cracks, voids or fractures from 1/32" to 1/4" wide in concrete or solid masonry. Designed to perform in applications where water is seeping or mildly leaking from the crack, the polyurethane is packaged in the cartridge and an accelerator is packaged in the nozzle. When the resin encounters water as it is injected into the crack, it becomes an expanding foam that provides a flexible seal in leaking and non-leaking cracks.

Key Features

- Can be dispensed with a standard caulking tool
- Can also be used on dry cracks if water is introduced to affected area
- Can be used with a reduced amount or without accelerator to slow down reaction time
- Expands to fill voids and seal the affected area
- Fast reacting – reaction begins within 1 minute after exposure to moisture; expansion may be completed within 3 minutes (depending on the amount of moisture and the ambient temperature)
- 20:1 expansion ratio (unrestricted rise) means less material needed

Applications

- Crack Repair: Non-Structural (/products_restorationsolutions/category?v=%3A%3AfeatureApplicationMenuFacet%3ACrack+Repair%7C%7C+Non-Structural)
- Brick: Solid (/products_restorationsolutions/category?v=%3A%3AfeatureApplicationMenuFacet%3ABrick%7C%7C+Solid)

- Concrete Block: Grouted (/products_restorationsolutions/category?v=%3A%3AfeatureApplicationMenuFacet%3AConcrete+Block%7C%7C+Grouted)
- Concrete (/products_restorationsolutions/category?v=%3A%3AfeatureApplicationMenuFacet%3AConcrete)

Applications

Application Considerations:

- Suitable for sealing cracks ranging from 1/32"–1/4" wide in concrete and solid masonry.
- Suitable for repair of cracks in dry, damp and wet conditions with excellent results. Designed to perform in applications where water is seeping or mildly leaking from the crack.
- In order for components to mix properly, the resin and hardener must be conditioned to 60°F–90°F before mixing

Color

Polyurethane - clear, accelerator - green, cured - green

Storage Conditions

For best results, store in a dry area between 45°F and 90°F. Product is very moisture sensitive.

Shelf Life

12 months from the date of manufacture, unopened

Installation

- Suitable for sealing cracks ranging from 1/32" to 1/4" wide in concrete and solid masonry.
- Suitable for repair of cracks in dry, damp and wet conditions with excellent results. Designed to perform in applications where water is seeping or mildly leaking from the crack.
- In order for components to mix properly, the resin and hardener must be conditioned to 60°F–90°F before mixing.

Clean Up

Uncured material – Wipe up with cotton cloths. If desired scrub area with abrasive, waterbased cleaner and flush with water. If approved, solvents such as ketones (MEK, acetone, etc.), lacquer thinner, or adhesive remover can be used. DO NOT USE SOLVENTS TO CLEAN ADHESIVE FROM SKIN. Take appropriate precautions when handling flammable solvents. Solvents may damage surfaces to which they are applied. Cured material – scrape or brush off surface with a putty knife or wire brush. Tip: wetting the concrete or masonry surface immediately prior to injection will make cured resin easier to remove.

Options

Crack-Pac® Flex-H_2O™ polyurethane crack sealer is also available in the Crack-Pac® Flex-H_2O™ Kit. (CPFH09KT). Kit includes:

- 2 Crack-Pac® Flex-H_2O™ cartridge/nozzle sets
- 12 E-Z-Click injection ports
- 2 E-Z-Click injection fittings with 12" tubing
- 1 pint of ETR paste-over epoxy (8 oz. of resin + 8 oz. of hardener)
- 4 disposable wood paste-over applicators
- 1 pair latex gloves

Related Links

- Anchoring Systems Technical and Installation Notes (/products/anchoring-systems/technical-notes)
- Crack Injection Guide (https://p.widencdn.net/rsq6os)

Related Literature

(/resources/literature/anchoring-systems-catalog)

Type 20 & 23

Effective & Economical Hydrophilic

High-Quality Hydrophilic Waterstop for Concrete Construction



Earth Shield® Type 20 & Type 23 Hydrophilic Butyl Rubber Waterstops are designed to swell when exposed to water, yet maintain a solid structural integrity that will not deteriorate due to uncontrolled expansion, unlike many of the traditional, clay-based waterstops currently on the market. This swelling ability prevents the passage of water through concrete construction joints.

Type 20 & 23 waterstops are fast, easy, and economical to install. Simply apply Earth Shield Primer to the existing concrete, firmly press the waterstop to the primed surface, and place your second pour of concrete. No splitting of forms or difficult field welding is necessary to achieve a watertight seal.



Earth Shield Type 20 & 23 Hydrophilic Butyl Rubber Waterstops are ideal for:

- Non-moving Joints
- Pipe Penetrations
- Slabs & Walls
- Utility Vaults
- Manholes
- Cast-in-Place Applications

Installation Instructions

1. Brush and remove loose dirt and particles from the surface.
2. Brush one coat of Type 20 Primer Adhesive on to the clean, concrete surface. Type 20 Primer Adhesive is available in one gallon cans.
3. Allow primer to cure (per directions on can).
4. Press Type 20 firmly onto the primed surface.
5. Overlap ends (1" minimum), and join with a kneading action, press ends together until there is no separation or air pockets.
6. Remove separation paper.
7. You are now ready for your second pour.

Suggested Short Form Guide Specification

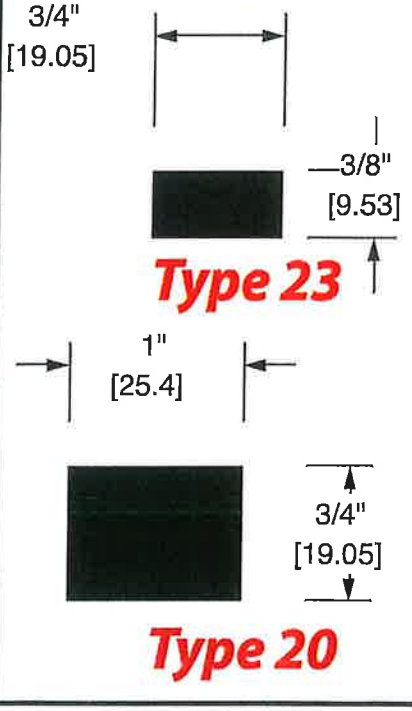
Waterstop indicated in drawings and specifications for construction joints to be **Earth Shield® Hydrophilic Type 20 Waterstop** as manufactured by **JP Specialties, Inc.** — 551 Birch Street, Lake Elsinore, CA 92530 — Phone 800-821-3859; International 951-674-6869; Fax 951-674-1315; Web www.jpspecialties.com ; E-mail jpspec@jpspecialties.com

1. *Size: 3/4" x 1" x 16'-8" continuous.*
2. *Required hydrostatic pressure resistance: 100 psi.*
3. *No equals or substitutions allowed.*

www.jpspecialties.com/Waterstop_for_Concrete_Joints/jpproduct.html

Typical Physical Properties

Specific Gravity, 77°F *ASTM D71*	1.35
Hydrocarbon content *ASTM D297*	47%
Volatile Matter *ASTM D6*	1%
Penetration, Cone 77°F *150 gm. 5 sec. ASTM D217*	40 mm
Service Temp., °F	-30° to 180°F
Color	Black
Type 20 Packaging	6 rolls per carton 100 lft. per carton 3/4" x 1" x 16'8"
Type 23 Packaging	8 rolls per carton 200 lft. per carton 3/8" x 3/4" x 25'



JP Specialties, Inc.
25811 Jefferson Ave., Murrieta, CA 92562
Phone: 800-821-3859; Fax: 951-763-7074
E-mail: jpspec@jpspecialties.com
Web: www.jpspecialties.com

Type 20 & 23 Waterstop is not intended for use in expansion joints. IT SHOULD BE USED IN NON-MOVING JOINTS ONLY. Earth Shield® is a registered trademark of JP Specialties, Inc.

Earth Shield® Type 20 Waterstop
Hydrostatic Pressure Test Procedure and Results

1. Test procedure: Select a 14" diameter by 3" thick circular concrete test specimen.
2. The specimen shall be manufactured with six pieces of rebar placed approximately 1-1/2" from the edge of the specimen.
3. The rebar shall be equally spaced around the circumference of the test specimen.
4. The top of the specimen shall consist of a flat surface with the rebar protruding out.
5. With a 1" wide paint brush, apply a 1" wide strip of Earth Shield primer around the circumference of the area closest to the inside of the protruding rebar posts.
6. After allowing primer to thoroughly dry, apply a single piece of Earth Shield Type 20 Waterstop 3/4" x 1" x 16'-8" to the primed area; the ends of the piece shall be molded together in order to form a continuous seal.
7. A sheet of 15-pound tarpaper shall be placed on the remaining exposed concrete surface of the test specimen. The tarpaper creates a separation between the precast section and the cast in section of the test specimen.
8. Plumbing connections and a forming ring shall be placed over the precast test specimen.
9. Concrete is poured into the forming ring casting the Type 20 Waterstop into the test specimen. Allow the test specimen to cure for 48 hours before removing forming ring.
10. Threaded rods and clamping brackets shall be placed over the test specimen.
11. Begin testing by filling the center cavity with water allowing the concrete to become saturated for 12 days. Water shall be added as needed.
12. Hydrostatic pressure is introduced into the center cavity and maintained for the duration of the test.

Results

PSI	Hours	Result
10	168	No leaks
25	168	No leaks
50	168	No leaks
100	5,640	No leaks

Earth Shield® Type 20 & 23 Waterstop
Immersion Testing & Hydrophilic Expansion

Results

Solution	Time	Result
Fresh Water	24 hours	140 % expansion
Fresh Water	48 hours	175 % expansion
Fresh Water	72 hours	190 % expansion
Fresh Water	120 hours	210 % expansion
Salt Water	24 hours	7 % expansion
Salt Water	48 hours	12 % expansion
Salt Water	72 hours	14 % expansion
Salt Water	120 hours	18 % expansion

Distributed by:

JP Specialties, Inc.
P.O. Box 1507, Lake Elsinore, CA 92531
Phone: 800-821-3859; Fax: 951-674-1315
E-mail: jpspec@jpspecialties.com
Web: www.jpspecialties.com

Change Item No. 3

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

05/14/2018

AE2S
Attn: Ben Julson
3101 Frontage Rd S
Moorhead, MN 56560

Re: Broadway Interceptor Wet Weather Improvements-Phase III
Deduct for using rock-faced block in lieu of precast stone

Mr. Julson,

The attached price deduct has been supplied by our masonry contractor for the use of rock-faced block instead of the specified precast stone.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
WS1 Deduct	LS	1.00	$3,900.00	$3,900.00
WS2 Deduct	LS	1.00	$3,400.00	$3,400.00
			TOTAL PRICE:	$7,300.00

The rock-faced block will be stained to match building nearby.

If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Eric Bye
ICS, Inc.
Project Manager

Change Item No. 4

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

07/16/18

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Extra costs for Harbourtown utility brick change at WS1

Mr. Julson,

The attached cost is for using the harbourtown utility brick at WS1.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Material	LS	1.00	$5,400.00	$5,400.00
			TOTAL PRICE:	$5,400.00

The City of Fargo chose the custom Harbourtown color for WS1/LS1 in lieu of the specified Crimson Creek Ironspot. The Harbourtown that was matched was a custom run of brick where the white colored brick was not made. Hebron Brick is not scheduled to make Harbourtown utility brick, so a custom order could not be made. Hebron Brick did have 10,000 Harbourtown utilities in stock, but the white brick will have to be manually removed. The costs are for buying the extra brick, manually removing the white brick, and disposal of the unused brick.
If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Eric Bye
ICS, Inc.
Project Manager

Change Item No. 5

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

09/04/18

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Site Paving/Landscaping Changes at WS2

Mr. Julson,

The attached cost is for the site paving and landscaping changes at WS2 per updated drawing sheet WS2-C2 sent 8/21/2018.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Paving Deduct	LS	1.00	-$10,650.00	-$10,650.00
Landscaping Add	LS	1.00	$10,650.00	$10,650.00
			TOTAL PRICE:	$0.00

Paving Clarifications:

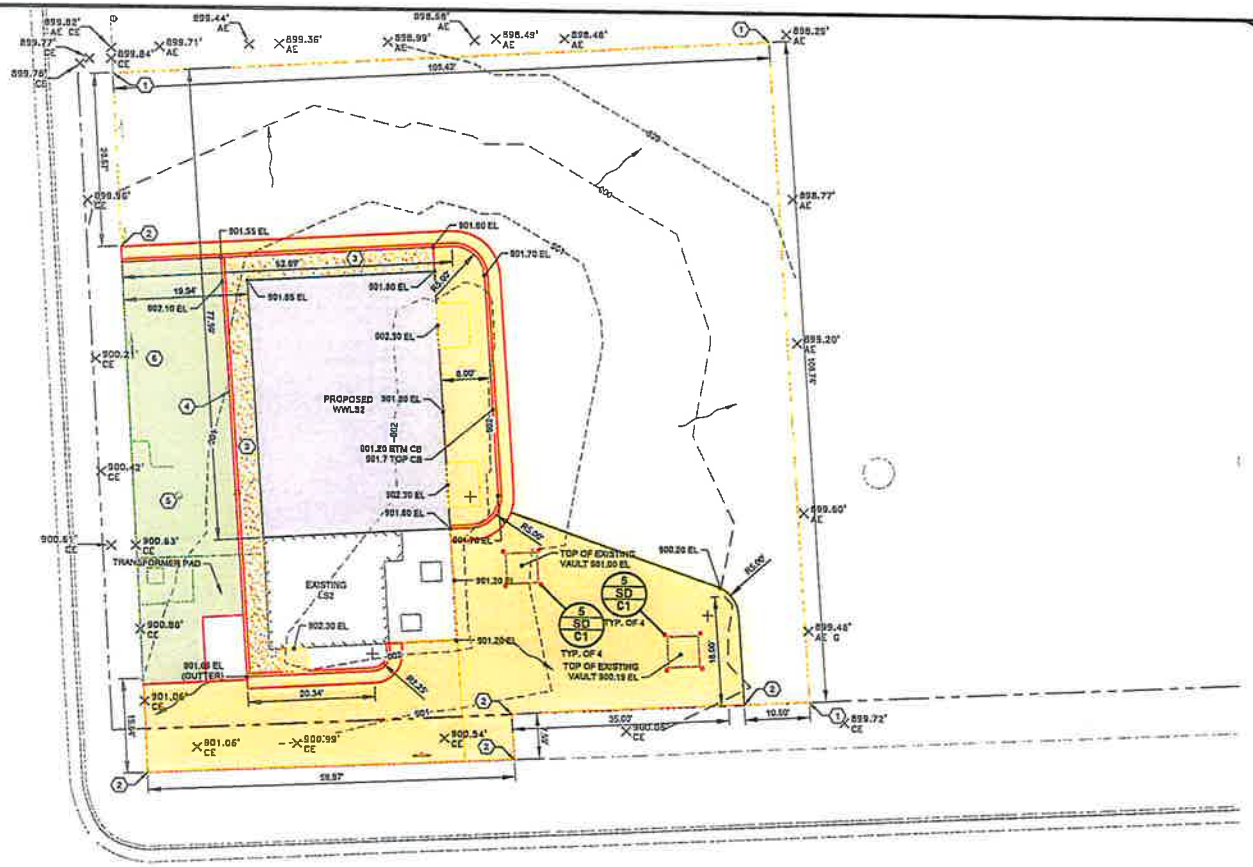
- Reduce Class 5 by 166 CY.
- Reduce concrete paving by 166 CY.
- Add 2 LF of curb and gutter.
- Add 25 SY of asphalt paving.

Landscaping Clarifications:

- 70 CY of topsoil.
- 76 LF of curb edging.
- 5 CY of river rock.
- 110 SY of sod.

A deduct can be offered if the City of Fargo would like to take over maintenance of the sod once it has been placed.
If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Eric Bye
ICS, Inc.
Project Manager



Plotted By: jbradbury Date: Tuesday, August 21, 2018
File: N:\Projects\2014\P00803-2014-009\Civil\Dwg\WWL-Phase3\Sheets\P00803-2014-009-WWL-Phase3-GRADING.dwg

NORTH

0 10
Scale in Feet

GENERAL NOTES

1. ITEMS ON THIS DRAWING SHALL BE INCLUDED ON THE WS2 LINE ITEM ON THE BID FORM.
2. AREA OF CONCRETE BETWEEN VALLEY GUTTER AND BUILDING SHALL BE 6" THICK. CURB AND GUTTER SHALL MATCH CITY OF FARGO C&G DETAIL FOR 8" HIGH CURB.

CONSTRUCTION NOTES

1. MATCH EXISTING TOP OF ASPHALT ELEVATION.
2. MATCH EXISTING CONCRETE ELEVATION.
3. PLACE FABRIC AND 3" OF RIVER ROCK.
4. 6"x8" LANDSCAPING CONCRETE CURB TO CREATE A PLANTER BOX ALONG THE BUILDING WALL, TOP EL. 902.10, PLACE CURB APPROXIMATELY 4 FEET FROM EDGE OF BUILDING (MATCHING THE DISTANCE FROM THE BUILDING TO THE TRANSFORMER CONCRETE PAD
5. CITY FORESTRY TO PROVIDE AND INSTALL TWO TREES WEST OF THE WS2 BUILDING AVOIDING NEW DUCT BANK

THE CITY OF Fargo FAR MORE

AE2S

BROADWAY INTERCEPTOR WET WEATHER IMPROVEMENTS
PHASE III
FARGO, NORTH DAKOTA
GRADING AND PAVING PLAN

DRAWING TYPE	CONST.
PREPARED BY	KWF
CHECKED / APPROVED	BJJ / BJJ
DATE	AUG. 2018
PROJECT NUMBER	P00803-2014-009
FACILITY	WS2
DRAWING	C2

Advanced Engineering and Environmental Services, Inc. • 4170 28th Avenue South Fargo, ND 58104 • (t) 701-364-9111 (f) 701-364-9979 • www.ae2s.com

Change Item No. 6

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

10/17/18

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Additional Mortar Thickness, Wet Well Coating at LS1

Mr. Julson,

Tom Avant with Tom Avant Painting, Inc., our coating contractor inspected the wet well at LS1 and discovered areas of the wet well that were deteriorated past the point where the specified Tnemec 218 mortar would work.

There is an area in the center chamber of the wet well that starts approximately 5 feet off the floor and extends up approximately 8 feet or 13 feet off the floor on all 4 sides that has aggregates and rebar showing. In this area Tom is suggesting to use Tnemec 217 at a thickness of ¾" to 1-1/4" instead of the specified Tnemec 218. The Tnemec 217 can be applied up to 4" thick and still be top coated without waiting 28 days to cure. It is Tom's opinion that the Tnemec 217 is needed this this area. The wall would not be smooth after the application however the exposed aggregate and rebar would have proper coverage.

Tom is requesting a change order of $12,000.00 for to coat the identified area with Tnemec 217.

If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Gary Beeter
ICS, Inc.
Vice President

Change Item No. 7

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
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www.icsgf.com

10/17/18 Rev 1

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Additional Wet Well Coating at LS1

Mr. Julson,

Tom Avant with Tom Avant Painting, Inc., our coating contractor inspected the wet well at LS1 and discovered additional coating would be required that were not shown in the contract documents.

Bid Alternate No. 3 – LS1 Wet Well Coating calls for all surfaces of the wet well to be coated including a concrete divider wall and concrete platform that are not shown on the drawings. When Tom did his pre-bid inspection of the project he was able to see one concrete divider wall and the concrete platform both of which he included in his price and where show in the contract documents. He was not aware of a second concrete divider wall in the wet well nor was the second concrete divider wall included in the contract documents.

The second concrete divider wall measures 9' wide x 18' tall or an approximately total of 336 SF of additional coating.

Tom is requesting a change order of $6,600.00 to coat the second concrete divider wall.

If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Gary Beeter
ICS, Inc.
Vice President

Change Item No. 8

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
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11/19/18

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – LS2 Door Change_Rev1

Mr. Julson,

The attached cost is for the exterior door changes at LS2.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Door replacement/block infill	LS	1.00	$2,500.00	$2,500.00
Door, frame, & hardware	LS	1.00	$1,570.00	$1,570.00
			TOTAL PRICE:	$4,070.00

The City of Fargo requested a new door to replace the existing door at LS2. The cost includes demo of the existing door, block infill, and installation of frame, door, and hardware. City of Fargo to pay for the door, frame and hardware originally. Cost for the door has now been passed onto ICS by the City of Fargo. Pricing has been updated to account for the cost of procuring the new door by ICS.

If you have any questions regarding the above, please contact me at your earliest convenience.
Sincerely,

Eric Bye
ICS, Inc.
Project Manager

Contract No. 1 - Change Order No. 2 Description of Work

The following is a description of the work contained within Change Order No. 2:

1. Auma electric valve actuators will be used in lieu of Rotork or Limitorque actuators on the four electric valve actuators (two actuators in WS1 and two actuators in WS2), resulting in a cost deduct for the project.
2. Sealant was added between the new and existing lift station structures (WS2 and LS2) along the base slab and around the openings between the structures to reduce the chance of water leakage into the lower portion of the buildings.
3. Rock faced brick will be used in lieu of precast stone for the accent lines on the exterior of the structures, resulting in a cost deduct for the project.
4. The brick was originally specified to be the same for both lift stations (WS1 and WS2), but the brick at WS1 was changed to match the adjacent storm lift station.
5. The area west of the WS2/LS2 lift station will be modified to be a landscaped are in lieu of a full concrete area. The overall changes resulted in a cost deduct for the project.
6. During the cleaning of the wet well at LS1 additional deterioration of the existing concrete was discovered above the normal liquid level that required additional mortar coating to be applied before the wall could be coated with the corrosion resistant coating.
7. One of the baffle walls in the existing wet well at LS1 was not indicated to be coated in the documents and was not visible during inspection. Coating was added to this wall to match the rest of the wet well.
8. The existing south door at LS2 is deteriorating and has issues with binding. The existing door was replaced and the open area above the door was filled in with block and brick.

The cost impact to Contract No. 1 is summarized in the following:

Item	Cost
1. Deduct for Auma Valve Actuators	($10,000.00)
2. Add sealant between WS2 and LS2	$5,762.00
3. Deduct for Rock Faced Block in lieu of Precast Stone	($7,300.00)
4. WS1 Brick Change	$5,400.00
5. Deduct for WS2 Landscaping Changes	($1,764.80)
6. LS1 Wet Well Additional Mortar Coating	$12,000.00
7. LS1 Wet Well Additional Baffle Wall Coating	$6,600.00
8. LS2 Existing Door Replacement	$4,070.00
Total for Change Order No. 2 =	**$14,767.20**

James Hausauer

From:	Ben Julson <Ben.Julson@AE2S.com>
Sent:	Monday, December 3, 2018 5:13 PM
To:	James Hausauer
Subject:	Broadway Wet Weather Improvements: Change Orders
Attachments:	Contract 2 - CO 1 Description of Work.pdf; Contract 1 - CO 2 Description of Work.pdf

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

Jim,
Attached are the change order summary's for Contract No. 1 – CO 02 ($14,767.20) and Contract No. 2 – CO 01 ($16,147.00).

The funding summary for Contract No. 1 (ICS) – CO 02 is as follows:

- FEMA: ($4,558.35)
- State HMGP: ($607.78)
- City Sales Tax: $9,510.83
- Special Assessment: $10,422.50

The funding summary for Contract No. 2 (AAPH) – CO 01 is as follows:

- FEMA: $12,110.25
- State HMGP: $1,614.70
- City Sales Tax: $2,422.05
- Special Assessment: $0.00

The change orders are drafted and ready for the Utility Committee Meeting. As soon as I have the signed cover sheets from ICS and AAPH I'll add those to the copies of the change orders. I'll plan on dropping these off with you tomorrow and discussing the change items associated with each contractor.

Thanks

Ben Julson, PE
Project Engineer
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Environmental Services, Inc. (AE2S)
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