FARGO CITY COMMISSION AGENDA
Wednesday, January 2, 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, December 17, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. Receive and file 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. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 7-0302 of Article 7-03 of Chapter 7 of the Fargo Municipal Code Relating to the Fire Department.

3. 1st reading of the following Ordinances:
   a. Amending Section 8-0305 and Enacting Section 8-0323 of Article 8-03 of Chapter 8 of the Fargo Municipal Code Relating to Regulations Governing Operators.
   b. Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Penalties for Non-Criminal Violations.

4. Applications for property tax exemptions for improvements made to buildings:
   a. Steven T. and Eileen A. Carroll, 43 18th Avenue North (5 year).
   b. Vicki A. Fredrikson, 1551 32nd Street South, Unit 201E (3 year).
   c. James L. Alsop, 1607 8th Street South (5 year).
   d. Joel D. Swanson, 617 9th Avenue North (5 year).
   e. Eric K. Johnson, 3713 12th Street South (5 year).
   f. Dennis and Beverly Sumwalt, 14401 Broadway North Unit 103 (5 year).
   g. Jeffrey E. and Michelle Vanyo, 1514 14th Avenue South (5 year).
   h. Jason J. and Angela J. Lech, 2609 34th Avenue South (3 year).
   i. Joshua A. Boschee, 517 1st Street North (5 year).
   j. AHWA Realty LLC, 3301 13th Avenue South (5 year).
   k. Paula J. Sebelius and Scott M. Hekman, 324 22nd Street South (5 year).
   l. Douglas Anderson, 209 Linden Avenue (5 year).
   m. Michael P. and Casinda Langseth, 2402 33rd Avenue South (3 year).
   n. David M. and Renee L. Olson, 2824 38th Avenue South (3 year).
   o. Cynthia L. Crary Trust, 4110 18th Street South (3 year).
   p. Jeanette Rehkamp, 1409 9th Street South (5 year).

5. Receive and file complaint filed by Scot Kelsh in U.S. District Court District of North Dakota Eastern Division.

6. Applications for Games of Chance:
   a. El Zagal 57 Director's Staff for a raffle on 9/21/19.
   b. The Outdoor Adventure Foundation for a raffle and raffle board on 3/17/19.
   c. Red River Fraternal Order of Police Lodge No. 1 for a raffle board on 1/19/19.
   d. Atonement Lutheran Church for a raffle on 2/7/19.

7. Resolution Authorizing Officers to Make Deposits and Withdrawals and approval of the designated depositories.

8. Purchase Agreement for property located at 173 South Woodcrest Drive North in the amount of $762,000.00.

9. Purchase of Service Agreement with Cass County Social Services for in-home services.

10. Amendments to the Community Development Block Grant (CBDG) 5-Year Consolidated Plan and Annual Action Plan.

11. Purchase one aerial lift truck from ABM Truck Equipment in the amount of $115,950.00 (RFP18352).

12. Agreements for Tree and Stump Removal Services – 2019 with Cougar Tree Care, Inc. (RFP181090) and Landscape Maintenance Services – 2019 with All-Terrain Grounds Maintenance (RFP17025).

13. Purchase one negotiations truck from Herr Display Vans in the amount of $159,965.00 (RFP18311).

14. Negative Final Balancing Change Order No. 2 in the amount of -$85.10 for Project No. TM-18-A1.

15. Bid award for lime chemical for the Water Treatment Plant for 2019.

16. Contract and bond (mechanical) for Project No. WW1701.

17. Bills.

18. Memorandum of Offer to Landowner for Temporary Easement across a portion of City-owned property at 501 Main Avenue for Improvement District No. BR-18-A.

19. Memorandum of Offer to Landowner for Temporary Easement across a portion of City-owned property at 1 2nd Street North for Improvement District No. BR-18-A.

20. Access Agreement and Easement, and Memorandum of Offer to Landowner with Lake Agassiz Regional Development Corporation for Improvement District No. BR-18-A.

21. Amended Engineer's Report for Improvement District No. BN-19-A.

**REGULAR AGENDA:**

22. Ground Transportation Center (GTC) Capital Improvements Presentation and recommendation to approve the North Dakota Department of Transportation Section 5339 Transit Grant Agreement; action delayed from the 12/17/18 Regular Meeting.

23. Application for Abatement or Refund of Taxes #4478 submitted by Mike and Linda Bergh for property at 6568 Christianson Parkway South requesting that the valuation for 2018 be reduced from $539,800.00 to $525,576.00.

24. Public Hearings - 5:15 pm:

    a. Zoning Change from SR-4, Single-Dwelling Residential and GC, General Commercial to GC, General Commercial in Egbert, O'Neil and Haggart's Subdivision (404 25th Street South); approval recommended by the Planning Commission on 12/4/18:
        1. 1st reading of rezoning Ordinance.

    b. Hearing on a dangerous building located at 703 10th Avenue North; continued from the 12/3/18 Regular Meeting.

    c. 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.

    d. Application filed by Touchmark at Harwood Groves, LLC d/b/a Touchmark for a Class "F" Alcoholic Beverage License at 1200 Harwood Drive South.

25. Recommendation to reappoint Dean Bresciani to the Renaissance Zone Authority.

26. State Water Commission request for Cost Reimbursement for FM Diversion Flood Project costs in the amount of $255,691.15.

27. Update on FM Area Diversion Project.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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 purpose; 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 2-0203 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby amended to read as follows:

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

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:

(2.)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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

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provided, however, that such list shall not exceed ~~thirty~~ fifteen (~~30~~15) 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:

(3a)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

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

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

revoked, suspended, or altered.

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

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

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

Section 2. Enactment.

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

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

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:

3b

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

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

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

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

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

Section 2. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

49

December 14, 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 43 18 Ave. N as submitted by Steven T. & Eileen A. Carroll. 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 $35.

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 Steven & Eileen Carroll Phone No. 701-715-5133
2. Address of Property 43 18 Ave N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lt 19, Replat of 4 thru 19, Block 3, McDermotts
4. Parcel Number 01-1890-00480-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New siding
7. Building Permit No. 181308 8. Year Built 1961
9. Date of Commencement of making the improvement August 2018
10. Estimated market value of property before improvement $ 286400
11. Cost of making the improvement (all labor, material and overhead) $ 18,000
12. Estimated market value of property after improvement $ 301,400

**Applicant's Certification and Signature**

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

    Applicant's Signature Steven & Eileen Carroll Date 12-11-18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/12/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4b

December 14, 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 1551 32 St. S Unit 201E as submitted by Vicki A. Fredrikson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $405 with the City of Fargo's share being $70.

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 Vicki Fredrikson Phone No. _____
2. Address of Property 1551 32 St. S. Unit 201E
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____
   Lts. 7 & 8 Blk 3 Hub Addition
4. Parcel Number 01-1390-00300-060 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1551 32 St. S. Unit 201E
   City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Bathrooms Remodel; New flooring throughout; Kitchen Remodel. Electrical, plumbing
7. Building Permit No. 180106 8. Year Built 1984
9. Date of Commencement of making the improvement May 30, 2018
10. Estimated market value of property before improvement $ 241,900
11. Cost of making the improvement (all labor, material and overhead) $ 100,000
12. Estimated market value of property after improvement $ 273,000

**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 Vicki Fredrikson Date 12/13/18

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has ☒ has not ☐ met the qualifications for exemption for the following reason(s): 3 YEARS FOR QUALIFYING WORK
    Assessor's Signature _____ Date 12/17/18

**Action of Governing Body**

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

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4c

December 14, 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 1607 8 St. S as submitted by James L. Alsop. 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 $275 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

**North Dakota Century Code ch. 57-02.2**

(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner JAMES ALSOP Phone No. _____
2. Address of Property 1607 8 ST S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____

   PT LT 2 & 3 BLK 4 LEWIS ADDITION
4. Parcel Number 01-1720-00310-000 Residential ■ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1607 8 ST S

   City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). new basement floor new drainage add bathroom
7. Building Permit No. 171296 8. Year Built 1931
9. Date of Commencement of making the improvement 4/18
10. Estimated market value of property before improvement $ 239,500
11. Cost of making the improvement (all labor, material and overhead) $ +/- 40,000
12. Estimated market value of property after improvement $ 260,800

**Applicant's Certification and Signature**

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

    Applicant's Signature _____ Date 12/11/18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/17/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

ASSESSMENT DEPARTMENT

4d

December 13, 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 617 9 Ave. N as submitted by Joel D. Swanson. 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 $175 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 Joel Swanson Phone No. 701 371-7152
2. Address of Property 617 9 Ave N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Lt 12, blk 15, Douglas
4. Parcel Number 01-0620-00070-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Replace plaster with sheetrock on mn lvl, replace cabinets/flooring, remodel bath, replace kitchen window
7. Building Permit No. 180185 8. Year Built 1928
9. Date of Commencement of making the improvement February 2018
10. Estimated market value of property before improvement $ 145,800
11. Cost of making the improvement (all labor, material and overhead) $ ~~24,000~~ @ 34,007.00
12. Estimated market value of property after improvement $ 159,300

**Applicant's Certification and Signature**

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

    Applicant's Signature _____ Date 12-7-18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/14/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4e

December 13, 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 3713 12 St. S as submitted by Eric K. Johnson. 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 Eric Johnson Phone No. 701-490-2296
2. Address of Property 3713 12 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 4, Burritt-Kennedy
4. Parcel Number 01-0290-00240-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Reside dwelling
7. Building Permit No. 181467 8. Year Built 1976
9. Date of Commencement of making the improvement August 2018
10. Estimated market value of property before improvement $ 218,100
11. Cost of making the improvement (all labor, material and overhead) $ 7,500
12. Estimated market value of property after improvement $ 228,200

**Applicant's Certification and Signature**

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

    Applicant's Signature [signature] Date 12-9-18

**Assessor's Determination**

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

    Assessor's Signature [signature] Date 12/14/18

**Action of Governing Body**

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF
Fargo

ASSESSMENT DEPARTMENT

4f

December 13, 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 1441 Broadway N Unit 103 as submitted by Dennis & Beverly Sumwalt. 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 $40 with the City of Fargo's share being $5.

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 Dennis & Beverly Sumwalt Phone No. 619-548-4865
2. Address of Property 1441 Broadway N Unit 103

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. S 1/2 of Lt 3, All of 4 & 5 & N 50' of Lt 6, Blk 1, Broadmoor Condo, Townhouse B-8, James Holes Addition
4. Parcel Number 01-1370-00020-080 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 19 8 St S Ste 103

   City Fargo State ND Zip Code 58103-1804

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New flooring & master bath remodel
7. Building Permit No. 181295 8. Year Built 1973
9. Date of Commencement of making the improvement August 2018
10. Estimated market value of property before improvement $ 123,800
11. Cost of making the improvement (all labor, material and overhead) $ 6,000
12. Estimated market value of property after improvement $ 127,000

**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 [signature] Date 12/6/2018

**Assessor's Determination**

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

    Assessor's Signature [signature] Date 12/14/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4g

December 17, 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 1514 14 Ave. S as submitted by Jeffrey E. & Michelle Vanyo. 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 $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 JEFFREY & MICHELLE VANYO Phone No. _____
2. Address of Property 1514 14 AVE S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. _____

   LT 26 BLK 10 MORTON & DOTYS ADDN
4. Parcel Number 01-2040-02600-000 Residential ■ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1514 14 AVE S

   City FARGO State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). KITCHEN REMODEL INCL NEW FLOORING, CABINETS & COUNTERTOPS
7. Building Permit No. 179020 8. Year Built 1969
9. Date of Commencement of making the improvement 11/2017
10. Estimated market value of property before improvement $ 164,300
11. Cost of making the improvement (all labor, material and overhead) $ 20,000
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 Michelle R Vanyo Date 12/11/18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/18/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4h

December 17, 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 2609 34 Ave. S as submitted by Jason J. & Angela J. Lech. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $65 with the City of Fargo's share being $10.

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 Jason + Angela Lech Phone No. 701/388-
2. Address of Property 2609 34th Ave. S.

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

   Lot 16 + E 5ft of 15 Block 1 Parks 1st
4. Parcel Number 01-2281-00160-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen Remodel
7. Building Permit No. 180871 8. Year Built 1986
9. Date of Commencement of making the improvement 6/12/18
10. Estimated market value of property before improvement $ 237,000
11. Cost of making the improvement (all labor, material and overhead) $ 51,000
12. Estimated market value of property after improvement $ 242,000

**Applicant's Certification and Signature**

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

X Applicant's Signature [signature] X Date 12/4/2018

**Assessor's Determination**

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

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

**Action of Governing Body**

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4i

December 17, 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 517 1 St. N as submitted by Joshua A. Boschee. 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 $135 with the City of Fargo's share being $25.

Sincerely,

Ben Hushka

Ben Hushka
City Assessor

hah
attachment

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

**North Dakota Century Code ch. 57-02.2**

(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner Joshua Boschee Phone No. 701 367 3573
2. Address of Property 517 1 St N

   City FARGO State ND Zip Code 8102
3. Legal description of the property for which the exemption is being claimed. Lt 9, Blk 29, Keeney & Devitts 2nd
4. Parcel Number 01-1540-01970-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish lower level
7. Building Permit No. 172456 8. Year Built 1914
9. Date of Commencement of making the improvement January 2018
10. Estimated market value of property before improvement $ 132,500
11. Cost of making the improvement (all labor, material and overhead) $ 6,000
12. Estimated market value of property after improvement $ 143,100

**Applicant's Certification and Signature**

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

    Applicant's Signature Joshua Boschee Date 12-14-18

**Assessor's Determination**

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

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

**Action of Governing Body**

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4j

December 18, 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 3301 13 Ave. S as submitted by AHWA Realty 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 $2035 with the City of Fargo's share being $345.

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 AHWA Realty LLC Phone No. 701-421-1973
2. Address of Property 3301 13 Ave. S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Lot E 1/2 of 4 Blk 1 Westrac
4. Parcel Number 01-4021-00045-000 Residential ☐ Commercial ☑ Central Business District ☐
5. Mailing Address of Property Owner 2822 102 Ave. NW

   City Mandaree State ND Zip Code 58757

**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). Install new exterior wall finishes; remodel existing space for nutrition club; remodel existing office space for additional offices.
7. Building Permit No. 180402;181534; 181246 8. Year Built 1975
9. Date of Commencement of making the improvement 04/18/2018
10. Estimated market value of property before improvement $ 1,221,800
11. Cost of making the improvement (all labor, material and overhead) $ 243,811
12. Estimated market value of property after improvement $ 1,465,611

**Applicant's Certification and Signature**

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

    Applicant's Signature [signature] Date 12/11/18

**Assessor's Determination**

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

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

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4K

December 18, 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 324 22 St. S as submitted by Paula J. Sebelius & Scott M. Hekman. 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 $420 with the City of Fargo's share being $70.

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 Paula Sebelius & Scott Hekman Phone No. 701-799-5657
2. Address of Property 324 22 St S

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Pt of Lt 7a Blk 19 Egbert, O'Neil & Haggarts
4. Parcel Number 01-0740-01780-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen/Living Room remodel. Basement remodel
7. Building Permit No. 180310 8. Year Built 1940
9. Date of Commencement of making the improvement 10/9/18
10. Estimated market value of property before improvement $ 123,300
11. Cost of making the improvement (all labor, material and overhead) $ 60,000
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 [signature] Date 12/17/2018

**Assessor's Determination**

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

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

**Action of Governing Body**

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4l

December 18, 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 209 Linden Ave. S as submitted by Douglas Anderson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1060 with the City of Fargo's share being $180.

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 Douglas Anderson Phone No. 701-799-8032
2. Address of Property 209 Linden Ave
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.
   Lts. 220, 221 & 222 Belmont Park Addn.
4. Parcel Number 01-0120-00021-050 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 208 Linden Ave
   City Fargo State ND Zip Code 58103

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Gutted all new Sheetrock, Mech. Elec. & Furnishings
7. Building Permit No. 172464
8. Year Built 1956
9. Date of Commencement of making the improvement 3/31/16
10. Estimated market value of property before improvement $ 258,300
11. Cost of making the improvement (all labor, material and overhead) $ 60,000 +
12. Estimated market value of property after improvement $ 340,000

**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 [signature] Date 12-17-18

**Assessor's Determination**

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

**Action of Governing Body**

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

    Chairman of Governing Body Date

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4m

December 19, 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 2402 33 Ave. S as submitted by Michael P. & Casinda Langseth. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $105 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 Michael & Casinda Langseth Phone No. 701/361-1548
2. Address of Property 2402 33th Ave. S.

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

   Lot 8 Block 2 SouthPointe 1st
4. Parcel Number 01-2830-00260-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish Portion of Lower Level + Add bath
7. Building Permit No. 180297 8. Year Built 1987
9. Date of Commencement of making the improvement 3/29/18
10. Estimated market value of property before improvement $ 251,800
11. Cost of making the improvement (all labor, material and overhead) $ 5,500
12. Estimated market value of property after improvement $ 260,000

**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 [signature] Date 12-16-18

**Assessor's Determination**

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

    Assessor's Signature [signature] Date 12/19/18

**Action of Governing Body**

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

    Approval subject to the following conditions:

    Chairman of Governing Body Date

CITY OF
Fargo

4n

**ASSESSMENT DEPARTMENT**

December 19, 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 2824 38 Ave. S as submitted by David M. & Renee L. Olson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $60 with the City of Fargo's share being $10.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

**North Dakota Century Code ch. 57-02.2**

(File with the local city or township assessor)

**Property Identification**

1. Name of Property Owner David + Renee Olson Phone No. _____
2. Address of Property 2824 38th Ave. S.

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

   Lot 4 Block 8 Stonebridge Farms
4. Parcel Number 01-2920-01460-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Remodel Bathroom
7. Building Permit No. 180803 8. Year Built 1992
9. Date of Commencement of making the improvement 6/4/18
10. Estimated market value of property before improvement $ 293,400
11. Cost of making the improvement (all labor, material and overhead) $ 32,000
12. Estimated market value of property after improvement $ 298,200

**Applicant's Certification and Signature**

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

    Applicant's Signature David Olson Date 12-12-18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/19/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

40

December 19, 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 4110 17 St. S as submitted by Cynthia L. Crary Trust. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1230 with the City of Fargo's share being $210.

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 Cynthia L Crary Trust Phone No. _____
2. Address of Property 4110 17th St. S.

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

   Lot 16 Block 2 Rosewood Park Addition
4. Parcel Number 01-2490-00440-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same

   City _____ State _____ Zip Code _____

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Repair Fire Damage to house & Major Kitchen Remodel
7. Building Permit No. 170656 8. Year Built 1986
9. Date of Commencement of making the improvement 5/1/17
10. Estimated market value of property before improvement $ 395,100
11. Cost of making the improvement (all labor, material and overhead) $ _____
12. Estimated market value of property after improvement $ 490,000

**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 C. Crary Date 12-17-18

**Assessor's Determination**

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

    Assessor's Signature _____ Date 12/19/18

**Action of Governing Body**

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

    Approval subject to the following conditions: _____

    _____

    Chairman of Governing Body _____ Date _____

CITY OF
Fargo

**ASSESSMENT DEPARTMENT**

4p

December 21, 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 1409 9 St. S as submitted by Jeanette Rehkamp. 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 $205 with the City of Fargo's share being $35.

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 Jeanette Rehkamp Phone No. 507-829-3317
2. Address of Property 1409 9th St. S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.
   S 1/2 of Lt 2 & All of Lt 3 Blk 10 Huntingtons Addn
4. Parcel Number 01-1400-01310-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
   City State Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Kitchen Remodel
7. Building Permit No. 180692 8. Year Built 1927
9. Date of Commencement of making the improvement 05-18-2018
10. Estimated market value of property before improvement $ 401,600
11. Cost of making the improvement (all labor, material and overhead) $ 45,000
12. Estimated market value of property after improvement $ 417,600

**Applicant's Certification and Signature**

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

**Assessor's Determination**

14. The local assessor finds that the improvements in this application has ☑ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature [signature] Date 12/21/18

**Action of Governing Body**

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

5

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NORTH DAKOTA
EASTERN DIVISION

| | | |
|---|---|---|
| Scot Kelsh<br><br>Plaintiff,<br><br>v.<br><br>City of Fargo<br><br>Defendant. | ) | Case No._____<br><br>**COMPLAINT AND DEMAND FOR JURY TRIAL** |

COMES NOW the Plaintiff, Scot Kelsh,, and for his Complaint against the Defendant states as follows:

## I. PARTIES AND JURISDICTION

1. Plaintiff Scot Kelsh is a resident of Fargo, North Dakota.

2. Defendant City of Fargo, pursuant to its Home Rule Charter, is a municipal body politic and corporate in perpetuity, under the name of "City of Fargo."

3. This action arises under the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101 et seq., and the Rehabilitation Act, 29 U.S.C. § 794. The jurisdiction of this court is founded on 28 U.S.C. §1331.

4. Venue is proper in the U.S. District Court for the District of North Dakota pursuant to 28 U.S.C. § 1391(b).

## II. STATEMENT OF FACTS RELEVANT TO ALL CLAIMS

5. Kelsh began employment as a firefighter with the City of Fargo Fire Department on August 24, 2009.

6. In September 2015, Kelsh was diagnosed with a work-related disability -- post-traumatic stress disorder (PTSD) -- which prevented him from performing the essential functions of his position as a firefighter.

7. Kelsh was placed under temporary medical restrictions which were accommodated by Defendant, which assigned him to administrative duties.

8. On December 4, 2015, Defendant received a Interactive Process Questionnaire completed by Kelsh's physician. As to the expected duration of Kelsh's disability, the physician stated "No way to know, work impairment is long term. Treatment for sleep is ongoing w/medical stuff with limited success…I believe this is an ongoing issue…"

9. On December 10, 2015, based on the Interactive Process Questionnaire, the City of Fargo was no longer temporary but permanent in nature.

10. Defendant then informed Kelsh that he had six weeks to find other employment with the City of Fargo. Kelsh filed applications for at least eight City positions, but he was was rejected for all those positions.

11. Defendant terminated Kelsh's employment on February 2, 2016.

12. Kelsh appealed his termination to the Fargo Civil Service Commission, which upheld the termination. Kelsh then appealed to the Fargo City Commission, which also upheld the termination.

13. In the course of the public hearing before the Fargo Civil Service Commission on

March 1, 2016, which was attended by various press and media outlets, one of the commissioners asked Kelsh questions about his disability and specifically referred to that disability as "post-traumatic stress disorder." As a result, an article published on the front page of the *Fargo Forum* on March 2, 2016, identified Kelsh as suffering from post-traumatic stress disorder.

14. As a result of the nature of Kelsh's disability being made public, Kelsh has been unable to secure employment of a permanent nature since March 2016. In addition, Kelsh has suffered emotional distress and mental anguish, and damage to his reputation, as a result of the Defendant's unlawful disclosure of his disability.

15. John Speral was employed as a firefighter by Defendant City of Fargo Fire Department at the same time as Kelsh. Due to a physical disability, Speral was accommodated with light duty assignments for a period of 18-24 months. By contrast, Kelsh, who had a mental disability, was accommodated with light duty assignments for less than six months.

16. Kelsh's total compensation including salary and benefits at the time of his discharge On February 2, 2016, was approximately $70,000 per year.

17. On June 22, 2016, Kelsh filed a charge of discrimination with the U.S. Equal Employment Opportunity Commission, Minneapolis Area Office. The charge was transferred to the North Dakota Department of Labor and Human Rights for investigation.

18. The Labor Department issued its determination on June 18, 2018. Following a review by the EEOC, the EEOC issued a "Dismissal and Notice of Rights" letter dated September 24, 2018. This action is timely filed within 90 days of Kelsh's receipt of that letter.

## COUNT ONE

## DISCRIMINATION UNDER THE ADA AND VIOLATION OF THE ADA'S CONFIDENTIALITY PROVISIONS

19. Plaintiff re-alleges and incorporates herein the allegations set forth in Paragraphs 1-18.

20. At the time he was terminated, Kelsh was a protected person under the ADA. He was qualified to perform the administrative duties to which he had been assigned and he had a qualifying disability.

21. Kelsh sustained two types of adverse employment action in violation of the ADA. First, he was treated less favorably than a similarly situated employee with a different type of disability. Secondly, his confidential medical information was disclosed to the public, in violation of 42 U.S.C. § 12112(d).

22. The actions of the City of Fargo were in violation of the ADA and as a direct and proximate result of those actions, Kelsh has suffered a loss of past and future salary and benefits in the approximate amount of $700,000, and has also suffered mental anguish and emotional distress.

23. The actions of the City of Fargo herein described were taken with malice and recklessness, entitling Kelsh to an award of punitive damages pursuant to 42 U.S.C. § 1981a.

24. Kelsh is also is entitled to an award of his reasonable attorney fees in this matter pursuant to 42 U.S.C. § 12205.

## COUNT TWO

## DISPARATE TREATMENT UNDER THE REHABILITATION ACT

25. Plaintiff re-alleges and incorporates herein the allegations set forth in Paragraphs 1-24.

26. At all times material hereto, Defendant City of Fargo was a "program or activity" receiving Federal financial assistance, as that term is defined in the Rehabilitation Act at 29 U.S.C. § 794(a).

27. The actions of the City of Fargo set forth herein constituted a violation of the

Rehabilitation Act because Kelsh was a member of a protected class, he was qualified to perform the administrative duties assigned to him, he was subjected to an adverse employment in not being accommodated for a longer period of time, and he was treated less favorably than a similarly situated employee with a different type of disability.

28. As a direct and proximate result of Defendant's violation of the Rehabilitation Act, Kelsh has suffered a loss of past salary and benefits in the approximate amount of $100,000, and has also suffered mental anguish and emotional distress.

29. Kelsh is entitled to an award of his reasonable attorney fees in this matter pursuant to 29 U.S.C. § 704a.

**WHEREFORE**, Plaintiff Scott Kelsh prays for judgment against Defendant City of Fargo as follows:

1. For lost salary and benefits in the amount of $800,000 or such other amount as is proved at trial;
2. For compensatory damages for emotional distress and mental anguish in the amount of $500,000;
3. For punitive damages in the amount of $500,000;
4. For an award of his reasonable attorney fees incurred in this action;
5. For an award of his costs and disbursements herein;
6. For such other and further relief as the Court may deem just and equitable in the circumstances.

**DEMAND FOR JURY TRIAL**

Plaintiff Scot Kelsh hereby demands a trial by jury of the maximum number of jurors permitted by law.

Dated this 21st day of December, 2018.

Scot Kelsh (*pro se*)
20 S. 7th St., Apt. 304
Fargo, N.D. 58103
(701) 793-9993
scotkelsh@gmail.com

$25.00
#3014
12-13-18

# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

| Name of Non-profit Organization | Date(s) of Activity | For a raffle, provide drawing date(s): |
|---|---|---|
| EL Zagal 57 Directors Staff | 09/21/19 to 09/21/19 | 09/21/2019 |

| Person Responsible for the Gaming Operation and Disbursement of Net Income | Title | Business Phone Number |
|---|---|---|
| Michael Dow | Chairman | 701-235-7521 |

| Business Address | City | State | Zip Code |
|---|---|---|---|
| 1429 3rd ST N | Fargo | ND | 58102 |

| Mailing Address (if different) | City | State | Zip Code |
|---|---|---|---|
| | | | |

| Name of Site Where Game(s) will be Conducted | Site Address |
|---|---|
| EL Zagal Shrine Center | 1429 3rd ST N |

| City | State | Zip Code | County |
|---|---|---|---|
| Fargo | ND | 58102 | Cass |

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

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

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| Raffle | Motorcycle | 4,000 |
| Raffle | 11 | 4,000 |
| Raffle | Cash | 5,00 |
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| Game Type | Description of Prize | Retail Value of Prize |
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Total: (Limit $12,000 per year) $ 8500

**Intended uses of gaming proceeds:** Shrine Center Fundraising

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

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

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

| Signature of Organization's Top Executive Official | Date | Title | Business Phone Number |
|---|---|---|---|
| Michael Dow | 12/13/2018 | Chairman | 701-235-7521 |

✓ 1878

12/18/18

# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

| Name of Non-profit Organization | Date(s) of Activity | For a raffle, provide drawing date(s): |
|---|---|---|
| The Outdoor Adventure Foundation | 3-17-19 to 3-17-19 | 3-17-19 |
| **Person Responsible for the Gaming Operation and Disbursement of Net Income** | **Title** | **Business Phone Number** |
| BRIAN SOLUM | President | 701 361-1888 |
| **Business Address** | **City** | **State / Zip Code** |
| 415 38th st. S. Suite E | Fargo | ND 58103 |
| **Mailing Address (if different)** | **City** | **State / Zip Code** |
| | | |
| **Name of Site Where Game(s) will be Conducted** | **Site Address** | |
| Hilton Garden Inn Convention Center | 4351 17th Ave. S. | |
| **City** | **State / Zip Code** | **County** |
| Fargo | ND 58103 | CASS |

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

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

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| General Raffle | Sportin Goods | 2,800.00 |
| Raffle Board | Gun | 600.00 |
| Raffle Board | Gun | 700.00 |
| Raffle | Youth Ranger | 4,200.00 |
| Raffle Board | Hunting Package | 800.00 |
| Raffle Board | Bow | 600.00 |
| Raffle | Fishing Ice House | 450.00 |
| Raffle Board | Pheasants Forever Print | 300.00 |
| Raffle | Wood Carving | 350.00 |

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| Raffle | Wood Carving | 300.00 |
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(Limit $12,000 per year)
Total: $ 11,100

**Intended uses of gaming proceeds:** To Provide hunting, fishing, + other outdoor Adventures for Youth's diagnosed with Cancer + disabled veteran's that are wheelchair bound or lost a limb due to combat.

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

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

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

| Signature of Organization's Top Executive Official | Date | Title | Business Phone Number |
|---|---|---|---|
| Brian Solum | 12-18-18 | President | 701 361-1888 |

√1693
12/18/18

# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

| Name of Non-profit Organization | Date(s) of Activity | For a raffle, provide drawing date(s): |
|---|---|---|
| Red River Valley Fraternal Order of Police Lodge #1 | 1/19/19 to 1/19/19 | 1/19/19 |

| Person Responsible for the Gaming Operation and Disbursement of Net Income | Title | Business Phone Number |
|---|---|---|
| Kerri Gortmaker | Secretary | 701-200-4768 |

| Business Address | City | State | Zip Code |
|---|---|---|---|
| PO Box 962 | Fargo | ND | 58107 |

| Mailing Address (if different) | City | State | Zip Code |
|---|---|---|---|
| | | | |

| Name of Site Where Game(s) will be Conducted | Site Address | | |
|---|---|---|---|
| Scheels Arena | 5225 31st Ave S | | |
| **City** | **State** | **Zip Code** | **County** |
| Fargo | ND | 58104 | Cass |

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

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

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| Raffle Board | Firearm | $1300 |
| " | Supper Pkg | $200 |
| " | Helicopter Ride | $650 |
| " | Hunting Pkg | $2000 |
| " | Beverage Cooler | $500 |
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| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
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Total: (Limit $12,000 per year) $ 4650.00

Intended uses of gaming proceeds: Local life-saving supplies/equipment/training for first responders

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

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

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

| Signature of Organization's Top Executive Official | Date | Title | Business Phone Number |
|---|---|---|---|
| | 12-18-18 | President | 701-200-2140 |

Cod $25.00 12-26-18

# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

| Name of Non-profit Organization | Date(s) of Activity | For a raffle, provide drawing date(s): |
|---|---|---|
| Atonement Lutheran Church | 2/7/19 to 2/7/19 | 2/7/19 |
| **Person Responsible for the Gaming Operation and Disbursement of Net Income** | **Title** | **Business Phone Number** |
| | | 7012379651 |
| **Business Address** | **City** | **State / Zip Code** |
| 4601 S. University Drive | FARGO | ND 58104 |
| **Mailing Address (if different)** | **City** | **State / Zip Code** |
| | | |
| **Name of Site Where Game(s) will be Conducted** | **Site Address** | |
| Atonement Lutheran Church | 4601 S. University Dr., FARGO | |
| **City** | **State / Zip Code** | **County** |
| FARGO, ND | ND 58104 | Cass |

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

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

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| See attached addendum | | |
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| Game Type | Description of Prize | Retail Value of Prize |
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(Limit $12,000 per year)
**Total:** $ 4430.00

**Intended uses of gaming proceeds:** supporting human trafficking ministry (assistance for services)

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

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

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

| Signature of Organization's Top Executive Official | Date | Title | Business Phone Number |
|---|---|---|---|
| | 12-6-18 | Director of Ministry | 7012379651 |

| Game Type | Description of Prize | Retail Value of Prize | Description of Prize | Retail Value of Prize | |
|---|---|---|---|---|---|
| Raffle | Purse | 475.00 | Quilt | 100.00 | |
| | Mittens | 25.00 | Quilt Bag | 50.00 | |
| | Wine | 200.00 | Pillow | 30.00 | |
| | Breadsmith | 125.00 | Sign | 45.00 | |
| | Wine Glasses | 20.00 | Mittens | 30.00 | |
| | Game | 70.00 | MOA Ticket | 480.00 | |
| | Mittens | 30.00 | Hotel | 150.00 | |
| | Purse | 58.00 | Purse | 200.00 | |
| | Mittens | 30.00 | Quilt | 200.00 | |
| | Quilt | 200.00 | Mittens | 30.00 | |
| | Pedi | 44.00 | Massage | 60.00 | |
| | Lettered Sign | 45.00 | Champagne | 275.00 | |
| | Doll Clothes | 200.00 | Glasses | 20.00 | |
| | Bible | 30.00 | Pedi | 44.00 | |
| | MOA Ticket | 240.00 | Facial | 80.00 | |
| | Coupon Book | 10.00 | TV | 349.00 | |
| | Meat G. Card | 100.00 | Mittens | 30.00 | |
| | Fleet Farm | 25.00 | | | |
| | Scheels | 50.00 | | | |
| | Gloves | 100.00 | | | |
| | Corn Hole Game | 180.00 | | | |
| | | | | | |

Total: $4,430

THE CITY OF Fargo FAR MORE

**Auditor's Office**
225 4th Street North
Fargo, ND 58102
Office: 701.241.8108 | Fax: 701.241.8184
Email: auditor@FargoND.gov
www.FargoND.gov

7

# MEMORANDUM

**TO:** Board of City Commissioners

**FROM:** Steven Sprague, City Auditor

**SUBJECT:** Designated Depositories

**DATE:** December 26, 2018

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo in addition please designate PFM Financial Advisors Group as asset managers. Also, it is time to renew the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-1301

**Recommended Motion:**

**Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.**

**CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS**

**WHEREAS**, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

**NOW THEREFORE BE IT RESOLVED**, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Kent Costin, Director of Finance, Jill Pagel, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

**BE IT FURTHER RESOLVED**, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

**BE IT FURTHER RESOLVED**, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

**BE IT FURTHER RESOLVED**, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

**WE FUTHER CERTIFY**, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 2nd Day of January, 2019.

_____
Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 2nd day of January, 2019.

_____
Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on January 2nd, 2019.

_____ Timothy J. Mahoney, Mayor

_____ Kent Costin, Director of Finance

_____ Steven Sprague, City Auditor

_____ Jill Pagel, Deputy City Auditor

THE CITY OF Fargo
FAR MORE

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

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December 19, 2018

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

**Re: Bradley & Kari Wessman – Purchase Agreement**
**Project #FM-19-C**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Bradley & Kari Wessman**. 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 the property located at 173 South Woodcrest Drive North from **Bradley & Kari Wessman** in association with Project #FM-19-C and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

# PURCHASE AGREEMENT

**THIS AGREEMENT**, made and entered into by and between **Bradley and Kari Wessman,** the identified owner of the property located at 173 South Woodcrest Drive North in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO,** a North Dakota municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH**:

**WHEREAS**, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

> Lot Sixteen (16), Block Sixteen (16) of Woodcrest Third Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.
>
> Property Address: 173 South Woodcrest Drive North, Fargo, ND

**WHEREAS**, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

**WHEREAS**, Seller accepted Buyer's offer to purchase in accordance with the terms herein.

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.

2. Purchase Price. The purchase price for the Property is Seven Hundred and Sixty-Two Thousand dollars ($762,000.00), which sum represents Seven Hundred Fifty Thousand dollars ($750,000) for the real property, and Twelve Thousand ($12,000) for relocation and moving expenses.

3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. Salvage. Seller shall be allowed to remove from the property personal property, appliances, washer and dryer, and other property not permanently affixed to the structure. Seller shall remove and install all items in a professional manner, and if necessary engage a professional licensed contractor. Seller agrees to remove all salvage and install all replacement items prior to giving City possession of the property.

5. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing).

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

7. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than January 31, 2019. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, $1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the $1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of $1,000/month beginning on the 1st day of the month following closing. 2% of the purchase price shall be retained until such time Seller vacates the premises and remits the garage door openers and keys to the City.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure the premises.

9. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

10. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of inspection, including but not limited to asbestos testing and mitigation.

DATED this 17th day of December, 2018.

(Signatures on following page.)

SELLER:

**Bradley Wessman**

**Kari Wessman**

DATED this ____ day of_____, 2018.

BUYER:
City of Fargo, a North Dakota municipal corporation

_____

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

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

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

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# MEMORANDUM

**TO:** BOARD OF CITY COMMISSION

**FROM:** DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

**DATE:** DECEMBER 14, 2018

**RE:** CONTRACT WITH CASS COUNTY SOCIAL SERVICES FOR $30,000

The attached contract for $30,000 is with Cass County Social Services for the provision of in home services to eligible individuals in Cass County.

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 Social Service for in home services.

DF/LS
Enclosure

# PURCHASE OF SERVICE AGREEMENT

WHEREAS, the Cass County Social Service Board (CCSSB) 1010 2nd Ave. S, Fargo, ND 58103 has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Fargo Cass Public Health
1240 25th Street South
Fargo, ND 58103

(Provider), proposes to provide those services;

NOW, THEREFORE, the CCSSB and the Provider enter into the following:

## AGREEMENT

I. TERM OF THE AGREEMENT:
The term of this agreement shall be from January 1, 2019 through the December 31, 2019.

II. SCOPE OF SERVICE:
The Provider agrees to render in-home services to eligible individuals (Recipients) in Cass County, North Dakota. The Provider understands and agrees that eligibility will be determined solely by CCSSB. The Provider agrees that the specific services to be provided recipients, the definitions of those services, and related manual chapters are those set forth in Addendum B. In rendering services the Provider agrees to abide by the provisions of the North Dakota Department of Human Services Manual Chapter Policies and Procedures.

The Provider understands and agrees that the CCSSB will inform the provider of the name of the Recipients of services under the terms of this Agreement. The Provider further agrees to designate an individual to negotiate with a similarly designated individual from the CCSSB for the specific services to be provided recipients, the number of units of service to be provided recipients, and the compensation for recipients as set forth in paragraph III herein.

III. COMPENSATION:

A. Compensation under the terms of this agreement shall not exceed the maximum amount allowed for the service provided under the terms of this contract. The maximum amount allowed for the service is set forth in Addendum B.

B. The Provider understands and agrees that:
   1. Travel time will not be billed nor paid.
   2. The contracted rates are the maximum allowable and will cover all costs to provide a unit of service, as defined by this contract. CCSSB makes no guarantee of the number of hours that will be referred for service
   3. No release time or cancel time will be billed.

4. Supervisory time, charting time, training, client reassessment, and all other activities relating to program management are built into the rate.
5. The Provider shall submit a complete billing for a service period to the CCSSB within 5 working days following the close of each service period. Such billing must be submitted with required information stated in "D" below.
6. Payment will not be made for unauthorized services rendered by the Provider, nor for claimed services which CCSSB determines by contract monitoring, have not been provided as authorized or have been provided in excess of authorizations.
7. No supplemental billings will be accepted by the CCSSB without prior notification to CCSSB of the need and justification for such a billing and authorization by the CCSSB to submit. Payment for authorized supplemental billing will be made as part of the next regular claim cycle.
8. CCSSB will make payments within statutory requirements.

C. The provider understands and agrees that Title XX/Cass County funded recipients will be screened by Cass County Social Services to determine eligibility. Both parties understand that units of service expended will be at the unit rate of $6.99/unit. Compensation for Title XX/Cass County funded services cannot exceed $30,000 during the 2019 calendar year.

D. The CCSSB agrees to reimburse the Provider at the negotiated rates per Form #1699 upon the Provider's billing to the County Social Service Board. The billing must include the recipient's name, units of service per recipient, per date, and compensation being claimed. With each billing, the Provider must attest to the following statement:

> "I certify that the above information is true and correct. I understand that payment of this claim is payment in full. I further understand that any false claims made will constitute a violation that may result in prosecution."

E. The provider agrees to accept the rate of payment as payment in full and shall not make demands on individual recipients of service, their family or guardian, for any additional compensation for these same services.

IV. PROVIDER'S UNDERSTANDING OF TERM OF FUNDING:

The Provider understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. PROVIDER ASSURANCES:

The Provider agrees to comply with the applicable assurances set forth on Addendum A attached hereto.

VI. CHANGES:

If either party wishes to change this agreement, such change shall be effective only when mutually agreed to and incorporated by written amendment to the agreement.

VII. AUTHORITY TO CONTRACT:

The Provider shall not have the authority to contract for or on behalf of or incur obligations on behalf of the CCSSB. However, the Provider may sub-contract with qualified providers of services, provided that any such subcontract must acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. TERMINATION:

This contract may be terminated by mutual consent of both parties, or by either party upon 30 day's notice, in writing, and delivered by certified mail or in person.

The CCSSB may terminate this contract effective upon delivery of written notice to the Provider, or at such later date as may be established by the CCSSB, under any of the following conditions:

A. If CCSSB funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services, the contract may be modified to accommodate a reduction in funds.

B. If federal state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

C. If any license or certificate required by law or regulations to be held by the Provider to provide the services required by this contract is for any reason denied, revoked, or not renewed.

D. If the Qualified Service Provider rate is increased by the State in July, discussions will occur which may result in modifications to accommodate for a potential increased rate.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

The CCSSB by written notice of default, including breach of contract, to the Provider may terminate the whole or any part of this agreement:

A. If the Provider fails to provide services provided under the terms of this contract within the time specified herein or any extension thereof; or

B. If the Provider fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the CCSSB, fails to correct such failures within 10 days or such longer period as the CCSSB may authorize.

The rights and remedies of the CCSSB provided in the above clause related to defaults, including breach of contract, by the Provider shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

IX. ACCESS TO RECORDS:

The CCSSB, ND Department of Human Services, Office of Attorney General of the State of North Dakota, the Federal Government, and their duly authorized representatives, shall have access to the books, documents, paper and records of the Provider which are pertinent, as determined by the CCSSB, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

X. RETENTION OF RECORDS:

The Provider agrees to retain financial program records for a minimum period of three (3) years from the submission date of the State Medicaid Agency's HCFA-372 report. For the purpose of this agreement the submission date is December 31 of each year. Further, if the Provider has received more than $25,000 with directly or indirectly, from all Federal sources and is subject to the provisions of the Single Audit Act of 1984, Public Law 98-502, then the provider will notify the CCSSB and will provide a schedule showing the funding for each State and/or Federal program.

XI. CONFIDENTIALITY:

The Provider will not, except upon the written consent of the recipients or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the CCSSB's or the Provider's responsibilities with respect to services purchased hereunder.

XII. ASSIGNMENT:

The Provider shall not assign this agreement.

XIII. APPLICABLE LAW:

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

XIV. CAPTIONS:

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

XV. EXECUTION AND COUNTERPARTS:

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

XVI. AMENDMENTS:

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

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

XVIII. SUCCESSORS IN INTEREST:
The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XIX. INSURANCE AND LEGAL DEFENSE:
It is the parties' intent that they each should pay any attorney's fees and legal defense costs resulting from or arising out of this agreement in the same proportion that each party's liability for the acts of its own officers, employees or agents bears to the parties' combined liability, if any, or pay such fees and costs equally when a claim against both parties is resolved and neither party is found liable, to the greatest extent the fees and costs are covered by the County's liability coverage or self-retention fund. The parties further intend that they be represented by the same attorney whenever reasonably possible and ethically permitted. If a claim against both parties is resolved and neither the County nor the Provider is found liable, the County shall reimburse the Provider or its company or pool for half the combined attorney's fees and legal defense costs of the County and Provider, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. If a claim against is resolved by one party but continues against the other party, each party will pay for half the combined attorney's fees and legal defense costs incurred on or before the date, or the amount of such fees and costs covered by the County's liability coverage or self-retention fund, whichever is less. After that date, the remaining party will be responsible for its own attorney's fees and legal defense costs. The County shall provide such reimbursement in accordance with the Special Assistant Attorney General Billing policy within thirty (30) days after the total amount of reimbursement can be determined.

Provider shall secure and keep in force during the term of this Agreement, from a company or pool authorized to provide the coverage in this County, general liability and errors and omissions coverage with minimum liability limits of $250,000 per person and at least $500,000 per occurrence covering its officers, employees, and agents for any and all claims of any nature which may in any manner result from or arise out of this Agreement. Provider shall furnish a certificate of insurance or memorandum of coverage and any endorsements required under this agreement to the undersigned County representative prior to commencement of this agreement, and shall also provide at least thirty (30) days' notice before such coverage of endorsements are canceled or modified.

Provider shall also secure from its insurance company or government self-insurance pool a limited endorsement stating that the company or pool will provide a legal defense to the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its officers, employees or agents, including attorney's fees, costs, disbursements, and other expenses associated with such defense under this agreement, for any and all claims of any nature brought by third parties against the County, its

officers, employees or agents which in any manner result from or arise out of this agreement. Such legal defense is not required if the County refuses to waive a potential conflict of interest that can be waived under the North Dakota Rules of Professional conduct. Said endorsement shall also provide that any attorney representing the County, its officers, employees or agents under this clause must first qualify and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under NDCC. Section 54-12-08 and agree to follow the Special Assistant Attorney General Billing Policy.

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

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

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

XXIII. PROVIDER IS AN INDEPENDENT CONTRACTOR:
This agreement shall not be construed to represent an employer/employee relationship. The Provider agrees to be responsible for any federal or state taxes applicable to this payment. Provider will not be eligible for any benefits from these contract payments of federal social security, unemployment insurance, or workmen's compensation, except as a self-employed individual. Provider is an independent contractor.

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

The Provider shall save and hold harmless the CCSSB, its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of the Provider or its agents or employees under this agreement. The obligation shall continue after the termination of this agreement. The obligation shall continue after the termination of this agreement.

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

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

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

Fargo Cass Public Health
Provider

456002069
Provider's Federal ID Number

By 12/14/2018
Date

Director of Public Health
Title

By Date

Mayor, City of Fargo
Title

Cass County Social Service Board
Date

By 12-3-18
Date

Cass County Social Service's Board Chair
Title

Addendum A

## PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the city and county in which he services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person (s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age or handicap. In addition, the Provider agrees to abide by Executive Order No. 11246, as amended by Executive Order No. 11375, which prohibits discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with the Board or the Provider's responsibilities with respect to services purchased hereunder.

F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

I. The Provider assures they have met the Basic National Standards for Homemaker/Personal Care Aide Services listed as follows:

STRUCTURE:

Standard I. There shall be legal authorization to operate the agency.

Standard II. There shall be a duly constituted authority and a government structure for assuring responsibility and for requiring accountability for performance.

Standard III. There shall be compliance with all legislation relating to prohibition of discriminatory practices.

Standard IV. There shall be responsible fiscal management.

STAFFING:

Standard V. There shall be responsible personnel management, including:

A. Appropriate processes used in the recruitment, selection, retention, and termination of homemaker-Personal Care aides:

B. Written personnel policies, job descriptions, and a wage scale established for each job category.

Standard VI. There shall be training provided to every homemaker-Personal Care aide for all services to be performed.

SERVICE:

Standard VII. There shall be written eligibility criteria for service and procedures for referral to other resources.

Standard VIII. There shall be two essential components of the service provided to every individual and/or family served:

A. Service of a supervised homemaker-personal care aide;

B. Service of professional persons responsible for case management functions.

COMMUNITY:

Standard IX. There shall be an active role assumed by the service in an ongoing assessment of community health and welfare needs and in planning to meet these needs.

Standard X. There shall be ongoing interpretation of the service to the community.

Standard XI. There shall be evaluation of all aspects of the service.

These standards were set by the National Home Caring Council, Copyright 1981.

J. The provider assures that the Personal Care Aide has not been convicted of a criminal offense in the past five years and/or not currently on probation or parole.

| SERVICE AND MANUAL CHAPTER | DEFINITION | DEFINITION OF UNIT | MAXIMUM ALLOWABLE AUTHORIZATION | RATE NEGOTIATED |
|---|---|---|---|---|
| Homemaker *NDDHS Manual Chapter 625-05 | The provision of non-personal (environmental support) tasks such as light housekeeping, laundry, meal planning and preparation that enables an individual to maintain as much independence and self-reliance as possible to continue living in their home. | Title XX $6.99/15 min. | 7 units/visit 26 visits/year | $27.96/hr of direct client time |

*NDDHS – North Dakota Department of Human Services

| SERVICE MANUAL CHAPTER | DEFINITION | DEFINITION OF UNIT | MAXIMUM ALLOWABLE AUTHORIZATION | RATE NEGOTIATED |
|---|---|---|---|---|
| Personal Care Aide *NDDHS Manual Chapter 625-10 | The intermittent or occasional provision of personal support care tasks/activities that enables an individual to maintain as much independent and self-reliance as possible to continue living in their home. | Title XX $6.99/15 min. | $30,000/year | $27.96/hr of direct client time |

THE CITY OF
Fargo
FAR MORE

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**Planning & Development**
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

# MEMORANDUM

**TO:** Board of City Commissioners

**FROM:** Nicole Crutchfield, Planning Director NC

**DATE:** December 27, 2018

**RE:** Approve Proposed Amendments to Community Development Block Grant (CDBG)/HOME 5-Year Consolidated Plan & Annual Action Plans

The City Commission is asked to approve the following Community Development Block Grant (CDBG) actions:

- Adopting proposed amendments to the City of Fargo's Community Development Block Grant (CDBG)/HOME 5-Year Consolidated Plan (2015-2019) and Annual Action Plans. Proposed amendments include:
  - Cancelling 3 projects that did not come to fruition
  - Adding 2 public improvement projects benefiting youth from low to moderate income households and people who are homeless
  - Increasing the budget for Slum & Blight Abatement/Hazardous Property Clearance by reallocating funds from unfulfilled or over-budgeted projects and higher than expected program income
  - Expanding the project area for the Slum & Blight Abatement/Hazardous Property Clearance to city-wide on a spot basis

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

| | |
|---|---|
| Public Advertisement Published | November 30, 2018 |
| Public Comment Period | December 1-30, 2018 |
| Approved by the Planning Commission | December 4, 2018 |
| Public Hearing at City Commission Meeting | December 17, 2018 |
| Approved by the Community Development Committee | December 18, 2018 |

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

**Recommended Motion:** Approve proposed amendments to Community Development Block Grant (CDBG)/HOME 5-Year Consolidated Plan & Annual Action Plans.

EQUAL HOUSING OPPORTUNITY

**Notice of Public Hearing & Public Comment Period**
**5-Year Consolidated Plan & Annual Action Plan Amendments**
**for Housing and Community Development**
**Community Development Block Grant (CDBG) Program**

The City of Fargo is considering amendments to its Community Development Block Grant (CDBG), a grant awarded to the City by the U.S. Department of Housing and Urban Development (HUD). Following a public comment period and subsequent City Commission action on January 2, 2019, a recommendation regarding these amendments will be forwarded to HUD for their consideration and approval. All citizens are welcome to submit comments at any time during the public comment period or at the public hearing. In advance of the public hearing, alternative formats of this information and accommodation for persons with disabilities will be made upon request (10 hour notice is required). To arrange for services call 701.241.1474; for TDD/Relay service dial 701.241.8258.

| | |
|---|---|
| **Public Comment Period:** | December 1, 2018 through December 30, 2018 |
| **Send written comments or phone:** | City of Fargo<br>Planning and Development Department<br>Attn: Community Development Planning Coordinator<br>225 4th Street North, Fargo ND 58102<br>701.476.4144 |
| **Public Hearing:** | Monday, December 17, 2018 - 5:15 p.m.<br>City Commission Chambers<br>200 3rd Street North, Fargo ND 58102 |
| **Final City Commission Consideration:** | Wednesday, January 2, 2019 |
| **Electronic Comments:** | planning@FargoND.gov |

**Summary of Proposed Amendment:**

1. **Revised Activity: Slum & Blight Abatement/Hazardous Property Clearance + $520,585**
   May include any of the following clearance and remediation activities: acquisition, environmental remediation, clearance, demolition, rehabilitation to the extent necessary to eliminate a specific condition detrimental to public health and safety, and relocation benefits to qualified tenants or owners as required by state or federal law. The purpose of the amendment is to expand project location to city-wide, allowing for slum and blight removal to occur on a "spot basis" rather than in a specified area (i.e., slum blight area) and to increase the budget to help the City of Fargo meet timely expenditure requirements. Amendment would revise 5-Year Consolidated Plan and 2016/2017/2018 annual action plans. National Objective: Slum & Blight Spot Basis [24 CFR Part 570.208 (b)(2)]; potential HUD Matrix Codes: 04 Clearance and Demolition; 14G Acquisition for Rehabilitation

   **Priorities** – Blighted/Hazardous structures and properties in deteriorated condition, including those under the City's abatement/code enforcement authority when the owner has not complied.

   **Financial** – This amendment would increase the budget for this activity from $100,000 to approximately $620,585. Approximately $520,585 will be obligated from unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

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| Amount | Source |
|---|---|
| $100,000 | Existing approved 2018 budget for Slum & Blight Abatement |
| $165,000 | Full reallocation of Public Facilities Improvements projects (i.e., Great Plains Food Bank - $75,000/Jeremiah Program - $50,000/Youthworks - $40,000) |
| $45,000 | Partial reallocation of Rape & Abuse Crisis Center Public Facilities Improvements (Owner reduced scope of work) |
| $100,000 | Reallocation of 2017 Storefront Rehabilitation unused (2016 budget was over-budgeted and used to fund actual 2017 projects) |
| $210,585 | Program Income – Nokomis |
| **$620,585** | **TOTAL BUDGET (approx.)** |

Any additional CDBG program income received in 2018 will also be used for this activity. Program income is primarily based on sporadic single family loan repayments. It fluctuates from year to year and annual estimations may be over or under actual.

2. **Canceled Activity: Great Plains Food Bank**
CDBG funds were designated to support a facility upgrade at the Great Plains Food Bank (1720 3rd Avenue North). Based on factors such as availability of contractors and timing of donor pledge payments, Great Plains Food Bank notified the City of Fargo that they were not in a position to fulfill the federal requirements of the grant and declined the 2016 award. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03E – Neighborhood Facilities.

**Financial:** $75,000 is proposed to be redirected from the Great Plains Food Bank project to Slum & Blight Abatement/Hazardous Property Clearance.

3. **Canceled Activity: Jeremiah Program Fargo-Moorhead**
The Jeremiah Program Fargo-Moorhead (801 Page Drive South), which houses and assists low-to-moderate income single mothers working on post-secondary education, declined a 2017 award for a public facilities improvement(s) project. Contractors and sub-contractors did not register in the System for Award Management prior to their construction deadline. Registration is required prior to entering into contracts on federally funded projects. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03C – Homeless Facilities – Not Operating Costs

**Financial** – $50,000 is proposed to be redirected from the Jeremiah Program Fargo-Moorhead project to Slum & Blight Abatement/Hazardous Property Clearance.

4. **Canceled Activity: Youthworks**
Youthworks (315 University Drive South), which houses and assists homeless youth and young adults, declined a 2017 award for a public facilities improvement(s) project. They were unable to secure a contractor to complete the project following federal regulations of Davis Bacon Labor Standards (prevailing wages) and registration in the System for Award Management. Registration is required prior to entering into contracts on federally funded projects. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03Q – Facilities for Abused and Neglected Children

**Financial** – $40,000 is proposed to be redirected from the Youthworks project to Slum & Blight Abatement/Hazardous Property Clearance.

5. **New Activity – Gladys Ray Emergency Homeless Shelter Facilities Improvements or Relocation + $150,000**
The Gladys Ray Emergency Homeless Shelter (1519 1 Avenue South) provides a safe, temporary shelter to people who cannot access other shelter options in the community, and to help connect people to housing and services in a welcoming and non-judgmental environment. It has a capacity for 25 adult males and 10 adult females and is sponsored by the VA Health Care System to provide a Veteran's Drop-In Center. It also

EQUAL HOUSING OPPORTUNITY

provides short-term residential, social (non-medical) detoxification services at its Withdrawal Management Unit (WMU). Since the shelter has occupied the space (2007), there has been no significant rehabilitation to the facility. The shelter has various needs for improvement including, but not limited to improvements in public common areas, sleeping areas, restrooms, the WMU, and exterior areas. It is possible that funds may be used for relocation to a different building if the costs of improvements outweigh the costs of relocation. This new goal would be added to the 5-Year Consolidated Plan, with the specific activity being added to the 2018 Annual Action Plan. National Objective: 570.208(a)(2) LMC/Eligibility 570.201(c); HUD Matrix Code 03C – Homeless Facilities (non-operating costs)

**Financial** – $150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

6. **New Activity – Washington Elementary School Playground Improvements + $150,000**
   Playground equipment at the Fargo Public School's Washington Elementary is 30 years old and replacement parts are no longer available to repair the old playground. Replacing equipment and surfaces/landscaping would increase accessibility and safety as new equipment and playground-related codes have been changed significantly in the past 30 years. This playground also functions as a neighborhood playground and may be used by anyone. This new goal would be added to the 5-Year Consolidated Plan, with the specific activity being added to the 2018 Annual Action Plan. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03F – Parks, Recreational Facilities

   **Financial** – $150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

Comments and suggestions from the public are encouraged during the public comment period and/or at the public hearing (schedule above). In advance of the public hearing, alternative formats of this information or accommodation for persons with disabilities or limited English proficiency will be made upon request (10 hours notice is required). To arrange for services, call 701.241.1474; for TDD/Relay service dial 701.241.8258

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**PUBLIC NOTICE** **PUBLIC NOTICE** **PUBLIC NOTICE**

**Notice of Public Hearing & Public Comment Period**
**5-Year Consolidated Plan & Annual Action Plan Amendments**
**for Housing and Community Development**
**Community Development Block Grant (CDBG) Program**

The City of Fargo is considering amendments to its Community Development Block Grant (CDBG), a grant awarded to the City by the U.S. Department of Housing and Urban Development (HUD). Following a public comment period and subsequent City Commission action on January 2, 2019, a recommendation regarding these amendments will be forwarded to HUD for their consideration and approval. All citizens are welcome to submit comments at any time during the public comment period or at the public hearing. In advance of the public hearing, alternative formats of this information and accommodation for persons with disabilities will be made upon request (10 hour notice is required). To arrange for services call 701.241.1474; for TDD/Relay service dial 701.241.8258.

**Public Comment Period**: December 1, 2018 through December 30, 2018

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

**Public Hearing:** Monday, December 17, 2018 - 5:15 p.m.
City Commission Chambers
200 3rd Street North, Fargo ND 58102

**Final City Commission Consideration**: Wednesday, January 2, 2019

**Electronic Comments:** planning@FargoND.gov

**Summary of Proposed Amendment:**

**1. Revised Activity: Slum & Blight Abatement/Hazardous Property Clearance + $520,585** May include any of the following clearance and remediation activities: acquisition, environmental remediation, clearance, demolition, rehabilitation to the extent necessary to eliminate a specific condition detrimental to public health and safety, and relocation benefits to qualified tenants or owners as required by state or federal law. The purpose of the amendment is to expand project location to city-wide, allowing for slum and blight removal to occur on a "spot basis" rather than in a specified area (i.e., slum blight area) and to increase the budget to help the City of Fargo meet timely expenditure requirements. Amendment would revise 5-Year Consolidated Plan and 2016/2017/2018 annual action plans. National Objective: Slum & Blight Spot Basis [24 CFR Part 570.208 (b)(2)]; potential HUD Matrix Codes: 04 Clearance and Demolition; 14G Acquisition for Rehabilitation

**Priorities** – Blighted/Hazardous structures and properties in deteriorated condition, including those under the City's abatement/code enforcement authority when the owner has not complied.

**Financial** – This amendment would increase the budget for this activity from $100,000 to approximately $620,585. Approximately $520,585 will be obligated from unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

| Amount | Source |
|---|---|
| $100,000 | Existing approved 2018 budget for Slum & Blight Abatement |
| $165,000 | Full reallocation of Public Facilities Improvements projects (i.e., Great Plains Food Bank - $75,000/Jeremiah Program - $50,000/Youthworks - $40,000) |
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Any additional CDBG program income received in 2018 will also be used for this activity. Program income is primarily based on sporadic single family loan repayments. It fluctuates from year to year and annual estimations may be over or under actual.

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CDBG funds were designated to support a facility upgrade at the Great Plains Food Bank (1720 3rd Avenue North). Based on factors such as availability of contractors and timing of donor pledge payments, Great Plains Food Bank notified the City of Fargo that they were not in a position to fulfill the federal requirements of the grant and declined the 2016 award. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03E – Neighborhood Facilities.

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**Financial** – $50,000 is proposed to be redirected from the Jeremiah Program Fargo-Moorhead project to Slum & Blight Abatement/Hazardous Property Clearance.

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**Financial** – $40,000 is proposed to be redirected from the Youthworks project to Slum & Blight Abatement/Hazardous Property Clearance.

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**Financial** – $150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

**6. New Activity – Washington Elementary School Playground Improvements + $150,000** Playground equipment at the Fargo Public School's Washington Elementary is 30 years old and replacement parts are no longer available to repair the old playground. Replacing equipment and surfaces/landscaping would increase accessibility and safety as new equipment and playground-related codes have been changed significantly in the past 30 years. This playground also functions as a neighborhood playground and may be used by anyone. This new goal would be added to the 5-Year Consolidated Plan, with the specific activity being added to the 2018 Annual Action Plan. National Objective: 570.208(a)(1) – LMA/Eligibility 570.201(c); HUD Matrix Code 03F – Parks, Recreational Facilities

**Financial** – $150,000 is proposed to be redirected from multiple years of unallocated resources due to over-budgeted activities, cancelled activities, and program income receipts higher than expected.

*Comments and suggestions from the public are encouraged during the public comment period and/or at the public hearing (schedule above). In advance of the public hearing, alternative formats of this information or accommodation for persons with disabilities or limited English proficiency will be made upon request (10 hours notice is required). To arrange for services, call 701.241.1474; for TDD/Relay service dial 701.241.8258*

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**RESOLUTION APPROVING**
**AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME 5-YEAR CONSOLIDATED PLAN & ANNUAL ACTION PLANS**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:**

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG)/HOME funds from United States Department of Housing and Urban Development (HUD); and

WHEREAS, in compliance with federal regulations, the City of Fargo has amended its CDBG/HOME 5-Year Consolidated Plan and Annual Action Plans to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the amendments, approval by the Planning Commission and Community Development Committee, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the amendments to the Community Development Block Grant (CDBG)/HOME 5-Year Consolidated Plan & Annual Action Plans to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plans.

**CERTIFICATE**

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

I, Timothy J. Mahoney, the duly elected, qualified and acting Mayor of the City of Fargo, North Dakota; and

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota,

DO HEREBY CERTIFY:

That the foregoing is a full, true and correct copy of the original Resolution, and the whole thereof approving the amendments to the City of Fargo's 5-Year Consolidated Plan and Annual Action Plans for the Community Development Block Grant (CDBG) & HOME programs as described in the foregoing Resolution; which Resolution was duly adopted by the Board of City Commissioners of the City of Fargo, North Dakota, at the meeting of the Board held January 2, 2019 at which Regular Meeting all members present voted in favor of the adoption of the Resolution; and

That such Resolution is now a part of the permanent records of the City of Fargo, as such records are now filed in the office of the City Auditor.

(SEAL)

_____
Timothy J. Mahoney, Mayor of the
City of Fargo, North Dakota

ATTEST:

_____
Steven Sprague, City Auditor

On this ____ day of _____, 2019, before me, _____, a Notary Public in and for Cass County, in the State of North Dakota, personally appeared Timothy J. Mahoney, known to me to be the Mayor of the City of Fargo, North Dakota, and Steven Sprague, City Auditor of the City of Fargo, a municipal corporation under the laws of the State of North Dakota, and they acknowledged to me that they executed the foregoing instrument.

_____
Notary Public, Cass County, North Dakota

CITY OF Fargo

**PUBLIC WORKS/OPERATIONS**

11

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

December 20, 2018

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

RE: RFP for Aerial Lift Truck (RFP18352)

Commissioners:

On December 14th, 2018, proposals were received for one (1) Aerial Lift Truck. Three proposals were submitted by three separate vendors.

The results were as follows:

| Firm | Price |
|---|---|
| ABM Truck Equipment | $115,950.00 |
| Altec Industries, Inc. | $125,892.00 |
| Truck Utilities | $130,500.00 |

The review committee, consisting of Scott Liudahl, Tracy Zablotney and Tanner Smedshammer determined that all vendor's met required specifications. Our recommendation is to purchase based on the low cost proposal from ABM Truck Equipment. Funding for this project is included in the 2019 Forestry Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Aerial Lift Truck from ABM Truck Equipment for the amount of $115,950.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

# Request for Proposals (RFP)

**Aerial Lift Truck RFP Results (RFP18352)**

**12/17/2018**

**Proposal Evaluation Summary**

| | ABM | Truck Utilities | Altec |
|---|---|---|---|
| **Chassis Make** | Ford F-550 | Ford F-550 | Ford F-550 |
| **Aerial Lift Make** | Versalift SST-37-EIH | Duralift DTAX-39FP | AT-37G |
| **Chassis Price** | $ 44,884.00 | $ 48,071.00 | $ 46,274.00 |
| **Aerial Lift and Body Price** | $ 67,557.00 | $ 82,429.00 | $ 77,593.00 |
| **TOTAL** | $ 112,441.00 | $ 130,500.00 | $ 123,867.00 |
| **2 year Warranty** | $ 2,434.00 | | $ 2,025.00 |
| **Auto Boom lock** | $ 1,075.00 | | |
| **TOTAL W/Options** | **$ 115,950.00** | **$ 130,500.00** | **$ 125,892.00** |
| **# of Days** | 270 | 300 | 330-360 |

THE CITY OF Fargo FAR MORE

**PUBLIC WORKS**
**OPERATIONS**

12

**Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants**
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

January 2, 2019

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

Commissioners:

Through the RFP process, rates were secured for three (3) forestry related contracted services. City commission previously approved the agreements along with the option to negotiate and extend additional seasons.

Current agreement status:

1. Tree Removal - 2019 will be season 4 of a 5-year agreement (Cougar Tree Care, Inc.)
2. Stump Removal - 2019 will be season 4 of a 5-year agreement (Cougar Tree Care, Inc.)
3. Landscape Maintenance Services – 2019 will be season 3 of a 5-year agreement (All-Terrain Grounds Maintenance)

| Activity | 2018 rate | 2019 proposed rates |
|---|---|---|
| Tree Removal | $16.40 per diameter inch | $16.73 |
| Stump Removal | $96.82 per stump | $98.76 |
| All-Terrain Grounds Maintenance | $1910 bi-weekly | $1910 (no change) |

Considering last year's numbers, a 2% increase would be approximately $1315 more for tree removals, $249 more for stump removal.

The 2019 forestry budget can support the proposed rates from Cougar Tree Care, Inc., and All-Terrain Grounds Maintenance.

**Recommended motion:**
**Move to approve 2019 contracted forestry services agreements with Cougar Tree Care, Inc. for tree and stump removal (RFP18090), and All-Terrain Grounds Maintenance for landscape bed maintenance (RFP17025).**

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

Commission 2019 contract agreements.doc

# Tree and Stump Removal Services - 2019

## I. Agreement

This agreement is between the City of Fargo (City) and Cougar Tree Care, Inc. (Contractor) to provide tree and stump removal services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional year, provided the negotiated extension is signed by parties on or before January 1st of the contract year.

## II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the removal of trees and stumps in accordance with forestry department specifications. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

## III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

## IV. Contractor's Compensation and Method of Payment

Partial billing is acceptable at any time. Contractor may be subject to Liquidated Damages per the latest version of the City of Fargo Standard Specification for Construction for removals not completed within the allowed time frame.

## V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

## VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

## VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

## VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

**X. Independence of Recipient**

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

**XIII. Law**

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

**XIV. Time of the Essence**

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

**XV. Third Parties**

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

CONTRACTOR

Cougar Tree Care Inc.

By: James Danielson

Its: President

Date: 12-18-18

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

## Landscape Maintenance Services - 2019

**I. Agreement**

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on approximately October 15, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the negotiated extension is signed by parties on or before February 1st of the contract year.

**II. Scope of Services Summary**

Work shall include all labor, materials, equipment, supplies and services required for the maintenance of trees, shrubs, perennials, and planting beds. Services shall include keeping planting beds and mulch/rock areas weed free, and collecting and removing debris. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

**III. Responsibility of the City**

City shall oversee the execution of this agreement and disbursing of funds.

**IV. Contractor's Compensation and Method of Payment**

City will compensate Contractor per bi-weekly price. Invoices for each location shall be submitted monthly.

**V. Termination of the Agreement**

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

**VI. Assignability**

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

**VII. Hold Harmless and Insurance**

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City a Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

**VIII. Contractor Records**

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

12/13/2018

**IX. Monitoring and Evaluation**

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

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Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

**XI. Conflict of Interest**

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

**XII. Entire Agreement**

This agreement constitutes the entire agreement between the parties.

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Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

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**XVI. Headings**

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.



M 12/13/2018

**IN WITNESS WHEREOF**, the undersigned enter into this agreement.

Date:_____

CONTRACTOR

Matt Langemo 12/13/2018

By: Matt Langemo

Its: Customer Relations Manager

Date:_____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

## City of Fargo - landscape maintenance services proposal sheet - 2019

| Site | Location | Usual Per Visit Maintenance Needs | Price per Visit (bi-weekly) 2018 cost | 2019 |
|---|---|---|---|---|
| 1) Main Ave beds | 25th St - 45th St | weed control and trash collection in median and boulevard planting beds | 200 ✓ | 200 |
| 2) South Pointe medians | 33rd – 35th Ave S; 25th to 18th St | weed control and trash collection in medians; prune sucker growth at base of trees as needed **Note: trees only in these medians** | 85 ✓ | 85 |
| 3) Tree/Shrub bed | SW corner - 25th St S/20th Ave | weed control and trash collection | 40 ✓ | 40 |
| 4) Agassiz Crossing | 23rd Ave S – 45th St and west | weed control and trash collection in medians **Note: trees only in these medians** | 85 ✓ | 85 |
| 5) Median bed | Adjacent to 1033 45th St S | weed control and trash | 40 ✓ | 40 |
| 6) Mall Sign | NE Corner – 45th St S/17th Ave | weed control and trash | 60 ✓ | 60 |
| 7) Medians beds | 52nd Ave S, 45th St to South University Dr; South University Dr from 40th Ave S to 52nd Ave S | weed control and trash | 285 ✓ | 285 |
| 8) Round-Abouts | 25th St S at 58th, 64th, and 70th Avenues | weed control and trash | 180 ✓ | 180 |
| 9) Median beds; 8 bench locations - 7 on the east side of 45th, 1 on the west side | 45th St S from 32nd to 52nd Ave | weed control and trash | 315 ✓ | 315 |
| 10) Medians beds | Veterans Blvd, 40th Ave S to 52nd Ave S | weed control and trash | 200 ✓ | 200 |
| 11) Medians beds | 40th Ave S, 51st to 63rd St | weed control and trash | 70 ✓ | 70 |
| 12) Planting beds | Approx. 2900 12th Ave N | weed control and trash | 50 ✓ | 50 |
| 13) Planting bed | Approx. 1910 12th Ave N | weed control and trash | 20 ✓ | 20 |
| 14) Median beds | 18th Ave S, 5th to 11th St | weed control and trash | 40 ✓ | 40 |
| 15) Median bed | 20th Ave S and 16 1/2 St | weed control and trash | 20 ✓ | 20 |
| 16) Median bed | Adjacent to 4462 Woodhaven Dr S | weed control and trash | 20 ✓ | 20 |
| 17) Planting Bed | 502 4th St N (just N of RR tracks) | weed control and trash | 40 ✓ | 40 |
| 18) Median bed | Adjacent to 1333 19th Ave N | weed control and trash | 60 ✓ | 60 |
| 19) Planting bed | 101 2nd St N – floodwall | weed control and trash | 100 ✓ | 100 |
| Total bi-weekly cost | | | $1910 | 1910 |



12/13/2018

M

13

THE CITY OF Fargo FAR MORE

# PUBLIC WORKS/OPERATIONS

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

December 20, 2018

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

RE: Police Negotiations Truck (RFP18311)

Commissioners:

On November 9th 2018, proposals were received from four vendors for one (1) Negotiations Truck Unit.

The results were as follows:

| Firm | Total per unit |
|---|---|
| Herr Display Vans | $159,965.00 |
| Quality Vans | $224,000.00 |
| LDV Inc. | $238,253.00 |
| CVR Industries | $240,000.00 |
| CVR Industries | $245,000.00 |

The review committee, consisting of Lt. William Ahlfeldt, Nicholas Kjonaas, Lauren Cammack, Allan Erickson and Tanner Smedshammer, determined that the proposal submitted by Herr Display Vans met all of the required specifications. Our recommendation is to award to Herr Display Vans for the amount of $159,965.00. Funding for this project is set up with multiple agencies along with the 2019 Police Department budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one Negotiations Truck from Herr Display Vans for the total amount of $159,965.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

# Request for Proposals (RFP)

## NegotiationsTruck

**November 9th, 2018**

**Proposal Evaluation Summary**

| | Herr Display Vans | LDV | CVR | CVR | Quality Vans |
|---|---|---|---|---|---|
| **Chassis Manf.** | 2019 Ford F650 | 2019 Ford F750 | 2019 Ford F650 | Freightliner M2 | 2019 Ford F650 |
| **Body Manf** | US Truck Body | US Truck Body | CVR~ITB | CVR~ITB | Quality Vans Custom |
| **Chassis Price** | $68,775.00 | $63,072.00 | $67,500.00 | $72,500.00 | $63,000.00 |
| **Body Price** | $91,190.00 | $28,645.00 | $172,500.00 | $172,500.00 | $161,000.00 |
| **Equipment Price** | | $146,536.00 | | | |
| **Delivery Date** | 240 days | 360 days | 160 days | 160 days | 240-350 days |
| **Total** | $159,965.00 | $238,253.00 | $240,000.00 | $245,000.00 | $224,000.00 |

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# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-18-A1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/10/2018

| Routing | Date |
|---|---|
| City Commission | 1/2/2018 |
| PWPEC File | X |
| Project File | Jim Mohr |

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Negative Final Balancing Change Order #2, in the amount of $-85.10 bringing the total contract amount to $451,027.30.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of $-85.10.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of $-85.10 to Northstar Safety, bringing the total contract amount to $451,027.30.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Funds

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

# CITY OF FARGO
# ENGINEERING DEPARTMENT
# CHANGE ORDER REPORT

| | | | |
|---|---|---|---|
| **Project No** | TM-18-A1 | **Change Order No** | 2 |
| **Project Name** | Pavement Markings & Incidentals | | |
| **Date Entered** | 12/3/2018 | **For** | Northstar Safety Inc |

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

**EXPLANATION OF CHANGE:** final balancing change order

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

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Pavement Markings | 1 | Paint Epoxy Line 4" Wide | LF | 7,800.00 | 2,991.25 | 10,791.25 | 564.75 | 11,356.00 | 2.00 | 1,129.50 |
| | 2 | Paint Epoxy Line 6" Wide | LF | 100.00 | 0.00 | 100.00 | -100.00 | 0.00 | 3.00 | -300.00 |
| | 3 | Paint Epoxy Line 8" Wide | LF | 500.00 | 125.00 | 625.00 | -347.00 | 278.00 | 5.00 | -1,735.00 |
| | 4 | Paint Epoxy Line 16" Wide | LF | 649.00 | 47.00 | 696.00 | -166.00 | 530.00 | 5.00 | -830.00 |
| | 5 | Paint Epoxy Line 24" Wide | LF | 1,500.00 | 424.00 | 1,924.00 | 252.00 | 2,176.00 | 13.00 | 3,276.00 |
| | 6 | Paint Epoxy Message | SF | 200.00 | 64.00 | 264.00 | 1,019.25 | 1,283.25 | 14.00 | 14,269.50 |
| | 7 | F&I Grooved Plastic Film 4" Wide | LF | 500.00 | 350.00 | 850.00 | 979.00 | 1,829.00 | 6.50 | 6,363.50 |
| | 8 | F&I Grooved Plastic Film 6" Wide | LF | 100.00 | 0.00 | 100.00 | 12.00 | 112.00 | 12.00 | 144.00 |
| | 9 | F&I Grooved Plastic Film 8" Wide | LF | 5,000.00 | 837.00 | 5,837.00 | -2,735.00 | 3,102.00 | 8.00 | -21,880.00 |
| | 10 | F&I Grooved Plastic Film 16" Wide | LF | 1,500.00 | 0.00 | 1,500.00 | -1,198.00 | 302.00 | 17.00 | -20,366.00 |
| | 11 | F&I Grooved Plastic Film 24" Wide | LF | 3,500.00 | 330.00 | 3,830.00 | 1,526.00 | 5,356.00 | 33.80 | 51,578.80 |
| | 12 | F&I Grooved Contrast Film 7" Wide | LF | 17,655.00 | 36.00 | 17,691.00 | -3,546.00 | 14,145.00 | 8.90 | -31,559.40 |
| | 13 | F&I Grooved Plastic Film Message | SF | 1,100.00 | 0.00 | 1,100.00 | -92.00 | 1,008.00 | 25.00 | -2,300.00 |
| | 14 | Obliterate Pavement Markings | SF | 100.00 | 48.00 | 148.00 | 531.00 | 679.00 | 4.00 | 2,124.00 |
| | | | | | | | | **Pavement Markings Sub Total ($)** | | -85.10 |

## Summary

**Source Of Funding**

THE CITY OF Fargo FAR MORE

# CITY OF FARGO
# ENGINEERING DEPARTMENT
# CHANGE ORDER REPORT

| | |
|---|---|
| Net Amount Change Order # 2 ($) | -85.10 |
| Previous Change Orders ($) | 33,887.90 |
| Original Contract Amount ($) | 417,224.50 |
| Total Contract Amount ($) | 451,027.30 |

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

CONTRACT TIME

| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|---|---|---|---|---|---|
| 09/21/2018 | 10/21/2018 | 0.00 | 0.00 | 09/21/2018 | 10/21/2018 |
| Description | | | | | |

| | | | |
|---|---|---|---|
| APPROVED | NICK ENGLAND | APPROVED DATE | 1-2-18 |
| For Contractor | Nick England | Department Head | |
| Title | VICE PRESIDENT | Mayor | |
| | | Attest | |

THE CITY OF
Fargo
FAR MORE

15

**Water Treatment Plant**
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

December 27, 2018

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

Dear Commissioners:

One bid was received for supplying pebble lime to the Water Treatment Plant for 2019. That bid is listed below:

| Water Treatment Plant Lime Chemical Bid Results | | |
|---|---|---|
| Product Name | Vendor | Unit Price |
| Lime | Graymont (WI) LLC | $173.00 / ton |

The recommendation is to award the 2019 lime chemical bid as listed above.

The unit price of $173.00 / ton for lime reflects no change in price from 2018 and equates to an estimated annual cost of $875,380.00 for 2019. With the additional water treatment through the Membrane Water Treatment Facility, the lime useage for 2019 is estimated to be 5,060 tons which is a 24% reduction from 2018.

Sincerely,

Brian A. Ward
Water Plant Superintendent

THE CITY OF Fargo FAR MORE

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

18

December 26, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**NDDOT Project No. CPU-NHU-8-010(041)939**
**Temporary Easement – Parcel 5-1**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find a Memorandum of Offer to Landowner form, Memorandum Agreement form, Agreement for Entry and Construction (no compensation) form, original Temporary Easement form and an original Notification and Appraisal Waiver form associated with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939. The City Engineers office is requesting approval of and the donation of a temporary easement across a portion of the property at 501 Main Ave to assist in the reconstruction of Main Ave.

RECOMMENDED MOTION: I/we hereby move to approve and donate a temporary easement across a portion of the property located at 501 Main Ave. in association with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

Enclosures
C: Jeremy Gorden
Nancy J. Morris

# MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6777 (3-2017)

| PCN |
|---|
| 2 1 1 7 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County<br>Cass |
| Parcel(s)<br>5-1 |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

| Valuation Type | Approved Compensation |
|---|---|
| ☐ Appraisal ☒ Waiver Valuation | $11,716.50 |

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| Notes |
|---|
| None |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group, | |
| Signature | Date |

NDDOT MANAGEMENT APPROVAL

| Name (Type or Print)<br>Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☒ Memorandum of Offer Page 2 of 2

☐ Memorandum Agreement Page of

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 5-1 | Construction Easement | 7,811 | X | $1.50 | = | $11,716.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $11,716.50 |
| **Total Temporary Compensation** | $11,716.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $11,716.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $11,716.50 |

# MEMORANDUM AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6776 (8-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County<br>Cass |
| Parcel(s)<br><br>5-1 |

| Landowner Name(s)<br>The City of Fargo, North Dakota, a municipal corporation | | | |
|---|---|---|---|
| Landowner Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

**Executed Document(s)** (check all applicable): ☒Temporary Construction Easement, ☐Agreement for Entry Without Compensation, ☐Warranty Deed, ☐Subordination of Rights, ☐Permanent Maintenance Easement, ☐Other Easement Type(s)

| Date Executed | Total Compensation |
|---|---|
| | $0.00 |

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.
2. N/A feet of fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
7. The Landowner(s) shall inform any and all tenant(s) of proposed work.
8. Additionally:
None

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

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

**EXECUTED the date last signed below.**

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW Agent

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting roup | |
| Signature | Date |

NDDOT ROW Agent

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

NDDOT Management Approval

| Name (Type or Print)<br>Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☐ Memorandum of Offer Page of

☒ Memorandum Agreement Page 3 of 3

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 5-1 | Construction Easement | 7,811 | X | $1.50 | = | $11,716.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $11,716.50 |
| **Total Temporary Compensation** | $11,716.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $11,716.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $11,716.50 |

# AGREEMENT FOR ENTRY AND CONSTRUCTION (NO COMPENSATION)

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 50882 (10-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project | |
|---|---|
| CPU-NHU-8-010(041)939 | |
| Parcel(s)<br>5-1 | |

| Purpose of Project |
|---|
| Grading, driveway reconfiguration, striping |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner(s) Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

This agreement, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505- 0700, and the above-named Landowner.

WITNESSETH, that the Landowner(s), for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of the project stated above and as shown in plans on file with NDDOT. The parcel(s) of land is located in:

| Location | Section | Township | Range | County |
|---|---|---|---|---|
| 501 Main Ave., Fargo, ND | | | | Cass |

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

**EXECUTED the date last signed below.**

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print) | |
|---|---|
| Title | |
| Signature | Date |

# TEMPORARY EASEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 5417 (8-2016)

| TEMPORARY CONSTRUCTION EASEMENT |
|---|

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| Parcel(s) |
| 5-1 |

| Grantor(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Grantor(s) Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

| Date | County |
|---|---|
| | Cass |

This easement, between Grantor(s) whose name and address is listed above and state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as the NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledge, hereby grant, unto NDDOT, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of North Dakota, and more specifically described as follows, to wit:

Parcel Number 5-1

A portion of the unplatted land in the NE 1/4 of Section 7, Township 139 N, Range 48 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows and as shown on plat 5 of 7:

Commencing at the N 1/4 corner of Section 7; thence southerly along the 1/4 line of Section 7, S 01 deg. 59 min. 58 sec. E a distance of 570.09 feet to a point on the survey centerline of US 10; thence easterly along the survey centerline of US 10, S 87 deg. 33 min. 11 sec. E a distance of 32.72 feet; thence N 02 deg. 26 min. 49 sec. E a distance of 37.75 feet to the point of beginning; thence N 01 deg. 59 min. 45 sec. W a distance of 16.80 feet; thence S 87 deg. 33 min. 11 sec. E a distance of 193.90 feet; thence N 02 deg. 26 min. 49 sec. E a distance of 61.36 feet; thence S 86 deg. 30 min. 57 sec. E a distance of 58.99 feet; thence S 02 deg. 28 min. 30 sec. W a distance of 77.04 feet; thence N 87 deg. 33 min. 11 sec. W along the existing northerly right of way of US 10 a distance of 251.54 feet to the point of beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

Said tract is shown on the right of way plat as parcel 5-1 and contains 7811 SF more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Dean Dusheck, PLS, SRF Consulting Group, Inc. 1 North Second Street, Case Plaza Suite 226, Fargo, North Dakota 58102.

The sole purpose of this easement is to grant to the state of North Dakota, for the use and benefit of the NDDOT, the right to remove material for construction purposes from the above-described tract, and NDDOT may remove said material to a desired depth, providing drainage as adequate as presently exists.

Grantor(s) herein specifically give the NDDOT the right of ingress and egress so long as this easement shall remain in full force and effect.

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with NDDOT's use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

In the event construction of this project has not been completed within five years of the date of this easement, then the state of North Dakota is hereby granted an option to renew this easement upon additional consideration to Grantor(s). If this option is exercised, the easement shall then terminate upon completion of the construction of said project, or in five years from the date of the exercise of the option, whichever comes first.

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

**EXECUTED the date last signed below.**

GRANTOR(S)

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency (Type or Print)<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

# NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 60794 (4-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner(s) Address: 225 4th Street North | City: Fargo | State: ND | ZIP Code: 58102 |

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

☒ I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).

☐ I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is $300 for temporary acquisition or $600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over $25,000. In the event the acquisition is estimated to be over $10,000 but under $25,000, the property owner may request an appraisal.

☐ I/we agree to receive the payment based on Waiver Valuation.

☐ I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.
I/we ☐do ☐do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

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

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

ROW AGENT

| Name (Type or Print): Ken Helvey | Agency: SRF Consulting Group |
|---|---|
| Signature | Date |

THE CITY OF Fargo
FAR MORE

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

19

December 26, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**NDDOT Project No. CPU-NHU-8-010(041)939**
**Temporary Easement – Parcel 6-8**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find a Memorandum of Offer to Landowner form, Memorandum Agreement form, Agreement for Entry and Construction (no compensation) form, original Temporary Easement form and an original Notification and Appraisal Waiver form associated with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939. The City Engineers office is requesting approval of and the donation of a temporary easement across a portion of the property at 1 2nd Street N. to assist in the reconstruction of Main Ave.

RECOMMENDED MOTION: I/we hereby move to approve and donate a temporary easement across a portion of the property located at 1 2nd Street N. in association with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

Enclosures
C: Jeremy Gorden
Nancy J. Morris

# MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6777 (3-2017)

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project | |
|---|---|
| CPU-NHU-8-010(041)939 | |
| County | |
| Cass | |
| Parcel(s) | |
| 6-8 | |

| Landowner(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Landowner Address | City | State | ZIP Code |
| 225 Fourth Street N. | Fargo | ND | 58102 |

| Valuation Type | Approved Compensation |
|---|---|
| ☐ Appraisal ☒ Waiver Valuation | $736.50 |

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| Notes |
|---|
| None |

ROW AGENT

| Name (Type or Print) | |
|---|---|
| Ken Helvey | |
| Agency | |
| SRF Consulting Group | |
| Signature | Date |
| | |

NDDOT MANAGEMENT APPROVAL

| Name (Type or Print) | |
|---|---|
| Michael Knox | |
| Signature | Date |
| | |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☒ Memorandum of Offer Page 2 of 2

☐ Memorandum Agreement Page of

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 6-8 | Construction Easement | 491 | X | $1.50 | = | $736.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $736.50 |
| **Total Temporary Compensation** | $736.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $736.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $736.50 |

# MEMORANDUM AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6776 (8-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner Name(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Landowner Address: 225 Fourth Street N. | City: Fargo | State: ND | ZIP Code: 58102 |

**Executed Document(s)** (check all applicable): ☒ Temporary Construction Easement, ☐ Agreement for Entry Without Compensation, ☐ Warranty Deed, ☐ Subordination of Rights, ☐ Permanent Maintenance Easement, ☐ Other Easement Type(s)

| Date Executed | Total Compensation |
|---|---|
| | $0.00 |

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.
2. -None- feet of fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
7. The Landowner(s) shall inform any and all tenant(s) of proposed work.
8. Additionally:
None

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

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

**EXECUTED the date last signed below.**

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW Agent

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT ROW Agent

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

NDDOT Management Approval

| Name (Type or Print)<br>Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

Addendum to:

☐ Memorandum of Offer Page of

☒ Memorandum Agreement Page 3 of 3

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 6-8 | Construction Easement | 491 | X | $1.50 | = | $736.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $736.50 |
| **Total Temporary Compensation** | $736.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $736.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $736.50 |

# AGREEMENT FOR ENTRY AND CONSTRUCTION (NO COMPENSATION)

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 50882 (10-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project | |
|---|---|
| CPU-NHU-8-010(041)939 | |
| Parcel(s)<br>6-8 | |

| Purpose of Project |
|---|
| Sidewalk replacement and grading |

| Landowner(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Landowner(s) Address<br>225 Fourth Street N | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

This agreement, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505- 0700, and the above-named Landowner.

WITNESSETH, that the Landowner(s), for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of the project stated above and as shown in plans on file with NDDOT. The parcel(s) of land is located in:

| Location | Section | Township | Range | County |
|---|---|---|---|---|
| 1-2nd Street South, Fargo, ND | | | | Cass |

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

**EXECUTED the date last signed below.**

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print) | |
|---|---|
| Title | |
| Signature | Date |

# TEMPORARY EASEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 5417 (8-2016)

| TEMPORARY CONSTRUCTION EASEMENT |
|---|

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| Parcel(s) |
| 6-8 |

| Grantor(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Grantor(s) Address<br>225 Fourth Street N. | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

| Date | County |
|---|---|
| | Cass |

This easement, between Grantor(s) whose name and address is listed above and state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as the NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledge, hereby grant, unto NDDOT, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of North Dakota, and more specifically described as follows, to wit:

Parcel Number 6-8

A portion of Lot 2, Block 4, North Dakota R-2 Urban Renewal Addition of Section 7, Township 139 N, Range 48 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows and as shown on plat 6 of 7:

Commencing at the N 1/4 corner of Section 7; thence southerly along the 1/4 line of Section 7, S 01 deg. 59 min. 58 sec. E a distance of 570.09 feet to a point on the survey centerline of US 10; thence easterly along the survey centerline of US 10, S 87 deg. 33 min. 11 sec. E a distance of 1280.97 feet; thence S 02 deg. 26 min. 49 sec. W a distance of 38.87 feet to the point of beginning; thence S 85 deg. 43 min. 59 sec. E along the existing southerly right of way of US 10 a distance of 98.18 feet; thence S 04 deg. 16 min. 01 sec. W a distance of 5.00 feet; thence N 85 deg. 43 min. 59 sec. W a distance of 98.03 feet; thence N 02 deg. 28 min. 30 sec. E a distance of 5.00 feet to the point of beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

Said tract is shown on the right of way plat as parcel 6-8 and contains 491 SF more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Dean Dusheck, PLS, SRF Consulting Group, Inc. 1 North Second Street, Case Plaza Suite 226, Fargo, North Dakota 58102.

The sole purpose of this easement is to grant to the state of North Dakota, for the use and benefit of the NDDOT, the right to remove material for construction purposes from the above-described tract, and NDDOT may remove said material to a desired depth, providing drainage as adequate as presently exists.

Grantor(s) herein specifically give the NDDOT the right of ingress and egress so long as this easement shall remain in full force and effect.

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with NDDOT's use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

In the event construction of this project has not been completed within five years of the date of this easement, then the state of North Dakota is hereby granted an option to renew this easement upon additional consideration to Grantor(s). If this option is exercised, the easement shall then terminate upon completion of the construction of said project, or in five years from the date of the exercise of the option, whichever comes first.

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

**EXECUTED the date last signed below.**

GRANTOR(S)

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency (Type or Print)<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

# NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 60794 (4-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County<br>Cass |
| Parcel(s)<br><br>6-8 |

| Landowner(s)<br>City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
|---|---|---|---|
| Landowner(s) Address<br>225 Fourth Street N. | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

☒ I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).

☐ I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is $300 for temporary acquisition or $600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over $25,000. In the event the acquisition is estimated to be over $10,000 but under $25,000, the property owner may request an appraisal.

☐ I/we agree to receive the payment based on Waiver Valuation.

☐ I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.
I/we ☐do ☐do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

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

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | Agency<br>SRF Consulting Group | |
|---|---|---|
| Signature | | Date |

THE CITY OF Fargo
FAR MORE

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

20

December 27, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**Access Agreement and Easement & Memorandum of Offer to Landowner**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Access Agreement and Easement & Memorandum of Offer to Landowner in association with Improvement District No. #BR-18-A. An agreement has been reached and at this time, we are requesting approval of the Access Agreement and Easement along with Memorandum of Offer to Landowner. Both documents have been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and grant the Access Agreement and Easement & Memorandum of Offer to Landowner with **Lake Agassiz Regional Development Corporation** in association with Improvement District No. #BR-18-A.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

**ACCESS AGREEMENT AND EASEMENT**

THIS ACCESS AGREEMENT AND EASEMENT is made this 21st day of December, 2018, by and between Grantor City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th Street North, Fargo, North Dakota 58102 ("City") and Grantee Lake Agassiz Regional Development Corporation, a North Dakota Non-Profit Corporation ("Lake Agassiz"), 417 Main Avenue, Fargo, ND 58102, for and in consideration of the mutual covenants contained in this Access Agreement and Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

The City grants and conveys to Lake Agassiz, its successors and assigns, a non-exclusive permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

A part of the unplatted portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as:

The easterly 40.00 feet of the southerly 50.00 feet of a tract of land described by EXHIBIT "A" in Quitclaim Deed document 976087 on file at the Cass County Recorder's Office described as:

A tract of unplatted land located in the NE1/4 of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning;** thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a

found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the **True Point of Beginning.**

Said part contains 2,000.00 square feet, more or less.

The property described above is the "Easement Property", defined as the portion of the property located at the street address 501 Main Avenue, Fargo, ND 58102 ("City Property").

Lake Agassiz's easement rights are limited to access, ingress, and egress rights upon, over, and across the Easement Property for Lake Agassiz's officers, agents, representatives, employees, contractors, and other invitees, including the public's use of the Easement Property, for the purpose of providing access to Lake Agassiz's adjacent property as identified in a Quitclaim Deed, Document No. 961637, identified herein as the "Lake Agassiz Property."

City, its successors and assigns, shall be responsible for the maintenance of the pavement and shall ensure the clear, unobstructed use of the Easement Property, for so long as such access is necessary to serve the Lake Agassiz property.

In exchange, Lake Agassiz agrees to limit the use of the Easement Property to passenger vehicles and ordinary traffic, and specifically agrees and understands that extraordinary use of the Easement Property, including commercial vehicles for deliveries and similar activity shall be expressly prohibited on the Easement Property. Lake Agassiz hereby agrees and understands that in exchange for the Easement Property, the City, as part of the Main Avenue reconstruction project, may eliminate the driveway located on the Lake Agassiz Property presently located to the west of the current structure.

Further, City understands and agrees that the revised access provided pursuant to this Access Agreement and Easement shall result in a reduction of two parking spaces of the existing parking lot in its present configuration. City agrees to compensate Lake Agassiz for such reduction. City agrees to remove the existing barrier between the Lake Agassiz Property and the City Property, and

If access is provided by some other means, including a driveway directly onto the Lake Agassiz property, Lake Agassiz, its successors and assigns, agree to voluntarily release the Easement Property.

(Signatures on Following Pages)

LAKE AGASSIZ REGONAL
DEVELOPMENT CORPORATION, a
North Dakota Nonprofit Corporation

By: Don Litch
Its: CFO

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

On this 21ST day of DECEMBER, 2018, before me, a Notary Public in and for said County and State, personally appeared DONALD LITCH, to me known to be the CFO, of Lake Agassiz Regional Development Corporation, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

Notary Public, Cass County, ND
My Commission Expires:

(SEAL)

CITY OF FARGO, a North Dakota
Municipal Corporation

_____
Timothy J. Mahoney M.D., Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

_____
Notary Public, Cass County, ND
My Commission Expires:

(SEAL)

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

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

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

| Project | County | Parcel(s) |
|---|---|---|
| BR-18-A | Cass | 01-3508-01000-000 |
| Landowner | Lake Agassiz Regional Development Corporation | |
| Mailing Address | 417 Main Ave Fargo, ND 58103 | |

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

Eliminate the driveway located on the Lake Agassiz Property presently located to the west of the current structure.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 8,600.00 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 | $ | 8,600.00 |
| Improvements on Right of Way* | $ | |
| Damages to Remainder | $ | |
| Total Offer | | $ 8,600.00 |

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

CITY OF Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

(21)

**AMENDED**
**12-21-2018**

ENGINEER'S REPORT

GRADING, SALVAGED BASE, PC CONCRETE PAVEMENT, HOT MIX ASPHALT, STORM DRAIN, STREET LIGHTING, TRAFFIC SIGNALS, PAVEMENT MARKING, SHARED USE PATH, SIDEWALK, BRIDGE, WATER MAIN & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-19-A

## Nature and Scope

This project is for the reconstruction of 52nd Avenue South from 45th Street to 63rd Street. The project will consist of a 4-lane road section with center median, removing the existing bridge over Drain 27 and replacing it with two new bridges, installing new traffic signal at Veterans and potentially one at 63rd Street (pending NDDOT approval), converting 47th Street, 53rd Street, and 53rd Avenue South intersections to RCUT intersections (reduced conflict U-turn intersections) for improved safety, constructing shared use paths on both sides of the avenue throughout the project limits, and installing new street lighting.

The engineering services for this project were approved by the Fargo City Commission under the 2018 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission in April.

## Purpose

52nd Avenue South is functionally classified as a major arterial roadway. The purpose of the project is to reconstruct and improve 52nd Avenue South from 45th Street to 63rd Street to serve as an important link in the multimodal transportation system. Thereby, accommodating the long-term growth and development within the project area by addressing capacity needs, level of service (LOS), pavement condition and pedestrian infrastructure.

## Feasibility

The estimated construction cost is approximately $18,069,832. Funding for the project will consist of Federal Highway Funds from the NDDOT's Urban Roads Program (Federal), City of West Fargo Funds, Cass County Highway Department Funds, Southeast Cass Water Resource District Funds, and City of Fargo Special Assessment Funds. The project's construction cost breakout is as follows:

| | |
|---|---|
| **Estimated Construction Cost:** | **$ 18,069,832** |
| **Estimated Fargo Share of Construction:** | $ 6,694,322 |
| In-House Engineering Fees (7%) | $ 468,603 |
| Administration Fees (6%) | $ 401,659 |
| Legal/Miscellaneous Fees (3%) | $ 200,830 |
| Interest Fees (4%) | $ 267,773 |
| Contingency Fees (10%) | $ 669,432 |
| **Plus Special Items:** | |
| Right-of-Way | $ 650,000 |
| Utility Relocations | $ 750,000 |
| Consulting Engineering Fee – Preliminary and Final Design | $ 935,000 |
| Consulting Engineering Fee – Construction Services | $ 250,000 |
| **Total Estimated Assessed Street Reconstruction Cost** | **$ 11,287,619** |
| **Estimated Project Cost:** | **$ 22,718,129** |
| **Project Funding Summary:** | |
| Federal Highway Funds – NDDOT Urban Roads Fund | $ 9,349,354 |
| SE Cass Water Resource District | $ 486,156 |
| Cass County Highway Department | $ 1,400,000 |
| City of West Fargo | $ 195,000 |
| Special Assessments – Street Reconstruction | $ 11,287,619 |

Costs will be special assessed according to City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5328
DATE: 12-21-19
NORTH DAKOTA

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

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# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-18-A1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/10/2018

| Routing | Date |
|---|---|
| City Commission | 1/2/2018 |
| PWPEC File | X |
| Project File | Jim Mohr |

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Negative Final Balancing Change Order #2, in the amount of $-85.10 bringing the total contract amount to $451,027.30.

Staff is recommending approval of Negative Final Balancing Change Order #2, in the amount of $-85.10.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of $-85.10 to Northstar Safety, bringing the total contract amount to $451,027.30.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Funds

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

# CITY OF FARGO
# ENGINEERING DEPARTMENT
# CHANGE ORDER REPORT

| | | | |
|---|---|---|---|
| **Project No** | TM-18-A1 | **Change Order No** | 2 |
| **Project Name** | Pavement Markings & Incidentals | | |
| **Date Entered** | 12/3/2018 | **For** | Northstar Safety Inc |

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

**EXPLANATION OF CHANGE:** final balancing change order

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

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Pavement Markings | 1 | Paint Epoxy Line 4" Wide | LF | 7,800.00 | 2,991.25 | 10,791.25 | 564.75 | 11,356.00 | 2.00 | 1,129.50 |
| | 2 | Paint Epoxy Line 6" Wide | LF | 100.00 | 0.00 | 100.00 | -100.00 | 0.00 | 3.00 | -300.00 |
| | 3 | Paint Epoxy Line 8" Wide | LF | 500.00 | 125.00 | 625.00 | -347.00 | 278.00 | 5.00 | -1,735.00 |
| | 4 | Paint Epoxy Line 16" Wide | LF | 649.00 | 47.00 | 696.00 | -166.00 | 530.00 | 5.00 | -830.00 |
| | 5 | Paint Epoxy Line 24" Wide | LF | 1,500.00 | 424.00 | 1,924.00 | 252.00 | 2,176.00 | 13.00 | 3,276.00 |
| | 6 | Paint Epoxy Message | SF | 200.00 | 64.00 | 264.00 | 1,019.25 | 1,283.25 | 14.00 | 14,269.50 |
| | 7 | F&I Grooved Plastic Film 4" Wide | LF | 500.00 | 350.00 | 850.00 | 979.00 | 1,829.00 | 6.50 | 6,363.50 |
| | 8 | F&I Grooved Plastic Film 6" Wide | LF | 100.00 | 0.00 | 100.00 | 12.00 | 112.00 | 12.00 | 144.00 |
| | 9 | F&I Grooved Plastic Film 8" Wide | LF | 5,000.00 | 837.00 | 5,837.00 | -2,735.00 | 3,102.00 | 8.00 | -21,880.00 |
| | 10 | F&I Grooved Plastic Film 16" Wide | LF | 1,500.00 | 0.00 | 1,500.00 | -1,198.00 | 302.00 | 17.00 | -20,366.00 |
| | 11 | F&I Grooved Plastic Film 24" Wide | LF | 3,500.00 | 330.00 | 3,830.00 | 1,526.00 | 5,356.00 | 33.80 | 51,578.80 |
| | 12 | F&I Grooved Contrast Film 7" Wide | LF | 17,655.00 | 36.00 | 17,691.00 | -3,546.00 | 14,145.00 | 8.90 | -31,559.40 |
| | 13 | F&I Grooved Plastic Film Message | SF | 1,100.00 | 0.00 | 1,100.00 | -92.00 | 1,008.00 | 25.00 | -2,300.00 |
| | 14 | Obliterate Pavement Markings | SF | 100.00 | 48.00 | 148.00 | 531.00 | 679.00 | 4.00 | 2,124.00 |
| | | | | | | | | **Pavement Markings Sub Total ($)** | | -85.10 |

## Summary

**Source Of Funding**

THE CITY OF Fargo FAR MORE

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

| | |
|---|---|
| Net Amount Change Order # 2 ($) | -85.10 |
| Previous Change Orders ($) | 33,887.90 |
| Original Contract Amount ($) | 417,224.50 |
| Total Contract Amount ($) | 451,027.30 |

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

**CONTRACT TIME**

| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|---|---|---|---|---|---|
| 09/21/2018 | 10/21/2018 | 0.00 | 0.00 | 09/21/2018 | 10/21/2018 |
| **Description** | | | | | |

| | | | |
|---|---|---|---|
| APPROVED | NICK ENGLAND | APPROVED DATE | 1-2-18 |
| For Contractor | Nick England | Department Head | |
| Title | VICE PRESIDENT | Mayor | |
| | | Attest | |

THE CITY OF
Fargo
FAR MORE

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**Water Treatment Plant**
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

December 27, 2018

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

Dear Commissioners:

One bid was received for supplying pebble lime to the Water Treatment Plant for 2019. That bid is listed below:

| Water Treatment Plant Lime Chemical Bid Results | | |
|---|---|---|
| Product Name | Vendor | Unit Price |
| Lime | Graymont (WI) LLC | $173.00 / ton |

The recommendation is to award the 2019 lime chemical bid as listed above.

The unit price of $173.00 / ton for lime reflects no change in price from 2018 and equates to an estimated annual cost of $875,380.00 for 2019. With the additional water treatment through the Membrane Water Treatment Facility, the lime useage for 2019 is estimated to be 5,060 tons which is a 24% reduction from 2018.

Sincerely,

Brian A. Ward
Water Plant Superintendent

THE CITY OF Fargo
FAR MORE

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

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December 26, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**NDDOT Project No. CPU-NHU-8-010(041)939**
**Temporary Easement – Parcel 5-1**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find a Memorandum of Offer to Landowner form, Memorandum Agreement form, Agreement for Entry and Construction (no compensation) form, original Temporary Easement form and an original Notification and Appraisal Waiver form associated with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939. The City Engineers office is requesting approval of and the donation of a temporary easement across a portion of the property at 501 Main Ave to assist in the reconstruction of Main Ave.

RECOMMENDED MOTION: I/we hereby move to approve and donate a temporary easement across a portion of the property located at 501 Main Ave. in association with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

Enclosures
C: Jeremy Gorden
Nancy J. Morris

# MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6777 (3-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner Address: 225 4th Street North | City: Fargo | State: ND | ZIP Code: 58102 |

| Valuation Type | Approved Compensation |
|---|---|
| ☐ Appraisal ☒ Waiver Valuation | $11,716.50 |

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| Notes |
|---|
| None |

ROW AGENT

| Name (Type or Print): Ken Helvey | |
|---|---|
| Agency: SRF Consulting Group, | |
| Signature | Date |

NDDOT MANAGEMENT APPROVAL

| Name (Type or Print): Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☒ Memorandum of Offer Page 2 of 2

☐ Memorandum Agreement Page of

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 5-1 | Construction Easement | 7,811 | X | $1.50 | = | $11,716.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $11,716.50 |
| **Total Temporary Compensation** | $11,716.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $11,716.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $11,716.50 |

# MEMORANDUM AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6776 (8-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner Name(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| **Landowner Address** | **City** | **State** | **ZIP Code** |
| 225 4th Street North | Fargo | ND | 58102 |

**Executed Document(s)** (check all applicable): ☒ Temporary Construction Easement, ☐ Agreement for Entry Without Compensation, ☐ Warranty Deed, ☐ Subordination of Rights, ☐ Permanent Maintenance Easement, ☐ Other Easement Type(s)

| Date Executed | Total Compensation |
|---|---|
| | $0.00 |

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.
2. N/A feet of fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
7. The Landowner(s) shall inform any and all tenant(s) of proposed work.
8. Additionally:
None

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

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

**EXECUTED the date last signed below.**

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW Agent

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting roup | |
| Signature | Date |

NDDOT ROW Agent

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

NDDOT Management Approval

| Name (Type or Print)<br>Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☐ Memorandum of Offer Page of

☒ Memorandum Agreement Page 3 of 3

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 5-1 | Construction Easement | 7,811 | X | $1.50 | = | $11,716.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $11,716.50 |
| **Total Temporary Compensation** | $11,716.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $11,716.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $11,716.50 |

# AGREEMENT FOR ENTRY AND CONSTRUCTION (NO COMPENSATION)

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 50882 (10-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project | |
|---|---|
| CPU-NHU-8-010(041)939 | |
| Parcel(s)<br>5-1 | |

| Purpose of Project |
|---|
| Grading, driveway reconfiguration, striping |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner(s) Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

This agreement, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505- 0700, and the above-named Landowner.

WITNESSETH, that the Landowner(s), for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of the project stated above and as shown in plans on file with NDDOT. The parcel(s) of land is located in:

| Location | Section | Township | Range | County |
|---|---|---|---|---|
| 501 Main Ave., Fargo, ND | | | | Cass |

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

**EXECUTED the date last signed below.**

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print) | |
|---|---|
| Title | |
| Signature | Date |

# TEMPORARY EASEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 5417 (8-2016)

| TEMPORARY CONSTRUCTION EASEMENT |
|---|

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| Parcel(s) |
| 5-1 |

| Grantor(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Grantor(s) Address<br>225 4th Street North | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

| Date | County |
|---|---|
| | Cass |

This easement, between Grantor(s) whose name and address is listed above and state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as the NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledge, hereby grant, unto NDDOT, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of North Dakota, and more specifically described as follows, to wit:

Parcel Number 5-1

A portion of the unplatted land in the NE 1/4 of Section 7, Township 139 N, Range 48 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows and as shown on plat 5 of 7:

Commencing at the N 1/4 corner of Section 7; thence southerly along the 1/4 line of Section 7, S 01 deg. 59 min. 58 sec. E a distance of 570.09 feet to a point on the survey centerline of US 10; thence easterly along the survey centerline of US 10, S 87 deg. 33 min. 11 sec. E a distance of 32.72 feet; thence N 02 deg. 26 min. 49 sec. E a distance of 37.75 feet to the point of beginning; thence N 01 deg. 59 min. 45 sec. W a distance of 16.80 feet; thence S 87 deg. 33 min. 11 sec. E a distance of 193.90 feet; thence N 02 deg. 26 min. 49 sec. E a distance of 61.36 feet; thence S 86 deg. 30 min. 57 sec. E a distance of 58.99 feet; thence S 02 deg. 28 min. 30 sec. W a distance of 77.04 feet; thence N 87 deg. 33 min. 11 sec. W along the existing northerly right of way of US 10 a distance of 251.54 feet to the point of beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

Said tract is shown on the right of way plat as parcel 5-1 and contains 7811 SF more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Dean Dusheck, PLS, SRF Consulting Group, Inc. 1 North Second Street, Case Plaza Suite 226, Fargo, North Dakota 58102.

The sole purpose of this easement is to grant to the state of North Dakota, for the use and benefit of the NDDOT, the right to remove material for construction purposes from the above-described tract, and NDDOT may remove said material to a desired depth, providing drainage as adequate as presently exists.

Grantor(s) herein specifically give the NDDOT the right of ingress and egress so long as this easement shall remain in full force and effect.

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with NDDOT's use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

In the event construction of this project has not been completed within five years of the date of this easement, then the state of North Dakota is hereby granted an option to renew this easement upon additional consideration to Grantor(s). If this option is exercised, the easement shall then terminate upon completion of the construction of said project, or in five years from the date of the exercise of the option, whichever comes first.

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

**EXECUTED the date last signed below.**

GRANTOR(S)

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency (Type or Print)<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

# NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 60794 (4-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 5-1 |

| Landowner(s) | | | |
|---|---|---|---|
| The City of Fargo, North Dakota, a municipal corporation | | | |
| Landowner(s) Address: 225 4th Street North | City: Fargo | State: ND | ZIP Code: 58102 |

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

- ☒ I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).
- ☐ I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is $300 for temporary acquisition or $600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over $25,000. In the event the acquisition is estimated to be over $10,000 but under $25,000, the property owner may request an appraisal.

- ☐ I/we agree to receive the payment based on Waiver Valuation.
- ☐ I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.
I/we ☐ do ☐ do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

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

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

ROW AGENT

| Name (Type or Print): Ken Helvey | Agency: SRF Consulting Group |
|---|---|
| Signature | Date |

THE CITY OF Fargo
FAR MORE

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

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December 26, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**NDDOT Project No. CPU-NHU-8-010(041)939**
**Temporary Easement – Parcel 6-8**

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find a Memorandum of Offer to Landowner form, Memorandum Agreement form, Agreement for Entry and Construction (no compensation) form, original Temporary Easement form and an original Notification and Appraisal Waiver form associated with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939. The City Engineers office is requesting approval of and the donation of a temporary easement across a portion of the property at 1 2nd Street N. to assist in the reconstruction of Main Ave.

RECOMMENDED MOTION: I/we hereby move to approve and donate a temporary easement across a portion of the property located at 1 2nd Street N. in association with North Dakota Department of Transportation Project No. CPU-NHU-8-010(041)939.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

Enclosures
C: Jeremy Gorden
Nancy J. Morris

# MEMORANDUM OF OFFER TO LANDOWNER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6777 (3-2017)

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Landowner Address: 225 Fourth Street N. | City: Fargo | State: ND | ZIP Code: 58102 |

| Valuation Type | Approved Compensation |
|---|---|
| ☐ Appraisal ☒ Waiver Valuation | $736.50 |

On behalf of the North Dakota Department of Transportation, the right of way agent is hereby authorized to offer the above approved amount as full compensation for the permanent and/or temporary acquisition of the above-identified parcels and all damages incidental thereto.

The attached Compensation and Parcel Breakdown is incorporated with this offer and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

| Notes |
|---|
| None |

ROW AGENT

| Name (Type or Print): Ken Helvey | |
|---|---|
| Agency: SRF Consulting Group | |
| Signature | Date |

NDDOT MANAGEMENT APPROVAL

| Name (Type or Print): Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☒ Memorandum of Offer Page 2 of 2

☐ Memorandum Agreement Page of

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 6-8 | Construction Easement | 491 | X | $1.50 | = | $736.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $736.50 |
| **Total Temporary Compensation** | $736.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $736.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $736.50 |

# MEMORANDUM AGREEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 6776 (8-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County<br>Cass |
| Parcel(s)<br><br>6-8 |

| Landowner Name(s)<br>City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
|---|---|---|---|
| Landowner Address<br>225 Fourth Street N. | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

**Executed Document(s)** (check all applicable): ☒ Temporary Construction Easement, ☐ Agreement for Entry Without Compensation, ☐ Warranty Deed, ☐ Subordination of Rights, ☐ Permanent Maintenance Easement, ☐ Other Easement Type(s)

| Date Executed | Total Compensation |
|---|---|
| | $0.00 |

The Landowner(s), listed above, did execute a document on the date listed above, conveying to the state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as (NDDOT), the above-identified parcel(s) of property, as shown on the right of way plats.

The attached Compensation and Parcel Breakdown is incorporated with this agreement and describes the parcels and/or temporary easement areas that are being acquired for highway purposes.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with this settlement.

1. The state assumes ownership of all trees within the right of way excepting that the Landowner(s) may remove or use said trees prior to construction.
2. -None- feet of fence to be moved by the owner prior to construction of the highway.
3. The Landowner(s) will be permitted to use any cattle pass or drainage structures installed for a cattle or stock pass at their own risk. The state will provide the necessary maintenance for highway purposes. The Landowner(s) will provide the necessary maintenance for use as a stock pass.
4. NDDOT will not maintain any service road except those shown on the plat attached hereto and made a part thereof.
5. Access control is being acquired and the abutting Landowner(s) shall reserve the right of access at temporary points to be designated by the NDDOT director as shown on the right of way plat.
6. The Landowner(s) agree(s) to joint payment with mortgagee, if requested by the mortgagee.
7. The Landowner(s) shall inform any and all tenant(s) of proposed work.
8. Additionally:
None

The NDDOT director, or his/her assigns, must approve all settlements. NDDOT will notify the Landowner(s) in writing **if this settlement is not approved**. Payment by the state must await approval of title and processing of a voucher and warrant through the offices of the state auditor and treasurer. Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

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

**EXECUTED the date last signed below.**

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

LANDOWNER

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW Agent

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT ROW Agent

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

NDDOT Management Approval

| Name (Type or Print)<br>Michael Knox | |
|---|---|
| Signature | Date |

## COMPENSATION & PARCEL BREAKDOWN

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 61188 (9-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

Addendum to:

☐ Memorandum of Offer Page of

☒ Memorandum Agreement Page 3 of 3

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County: Cass |
| Parcel(s): 6-8 |

| Landowner Name(s) (Type or Print) | Initial | Date |
|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | |

The following valuation breakdown describes parcels and/or temporary easement areas that are being acquired for highway purposes:

Permanent Acquisition ☐ Yes ☒ No

Temporary Acquisition ☒ Yes ☐ No

| Parcel # | Type of Temporary Acquisition | ☐ Acres ☒ Sqft | X | Value (Per Acre/Sqft) | = | Parcel Values |
|---|---|---|---|---|---|---|
| 6-8 | Construction Easement | 491 | X | $1.50 | = | $736.50 |

| | |
|---|---|
| Total Temporary Parcel Value | $736.50 |
| **Total Temporary Compensation** | $736.50 |

| Compensation Breakdown | |
|---|---|
| Total Permanent Compensation | |
| Total Temporary Compensation | $736.50 |
| Fencing | |
| Damages | |
| | |
| **Total Compensation Due** | $736.50 |

# AGREEMENT FOR ENTRY AND CONSTRUCTION (NO COMPENSATION)

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 50882 (10-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project | |
|---|---|
| CPU-NHU-8-010(041)939 | |
| Parcel(s)<br>6-8 | |

| Purpose of Project |
|---|
| Sidewalk replacement and grading |

| Landowner(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Landowner(s) Address<br>225 Fourth Street N | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

This agreement, is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505- 0700, and the above-named Landowner.

WITNESSETH, that the Landowner(s), for and in consideration of the sum of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the NDDOT, the right to enter upon the property of the Landowner(s) for the purpose of the project stated above and as shown in plans on file with NDDOT. The parcel(s) of land is located in:

| Location | Section | Township | Range | County |
|---|---|---|---|---|
| 1-2nd Street South, Fargo, ND | | | | Cass |

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

**EXECUTED the date last signed below.**

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

GRANTOR(S):

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print) | |
|---|---|
| Title | |
| Signature | Date |

# TEMPORARY EASEMENT

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 5417 (8-2016)

| TEMPORARY CONSTRUCTION EASEMENT |
|---|

PCN

| 2 | 1 | 1 | 7 | 0 |
|---|---|---|---|---|

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| Parcel(s) |
| 6-8 |

| Grantor(s) | | | |
|---|---|---|---|
| City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
| Grantor(s) Address<br>225 Fourth Street N. | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

| Date | County |
|---|---|
| | Cass |

This easement, between Grantor(s) whose name and address is listed above and state of North Dakota for the use and benefit of the North Dakota Department of Transportation, hereinafter referred to as the NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700.

WITNESSETH, that the Grantor(s), for and in consideration of the sum of one dollar and other valuable consideration to them in hand paid by NDDOT, the receipt whereof is hereby acknowledge, hereby grant, unto NDDOT, its successor and assigns, a temporary easement over land lying and being in the county listed above, State of North Dakota, and more specifically described as follows, to wit:

Parcel Number 6-8

A portion of Lot 2, Block 4, North Dakota R-2 Urban Renewal Addition of Section 7, Township 139 N, Range 48 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows and as shown on plat 6 of 7:

Commencing at the N 1/4 corner of Section 7; thence southerly along the 1/4 line of Section 7, S 01 deg. 59 min. 58 sec. E a distance of 570.09 feet to a point on the survey centerline of US 10; thence easterly along the survey centerline of US 10, S 87 deg. 33 min. 11 sec. E a distance of 1280.97 feet; thence S 02 deg. 26 min. 49 sec. W a distance of 38.87 feet to the point of beginning; thence S 85 deg. 43 min. 59 sec. E along the existing southerly right of way of US 10 a distance of 98.18 feet; thence S 04 deg. 16 min. 01 sec. W a distance of 5.00 feet; thence N 85 deg. 43 min. 59 sec. W a distance of 98.03 feet; thence N 02 deg. 28 min. 30 sec. E a distance of 5.00 feet to the point of beginning.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the State of North Dakota and North Dakota Department of Transportation by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

Said tract is shown on the right of way plat as parcel 6-8 and contains 491 SF more or less, and is subject to any easements or rights of way previously acquired.

END OF DESCRIPTION.

The legal description was prepared by Dean Dusheck, PLS, SRF Consulting Group, Inc. 1 North Second Street, Case Plaza Suite 226, Fargo, North Dakota 58102.

The sole purpose of this easement is to grant to the state of North Dakota, for the use and benefit of the NDDOT, the right to remove material for construction purposes from the above-described tract, and NDDOT may remove said material to a desired depth, providing drainage as adequate as presently exists.

Grantor(s) herein specifically give the NDDOT the right of ingress and egress so long as this easement shall remain in full force and effect.

Grantor(s) shall not alter the condition of the land during the term of this easement. Grantor(s) shall not store equipment or other property on the easement during the term of the easement, except for those existing fixtures that will not interfere with NDDOT's use of this easement.

It is a condition of this easement that it shall not be filed for record and that all rights conveyed to the state of North Dakota and NDDOT by this instrument shall terminate upon completion of construction of said project, or in five years from the date of conveyance, whichever comes first.

In the event construction of this project has not been completed within five years of the date of this easement, then the state of North Dakota is hereby granted an option to renew this easement upon additional consideration to Grantor(s). If this option is exercised, the easement shall then terminate upon completion of the construction of said project, or in five years from the date of the exercise of the option, whichever comes first.

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

**EXECUTED the date last signed below.**

GRANTOR(S)

| Name (Type or Print) | |
|---|---|
| Signature | Date |

WITNESS

| Name (Type or Print) | |
|---|---|
| Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | |
|---|---|
| Agency (Type or Print)<br>SRF Consulting Group | |
| Signature | Date |

NDDOT APPROVAL

| Name (Type or Print)<br>Raymond Barchenger | |
|---|---|
| Signature | Date |

# NOTIFICATION AND APPRAISAL WAIVER

North Dakota Department of Transportation
Environmental & Transportation Services
SFN 60794 (4-2017)

| PCN | | | | |
|---|---|---|---|---|
| 2 | 1 | 1 | 7 | 0 |

| Project |
|---|
| CPU-NHU-8-010(041)939 |
| County<br>Cass |
| Parcel(s)<br><br>6-8 |

| Landowner(s)<br>City of Fargo, Cass County, North Dakota, a municipal corporation under the laws of the State of North Dakota | | | |
|---|---|---|---|
| Landowner(s) Address<br>225 Fourth Street N. | City<br>Fargo | State<br>ND | ZIP Code<br>58102 |

State and federal laws require just compensation be established and that a prompt written offer be made to acquire your property for the full fair market value. In no event will the amount offered be less than the state's approved value. The NDDOT will provide you with a written summary of the value established as just compensation in your offer.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the North Dakota Department of Transportation (NDDOT) to construct the above-named highway project.

☒ I/we do not wish to receive just compensation, but to donate the area, or a portion thereof, necessary for construction as shown on the plat(s).

☐ I/we agree to receive the payment based on Waiver Valuation. (NDDOT minimum payment policy is $300 for temporary acquisition or $600 for permanent acquisition)

Appraisals are required if the acquisition is estimated to be over $25,000. In the event the acquisition is estimated to be over $10,000 but under $25,000, the property owner may request an appraisal.

☐ I/we agree to receive the payment based on Waiver Valuation.

☐ I/we do wish to have my property interest appraised.

In compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646), the owner or their designated representative shall be given an opportunity to accompany the appraiser during the inspection of the property.

I/we ☐ do ☐ do not wish to accompany the appraiser during the inspection of the property.

It is understood that any changes in these plans, adverse to our property, will make this agreement null and void.

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

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

LANDOWNER(S)

| Name (Type or Print) | | Name (Type or Print) | |
|---|---|---|---|
| Signature | Date | Signature | Date |

ROW AGENT

| Name (Type or Print)<br>Ken Helvey | Agency<br>SRF Consulting Group | |
|---|---|---|
| Signature | | Date |

THE CITY OF Fargo
FAR MORE

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

20

December 27, 2018

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

**Re: Main Avenue Reconstruction Project – 2nd Street to Broadway**
**Improvement District No. BR-18-A**
**Access Agreement and Easement & Memorandum of Offer to Landowner**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Access Agreement and Easement & Memorandum of Offer to Landowner in association with Improvement District No. #BR-18-A. An agreement has been reached and at this time, we are requesting approval of the Access Agreement and Easement along with Memorandum of Offer to Landowner. Both documents have been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and grant the Access Agreement and Easement & Memorandum of Offer to Landowner with **Lake Agassiz Regional Development Corporation** in association with Improvement District No. #BR-18-A.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

**ACCESS AGREEMENT AND EASEMENT**

THIS ACCESS AGREEMENT AND EASEMENT is made this 21st day of December, 2018, by and between Grantor City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th Street North, Fargo, North Dakota 58102 ("City") and Grantee Lake Agassiz Regional Development Corporation, a North Dakota Non-Profit Corporation ("Lake Agassiz"), 417 Main Avenue, Fargo, ND 58102, for and in consideration of the mutual covenants contained in this Access Agreement and Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

The City grants and conveys to Lake Agassiz, its successors and assigns, a non-exclusive permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

A part of the unplatted portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as:

The easterly 40.00 feet of the southerly 50.00 feet of a tract of land described by EXHIBIT "A" in Quitclaim Deed document 976087 on file at the Cass County Recorder's Office described as:

A tract of unplatted land located in the NE1/4 of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04° 17' 22" East, along the Easterly line of Broadway for a distance of 417.32 feet to the **True Point of Beginning;** thence South 89° 38' 42" East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from The Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00° 20' 45" West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a

found iron monument on the North right of way line of Main Avenue; thence North 89° 32' 13" West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04° 17' 22" West along said right of way line 76.25 feet to the **True Point of Beginning.**

Said part contains 2,000.00 square feet, more or less.

The property described above is the "Easement Property", defined as the portion of the property located at the street address 501 Main Avenue, Fargo, ND 58102 ("City Property").

Lake Agassiz's easement rights are limited to access, ingress, and egress rights upon, over, and across the Easement Property for Lake Agassiz's officers, agents, representatives, employees, contractors, and other invitees, including the public's use of the Easement Property, for the purpose of providing access to Lake Agassiz's adjacent property as identified in a Quitclaim Deed, Document No. 961637, identified herein as the "Lake Agassiz Property."

City, its successors and assigns, shall be responsible for the maintenance of the pavement and shall ensure the clear, unobstructed use of the Easement Property, for so long as such access is necessary to serve the Lake Agassiz property.

In exchange, Lake Agassiz agrees to limit the use of the Easement Property to passenger vehicles and ordinary traffic, and specifically agrees and understands that extraordinary use of the Easement Property, including commercial vehicles for deliveries and similar activity shall be expressly prohibited on the Easement Property. Lake Agassiz hereby agrees and understands that in exchange for the Easement Property, the City, as part of the Main Avenue reconstruction project, may eliminate the driveway located on the Lake Agassiz Property presently located to the west of the current structure.

Further, City understands and agrees that the revised access provided pursuant to this Access Agreement and Easement shall result in a reduction of two parking spaces of the existing parking lot in its present configuration. City agrees to compensate Lake Agassiz for such reduction. City agrees to remove the existing barrier between the Lake Agassiz Property and the City Property, and

If access is provided by some other means, including a driveway directly onto the Lake Agassiz property, Lake Agassiz, its successors and assigns, agree to voluntarily release the Easement Property.

(Signatures on Following Pages)

LAKE AGASSIZ REGONAL
DEVELOPMENT CORPORATION, a
North Dakota Nonprofit Corporation

By: Don Litch
Its: CFO

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

On this 21ST day of DECEMBER, 2018, before me, a Notary Public in and for said County and State, personally appeared DONALD LITCH, to me known to be the CFO, of Lake Agassiz Regional Development Corporation, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

Notary Public, Cass County, ND
My Commission Expires:

(SEAL)

CITY OF FARGO, a North Dakota
Municipal Corporation

_____
Timothy J. Mahoney M.D., Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

_____
Notary Public, Cass County, ND
My Commission Expires:

(SEAL)

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

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

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

| Project | County | Parcel(s) |
|---|---|---|
| BR-18-A | Cass | 01-3508-01000-000 |
| Landowner | Lake Agassiz Regional Development Corporation | |
| Mailing Address | 417 Main Ave Fargo, ND 58103 | |

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

Eliminate the driveway located on the Lake Agassiz Property presently located to the west of the current structure.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of $ 8,600.00 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 | $ | 8,600.00 |
| Improvements on Right of Way* | $ | |
| Damages to Remainder | $ | |
| Total Offer | | $ 8,600.00 |

*Description of Damages to Remainder are as follows:

Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

CITY OF Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

**AMENDED**
**12-21-2018**

(21)

ENGINEER'S REPORT

GRADING, SALVAGED BASE, PC CONCRETE PAVEMENT, HOT MIX ASPHALT, STORM DRAIN, STREET LIGHTING, TRAFFIC SIGNALS, PAVEMENT MARKING, SHARED USE PATH, SIDEWALK, BRIDGE, WATER MAIN & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-19-A

## Nature and Scope

This project is for the reconstruction of 52nd Avenue South from 45th Street to 63rd Street. The project will consist of a 4-lane road section with center median, removing the existing bridge over Drain 27 and replacing it with two new bridges, installing new traffic signal at Veterans and potentially one at 63rd Street (pending NDDOT approval), converting 47th Street, 53rd Street, and 53rd Avenue South intersections to RCUT intersections (reduced conflict U-turn intersections) for improved safety, constructing shared use paths on both sides of the avenue throughout the project limits, and installing new street lighting.

The engineering services for this project were approved by the Fargo City Commission under the 2018 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission in April.

## Purpose

52nd Avenue South is functionally classified as a major arterial roadway. The purpose of the project is to reconstruct and improve 52nd Avenue South from 45th Street to 63rd Street to serve as an important link in the multimodal transportation system. Thereby, accommodating the long-term growth and development within the project area by addressing capacity needs, level of service (LOS), pavement condition and pedestrian infrastructure.

## Feasibility

The estimated construction cost is approximately $18,069,832. Funding for the project will consist of Federal Highway Funds from the NDDOT's Urban Roads Program (Federal), City of West Fargo Funds, Cass County Highway Department Funds, Southeast Cass Water Resource District Funds, and City of Fargo Special Assessment Funds. The project's construction cost breakout is as follows:

| | |
|---|---|
| **Estimated Construction Cost:** | **$ 18,069,832** |
| **Estimated Fargo Share of Construction:** | $ 6,694,322 |
| In-House Engineering Fees (7%) | $ 468,603 |
| Administration Fees (6%) | $ 401,659 |
| Legal/Miscellaneous Fees (3%) | $ 200,830 |
| Interest Fees (4%) | $ 267,773 |
| Contingency Fees (10%) | $ 669,432 |
| **Plus Special Items:** | |
| Right-of-Way | $ 650,000 |
| Utility Relocations | $ 750,000 |
| Consulting Engineering Fee – Preliminary and Final Design | $ 935,000 |
| Consulting Engineering Fee – Construction Services | $ 250,000 |
| **Total Estimated Assessed Street Reconstruction Cost** | **$ 11,287,619** |
| **Estimated Project Cost:** | **$ 22,718,129** |
| **Project Funding Summary:** | |
| Federal Highway Funds – NDDOT Urban Roads Fund | $ 9,349,354 |
| SE Cass Water Resource District | $ 486,156 |
| Cass County Highway Department | $ 1,400,000 |
| City of West Fargo | $ 195,000 |
| Special Assessments – Street Reconstruction | $ 11,287,619 |

Costs will be special assessed according to City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5328
DATE: 12-21-19
NORTH DAKOTA

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