

FARGO CITY COMMISSION AGENDA
Monday, January 14, 2019 - 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, January 2, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Amending Section 2-0203 and Enacting Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Elections.
- 2. 2nd reading and final adoption of the following Ordinances; 1st reading 1/2/19:
 - a. Amending Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code Relating to the Fire Department.
 - b. 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.
 - c. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Penalties for Non-Criminal Violations.
 - d. Rezoning Certain Parcels of Land Lying in Egbert, O'Neil and Haggart's Addition.
- 3. Applications for property tax exemptions for improvements made to buildings:
 - a. Connie J. Payne, 1302 10th Street South (5 year).
 - b. Sam and Leah Melquist, 1311 5th Street South (5 year).
 - c. Stacey M. and Chad Gratton, 3007 2nd Street North (5 year).
 - d. Clyde Trautman, 1626 6th Street South (5 year).
 - e. Bryan S. and Tifanie K. Gelinske, 1602 3rd Street North (5 year).
 - f. Michael S. McMullen, 1409 8th Street South (5 year).
 - g. Rader Family LLC, 1317 14th Street South (5 year).
 - h. Chelsey R. Frydenlund, 2422 Demores Drive South (5 year).
 - i. Chad G. and Karie L. Whiting, 2713 Southgate Drive South (5 year).
 - j. Donald W. Gilbertson, 709 16th Street South (5 year).
 - k. Dave and Denise Kolpack, 1322 6th Avenue South (5 year).
 - l. Long T. Nguyen, 718 26th Street North (5 year).
- 4. Direct the City Attorney's Office to prepare the necessary Ordinance or Ordinance Amendment to address unlawful snow depositing on private property.
- 5. Amended Gaming Site Authorizations for Northern Prairie Performing Arts at Pour House and O'Clevy's.
- 6. Agreement for Provision of Health Services for Cass County by Fargo Cass Public Health.

7. Grant Agreement with Lutheran Social Services of North Dakota for medical screening/TB follow-up visits.
8. Voluntary National Retail Food Regulatory Program Standards (Retail Standards) Grant Program to provide Fargo Cass Public Health with Standard 2 Training of Regulatory Staff.
9. Direct the City Attorney's Office to amend Article 21-06 of the Fargo Municipal Code to include FEMA's policy on cumulative substantial improvements.
10. 2019 Social Service Fund allocations.
11. Acceptance of a \$1,000.00 donation from Corwin Brothers for the Fargo Police Department Canine Unit.
12. Purchase of one mechanical high dump street sweeper from Northern Truck Equipment Corporation in the amount of \$210,516.00 (RFP19006).
13. May – October residential curbside brush chipping program to follow the 2-week recycling schedule beginning May 1, 2019.
14. Winter closure of the rear yard sidewalks located on the southern side of the 4200 block of 49th Avenue South.
15. Lease Agreement with Jefferson Partners, L.P. to lease space at the GTC.
16. Amendment to Contract No. 38170156A with the ND Department of Transportation.
17. Temporary Encroachment/Use Agreement with Spartan Garages, LLC for property located at 1101 25th Avenue North, as well as a \$500.00 use fee.
18. Updated 2019 Capital Improvement Plan.
19. Contract Amendment No. 4 with AE2S for an increase of \$53,000.00 for Project No. MS-15-P0.
20. Change Order No. 1 for an increase of \$38,270.00 for Project No. SN-17-A1.
21. Rescind the contract award to Mid-American Signal, reject all other proposals and issue a new RFP for Project No. TR-18-A1.
22. Bid advertisement for Project Nos. SN-19-A and SR-19-A.
23. Bills.
24. Memorandum of Offer to Landowner Temporary and Permanent Easements from the University of Northwestern-St. Paul in association with Improvement District No. BN-19-A1.
25. Utility relocation and payment authorization to Minnkota Power in the amount of \$57,000.00 (Improvement District No. BN-19-A2).
26. Receive and file the Main Avenue Street Reconstruction Update (Improvement District No. BR-18-A1).
27. Change Order No. 2 for an increase of \$9,548.09 for Improvement District No. BN-18-G1.

28. Change Order No. 2 for an increase of \$86,199.00 for Improvement District No. DN-18-A1.
29. Contract Amendment No. 4 with Houston Engineering for an increase of \$8,000.00 for Improvement District No. MS-17-A0.

REGULAR AGENDA:

30. Recommendations for On-Street Parking.
31. Recommendation to appoint Heather Keeler-Johnson to the Native American Commission.
32. Public Hearings - 5:15 pm:
 - a. Transfer of a Class "C" Alcoholic Beverage License from Men's Hair World LLC d/b/a Hair Salon to Men's Hair World LLC d/b/a Men's Hair World at 1801 45th Street South, Suite L1; continued from the 1/2/19 Regular Meeting.
 - b. Plat of Craigs Oak Grove Addition, a Vacation Plat of 5th Avenue North, and an alley, and a replat of part of Block 27, part of Block 28, and the vacated portions of Elm Street, Block 28 alley and 5th Avenue North, Keeney and Devitt's 2nd Addition, including a Subdivision Waiver to reduce the size of a cul-de-sac and a right-of-way name change (43, 44 and 48 5th Avenue North, 10, 14 and 22 6th Avenue North, and 505, 509, 515 and 519 Oak Street North); approval recommended by the Planning Commission on 6/5/18.
 - c. St. Paul's Newman Center Addition (1113, 1117, 1119, 1129, 1131 and 1141 North University Drive; 1112, 1118, 1122, 1126, 1130, 1134, 1138, 1142 and 1146 12th Street North; 1201, 1211, 1213, 1215 and 1223 11th Avenue North); approval recommended by the Planning Commission on 12/4/18:
 1. Zoning Change from MR-3, Multi-Dwelling Residential, LC, Limited Commercial and SR-3, Single-Dwelling Residential to MR-3, Multi-Dwelling Residential with a PUD, Planned Unit Development Overlay.
 2. 1st reading of rezoning Ordinance.
 3. Planned Unit Development Master Land Use Plan.
 4. 1st reading of Ordinance Establishing a Planned Unit Development.
 5. Plat of St. Paul's Newman Center Addition.
33. Small cells:
 - a. Waive requirement to receive and file an Ordinance one week prior to 1st Reading and 1st Reading of an Ordinance Amending Article 24-04 of Chapter 24 of the Fargo Municipal Code Relating to Wireless Telecommunications.
 - b. Resolution Authorizing Wireless Telecommunication Facility Guidelines.
34. Recommendation to award bids for Phase 2 of the Police Department Headquarters Remodel Project (AFB18337).
35. Legislative Update.

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

11

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 2-0203 AND
2 ENACTING SECTION 2-0205 OF ARTICLE 2-02 OF CHAPTER 2
3 OF THE FARGO MUNICIPAL CODE RELATING TO ELECTIONS

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 2-0203 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby
17 amended to read as follows:

18 2-0203. Elections--Provisions governing.--Municipal elections in the city of Fargo
19 shall be conducted in accordance with the statutes of the state of North Dakota which relate
20 to elections in cities with a commission form of government except as ~~hereinbefore changed~~
21 ~~and modified otherwise provided by city home rule charter, city ordinance or both home rule~~
22 ~~charter and ordinance.~~
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Enactment.

Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby enacted to read as follows:

2-0205 – 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.

Section 3. Effective Date.

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2a

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 7-0302, OF ARTICLE 7-03
OF CHAPTER 7 OF THE FARGO MUNICIPAL CODE RELATING TO
THE FIRE DEPARTMENT

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 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

D. Establishment of eligible entrance and promotional employment lists—police and fire departments.

With respect to initial application to the police department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all other requirements shall be placed on a list of eligible applicants for a period of two years provided, however, that the appointing authority may establish the maximum number of eligible applicants as deemed necessary and appropriate.

With respect to initial application to the fire department, applicants receiving a passing score on competitive examinations and having satisfactorily completed all other requirements shall be placed on a list of eligible applicants for a period of ~~two~~ one years

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

provided, however, that such list shall not exceed ~~thirty~~ fifteen (3015) candidates.

The appointing authority may request a new competitive examination for initial application to the police and fire departments as deemed necessary and appropriate. In such cases, the list of additional applicants will be consolidated into the existing eligibility list provided, however, that the maximum period of eligibility shall not exceed ~~two (2) years~~ the maximum eligibility at the time of examination. All candidates undergoing examination shall be bound by the eligibility period at the time of testing and shall forfeit previous list standing.

With respect to promotions within the police and fire departments, applicants receiving a passing score on competitive examinations shall be placed on a list of eligible applicants for promotion for a period of two (2) years or until a new test is required by the appointing authority. The appointing authority may request a new competitive examination as deemed necessary and appropriate. The period of eligibility on a promotional list shall not exceed two years.

* * *

Source: 2386 (1987), 2530 (1990), 2559 (1991), 2610 (1992), 2682 (1994), 2715 (1994), 2781 (1996), 4095 (2000), 4335 (2003), 4581 (2007), 4660 (2008).

Section 2. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(26)

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,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

revoked, suspended, or altered.

- 1 3. To lend any registration number plate or registration card to
2 any person not entitled thereto, or knowingly permit the use
3 of any registration number plate or registration card by any
4 person not entitled thereto. A vehicle not displaying the
5 current license as required herein may be impounded in
6 accordance with § 8-0126 of this chapter.
7 4. To operate, drive or park or the owner thereof knowingly to
8 permit anyone to operate, drive or park, upon the streets of
9 the city of Fargo, any motor vehicle, trailer, or semi-trailer
10 which does not have attached thereto and displayed thereon a
11 number plate, plates or validation tags assigned thereto by the
12 North Dakota registrar for the current registration year,
13 subject to the exemptions permitted in chapter 39-04,
14 N.D.C.C.

- 15 B. It shall be unlawful to operate or drive a vehicle upon the streets of the city of
16 Fargo unless the operator thereof has a valid operator's license or permit as
17 required by law; ~~and unless such operator shall have his operator's license or~~
18 ~~permit in the immediate possession at all times when operating a motor vehicle~~
19 ~~and shall display the same, upon demand of any peace officer or the municipal~~
20 ~~court. However, no person charged with violating this section shall be~~
21 ~~convicted or assessed any court costs if he produces in court, to the chief of~~
22 ~~police or in the office of the arresting officer an operator's license or permit~~
23 ~~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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

20

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2d

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN EGBERT, O'NEIL AND HAGGART'S ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in Egbert, O'Neil and Haggart's Addition to the City of Fargo, Cass County,
7 North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on December 4, 2018; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on January 2,
11 2019,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lots 5A, 5B, 6A, 6B, 8A, 8B and the South 13-1/2 feet of Lot 7B and the south-half of the
16 vacated alley adjacent to Lot 5A and the north half of the vacated alley adjacent to said Lots
17 6B and 8B; Block 16; and Lots 1, 2A, 2B, 3A, 3B, 6 and Lot 4, except the South 70 feet
18 thereof, and the south half of the vacated alley adjacent to said Lots 1 and 2A; Block 21 all
19 in the Plat of the South Half of Egbert, O'Neil and Haggart's Addition to the City of Fargo,
20 Cass County, North Dakota

21 is hereby rezoned from "SR-4", Single-Dwelling Residential, District and "GC", General
22 Commercial, District with a "C-O", Conditional Overlay, District established by Ordinance No.
23 4033 to a "GC", General Commercial, District leaving said "C-O", Conditional Overlay in place;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. This ordinance shall be in full force and effect from and after its passage and approval.

(SEAL)

Attest:

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3a

December 26, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

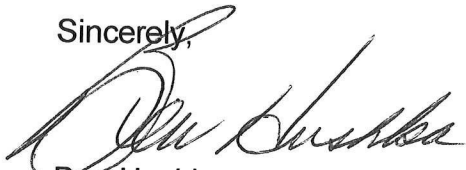
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1302 10 St. S as submitted by Connie J. Payne. 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 \$95 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 <u>Connie Payne</u>	Phone No. <u>701-235-3466</u>
2. Address of Property <u>1302 10 St N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>E 50' of S 100' of Lt 53</u> <u>Ohmers</u>	
4. Parcel Number <u>01-2220-03100-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Replace flat roof over addition & garage with trusses & pitched roof</u>	
7. Building Permit No. <u>181442</u>	8. Year Built <u>1930</u>
9. Date of Commencement of making the improvement <u>August 2018</u>	
10. Estimated market value of property before improvement	\$ <u>160,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>20,000</u>
12. Estimated market value of property after improvement	\$ <u>167,900</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Connie Payne</u>	Date <u>Dec 20, 2018</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS OF QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>12/27/18</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

36

December 26, 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 1311 5 St. S as submitted by Sam & Leah Melquist. 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 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$350 with the City of Fargo's share being \$60.

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	SAM & LEAH MELQUIST	Phone No.	218-791-0849
2. Address of Property	1311 5 ST S		
City	FARGO	State	ND
Zip Code	58103		
3. Legal description of the property for which the exemption is being claimed.	LT 3 BLK 1 BENEDICTS ADDN		
4. Parcel Number	01-0140-00040-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	SAME		
City		State	
Zip Code			

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	RESIDE DWELLING, INTERIOR REMODEL INCLUDING KITCHEN, BATHS, FLOORING		
7. Building Permit No.	172518	8. Year Built	1916
9. Date of Commencement of making the improvement	12/27/2017		
10. Estimated market value of property before improvement	\$	181,500	
11. Cost of making the improvement (all labor, material and overhead)	\$		
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	Leah Melquist
Date	20 Dec 18

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK
Assessor's Signature	Don Venable
Date	12/27/18

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

30

December 26, 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 3007 2 St. N as submitted by Stacey M. & Chad Gratton. 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 \$195 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 <u>Stacey & Chad Gratton</u>	Phone No. <u>701/866-4739</u>
2. Address of Property <u>3007 2 St N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt 8, Blk 8, Edgewood 2nd</u>	
4. Parcel Number <u>01-0730-00783-050</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Refinish basement</u>	
7. Building Permit No. <u>181497</u>	8. Year Built <u>1974</u>
9. Date of Commencement of making the improvement <u>09/04/18</u>	
10. Estimated market value of property before improvement	\$ <u>233,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>38,000</u>
12. Estimated market value of property after improvement	\$ <u>248,300</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Stacey Gratton</u>	Date <u>12/20/18</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>12/27/18</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3d

January 3, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

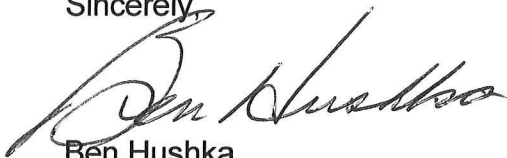
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1626 6 St. S as submitted by Clyde Trautman. 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 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$85 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)

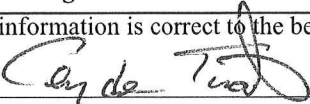
Property Identification

1. Name of Property Owner	CLYDE TRAUTMAN	Phone No.	
2. Address of Property	1626 6 ST 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 LEWIS ADDITION		
4. Parcel Number	01-1720-00730-000	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	PO BOX 3230		
City	FARGO	State	ND
Zip Code	58108		

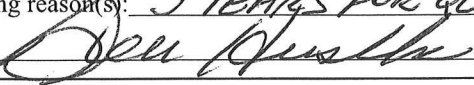
Description Of Improvements For Exemption

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 - soft, face & gutters		
7. Building Permit No.	172513	8. Year Built	1949
9. Date of Commencement of making the improvement	November 2017		
10. Estimated market value of property before improvement	\$ 134,300		
11. Cost of making the improvement (all labor, material and overhead)	\$ 81,486.71		
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	Date
	12-28-18

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	
5 YEARS FOR QUALIFYING WORK	
Assessor's Signature	Date
	1/2/19

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT



January 3, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1602 3 St. N as submitted by Bryan S. & Tifanie K. Gelinske. 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 \$620 with the City of Fargo's share being \$105.

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 <u>Bryan & Tifanie Gelinske</u>	Phone No. <u>701-261-5623</u>
2. Address of Property <u>1602 3 St N</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lts 301 & S 20' of 302 North Broadway</u>	
4. Parcel Number <u>01-2100-01930-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Construct 26' x 36' 2-story addition & remodel main floor</u>	
7. Building Permit No. <u>180063</u>	8. Year Built <u>1950</u>
9. Date of Commencement of making the improvement <u>January 2018</u>	
10. Estimated market value of property before improvement	\$ <u>247,100</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>150,000</u>
12. Estimated market value of property after improvement	\$ <u>294,800</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Bryan Gelinske</u>	Date <u>12-15-2018</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>25 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Smith</u>	Date <u>1/7/19</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT



January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

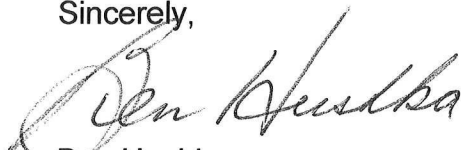
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1409 8 St. S as submitted by Michael S. McMullen. 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 \$150 with the City of Fargo's share being \$25.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

Property Identification

1. Name of Property Owner <u>MICHAEL MCMULLEN</u>	(701) Phone No. <u>429-7989</u>
2. Address of Property <u>1409 8 ST S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>LT 4 BLK 11 HUNTINGTONS ADDN</u>	
4. Parcel Number <u>01-1400-01570-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>SAME</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>RESIDE DWELLING, INCLUDING SOFFITS & GUTTERS</u> <u>Main Upper Level Bathroom Remodel</u>	
7. Building Permit No. <u>181699 & 180040</u>	8. Year Built <u>1924</u>
9. Date of Commencement of making the improvement <u>Jan. 2018; Dec. 2018</u>	
10. Estimated market value of property before improvement	\$ <u>236,100</u>
11. Cost of making the improvement (all labor, material and overhead) \$	<u>\$45,000</u>
12. Estimated market value of property after improvement	\$ <u>247,700</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Michael McMullen</u>	Date <u>Jan. 7 2019</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Sen Huspka</u>	Date <u>1/8/19</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

39

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:


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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1317 14 St. S as submitted by Rader Family LLC. 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 \$105 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 <u>RADER FAMILY LLC</u>	Phone No. <u>701-212-7999</u>
2. Address of Property <u>1317 14 ST S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>LT 5 BLK 3 MORTON & DOTYS ADDN</u>	
4. Parcel Number <u>01-2040-00520-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>4751 WOODHAVEN ST S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58104-4246</u>

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>RESIDE DWELLING WITH VINYL SIDING</u>	
7. Building Permit No. <u>181670</u>	8. Year Built <u>1965</u>
9. Date of Commencement of making the improvement <u>11/6/2018</u>	
10. Estimated market value of property before improvement	\$ <u>158,900</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>11,354.00</u>
12. Estimated market value of property after improvement	\$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Sandra Rader</u> <i>President, Rader Family LLC</i>	Date <u>1-4-19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>1/8/19</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

zh

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2422 Demores Dr. S as submitted by Chelsey R. Frydenlund. 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 \$430 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	CHELSEY R FRYDENLUND			Phone No.	
2. Address of Property	2422 DEMORES DR S				
City	FARGO	State	ND	Zip Code	58103
3. Legal description of the property for which the exemption is being claimed.	W 1/2 OF LT 17 BLK 2B SOUTHVIEW VILLAGES ADDN				
4. Parcel Number	01-2840-00249-000	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
5. Mailing Address of Property Owner	SAME				
City		State		Zip Code	

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	REMODEL INCLUDING FLOORING, KITCHEN, BATHS
7. Building Permit No.	189003
8. Year Built	1978
9. Date of Commencement of making the improvement	
10. Estimated market value of property before improvement	\$ 144,900
11. Cost of making the improvement (all labor, material and overhead)	\$
12. Estimated market value of property after improvement	\$ 178,000

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 <u><i>Chelsey R Frydenlund</i></u> Date <u>10/4/2019</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u><i>Don Kustler</i></u> Date <u>11/8/19</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

31

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2713 Southgate Dr. S as submitted by Chad G. & Karie L. Whiting. 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 \$130 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)

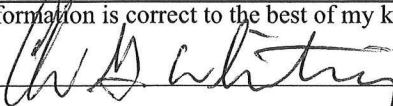
Property Identification

1. Name of Property Owner	CHAD & KARIE WHITING	Phone No.	701-371-3868
2. Address of Property	2713 SOUTHGATE DR S		
City	FARGO	State	ND
Zip Code	58103		
3. Legal description of the property for which the exemption is being claimed.	LT 11 BLK 5 WESTGATE VILLAGE ADDN		
4. Parcel Number	01-4000-00670-000	Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	SAME		
City		State	
Zip Code			

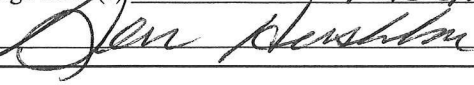
Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	RESIDE DWELLING WITH SEAMLESS STEEL SIDING		
7. Building Permit No.	181971	8. Year Built	1975
9. Date of Commencement of making the improvement	12/18/18		
10. Estimated market value of property before improvement	\$ 233,400		
11. Cost of making the improvement (all labor, material and overhead) \$	33,380		
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	Date
	1/3/19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK
Assessor's Signature	Date
	1/8/19

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

31

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 709 16 St. S as submitted by Donald W. Gilbertson. 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 \$105 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	Donald Gilbertson	Phone No.	701-235-8438
2. Address of Property	709 16 St S		
City	FARGO	State	ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	E 47.54' of Lts 1-3, Blk 3 Darlings 2nd Addn		
4. Parcel Number	01-0560-00500-000	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	Same		
City		State	Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Remodel bath		
7. Building Permit No.	182033	8. Year Built	1952
9. Date of Commencement of making the improvement	November 2018		
10. Estimated market value of property before improvement	\$	182,400	
11. Cost of making the improvement (all labor, material and overhead)	\$	8,000	
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	Donald ad Gilbertson Date 1-3-19

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK
Assessor's Signature	Don Gilbertson Date 1/9/19

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

3K

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1322 6 Ave. S as submitted by Dave & Denise Kolpack. 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 \$155 with the City of Fargo's share being \$25.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

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

Property Identification

1. Name of Property Owner <u>Dave & Denise Kolpack</u>	Phone No. <u>701/200-7048</u>
2. Address of Property <u>1322 6 Ave S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt 8, Blk 1, Rowes</u>	
4. Parcel Number <u>01-2500-00080-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Full kitchen remodel, removed wall to dining room & opened to living room</u>	
7. Building Permit No. <u>181300</u>	8. Year Built <u>1919</u>
9. Date of Commencement of making the improvement <u>August 2018</u>	
10. Estimated market value of property before improvement	\$ <u>218,600</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>30,000 80,000</u>
12. Estimated market value of property after improvement	\$ <u>230,500</u>

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>[Signature]</u>	Date <u>1-4-19</u>

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>1/8/19</u>

Action of Governing Body

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

32

January 8, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

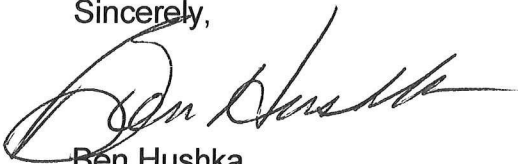
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 718 26 St. S as submitted by Long T. Nguyen. 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 \$270 with the City of Fargo's share being \$45.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

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


Property Identification

1. Name of Property Owner	Long Nguyen	Phone No.	(701) 235.2905
2. Address of Property	718 26 St N	(cell)	(571) 292.4432
City	FARGO	State	ND
Zip Code	58102		
3. Legal description of the property for which the exemption is being claimed.	Pt of Lt 5, Blk 31, College 2nd Addn		
4. Parcel Number	01-0480-03223-000	Residential	<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>
5. Mailing Address of Property Owner	Same		
City		State	
Zip Code			


Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Housing Rehab-New windows, doors, plumb for basement bath, remove vent & repair roof
7. Building Permit No.	181980
8. Year Built	1971
9. Date of Commencement of making the improvement	November 2018
10. Estimated market value of property before improvement	\$ 80,200
11. Cost of making the improvement (all labor, material and overhead)	\$ 20,828
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  Date JAN. 08-2019

Assessor's Determination

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK
Assessor's Signature  Date 4/8/19	

Action of Governing Body

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



4

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

January 10, 2019

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

RE: Ordinance Relating to Unlawful Snow Depositing on Private Property

Dear Commissioners,

I ask your permission and direction to prepare an ordinance making it unlawful to deposit snow on the property of another.

This winter, the City has received a number of complaints from property owners complaining about their neighbors blowing or dumping snow on their property. The current state and city laws do not address this concern. The Police Department and the Mayor have asked us to attempt to identify a solution.

Suggested Motion: I move to direct the City Attorney to prepare the necessary ordinance or ordinance amendment to address unlawful snow depositing on private property.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Alissa R. Farol".

Alissa R. Farol
Assistant City Attorney





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

AMENDED

5a

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

Full; Legal Name of Gaming Organization **Northern Prairie Performing Arts**

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

Name of Location Pour House			
Street 4281 45th St. S.	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 2/1/19	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire lounge area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

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

APPROVALS	
Attorney General	Date
Signature of City/County Official	Date 1/14/2019
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

AMENDED (56)

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

Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location O'Clevy's			
Street 3333 13th Ave. S.	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 2/1/19	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Entire lounge area			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 1/14/2019
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:


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



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

MEMORANDUM

TO: BOARD OF CITY COMMISSION

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 27, 2018

RE: AGREEMENT FOR PROVISION OF HEALTH SERVICES FOR
CASS COUNTY BASED ON ANNUAL OPERATING BUDGET
SUBMITTED TO CASS COUNTY

The attached agreement with Cass County is for provision of health services.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract with Cass County for Health Services.

DF/LS
Enclosure



M E M O

**Board of County
Commissioners**

TO: Desi Fleming, Director of Public Health
Fargo Cass Public Health

Chad M. Peterson
Fargo, North Dakota

FROM: Heather Worden, Administrative Assistant *HW*

Rick Steen
Fargo, North Dakota

DATE: December 18, 2018

SUBJECT: Agreement - Health Services for Cass County

Vern Bennett
Fargo, North Dakota

Duane Breitling
West Fargo, North Dakota

Attached is a contract signed by the Board of Cass County Commissioners at the regular meeting of the board held December 17, 2018.

Mary Scherling
Stanley Township, North Dakota

Please submit a copy to my office after all parties have signed the agreement.

Thank you.

Heather Worden
Commission Assistant

Enclosure

P.O. Box 2806
211 9th Street South
Fargo, North Dakota 58108
701-241-5609
www.casscountynd.gov

**AGREEMENT FOR PROVISION OF HEALTH SERVICES
FOR CASS COUNTY BY
FARGO CASS PUBLIC HEALTH**

Cass County and the City of Fargo hereby enter into an agreement in accordance with applicable ND Century Code Title 23 and Chapter 54-40, under which public health services will be provided by Fargo Cass Public Health throughout Cass County and within those cities within the County that do not have approved health departments. This revised agreement will be effective as of January 1, 2019, and will continue annually thereafter, subject to renegotiation or cancellation by either Cass County ("County") or the City of Fargo ("City") upon 90 days notice to the other by certified mail.

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

1. HEALTH OFFICER:

The City Health Officer will act as health officer for Cass County, and provide oversight and consultation on all programs provided to Cass County through Fargo Cass Public Health and verify program compliance with the standards for public health agencies as set by the North Dakota State Health Department.

2. NURSING SERVICES:

The nursing services provided in rural Cass County by Fargo Cass Public Health will include, but not be limited to the following services:

- A. Home Health Care:** Referrals accepted from any source. Eligibility will be based on established referral criteria. An evaluation visit is made and nursing assessment is done to determine care needed by client. Individualized plan of treatment is developed to address specific needs of client and will require a primary medical provider to sign and authorize care on recurring basis per Medicaid, Medicare, and agency policy. Services may include medication assistance, chronic disease management and education, INR checks, safety assessments, home health aides and/or homemaking assistance, and referrals to community resources.

- B. Maternal and Child Health Services:** Referrals accepted from medical provider or community agency. Home visits for high-risk prenatal and/or postnatal families. Eligible referrals will be assigned to the Nurse Family Partnership program or the Maternal Child Health program. Home visits may include nursing and developmental assessments, health and safety education, anticipatory guidance, referral to community resources, and other interventions or services as indicated.
- C. Communicable Disease:** Activities include but not limited to immunizations for children and adults, tuberculosis management, Human Immunodeficiency Virus (HIV) and Sexually Transmitted Diseases (STD) intervention and education. FCPH staff will work with the Regional State Epidemiologist as needed for communicable disease cases and/or outbreaks.
- D. School Health:** FCPH school nurses will be housed and provide direct services to students and/or staff at Kindred, Casselton, and Northern Cass Schools. Mapleton will have limited coverage. Other county schools may have public health nursing coverage for screening or education needs. Classroom instruction may be provided upon request on health, safety, or health promotion topics. Consultation with school staff as requested.
- E. Health Maintenance Clinics for Senior Citizens:** Fargo Cass Public Health will provide clinics to various senior centers and community housing according to identified needs or requested services. These clinics may include but are not limited to blood pressure screening, health education, and seasonal influenza immunizations. Any clients with identified health risks will be referred to the appropriate community resource.
- F. Correctional Health:** Fargo Cass Public Health will provide nursing services at the Cass County Jail, Monday through Friday (approximately 8AM – 10PM) along with weekend day shift coverage. FCPH nursing staff work in partnership with the Cass County Jail staff and have medication trained Correctional staff to assist in med pass coverage as needed. The nurses will work under the medical direction of the contracted medical provider (presently contracted with physicians at the Family HealthCare Center), along with various community mental/behavioral health providers. Services include but are not limited to nursing assessment, triage, acute care, medication assistance, consultation and referral, and health education/promotion activities. The services will also include HIV testing and counseling, as required by law, (North Dakota Century Code 23-07-07.5) along with TB screening. Nursing services are guided by standards set forth by the National Commission on Correctional Health Care.

3. HEALTH PROTECTION AND PROMOTION SERVICES:

- A. Public Information:** In order to create an awareness of specific health topics and/or issues, staff will utilize various social media and marketing venues to increase public awareness. Public service announcements may also be utilized to create awareness of selected health concerns. Media interviews, if requested, will be directed to the Public Information Officer who will notify the appropriate department within Fargo Cass Public Health to fulfill the media request.
- B. Health Promotion:** Activities may include group and/or individual wellness and health education programs including nutrition, tobacco, substance abuse prevention, breastfeeding, physical activity, and obesity prevention.
- C. Family Planning:** Reproductive health services including STD counseling, testing, and treatment are available at Fargo Cass Public Health and accessible for all residents of Cass County.

4. WIC SERVICES (The Special Supplemental Nutrition Program for Women, Infants, and Children):

The Special Nutrition Program for Women, Infants, and Children serves residents of Cass County who are pregnant, breastfeeding and recently delivered, infants, and children under age five who meet an income guideline and live in North Dakota. WIC is an effective health program, which provides quality nutrition education, health assessment, referral and nutritious food.

5. LABORATORY SERVICES:

Laboratory services are accessible to all residents of Cass County to test/screen hemoglobin, cholesterol, urine, pregnancy testing, and all cultures for sexually transmitted diseases (including HIV and Hepatitis). Water samples from private wells; community and non-community wells (Federal designation for certification under Safe Drinking Water Act) are tested for nitrates and coliform bacteria. Standard plate counts and coliform are done on swimming pool waters and soft-serve ice cream.

6. ENVIRONMENTAL HEALTH SERVICES:

Fargo Cass Public Health has a contract in place for environmental service provision for the City of West Fargo. This contract applies to the remainder of Cass County.

Fargo Cass Public Health will provide the expertise, facilities, equipment, and staff necessary to review, inspect, analyze, permit, and enforce the various local,

state, and federal statutes and regulations governing environmental health issues within Cass County. The principal environmental health programs included under this agreement shall include, but are not limited to, the following:

- A. **Water Wells:** Perform such periodic sampling, analysis, and reporting to assure community and non-community water wells comply with applicable health standards and regulations.
- B. **On-Site Sewage Treatment Systems:** Conduct on-site sewage treatment system inspections and/or evaluations to assure compliance with applicable health standards and regulations. Cass County specifically retains the right to promulgate, amend, and repeal the on-site regulations to be enforced under this Agreement.
- C. **Nuisances:** Respond to citizen complaints to verify compliance with applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.
- D. **School Lunch Programs:** Perform such periodic inspections as necessary to verify all school cafeterias comply with applicable health standards and regulations, and to report such findings to school and state officials as required by law.
- E. **Miscellaneous:** Perform such other inspections, sampling, and analysis, and file such reports as may be necessary during the term of this agreement which otherwise would be the obligation of County to perform under such statutes, rules or regulations as may hereafter be promulgated by the State or Federal governments.
- F. **Enforcement:** In the event enforcement of the foregoing environmental health services should require legal assistance, Fargo Cass Public Health will approach the office of Cass County States Attorney for such legal assistance.

7. EMERGENCY PREPAREDNESS SERVICES:

Provides emergency preparedness planning and response for Cass County and acts as a liaison between the North Dakota Department of Health and local public health to strengthen the infrastructure between emergency services and public/private healthcare to respond to public health emergencies. Coordination and planning for the deployment of the National Pharmaceutical Stockpile, along with bioterrorism and emergency response for Cass County. Assists county as needed with local emergency public health plans.

8. INDEMNIFICATION:

County hereby agrees to indemnify and hold City, its officers, agents, employees, and members harmless from any and all claims, demands, and causes of action which may be asserted against City as a result of rendering of any of the services by City which are described in this agreement. The obligation of County under the terms of this provision shall include the duty to provide a legal defense of such claims.

9. NOTIFICATIONS:

Should unexpected difficulties arise in interpreting or implementing this agreement, or other formal notification to the parties become necessary, the primary contact persons for the respective parties are hereby designated to be:

Director of Public Health
Fargo Cass Public Health
1240 25th St S
Fargo, ND 581032367
(701) 241-1360

Director of Social Services
Cass County Social Services
P. O. Box 3106
Fargo, ND 580108-3106
(701) 236-6700

10. BILLING FOR FARGO CASS PUBLIC HEALTH SERVICES:

A. Vehicles:

The City of Fargo will provide necessary vehicles, and maintenance on those vehicles, for the staff providing services in the County. Mileage will be charged at the current City of Fargo reimbursement rate.

B. Annual Budget:

The annual operating budget for Fargo Cass Public Health Services will be submitted annually for approval by the Cass County Commission for the reimbursement of the foregoing services.

C. Monthly Billings:

Fargo Cass Public Health will bill Cass County monthly for actual expenses incurred in providing the foregoing services. A report of activities will be provided as requested.

D. Refunds to Cass County:

Fees received for any on-site septic services will be credited to Cass County on the final billing for each month.

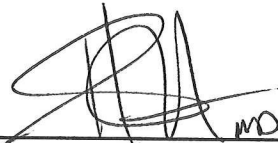
WHEREFORE, the parties have duly caused their representatives
to execute this Agreement on their behalf this 17th day of December, 2019.


CASS COUNTY:


CHAIRMAN, COUNTY COMMISSION


COUNTY AUDITOR

FARGO CASS PUBLIC HEALTH:


HEALTH OFFICER Heidi Lako-Adamson MD, FAEMS


DESI FLEMING,
DIRECTOR OF PUBLIC HEALTH

TIMOTHY J. MAHONEY,
MAYOR, CITY OF FARGO


Attest:

CITY AUDITOR

7

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: January 9, 2019

RE: AGREEMENT WITH LUTHERAN SOCIAL SERVICES OF
NORTH DAKOTA FOR NEW REFUGEES MEDICAL
SCREENING/TB FOR \$2365

This is a request to approve the attached agreement with Lutheran Social Services of North Dakota for medical screening/TB follow-up visits.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the contract agreement with Lutheran Social Services of North Dakota.

DF/lls
Enclosure



TO: Desi Fleming, Fargo Cass Public Health

FROM: Shirley Dykshoorn, ND State Refugee Coordinator/ Program Director- New Americans

RE: Medical Interpretation Award

DATE: 01/07/2019

Your proposal to provide medical interpretation for medical screening/TB Follow-up visits for new refugees has been approved for funding in the amount of **\$ 2,365.00 for FFY 2019 (Oct 1, 2018- Sept 30, 2019) from Refugee Cash and Medical Assistance Funding.** The funding is retroactive beginning October 1, 2019. Please review and return the attached contract by the end of this month, if possible.

Semi-annual reports are required and must be submitted to Lutheran Social Services of ND within fifteen days after the close of each period. Final reports will also be required at the end of the Federal Fiscal Year. It is important to clearly outline your activities and efforts during each trimester and the outcomes you have been able to achieve.

Thank you for your patience and we look forward to working with you.

*Guided by God's love and grace,
Lutheran Social Services of North Dakota brings healing, help and hope.*
lssnd.org



GRANT AGREEMENT

Lutheran Social Services of North Dakota (Grantor), 3911 20th Avenue S, Fargo ND 58103, has determined the services identified in the Scope of Service paragraph below form an appropriate basis for the expenditure of federal funds allocated to Grantor.

Fargo Cass Public Health, 1240 25th Street S, Fargo ND 58103, is appropriate to provide those services.

Grantor and Grantee therefore enter into the following:

1. TERM OF GRANT

This grant runs from October 1, 2018 through September 30, 2019. This grant may be terminated at any time by mutual consent of both parties, or upon 30 days' written notice by either party, with or without cause.

2. SCOPE OF SERVICE, REPORTING, AND ADVISORY COMMITTEE

Grantee shall provide: Medical interpretation and translation services for refugee health screening, physical examination and/or required Tuberculosis follow-up care for newly resettled refugees. Grantee shall provide semi-annual reports to Grantor on 3/1/2019 and 9/1/2019 in a format prescribed by the Office of Refugee Resettlement and Lutheran Social Services of ND as the grantee of federal funding. Grantee also shall collect data for reporting to the Office of Refugee Resettlement as requested by Grantor for the purpose of year end outcome measures.

The Grantee shall participate with other Grantees as a member of the Refugee Services Advisory Committee which meets at least quarterly, and will report to the committee on goals, outcomes, new initiatives, and barriers in providing health services to refugees.

3. COMPENSATION

Grantor, upon receipt and approval of Request for Reimbursement or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" are defined by the OMB Circulars cited under Section 8 of this grant. The total amount paid under this grant may not exceed \$2,365. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantee shall submit its final reimbursement request to Grantor no later than 30 days after the expiration or termination of this grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the OMB Circular Information Guide.

Payment for services under this grant may include federal monies. Anticipated funding at the time this grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting LSS' Fiscal Administration Division.

Anticipated Funding:

Federal	\$ 2,365.00	Other	\$0.00
State	\$0.00	Unknown	\$0.00

Catalog of Federal Domestic Assistance Number 93.566, Refugee and Entrant Assistance, State Administered Programs- Cash and Medical Assistance Funding.

4. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this grant is a one-time grant, and acknowledges that it has received no assurances that this grant may be extended beyond its expiration date.

5. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment A which is part of this grant.

6. AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor. Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this grant, and incorporates this grant, together with its attachments as appropriate. Grantee agrees to be solely responsible for the performance of any subcontractor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

7. INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Grantee's activities and responsibilities under this grant.

8. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, which is made a part of this grant by reference here, that Circular must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156.

Grantee agrees to file a copy of the "Reporting Package" as described by the Circular referenced above with LSS' Fiscal Administration Division within the time frame identified in that Circular. Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as: OMB Circular A-110 Uniform Administrative requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, OMB Circular A-122, the Cost Principals for Non-Profit Organizations, which are made a part of this grant by reference here.

9. RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

10. TERMINATION OF GRANT FOR CAUSE

Grantor by written notice of default to Grantee may terminate all or any part of this grant if:

- a) Grantee fails to provide services required by this grant within the time specified or within any extension agreed to by Grantor; or
- b) Grantee fails to perform any of the other provisions of this grant, or fails to pursue the work in a way that endangers performance of this grant in accordance with its terms.

The rights and remedies of Grantor provided in the above clause related to defaults by Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

11. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Grantor may terminate this grant effective upon delivery of written notice to Grantee or on any later date stated in the notice, if:

- 1) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
- 3) Any license, permit, or certificate required by law or rule, or by this grant, is for any reason denied, revoked, suspended or not renewed.

Any termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

12. CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

13. INDEMNITY

The Grantor and Grantee each agree to assume their own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.

14. INSURANCE

The Grantor and Grantee each shall secure and keep in force during the term of this agreement, from any insurance company, government self-insurance pool or government self retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

15. NOTICE

Any notice or other communication required under this grant must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
Fargo Cass Public Health
1240 25th Street S
Fargo, ND 58103

or

Lutheran Social Services of ND
New Americans
3911 20th Avenue S
Fargo ND 58103

16. INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between Grantee and Grantor. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

17. COLLATERAL CONTRACTS

If any inconsistency exists between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant control.

18. APPLICABLE LAW

This grant is governed by and construed according to the laws of the State of North Dakota.

19. ASSIGNMENT

Neither party may assign this grant or the party's rights under this grant without the written approval of the other party. Approval to assign may not be unreasonably withheld. This grant is equally binding on the respective parties, and their successors and assigns.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this grant belong to Grantor and must be delivered to Grantor at Grantor's request upon expiration or termination of this grant. Grantee agrees that all materials prepared under this grant are "works for hire" within the meaning of copyright laws of the United States and assigns to Grantor all rights and interests Grantee may have in the materials it prepares under this grant, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable Grantor to protect its rights under this section. Grantor must provide written approval of Grantee's use of work product or materials for purposes outside the scope of this grant.

21. COMPLIANCE WITH PUBLIC RECORDS LAWS

The parties understand that records maintained under this grant may be subject to the provisions of North Dakota Century Code Chapter 44-04 relating to public records. Grantee further understands that any records or documents not considered to be public records under N.D.C.C. Chapter 44-04, including confidential records, shall not be disclosed without appropriate authorization. Grantor agrees not to disclose any information it may receive from grantee which grantee has identified as confidential and which grantor determines, in its sole discretion, is not subject to public disclosure under N.D.C.C. Chapter 44-04. The duties of the parties hereto to maintain confidentiality of information continues beyond the term of this grant, including any extensions or renewals.

22. DIRECT AND INDIRECT COSTS


The terms of this grant provide for an indirect rate. This rate is limited to the approved indirect rate. Grantee may claim such direct and indirect costs provided they are consistent with Federal OMB Circular A-122.

LUTHERAN SOCIAL SERVICES OF NORTH DAKOTA

Jessica Thomasson, CEO

Date

CITY OF FARGO, FARGO CASS PUBLIC HEALTH



Desi Fleming, Director of Public Health

1/9/2019

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

Grantee's Federal Taxpayer Identification Number 45-6002069

GRANTEE ASSURANCES

- A. In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following: Fair Labor Standards Act, the North Dakota Human Rights Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.
- C. By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transaction with State or Federal Government by any Department or Agency of the State or Federal Government.
- D. Grantee assures that:
 - 1) No federal funds from this agreement will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract; the making of any Federal grant, the making of any Federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any grant funds other than Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
 - 3) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall comply with these Grantee Assurances.



REQUEST FOR REIMBURSEMENT-DIRECT SERVICES
Lutheran Social Services of North Dakota
New American Services

Contract #

Vendor/Provider Name

Address

City

E-mail

State

Zip Code

Tel. #

Contract Period

From

To

10/1/2018

9/30/2019

Billing Period

From

To

Expenditure Classification	Column A Total Expenditures Previously Claimed	Column B Expenditures Claimed This Billing Period	Column C Cumulative Expenditures to Date Columns A & B (automatically filled)	Column D (Enter Total Contract Award (form your proposal)	Column E Current Contract Balance (automatically filled)
Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultation Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Administration/Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other (List Separately)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total Request for Reimbursement for this billing period

\$0.00

Current Contract Balance

\$0.00

PROVIDER CERTIFICATION

I herby certify that this request accurately reflects expenditures for services rendered in accordance with an agreement between the vendor/provider organization or agency indentified and the Lutheran Social Services of North Dakota, and that such compliance is documented for audit purposes.

Provider Signature

Provider Telephone #

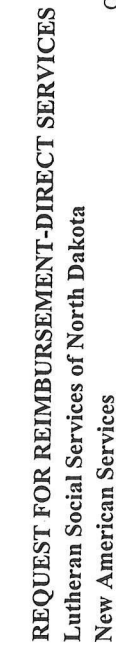
Date

For LSS/ND Official Use Only

DEPARTMENT APPROVAL

Program Director/State Refugee Coordinator

Date



REQUEST FOR REIMBURSEMENT-DIRECT SERVICES
Lutheran Social Services of North Dakota
New American Services

Contract #

Vendor/Provider Name

Address

City

State:

Zip Code

E-mail

Tel #

Contract Period

To

1

E

Expenditure Classification	Column A Total Expenditures Previously Claimed	Column B Expenditures Claimed This Billing Period	Column C Cumulative Expenditures to Date Columns A & B (automatically filled)	Column D Total Contract Award (Enter form your proposal)	Column E Current Contract Balance (automatically filled)
Personnel			\$0.00		\$0.00
Fringe Benefits			\$0.00		\$0.00
Travel			\$0.00		\$0.00
Equipment			\$0.00		\$0.00
Supplies			\$0.00		\$0.00
Training			\$0.00		\$0.00
Consultation Services			\$0.00		\$0.00
Administration/Indirect Costs			\$0.00		\$0.00
Other (List Separately)			\$0.00		\$0.00
Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Request for Reimbursement for this billing period			\$0.00	Current Contract Balance	\$0.00

Additional lines for other expenditures not listed above

**Totals are automatically
calculated for you.**

This is the amount or reimbursement you are requesting


Enter the amount for
current report

This is your current contract balance before reimbursement for current report.

8

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 9, 2019

**RE: CONTRACT WITH THE US FOOD AND DRUG ADMINISTRATION
FOR STAFF TRAINING
CONTRACT NO. G-T-1810-06883, \$3,000**

The attached grant agreement with the US Food and Drug Administration is to address training regulatory staff in Fargo Cass Public Health's Environmental Department as a part of the Retail Standards Grant Program.

The following budget adjustments need to be made:

Revenue

FDA Retail Standards	101-0000-331-12-54	\$ 3,000
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Expense

Out state travel	101-6050-451-57-60	\$ 2,130
Seminar/Conf Outstate	101-6050-451-59-21	\$ 870

Please call me if you have any questions regarding this contract.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health.

DF/lls
Enclosure

VOLUNTARY NATIONAL RETAIL FOOD
REGULATORY PROGRAM STANDARDS
(RETAIL STANDARDS) GRANT PROGRAM



December 3, 2018

Grant Number: G-T-1810-06883

Project Title: Fargo Cass Public Health - Standard 2 Training Regulatory Staff

Award Value: \$3,000.00

Project Period: January 1, 2019 to November 1, 2019

Laura Baum
Environmental Health Practitioner
Fargo Cass Public Health
1240 25th St. S.
Fargo, North Dakota 58103

Dear Laura Baum:

We have approved your application for Fargo Cass Public Health - Standard 2 Training Regulatory Staff as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Fargo Cass Public Health to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by November 1, 2019 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at <http://afdo.org/retailstandards>. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.
- Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.
- A Final Project Report must be submitted through the online grants portal no more than 45 days after November 1, 2019. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.
- As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnrfrps.

The amount of \$3,000.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



Steven Mandernach
Executive Director
Association of Food and Drug Officials
155 W. Market St.
3rd Floor
York, PA 17401

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:

<http://afdo.org/retailstandards/fdaregionalcontacts>

cc: Gerald Berg (gerald.berg@fda.hhs.gov)
Daniel Lukash (daniel.lukash@fda.hhs.gov)



9

Fargo Inspections

225 Fourth Street North

Fargo, ND 58102

Office: 701-241-1561 | Fax: 701-476-6779

Email: inspections@Fargond.gov

www.FargoND.gov

Memorandum

TO: Mayor Mahoney, Board of City Commissioners and City Attorney
FROM: Bruce Taralson, Inspections Director
SUBJECT: Flood Policy
DATE: January 10, 2019

During a recent Community Assistance Visit by the Federal Emergency Management Agency (FEMA), it came to our attention that its policy on cumulative substantial improvements was not reflected in our current Flood Plain Management Ordinance, Article 21-06. This policy directly affects the City's Community Rating System (CRS) rating, an incentive program to lower insurance premium costs for the citizens of Fargo. In an effort to keep the same or obtain a better rating, we are requesting the language in the City's Flood Management Ordinance include FEMA's policy on cumulative substantial improvements.

If you have any questions, please call me at 476-4147.

Recommended Motion:

Direct the City Attorney's office to amend Article 21-06 of the Fargo Municipal Code to include FEMA's policy on cumulative substantial improvements.

Thank you for your consideration of this request.

MEMORANDUM

(10)

Date: January 10, 2019
To: City Commission
From: Nicole Crutchfield, Planning Director *nc*
RE: 2019 Social Service Fund Recommendation

Program Overview:

Since at least 1987, the City Commission has budgeted up to approximately \$300,000 annually to support non-profit and community development work related to social service needs in Fargo as part of the Mayor's Social Service Funds. For 2019, the City Commission approved the budget of \$241,000 (same as last year).

Annually the Community Development Committee solicits applications for programs and operations in alignment with the City's Community Development and HUD goals related to Housing, Homelessness, Poverty Reduction and Neighborhood Development. We schedule this application process in tandem with Giving Hearts Day so that organizations who participate in Giving Hearts Day can potentially expand their impact.

2019 Review and Request:

This year, there were 41 applicants, with a total request amount of \$1,156,751.00.

Attached you will find a summary tables of the requests with recommendations approved for funding. A subcommittee of the Community Development Committee reviewed the total application pool and provided these recommendations to the Community Development Committee. The Community Development Committee unanimously supported this recommendation on December 20, 2018.

This year the subcommittee and staff discussed these points and observations:

1. Budgets were thoughtfully reviewed and the relationship of amount requested to overall organization budget was analyzed as part of the competitive review.
2. This program is highly competitive and becoming more competitive annually.
3. The committee assessed that some of the organizations have "graduated" from the inception and purpose of the Social Service fund goals.
4. As community needs continue to grow, the CD Committee suggests that our 2019 work plan includes seeking more permanent funding streams for the organizations who serve as the community's primary social service infrastructure.

Based on the dynamic conversation, growing needs, and shifting demographics, it is suggested that the subcommittee stays engaged over the next six months to discuss and recommend future changes to this program and strategic community development goals. We plan to provide an update to the overall program progress in June 2019.

Recommended Action: Recommend approval of the allocation for 2019 Social Service funds.

2019 APPLICATIONS - SOCIAL SERVICE FUNDS AND RECOMMENDATIONS- FUNDED

Organization & Type of Request Project Description		Request Info			Goals Addressed			
		Amount of Request	Last year's Award	2019 Recomm (Subcommittee)	Housing & Homelessness	Poverty Reduction	Neighborhoods Administration/ Operations	
FUNDED PROGRAMS								
Afro American Development Association	Support self-sufficiency training, transportation, financial management, and job retention	\$10,000	\$5,000	\$5,000		x		
Churches United for the Homeless	Provide overflow sheltering	\$30,000	\$0	\$20,000	x			
Cultural Diversity Resources	Provide job development, housing and self-sufficiency assistance, diversity training, interpreter services, community development with education and services to empower youth and families.	\$15,000	\$10,000	\$5,000	x	x		x
Emergency Food Pantry	Support distribution of food baskets to those in need in our community to assist over 6,400 households.	\$10,000	\$7,500	\$10,000				x
Fargo-Moorhead Coalition for Homeless Persons	Provide Landlord Risk Mitigation Fund and the Coordinated Assessment, Referral, and Evaluation System (CARES), and grow new and existing research initiatives.	\$25,000	\$25,000	\$25,000	x			
Fraser	Support Transition Age Youth and their families through Stepping Stones Resource Center (SSRC) and the Extended Hours offered during winter months.	\$50,000	\$0	\$25,000	x	x		
Handi-Wheels	Provide a part-time dispatcher	\$20,000	\$5,000	\$5,000				x
Immigrant Development Center	Contribute to IDC's sustainability and capacity building as it grows and serves more immigrants, refugees, and new Americans in the FM area.	\$25,000	\$5,000	\$5,000				x
Jeremiah Program	Provide support for single-mother families in Fargo, including safe, affordable housing; quality, early childhood and career-track college education; life skills and empowerment training; and a supportive community.	\$10,000	\$0	\$10,000	x	x		
New American Consortium	Support programs and activities and deliver basic services to area refugees and immigrants.	\$10,000	\$5,000	\$5,000	x	x		
Presentation Partners in Housing	Provide a full continuum of support services to mitigate homelessness, including rental financial assistance and Housing Navigation services through intensive case management.	\$25,000	\$5,000	\$25,000	x	x	x	
Somali Community Development of ND	To maintain peace and conflict resolution within the New Americans and the Police.	\$20,414	\$5,000	\$5,000				x
South Sudan Lutheran Church	Provide stipend for two organizers	\$20,600	\$0	\$5,000		x		
Valley Senior Services	Provide Meals on Wheels Service	\$20,000	\$20,000	\$20,000		x		
Total by Line		\$291,014	\$92,500	\$170,000				

2019 APPLICATIONS - SOCIAL SERVICE FUNDS AND RECOMMENDATIONS - NOT FUNDED

Organization & Type of Request Project Description		Request Info			Goals Addressed			
		Amount of Request	Last year's Award	2019 Recomm (Subcommittee)	Housing & Homelessness	Poverty Reduction	Neighborhoods Administration/Operations	
NON-FUNDED PROGRAMS								
African Intiative Program and Development	Open a Pride of Africa Store in the International Market	\$20,000	\$0	\$0		x		
Boys & Girls Club of the Red River Valley	Provide Scholarship Program for those parents/guardians in need of financial assistance.	\$15,000	\$5,000	\$0		x	x	
Centre, Inc.	Support emergency shelter, food, and service referrals for women experiencing homelessness in Fargo area.	\$213,500	\$0	\$0	x			
CHARISM	Support educational, character and social skill programs for youth; connecting individuals with language classes; life skill workshop; and access to basic needs and resources.	\$25,000	\$10,000	\$0		x		x
Chisom Housing Group	Provide a Resident Service Coordinator.	\$25,000	\$0	\$0	x	x		
Community Uplift Program	Onboard a healthcare practitioner within our clinic and fund clinic operations and our Transgender Cultural Training services.	\$5,000	\$0	\$0				x
Creative Plains Foundation	Support Art Club, an outreach program to inspire students' creativity and challenge their understanding of art.	\$15,000	\$0	\$0				x
Dakota Boys and Girls Ranch Foundation	Renovate seven bathrooms for a program serving youth transitioning out of residential treatment to independent living.	\$59,000	\$0	\$0	x			
Family HealthCare Center	Provide emergent and other dental healthcare treatments, including access to denture care, to residents of Fargo who are homeless, uninsured, under-insured, or publicly insured.	\$25,000	\$10,000	\$0		x		
Global Youth United	Provide programs for low income youth, mostly New Americans, to participate in competitive activities.	\$15,000	\$1,000	\$0		x		
Golden Ridge Community Center Organization Startup	Fund an Executive Director and Custodian, supplies, and equipment to establish a new stand-alone non-profit that will serve the diverse neighborhood.	\$50,000	\$0	\$0			x	
Great Plains Food Bank	Expand freezer capacity at our Fargo distribution warehouse.	\$100,000	\$0	\$0		x		
High Plains Fair Housing	Support programs to stop housing discrimination and enforce the federal fair housing act in Fargo.	\$10,000	\$0	\$0				x
Immigrant Development Center	Develop a microlending program to support immigrants and refugees who start businesses.	\$25,000		\$0	x	x		
Lake Agassiz Habitat for Humanity	Provide more equipment necessary to build multiple homes at one time and serve more families.	\$25,000	\$0	\$0	x	x	x	
Northern Plains Botanic Garden Society	Provide an Edible Forest consisting of fruit - bearing trees, shrubs and pollinator-loving perennial plants.	\$22,375	\$0	\$0			x	
PATH	Support PATH's IL Program for youth "aging out" of foster care to assist them in attaining housing and overall wellbeing and personal success.	\$15,000	\$0	\$0	x			x
Southeastern North Dakota Community Action	Support households experiencing homelessness with costs of moving into housing; provide deposits, rental assistance, and utility fee payment assistance.	\$10,000	\$0	\$0	x			
Tudeako Group Org	Fund equipment and transportation.	\$5,480	\$0	\$0				x
United Way of Cass Clay	Coordinate to enhance MAT bus access in industrial areas and for new Americans and low-income individuals; provide driver education training services; and use ride-share to improve access to employment.	\$15,000	\$10,000	\$0		x		
Total by Line		\$695,355	\$36,000	\$0				

2019 APPLICATIONS - SOCIAL SERVICE FUNDS AND RECOMMENDATIONS _ FUTURE DISCUSSIONS

Organization & Type of Request	Project Description	Request Info			Goals Addressed			
		Amount of Request	Last year's Award	2019 Recomm (Subcommittee)	Housing & Homelessness	Poverty Reduction	Neighborhoods	Administration/O perations
SUSTAINING OR OTHER METHODS (GRADUATED) PROGRAMS								
Firstlink	Support operating costs to maintain 24-hour service to support those in need, and to help keep them independent in the community.	\$10,000	\$5,000	\$0		x		
Rape and Abuse Crisis Center	Provide crisis and ongoing services for victims of domestic/dating violence, elder abuse, sexual assault, human trafficking/sexual exploitation, and child sexual abuse at no cost to the victim.	\$50,000	\$15,000	\$0	x	x		x
Red River Human Services Foundation	Support educational and social activities for people with intellectual disabilities.	\$15,000	\$7,500	\$0		x		
YWCA Cass Clay-YWCA Emergency Shelter	Assist with the operations of the emergency shelter and supportive services for women and children facing homelessness in our community.	\$20,382	\$15,000	\$0	x	x		x
Total by Line		\$95,382	\$42,500	\$0				



FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

January 2, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of Community Funds

Dear Commissioners:

Recently a citizen purchased a car at Corwin. As a part of that purchase, the citizen wanted to donate \$500 to the Fargo Police Department Canine Unit and would do so if Corwin matched the donation. The citizen and Corwin agreed on this deal and contacted us to accept the donation.

The Canine Officers conduct various outreach events throughout the year, to include: many demonstrations to the public upon request, presentations to all 5th grade Fargo Public School students through the "Smart Choice, Bright Futures" program, and other community events. These events all have the goal of building trust between the community and law enforcement, opening lines of communication, and strengthening the community.

The donation funds will be used to compliment the Police Department's Canine budget by adding funds to the account used for veterinary services.

Recommended Motion:

Acceptance of the Corwin donation of \$1,000.00 to the Fargo Police Department Canine Unit. Adjust the Police Department 2019 budget 101-5026-411-38-99 by \$1,00.00.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David Todd
Chief of Police

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

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

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

NON EMERGENCY
Phone: 701-235-4493

CHECK
CONTROL NO.

524839

ISSUED BY: AMBER_TAYLOR

CORWIN BROTHERS
FARGO, ND 58103

PAGE 1C

INVOICE STOCK NO.	INVOICE DATE	PURCHASE ORDER NO.	COMMENT/V.I.N.	AMOUNT	DISCOUNT/ ACCOUNT NO.	NET AMOUNT
	121418		DONATION: JON HENRY CATTLE CO HTRMOSA SD			1,000.00
				524839	20200	-1,000.00
				77338612	22100	500.00
				18DONATION	27400	500.00
				TOTAL	20200	1,000.00

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.

Corwin BrothersCorwin Collision Center • Corwin Public Wholesale
201 40th St S Fargo, ND 58103
Phone: (701) 282-7000
www.corwinauto.com**Bell**
State Bank & Trust

524839

524839

77-1052
913

DATE
14DEC18

PAY THIS AMOUNT			
*****1,000	DOLLARS	00	CENTS

AMOUNT OF CHECK
*****1,000.00

CORWIN BROTHERS

TO
THE
ORDER
OFFARGO POLICE DEPARTMENT
CANINE UNIT

BY

BY

AUTHORIZED SIGNATURE

524839 771052 600126940

December 27, 2018

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

RE: RFP for Mechanical High Dump Sweeper RFP19006

Commissioners:

On December 26, 2018, proposals were received for one (1) Mechanical High Dump Street Sweeper. Seven proposal was submitted by five vendors.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Swanston Equipment	\$212,300.00
Swanston Equipment	\$162,700.00
Titan Machinery	\$257,077.00
Flexible Pipe Tool Co.	\$273,500.00
Northern Truck Equip Corp	\$210,516.00
Sanitation Products	\$207,739.00
Sanitation Products	\$274,195.00

The review committee, consisting of Ben Dow, Corey Houim, and Tanner Smedshammer, determined six proposals met the required specifications. Our recommendation is to purchase based on meeting all specifications proposed from Northern Truck Equipment Corp. Funding for this project is included in the 2019 Street Department Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) High Dump Sweeper from Northern Truck Equipment Corp. for the amount of \$210,516.00.

Respectfully Submitted,



Tanner Smedshammer
Fleet Management Specialist

Request for Proposals (RFP)
High Dump Sweeper (RFP19006)
12/26/18

Proposal Evaluation Summary

	Swanston Equip	Swanston Equip	Sanitation Products	Sanitation Products	Northern Truck	Titan Machinery	Flexible Pipe Co.
Body Manf Model	Global M4 HSD	Global M3	Elgin Pelican	Elgin Broom Bear	Curbtender Warrior	Schwarze Avalanche M6	Johnson ES351
Package	\$268,100.00	\$218,500.00	\$196,529.00	\$264,615.00	\$266,766.00	\$251,777.00	\$268,500.00
TRADE:	-\$60,000.00	-\$60,000.00	-\$15,000.00	-\$15,000.00	-\$60,000.00	-\$22,000.00	\$ -
Total	\$208,100	\$158,500	\$181,529	\$249,615	\$206,766	\$229,777	\$268,500
High dump curb/front Accept/Decline Trade	Yes Accept	No Accept	Yes Decline	Yes Decline	Yes Accept	Yes Decline	Yes Decline
Price with Options	\$212,300.00	\$162,700.00	\$207,739.00	\$274,195.00	\$210,516.00	\$257,077.00	\$273,500.00
Est. Delivery	60-90	60-90	120	120	90-120	30-60	150
Autolube	\$ 4,200.00	\$ 4,200.00	\$ 7,220.00	\$ 4,620.00	\$3,750.00	\$ 5,300.00	\$ 5,000.00
Lifeline	1 yr	1 yr	\$ 3,990.00	\$ 4,960.00	2 yr	2 yr	2 yr/2000 hr
Warranty			1 yr	1 yr			
Cab-Over Option Add					\$ 13,039.00	\$ 13,523.00	



January 14, 2019

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

Commissioners:

The current Residential Curbside Brush Chipping Program, operated May through October, remains a positive alternative for property owners to conveniently dispose of their branches and pruning debris. Residents also have the option of hauling their brush to the landfill, year round, for disposal free of charge.

As daily collection routes have grown over time, forestry is challenged to complete the route and fulfill resident expectations. Other priority forestry responsibilities include Land Development Code street tree enforcement, pruning, planting and related follow up, removals, Emerald Ash Borer preparation, and Dutch Elm Disease management. These responsibilities are becoming negatively affected due to the staffing and equipment needs of the chipping program.

To continue providing a valuable chipping service to residents and better manage the associated costs, and maintain priority forestry responsibilities, the recommendation is to go to an every other week brush collection (same as recycling schedule) beginning May 1, 2019.

This was presented, and unanimously supported, at the December 13, 2018 Utility Committee meeting.

Recommendation:

Beginning in 2019, move to approve the May-October Residential Curbside Brush Chipping Program follow the 2-week recycling schedule.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

Commission 2019 residential chipping.doc

REPORT OF ACTION
UTILITY COMMITTEE

Project No. N/A

Type: Proposed change to Curbside Brush chipping Program

Location: Residential Program

Date of Hearing: 12/13/2018

Routing

City Commission

Project File

Date

01-14-2019

Ben Dow, Director of Operations, presented the attached memo, prepared by the City Forester (Scott Liudahl), for a proposed changes to the residential curbside brush-chipping program for 2019.

The intent of the change would be to manage the growth of the collection routes while continuing to provide the curbside brush-chipping service to residents at the same utility rate.

Due to the growth of the daily collection routes over time, forestry resources are no longer able to complete the route and fulfill resident expectations. In order to mitigate the issue without an additional rate increase to the residential customers, staff has proposed that collection routes change to a bimonthly pickup rather than weekly.

To better manage the program and expenses, beginning in 2019 the recommendation is to go to an every other week collection (same as recycling schedule).

MOTION:

On a motion by Bruce Grubb, seconded by Thomas Knakmuhs, the Utility Committee voted to approve the advancement of the every other week collection (same as recycling schedule) in place of the weekly schedule.

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

ATTEST:



Ben Dow
Director of Operations, Public Works

Date: 12/13/18
To: Utility Committee
From: Scott Liudahl, City Forester
RE: Proposed change to Residential Curbside Brush Chipping Program

Started in the early 90's, the Residential Curbside Brush Chipping Program was a way for property owners to conveniently dispose of their branches and pruning debris. It was also promoted as a better alternative to simply landfilling. Residents just had to call in, and have collection scheduled.

In the late 90's, the call in portion was dropped due to the popularity of the program and the excessive volume of calls that office staff was handling. It went to a weekly collection, May – October, whether there were branches to collect or not, following the same route as trash collection. It remains this way today.

For 2018:

- Total cost for this program was approximately \$174,000; \$1348/day (129 chipping days)
- 867 tons of woodchips were generated
- 32,407 stops were made - average cost of \$5.38/stop
- Drove over 13,000 centerline miles
- Average 387 stops on Monday; 376 on Tuesday

The daily collection routes have grown over time. This challenges forestry resources to complete the route and fulfill resident expectations. Other priority forestry responsibilities include Land Development Code street tree enforcement, pruning, planting and related follow up, removals, Emerald Ash Borer preparation, and Dutch Elm Disease management. These are also affected due to the staffing and equipment needs of the chipping program.

To better manage the program and expenses, and still provide a valuable service to residents, beginning in 2019 the recommendation is to go to an every other week collection (same as recycling schedule).

Justification:

- Route A and B – approximately 50.4% and 49.6% of the full days, respectively.
- Estimated savings: up to \$86,000 over the 6-month period.

Recommendation:

Beginning in 2019, move to approve the May-October Residential Curbside Brush Chipping Program follow the 2-week recycling schedule.

utility committee meeting 12-6-18 – chipping program.doc



PUBLIC WORKS OPERATIONS

14

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

January 8, 2019

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Winter Sidewalk Closure Request

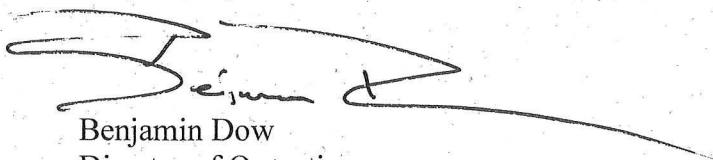
Commissioners:

Enclosed please find a winter sidewalk closure request from the 4200 block of 50th Avenue S. property owners. The sidewalk in question is located at the rear of their properties, adjacent to 49th Avenue S, making it difficult to perform adequate snow removal. Access to the sidewalk is also restricted due to a solid privacy fence that the developer installed when the Woodhaven Development was constructed.

Previously, the Park District had performed the sidewalk snow removal on the south side of 49th Avenue S. Due to changes in their maintenance operations; they have discontinued the service placing the responsibility back on the adjacent property owners.

RECOMMENDED MOTION: I/we hereby move to authorize the winter closure of the rear yard sidewalks located on the southern side of the 4200 block of 49th Avenue S.

Respectfully submitted,



Benjamin Dow
Director of Operations

Mr. Ben Dow
Director of Public Works
City of Fargo
RE: Sidewalk Closure (4200 block of 49th Ave South)

January 6, 2019

Mr. Dow,

I am writing you on behalf of seven home owners within the Woodhaven Neighborhood in south Fargo regarding our double facing lots and snow removal, we all live on 50th Avenue in the 4200 block. Recently it came to all of our attention it is our responsibility to remove the snow on the sidewalk behind our homes. One problem we face is the developer of Woodhaven installed a fence on our properties before any of us purchased our lots and this fence prevents us from getting to the sidewalk on 49th Avenue. Most of us must walk around the block in-order to clear the snow from the sidewalk on 49th Avenue. Another issue we sometimes face is as the city clears 49th Avenue; snow gets pushed back onto this sidewalk area because of the proximity to the roadway.

We would like you to consider closing the sidewalk on the south side of 49th Avenue, behind our homes, during the winter months because of these issues. Having walking paths and sidewalks open and cleared of snow and ice is important to individual health and those who walk their dogs in our neighborhood. Having this in-mind there is another option for individuals utilizing sidewalks. On the north side of 49th Avenue in the same block there is a six-foot-wide sidewalk which is maintained by homeowners. This same sidewalk is part of the park district path which they also keep cleared of snow and ice all winter long. Individuals would be able to use this sidewalk instead of ours if it is closed for the winter.

I have attached a screen shot from the City of Fargo GIS to give you a visual depiction. All home owners are supportive of this and have signed this letter. The only people who were unable to sign the letter are Mr. and Mrs. Robert Horne, they are in the Phoenix area for the winter. I have consulted them on this issue over the phone, and they are supportive of this action.

Thank you for your consideration,

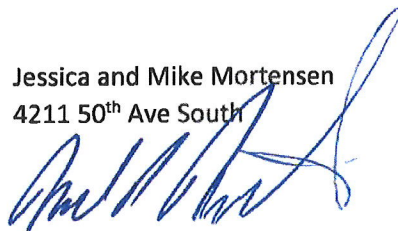
Larry and Tammy Ressler
4203 50th Ave South



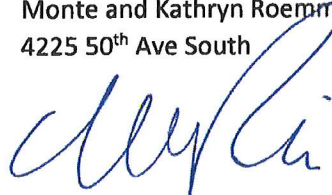
Tracy and Carol Dietrich
4219 50th Ave South



Jessica and Mike Mortensen
4211 50th Ave South



Monte and Kathryn Roemmich
4225 50th Ave South



*They Support This
Via Phone Call*

Robert and Deanne Horne
4233 50th Ave South

Jason and Shawn Nelson

Jason and Shawn Nelson
4241 50th Ave South

Ryan and Jill Pfau
4247 50th Ave South

RJ Pfau



Woodhaven Neighborhood, Red circled is of the area we are referencing.



Green indicates Park District Property, which they maintain, according to the City of Fargo GIS mapping. The only sidewalk they do not maintain in this area is the one directly behind our properties. Individuals will still be able to use the many other sidewalks in our area if this one is shut down for this winter and future winters.



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

15

January 14, 2019

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

Dear Commissioners:

On October 22, 2018 staff requested permission to work with Jefferson Lines on their request to lease space at the Ground Transportation Center to improve the connection between interstate transit and our local transit system. The City Commission approved staff's request to continue working with Jefferson Lines on a lease agreement and bring back to commission for final approval.

Staff worked with Nancy Morris, Assistant City Attorney, to develop the attached lease agreement between Jefferson Lines and the City of Fargo. A summary of the lease terms are listed below:

Description	Cost / Month	Cost / Year
Lease for Office Space	\$800	\$9,600
Lease for Bus Stanchions	\$300	\$3,600
Employee Parking Spots (Underground @ \$90.00 each)	\$180	\$2,160
Common Area Maintenance (CAM)	\$220	\$2,640
Total	\$1,500	\$18,000

Requested motion: Approve attached lease agreement with Jefferson Lines.

Sincerely,

Matthew G. Peterson, Assistant Transit Director
City of Fargo

/attachments

- 091718 – Finance Committee Request
- 102218 – City Commission Request
- Jefferson Lines Lease Agreement

For Schedule Information: 701-232-7500



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

September 17, 2018

Finance Committee
200 N 3rd Street
Fargo, ND 58102

Dear Committee:

The City of Fargo Transit Department (MATBUS) received a request from Jefferson Lines to rent space at our Ground Transportation Center (GTC). Jefferson Lines is currently located in West Fargo, out by the fair grounds. Their current location does not have access to the MATBUS system. Both Jefferson and MATBUS staff feel it would better serve their passengers and ours to have access to both Jefferson Lines and the MATBUS System in the same building.

We are currently undergoing a transit facilities study for all transit locations, which makes this an ideal time to discuss a potential partnership. Jefferson would have no more than two vehicles at our facility at any one time and would employ their own staff to sell tickets and assist their passengers. They would also need to have their own office space in the GTC. Jefferson received a grant from NDDOT for \$125,000, or \$150,000 with their local match, which would be used to construct office space for them. Our consultant, KLJ, is working on incorporating them into our long-term design (attached idea). Jefferson would like to be located at the GTC sometime in the first quarter of 2019 (January – March timeframe).

Recommended motion is to approve staff to continue working with Jefferson Lines to finalize their leasing of GTC space, and once completed bring to Fargo City Commission for final approval.

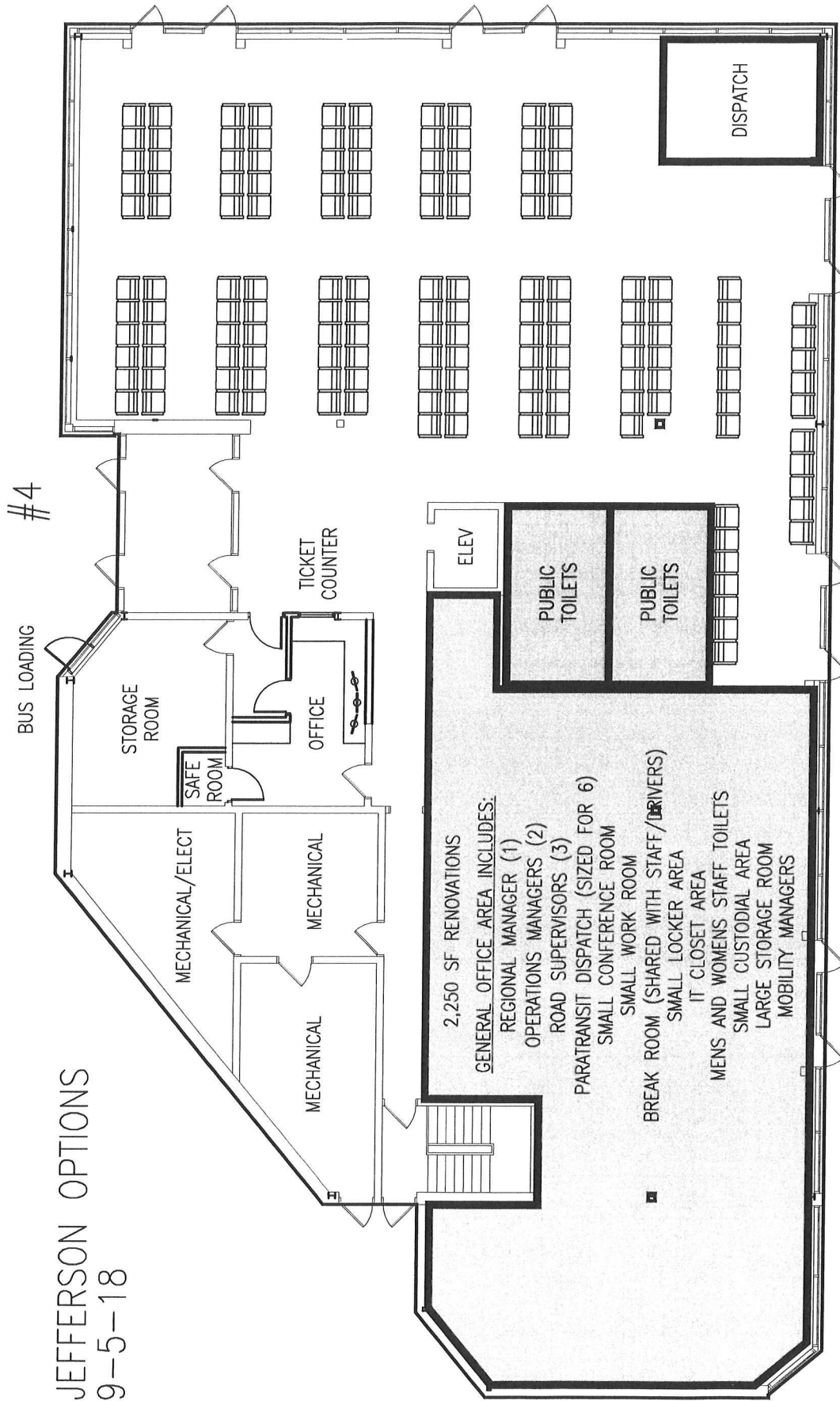
Sincerely,

A handwritten signature in black ink, appearing to read "Matthew G. Peterson", with a long, sweeping horizontal line extending to the right.

Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachment A
Attachment B

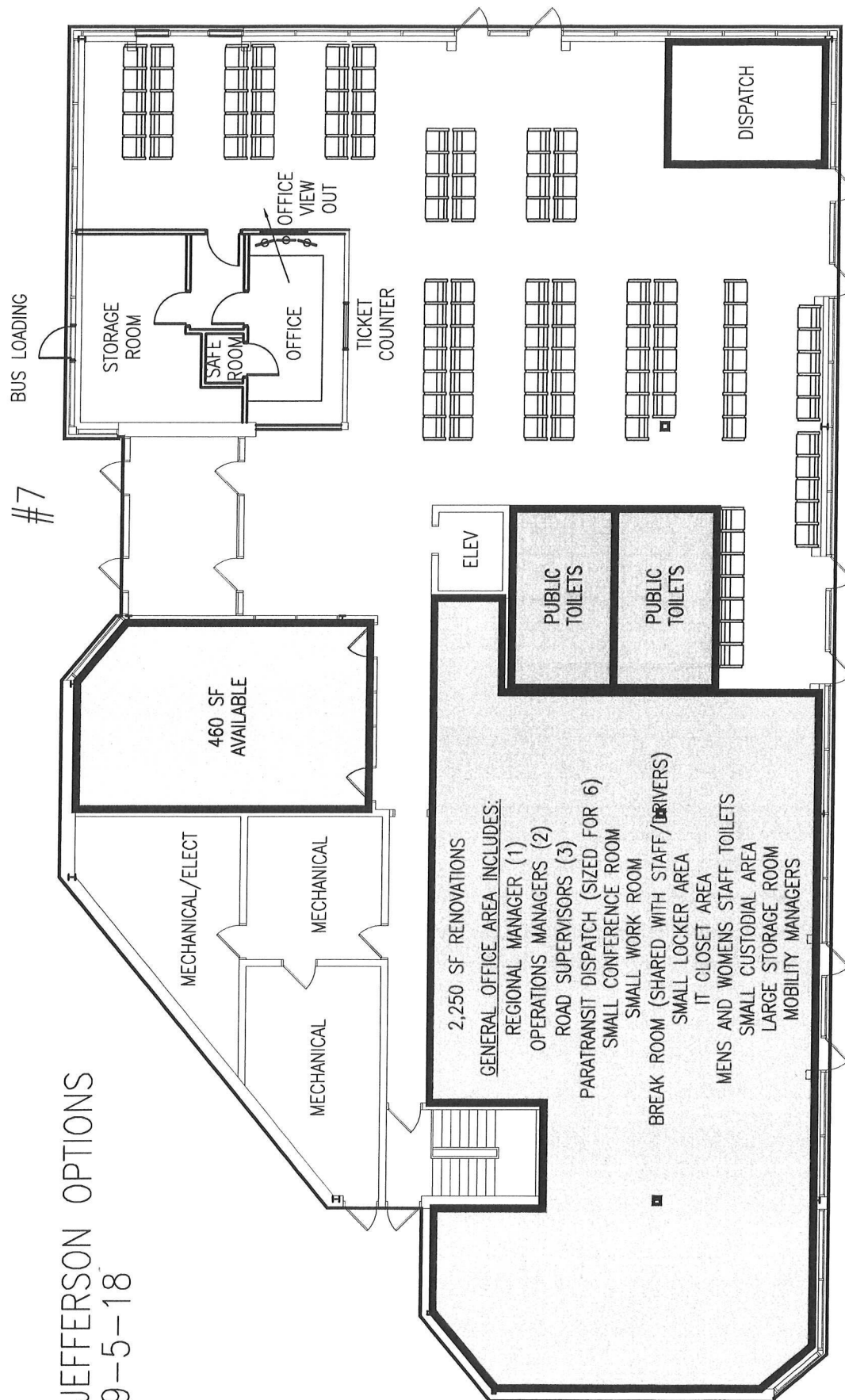
For Schedule Information: 701-232-7500



JEFFERSON OPTIONS 9-5-18

Attachment B

#7





Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

October 22, 2018

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

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) received a request from Jefferson Lines to rent space at our Ground Transportation Center (GTC). Jefferson Lines is currently located in West Fargo, out by the fair grounds. Their current location does not have access to the MATBUS system. It would better serve Jefferson and MATBUS passengers to have access to both the intercity and interstate transit systems in the same building.

We are currently undergoing a transit facilities study for all transit locations, which makes this an ideal time to discuss a potential partnership. Jefferson would have no more than two vehicles at our facility at any one time and would employ their own staff to sell tickets and assist their passengers. They would also need to have their own office space in the GTC. Jefferson received a grant from NDDOT for \$125,000, or \$150,000 with their local match, which would be used to construct office space for them. Our consultant, KLI, is working on incorporating them into our long-term design (attached idea). Jefferson would like to be located at the GTC sometime in the first quarter of 2019 (January – March timeframe).

This request was approved by City of Fargo Finance Committee on September 17, 2018.

Recommended motion is to approve staff to receive commercial appraisals for the space at GTC and being working on a draft lease agreement to submit to City Commission for final approval.

Sincerely,

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

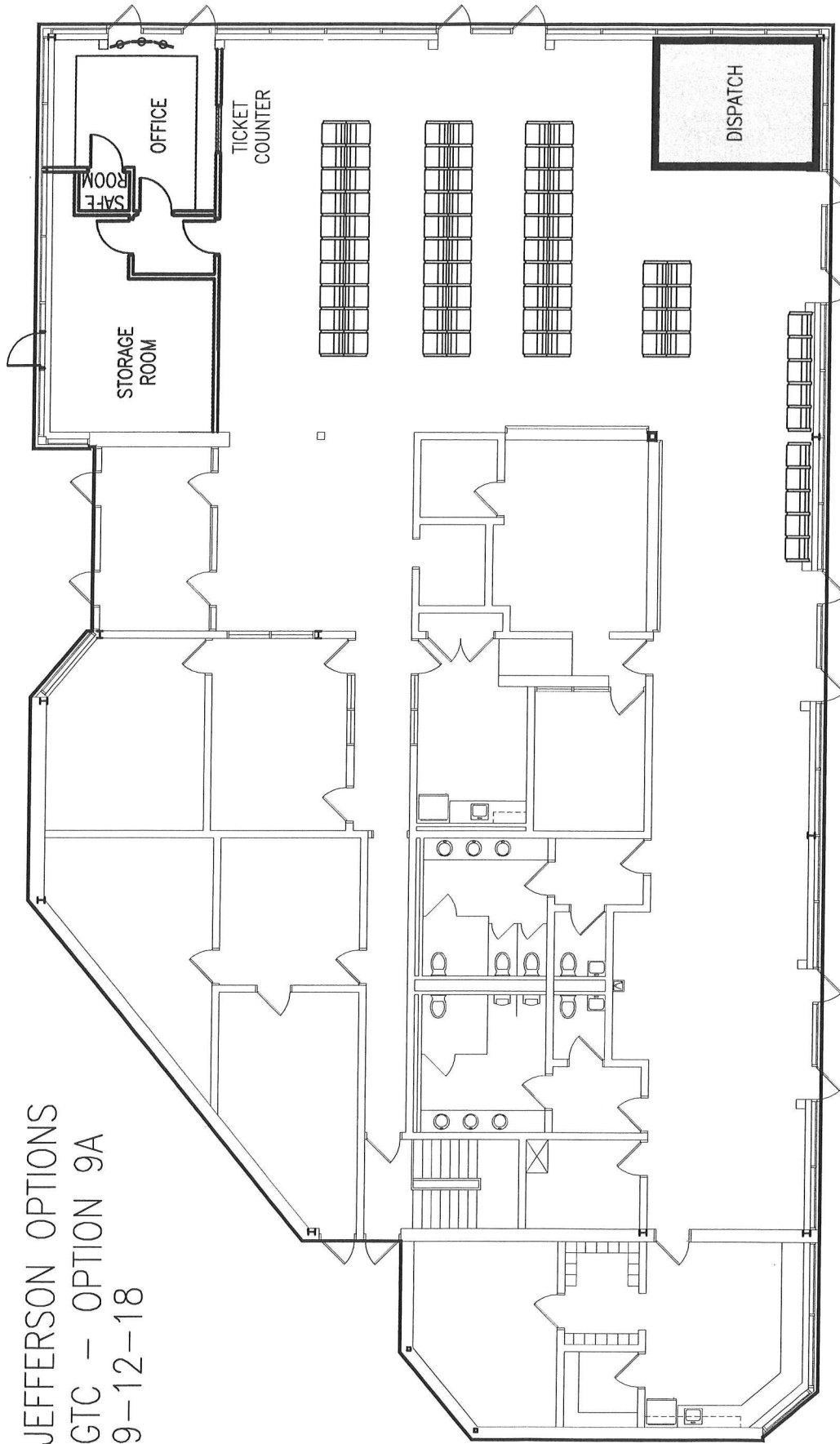
Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachment A

For Schedule Information: 701-232-7500

Attachment A

JEFFERSON OPTIONS
GTC - OPTION 9A
9-12-18



LEASE AGREEMENT
City of Fargo/Jefferson Lines

THIS AGREEMENT is made and entered into by and between the city of Fargo, a North Dakota municipal Corporation (hereinafter "Fargo" or "Lessor") and Jefferson Partners, L.P., a Delaware Limited Partnership with its principal offices at 2100 E. 26th Street, Minneapolis, MN 55404 (hereinafter "Jefferson Lines" or "Lessee").

RECITALS:

- A. Fargo is the owner of real property and a building located at 520 NP Avenue, Fargo, ND 58102 (the "facility"). Fargo desires to lease approximately 800 square feet on the ground floor of the building to Lessee for Lessee's exclusive use, as well as shared use of a Driver's Room, a designated bus space and employee parking (2 spaces). The square footage will hereinafter be referred to as the "subject property," "premises" or "demised premises."
- B. Lessee desires to lease the subject property for use as a transportation hub.
- C. Lessor desires to lease the space to Lessee for that use.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

1. Leased Premises.

Lessor does hereby lease unto Lessee the following premises to operate a Jefferson Lines ticket office, office area, baggage area, one non-exclusive bus loading area, and one non-exclusive space for an overnight bus located with the facilities:

Approximately 800 square feet of space on the ground floor of the building located at 520 NP Avenue, Fargo, ND 58103. In addition, Lessee's customers shall be permitted to utilize the waiting room and restrooms, identified as the "common area." Further, Lessee's drivers shall be granted access to the space designated as the "driver's room."

2. Use of Premises.

- 2.1 The premises shall be used and occupied as a transportation hub.
- 2.2 Lessee shall operate the leased premises for bus ticket sales and for the operation of an intermodal bus service, and for no other purpose unless expressly approved by Lessor in advance, in writing. Lessee shall not permit the use of the Demised Premises by any other person, agency, group or corporation without the express written consent of Lessor.

hundred dollars (\$200.00) for the first two (2) years of the Lease, and then increase thereafter by the same percentage as the base rent increase as provided for herein.

5.6 Fixed minimum rent, the monthly CAM payment, and all bus and vehicle parking charges shall be payable in advance on the first day of each month. The covenant of the Lessee to pay the base fixed minimum rent and the CAM payment are each independent of any other covenants, conditions, provisions or agreements contained in this Lease.

5.7 Base rent and CAM shall be adjusted at a rate of 3% per year.

6. Place of Payment.

Rent and CAM payments shall be paid to CITY OF FARGO at 225 4th Street North, Fargo, North Dakota 58102 or such other address as Lessor may require upon written notice to Lessee.

7. Care and Repair of the Demised Premises.

7.1 Lessor maintenance. Lessor, at its sole expense, shall make (a) all repairs to the structure, including the roof, of the Demised Premises (except those caused by the negligence of Lessee or by an intentional act of Lessee) and (b) all other repairs necessary to correct any latent defects for one year after the Commencement Date in the Demised Premises (other than defects connected with, or related to, any alterations made or performed by or on behalf of Lessee by persons other than Lessor or its contractors). However, Lessor shall not be required to make any repairs if Lessee is obligated to make them. Lessee shall promptly notify Lessor of the necessity of any repairs of which Lessee has knowledge and for which Lessor may be responsible under this section.

7.2 Lessor shall be responsible for maintenance of the exterior of the building and common area, including all electric wiring and plumbing serving the common area; provided, however, the cost of such maintenance and repairs shall be recovered as a Common Area Maintenance expense as described above.

7.3 Lessee maintenance. Lessee shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing, heating and air-conditioning facilities and the fixtures, equipment and appurtenances therein, unless otherwise stated. Lessee shall be responsible for the cost of all repairs to the Demised Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of Lessee or by an intentional act of Lessee shall be the responsibility of Lessee. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property, be repaired, restored, or replaced promptly by Lessee to the reasonable satisfaction of Lessor at Lessee's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

9. Hazardous Materials.

9.1 Lessee shall not permit leaking or discharge of fluids from Lessee's vehicles or storage containers, including fuels, oils, coolant or other liquids, and shall promptly clean any spills or leaks of any kind attributable to Lessee's operations. Lessee shall be solely responsible for the cost of cleanup of any spills or liquids caused to be released by Lessee, its employees or agents.

9.2 Lessee is solely responsible to report any spills of regulated materials, and must immediately provide Lessor copies of all reports and other documentation surrounding spills, and Lessee must cooperate with all applicable regulatory agencies, and comply with all directives.

10. Alterations, Installation, Fixtures.

10.1 Except as hereinafter provided, Lessee shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the Lessor. Any such approved alterations to the demised premises shall be made by, or under the control of, Lessor unless otherwise approved. Plans for the same must be submitted to Lessor for approval at least ten (10) days prior to the proposed date for starting these alterations. In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by Lessee (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), Lessee shall make such alterations at its own cost and expense after first obtaining Lessor's written approval of plans and specifications therefor and furnishing such indemnification as Lessor may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the demised premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default.

10.2 Lessee shall indemnify and hold harmless Lessor from any and all claims arising from Lessee's failure to comply with the requirements of the ADA as it may apply to Lessee's operations.

therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the Lessor may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Lessor to do any such work which, under any provision of this Lease, the Lessee may be required to perform and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default in failing to perform the same. The Lessor may, during the progress of any work in the demised premises, keep and store upon the demised premises the necessary materials, tools and equipment. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Lessee by reason of making repairs or the performance of any work in the demised premises or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof and the obligations of the Lessee under this Lease shall not thereby be affected in any manner whatsoever.

15. Total or Partial Destruction.

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, then Lessor shall have the option of either repairing such damage or terminating the Lease, in Lessor's sole discretion, effective immediately upon written notice to Lessee.

16. Eminent Domain.

In the event of any eminent domain or condemnation proceeding or private sale in lieu thereof in respect to the premises during this Lease, then this Lease may be terminated by either Lessor or Lessee, effective immediately upon 90 days' written notice to the other party.

17. Public Liability Insurance.

17.1 Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance or equivalent casualty coverage with North Dakota State Fire and Tornado Fund insuring the building against loss or damage by fire, explosion or other insurable hazards and contingencies for the full replacement value, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the demised premises or any additional improvements which Lessee may construct or install on the demised premises.

17.2 Lessee shall, during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the demised premises and the business of Lessee, on terms and with companies approved in writing by Lessor, in which both Lessee and Lessor shall be covered by being named as insured parties under a general commercial liability policy with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessor prior to cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

or about the premises, and not furnished on order of Lessor, which may be secured by any mechanic's, materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provided that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

20. Non-Liability of Lessor.

Subject to the terms and conditions stated herein, to the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any damage to property of Lessee or of others located on the premises, nor for the loss or damage to any property of Lessee or of others by theft or otherwise; nor shall Lessor be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the demised premises. All property of Lessee kept or stored on the demised premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance. This waiver shall not apply to any such loss resulting from (a) Lessor's failure to make a reasonable effort to repair a defect Lessor is obligated to repair under this Lease, within a reasonable time after Lessor receives notice from Lessee of any defect which creates a substantial likelihood of damages to the Premises or persons or property located therein; (b) intentional misconduct or gross negligence of Lessor; (c) loss or damage arising out of Lessor's negligence in making alterations or repairs to the Premises; or (d) claims brought by third parties other than subsidiaries or affiliates of Lessee.

21. Waiver of Subrogation.

The Lessor and Lessee mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with the property on or activities conducted on the leased property regardless of the cause of damage or loss, unless such release or discharge voids insurance coverage or causes a loss or decrease in insurance coverage.

persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

24.3 Should Lessor elect to re-enter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each subletting all rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Lessor may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

24.4 Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Lessee herein and the amount so spent, and costs incurred, including attorneys fees in curing such default, shall be paid by Lessee, as additional rent, upon demand.

24.5 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs

28. Event of Sale.

In the event of the sale of the demised premises, Lessor shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Lessor herein. Notwithstanding the foregoing provisions of this section, Lessor, in the event of a sale of the demised premises, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the demised premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein, unless otherwise terminated in accordance with the terms herein.

29. Surrender.

On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Lessee shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by Lessee, Lessor and Lessee shall identify and designate such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by Lessor shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the demised premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the demised premises.

30. Abandonment.

In the event Lessee shall remove its fixtures, equipment or machinery or shall vacate the demised premises or any part thereof prior to the expiration date of this Lease, or shall discontinue or suspend the operation of its business conducted on the demised premises for a period of more than 30 consecutive days (except during any time when the demised premises may be rendered unleaseable by reason of fire or other casualty), then in any such event Lessee shall be deemed to have abandoned the demised premises and Lessee shall be in default under the terms of this Lease.

32. Mechanics' Liens.

32.1 Lessee will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Lessee) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of Lessor in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, Lessee shall within 10 days after demand from Lessor, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event Lessor shall be entitled if Lessor so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith shall constitute additional rent payable by Lessee under the Lease and shall be paid by Lessee to Lessor on demand. Nothing herein contained shall obligate Lessor to pay or discharge any lien created by Lessee.

32.2 Lessee shall pay promptly all persons furnishing labor and materials with respect to any work performed by Lessee or Lessee's contractor in the premises. No work which Lessor permits Lessee to do shall be deemed to be for the immediate use and benefit of Lessor, so that no mechanic's or other liens should be allowed against the estate of Lessor by reason of any consent given by Lessor to Lessee to improve the premises.

32.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, Lessee shall deliver to the Lessor a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against Lessor's interest in the property or any portion thereof.

32.4 The provisions of this section shall apply with respect to Lessee's work or any other work performed on the premises at any time during the term hereof.

33. Garbage and Rubbish Removal

Lessor shall be responsible for the removal of all garbage and rubbish generated from demised premises by the Lessee and/or Lessee's customers and clients. Lessor will promptly remove all garbage and rubbish from the subject premises and will not store any of the same on the premises except for such temporary storage in dumpsters to facilitate weekly or other reasonable periodic removal.

37. No Agency Relationship.

The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties being that of Lessor and Lessee.

38. Governmental Regulations.

Lessee shall at Lessee's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

39. Waiver.

The waiver by the Lessor of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing by Lessor.

40. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse Lessee from the prompt payment of rent, additional rent or any other payments required by this Lease.

41. Entire Agreement.

This Lease and the schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the demised premises and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

Dated this ____ day of _____, 2019.

LESSOR: City of Fargo, a North Dakota municipal corporation

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

Attest:

Steve Sprague, City Auditor

Dated this ____ day of _____, 2019.

LESSEE: Jefferson Partners, L.P., a Delaware Limited Partnership

By:
Its:



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558



January 9, 2019

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

Dear Commissioners:

T State of North Dakota Department of Transportation (ND DOT) has granted an extension for contract number 38170156. There are no additional funds or funding impacts, only an extension of time.

The amendment, ND DOT Contract No. 38170156A, CFDA No. 20.526 is attached.

The requested motion is to approve the attached amendment to ND DOT Contract No. 38170156A.

Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Julie Bommelman".

Julie Bommelman
Transit Director
City of Fargo

\Attachment

For Schedule Information: 701-232-7500

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38170156
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on March 29, 2017; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on March 29, 2017, shall have a new completion date of June 30, 2019..



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

Steve Sprague, City Auditor
NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

City of Fargo
COMPANY NAME

Dr. Timothy J. Mahoney
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Mayor, City of Fargo
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

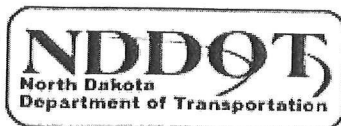
APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Property Use Agreement & Fee Approval

Location: 1101 25 Ave N

Date of Hearing: 11/13/2018, 1/7/2019

<u>Routing</u>	<u>Date</u>
Finance Committee	N/A
City Commission	1/14/2019
PWPEC File	X
Project File	Shawn Bullinger

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding the use of a portion of City property located at 1101 25 Ave N for staging during the construction of a structural building at 2637 12 St N.

On November 13, PWPEC Committee approved the property use agreement but requested that it go to Finance to confirm the \$500 fee. The item missed the November Finance meeting and no meeting was held in December. They would like to begin using the property so it was brought back to PWPEC for approval of the \$500 use fee.

Staff is recommending approval of the agreement and fee.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of the agreement and \$500 use fee.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Property Use Agreement for City property located at 1101 25 Ave N with Spartan Garages LLC as well as the \$500 use fee.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:


Brenda E. Derrig, P.E.
City Engineer

TEMPORARY ENCROACHMENT/USE AGREEMENT

THIS AGREEMENT, made and entered by and between the **CITY OF FARGO, NORTH DAKOTA**, a North Dakota municipal corporation, hereinafter referred to as “City”, and Spartan Garages, LLC, a North Dakota limited liability company,, hereinafter referred to as “Spartan Garages” or “Owner”,

WITNESSETH:

WHEREAS, Owner intends to construct a building on its lot identified as 2637 12th Street N., Fargo, ND; and

WHEREAS, City owns the adjacent lot located at 1101 25th Avenue N., Fargo, ND;

WHEREAS, there is a Fire Station located on a portion of said City lot; and

WHEREAS, because of space constraints, Spartan Garages wishes to use a portion of the City owned lot for the purposes of material storage and construction staging; and

WHEREAS, City has determined that Spartan Garage’s intended use of the City property will not interfere with existing operations, and that there are no conflicts for ingress and egress ; and

WHEREAS, Spartan Garages intended use of the City lot would take place for a limited duration; and

WHEREAS, the Public Works Projects Evaluation Committee has approved such encroachment; and

WHEREAS, Spartan Garages has agreed to execute this agreement required by City for encroachment on the City lot.

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

1. Spartan Garages is hereby granted the right to encroach and use a portion of the City lot, said use being for the purpose of materials storage, construction staging, and temporary construction needs. Spartan Garages use of the City lot shall be limited to that portion of the lot described as follows:

The West 210 feet of the East 300 feet of the North 40 feet of Lot 5, Block 2 of Airport 1st Addition to the City of Fargo, Cass County, North Dakota.

Said described tract contains 8,400 square feet, more or less.

2. It is the intent of this agreement that Owner may utilize a portion of the City lot for the sole and exclusive purpose of materials storage, construction staging, and temporary construction needs. Spartan Garages agrees and understands that no hazardous materials may be placed on the City lot, including any biohazards, chemicals, fertilizer storage or any other similar substances. Spartan Garages further understands and agrees it shall be responsible for the condition of the site and is responsible for CERCLA obligations, if any, as a result of its use of the City lot.

3. Spartan Garages will, during any use of said portion of the City lot, use due care to protect the City lot, the existing use of the City lot, city streets, utilities and all other public property.

4. It is understood and agreed by and between the parties that Spartan Garages will be responsible for the repair or replacement of any property which may be damaged or destroyed as a direct or indirect result of the use of the City lot, including but not limited to leveling the ground

and restoration of the City lot to the condition prior to Spartan Garage's permitted use of the City lot, and restoration of the grass to City's sole discretion and satisfaction upon termination of the use of the City lot.

5. Owner, its successors and assigns, 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 municipal improvements by reason of the use of the City lot as aforesaid. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

6. Owner may assign to a successor owner of the adjacent property this Temporary Encroachment/Use Agreement upon written consent of City, which consent shall not be unreasonably withheld.

7. It is understood and agreed by and between the parties that this agreement and permission to use the City lot is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.


8. City shall not be responsible for damage, if any, to Owner caused by City in the exercise of its duties, specifically including, but not limited to, the operation of the fire station on the City lot.

9. Owner agrees to pay City \$500 for the use of the City property.

10. This Agreement shall terminate, and Spartan Garages shall vacate the City lot, on or before 2/28/19(date). Any extension of such date must be approved in writing signed by the parties hereto.

Dated this 6 day of November, 2018.

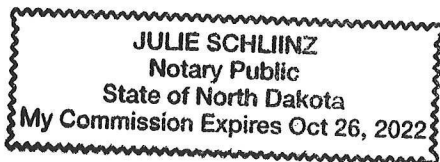
SPARTAN GARAGES, LLC


By 
Its VP

STATE OF ND)
) ss:
COUNTY OF Cass)

On this 10 day of NOV, 2018, before me, a notary public in and for said county and state, personally appeared Chad Marsden to me known to be the Vice President of **Spartan Garages, LLC.**, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

By Timothy J. Mahoney, Mayor

Steven Sprague, City Auditor

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota 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, North Dakota

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



Area Considered in Encroachment Agreement

Memorandum

To: Members of PWPEC
From: Brenda Derrig, Division Engineer
Date: January 4, 2019
Re: Use of City Property

Background:

On October 30th PWPEC Committee approved the property use agreement, but requested that it go to Finance to confirm the \$500 fee. I missed the November Finance meeting and there has not been another since. They would like to start using this property and I am asking that PWPEC approve the agreement along with the fee.

Recommended Motion:

Approve the attached agreement and the \$500 use fee.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Property Use Agreement

Location: 1101 25 Ave N

Date of Hearing: 11/13/2018

<u>Routing</u>	<u>Date</u>
Finance Committee	_____
City Commission	_____
PWPEC File	<u>X</u>
Project File	<u>Shawn Bullinger</u>

The Committee reviewed a communication from Land Acquisition Specialist, Shawn Bullinger, regarding the use of a portion of City property located at 1101 25 Ave N for staging during the construction of a structural building at 2637 12 St N.

Staff is recommending approval of the agreement with Spartan Garages LLC for use of property at 1101 25 Ave N.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the agreement with Spartan Garages LLC and move to Finance Committee for rental rate.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and Finance Committee and approve the agreement with Spartan Garages LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

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


Brenda E. Derrig, P.E.
City Engineer



Memorandum

To: Members of PWPEC
From: Shawn G. Bullinger, Land Acquisition Specialist *SGB*
Date: October 29, 2018
Re: Use of City Property

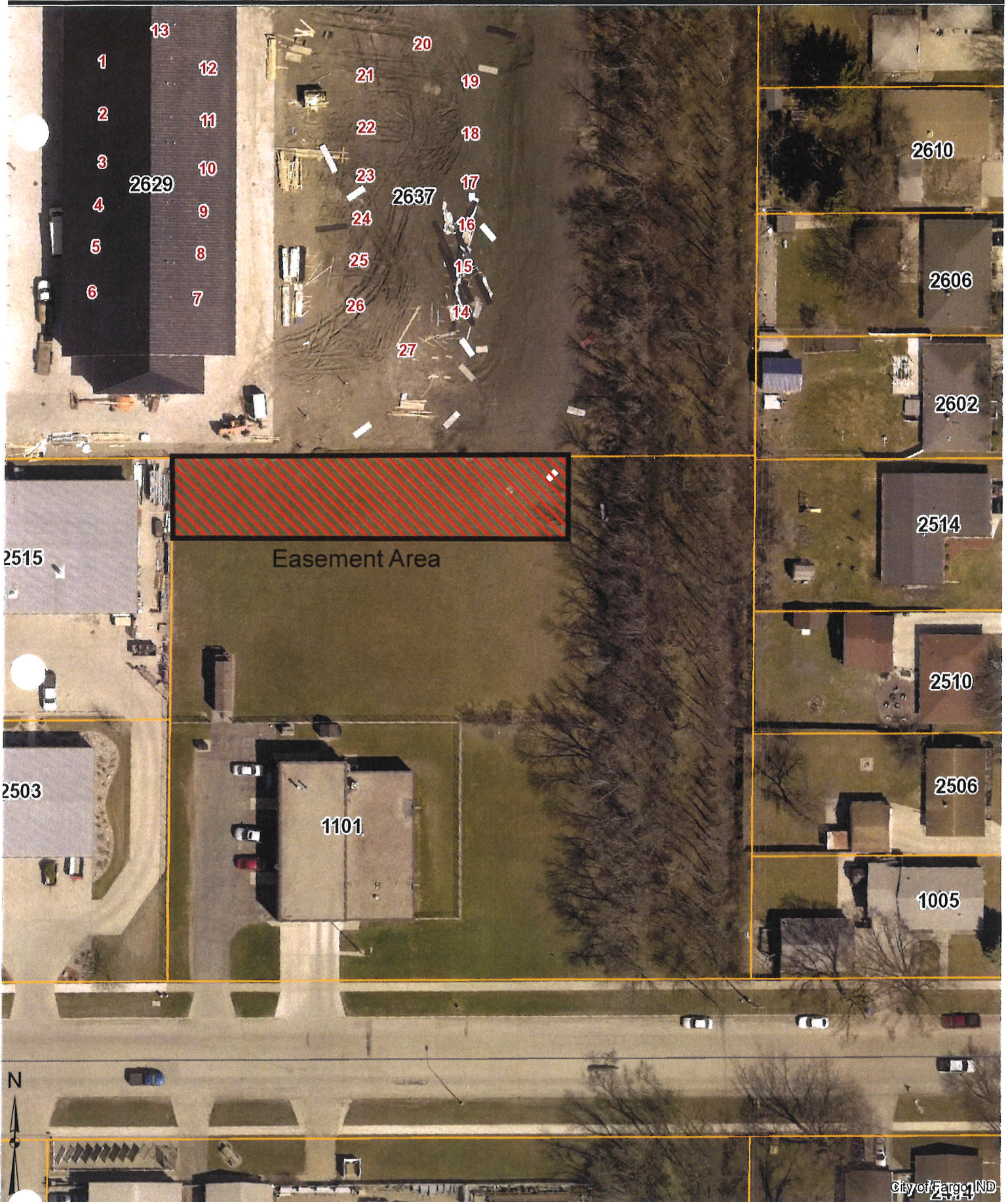
Recently Chad Marsden with Spartan Garages LLC requested the use of a portion of City property located at 1101 25th Avenue N. for staging during the construction of a structural building at 263712th Street N. I have attached a map showing the area being requested along with an agreement prepared by the City attorney's office.

Recommended Motion:

Staff is recommending approval of the attached agreement.

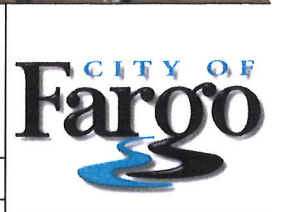
Attachments

C: Brenda Derrig



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

1101 25th Avenue N	
1:1,128	11/13/2018 9:20:57 AM
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.	



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

18

Type: 2019 Capital Improvement Plan

Location: Citywide

Date of Hearing: 11/26/2018

Routing

Date

City Commission

12/3/2018, 1/14/2019

PWPEC File

X

Project File

Brenda Derrig

The Committee reviewed an updated 2019 Capital Improvement Plan (summarized below).

Project	Preliminary Estimated Costs				Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments	City Funds
Federal Aid Projects	\$26,489,412	\$3,829,786	\$4,267,235	\$34,586,433	\$16,992,264	\$0	\$13,038,862	\$4,555,307
Water Main and Street Recon Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arterial Roadway Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flood Control Projects	\$9,650,000	\$7,241,000	\$2,614,500	\$19,505,500	\$4,800,000	\$14,705,500	\$0	\$0
Pavement Preservation Projects	\$9,675,000	\$0	\$2,457,323	\$12,132,323	\$0	\$0	\$3,833,439	\$8,298,884
Storm Sewer Utility Projects	\$1,490,000	\$30,000	\$432,100	\$1,952,100	\$0	\$0	\$525,675	\$1,426,425
Traffic and Streetlight Projects	\$4,100,000	\$100,000	\$1,269,000	\$5,469,000	\$0	\$0	\$3,210,050	\$2,258,950
New Development Projects	\$6,000,000	\$0	\$2,040,000	\$8,040,000	\$0	\$0	\$8,040,000	\$0
Alley Paving Projects	\$100,000	\$0	\$29,000	\$129,000	\$0	\$0	\$129,000	\$0
Sidewalk Projects	\$850,000	\$0	\$246,500	\$1,096,500	\$0	\$0	\$483,750	\$612,750
Miscellaneous Projects	\$3,460,000	\$0	\$773,000	\$4,233,000	\$100,000	\$0	\$774,000	\$3,359,000
Total 2019 CIP =	\$61,814,412	\$11,200,786	\$14,128,658	\$87,143,856	\$21,892,264	\$14,705,500	\$30,034,777	\$20,511,316

The Federal Aid Projects were updated to the bid prices and new engineer estimates. The Storm Sewer Utility Projects were reduced.

Staff is recommending approval.

On a motion by Nicole Crutchfield, seconded by Brenda Derrig, the Committee voted to recommend approval of the updated 2019 Capital Improvement Plan.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the updated 2019 Capital Improvement Plan.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes No

N/A

N/A

N/A

COMMITTEE

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:

C: Kristi Olson


Brenda E. Derrig, P.E.
Division Engineer

2019

Capital Improvement Plan



THE CITY OF
Fargo
FAR MORE 

City of Fargo Engineering Department

November 23, 2018

TABLE OF CONTENTS

2019 Capital Improvement Plan Summary	2
Federal Aid Projects	3
Water Main Replacement/Street Reconstruction Projects	4
Arterial Roadway Projects	5
Flood Control Projects	6
Pavement Preservation Projects	7
Repair Projects	9
Seal Coat Projects	10
Wear Course Projects	11
Mill and Overlay Projects	12
Storm Sewer Utility Projects	13
Traffic and Streetlight Projects	14
New Development Projects	15
Alley Paving Projects	16
Sidewalk Projects	17
Miscellaneous Projects	18
2019 Capital Improvement Map	19

2019 Capital Improvement Plan Summary

Overview

Each year the City of Fargo Engineering Department is responsible for creating and managing a capital improvement plan for the initial construction, preservation, and reconstruction of the city's infrastructure. Below is a summary of the 2019 Capital Improvement Plan.

Proposed Projects

Project	Preliminary Estimated Costs				Funding			
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments	City Funds
Federal Aid Projects	\$26,489,412	\$3,829,786	\$4,267,235	\$34,586,433	\$16,992,264	\$0	\$13,038,862	\$4,555,307
Water Main and Street Recon Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Arterial Roadway Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Flood Control Projects	\$9,650,000	\$7,241,000	\$2,614,500	\$19,505,500	\$4,800,000	\$14,705,500	\$0	\$0
Pavement Preservation Projects	\$9,675,000	\$0	\$2,457,323	\$12,132,323	\$0	\$0	\$3,833,439	\$8,298,884
Storm Sewer Utility Projects	\$1,490,000	\$30,000	\$432,100	\$1,952,100	\$0	\$0	\$525,675	\$1,426,425
Traffic and Streetlight Projects	\$4,100,000	\$100,000	\$1,269,000	\$5,469,000	\$0	\$0	\$3,210,050	\$2,258,950
New Development Projects	\$6,000,000	\$0	\$2,040,000	\$8,040,000	\$0	\$0	\$8,040,000	\$0
Alley Paving Projects	\$100,000	\$0	\$29,000	\$129,000	\$0	\$0	\$129,000	\$0
Sidewalk Projects	\$850,000	\$0	\$246,500	\$1,096,500	\$0	\$0	\$483,750	\$612,750
Miscellaneous Projects	\$3,460,000	\$0	\$773,000	\$4,233,000	\$100,000	\$0	\$774,000	\$3,359,000
Total 2019 CIP =	\$61,814,412	\$11,200,786	\$14,128,658	\$87,143,856	\$21,892,264	\$14,705,500	\$30,034,777	\$20,511,316

Federal Aid Projects

Overview

Federal Aid Projects are for major improvements that typically include coordination with other local entities, such as the North Dakota Department of Transportation, West Fargo, Cass County, and the City of Moorhead. The Federal Aid we receive is programmed through Metro COG and is programmed out for four years. There are different types of federal aid and they are as follows: Interstate Maintenance funds (for use on I-29 and I-94 mainline and service and system interchanges), Regional Highway Funds (for use on US 81 & US 10, which are 52nd Ave S, University Drive, 10th Street, 19th Ave N, and Main Ave), Urban Roads Funds (which can be spent on any road classified as an arterial or collector), and Transportation Alternatives Program (which are funds set aside for shared use paths and pedestrian bridges).

Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Main Ave from Broadway to Red River Bridge	\$8,897,859	\$1,089,786	\$2,402,422	\$12,390,067	\$5,561,754	\$2,273,006	\$4,555,307
52 Ave S from 63 St S to 45 St S	\$17,591,553	\$2,740,000	\$1,864,813	\$22,196,366	\$11,430,510	\$10,765,856	\$0
Total Federal Aid Projects =	\$26,489,412	\$3,829,786	\$4,267,235	\$34,586,433	\$16,992,264	\$13,038,862	\$4,555,307

Water Main Replacement/Street Reconstruction Projects

Overview

On May 21, 2018 the City Commission approved the reinstatement of the 2013 Infrastructure Funding Policy originally approved by the City Commission on December 9, 2013. In addition to the reinstatement of the 2013 Infrastructure Funding Policy for future projects, the City Commission approved the utilization of the 2013 Infrastructure Funding Policy for any projects created after December 9, 2013 that had not used this newly reinstated policy. This change resulted in the reevaluation of 136 projects; 98 projects were not affected and 38 projects were affected. The financial impact of the funding policy change to these 38 projects was presented to the City Commission on July 2, 2018. In an effort to offset a large portion of the increased cost share to the City, the City Commission voted to eliminate all water main replacement/street reconstruction projects contemplated for 2019.

Proposed Projects

No proposed Water Main Replacement/Street Reconstruction Projects for the 2019 Capital Improvement Plan.

Arterial Roadway Projects

Overview

Arterial Roadway Projects are typically on arterial roadway corridors and are necessary to address poor pavement condition and traffic congestion caused by high traffic volumes.

Proposed Projects

See proposed Federal Aid Projects. No other Arterial Roadway Projects proposed for the 2019 Capital Improvement Plan.

Flood Control Projects

Overview

Flood Control Projects are for the continued implementation of the Revised Flood Control Comprehensive Plan and include flood control projects east of I-94 along the Legal Drain systems and along the Red River of the North. The proposed flood control projects also include the acquisition of properties that will need to be moved or demolished for the construction of flood control projects.

Fifty percent (50%) of Flood Control Projects eligible costs are reimbursable from the North Dakota State Water Commission per the cost-share policy.

Proposed Projects

Project Location	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Flood Sales Tax	Special Assessments
Drain #27 Lift Stations #55 & #56	\$4,200,000	\$526,000	\$1,134,000	\$5,860,000	\$2,100,000	\$3,760,000	\$0
Harwood, Hackberry, River Drives - Home Buyout	\$0	\$4,000,000	\$0	\$4,000,000	\$0	\$4,000,000	\$0
Harwood, Hackberry, River Drives - Levee, Phase 3	\$450,000	\$50,000	\$121,500	\$621,500	\$225,000	\$396,500	\$0
Belmont Area - Home Buyout	\$0	\$2,200,000	\$0	\$2,200,000	\$0	\$2,200,000	\$0
Belmont Area - Floodwall/Levee, Phase 2	\$2,900,000	\$260,000	\$783,000	\$3,943,000	\$1,450,000	\$2,493,000	\$0
Oakcreek & Copperfield Court Levee	\$1,650,000	\$205,000	\$445,500	\$2,300,500	\$825,000	\$1,475,500	\$0
Demolition - Flood Buyout	\$450,000	\$0	\$130,500	\$580,500	\$200,000	\$380,500	\$0
Total Flood Control Projects =	\$9,650,000	\$7,241,000	\$2,139,000	\$19,505,500	\$4,800,000	\$14,705,500	\$0

Pavement Preservation Projects

Overview

Pavement Preservation Projects are arguably the most important projects in our annual capital improvement plan. Pavement preservation is a proactive approach that implements a series of low-cost, preventative maintenance treatments that are aimed at preserving the investment of our roadway network, extending the pavement life, and meeting our citizens' needs. No pavement will last forever, but with timely applications of these projects we can extend the pavement life resulting in cost savings.

	Surface Type	Total Network	Arterial (24.6%)	Collector (13.0%)	Local (56.7%)	Alley (5.7%)
Length (Centerline Miles)	All Streets	511.65	126.02	66.40	290.00	29.24
	Asphalt (59.7%)	305.30	23.3	40.62	231.08	10.30
	Brick (0.01%)	0.06	-	-	-	0.06
	Composite (4.2%)	21.52	9.46	2.10	9.76	0.20
	Gravel (2.6%)	13.40	0.58	-	0.68	12.14
	Concrete (33.5%)	171.37	92.68	23.68	48.48	6.53

	Surface Type	Total Network	Arterial (31.0%)	Collector (14.2%)	Local (50.9%)	Alley (3.9%)
Area (Square Yards)	All Streets	9,847,595	3,057,189	1,397,108	5,008,825	384,474
	Asphalt (54.2%)	5,333,987	485,317	793,546	3,898,807	156,316
	Brick (0.01%)	547	-	-	-	547
	Composite (4.5%)	445,945	225,510	49,317	168,192	2,926
	Gravel (1.6%)	158,320	8,127	-	6,438	143,755
	Concrete (39.7%)	3,908,797	2,338,236	554,244	935,387	80,929

	Surface Type	Total Network	Arterial	Collector	Local	Alley
Pavement Condition Index (Centerline Miles)	All Streets	81.88	88.38	83.24	79.58	67.96
	Asphalt	79.62	75.19	79.73	81.18	54.16
	Composite	60.63	68.36	42.20	57.60	37.02
	Concrete	88.60	93.74	92.89	76.38	90.67

	Surface Type	Total Network	Arterial	Collector	Local	Alley
Pavement Condition Index (Square Yards)	All Streets	82.98	89.39	83.65	79.74	65.06
	Asphalt	79.73	75.52	79.72	81.33	52.75
	Composite	61.45	67.54	44.74	58.62	36.23
	Concrete	89.87	94.38	92.74	76.87	89.88

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Repair and Rehabilitation Projects	\$3,825,000	\$879,751	\$4,704,750	\$0	\$4,704,750
Seal Coat Projects	\$1,250,000	\$301,574	\$1,551,573	\$171,439	\$1,380,134
Wear Course Projects	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Mill and Overlay Projects	\$3,600,000	\$936,000	\$4,536,000	\$2,322,000	\$2,214,000
Total Pavement Preservation Projects =	\$9,675,000	\$2,457,323	\$12,132,323	\$3,833,439	\$8,298,884

Pavement Preservation: Repair and Rehabilitation Projects

Overview

Repair projects include asphalt crack seal and concrete spot repairs. The annual crack seal project is located in the same areas as the seal coat project and aids in preserving and extending the life of the asphalt roadway. The citywide concrete spot repair project repairs relatively small concrete issues that arise throughout the city each year. The concrete rehabilitation project is performed on a roadway corridor and is utilized to extend the overall pavement life of that project corridor.

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Asphalt Crack Seal - Various Locations City Wide	\$75,000	\$17,250	\$92,250	\$0	\$92,250
Concrete Spot Repairs City Wide	\$750,000	\$172,500	\$922,500	\$0	\$922,500
Concrete Rehabilitation (42 St S – 19 Ave S to 32 Ave S)	\$1,500,000	\$345,000	\$1,845,000	\$0	\$1,845,000
Concrete Rehabilitation (40 Ave S – 51 St S to 32 St S)	\$1,500,000	\$345,000	\$1,845,000	\$0	\$1,845,000
Total Repair Projects =	\$3,825,000	\$879,751	\$4,704,750	\$0	\$4,704,750

Pavement Preservation: Seal Coat Projects

Overview

Seal Coat Projects take place throughout the city and are a way to extend the life of asphalt pavement. As the name implies, they are utilized to seal the pavement to keep water from penetrating the road structure. They also prevent deterioration of the asphalt surface from the effects of aging and oxidation due to water and the sun. Many state DOTs have studied the benefits of seal coats and have found that seal coats are most effective when placed within one or two years after the surface layer (asphalt wear course) is placed. After two years, the pavement has already been damaged from the effects of the sun and will no longer benefit from a seal coat. Studies also recommend a seal coat be reapplied approximately every eight years.

Based on that research, seal coats are installed on new wear course projects two years after installation and are funded 100% by special assessments. Seal coats are installed on mill and overlay projects two years after installation and are funded 100% by city funds. Subsequent seal coats are installed every eight years and are also funded 100% by city funds.

Seal coat projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,177,670 SY of asphalt pavement in the City of Fargo. This year our seal coat project includes 63,970 SY of seal coating on projects that received a wear course in 2017 and will be funded by special assessments. Our project will also include 540,710 SY of seal coating on projects that received a mill and overlay in 2017 or a seal coat approximately eight years ago. The total amount of asphalt pavement to receive a seal coat in 2019 is 604,680 SY or about 11.7% of our asphalt roadway network.

Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1C	\$73,500	\$16,905	\$90,405	\$0	\$90,405
Section 2C	\$27,860	\$6,408	\$34,268	\$0	\$34,268
Section 3C	\$30,600	\$7,038	\$37,638	\$0	\$37,638
Section 4C	\$158,600	\$36,478	\$195,078	\$0	\$195,078
Section 5C	\$91,900	\$21,137	\$113,037	\$0	\$113,037
Section 6C	\$505,760	\$116,325	\$622,085	\$0	\$622,085
Section 7C	\$55,600	\$12,788	\$68,388	\$0	\$68,388
Section 8C	\$56,240	\$12,935	\$69,175	\$0	\$69,175
Section 9C	\$122,000	\$28,060	\$150,060	\$0	\$150,060
Section 10A	\$60,740	\$20,652	\$81,392	\$81,392	\$0
Section 11A	\$16,100	\$5,474	\$21,574	\$21,574	\$0
Section 12A	\$51,100	\$17,374	\$68,474	\$68,474	\$0
Total Seal Coat Projects =	\$1,250,000	\$301,573	\$1,551,573	\$171,439	\$1,380,134

Pavement Preservation: Wear Course Projects

Overview

Wear Course Projects place the final surface layer of asphalt in new developments. These projects take place anywhere from just a couple of years up to 15 years after the initial construction of a new development and include drainage correction and installation of the final surface of asphalt. Wear course projects don't typically take place until approximately 90% of the lots in a new development have been built on. This allows private contractors time to construct buildings without fear of damaging the final surface of asphalt. It also allows for settlement to occur, which we correct during the wear course project.

Proposed Projects

Locations for the wear course project will be evaluated in the early part of 2019. This will allow us to make the best determination of the appropriate locations based on the percentage of build out in new developments. Based on previous capital improvement projects, we anticipate the project to be approximately \$1 million.

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Locations to be determined	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0

Pavement Preservation: Mill and Overlay Projects

Overview

Mill and Overlay Projects extend the life of the pavement and improve the ride quality. As part of these projects we also correct drainage issues and replace sidewalk curb ramps that do not meet Federal ADA requirements.

The anticipated frequency of asphalt mill and overlay projects can vary greatly depending on a number of factors, such as pavement subgrade and drainage, traffic volumes, weight of vehicle traffic, and initial quality of asphalt pavement, but is typically once every 25 years. Mill and overlay projects are performed on arterial, collector, and local roadways. Combined those three roadway classifications account for 5,177,670 SY of asphalt pavement in the City of Fargo. This year our proposed mill and overlay projects include 177,200 SY of asphalt paving or about 3.4% of our network. Based on a 25 year cycle, our goal should be to mill and overlay approximately 4% of our asphalt roadway network each year.

Proposed Projects

Project Location (See CIP Map for Locations)	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Section 1	\$1,516,000	\$394,160	\$1,910,160	\$977,820	\$932,340
Section 2	\$604,000	\$157,040	\$761,040	\$389,580	\$371,460
Section 3	\$52,000	\$13,520	\$65,520	\$33,540	\$31,980
Section 4	\$235,000	\$61,100	\$296,100	\$151,575	\$144,525
Section 5	\$800,000	\$208,000	\$1,008,000	\$516,000	\$492,000
Section 6	\$393,000	\$102,180	\$495,180	\$253,485	\$34,440
Total Mill & Overlay Projects =	\$3,600,000	\$936,000	\$4,536,000	\$2,322,000	\$2,214,000

Storm Sewer Utility Projects

Overview

Storm Sewer Utility Projects are for the ongoing maintenance and improvement of the City's storm sewer system which includes 81 storm water lift stations and associated piping, ponds, and drain systems.

Proposed Projects

Project	Preliminary Estimated Costs				Funding	
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Storm Sewer/Outfall Repairs - Various	\$260,000	\$0	\$75,400	\$387,000	\$167,000	\$167,700
Great Northern Dr - 17 St N to Drain	\$675,000	\$30,000	\$195,750	\$900,750	\$0	\$900,750
Lift Station Repairs - LS #8, #10, #12, #49	\$555,000	\$0	\$160,950	\$715,950	\$357,975	\$357,975
Total Storm Sewer Utility Projects =	\$1,490,000	\$30,000	\$432,100	\$1,952,100	\$525,675	\$1,426,425

Traffic and Streetlight Projects

Overview

Traffic and Streetlight Projects improve the safety and efficiency of traffic operations by providing for the maintenance, initial construction, and improvements of street lights, traffic signals, communication cable, intelligent transportation systems, and pavement markings.

Proposed Projects

Project Location	Preliminary Estimated Costs				Funding	
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Special Assessments	City Funds
Street Light Rehab Citywide	\$250,000	\$0	\$72,500	\$322,500	\$0	\$322,500
New Street Lighting - Area bound by Broadway, 32 Ave N, Elm St, 25 Ave N	\$750,000	\$0	\$255,000	\$1,005,000	\$1,005,000	\$0
New Street Lighting - Area bound by Broadway, 25 Ave N, Elm St, 19 Ave N	\$750,000	\$0	\$255,000	\$1,005,000	\$1,005,000	\$0
New Street Lighting - Area bound by 9 St N, 17 Ave N, Broadway, 15 Ave N	\$100,000	\$0	\$34,000	\$134,000	\$134,000	\$0
Traffic Signal Maintenance - LED Replacement	\$150,000	\$0	\$43,500	\$193,500	\$0	\$193,500
New Traffic Signal - University Dr N and 17 Ave N	\$350,000	\$0	\$101,500	\$451,500	\$316,050	\$135,450
Pavement Marking - 2 Ave N from 10 St to 4 St	\$150,000	\$0	\$43,500	\$193,500	\$0	\$193,500
Pavement Marking Replacement	\$400,000	\$0	\$116,000	\$516,000	\$0	\$516,000
Quiet Zone - 7 Ave N and 16 St N	\$1,200,000	\$100,000	\$348,000	\$1,648,000	\$750,000	\$898,000
Total Traffic and Streetlight Projects =	\$4,100,000	\$100,000	\$1,269,000	\$5,469,000	\$3,210,050	\$2,258,950

New Development Projects

Overview

New Development Projects can vary greatly from year to year as they are driven by developer request. For 2019, we have either received, or are likely to receive, the following requests.

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Laverne's Addition – Paving	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
23 Ave S from 42 St S to 38 St S - Paving	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Grayland Addition Phase 2	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Golden Valley Phase 2	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
Eagle Valley Phase 3	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
New Development - TBD	\$1,000,000	\$340,000	\$1,340,000	\$1,340,000	\$0
New Development Projects Total =	\$6,000,000	\$2,040,000	\$8,040,000	\$8,040,000	\$0

Alley Paving Projects

Overview

Alley Paving Projects must be petitioned by at least 55 percent of the benefitting property owners to be included in the annual capital improvement plan. Typically this is done by a property owner going door-to-door with a petition to get at least 55 percent of the benefitting property owner's signatures. The petition is then submitted to the Engineering Department where we verify signatures and request approval by the Public Work Project Evaluation Committee (PWPEC) to start design. All alley paving projects are 100% special assessed.

Alley Surface Type	Area (Square Yards)	Percentage by Area	Length (Centerline Miles)	Percentage by Length
All Surface Types	384,474	100.00%	29.24	100.00%
Asphalt	156,316	40.66%	10.30	35.22%
Brick	547	0.14%	0.06	0.21%
Composite	2,926	0.76%	0.20	0.69%
Gravel	143,755	37.39%	12.14	41.53%
Concrete	80,929	21.05%	6.53	22.34%

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Alley - TBD	\$100,000	\$29,000	\$129,000	\$129,000	\$0

Sidewalk Projects

Overview

Sidewalk Projects are included annually in the capital improvement plan to address areas of town where sidewalks have not yet been installed by the property owner and areas of town where tripping hazards or nonconforming conditions exist. In either type of projects, the locations of improvements are typically populated by citizen complaint. Upon notice from the city, property owners have the option to correct deficiencies by hiring a licensed sidewalk contractor on their own or they can elect to have the work included in one of the city's annual sidewalk projects.

Proposed Projects

Project Location	Preliminary Estimated Costs			Funding	
	Construction	Fees and Contingency	Total	Special Assessments	City Funds
Sidewalks: 2019 New Sidewalks (including APPR)	\$300,000	\$87,000	\$387,000	\$193,500	\$193,500
Sidewalks: 2019 Reconstruct Sidewalks (including APPR)	\$450,000	\$130,500	\$580,500	\$290,250	\$290,250
Broadway – Handicap Parking/ADA Improvements	\$100,000	\$29,000	\$129,000	\$290,250	\$129,000
Total Sidewalk Projects =	\$850,000	\$246,500	\$1,096,500	\$483,750	\$612,750

Miscellaneous Projects

Overview

Miscellaneous Projects vary from year to year, but this year they include tree planting, water service lowering, sanitary sewer/manhole rehabilitation, new water main installation, public relations/communications, and bridge maintenance.

The tree planting project is for plantings along arterial roadways and is funded utilizing city funds.

The water service lowering project is an annual project to lower water services throughout the city that are known to be susceptible to freezing. Currently these property owners need to run water continuously during winter in order to reduce the risk of a frozen water service. This project will reduce the risk of freezing water services and eliminates the need to continuously run water.

The sanitary sewer lining/manhole rehabilitation project is to repair sanitary sewer mains and manholes that have been discovered by Public Work's televising program. This project will use "no dig" repairs as much as feasible and is necessary to prevent what will otherwise become very costly repairs in the near future.

The water main project on 19th Ave N is necessary to provide looping and adequate fire flows for the continued development along the 19th Ave N corridor.

The public relations/communications project is to aid in the communication of capital improvement projects. This project is critical to the successful construction of our projects as it allows us to effectively communicate with the public by giving updates of progress, road closures, and other items that aid in a positive public perception of roadway projects.

The bridge maintenance projects are in collaboration with other local entities and the City of Fargo will cost share in the projects utilizing city funds.

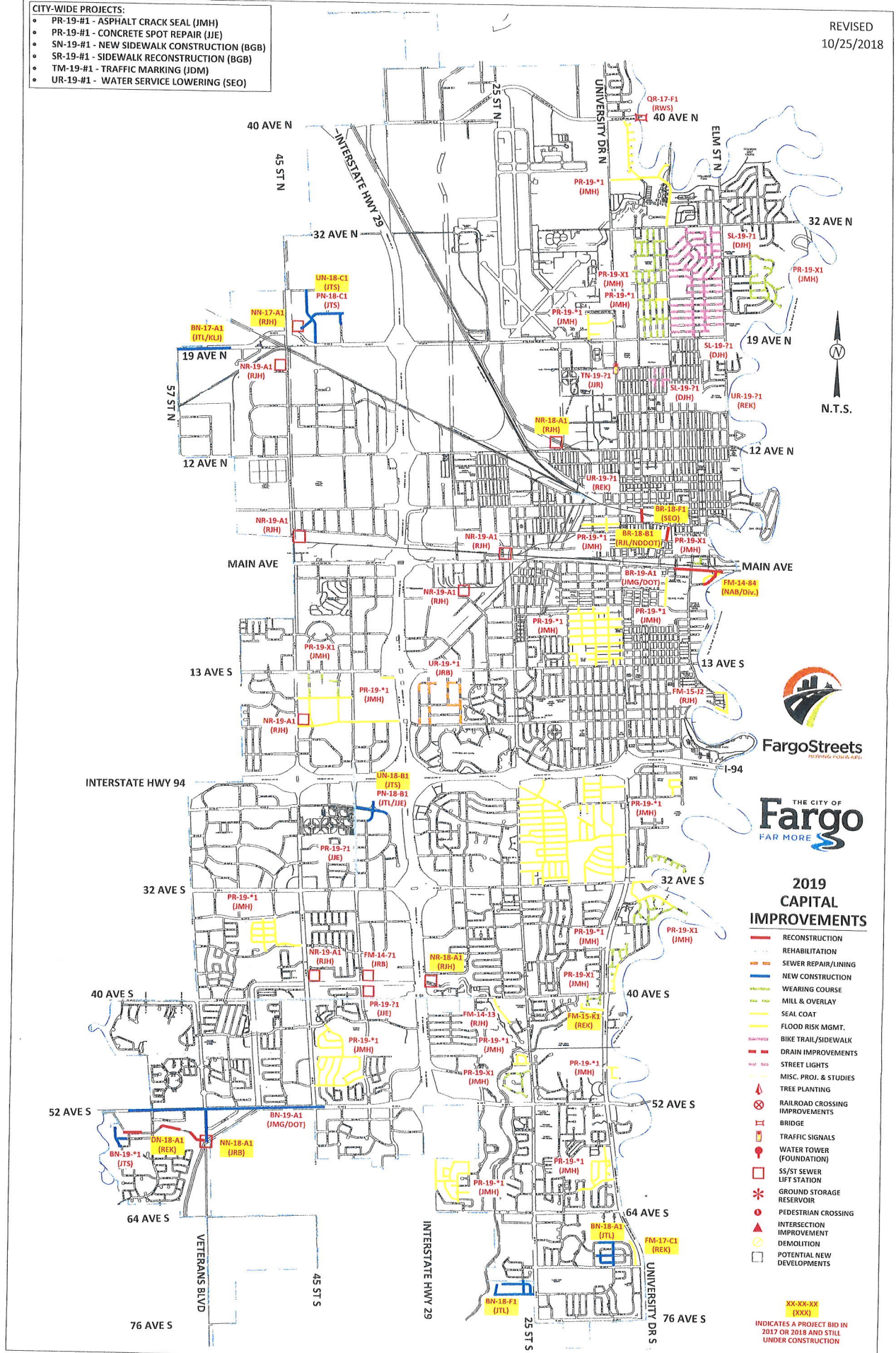
The miscellaneous repairs project is a place holder for emergency repairs that unfortunately arise each year.

Proposed Projects

Project	Preliminary Estimated Costs				Funding		
	Construction	ROW, Easements, Utilities, Outside Engineering	Fees and Contingency	Total	Outside Funding Sources	Special Assessments	City Funds
Tree Planting	\$150,000	\$0	\$34,500	\$184,500	\$0	\$0	\$184,500
Water Service Lowering	\$350,000	\$0	\$80,500	\$430,500	\$0	\$0	\$430,500
Sanitary Sewer Lining/Manhole Rehab	\$1,600,000	\$0	\$368,000	\$1,968,000	\$0	\$0	\$1,968,000
19 Ave N Water Main Loop	\$1,000,000	\$0	\$290,000	\$1,290,000	\$0	\$774,000	\$516,000
Public Information Coordinator Services	\$60,000	\$0	\$0	\$60,000	\$0	\$0	\$60,000
Bridge Maintenance - 40th Ave N (Clay Co to lead, COF to cost share)	\$200,000	\$0	\$0	\$200,000	\$100,000	\$0	\$100,000
Misc. Repairs	\$100,000	\$0	\$0	\$100,000	\$0	\$0	\$100,000
Total Miscellaneous Projects =	\$3,460,000	\$0	\$773,000	\$4,233,000	\$100,000	\$774,000	\$3,359,000

2019 Capital Improvement Map

- CITY-WIDE PROJECTS:**
- PR-19-#1 - ASPHALT CRACK SEAL (JMH)
 - PR-19-#1 - CONCRETE SPOT REPAIR (JJE)
 - SN-19-#1 - NEW SIDEWALK CONSTRUCTION (BGB)
 - SR-19-#1 - SIDEWALK RECONSTRUCTION (BGB)
 - TM-19-#1 - TRAFFIC MARKING (JDM)
 - UR-19-#1 - WATER SERVICE LOWERING (SEO)



**2019
CAPITAL
IMPROVEMENTS**

- RECONSTRUCTION
- REHABILITATION
- SEWER REPAIR/LINING
- NEW CONSTRUCTION
- WEARING COURSE
- MILL & OVERLAY
- SEAL COAT
- FLOOD RISK MGMT.
- BIKE TRAIL/SIDEWALK
- DRAIN IMPROVEMENTS
- STREET LIGHTS
- MISC. PROJ. & STUDIES
- TREE PLANTING
- RAILROAD CROSSING IMPROVEMENTS
- BRIDGE
- TRAFFIC SIGNALS
- WATER TOWER (FOUNDATION)
- S/S/ST SEWER
- LIFT STATION
- GROUND STORAGE RESERVOIR
- PEDESTRIAN CROSSING
- INTERSECTION IMPROVEMENT
- DEMOLITION
- POTENTIAL NEW DEVELOPMENTS

INDICATES A PROJECT BID IN
2017 OR 2018 AND STILL
UNDER CONSTRUCTION

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

119

Project No. MS-15-P0

Type: Contract Amendment #4

Storm Sewer Utility Fee Study

Date of Hearing: 1/7/2019

Routing	Date
City Commission	1/14/2019
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a Contract Amendment submitted by AE2S in the amount of \$53,000.00, bringing the total contract amount to \$232,755.00. The additional costs covered in this request are related to additional tasks requested and finalization for the Storm Water Utility Fee Study.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the Contract Amendment #4.

RECOMMENDED MOTION

Approve Contract Amendment #4 to AE2S in the amount of \$53,000.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Fund

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Date: January 7, 2019
Re: Project #MS-15-P0 – Contract Amendment #4
Storm Water Utility Fee Study

Background:

In the fall of 2016, the City developed an RFP to base their Storm Water Utility Fee on individual property's parcel parameters, rather than the existing method that charges a fixed rate per water meter based on whether a parcel is residential or non-residential. The Consultant was tasked to review current utility fees, analyze the costs assigned to storm water with an emphasis on system operation and maintenance, and look at areas where storm water system maintenance is being funded by other City sources. The goal of the study is to develop a funding model to make sure there is sufficient funding to operate and maintain the existing and projected storm water system needs as the City grows. The final report was intended to include recommendations on how to improve the level of service for operations and maintenance. On January 26, 2017, a contract was entered into with AE2S/Houston for \$77,500.00 to provide the study services. Through the winter, the Consultant set about the study and collecting data.

Contract Amendment #1 was approved in May of 2017 for \$17,000.00 for the additional rate and revenue design efforts to bring the existing financial model to take into effect the change in overall funding of the several multiple year scenarios without the use of Flood Sales Tax dollars.

Contract Amendment #2 was approved in August of 2017 for \$50,725.00 for the additional commission outreach and education, modeling of the Storm Water Fee implementation scenarios, fee structure benchmarking, outreach research assistance with several large parcel owners and continued face to face and conference call meetings.

Contract Amendment #3 was approved in June of 2018 for \$34,530.00 to fund the tasks relating to the updating of parcel data and identifying address issues for a comprehensive storm sewer utility data base with the continuation of other alternative rate design scenarios and long range budgetary impacts. A finance committee presentation was included in the long-term financial modeling proposal related to long-term debt versus cash on hand for all implemented improvements.

Proposed Contract Amendment #4 covers work completed as part of the City of Fargo utility ordinance revision and the Storm Sewer Utility Charge Policy development along with the merging and compiling of the City auditor's parcel database and the water billing accounts data. The data conversion from the two different tracking systems had multiple challenges to enable the final storm sewer data billing accounts to be identified, which resulted in approximately 225 hours for the final product completion at a cost of \$40,000.00. This contract amendment also proposes to include additional hourly costs for the finalization tasks to be used over the first few months of the storm sewer charge implementation to facilitate the continued process development of changing parcel data and inclusion of this information into the master data billing accounts. The proposed request is for up to \$13,000.00 for this work.

The quoted request for Contract Amendment #4 from AE2S is \$53,000.00, and the memo is attached. The memo identifies the additional tasks completed to date and 75 hours of tasks to be identified through the implementation process over the next few months.

Recommended Motion:

To approve Contract Amendment #4 to AE2S for \$53,000.00 for additional work on their Storm Sewer Fee Study contract. Funds to cover this Contract Amendment will come from the Storm Sewer Utility Fund budget of 2019.

Attachment
JRB/klb

C: Brenda Derrig
Roger Kluck



December 19, 2018

City of Fargo
Attn: Jody Bertrand, P.E.
200 3rd St North
Fargo, ND 58102

**Re: Scope, Fee, and Schedule Amendment Request #4: Storm Water Utility Fee Study
Project #MS-15-P0**

Dear Jody:

The purpose of this letter is to request a scope and fee amendment under Section 3 of the existing Agreement between the City of Fargo and Advanced Engineering and Environmental Services, Inc. (AE2S) for the Storm Water Utility Fee Study, Project # MS-15-P0. Section 3 of the Agreement, dated January 26, 2017, notes that the consultant will provide a contract amendment setting out the fees for the requested change.

The following outlines the rationale for the additional project costs that comprise the total requested amendment:

1. **Additional Tasks Requested:** Additional tasks requested that were in addition to the currently established scope and fee for the project have largely centered on development of the Storm Water utility billing database. AE2S originally planned for approximately 50 hours of staff time to finalize the master Storm Water account file within the rate model and to educate and support the City's IT and utility billing staff with integration of the rate model file with the City's comprehensive GIS parcel data and existing water utility billing database. Due to City staff availability and more complicated than expected database integration requirements, AE2S provided more support than was originally planned for, which included all tasks to fully integrate the master Storm Water rate model with the City's utility billing database. These additional tasks, amounted to approximately 225 additional hours, or **\$40,000**.
2. **Finalization Tasks:** As the City moves towards its first revised Storm Water billing in January of 2019, additional tasks are expected to finalize the integration of the Storm Water account file with the utility billing system. Additionally, it is further expected that a certain number of accounts will require correction after the first billing as utility customers receive and review their first bill under the new system. For this reason, an estimated pool of hours is proposed with this amendment totaling 75 hours, or **\$13,000** to address account corrections as the City is made aware of them over the first number of billings in 2019.

In consideration of the additional tasks completed to date, the tasks required to completion, and current project budget status, AE2S is requesting a project budget amendment in an amount up to **\$53,000**, increasing the total contract maximum to **\$232,755**. AE2S greatly appreciates the continued opportunity to provide professional service to the City of Fargo. If you have any questions or require any additional information regarding this amendment request, please do not hesitate to contact me at (701) 746-8087.

Sincerely,

AE2S

A handwritten signature in black ink, appearing to read "Shawn Gaddie".

Shawn Gaddie, PE
Project Manager

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Project No. SN-17-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 1/7/2019

Routing

City Commission

Date

1/14/2019

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 \$38,270.00, bringing the total contract amount to \$318,810.00. The change order is for additional sidewalk and approach reconstruction at various locations.

Staff is recommending approval of Change Order #1.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 in the amount of \$38,270.00.

RECOMMENDED MOTION

Approve Change Order #1 in the amount of \$38,270.00 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Inspector
Date: January 3, 2019
Re: Project No. SN-17-A1–Change Order #1

Project No. SN-17-A1 – New & Reconstruction of City Order Sidewalks - various locations throughout the City.

The attached Change Order #1, in the amount of \$38,270.00, is due for additional sidewalk and approach reconstruction at various locations in City right-of-ways.

Original Contract:	\$	280,540.00
Change Order #1	\$	38,270.00
Total Contract:	\$	318,810.00

Special Assessments have funded all costs for this project.

Recommended Motion:

Approve Change Order #1 to Master Construction for \$38,270 respectively.

Attachment

C: Tom Knakmuhs
Kristy Schmidt



**CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT**

Project No	SN-17-A1	Change Order No	1
Project Name	New & Reconstruction of City Order Sidewalks		
Date Entered	12/13/2018	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: Excess 4" & 6" Sidewalk Reconstruction Cost

Various spot repairs throughout the city of Fargo.

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 (\$)
Phase 1 Downtown Sidewalk	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	140.00	0.00	140.00	48.00	188.00	60.00	2,880.00
	3	Rem & Repl Curb & Gutter	LF	60.00	0.00	60.00	66.00	126.00	50.00	3,300.00
Phase 1 Downtown Sidewalk Sub Total (\$)										
Phase 1 Reconstruction Sidewalk	8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	505.00	0.00	505.00	548.00	1,053.00	55.00	6,180.00
	10	Rem & Repl Driveway 6" Thick Reinf Conc	SY	105.00	0.00	105.00	30.00	135.00	65.00	30,140.00
Phase 1 Reconstruction Sidewalk Sub Total (\$)										
32,090.00										

Summary

Source Of Funding

Sales Tax Funds - Infrastructure - 420, Special Assessments

Net Amount Change Order # 1 (\$)

38,270.00

0.00

280,540.00

318,810.00

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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
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CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

07/13/2018

Description

APPROVED

For Contractor

FRED SCHLASSER

Title

PRES

0.00

0.00

07/13/2018

APPROVED DATE

Department Head

Mayor

Attest



11/10/19

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Project: TR-18-A1 Type: Rescind Contract Award

Location: Citywide Date of Hearing: 1/7/2019

<u>Routing</u>	<u>Date</u>
City Commission	1/14/2019
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding a recommendation to rescind the contract award with Mid-American Signal, reject all proposals, and issue a new Request for Proposals for the same project.

Last summer Engineering advertised an RFP for the New Advanced traffic Management System (ATMS) project. Mid-American Signal was selected as the preferred vendor and City Commission approved the award on September 10, 2018. A final contract has not been approved. Since then, we have been working with Mid-American Signal and the controller they were to furnish. We are now having reservations about the controller itself and the level of support provided by Mid-American Signal for the product.

Upon internal discussion with staff and our Attorney's Office, we are recommending to rescind our contract award to Mid-American Signal, reject all other proposals and start over with a new RFP.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend to rescind the contract award to Mid-American Signal, reject the other proposals and issue a new RFP for TR-18-A1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and rescind the contract award to Mid-American Signal, reject the other proposals and issue a new RFP for TR-18-A1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: January 2, 2019

Subject: Recommendation to Rescind Contract Award with Mid-American Signal, to Reject all Proposals received as part of 'New Advanced Traffic Management System (ATMS) Project' and Call for new Request for Proposals for same project

Project No. TR-18-A1 – New Advanced Traffic Management System (ATMS) Project
Part of 2018 CIP

Last summer we advertised a Request for Proposals to replace our current traffic signal system central software and our intersection signal controllers. We received four proposals and our Vendor Selection Committee selected Mid-American Signal as the preferred vendor. We recommended award of contract to the City Commission in September and it was approved as a consent agenda item in the amount of \$833,000. Since that time, we have been working with Mid-American Signal and the controller they were to furnish for the project, and we are having reservations about the controller itself, as well as the level of support we will receive from Mid-American Signal for the product. After internal discussions with staff and our Attorney's Office, we feel at this time that the proper thing to do is rescind our contract award to Mid-American Signal, reject all four of the proposals we received as part of our request for proposals, and start the process over again. The funds dedicated to this project are 2018 CIP funds and haven't been obligated at this point. We would issue a new RFP this month yet and receive proposals in late February.

Recommended Motion:

Rescind contract award to Mid-American Signal, reject all four proposals we received as part of our request for proposals, and issue a new RFP for this project, City Project No. TR-18-A1.

COVER SHEET
CITY OF FARGO PROJECTS

22a

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

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

New Construction of City Order Sidewalks

Project No. SN-19-A

Call For Bids January 14, 2019

Advertise Dates January 21 & 28, February 4, 2019

Bid Opening Date February 20, 2019

Substantial Completion Date September 6, 2019

Final Completion Date September 27, 2019

N/A PWPEC Report (Attach Copy (**Part of the 2019 C.I.P.**))

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. 476-4107

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

NEW CONSTRUCTION OF CITY ORDER SIDEWALKS

PROJECT NO. SN-19-A

Nature & Scope

This project is for new sidewalk construction and curb ramps located in the following areas:

1. 39th Street S. from 32nd Avenue S. to 30th Avenue S.
2. 2948 41st Street S.
3. 3911 20th Avenue S.
4. 5455 33rd Avenue S (Along Seter PKWY S.)
5. 5410 37th Avenue S.
6. 5950-6046 14th Street S.
7. 7400-7500 23rd Street S. 8' bike trail

Purpose

To repair existing sidewalk and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost of sidewalks is \$366,350.00. The project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 262,550.00
Plus 11% Engineering Fees:	\$ 28,880.50
Plus 3% Legal Fees:	\$ 7,876.50
Plus 6% Administration Fees:	\$ 15,753.00
Plus 4% Interest Fees:	\$ 10,502.00
Total Estimated Assessed Cost:	\$ 325,562.00

Curb Ramps and City Share of Sidewalks


Estimated Construction Cost:	\$ 103,800.00
Plus 11% Engineering Fees:	\$ 11,418.00
Plus 3% Legal Fees:	\$ 3,114.00
Plus 4% Interest Fees:	\$ 4,152.00
Total Estimated Construction Cost:	\$ 122,484.00

Totals

Total Estimated Cost:	\$ 448,046.00
Estimated Assessed Cost:	\$ 325,562.00
Estimated Infrastructure Sales Tax Funds:	\$ 122,484.00

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Division Engineer

COVER SHEET
CITY OF FARGO PROJECTS

226

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

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

Reconstruction of City Order Sidewalks

Project No. SR-19-A

Call For Bids January 14, 2019

Advertise Dates January 21 & 28, February 4, 2019

Bid Opening Date February 20, 2019

Substantial Completion Date September 6, 2019

Final Completion Date September 27, 2019

N/A PWPEC Report (Attach Copy (**Part of the 2019 C.I.P.**))

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. 476-4107

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
RECONSTRUCTION OF
CITY ORDER SIDEWALKS
PROJECT NO. SR-19-A

Nature & Scope

This project is for sidewalk reconstruction and curb ramps located in the following areas:

- Area bordered by Par Street North to Eagle Street North and 32nd Avenue North to 35th Avenue North. These five blocks will contain sidewalk, approach and ADA Ramp reconstruction.
- 16th Street North between 19th Avenue North and 21st Avenue North. Along 21st Avenue North between 16th Street North and University Drive North.
- ADA ramp reconstruction along University Drive North from 19th Avenue North to 32nd Avenue North.
- 19th Avenue North at Elm Street North. ADA ramp reconstruction.
- Additional spot repairs maybe added.

Purpose

To repair existing sidewalk and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost of sidewalks is \$281,808.00. The Project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 187,728.00
Plus 6% Engineering Fees:	\$ 11,263.68
Plus 3% Legal Fees:	\$ 5,634.84
Plus 6% Administration Fees:	\$ 11,263.68
Plus 4% Interest Fees:	\$ 7,509.12
Total Estimated Assessed Cost:	\$ 223,396.32

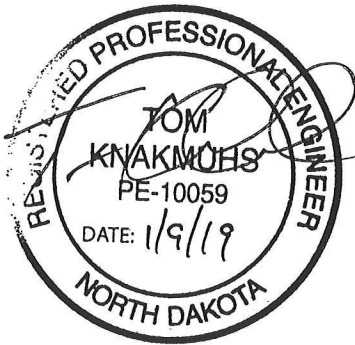
Curb Ramps and City Share of Sidewalks

Estimated Construction Cost:	\$ 94,080.00
Plus 6% Engineering Fees:	\$ 5,644.80
Plus 3% Legal Fees:	\$ 2,822.40
Plus 4% Interest Fees:	\$ 3,763.20
Total Estimated Construction Cost:	\$ 106,310.40

Totals

Estimated Assessed Cost:	\$ 223,396.32
Estimated Infrastructure Sales Tax Funds:	\$ 106,310.40
Total Estimated Cost:	\$ 329,706.72

We believe this project to be cost effective.



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

Tom Knakmuhs, P.E.
Assistant City Engineer



January 3, 2019

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 a 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 a temporary & permanent easement from **University of Northwestern** 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 BN-19-A1	County Cass	Parcel(s) 1 & 1A
Landowner University of Northwestern - St. Paul		
Mailing Address 3003 Snelling Ave N St. Paul, MN 55113		

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 \$ 521,969.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	495,494.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	26,475.00
Total Offer	\$	521,969.00

*Description of Damages to Remainder are as follows:

Bryan J. Funge VP for Finance / CFO
Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commision has considered the offer and approves the same:



Timothy J. Mahoney

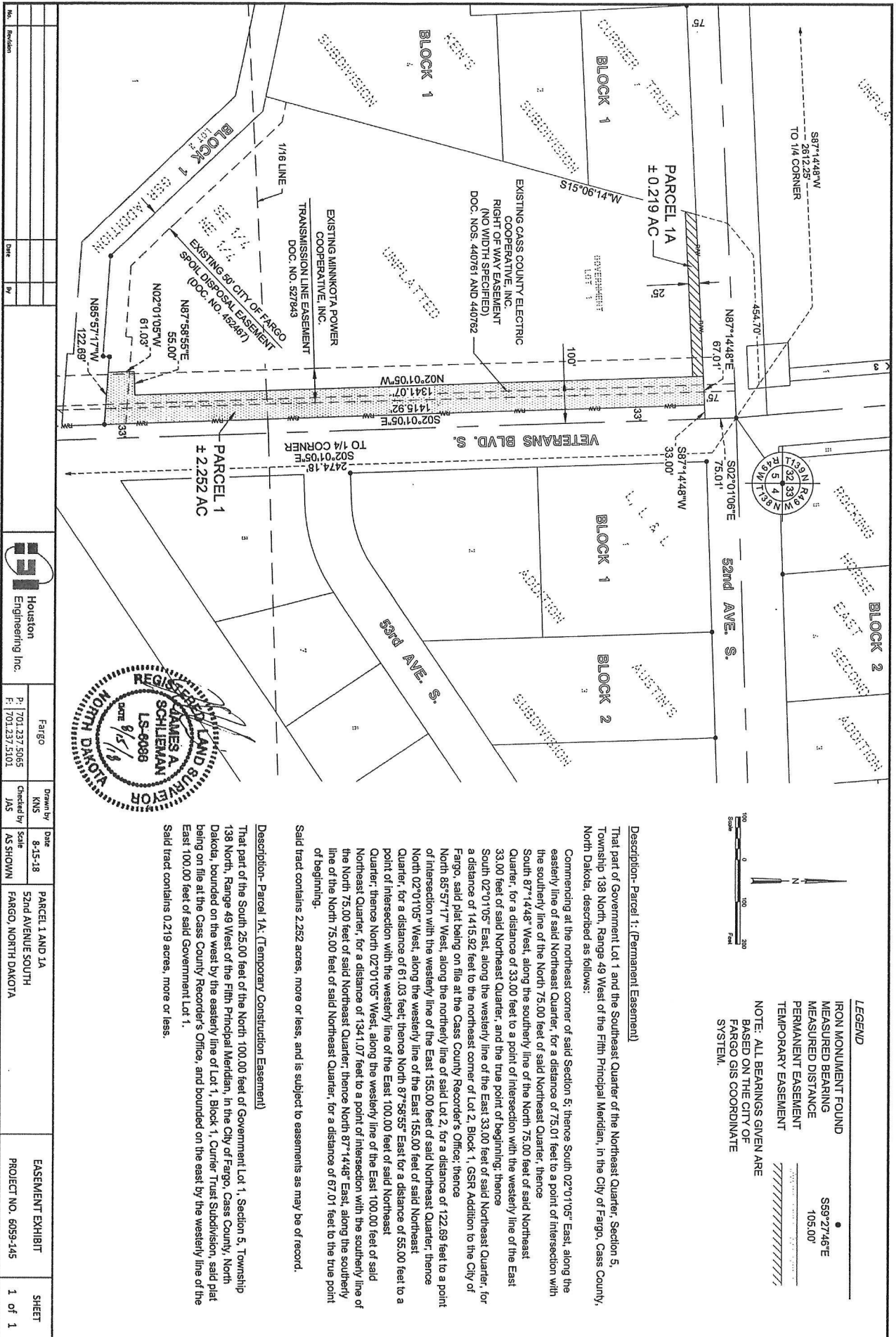
MAYOR

SIGNATURE

DATE

Exhibit A

H:\Fargo\UBM\6000\6059\18_6059_145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibits.dwg Exhibit 1 and 1a 8/15/2018 1:07 PM (kstroud)



LEGEND

IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PERMANENT EASEMENT
TEMPORARY EASEMENT

NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.

SS9°27'46"E
105.00'

Description- Parcel 1: (Permanent Easement)

That part of Government Lot 1 and the Southeast Quarter of the Northeast Quarter, Section 5, Township 138 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

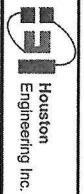
Commencing at the northeast corner of said Section 5; thence South 02°01'05" East, along the easterly line of said Northeast Quarter, for a distance of 75.01 feet to a point of intersection with the southerly line of the North 75.00 feet of said Northeast Quarter, thence South 87°14'48" West, along the southerly line of the North 75.00 feet of said Northeast Quarter, for a distance of 33.00 feet to a point of intersection with the westerly line of the East 33.00 feet of said Northeast Quarter, and the true point of beginning; thence South 02°01'05" East, along the westerly line of the East 33.00 feet of said Northeast Quarter, for a distance of 1415.92 feet to the northeast corner of Lot 2, Block 1, GS# Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office; thence North 85°57'17" West, along the northerly line of said Lot 2, for a distance of 122.69 feet to a point of intersection with the westerly line of the East 155.00 feet of said Northeast Quarter; thence North 02°01'05" West, along the westerly line of the East 155.00 feet of said Northeast Quarter, for a distance of 61.03 feet; thence North 87°58'55" East for a distance of 55.00 feet to a point of intersection with the westerly line of the East 100.00 feet of said Northeast Quarter; thence North 02°01'05" West, along the westerly line of the East 100.00 feet of said Northeast Quarter, for a distance of 1341.07 feet to a point of intersection with the southerly line of the North 75.00 feet of said Northeast Quarter; thence North 87°14'48" East, along the southerly line of the North 75.00 feet of said Northeast Quarter, for a distance of 67.01 feet to the true point of beginning.

Said tract contains 2.252 acres, more or less, and is subject to easements as may be of record.

Description- Parcel 1A: (Temporary Construction Easement)

That part of the South 25.00 feet of the North 100.00 feet of Government Lot 1, Section 5, Township 138 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, bounded on the west by the easterly line of Lot 1, Block 1, Currier Trust Subdivision, said plat being on file at the Cass County Recorder's Office, and bounded on the east by the westerly line of the East 100.00 feet of said Government Lot 1.

Said tract contains 0.219 acres, more or less.



Fargo
P: 701.237.5065
F: 701.237.5101

Drawn by
KNS
Checked by
JAS
Date
8-15-18
Scale
AS SHOWN

PARCEL 1 AND 1A
52nd AVENUE SOUTH
FARGO, NORTH DAKOTA

EASEMENT EXHIBIT
PROJECT NO. 6059-145

SHEET
1 of 1

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

25

Improvement District No. BN-19-A2

Type: Utility Relocation

Location: 52 Ave S, 45 St – 63 St

Date of Hearing: 1/7/2019

Routing	Date
City Commission	1/14/2019
PWPEC File	X
Project File	Roger Kluck

The committee reviewed a communication from Project Manager, Roger Kluck, regarding relocation of Minnkota Power's high voltage transmission line.

The line parallels the 52 Ave right-of-way and there are five locations identified by Minnkota that will need to be relocated to facilitate the street construction. The estimated cost for relocation is \$57,000.

Staff has reviewed the submitted costs and is recommending approval.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to approve the utility relocation and payment to Minnkota Power.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the utility relocation and authorize payment to Minnkota Power in the amount of \$57,000.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

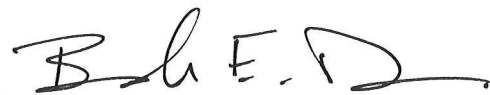
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:



Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II

CC: Jeremy Gorden, Division Engineer; Kevin Gorder, Division Engineer,

Date: 12/31/18

Re: Project # BN-19-A2 Federal Aid Project SU-8-984(164) reconstruction of 52nd Avenue from 45th Street west to just west of 63rd Street
Minnkota Power Utility relocation

Project BN-19-A2 reconstructs and widens 52nd Avenue South from 45th Street South to just west of 63rd Street South. The project is slated for re-bid January 11, 2019. Minnkota Powers's high voltage transmission line parallels the 52nd avenue right of way on the north side. There are five locations identified by Minnkota Power where adjustment of their line is needed to facilitate street construction. Their estimated cost is \$57,000.00 and the breakdown of work is attached.

Funding for this project comes from Federal Aid through the NDDOT Urban Roads Program, City of West Fargo, Cass County Highway Department, Southeast Cass Water Resource District, and City of Fargo Special Assessment Funds. Engineering staff have reviewed the submitted costs, feel they are reasonable for the work required, and recommend PWPEC approval. Minnkota Power will invoice the City for the actual costs as the work is completed.

Recommended Motion:

Approve estimated payment of \$57,000.00 to Minnkota Power based on preliminary estimates for the relocation and adjustments to their transmission lines due to the 52nd Avenue South reconstruction.

RK/klo
Attachment

Conflict	LINE ROAD	STR	Note/ Option 1	Note/ Option 2	Note/ Option 3	Note/ Option 4	Cost Estimate	MIGHT NOT NEED redesign
1	301B Urban area, E of 47th Ave	14 Replace	Replace 3 10'	Replace 3 10'	Offset		\$ 11,500.00	
2	301B Right Turn Lane from 51st to	3 Replace	Replace 3 10'	Replace 3 10'	Offset		\$ 11,500.00	
3	301E Urban area, E of 51st Ave	10 Replace	Replace 10 10'	Replace 10 10'	Offset		\$ 8,000.00	
4	301A Urban area, E of 51st Ave	7 Replace	Replace 7 10'	Replace 7 10'	Offset		\$ 11,500.00	
5	301A Two 53rd north Approach	42 Replace	Replace 42 10'	Replace 42 10'	Offset		\$ 1,000.00	
	ENGINEERING COST						\$ 3,500.00	
	Total						\$ 37,000.00	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

26

Improvement District No. BR-18-A1

Type: Main Avenue Street Reconstruction Update

Location: Main Ave – 2nd St to Univ Dr

Date of Hearing: 12/10/2018

Routing
City Commission
PWPEC File
Project File

Date
1/14/2019
X
Jeremy Gorden

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding the landscaping architecture plan.

The Committee discussed and provided feedback regarding the design. Public Works and Forestry have reviewed the plans and have provided SRF with feedback/changes desired on the plan as well. The discussion centered around the intensity of the landscaping and maintenance.

No motion was made.

RECOMMENDED MOTION

Update, receive, and file.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, NDDOT, Special Assessments, and City Utility Funds

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

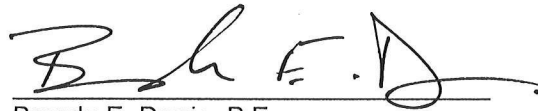
Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: December 6, 2018

Re: Main Avenue Street Reconstruction Update – Landscaping Architecture Focus
City of Fargo Improvement District No. BR-18-A1
Main Avenue – 2nd Street to Broadway

Staff has been working diligently on the Main Avenue design since August, coordinating with the NDDOT, SRF Consulting, and adjacent property owners. Final plans are due January 4, 2019 and the project is set to bid on March 9, 2019 in Bismarck. I wanted to update you on the landscaping architecture plan and hear from the Committee on the design so far. There is a significant amount of plantings at the roundabout intersection, which will require quite a bit of annual maintenance upon project completion. Public Works and Forestry have reviewed the plans and have provided SRF with feedback/changes desired on the plan, so the plans in front of you are not the final ones. This item is meant to be a discussion at this PWPEC meeting. It is not anticipated that this item will be moved on to the City Commission.

Recommended Motion:

None anticipated.

JMG/jmg
Attachment

KEY MAP LEGEND

UD-#

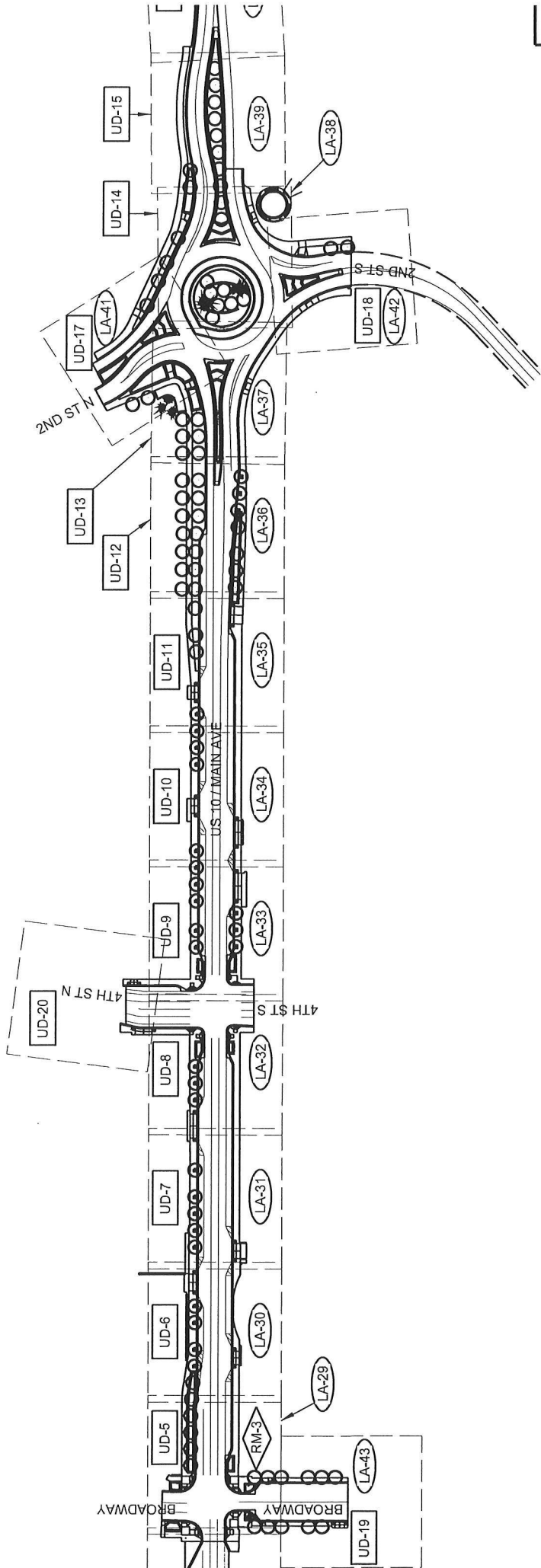
SEE URBAN DESIGN PLAN SHEET

LA-#

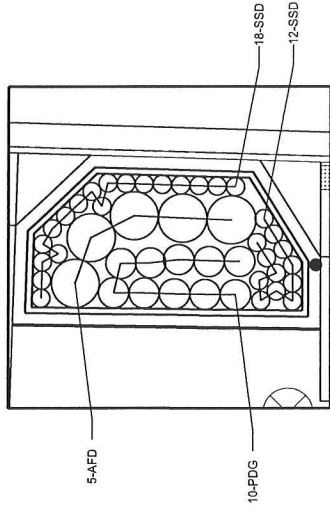
SEE LANDSCAPE PLAN SHEET

RM-#

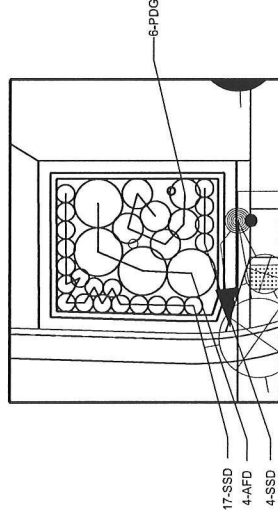
SEE LANDSCAPE AND URBAN DESIGN



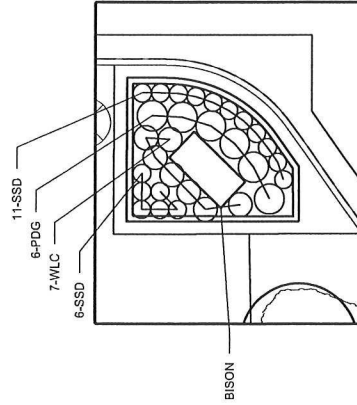
STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CPU-NHU-8-010(043)940	85	44



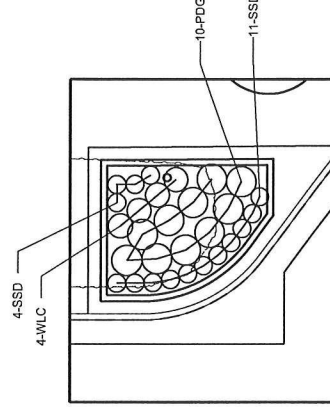
A Main Ave and Broadway - NW Corner
44



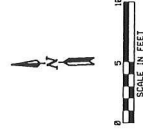
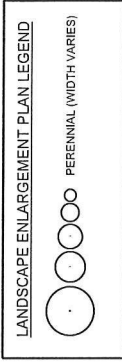
B Main Ave and Broadway - NE Corner
44



C Main Ave and Broadway - SW Corner
44



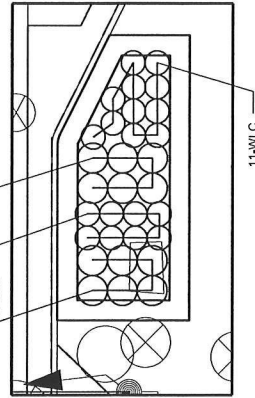
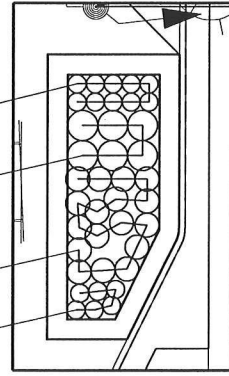
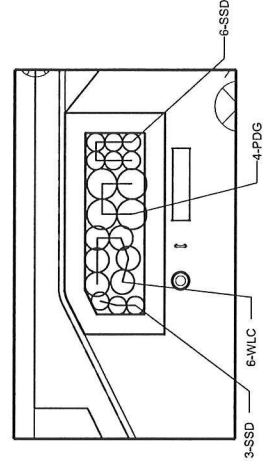
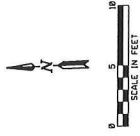
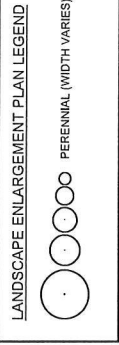
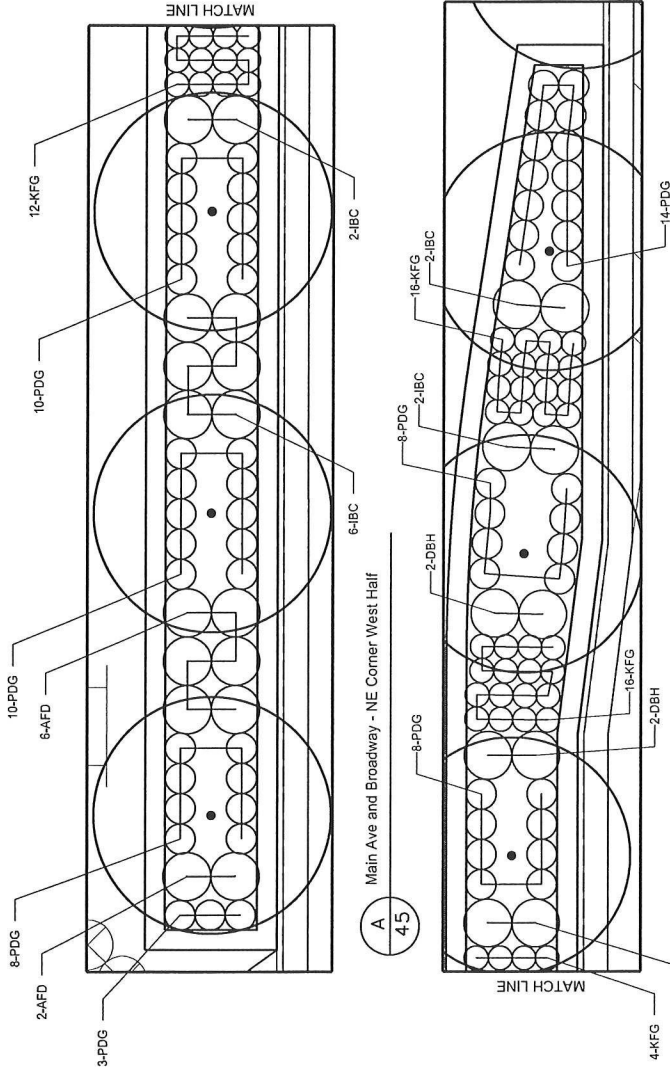
D Main Ave and Broadway - SE Corner
44



This document is preliminary and not for construction or implementation purposes.

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CPU-NHU-8-010(043)940	85	45



This document is preliminary and not for construction or implementation purposes.

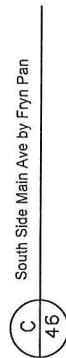
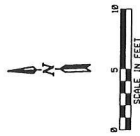
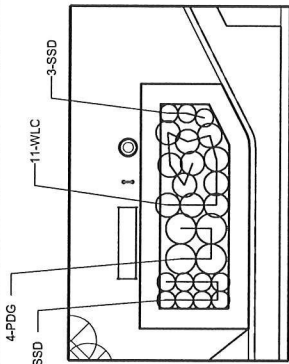
E Main Ave and 4th St - SW Corner 45

D Main Ave and 4th St - NW Corner 45

C Main Ave and Broadway - SE Corner 45

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

HEET NO.	46
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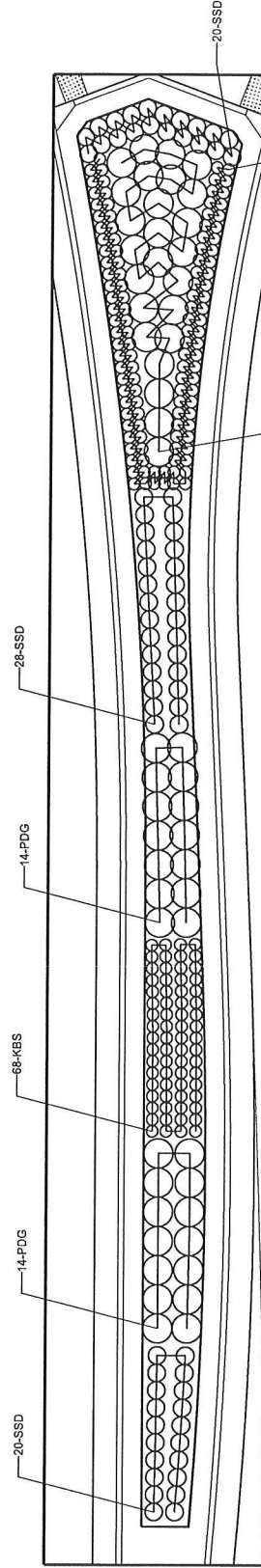


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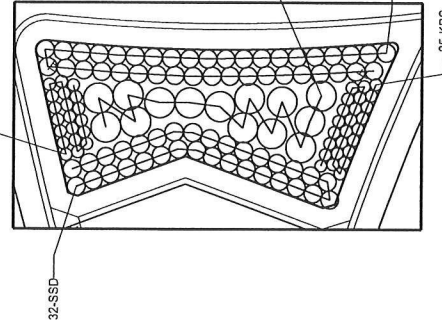
Landscape Planting Enlargement Plan

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
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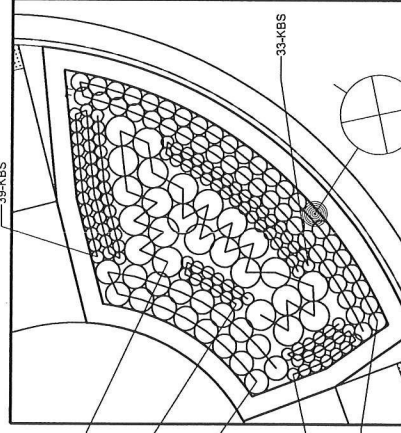
LANDSCAPE ENLARGEMENT PLAN LEGEND



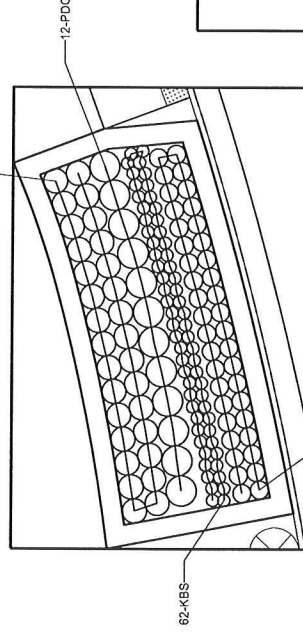
A 2nd St Roundabout - West Median
47



B 2nd St Roundabout - West Median
47



C 2nd St Roundabout - NW Corner
47

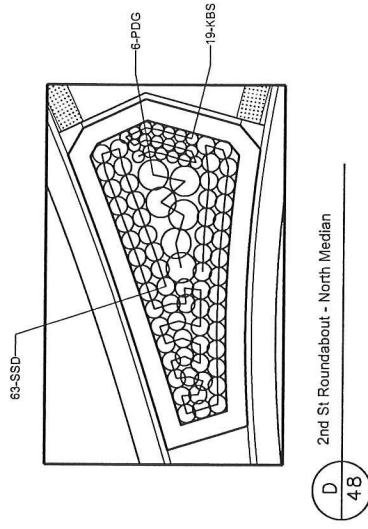
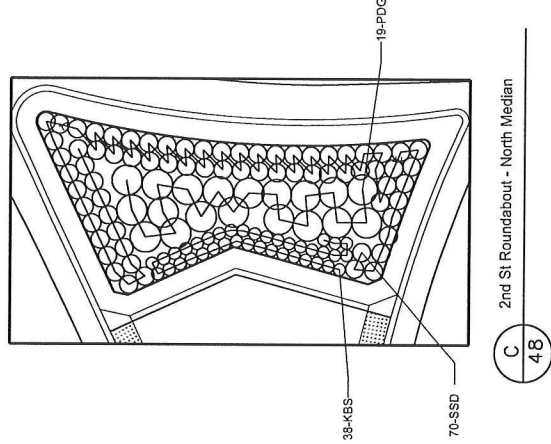
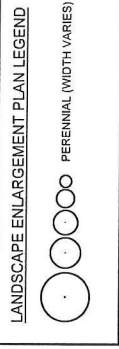


D 2nd St Roundabout - NW Corner
47

This document is preliminary and not for construction or implementation purposes.

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

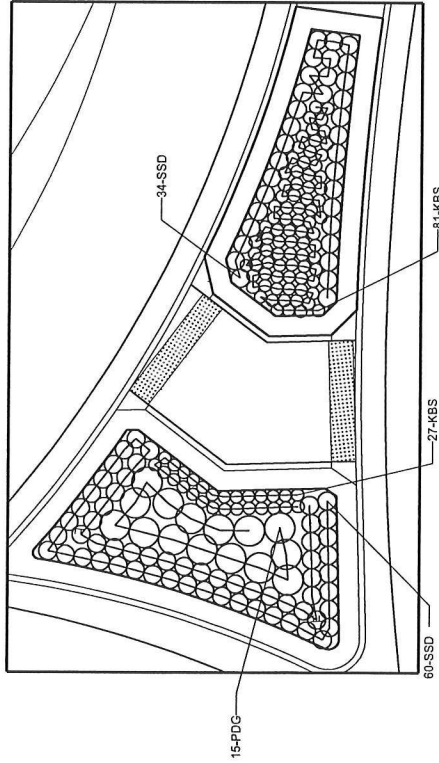
SHEET NO.	48
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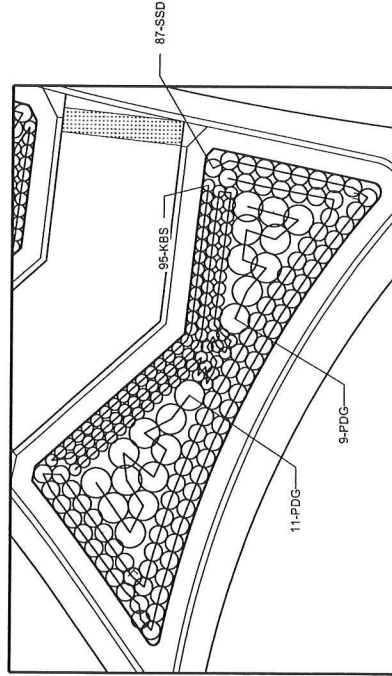
Landscape Planting Enlargement Plan

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CPU-NHL-8-010(043)940	85	49



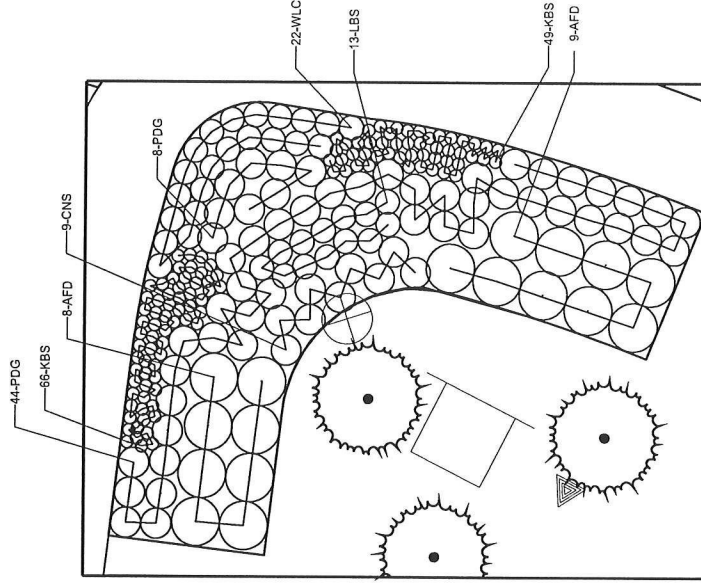
2nd St Roundabout - South Median

A 49



2nd St Roundabout - East Median

B 49



2nd St Roundabout - NW Corner

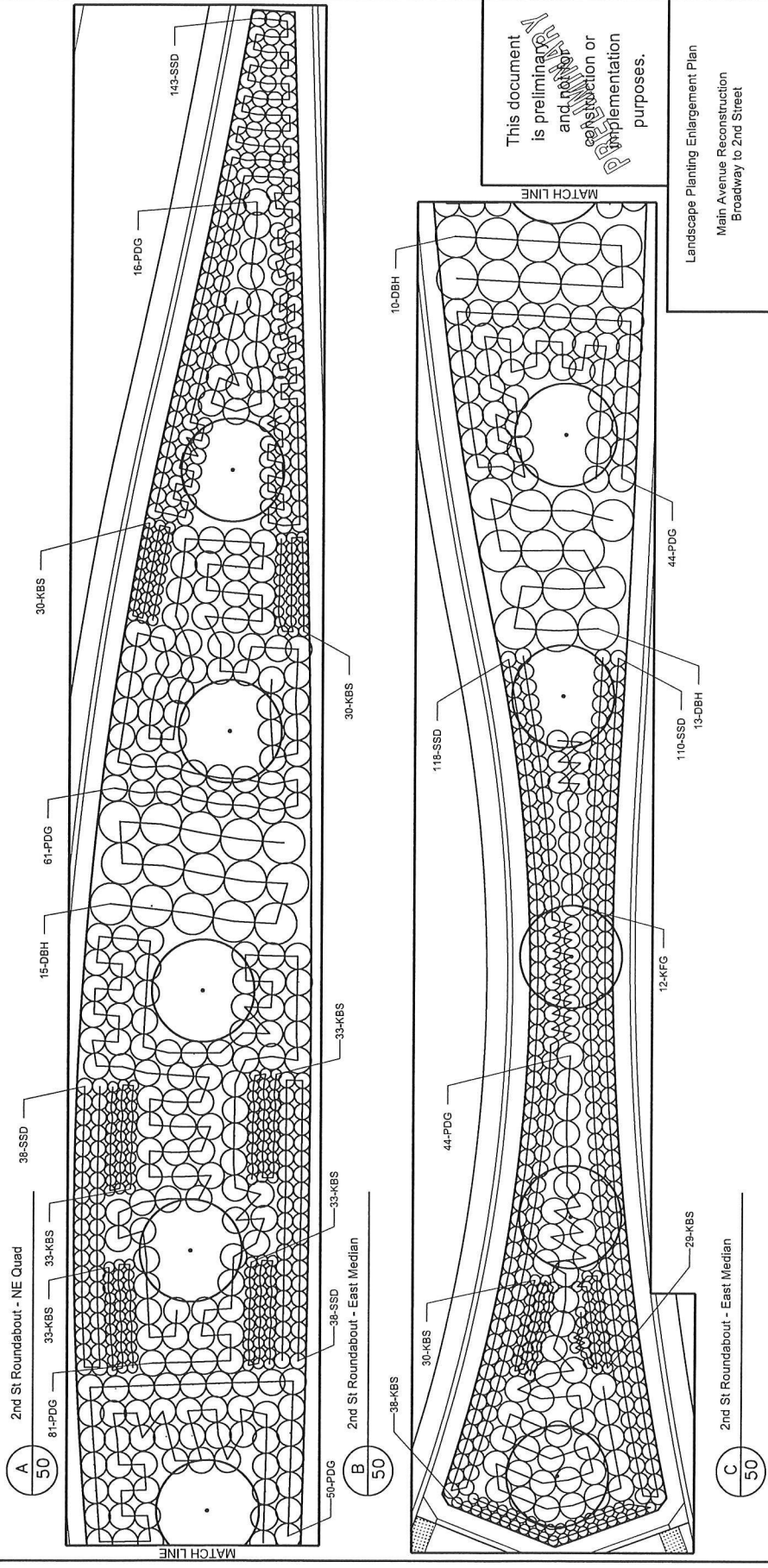
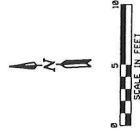
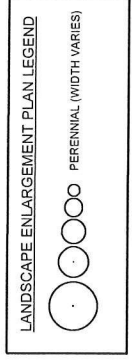
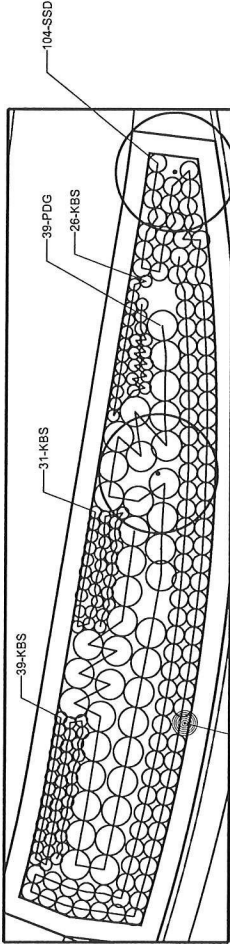
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This document is preliminary and not for construction or implementation purposes.

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

STATE	ND	PROJECT NO.	CPU-NHU-8-010(043)940	SECTION NO.	85	SHEET NO.	50



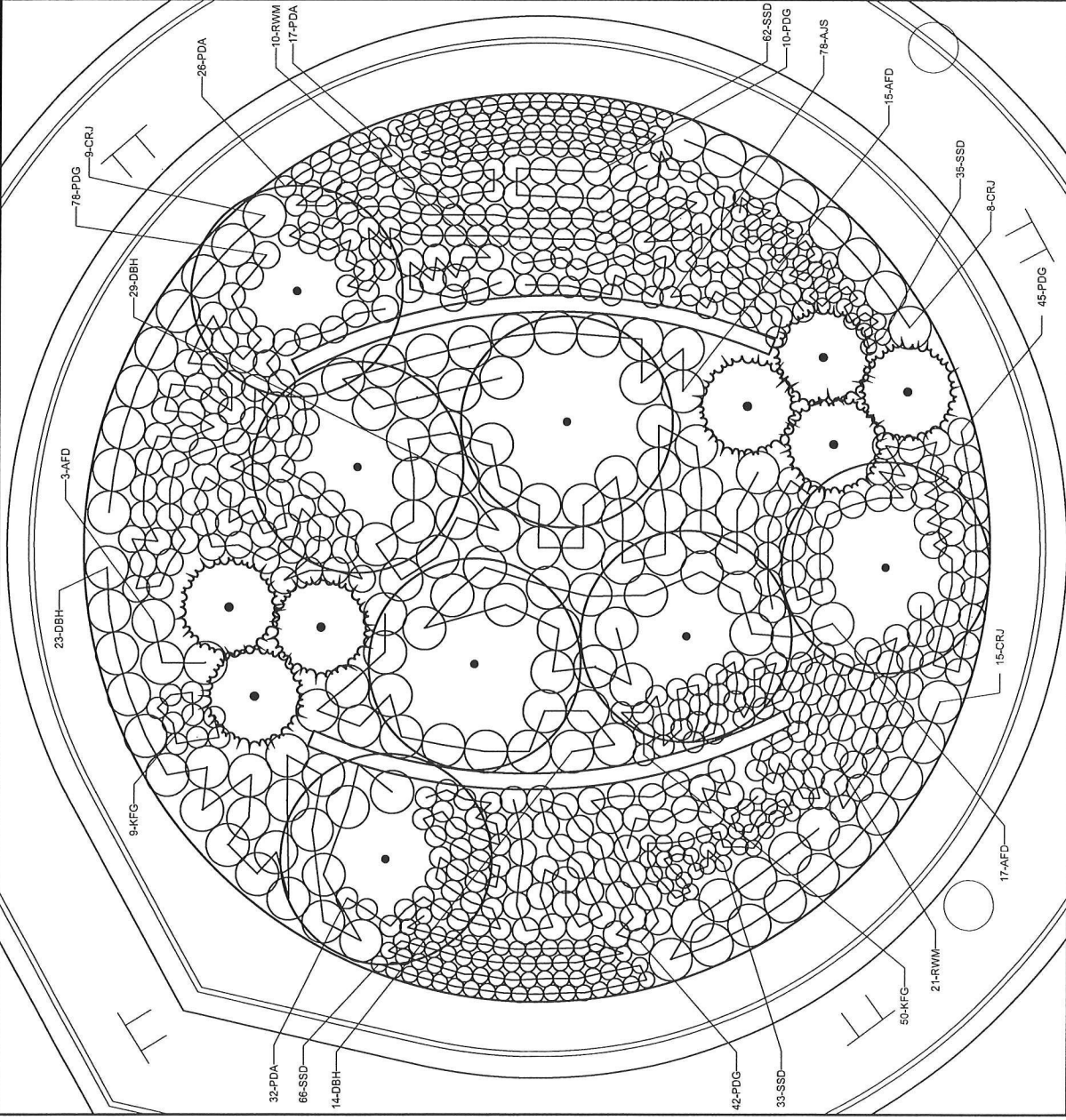
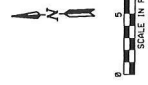
This document is preliminary and not for construction or implementation purposes.

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CPU-NHU-8-010(043)940	85	51

LANDSCAPE ENLARGEMENT PLAN LEGEND

○ ○ ○ ○ ○ PERENNIAL (WIDTH VARIES)



A
51
Main Ave. and 2nd St Roundabout - Center

This document is preliminary and not for construction or implementation purposes.

Landscape Planting Enlargement Plan
Main Avenue Reconstruction
Broadway to 2nd Street

STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CPU-NHLS-010(043)940	85	52

DECIDUOUS TREES (86)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
ACE	9	<i>Ulmus japonica x wilsoniana 'Morton'</i>	ACCOLADE ELM	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
ABM	16	<i>Acer x freemanii 'Jefferson'</i>	AUTUMN BLAZE MAPLE	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
BLI	10	<i>Tilia americana 'Boulevard'</i>	BOULEVARD LINDEN	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
CHA	17	<i>Celtis occidentalis</i>	COMMON HACKBERRY	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
PSQ	18	<i>Quercus x brimondorum 'Midwest'</i>	COMMON STATURE OAK	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
OAS	4	<i>Populus tremuloides</i>	QUAKING ASPEN	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER
SHL	12	<i>Gleditsia inaequalis var. inferna 'Skyline'</i>	SKYLINE HONEY LOCUST	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER

CONIFEROUS TREES (10)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
BHS	10	<i>Picea glauca 'Densata'</i>	BLACK HILLS SPRUCE	8" HT.	B&B	SINGLE STRAIGHT LEADER

ORNAMENTAL TREES (14)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
ABS	6	<i>Amelanchier 'Autumn Brilliance'</i>	AUTUMN BRILLIANCE SERVICEBERRY	8" HT.	CONT.	CLUMP MULTISTEM
PGP	8	<i>Pyrus ussuriensis 'MorDak'</i>	PRAIRIE GEM FLOWERING PEAR	1.5" CAL.	B&B	SINGLE STRAIGHT LEADER

DECIDUOUS SHRUBS (214)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
AFD	69	<i>Cornus sericea 'Farrow'</i>	ARCTIC FIRE RED-TWIG DOGWOOD	#2	CONT.	4" O.C.
DBH	127	<i>Dierilla laticarpa 'Copper'</i>	DWARF BUSH HONEYSUCKLE	#2	CONT.	4" O.C.
IBC	18	<i>Aronia melanocarpa 'Morton'</i>	IROQUOIS BEAUTY CHOKEBERRY	#2	CONT.	4" O.C.

CONIFEROUS SHRUBS (32)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
CAJ	32	<i>Juniperus horizontalis</i>	CREeping JUNIPER	#1	CONT.	4" O.C.

PERENNIALS AND ORNAMENTAL GRASSES (4551)						
SYMBOL	QTY	SPECIES	COMMON NAME	SIZE	ROOT	NOTES
AJS	78	<i>Sedum x 'Autumn Joy'</i>	AUTUMN JOY SEDUM	#1	CONT.	24" O.C.
CNS	9	<i>Panicum virgatum 'Cloud Nine'</i>	CLOUD NINE SWITCH GRASS	#1	CONT.	30" O.C.
GBS	16	<i>Rudbeckia fulgida 'Goldsturm'</i>	GOLDSTURM BLACK-EYED SUSAN	#1	CONT.	24" O.C.
KBS	1397	<i>Liatris spicata 'Kobold'</i>	KOBOLD BLAZINGSTAR	#1	CONT.	12" O.C.
KFG	123	<i>Calamagrostis x 'Karl Foerster'</i>	KARL FOERSTER GRASS	#1	CONT.	24" O.C.
PDA	75	<i>Aster novae-angliae 'Purple Dome'</i>	PURPLE DOME ASTER	#1	CONT.	24" O.C.
PDG	935	<i>Sporobolus heterolepis</i>	PRAIRIE DROPSEED GRASS	#1	CONT.	30" O.C.
RWM	31	<i>Monarda 'Raspberry Wine'</i>	RASPBERRY WINE MONARDA	#1	CONT.	30" O.C.
SSD	1703	<i>Hemerocallis 'Stella De Oro'</i>	STELLA DE ORO DAYLILY	#1	CONT.	18" O.C.
WLC	166	<i>Nepeta racemosa 'Walker's Low'</i>	WALKER'S LOW CATMINT	#1	CONT.	24" O.C.
YCF	18	<i>Ratibida pinnata</i>	YELLOW CONEFLOWER	#1	CONT.	24" O.C.

This document is preliminary and not for construction or implementation purposes.

Plant Schedule
Main Avenue Reconstruction
Broadway to 2nd Street

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

27

Improvement District No. BN-18-G1

Type: Change Order #2

Location: 33rd St & 40th Ave N

Date of Hearing: 1/7/2019

Routing	Date
City Commission	1/14/2019
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding Change Order #2 for additional costs associated with site grading, gatewell structure modifications, repairs to fencing at 4004 33 St N, repairs to storm sewer manhole #16, install of sediment control logs and extra storm sewer costs associated with lowering and rising of existing utilities to accommodate the new storm sewer pipe installation.

Staff is recommending approval of Change Order #2 in the amount of \$9,548.09, bringing the total contract amount to \$2,190,165.72.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 to Dakota Underground Co.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$9,548.09 to Dakota Underground Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
50% escrow deposit required

Yes	No
N/A	
N/A	
N/A	

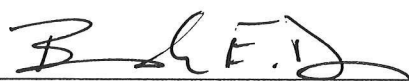
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Project Engineer
Date: January 2, 2019
Re: Improvement District #BN-18-G1 – Change Order # 2

Background:

Improvement District #BN-18-G1 is for the new construction of underground utilities, concrete paving and incidentals on 33th Street North and 40th Avenue North.

The attached Change Order #2, in the amount of \$9,548.09, includes all additional costs associated with site grading, gatewell structure modifications, repairs made to the fence on parcel 4004 33rd Street North's driveway, repair storm sewer manhole #16, install 98 linear feet of sediment control logs to prevent erosion and extra storm sewer costs associated with lowering and rising of existing utilities to accommodate the new storm sewer pipe installation.

This project is 100% Special Assessed.

Recommended Motion:

Approve Change Order #2 in the amount of \$9,548.09.

JTL/klo
Attachments

Improvement District No	BN-18-G1	Change Order No	2
Project Name	Storm Sewer, PC Concrete Paving & 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: Change Order # 2

Installed Gate Stops on Existing Fence into West Central Inc.

Installed new manhole steps into ST-16 to allow flatter in slopes on the new ditch

A single lock door hatch was originally ordered for manhole ST-6. This extra cost is for the up charge to 2 lock hatch doors as requested by the Street Department. Single lock hatches were specified in the plans and specifications.

After all of the final grading on the west side of 33rd street was completed it was realized that water was not draining off site on the north property line of 4004 33 Street North. Additional topsoil was placed in the low areas to solve the water runoff issue. 98 LF of bioroll was placed in the grading area to help with erosion.

During the installation of the storm sewer pipe an existing electrical power conduit was in conflict and required excessive work to raise the conduit to install the storm sewer pipe at planned elevation.

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	82	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	2,201.32	2,201.32 ✓
Paving Sub Total (\$)									2,201.32	
Storm Sewer	83	Extra - FloodControl	LS	0.00	0.00	0.00	1.00	1.00	1,593.15	1,593.15 ✓
	84	Repair Fence	LF	0.00	0.00	0.00	2.00	2.00	121.00	242.00 ✓
	85	Repair Manhole	EA	0.00	0.00	0.00	1.00	1.00	456.04	456.04 ✓
	86	Sediment Control Log 10" to 15" Dia	LF	0.00	0.00	0.00	1.00	1.00	425.81	425.81 ✓
	87	Extra - StormSewers	LS	0.00	0.00	0.00	1.00	1.00	4,629.77	4,629.77 ✓
Storm Sewer Sub Total (\$)									7,346.77	

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

9,548.09

Previous Change Orders (\$)

28,979.53

Original Contract Amount (\$)	2,151,638.10
Total Contract Amount (\$)	2,190,165.72

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
08/01/2018		0.00	0.00	08/01/2018	

Description

APPROVED

12/14/18

APPROVED DATE

For Contractor

[Signature]
Dakota Underground

Title

Project Manager

Department Head

Mayor

Attest

11/01/19

Invoice



Date: 10/06/2018
Invoice No.: 10725
Due Date: 11/05/2018
Project Manager Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo Engineering
Department
Attn: Jason Lenoard
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Regrade and Filled Ditch North of North Central (Completed 9/8/2018) <i>Site Grading</i>	\$2,201.32	\$2,201.32

Total Amt \$2,201.32
Balance Due \$2,201.32

Please pay from this invoice no statement will be sent. Thank You.

Date 9/8/18

Job # BN 18-G1 Description

Regrade and fill ditch North of North Central

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$83.25	2	\$166.50	Pickup	\$21.09	3	\$63.27
Nick Schreiner	\$45.00	3	\$135.00	Dump Truck	\$73.05	5	\$365.25
Chad Zeltinger	\$54.00	2	\$108.00	T770 Skidsteer	\$40.45	2	\$80.90
Brant Hagen	\$83.25	1	\$83.25				

subtotal \$492.75
 + 25% profit & overhead \$123.19
 Total Labor

Total Equipment \$509.42

\$615.94

Material/Subs	Cost	Qty	Amount
-			
-			
-			
-			
-			
-			
-			
-			
-			

subtotal \$0.00

+ 25% profit & overhead \$0.00

Total Material \$0.00

Total \$1,125.36

Date 9/10/18

Job # BN 18-G1 Description

Regrade and fill ditch North of North Central

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Nick Schreiner	\$45.00	3	\$135.00	Pickup	\$21.09	3	\$63.27
Andy Brandvold	\$67.50	3	\$202.50	Dump Truck	\$73.05	3	\$219.15
			\$0.00	T770 Skidsteer	\$40.45	3	\$121.35
			\$0.00				

subtotal	\$337.50	Total Equipment	\$403.77
+ 25% profit & overhead	\$84.38		
Total Labor			\$421.88

Material/Subs	Cost	Qty	Amount
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			
subtotal			\$0.00
+ 25% profit & overhead			\$0.00
Total Material			\$0.00
Total			\$825.65

Date 9/6/18

Job # BN 18-G1 Description

Regrade and fill ditch North of North Central

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$83.25	2	\$166.50	Pickup	\$21.09	2	\$42.18
			\$0.00				

subtotal	\$166.50	Total Equipment	\$42.18
+ 25% profit & overhead	\$41.63		
Total Labor			\$208.13

Material/Subs	Cost	Qty	Amount
-			
-			
-			
-			
-			
-			
-			
-			
-			
-			

subtotal	\$0.00
+ 25% profit & overhead	\$0.00
Total Material	\$0.00
Total	\$250.31



Halliday Products, Inc.
6401 Edgewater Dr
Orlando, FL 32810
P: 407-298-4470 F: 407-298-4534
Sales@HallidayProducts.com

Price Quotation Number

Page 1/1

Q0077091

Date: 04/11/2018

PRICING VALID FOR 90 DAYS

Printed by: Aaron 04/11/18 11:52

Customer: FER3782

FERGUSON WATERWORKS

PO BOX 9406

HAMPTON, VA 23670-0406

US

Quoted : BRIAN THOMPSON

Phone: (701) 293-5511

Email:

Payment Terms:

NET 30 - EMAIL

Ship Method:

ODFL

Halliday Products Salesperson:

AARON DORRIS

Production Time:

3 WKS ARO

Freight Estimated To:

FERGUSON WATERWORKS -2516

1917 1ST AVE N

FARGO, ND 58102

Job Tag / Reference:

Qty	Item Number	Description	Unit Price	Net Price
2	W1S ACCESS F&C	036072GBDP----- The above aluminum access cover(s) to have channel frame, 1 1/2" drain coupling, T316 s.stl. hardware, hold open arm, spring assist, slam lock, padlock bar, odor reduction gasket, bituminous coating, lockable-hinged protective grating panel and 300 psf load rating. The grating panel is powder coated the color "safety orange". Note: Safety chains not available with grating option.	1,366.00	2,732.00
2	MISC ITEM	RESTOCK FEE FOR W2S096036GBDP		

(1,141.00) 2,282.00
- 400

Single Leaf hatches cheaper; net change = Per Lyle

Extra - Flood Control

\$ 741 net difference
x 2 on original order
Pr
\$ 1482
+ TAX
\$ 1593.15 TOTAL
up-charge

Any and all prior or subsequent negotiations, documents and agreements between the parties hereto are superseded by the terms set forth in this Price Quotation.

Subtotal	5,014.00
(FL - ONLY) EXEMPT	0.00
Estimated Freight	600.00
TOTAL	\$5,614.00

Please see www.HallidayProducts.com for O & M Manuals and Limited Product Warranties

5900 w/ Freight

Invoice



Date: 12/03/2018
Invoice No.: 10794
Due Date: 01/02/2019
Project Manager: Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo Engineering
Department
Attn: Jason Lenoard
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Install Gate Hold Backs on Existing Gate <i>Repair Fence</i>	\$242.00	\$242.00

Total Amt \$242.00
Balance Due \$242.00

Please pay from this invoice no statement will be sent. Thank You.

Dakota Fence®

1110 25th Ave N * PO Box 1408 * Fargo, ND 58107-1408

800-726-4064 * Office: 701-237-6181 * Fax: 701-293-7811

Email: sales@dakotafence.com * Website: www.dakotafence.com

Customer ID:101103

To: Dakota Underground
4001 15th AVE NW
Fargo, ND 58102

Invoice #: 106966

Date: 11/29/18

Application #: 1

Description: INSTALL HOLDBACKS

Contract : 1810DF1780 Dakota Underground--T&M Install Gate
Holdbacks

Invoice Due Date: 11/29/18

Payment Terms: Due Upon Receipt

Contract Item	Contract Amount	% Complete	Total To Date
1 Install gate hold backs on existing gate	220.00	100.00%	220.00
	<u>220.00</u>		<u>220.00</u>
		GC Markup @ 10% = 22.00	
			<u>\$242.00</u>
<p>When you provide a check as a payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call:701.237.6181</p>			
Total To Date:			220.00
Plus Sales Tax:			0.00
Less Retainage:			0.00
Less Previous Applications:			0.00
Total Due This Invoice:			220.00

Invoice



Date: 09/08/2018
Invoice No.: 10715
Due Date: 10/08/2018
Project Manager: Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo Engineering
Department
Attn: Jason Lenoard
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Added Steps to MH 16 (Completed 8/24/2018) <i>Repair Manhole</i>	\$456.04	\$456.04

Total Amt \$456.04
Balance Due \$456.04

Please pay from this invoice no statement will be sent. Thank You.

Date 8/24/18

Job # BN 18-G1 Description

Added steps to MH 16

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$83.25	1.5	\$124.88	Pickup	\$21.09	1.5	\$31.64
Billy Wolfe	\$60.75	1.5	\$91.13				

subtotal	\$216.00	Total Equipment	\$31.64
+ 25% profit & overhead	\$54.00		
Total Labor			\$270.00

	Material/Subs	Cost	Qty	Amount
- Steps		\$15.44	8	\$123.52
-				
-				
-				
-				
-				
-				
-				
-				

subtotal	\$123.52
+ 25% profit & overhead	\$30.88
Total Material	\$154.40
Total	\$456.04

Invoice



Date: 12/03/2018
Invoice No.: 10796
Due Date: 01/02/2019
Project Manager Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo Engineering
Department
Attn: Jason Lenoard
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: 98LF of Bioroll for Regarded Ditch by West Central Ag (End of September/Early October) <i>Sediment control Log</i>	\$425.81	\$425.81

Total Amt \$425.81
Balance Due \$425.81

Please pay from this invoice no statement will be sent. Thank You.



**Commercial
Landscape Contractors**

825 Hwy 75 North, Moorhead, MN 56560 (P) 218-284-8873 (F) 218-236-0443

INVOICE

Bill To:

DAKOTA UNDERGROUND
4001 15TH AVE NW
FARGO, ND 58102

Invoice Number: 18023

Invoice Date: May 14, 2018

Payment Terms	
DUE UPON RECEIPT	

HCI JOB #	Description	Amount
8009	IMP DIST NO. BN-18-G1; 33RD ST N; FARGO, ND	547.23
8009	MULCHING TYPE 1-HYDRO: 1887 SY @ \$.29	157.25
	SEEDING TYPE B: 629 SY @ \$.25	
	CHANGE ORDER	387.10
8009	BIOROLL 12": 98 LF @ \$3.95	
		LC Markup 10% = 38.71
		<u>425.81</u>
Subtotal		1,091.58
Sales Tax		
Total Invoice Amount		1,091.58
Payment/Credit Applied		
TOTAL		\$ 1,091.58

Check/Credit Memo No:

THANK YOU FOR YOUR BUSINESS!

Invoice



Date: 06/27/2018
Invoice No.: 10667
Due Date: 07/27/2018
Project Manager: Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Raise Power Conduits to Install 54" Storm Sewer (Completed 5/21/2018) <i>Extra - Storm Sewer</i> <i>⇒ Pay in Full</i>	\$2,107.96	\$2,107.96

Total Amt \$2,107.96
Balance Due \$2,107.96

Please pay from this invoice no statement will be sent. Thank You.

Date 5/21/18

Job # BN 18-G1 Description

Raise power ~~consults~~ to install 54" storm sewer*Conduits*

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$81.00	2	\$162.00	Cat 349 Excav	\$205.87	2	\$411.74
Billy Wolfe	\$58.50	2	\$117.00	Cat 966 Loader	\$102.54	2	\$205.08
Jace Ronglie	\$54.00	2	\$108.00	D6R Dozer	\$136.55	2	\$273.10
John Lafromboise	\$39.38	2	\$78.76	Cat 345 Excav	\$196.98	2	\$393.96
Jacob Westrick	\$38.25	2	\$76.50				
Adam Haskins	\$58.50	2	\$117.00				
subtotal			\$659.26	Total Equipment			\$1,283.88
+ 25% profit & overhead			\$164.82				
Total Labor							\$824.08

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			
-			
-			
-			
subtotal			\$0.00
+ 25% profit & overhead			\$0.00
Total Material			\$0.00
Total			\$2,107.96

Invoice



Date: 06/27/2018
Invoice No.: 10666
Due Date: 07/27/2018
Project Manager: Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Raise Power at STA 28+50 for 48" RCP (Completed 5/24/2018) Excavated 25' on Each side of Pipe Pay in full Extra- storm sewer	\$1,175.81	\$1,175.81

Total Amt \$1,175.81
Balance Due \$1,175.81

Please pay from this invoice no statement will be sent. Thank You.

Date 5/24/18

Job # BN 18-G1 Description

Raise power at STA 28 & 50 for 48" RCP

Employee	Rate	x Hours	Amount
Kurt Dwyer	\$81.00	1.5	\$121.50
Billy Wolfe	\$58.50	1.5	\$87.75
Jace Ronglie	\$54.00	1.5	\$81.00
John Lafromboise	\$39.38	1.5	\$59.07
Jacob Westrick	\$38.25	1.5	\$57.38
			\$0.00

Equipment	Rate	x Hours	Amount
Cat 349 Excav	\$205.87	1.5	\$308.81
Cat 966 Loader	\$102.54	1.5	\$153.81
D6R Dozer	\$136.55	1.5	\$204.83

subtotal	\$406.70
+ 25% profit & overhead	\$101.67
Total Labor	

Total Equipment	\$667.44
------------------------	----------

\$508.37

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00

subtotal	\$0.00
+ 25% profit & overhead	\$0.00

Total Material	\$0.00
-----------------------	--------

Total	\$1,175.81
--------------	-------------------

OVERDUE

Invoice



Date: 06/27/2018
Invoice No.: 10664
Due Date: 07/27/2018
Project Manager: Jared Heller

Dakota Underground Company
4001 15th Ave NW
Fargo ND, 58102
Phone: 701-282-9753
Fax: 701-282-0016

Bill To:
BN-18-G1
City of Fargo
200 3rd Street North

Qty	Item	Description	Unit Price	Total
1		Extra: Lower Power 18" for 30" RCP	\$1,794.66	\$1,794.66
1	Discount	Discount: Reduction to 1.5 Hours per Conversation with JL on 12/14/2018	-\$448.66	-\$448.66
<i>Extra - Storm Sewer</i>				

Total Amt \$1,346.00
Balance Due \$1,346.00

Please pay from this invoice no statement will be sent. Thank You.

Date 6/5/18

Job # BN 18-G1 Description Lower power 18" for 30" RCP

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
Kurt Dwyer	\$81.00	2 1.5	\$162.00	Cat 349 Excav	\$205.87	2 1.5	\$411.74
Billy Wolfe	\$58.50	2 1.5	\$117.00	Cat 966 Loader	\$102.54	2 1.5	\$205.08
Jace Ronglie	\$54.00	2 1.5	\$108.00	D6R Dozer	\$136.55	2 1.5	\$273.10
John Lafromboise	\$39.38	2 1.5	\$78.76	JD 310	\$40.33	2 1.5	\$80.66
Jacob Westrick	\$38.25	2 1.5	\$76.50				
Adam Haskins	\$58.50	2 1.5	\$117.00				

subtotal	\$659.26	Total Equipment	\$970.58
+ 25% profit & overhead	\$164.82		
Total Labor			\$824.08

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00
-			\$0.00

subtotal	\$0.00
+ 25% profit & overhead	\$0.00
Total Material	\$0.00

Total ~~\$1,794.66~~

~~17581~~

1345.99

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

128

Improvement District No. DN-18-A1

Type: Change Order #2

Location: Grayland 1st

Date of Hearing: 1/7/2019

<u>Routing</u>	<u>Date</u>
City Commission	1/14/2019
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #2 in the amount of \$86,199.00, bringing the total contract amount to \$1,508,552.50. The change order is for additional rip rap, topsoil removal, and additional nonwoven geotextile.

Staff is recommending approval of Change Order #2.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 in the amount of \$86,199.00.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$86,199.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds & Special Assessments

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

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

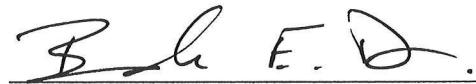
COMMITTEE

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

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

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM Civil Engineer II
Date: January 7, 2019 (REVISED)
Re: Improvement District #DN-18-A1 - Change Order #2
Drain Improvements and Incidentals

Background:

Improvement District No. DN-18-A1 was bid on September 5, 2018 with the bid awarded on September 13, 2018. The project began the week of September 24, 2018. The project documents identified a Final Completion Date for all cleanup and punch list items for September 1, 2019. Key Contracting, Inc. was awarded the project and subsequently given a notice to proceed. Change Order #1 increased the tree relocation cost due to a shortage of trees available for salvage within the project limits in the amount of \$3,120.00. Change Order #2 covers additional rip rap, topsoil (cattail) removal from the site, additional mobilization to install inlet rip rap while pond is dry, and additional nonwoven geotextile in the amount of \$86,199.00. The amounts are based upon the bid and Engineering recommends approval. This project is funded by Water Utility and Special Assessments.

Recommended Motion:

Approve Change Order #2 in the amount of \$86,199.00 to Key Contracting, Inc.

REK/klb
Attachment

C: Tom Knakmuhs
Jody Bertrand



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	DN-18-A1	Change Order No	2
Project Name	Drain Improvements & Incidentals		
Date Entered	12/26/2018	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: Add Rip Rap and Remove Cat tails

The detention pond for Grayland was shown to be excavated in part by the subdivision and the remainder by this project. The Grayland outfall into the pond could not be completed until excavation was complete. It was decided in the Drain 27 extension to excavate and haul off the muck/cat tails rather than try to re-use as topsoil.

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 Sewers	32	F&I Rip Rap Rock	CY	200.00	0.00	200.00	15.00	215.00	74.00	1,110.00
	67	Mobilization	LS	0.00	0.00	0.00	1.00	1.00	1,500.00	1,500.00
Excavation, Filling and Sub-grade Preparation	38	Topsoil - Strip & Spread	LS	1.00	0.00	1.00	-0.11	0.89	75,000.00	2,610.00
	40	Fill - Haul	CY	1,000.00	0.00	1,000.00	6,274.00	7,274.00	14.50	-8,250.00
										90,973.00
Geotextiles and Geogrids	41	F&I NonWoven Geotextile	SY	240.00	0.00	240.00	433.00	673.00	2.00	82,723.00
										866.00
										866.00

Summary

Source Of Funding

Special Assessments, Utility Funds - Water - 501

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

86,199.00
3,120.00
1,419,233.50
1,508,552.50

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

CONTRACT TIME



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
07/15/2019	09/01/2019	0.00	0.00	07/15/2019	09/01/2019

Description

APPROVED

For Contractor

Title

Cheryl Brundinger
1-7-19
Office Mgr

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
1/10/19

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

29

Improvement District No. MS-17-A0 (PN-19-B)

Type: Contract Amendment #4

Location: 52 Ave S – 45 St to Sheyenne St

Date of Hearing: 1/7/2019

<u>Routing</u>	<u>Date</u>
City Commission	1/14/2019
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to a Contract Amendment submitted by Houston Engineering in the amount of \$8,000.00, bringing the total contract amount to \$1,121,059.99. The additional costs are for the re-bid design services and potential borrow site.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Contract Amendment #4.

RECOMMENDED MOTION

Approve Contract Amendment #4 to Houston Engineering in the amount of \$8,000.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax Funds & Special Assessments

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

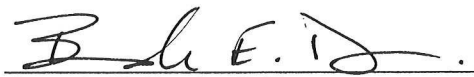
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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Steve Dirksen, Fire Chief
Bruce Grubb, City Administrator
Ben Dow, Director of Operations
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Present	Yes	No	Unanimous
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ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM
Engineer II-Storm Water/Flood Plain

Date: December 31, 2018

Subject: Request to Approve Contract Amendment #4 with Houston Engineering for Phase I re-bid Design Services,
City of Fargo Project No. MS-17-A0
52nd Ave S – 45th St to Sheyenne St (Phase I 45th St to just west of 63rd St)

We have attached Contract Amendment (CA) #4 with Houston Engineering for design services associated with this important street improvement project that was bid in November and is scheduled to be re-bid January 11, 2018. The amendment is for **\$8,000.00**. This covers plan revisions incorporating previous addendums and to do the clearance process for a potential borrow site being considered by the City that could reduce the overall cost of the project if the land is secured.

We support approval of this scope of services and associated fee. The funding source for this work will be a combination of Special Assessments and Sales Tax Funds.

The value of the Metro COG contract is \$149,463.76 (119,571.01 Federal/29,892.75 City), and the current value of the City of Fargo contract with Houston is \$151,565.63 for the environmental document, plus CA #1 for the original design scope at \$596,860.00, plus CA #2 for appraisal services at \$11,114.00 plus CA #3 at \$353,520.36, plus CA #4 for \$8,000.00.

Recommended Motion:

Approval of Contract Amendment #4 in the amount of **\$8,000.00** from Houston Engineering to provide the re-bid design services for Phase I project SU-8-984(164), reconstruction of 52nd Ave from 45th St to just west of 63rd St. This will bring the value of the Contract to \$1,121,059.99.

Attachment



PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 4

- Project:** HEI Cost Proposal Amendment 1 52nd Ave S
HE Project No. 6059-145
- Client:** City of Fargo
200 North 3rd Street
Fargo, ND 58102
Attn: Jeremy Gorden
- Location
of Project:** City of Fargo, Cass County, North Dakota
- Description
of Work:** Additional work was required as noted below in the following tasks.
- Fee:** The total estimated fee for the above described tasks is \$8,000 as summarized in Attachment 1.
- Conditions:** Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Jeremy Gorden
January 3, 2019
Page 2

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: Assistant City Engineer

Date: 1/10/19

Proposal: Houston Engineering, Inc.

Signature: _____

Title: VICE PRESIDENT

Date: JAN 3, 2019

Jeremy Gorden
January 3, 2019
Page 3

13.0 Out of Scope Work

- 13.1 Rebid Project due to bids being rejected due to non-conformance with DBE requirements.

The NDDOT rejected the apparent low bidder due to lack of Good Faith Efforts. Project is slated to be rebid in January. Additional work included changing the bid package to allow for rebidding as well as incorporating all previous addendums to be part of the original bid package.

Est. Cost: \$5,800.00

- 13.2 Addendum to January bid package to include changes and also complete possible use of borrow site next to project.

Worked to submit potential borrow site to NDDOT to get it cleared culturally and environmentally by the NDDOT for use on the site. Performed preliminary meetings with City to determine possible use, but ultimately wasn't included in bid package due to potential of City not owning prior to bid date.

Est. Cost: \$2,200.00