# FARGO CITY COMMISSION AGENDA
Monday, July 2, 2018 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, June 18, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

1. 2nd reading of the following Ordinances; 1st reading, 6/18/18:
   a. Amending Sections 13-0301, 13-0302, 13-0303, 13-0304 and 13-0305 of Article 13-03, and Section 13-0401 of Article 13-04 of Chapter 13 of the Fargo Municipal Code Relating to the Control and Regulation of Food Service Establishments.
   b. Annexing a Certain Parcel of Land Lying in the Southeast Quarter of Section 11, Township 138 North, Range 49 West.
   c. Rezoning Certain Parcels of Land Lying in Madelyn's Meadows Addition.
   d. Amending Sections 18-0304, 18-0308 and Enacting Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks; 1st reading, 6/18/18; continue to the July 2, 2018 Regular Meeting.

2. Receive and file Comprehensive Annual Financial Report (CAFR) and Independent Auditor's Report for the year ending December 31, 2017.

3. Master Agreement for Treasury Management Services with Wells Fargo Bank, N.A.

4. Accept results of the Cass County Canvassing Board for the June 12, 2018 Primary Election; declare candidates elected.

5. Amended Site Authorization for Northern Prairie Performing Arts at O'Clevy's.

6. Applications for Games of Chance:
   a. FirstLink for a raffle on 8/9/18.
   b. North Dakota Horse Park Foundation for a calendar raffle from 7/14/18 to 12/31/18.
   c. St. Anthony of Padua Parish for bingo and a raffle on 9/30/18.

7. Notice of Grant Award with the ND Department of Health for Family Planning Depression Screening.

8. Agreement for Services with Nate Hendrickson.

9. Fargo Public Schools Department of Support Services Service Agreement with Fargo Cass Public Health Department for nursing services for Special Education services for summer school 2018.

10. Purchase of Service Agreement with the ND Department of Health for the Women's Way program (CFDA #93.898).

11. Revised Notice of Grant Award with the ND Department of Health for the Public Health Emergency Preparedness/City Readiness Initiative (CFDA #93.074).

12. Purchase of a Permit and Project Management System from the Davenport Group USA, Ltd. in the amount of $206,300.00 (RFP18027).

13. Resolution Approving Plat of Crescent Addition.

14. Engineering Department the authority to approve requests from contractors to work July 4th.

15. Contract Amendment No. 3 with AE2S for an increase of $34,530.00 (Project No. MS-15-P0).

16. Bid award for Project Nos. FM-15-F2 and SN-18-A1.

17. Purchase of one articulated wheel loader from RDO Equipment Company with five annual payments of $48,128.00 to Kinetic Leasing (RFP18068).

18. FEMA Hazard Mitigation Grant Program Amendment No. 5 for a one-year time extension from 3/24/18 to 3/24/19 (Project No. WW1402).

19. Change Orders for Project No. WA1301:
    a. No. 18 for an increase of $110,640.00 for the general construction contract.
    b. No. 16 for an increase of $252,431.28 for the mechanical construction contract.

20. Task Order No. 9 with AE2S for an increase of $296,700.00 for the Water Treatment Plant Residuals Facility improvements.

21. Bid award for Valve Vault Improvements at Water Tower Nos. 4 and 9.

22. Contract and bond for Project No. SN-18-B2.

23. Bills.

24. Special Construction Proposal with CenturyLink for Improvement District No. DN-18-A1.

25. Change Order No. 1 for an increase of $21,000.00 and time extension to 8/29/18 for Improvement District No. BN-16-H1.

26. Infrastructure request contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct the Engineering Department to coordinate design with the Developer's Consultant (Improvement District No. BN-18-L1).

27. Change Order No. 2 for an increase of $54,454.00 and time extension to 8/30/18 for Improvement District No. TR-17-B1.

28. Create Improvement District No. BN-18-L.

29. Contract and bond for Improvement District No. BR-18-H1.

**REGULAR AGENDA:**

30. Recommendation from City Administrator Bruce Grubb for appointment of a City Engineer.

31. Discussion regarding the creation of a Special Assessments Task Force.

32. Recommendation for a Special Assessment Policy Adjustment.

33. Public Hearings - 5:15 pm:

a. Special Assessment list for Water Main Replacement, Force Main Construction, Street Reconstruction Improvement District No. BR-16-B; continued from 10/9/17, 10/23/17, 5/21/18 and 6/18/18 Regular Meetings.

b. Special Assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 5/2/18; set the interest rate at 1% per annum over the net rate on bonds financing said projects; continued from the 6/18/18 Regular Meeting:

1. Alley Paving Improvement District No. AN-17-C.
2. Alley Paving Improvement District No. AN-17-E.
3. Relocate Utilities Improvement District No. BN-15-M.
4. Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Paving and Street Lights Improvement District No. BN-16-G.
5. Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving and Street Lights Improvement District No. BN-16-J.
6. Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb and Gutter, Asphalt Paving and Street Lights Improvement District No. BN-16-K.
7. Sanitary Sewer, Water Main, Storm Sewer, Asphalt Paving and Street Lights Improvement District No. BN-17-F.
8. Water Main Replacement, Force Main, Street Reconstruction Improvement District No. BR-16-A.
9. Street Reconstruction, Railroad Crossing Surface Replacement Improvement District No. BR-17-E.
10. Storm Sewer Lift Station, Storm Sewer Improvement District No. NN-14-0.
11. Storm Sewer Lift Station, Storm Sewer Improvement District No. NN-14-2.
12. Storm Sewer Lift Station Improvement District No. NN-15-A.
13. Storm Sewer Lift Station 48 Expansion, Sewer Service Improvements Improvement District No. NR-16-A.
14. Sanitary Sewer, Water Main, Storm Sewer, P.C. Concrete Paving, Street Lights Improvement District No. PN-14-4.
15. Concrete Curb and Gutter, Asphalt Paving, Street Lights Improvement District No. PN-15-J.
16. Asphalt Wearing Course Improvement District No. PN-17-A.
17. Seal Coat Improvement District No. PR-17-G.
18. Traffic Signal Improvements Improvement District No. TN-16-C.
19. Storm Sewer Repairs Improvement District No. UR-15-B.

c. Renaissance Zone Projects:

1. Beerfish LLC for a commercial lease project located at 247 Roberts Street North.
2. 1631 Hospitality LLC for a commercial lease project located at 635 2nd Avenue North.
3. Hygge Life LLC for a commercial lease project located at 615 2nd Avenue North.

4. Riverview Family Dental PC for a commercial lease project located at 321 4th Street North.
5. Ecce Yoga LLC for a commercial lease project located at 321 4th Street North.
6. DFI BA LLC for a rehabilitation project located at 109 and 111 Broadway North.
7. North 500 Block, LLC for a rehabilitation project located at 502 and 506 Broadway North.

d. Urban Plains (4680, 5100, and 5101 28th Avenue South; 4651 and 4845 30th Avenue South; 5298 31st Avenue South; 4543 and 4737 32nd Avenue South; 2911 45th Street South; 2640, 2660, 2720, 2740, 2760, and 2780 47th Street South; 3180 49th Street South; 3023, 3057, 3079, and 2701 51st Street South; 2633 and 2867 55th Street South; 2907, 2915, 2949, 2975, 3037, and 3151 Seter Parkway South; 3050 and 3155 Brandt Drive South; and 4574 Urban Plains Drive South); approval recommended by the Planning Commission on 6/5/18:

1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lot 1, Block 4, Lots 2-4, Block 5, and Lots 3-4, Block 8, Urban Plains by Brandt 1st Addition; Lots 2-3, Block 1, Lot 2, Block 2, Lot 1, Block 3, Lots 2-3, Block 5, and part of Lot 1, Block 5, Urban Plains by Brandt 2nd Addition; Lots 5-6, Block 1, Urban Plains Medical Park Addition; Lots 7-9 and part of Lot 10, Block 1, Urban Plains Retail Addition; Lots 1-3, Block 3 and Lot 1, Block 4, Urban Plains Center Addition; Parts of Lots 3 and 5, and all of Lot 4, Block 1, Urban Plains Northeast Retail Addition; and Lots 2-3, Block 1, Urban Plains Northeast Retail 2nd Addition.
2. 1st reading of rezoning Ordinance.

34. Resolution Authorizing the Issuance of Refunding Improvement Bonds, Series 2018D.

35. Recommendation to appoint Commissioner Dave Piepkorn as Deputy Mayor.

36. Recommendation for Commission Liaison assignments.

37. Resolution adopting rules and regulations relative to the operation of the agenda and conduct of City Commission meetings.

38. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
    a. Costs totaling $521,819.00.
    b. Costs totaling $567,145.00.

39. Request for PILOT financing for a proposed project to be located at 914 and 918 15th Street North.

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 SECTIONS 13-0301, 13-0302, 13-0303, 13-0304 and 13-0305 OF ARTICLE 13-03, AND SECTION 13-0401 OF ARTICLE 13-04 OF CHAPTER 13 OF THE FARGO MUNICIPAL CODE RELATING TO THE CONTROL AND REGULATION OF FOOD SERVICE ESTABLISHMENTS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 13-0301 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0301. Definitions.--In this chapter, unless the context otherwise requires,

~~1. "Adulterated food" shall mean food which bears or contains any poisonous or deleterious substance in a quantity which may render it injurious to health or which bears or contains added poisonous or deleterious substance for which no safe tolerance has been established by regulation, or in excess of such tolerance if one has been established; a food which consists, in whole or in part, of any filthy, putrid, or decomposed substance, or if it is otherwise unfit for human consumption; a food which has been processed, prepared, packed or held under unsanitary conditions, whereby it may have become contaminated with filth or rendered injurious to health; a food which is, in whole or in part, the product of a diseased animal, or an animal which had died otherwise than by slaughter; a food which is in a container composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~2. "Beverage" shall mean any liquid for drinking, including alcohol and water.~~
~~3. "Commissary" shall mean a catering establishment, restaurant, or any other place in which food, containers, utensils, equipment, or supplies are kept, handled, cleaned, prepared, packaged, and stored, including a service center or base of operations directly from which catering sites, temporary food units, mobile food units or any other off premises locations are supplied or services. The term does not include an area or conveyance at a vending machine location used for the temporary storage of packaged food or beverages.~~
~~4. "Food" shall mean a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption.~~
~~5. "Food service establishment" shall mean any restaurant, limited restaurant, coffee shop, cafeteria, short order café, luncheonette, grill, tearoom, sandwich shop, soda fountain, concession stand, tavern, bar, catering kitchen, institutional kitchen, delicatessen, bakery, grocery store, meat market, food processing plant, mobile unit, temporary unit, or any other similar place in which food or drink is prepared for sale or service to the public on the premises or elsewhere with or without charge.~~
~~6. "Food processing facility" shall mean a commercial operation that manufactures, packages, labels, or stores food for human consumption and does not provide food directly to the consumer and is operating under a federal or state inspection program.~~
~~7. "Limited restaurant" shall mean a food service establishment that is restricted to a specific menu as determined by the public health department or an establishment serving only prepackaged foods, such as frozen pizza and sandwiches, which receive no more than heat treatment and are served directly in the package or on single service articles.~~
~~8.~~ 1. "License" shall mean a written authorization to operate issued by the public health department.
~~9.~~ 2. "Misbranded" shall mean food, if in packaged form, that lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or if it is offered for sale under the name of another food or if it purports to be or is represented as a food for which a definition and standard identity has been prescribed and it is not.
~~10. "Mobile food unit" shall mean a vehicle mounted food service establishment designed to be readily movable.~~
~~11. "Prepackaged food" shall mean any properly labeled processed food, prepackaged to prevent any direct human contact with the food product upon distribution from the manufacturer, and prepared at a facility approved by the public health department.~~
~~12. "Primal cut" means a basic major cut into which carcasses and sides of meat are separated, including, but not limited to, a beef round, pork loin, lamb flank, or veal breast.~~
~~13.~~ 3. "Proprietor" shall mean the person in charge of a food service establishment, whether as owner, lessee, manager, or agent.
~~14.~~ 4. "Public health department" shall mean Fargo Cass Public Health, or any name by which such department shall be known hereafter, and its authorized representatives.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~15. "Restaurant" shall mean every building or other structure, or any part thereof, and all buildings in connection therewith, that are permanently kept, used, maintained, advertised, or held out to the public as a place where meals or lunches are served. The term shall include limited restaurants restricted to a specific menu.~~

~~16. "Retail food store/grocery" shall mean any establishment or section of an establishment where food and food products are offered to the consumer and intended for off-premises consumption. The term does not include an establishment that handles only prepackaged, nonpotentially hazardous foods such as candies and other snack foods, roadside or produce markets that offers only whole, uncut fresh fruits and vegetables for sale, or food and beverage vending machines.~~

~~17. "Retail meat market" shall mean a commercial establishment and buildings or structures connected with it used to process, store or display meat or meat products for retail sale to the public for human consumption. The term does not include a meat establishment operating under the federal or state meat inspection program.~~

~~18. "Temporary food service establishment" shall mean any food service establishment that operates at a fixed location, approved by the public health department, for not more than 14 consecutive days in conjunction with a single event or celebration. The term does not include a nonprofit, public-spirited organization or person providing a limited type of food service, such as prepackaged, nonpotentially hazardous food items.~~

Section 2. Amendment.

Section 13-0302 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0302. Food ~~service~~ establishments ~~and food service vehicles~~ to be kept clean.

Every person keeping, maintaining, or being in charge of any public or private ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food ~~service~~ establishment~~, stall, shop, store, warehouse, storehouse, or wagon, truck, or other vehicle in, on, or about which any meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions are held, kept, stored, or offered for sale or other disposition~~ shall keep such public or private ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food ~~service~~ establishment~~, stall, shop, warehouse, storehouse, or wagon, truck, or other vehicle~~ in a clean, pure, and wholesome condition; and if any such person shall allow or permit the same to be, become, or remain unclean, impure, or unwholesome, ~~he~~ such person shall be guilty of a violation of this article.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Amendment.

Section 13-0303 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0303. Inspection of food ~~service~~ establishments.

Every food ~~service~~ establishment shall be inspected by the public health department as often as necessary to determine compliance with this chapter. Frequency of inspections shall be based on a system of risk categorization which involves types of foods served, the preparation steps these foods require~~, volume of food,~~ and population served~~., and previous compliance history.~~ It shall be the duty of the public health department to visit, as often as required, each public and private food establishment ~~market, bakery, stall, shop, store, warehouse, and storehouse in the city and each and all wagons, trucks, or other vehicles of vendors or street hawkers in, at, or about which any meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions are kept, held, or carried for sale or other disposition as human food and~~ to examine and carefully inspect all such meat, fish, oysters, birds or fowls, vegetables, fruit, or other provisions, and if any adulterated, misbranded, mislabeled, unhealthy, unwholesome, or deleterious meat, fish, oysters, birds, or fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food is found in or about any such public or private ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food ~~service~~ establishment~~, stall, shop, store, warehouse, or storehouse, or in any wagon, truck, or other vehicle of vendors or street hawkers~~, the public health department shall at once give the person in charge or temporarily in charge of the same notice to remove at once the same out of said city or to such place as the public health department shall direct or to destroy the same. The person in whose custody and possession the same shall be found to be shall at once remove the same out of the city or to such place as the public health department shall direct or destroy the same as may be directed. The public health department, if deemed advisable, may take possession of such unhealthy, unwholesome meat, fish, oysters, birds, fowls, vegetables, fruit, or other provisions so intended for sale or other disposition as human food and destroy the same at the expense of the person in whose custody such unwholesome provisions are found. Furthermore, based upon inspection findings or other evidence, the public health department may impound any food that is found to be, or suspected of being, contaminated or adulterated and impound equipment or utensils that are found to be unsanitary or in such disrepair that food, equipment, or utensils may become contaminated or adulterated. No food, equipment, or utensils impounded shall be used unless the impoundment has been released.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Amendment.

Section 13-0304 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0304. ~~Bakeries, bars, restaurants, groceries, meat market, mobile units, temporary units, or any other f~~Food ~~service~~ establishments--Inspection of premises--Inspection fee.--Suspension or revocation of license.

The public health department shall have free access to all ~~bakeries, bars, restaurants, groceries, meat markets, mobile units, temporary units, or any other~~ food ~~service~~ establishments at any reasonable time for purposes of inspection. The public health department may enter, inspect, photograph, and secure any sample, photographs, or other evidence from ~~every bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food ~~service~~ establishment, for the purpose of enforcing this chapter. A written report of the inspection shall be made and a copy shall be ~~supplied or mailed~~ provided to the owner, manager, or operator of the food ~~service~~ establishment. If a person or establishment subject to the requirements of this chapter refuses to permit entry or inspection, the taking of samples, photographs, or other evidence or otherwise attempts to conceal samples or evidence, the public health department may obtain an administrative search warrant to obtain the same. All ~~shops, stores, or units as specified in § 13-0301 of this article~~ food establishments shall pay an annual license fee in an amount to be established by resolution of the board of city commissioners, said fee payable prior to January 1st of each year. A license shall be issued when ~~investigation~~ a pre-operational inspection has determined that the proposed food ~~service~~ establishment and its method of operation will conform to the requirements of this chapter. A license, once issued, is nontransferable. A license shall be valid only for the person, location, type of food sales, or distribution activity approved and, unless suspended or revoked for cause, for the time period indicated. The license shall be posted in a conspicuous place in the food ~~service~~ establishment. Fees shall be sufficient to cover the actual expenses of administering and enforcing this program, including the expenses of inspecting.

Whenever the proprietor of a market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other food ~~service~~ establishment has been convicted of a violation of this chapter and for a period of ten days after the conviction fails to comply with any provision of this chapter, the public health department may suspend or revoke the proprietor's license. Any license may be suspended or revoked by the public health department for violation of this chapter. ~~Bakeries, bars, restaurants, groceries, meat markets, mobile units, temporary units, and a~~Any ~~other~~ food ~~service~~ establishments for which the license has been suspended, shall close and remain closed until the ~~license has~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~been reinstated.~~ public health department has conducted a re-inspection and found the food establishment to be in compliance with this chapter. ~~Any food service establishment for which the license has been revoked shall close and remain closed until a new license has been issued.~~

A. The public health department may suspend any license to operate or direct any food ~~service~~ establishment to close if:

~~A.~~ 1. Immediate danger to the public health or safety is found, unless the danger is immediately corrected. The public health department may temporarily suspend the license and order the food ~~service~~ establishment immediately closed. Immediate danger to the public health and safety means any condition, based upon inspection findings or other evidence, that can cause food infection, food intoxication, disease transmission, rodent or insect infestation, or hazardous condition, including, but not limited to, unsafe food temperature, sewage contamination, nonpotable water supply, or an employee who is a carrier of a communicable disease;

~~B.~~ 2. Operations, facilities, or equipment in the food ~~service~~ establishment fail to comply with the requirements of this chapter;

~~C.~~ 3. The operator fails to submit plans as required in this chapter or an inspection indicates that construction or renovation at the facility is not in substantial compliance with the requirements of this chapter;

~~D.~~ 4. The operator fails to submit a license application for a food ~~service~~ establishment or change of operator;

~~E.~~ 5. The operator was not granted a license under the requirements of this chapter;

~~F.~~ 6. The holder of the license does not remit the annual renewal fee;

~~G.~~ 7. The holder of the license does not comply with the requirements of this chapter; or,

~~H.~~ 8. Interference with the public health department or its agents and assistants in the performance of its duties has occurred.

B. When the public health department has suspended a food service establishment license, the person in charge:

~~A.~~ 1. Shall immediately cease all food service operations;

~~B.~~ 2. Shall be notified in writing by the public health department that the food ~~service~~ establishment license is immediately suspended

upon service of the notice, and that the suspension shall remain in effect until ~~a hearing with the public health department occurs. If~~ the public health department finds the operation to be in compliance with the requirements of this chapter, and that the suspension will be lifted;

~~C.~~ 3. May request a hearing by filing a written request for a hearing with the public health department within 10 days of receipt of the notice of suspension; and,

~~D.~~ 4. Shall be notified, if a written request for a hearing is not filed within 10 days, that the suspension is sustain.

Any food ~~service~~ establishment owner whose license has been suspended may, at any time, ~~make~~ request ~~written application for~~ a re-inspection for the purpose of reinstatement of the license. ~~The application shall include a statement, signed by the owner, that, in the owner's opinion,~~ A re-inspection may only be requested if the conditions causing the suspension have been corrected.

In the event a license has been revoked by the public health department for violation of this chapter, the provisions of this section pertaining to suspension of said license shall be applicable, including the effect of revocation, the notification requirement and the right to a hearing, except that any food establishment for which the license has been revoked shall be, and remain closed, by the licensee until the public health department has conducted a re-inspection and, thereupon, has determined that the food establishment is in compliance with this chapter and the licensee has paid the re-instatement license fee.

The public health department may, after providing opportunity for a hearing, modify, suspend, or revoke a license for serious or repeated violations of any of the requirements of this chapter or for interference in the performance of the duty of the public health department or its agents and assistants.

~~A license may be reinstated or a new license issued if the public health department determines that conditions which prompted the suspension or revocation no longer exist.~~

Section 5. Amendment.

Section 13-0305 of Article 13-03 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0305. Unwholesome food, water, or other provisions not to be brought into city.

No meat, fish, oysters, birds or fowls, vegetables, fruit, water, ice, beverages, or other provisions of any kind not being then healthy, fresh, sound, wholesome, and safe for human

food, nor any part of any animal, fish or fowl that died by accident or from disease, shall be brought into the city, or sold, offered, or held for sale at any public or private ~~market, bakery, bar, restaurant, grocery, meat market, mobile unit, temporary unit, or any other~~ food ~~service~~ establishment~~, stall, shop, store, warehouse, and storehouse,~~ or in any other place in the city by any person.

Section 6. Amendment.

Section 13-0401 of Article 13-04 of Chapter 13 of the Fargo Municipal Code is hereby amended to read as follows:

13-0401. North Dakota ~~requirements for food and beverage establishments~~ Food Code adopted.

There is hereby adopted by reference by the board of city commissioners, for the purpose of prescribing regulations governing standards, relative to ~~bakeries, bars, meat markets, groceries, restaurants, mobile units, temporary units, or any other~~ food ~~service~~ establishments in the city of Fargo, that certain code known as the North Dakota ~~Requirements for Food and Beverage Establishments~~ Food Code recommended and compiled by the North Dakota Department of Health, chapter 33-33-04.1 of the North Dakota Administrative Code, as well as all other applicable chapters or sections of the North Dakota Century Code and this chapter and the same is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city.

Section 7. Penalty.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 8. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

16

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
LYING IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH,
RANGE 49 WEST, IN CASS COUNTY, NORTH DAKOTA

WHEREAS, A Petition for Annexation has been submitted by the owners of not less than three-fourths in assessed value of the property described in said Petition for Annexation to the City of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

WHEREAS, Public notice of the submission of such Petition has been given by publication in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be accomplished by ordinance,

NOW, THEREFORE,

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

Section 1. The following described property located in the Southeast Quarter (SE ¼) of Section Eleven (11), Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County North Dakota, is hereby annexed to the City of Fargo, Cass County, North Dakota:

Beginning at the southeast corner of Lot 15, Block 1 of GOLDEN VALLEY ADDITION, according to the record plat thereof, said County; thence South 02 degree 16 minutes 07 seconds East along the existing City of Fargo corporate limits and parallel to the east of line of said Southeast Quarter 703.96 feet; thence South 89 degrees 05 minutes 36 seconds West 2,373.63 feet to a point of intersection with the southeasterly line of the 100.00-foot wide Right-of-Way for Cass County Drain No. 53; thence North 49 degrees 06 minutes 22 seconds East along the southeasterly line of said Drain No. 53 a distance of 152.36 feet; thence northeasterly 355.98 feet along a tangential curve concave to the northwest and along the easterly line of said Drain No. 53, having a radius of 336.48 feet and a central angle of 60 degrees 37 minutes 00 seconds; thence North 11 degrees 30 minutes 38 seconds West along the easterly line of said Drain No. 53 a distance of 291.00 feet to its intersection with the south line of said GOLDEN VALLEY ADDITION and the existing City of Fargo corporate limits; thence North 89 degrees 05 minutes 27 seconds East along the south line of said GOLDEN VALLEY ADDITION and the existing City of Fargo corporate limits 2,179.20 feet to the point of beginning.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Said tract contains 35.22 acres, more or less.

Section 2. Effective Date.

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

CITY OF FARGO

By_____
Timothy J. Mahoney, its Mayor

ATTEST

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(1c)

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MADELYN'S MEADOWS ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Madelyn's Meadows Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 1, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 18, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Sixteen (16), Block One (1); Lots One (1) through Sixteen (16), Block Two (2); and Lots One (1) through Eight (8), Block Three (3), Madelyn's Meadows Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots Ten (10) through Thirteen (13), Block Three (3), Madelyn's Meadows Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District with a "C-O", Conditional Overlay as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- Permitted uses are restricted to "park and open space" and "detention facilities".

Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

**Office of the City Attorney**

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 28, 2018

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

**RE: Summer 2018 Food Truck Pilot Program—2nd Reading of Ordinance**

Dear Commissioners:

I write to request a continuance for your action on the summer 2018 food truck pilot program –in particular, the ordinance that accompanies the pilot program.

At your June 18 meeting, on the consent agenda, Nicole Crutchfield and Grant Larson submitted a memorandum explaining the summer 2018 food truck pilot program included in your packet at that meeting was an ordinance, described more fully below, that created the legal framework for the pilot program. At your June 18 meeting said ordinance received "first reading". It would normally be the case that any such ordinance would receive second reading and final passage at your July 2 meeting; however, Ms. Crutchfield reports that there is a desire from stakeholders downtown to provide comment and input into the food pilot program and, therefore, she wishes to take two more weeks to collect and distill those comments and to then make a presentation and request your approval of the pilot program policy document at the meeting on July 16th.

**SUGGESTED MOTION:** I move to delay further action, including any second reading or final passage, of an Ordinance Amending Sections 18-0304 and 18-0308, and Enacting Section 18-0318 of Article 18-03 of the Fargo Municipal Code Relating to Use and Care of Streets and Sidewalks until the regular meeting of the city commission scheduled to occur at 5:00 p.m. on Monday, July 16, 2018.

Sincerely,

Erik R. Johnson

ERJ/lmw

Enclosures

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 18-0304, 18-0308 AND ENACTING SECTION 18-0318 OF ARTICLE 18-03 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING TO USE AND CARE OF STREETS AND SIDEWALKS

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; and,

NOW. THEREFORE,

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

Section 1. Amendment.

Section 18-0304 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0304. Sale of merchandise from stands on streets prohibited.

Except as authorized under sections 18-0307 through ~~18-0317~~ 18-0318 herein, it shall be unlawful for any person, firm, or corporation to set up any stand or wagon upon any of the streets, alleys, sidewalks, crosswalks, or public grounds within the city for the purpose of selling therefrom, or exposing for sale, any meats, provisions, refreshments, or any goods or merchandise whatsoever.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 18-0308 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0308. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

A. "Central Business District" shall mean an area within the following boundaries:

1. On the north by 6th Avenue North;
2. On the east by the Red River of the North;
3. On the south by 1st Avenue South; and,
4. The westerly boundary shall be Roberts Street from 6th Avenue North to 1st Avenue North, 9th Street from 1st Avenue North to Northern Pacific Avenue and 8th Street from Northern Pacific Avenue to 1st Avenue South.
5. In addition to the area defined by the foregoing boundaries the Central Business District shall include 7th and 8th Streets South, to 2nd Avenue South.

For purposes of defining this boundary, the sidewalk on both sides of the streets, above-named, shall be included within the Central Business District.

B. Grilling" shall mean the cooking of raw animal products such as meat, poultry or fish on a flat top or charbroil style high-heat surface designed for such purpose, but does not include smoking, deep-fat frying, wok or skillet-style cooking, barbecuing/ rotisserie-style cooking or any other type of cooking.

C. "Grilling pushcart" shall mean a pushcart that includes equipment for grilling.

D. "Merchandise" shall include, but is not limited to, plants, flowers, wearing apparel, jewelry, ornaments, art work, household or office supplies, food or beverages of any kind, whether or not for immediate consumption, or other goods or wares.

E. Mobile food unit" shall mean a food establishment preparing and/or serving foods from a self-contained vehicle, either motorized or within a trailer, located either curbside on a public street or on private property, that may be readily moved without disassembling for transport to another location.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~E.~~F. "Outdoor dining area" shall mean an area in front of or adjacent to a business maintaining a restaurant or limited restaurant license issued by the city health department and located on a public sidewalk whereon tables, chairs or benches are placed for purposes of serving food and/or alcoholic beverages.

~~F.~~G. "Outdoor merchandise area" shall mean an area in front of or adjacent to a retail business where merchandise is located on a public sidewalk for the purpose of displaying, exhibiting, selling or offering for sale merchandise.

~~G.~~H. "Pedestrian way" shall mean the area of sidewalk adjacent to the property line and extending therefrom to the edge of the curb or for a distance of ten (10) feet, whichever is narrower.

~~H.~~I. "Planning Director" shall mean the department head of the Department of Planning and Development of the city of Fargo.

~~I.~~J. "Professional sidewalk entertainer" shall mean a sidewalk entertainer who, through direct or passive behavior, asks for or solicits any form of remuneration and "professional sidewalk entertainment" shall mean sidewalk entertainment performed while the performer is thus soliciting any form of remuneration.

~~J.~~K. "Pushcart" shall mean a wheeled cart which may be moved by one person without the assistance of a motor and which is designed and used for displaying, keeping or storing any food, beverages or other articles for sale by a vendor. To the extent a pushcart is used for displaying, keeping or storing food or beverages, the pushcart must be limited to service of potentially hazardous foods or commissary-wrapped food maintained at proper temperatures, or limited to the preparation and service of frankfurters, as is defined by North Dakota Administrative Code Chapter 33-33-04. Cooking will only be allowed on an approved grilling pushcart.

~~K.~~L. "Review Committee" shall consist of five members to be appointed by the mayor with the consent of the board of city commissioners. Such membership of the review committee may be comprised of one or more city employees from one or more departments within the city.

~~L.~~M. "Sidewalk entertainer" shall mean a person who engages in sidewalk entertainment.

~~M.~~N. "Sidewalk entertainment" shall mean performances which may include, but not be limited to, music, dance, mimes, magicians, clowns, jugglers and theatrical presentations, but specifically excluding speeches, lectures, and sermons.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Enactment.

Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby enacted to read as follows:

18-0318. – Mobile Food Vending.

A. The city of Fargo hereby grants authority to the owner of a mobile food unit that has been issued a Mobile Food Unit license by the health director to undertake, upon any of the streets, alleys, sidewalks, crosswalks, or public grounds within the area within an area of the central business district that has been designated by motion or resolution of the board of city commissioners of the city, the business of selling from said mobile food unit, or exposing for sale, any meats, provisions, refreshments, or any goods or merchandise related thereto.

B. The health director shall have such authority to adopt regulations, rules, standards and practices pertaining to the vending of mobile food units, said regulations, rules, standards, and practices, and any amendments thereto, to take effect upon approval of the board of city commissioners.

C. The authority granted by this article may be suspended or revoked by the board of city commissioners for cause, said cause including knowing or willful failure to comply with this article or knowing or willful failure to comply with the regulations, rules, standards and practices as have been approved by the board of city commissioners as provided in this article.

D. No person, firm or other entity shall, directly or indirectly, operate a mobile food unit in the city without such authority, said person, firm or other entity being guilty of an infraction.

E. No person, firm or other entity shall, directly or indirectly, offer or dispose of, or give away, or cause to be offered or exposed for sale, exchanged, heated, warmed-up, cooked or any combination of the same, at a mobile food vending unit within the city of Fargo without valid authority as set forth in this section.

F. Separate offense for each day.--Each day any person shall violate this section shall constitute a separate infraction or offense.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Penalty.

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

Section 5. Effective Date and Termination Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 18-0304, 18-0308 AND ENACTING SECTION 18-0318 OF ARTICLE 18-03 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING TO USE AND CARE OF STREETS AND SIDEWALKS

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; and,

NOW. THEREFORE,

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

Section 1. Amendment.

Section 18-0304 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0304. Sale of merchandise from stands on streets prohibited.

Except as authorized under sections 18-0307 through ~~18-0317~~ 18-0318 herein, it shall be unlawful for any person, firm, or corporation to set up any stand or wagon upon any of the streets, alleys, sidewalks, crosswalks, or public grounds within the city for the purpose of selling therefrom, or exposing for sale, any meats, provisions, refreshments, or any goods or merchandise whatsoever.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 18-0308 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0308. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this article, except where the context clearly indicates a different meaning:

A. "Central Business District" shall mean an area within the following boundaries:

1. On the north by 6th Avenue North;
2. On the east by the Red River of the North;
3. On the south by 1st Avenue South; and,
4. The westerly boundary shall be Roberts Street from 6th Avenue North to 1st Avenue North, 9th Street from 1st Avenue North to Northern Pacific Avenue and 8th Street from Northern Pacific Avenue to 1st Avenue South.
5. In addition to the area defined by the foregoing boundaries the Central Business District shall include 7th and 8th Streets South, to 2nd Avenue South.

For purposes of defining this boundary, the sidewalk on both sides of the streets, above-named, shall be included within the Central Business District.

B. Grilling" shall mean the cooking of raw animal products such as meat, poultry or fish on a flat top or charbroil style high-heat surface designed for such purpose, but does not include smoking, deep-fat frying, wok or skillet-style cooking, barbecuing/ rotisserie-style cooking or any other type of cooking.

C. "Grilling pushcart" shall mean a pushcart that includes equipment for grilling.

D. "Merchandise" shall include, but is not limited to, plants, flowers, wearing apparel, jewelry, ornaments, art work, household or office supplies, food or beverages of any kind, whether or not for immediate consumption, or other goods or wares.

E. Mobile food unit" shall mean a food establishment preparing and/or serving foods from a self-contained vehicle, either motorized or within a trailer, located either curbside on a public street or on private property, that may be readily moved without disassembling for transport to another location.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~E.~~F. "Outdoor dining area" shall mean an area in front of or adjacent to a business maintaining a restaurant or limited restaurant license issued by the city health department and located on a public sidewalk whereon tables, chairs or benches are placed for purposes of serving food and/or alcoholic beverages.

~~F.~~G. "Outdoor merchandise area" shall mean an area in front of or adjacent to a retail business where merchandise is located on a public sidewalk for the purpose of displaying, exhibiting, selling or offering for sale merchandise.

~~G.~~H. "Pedestrian way" shall mean the area of sidewalk adjacent to the property line and extending therefrom to the edge of the curb or for a distance of ten (10) feet, whichever is narrower.

~~H.~~I. "Planning Director" shall mean the department head of the Department of Planning and Development of the city of Fargo.

~~I.~~J. "Professional sidewalk entertainer" shall mean a sidewalk entertainer who, through direct or passive behavior, asks for or solicits any form of remuneration and "professional sidewalk entertainment" shall mean sidewalk entertainment performed while the performer is thus soliciting any form of remuneration.

~~J.~~K. "Pushcart" shall mean a wheeled cart which may be moved by one person without the assistance of a motor and which is designed and used for displaying, keeping or storing any food, beverages or other articles for sale by a vendor. To the extent a pushcart is used for displaying, keeping or storing food or beverages, the pushcart must be limited to service of potentially hazardous foods or commissary-wrapped food maintained at proper temperatures, or limited to the preparation and service of frankfurters, as is defined by North Dakota Administrative Code Chapter 33-33-04. Cooking will only be allowed on an approved grilling pushcart.

~~K.~~L. "Review Committee" shall consist of five members to be appointed by the mayor with the consent of the board of city commissioners. Such membership of the review committee may be comprised of one or more city employees from one or more departments within the city.

~~L.~~M. "Sidewalk entertainer" shall mean a person who engages in sidewalk entertainment.

~~M.~~N. "Sidewalk entertainment" shall mean performances which may include, but not be limited to, music, dance, mimes, magicians, clowns, jugglers and theatrical presentations, but specifically excluding speeches, lectures, and sermons.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Enactment.

Section 18-0318 of Article 18-03 of Chapter 18 of the Fargo Municipal Code is hereby enacted to read as follows:

18-0318. – Mobile Food Vending.

A. The city of Fargo hereby grants authority to the owner of a mobile food unit that has been issued a Mobile Food Unit license by the health director to undertake, upon any of the streets, alleys, sidewalks, crosswalks, or public grounds within the area within an area of the central business district that has been designated by motion or resolution of the board of city commissioners of the city, the business of selling from said mobile food unit, or exposing for sale, any meats, provisions, refreshments, or any goods or merchandise related thereto.

B. The health director shall have such authority to adopt regulations, rules, standards and practices pertaining to the vending of mobile food units, said regulations, rules, standards, and practices, and any amendments thereto, to take effect upon approval of the board of city commissioners.

C. The authority granted by this article may be suspended or revoked by the board of city commissioners for cause, said cause including knowing or willful failure to comply with this article or knowing or willful failure to comply with the regulations, rules, standards and practices as have been approved by the board of city commissioners as provided in this article.

D. No person, firm or other entity shall, directly or indirectly, operate a mobile food unit in the city without such authority, said person, firm or other entity being guilty of an infraction.

E. No person, firm or other entity shall, directly or indirectly, offer or dispose of, or give away, or cause to be offered or exposed for sale, exchanged, heated, warmed-up, cooked or any combination of the same, at a mobile food vending unit within the city of Fargo without valid authority as set forth in this section.

F. Separate offense for each day.--Each day any person shall violate this section shall constitute a separate infraction or offense.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Penalty.

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

Section 5. Effective Date and Termination Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

CITY OF Fargo

(2)

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

**TO:** **BOARD OF CITY COMMISSIONERS**

**FROM:** **KENT COSTIN, DIRECTOR OF FINANCE**

**RE:** **COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) AND INDEPENDENT AUDITOR'S REPORTS**

**DATE:** **JUNE 25, 2018**

The Finance Division has completed the Comprehensive Annual Financial Report (CAFR) for the year ending December 31, 2017 that includes the Independent Auditor reports on our general purpose financial statements as well as all reports required by OMB A-133 *Audits Of State and Local Governments* for federal grant programs. The independent auditing firm of Eide Bailly & Co. LLP, Fargo North Dakota, completed the audit. A "clean" opinion was provided reflecting adherence to financial requirements and standards which means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

Commissioners met with the audit partner on June 25, 2018 to discuss the audit process, audit results and current financial trends.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures. There were no audit findings or management improvement comments recommended by the auditors.

Upon approval, this report will be submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program for review and grading under this voluntary quality control program. We have achieved this award for the past twenty years.

The entire Comprehensive Annual Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the CAFR, the Executive Summary and the schedule of federal assistance.

**Suggested Motion:**

Approve the Independent Auditor's report and the City Comprehensive Annual Financial Report for the year ending December 31, 2017.

Printed on Recycled paper.

CITY OF Fargo

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

(3)

# MEMORANDUM

**TO:** **Board of City Commissioners**

**FROM:** **Steven Sprague, City Auditor**

**SUBJECT:** **Wells Fargo Treasury Management Agreement**

**DATE:** **June 21, 2018**

The City of Fargo Finance Department would like to formalize our banking relation with Wells Fargo Bank, NA. To that end, we present for your approval the attached Master Agreement for Treasury Management Services. This is a three-year agreement with the option three one-year renewals.

Wells Fargo Bank has been a leader in the banking industry using technology and innovation to present tools that help keep our assets safe. We have enjoyed a long-standing relationship with Wells Fargo Bank and wish to continue into the future.

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

**Recommended Motion:**

**Approve the Treasury Management Agreement with Wells Fargo Bank.**



Printed on Recycled paper.

WELLS FARGO

# Master Agreement for Treasury Management Services

The Service Documentation described below contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (each, "Bank") provide treasury management services ("Services"). The City of Fargo, North Dakota, the Bank customer to which the Services will be provided ("Customer") is identified in the Treasury Management Product Enrollment form or other product enrollment form(s) with acceptance of services language acceptable to Bank (e.g., Mandate Letter) (collectively, the "Acceptance").

Bank and Customer agree:

**1. Service Documentation.** The Service Documentation contains the terms governing each Service and includes:

**1.1.** The Service Description;

**1.2.** The Acceptance;

**1.3.** This Master Agreement for Treasury Management Services ("Agreement");

**1.4.** The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service; and

**1.5.** User Guides, which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices.

The documents and individual provisions of the Service Documentation are intended to complement one another, and the Service Documentation as a whole.

This Agreement and Service Descriptions are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of a Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to a Service or other change requires a change to a Service Description, Bank will post an updated Service Description on the *CEO* portal. When required by Applicable Law (as defined below), Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing the activities of Bank and/or any transaction effected under this Agreement, including, but not limited to, all applicable funds transfer system and

clearing and settlement house rules governing the transactions effected under this Agreement.

2. **Services.** Bank and Customer will agree upon the Service(s) to be provided. Each Service in the applicable jurisdiction is subject to the approval by the applicable branch or subsidiary of Bank. Customer may not begin using a Service until Bank has received all required and properly executed forms and Customer has successfully completed any testing or training requirements. To assist in Bank's establishment or maintenance of its limits or other processing arrangements, or to assist in Bank's compliance with Applicable Law, Customer will provide Bank with all such financial and/or other information Bank reasonably requests.

3. **Changes to Services.** Bank may change (or add to) the terms and fees in the Service Documentation at any time. When required by Applicable Law, Bank will notify Customer of the change. If Customer continues to use a Service after the change becomes effective, it will be bound by the change.

4. **Term and Termination.** Unless earlier terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect for a term of three (3) years with an option to renew annually thereafter for up to three additional terms of one year each upon written agreement of the Parties. Bank may suspend or terminate any Service: (a) following notice to Customer of a breach of any provision of the Service Documentation or any other agreement with Bank, and Customer's failure to cure the breach (if capable of cure) within 15 days of the date of such notice; or (b) without prior notice to Customer if (i) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent or illegal activity, (ii) Customer is subject to, voluntarily or involuntarily, or any action or step is commenced or any resolution is passed that may result in Customer being subject to any bankruptcy, insolvency, winding up, liquidation, judicial management, receivership, administrative management, reorganization or other similar proceeding in any jurisdiction, (iii) Bank determines in its sole discretion that its continued provision of a Service may place Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Customer terminates, liquidates, or dissolves its business or disposes of a substantial portion of its assets, (v) Customer fails to timely pay its debts, (vi) Customer initiates any composition with its creditors, (vii) any guaranty of Customer's obligations to Bank is terminated, revoked, or its validity contested by the guarantor, (viii) Bank determines in its sole discretion that a material adverse change has occurred in Customer's ability to perform its obligations under the Service Documentation, or in the ability of a guarantor of Customer's obligations to Bank to perform its obligations under the applicable guaranty agreement, or (ix) the Account necessary to provide a Service is closed. The termination of a Service will not affect Customer's or Bank's rights with respect to transactions occurring before termination. Bank will not be liable to Customer for any losses or damages Customer may incur as a result of any termination of any Service.

5. **Service Fees.** Customer will pay Bank the fees described in the Service Documentation and any taxes applicable to each Service however designated exclusive of taxes based on Bank's net income. Bank may debit the Account(s) for any fees not covered by earnings credits and any taxes that are due, or it may send

an invoice to Customer for such amounts, which Customer shall promptly pay. Bank's charges and fees shall be set forth as expressed in Bank's applicable fee schedule for Services used in connection with the Account.

6. **Confidential Information.** Unless otherwise provided in the Service Documentation, all User Guides and Terms of Use constitute Bank's or its vendor's confidential information ("Confidential Information"), and Customer will not acquire any ownership interest in or rights to Confidential Information as a result of Customer's use of any Service. Customer will (a) maintain the confidentiality of the Confidential Information; (b) not disclose (or permit its employees or agents to disclose), copy, transfer, sublicense or otherwise make any of it available to any person or entity, other than Customer's employees who have a need to use the Confidential Information in connection with the applicable Service; and (c) not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information. Customer will notify Bank immediately if it knows or suspects that there has been any unauthorized disclosure, possession, use or knowledge (each, an "Unauthorized Use") of any Confidential Information. If Customer (or its employees or agents) is responsible for the Unauthorized Use, Customer will, at its expense, promptly take all actions, including without limitation initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information and obtain redress for any injury caused to Bank as a result of such Unauthorized Use. The parties recognize that Customer's obligation to maintain confidentiality is subject to, and limited by, Customer's obligations under the North Dakota open record law, including N.D.C.C. Section 44-04-17.1, et seq. The parties further recognize that North Dakota open record law does recognize that certain documents or other data may be treated as confidential but also that, to the extent documents, data or records are not confidential or are otherwise not exempt from disclosure, the Customer must disclose the same to the requester within a reasonable time as may be defined by law. To the extent Customer encounters any conflict with its obligations under this provision and applicable state open records laws, Customer shall provide Bank with at least thirty (30) days prior written notice of such conflict and the date and time of day~~, or both~~, by which Customer, in Customer's sole discretion, must make a disclosure.

7.

8. **Currency.** When Customer requests or instructions require that Bank convert the amount of a payment order from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), Bank will do so using its applicable rate of exchange in effect at the time on the day Bank executes the payment order. If a financial institution designated to receive the funds does not pay the beneficiary specified in the payment order, and the funds are returned to Bank, Bank will not be liable to Customer for a sum in excess of the amount of the payment order after Bank has converted it from the Foreign Currency to the Account Currency using the applicable rate of exchange in effect at the time on the day Bank confirms the cancellation of the payment order. Bank bears no liability if the rate it uses for a particular transaction, i.e., the "applicable rate," differs from rates offered or reported by Bank or by third parties, or based upon different times of day, amounts, locations or involving different systems, agents or procedures. Currency exchange rates fluctuate over time, based upon market conditions, liquidity and risk. Customer acknowledges and accepts the risks of such fluctuations between the time Customer requests a payment order and the time the payment order is either completed or is unwound due to a cancellation, an amendment, a rejection or a return.

9. **Liability and Indemnification.**

**9.1.** Bank is under no obligation to honor, in whole or in part, any payment order or other instruction that: (a) exceeds the available balance in the Account, unless otherwise provided in the Service Documentation; (b) is not in accordance with the Service Documentation or Bank's applicable policies, procedures or practices as made available to Customer; (c) Bank has reason to believe may not have been duly authorized, should not be honored for its or Customer's protection, or involves funds subject to a hold, dispute, restriction or legal process; or (d) would possibly result in Bank's contravention of any Applicable Law.

**9.2.** All uses of Services through Customer's ID codes, passwords, token cards, PINs, or passcodes (each, a "Code") will be deemed to be authorized by and binding on Customer, except as provided for in the Service Documentation. Customer's failure to protect Codes may allow an unauthorized party to: (a) use the Services; (b) access Customer's electronic communications and financial data; and (c) send or receive information and communications to Bank. Customer assumes the entire risk of unauthorized use of Codes and unencrypted electronic transmissions.

**9.3.** Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

**9.4.** Customer will promptly furnish written proof of loss to Bank and notify Bank if it becomes aware of any third party claim related to a Service. Customer will cooperate fully (and at its own expense) with Bank in recovering a loss. If Customer is reimbursed by or on behalf of Bank, Bank or its designee will be subrogated to all rights of Customer.

**9.5.** Except as otherwise provided in the account agreement governing the Account, any claim, action or proceeding against Bank for losses or damages arising from a Service, must be brought within one year from the date of the act or omission.

**9.6.** Bank will have no liability for failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond Bank's reasonable control. If Bank determines that any funds transfer or communications network, Internet service provider, or other system(s) it has selected to provide a Service is unavailable, inaccessible or otherwise unsuitable for use by Bank or Customer, Bank may, upon notice to Customer, suspend or discontinue the affected Service.

**9.7.** Except in the case of Bank's negligence or intentional misconduct, Customer will indemnify and hold Bank, its directors, officers, employees and agents harmless from all losses or damages that arise out of: (a) the performance of a Service in accordance with the Service Documentation including without limitation any warranty Bank is required to make to a third party in connection with a Service; (b) an act or omission of any agent, courier or authorized representative of Customer; and (c) if the Service includes a

license or sublicense of any software to Customer, the use or distribution of the software by Customer or any person gaining access to the software through Customer that is inconsistent with the license or sublicense.

**9.8.** Bank will only be liable to Customer for actual damages incurred as a direct result of Bank's failure to exercise reasonable care in providing the Services. Reasonable care requires only that Bank follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Bank's policies and procedures are general internal guidelines for Bank's use and do not establish a higher standard of care for Bank than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure of Bank to perform any of its obligations. Bank's liability to Customer will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

**9.9.** Except as expressly provided otherwise in the Service Documentation, neither party to this Agreement nor its respective directors, officers, employees or agents will be liable to the other party for: (a) any special, consequential, incidental (including without limitation court costs and attorneys' fees), indirect, or punitive losses or damages; or (b) business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of such losses or damages was known to the other party and regardless of the form of the claim or action.

**9.10.** Where Customer sends payments on behalf of its third party customers, Customer agrees it is solely liable to its customers for any and all losses such customers may suffer. Bank hereby excludes all and any liability of whatever nature (including those losses enumerated in subsection 8.9 of this Agreement) arising out of Customer's relationship with its customer.

**10. Governing Law.** The Service Documentation shall be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New York, without reference to its principles of conflicts of laws ("Governing Law").

**Non-Binding Mediation.** The parties agree to consider the use of non-binding mediation in the event of any dispute.

**11. Jurisdiction.** For any proceedings regarding this Agreement (not subject to arbitration in Section 10), Customer hereby irrevocably submits to the jurisdiction of the courts of Cass County in the State of North Dakota or the federal courts located therein over any action or proceeding arising out of or relating to this Agreement and irrevocably agrees that all claims in respect of such action or proceeding may be heard or determined in such courts.

## 12. Miscellaneous.

**12.1 Severability**. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to Customer as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the legality, enforceability or validity of the remaining Service Documentation nor the legality, enforceability or validity of such portion or provision under the law of any other jurisdiction.

**12.2 Entire Agreement.** The Service Documentation (and any documents referred to therein) constitutes and represents the entire agreement between Bank and Customer regarding the Services we provide for all Accounts opened at Bank and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between Customer and Bank relating to any such Service (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

**12.3 No Waiver**. Neither the failure nor any delay by Bank in exercising any right, remedy, power or privilege shall be deemed to be a waiver of such right, remedy, power or privilege. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.

**12.4 No Third Party Beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than Customer and Bank will be deemed to be a third party beneficiary under the Service Documentation.

**12.5 Financial Condition.** Customer will provide Bank promptly upon Bank's request any existing financial statements or other information pertaining to Customer's financial condition or any previously unprepared financial statements which Bank may require Customer to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to Bank.

**12.6 Customer's Representations and Warranties.** Customer represents and warrants that: (a) it will not use any Service in a manner that could result in a contravention of Applicable Law by Customer or Bank; and (b) if Customer employs an agent in connection with its use of any Service, Customer represents and warrants to Bank that: (i) Customer's governing body has duly authorized the agent and (ii) Customer will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it.

**12.7 Customer Communications.** Any communication to Bank regarding Customer's use of a Service from Customer's agent will be deemed to be a communication from Customer, and Customer authorizes Bank to communicate with Customer's agent regarding any such communication or Service.

**12.8 Notice.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Customer will notify Bank promptly in writing of any change in its name, Address, legal status, electronic contact information (including an e-mail address or otherwise), or any other changes relevant to the conduct of the Account or affecting Customer's business relationship with Bank. The term "Address" as used herein refers to a mailing or electronic address. Customer will use the Address where Customer's relationship manager or other manager is located and will address any notice to the attention of such manager.

Bank will be entitled to rely on any notice from Customer that it believes in good faith was authorized by an authorized representative of Customer and, except as expressly stated in another agreement between Customer and Bank, will have no obligation to verify the signature (including an electronic signature). Each party will have a reasonable time after receipt of any notice to act on it

**12.9 Survival.** Sections 1, 4, 5, 6, 7, 8, 9, 10, 11, and 12 will survive termination of this Agreement.

## APPENDIX X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A. – London Branch

2. Wells Fargo Bank, N.A. – Cayman Islands Branch

WELLS FARGO

# Treasury Management Product Enrollment

## Customer Information

| | | | |
|---|---|---|---|
| Customer Name | CITY OF FARGO | CEOCompany ID | CITYF107 |
| Street Address | 200 N. 3rd Street | | |
| City | Fargo | State ND | Zip 58102 |
| Country Name | | Country Code (if applicable) | |
| Primary Contact | Steve Sprague | Phone | (701) 241-1301 |
| Email Address | | Fax | |

## Acceptance of Services

Each person signing in the signature block at the end of this form certifies that:

the customer identified in the signature block ("Customer" or "Company") has received and agrees to be bound by the Service Documentation for the Treasury Management Services (each, a "Service") in which Customer is enrolling as of the date of this form. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s ("Bank") Master Agreement for Treasury Management Services.

Customer has granted the person(s) signing the signature block the authority on Customer's behalf to (i) enter into this and other agreements with Bank for Services on or after the Effective Date of this form and (ii) amend, terminate or otherwise act on behalf of Customer with respect to this form and the Services.

Customer's use of any Service, including each Service Customer enrolls in after the Effective Date of this form, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

"Customer" may also be referred to as "Company" in the Service Documentation.

| Customer Entity Name(s) | TIN, SSN, Int'l, or Gov ID(s) |
|---|---|
| CITYOFFARGO | |

## ACH Origination Services - Security Procedure Elections

**Description of Security Procedure**

**Definitions.** An "Entry" is an automated clearing house ("ACH") debit or credit entry issued in Customer's name, and a "File" is the data file or batch release used to transmit one or more Entries (or a communication amending or canceling an Entry or File) to Bank. An "Initiation Method" is a method Bank offers to Customer for delivering a File to Bank. A "Security Procedure" is the method Customer elects in this form for Bank to verify the authenticity of a File delivered to Bank in Customer's name. Bank will not use the Security Procedure to detect an erroneous or duplicate Entry or File.

**Commercially Reasonable.** Customer has determined the Security Procedure(s) Customer has elected (a) best meets Customer's requirements with regard to the size, type and frequency of Files issued by Customer to Bank and (b) is commercially reasonable. Customer refuses to have its Files verified by any security procedure other than the Security Procedure Customer has elected.

© 2017 Wells Fargo Bank, N.A., All rights reserved.

**Binding Instructions.** Customer will be responsible for any erroneous or duplicate Entry or File Bank receives in Customer's name. Customer agrees to be bound by each Entry and File, or request to cancel or amend an Entry or File, whether or not authorized by Customer, issued in Customer's nameand accepted by Bank in compliance with theSecurity Procedure Customer haselected.

**Confidentiality.** Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against unauthorized Entries or Files and warrants that no individual will beallowed to initiatean Entry or File without propersupervision and safeguards.

## Election of Initiation Method(s) andSecurity Procedure(s)

The Initiation Method(s) and Security Procedure(s) Customer haselected for ACH origination are:

***CustomerEntity***

| CustomerEntity Name(s) | TIN,SSN,Int'l,orGovID(s) |
|---|---|
| CITYOFFARGO | |

***CommercialElectronicOffice®(CEO®)* Initiation Method**

The*CEO®*portal isBank'selectronic banking portal that isaccessed via the Internet. The *CEO®*security procedures are log-on credentials specified by Bank including acompany ID, userID, password, token, and any other authentication or authorization processBank requires from time to time. Customer has declined to use dual custody, which is part of Bank'sstandard *CEO®*security procedures. With dual custody, an authenticated second user approvesselect high-risk ACHactivities. Customer has instead elected to usesingle custody. With single custody there is no secondary approval for any high-risk ACHactivities. Customer acknowledges thesignificantly reduced security, and recognizes the risks and losses that may materialize asa result of its decision to usesingle custody.

**Direct Origination Initiation Method**

**Secure Application FileExchangeTransmission ("SAFE-T").** This transmission platform offersa variety of transmission protocols including hypertext transfer protocol secured (https),FTPoverSSL(FTP/S),secure FTP(S-FTP),and ApplicabilityStatement 2 (AS2).

## *CEO®*AdministrationSet-up

**Type of Request** –Select request type with corresponding start date.

☒ New ☐ Change (Makeselections only for options that should change) Start Date: 09/20/2017

**Company Administrators** –Complete applicable fields.

Company Administrators automatically gain accessto all Administration functions. If selecting Administrator you will need tospecify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will besent a token (unlessone has been assigned already) and will beauthorized asan administrator for all orspecific company authorized *CommercialElectronicOffice®(CEO®)* portal services.

Recognition Card isacomplimentary service that isentitled when a user gainsaccessto Administration.Please choose "No" forRecognition Card in the table below if the usershould not be granted access.

| Company Administrator Name | Email Address | Token Serial Number (If reassigning existing token) | User ID (if existing) | Recognition Card |
|---|---|---|---|---|
| Calkins,Sheree | scalkins@cityoffargo.com | | | ☐ Yes ☒ No |
| FLANAGAN,JENICA | jflanagan@cityoffargo.com | | | ☐ Yes ☒ No |

© 2017WellsFargo Bank,N.A.,All rights reserved.

| Company Administrator Name | Email Address | Token Serial Number (If reassigning existing token) | User ID (if existing) | Recognition Card |
|---|---|---|---|---|
| VANYO, MICHELLE / Sprague,Steve | mvanyo@cityoffargo.com / ssprague@cityoffargo.com | | | ☐ Yes ☒ No |

**Online Activation Option – Ifselected thisoption will apply to all Administrators.**

Online Activation isaservice for Administrators to activateand/or request accessto other bank products and services directly from the *CEO*®portal. Select Yesto enable your Administrators to have thisauthority. Select No if you do not want accessto theservice. There may beadditional eligibility requirements for some products in the Online Activation service.

☒ Yes, enable Online Activation for the Administrators

☐ No, do not grant accessto Online Activation

**Custody Option**

**SingleCustody**–Customer has declined to use dual custody, which is part of Bank'sstandard *CEO*®Administration procedures. With dual custody, an authenticated second user approvesselect high-risk activities. Customer has instead elected to usesingle custody. With single custody there is no secondary approval for any high-risk activities. Customer acknowledges thesignificantly reduced security, and recognizes the risksand losses that may materialize asa result of its decision to usesingle custody.

## Designationof WellsFargo*StagecoachSweep*®Option

***CustomerEntity***

Name(s)

CITYOFFARGO

Customer DDA(s):

Statementsand/or Confirmations will besent to Customer by electronic means unlessotherwise requested by Customer. Electronic means include Bank's*CommercialElectronicOffice*®, facsimileand/orSecureE-Mail.

## Money Market Mutual FundSweepOptions

Customer elects the following Option (check one box only):

☐ **WellsFargo TreasuryPlus Money Market Fund - ClassA - Fund 453**

☐ **WellsFargo TreasuryPlus MMF - ServiceClass - Fund 454**

☐ **WellsFargo 100% Treasury Money Market Fund - ServiceClass - Fund 8**

☐ **WellsFargoGovernment MMFAdminClass - Fund 947**

☒ **WellsFargoGovernment MMFInstitutional - Fund 1751**

☐ **WellsFargo TreasuryPlus MMFInstitutional - Fund 793**

## *CEO*®WiresSet-up– For Company and Account Set-ups with Administration

**Type of Request** –Select request typeand enter corresponding start date.

☒ New ☐ Change

Start Date: 09/20/2017

© 2017WellsFargo Bank, N.A., All rights reserved.

**Company Authorization** – (For existing CEO Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

| Duplicate Check No. of Days (Default - 10) | Default Wire Fee Assignment | Value Date Roll Forward | File Import (File Import and Payment Manager Import) | Get Rate |
|---|---|---|---|---|
| 1 | ☒ Shared (Default)<br>☐ Beneficiary<br>☐ Originator | ☐ Yes<br>☒ No (Default) | ☒ Yes (Default)<br>☐ No | ☒ Yes (Default)<br>☐ No |

**Account Authorization** – Account Funds Transfer

| Account Number | Associated Application | | | |
|---|---|---|---|---|
| | ☒ Wires | ☐ Drawdowns | ☒ Book Transfers | ☒ Template Maintenance |
| | ☐ Wires | ☐ Drawdowns | ☐ Book Transfers | ☐ Template Maintenance |
| | ☐ Wires | ☐ Drawdowns | ☐ Book Transfers | ☐ Template Maintenance |

## Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

STEVEN SPRAGUE — Printed Name of Authorized Signer

701-241-1301 — Phone

Signature

June 21 2018 — Date

| **INTERNAL BANK USE ONLY**<br>**Bank Approval** | |
|---|---|
| | |
| Printed Name of Relationship Manager/Authorized Approver | Phone |
| Relationship Manager/Authorized Approver Signature* | Date |

**By signing this document you are approving and acknowledging this individual is authorized to make these changes on behalf of this company.*

© 2017 Wells Fargo Bank, N.A., All rights reserved.

WELLS FARGO

# Wells Fargo Treasury Management Pricing

## City of Fargo

Pricing as of Sep 2017

| | AFP Code | Service Description | Charge Basis | Price |
|---|---|---|---|---|
| | | **BALANCE & COMPENSATION INFORMATION** | | |
| IAMTH | 000230 | RECOUPMENT MONTHLY | Deposit assessment | 0.12750 |
| | | **GENERAL ACCOUNT SERVICES** | | |
| 22051 | 010000 | ACCT MAINTENANCE | Account | 10.50000 |
| DS510 | 010020 | ZERO BALANCE MASTER ACCOUNT MAINT | Account | 32.50000 |
| DS001 | 010021 | ZERO BALANCE MONTHLY BASE | Account | 2.25000 |
| CK021 | 010100 | DEBITS POSTED | Debit | 0.20000 |
| | | **LOCKBOX SERVICES** | | |
| ED515 | 059999 | E-BOX PAYMENT RETURN | Return | 0.35000 |
| ED500 | 050030 | E-BOX MONTHLY MAINT (W/CROSS REF) | Setup | 10.75000 |
| ED470 | 059999 | E-BOX PAYMENT | Transaction | 0.11000 |
| | | **DEPOSITORY SERVICES** | | |
| 08172 | 100501 | ADJ FOR CASH DEPOSITED IN WF BRANCH | Adjustment | 7.50000 |
| CK161 | 100006 | CASH DEPOSITED IN WF BRANCH | Dollar | 0.00080 |
| CK199 | 10001A | POST VERIFY CASH DEP IN WF BRANCH | Dollar | 0.00150 |
| CK771 | 100010 | LOOSE COIN DEPOSITED IN BRANCH | Coin bag | 3.00000 |
| CK197 | 100040 | CASH ORDER FEE IN A WF BRANCH | Transaction | 3.50000 |
| CK131 | 100040 | ROLLED COIN FURNISHED BY WF BRANCH | Coin roll | 0.15000 |
| CK141 | 100040 | CURRENCY FURNISHED BY WF BRANCH | Dollar | 0.00130 |
| CK068 | 100404 | ADMIN RETURN ITEM-REPAIRED AS CHECK | Transaction | 2.75000 |
| CK062 | 100416 | CEO RETURN ITEM RETRIEVAL-IMAGE | Transaction | 0.25000 |
| CK064 | 100416 | CEO RETURN ITEM SERVICE MTHLY BASE | Customer ID | 0.00000 |
| CK061 | 100400 | RETURN ITEM - CHARGEBACK | Transaction | 6.25000 |
| CK069 | 100401 | RETURN ITEM SPECIAL INSTRUCTIONS | Transaction | 0.25000 |
| CK081 | 100401 | RETURN ITEM SPECIAL INST MTHLY BASE | Account | 10.00000 |
| CK075 | 100402 | RETURN ITEM REDEPOSITED | Transaction | 8.00000 |
| 34235 | 100416 | CEO RETN ITEM SUBSCRIPTION PER ACCT | Subscription | 25.00000 |
| 34237 | 100416 | CEO RETN ITEM SUBSCRIPTION PER ITEM | Item accessed | 0.25000 |
| 70025 | 109999 | SMART DECISION-ELEC CHECK ACH | Check deposited | 0.04950 |
| 70029 | 109999 | SMART DECISION-ELEC CHECK ACH ONUS | Check deposited | 0.04400 |
| 08052 | 100006 | BRANCH DEPOSIT | Deposit | 0.29000 |
| 22723 | 10001A | BRANCH DEPOSIT POST VERIFY | Deposit bag | 0.10000 |
| 12707 | 100610 | DEPOSIT LOCATION REPORTING - ITEM | Transaction | 0.01100 |
| CK462 | 100453 | RETURN ITEM CONVERTED CHK REDEP 2ND | Transaction | 1.50000 |
| CK461 | 100453 | RETURN ITEM CONVERTED CHK REDEPOSIT | Transaction | 1.25000 |
| 001 | 100220 | DEPOSITED CHECKS - ON US | Check deposited | 0.03300 |
| 002 | 100225 | DEPOSITED CHECK | Check deposited | 0.04400 |
| 741 | 100220 | WF ELEC DEPOSIT-DEPOSITED ITEM ONUS | Check deposited | 0.05225 |
| 746 | 100224 | WF ELEC DEPOSIT-DEPOSITED ITEM | Check deposited | 0.07260 |

| | | | | |
|---|---|---|---|---|
| 790 | 100230 | ELECTRONIC DEPOSIT - DEP ADJUSTMENT | Adjustment | 17.00000 |

| | AFP Code | Service Description | Charge Basis | Price |
|---|---|---|---|---|
| | | **PAPER DISBURSEMENT SERVICES** | | |
| DS194 | 150299 | PAYEE VALIDATION MANUAL REVIEW/ITEM | Check | 0.25000 |
| DS191 | 150122 | PAYEE VALIDATION STANDARD-ITEM | Check | 0.01375 |
| 22810 | 150500 | WF CHK CASHED FOR NONACCT HOLDER | Check cashed | 0.00000 |
| 34336 | 150724 | POSITIVE PAY EXCEPTION - CEO IMAGE | Image retrieved | 1.25000 |
| 22222 | 150810 | PRINTING & SUPPLIES-VENDOR | Account | 0.01000 |
| 12812 | 151352 | CEO IMAGE VIEW < 90 DAYS - ITEM | Image retrieved | 0.58300 |
| 12815 | 151352 | CEO IMAGE VIEW > 90 DAYS - ITEM | Image retrieved | 0.58300 |
| 22225 | 150240 | CHECK CASHING THRESHOLD MO BASE | Account | 1.00000 |
| 22245 | 150240 | CHECKS PAY TO INDIV BLOCK MO BASE | Account | 1.00000 |
| 22235 | 150240 | OTC DEBIT BLOCK MONTHLY BASE | Account | 1.00000 |
| 12906 | 150401 | POS PAY CHECK VERIFICATION CALL | Call | 15.00000 |
| 12908 | 150310 | POS PAY CHECKS WITH NO ISSUE RECORD | Check | 0.50000 |
| 12505 | 150222 | POSITIVE PAY EXCEPTION CHECKS RETND | Check returned | 15.00000 |
| 12903 | 150310 | POSITIVE PAY EXCEPTIONS - ITEM | Exception | 1.25000 |
| 12907 | 150030 | POSITIVE PAY MONTHLY BASE | Account | 5.50000 |
| 12682 | 150120 | POSITIVE PAY ONLY - ITEM | Check issued | 0.05500 |
| 12681 | 150030 | POSITIVE PAY ONLY MONTHLY BASE | Account | 5.50000 |
| MD091 | 150240 | PYMT AUTH MAX CHECK MTHLY BASE | Account | 5.00000 |
| 22202 | 150100 | DDA CHECKS PAID | Check paid | 0.11000 |
| | | **PAPER DISBURSEMENT RECON SERVICES** | | |
| DS322 | 200120 | ARP PARTIAL RECONCILIATION - ITEM | Check paid | 0.05500 |
| 34337 | 200201 | CEO CHECK ISSUES-ITEM | Check issued | 0.20000 |
| 12687 | 209999 | ARP AGED ISSUE RECORDS ON FILE-ITEM | Record | 0.01000 |
| 12061 | 200020 | ARP MONTHLY BASE - PARTIAL | Account | 25.00000 |
| 12604 | 200306 | ARP OPTIONAL REPORTS | Report | 0.69300 |
| 12430 | 200301 | ARP OUTPUT - TRANSMISSION | Transmission | 15.00000 |
| 12379 | 200201 | ARP PART POSITIVE PAY ISSUE - ITEM | Check issued | 0.01100 |
| 34350 | 200306 | CEO ARP STMT & RPTS MONTHLY BASE | Account | 1.00000 |
| 12694 | 200100 | OUTGOING TRANSMISSION - PER ITEM | Item reported | 0.01100 |

| | AFP Code | Service Description | Charge Basis | Price |
|---|---|---|---|---|
| | | **GENERAL ACH SERVICES** | | |
| CK018 | 250201 | ELECTRONIC CREDITS POSTED | Credit | 0.12000 |
| 34342 | 250400 | ACH CEO RETURN SUBSCRIPTION - ITEM | Item accessed | 0.05500 |
| 34340 | 250400 | ACH CEO RETURN SUBSCRIPTION-ACCOUNT | Account | 25.00000 |
| ES283 | 250000 | ACH VENDOR MONTHLY BASE | Company ID | 4.75000 |
| ES280 | 250000 | ACH MONTHLY BASE | Subscription | 4.25000 |
| ES211 | 250102 | ACH ONE DAY ITEM | Transaction | 0.05000 |
| ES210 | 250102 | ACH TWO DAY ITEM | Transaction | 0.05800 |
| ES344 | 250202 | ACH RECEIVED ITEM | Transaction | 0.10000 |

| | | | | |
|---|---|---|---|---|
| 06505 | 250302 | ACH RETURN ADMIN -ELECTRONIC | Return | 0.25000 |
| 06502 | 250302 | ACH RETURN ITEM-ELECTRONIC | Return | 0.25000 |
| 06511 | 250312 | ACH RETURN UNAUTHORIZED QUALITY FEE | Return | 5.00000 |
| ES801 | 250501 | ACH TRANSMISSION CHARGE | Batch/file | 2.75000 |
| ES230 | 250620 | ACH DELETE - ITEM | Delete | 30.00000 |
| ES361 | 250642 | ACH REVERSAL - ITEM | Reversal | 35.00000 |
| 70035 | 250102 | SMART DECISION-BRANCH ACH | Check deposited | 0.04400 |
| ES339 | 251010 | ACH SPECIAL INVESTIGATION | Inquiry | 15.00000 |
| 06510 | 251010 | ACH AUTHORIZATION INVESTIGATION | Investigation | 15.00000 |
| 06508 | 251010 | ACH COMPLEX SPECIAL INVESTIGATION | Hour | 210.00000 |
| 34333 | 251050 | ACH CEO FRAUD FILTER REVIEW MO BASE | Account | 5.00000 |
| ES481 | 250302 | ACH NOC - INFO REPORTING ADVICE | Transaction | 0.25000 |
| ES231 | 250620 | ACH DELETE/REVERSE - BATCH/FILE | Batch/file | 40.00000 |
| 34285 | 250703 | CEO ACH HYP ITM DET INQ - PER ITEM | Inquiry | 0.30000 |
| | | **EDI PAYMENT SERVICES** | | |
| 34245 | 300225 | CEO EDI PMT DETAIL - ADDENDA ITEM | Addenda record accessed | 0.05000 |
| 34242 | 300225 | CEO EDI PMT DETAIL - ITEM | Item accessed | 0.10000 |
| 34240 | 300010 | CEO EDI PMT DETAIL SUBSC MO BASE | Account | 25.00000 |
| 28006 | 300200 | REC MGR OR E-BOX TRANSMISSION | Transmission | 15.00000 |
| 28019 | 300010 | RECEIVABLES MANAGER MONTHLY BASE | Setup | 150.00000 |
| | | **WIRE & OTHER FUNDS TRANSFER SERVICE** | | |
| ES030 | 350300 | WIRE IN - DOMESTIC | Transfer | 15.00000 |
| ES139 | 350100 | WIRE OUT DOMESTIC - CEO | Transfer | 8.75000 |
| 18603 | 350580 | WIRE CANCELLED | Transaction | 0.00000 |
| 18030 | 350330 | WIRE IN REPAIR SURCHARGE | Exception | 9.00000 |
| 18602 | 350560 | WIRE INVESTIGATION | Investigation | 65.00000 |
| 18326 | 359999 | WIRE OUT - RETURNED TO ORIGINATOR | Transfer | 55.00000 |
| 18031 | 350541 | WIRE OUT REPAIR SURCHARGE | Exception | 9.00000 |

| | AFP Code | Service Description | Charge Basis | Price |
|---|---|---|---|---|
| | | **INFORMATION SERVICES** | | |
| 34123 | 40022Z | CEO EVENT MESSAGING SERVICE - EMAIL | Email | 0.15000 |
| 34121 | 400274 | CEO INTRADAY REPORTING ITEMS RPTD | Item reported | 0.05500 |
| 34120 | 400055 | CEO INTRADAY REPORTING MAINTENANCE | Account | 30.00000 |
| 34115 | 400272 | CEO PREV DAY REPORTING ITEMS LOADED | Item loaded | 0.05500 |
| 34100 | 400052 | CEO PREV DAY REPORTING MAINTENANCE | Account | 17.50000 |
| 27707 | 400340 | CEO SEARCH | Inquiry | 0.99000 |
| 34252 | 400800 | INFO REPORTING HISTORY STORAGE 90 | Item loaded | 0.00825 |
| | | **INVESTMENT/CUSTODY SERVICES** | | |
| 34110 | 450405 | SWEEP ACCOUNT POSITION REPORT | Sweep master account | 10.00000 |
| 22087 | 450403 | SWEEP STAGECOACH MUTUALFND ELECTNI | Statement | 0.00000 |
| 22094 | 450200 | SWEEP STAGECOACH MUTUAL FND MO BAS | Account | 50.00000 |

A book transfer is a wire between two accounts on the Wells Fargo US account system initiated via CEO Wires or Payment Manager. The debit and credit accounts are in the same relationship and linked by the bank on the wire system

For additional service definitions, please contact your Treasury Management Sales Consultant or visit:
www.wellsfargo.com/accountanalysis

CITY OF Fargo

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

4

# MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: CANVASS OF VOTES FOR JUNE 12, 2018 PRIMARY ELECTION

DATE: JUNE 18, 2018

Attached is a summary of the vote tabulation received from Michael Montplaisir, County Auditor, regarding the results of the June 2018 Primary Election. It contains an abstract of votes cast by precinct. The machines at the precincts tabulated the total votes cast during the day on June 12, 2018 and were summarized and totaled at the Cass County Auditors Office on the evening of June 12, 2018. In the City of Fargo there were 11,127 votes cast.

The races on the ballot included a four-year term for Mayor, one candidate, two four-year term for Commissioner with nine candidates running. Three four-year terms for Park Board, six candidates were running.

The City Commission race had nine candidates running for two positions. Each position is a four-year term. The candidates were Tony Gehrig, Dave Piepkorn, Linda Boyd, Arlette Preston, Michael J. Williams, Tim Flakoll, Liz Maddock-Johnson, Kelan Oster and Lenny Tweeden. The votes garnered by each candidate were as follows:

| | |
|---|---|
| Tony Gehrig | 3,998 |
| Dave Piepkorn | 3,683 |
| Linda Boyd | 3,581 |
| Arlette Preston | 3,081 |
| Michael J. Williams | 3,025 |
| Tim Flakoll | 3,021 |
| Liz Maddock-Johnson | 1,435 |
| Kelan Oster | 254 |
| Lenny Tweeden | 162 |

In the Fargo Park Board race, we had six candidates running for two seats. Each position is a four-year term. The six candidates were Joe Deutsch, Vicki Dawson, Stacey J. Griggs, Matt Magness, Tyler Tracy and Brandi Malarkey. The votes cast for each candidate were as follows:

Printed on Recycled paper.

| | |
|---|---|
| Joe Deutsch | 5,583 |
| Vicki Dawson | 5,476 |
| Stacey J. Griggs | 4,373 |
| Matt Magness | 3,941 |
| Brandi Malarkey | 3,461 |
| Tyler Tracy | 2,518 |

The County Canvassing Board met on Monday June 18th at 10 a.m. to certify the results of the election. We ask that you approve and accept the election results as certified by the Cass County Canvassing Board. If you have any questions, please contact me.

**Recommended Motion:**

Approve and accept the results of the Cass County Canvassing Board and declare; Tim Mahoney, Mayor and Tony Gehrig and Dave Piepkorn as City Commissioners; and Joe Deutsch, Vicki Dawson and Stacey J Griggs as Park District Commissioners.

CASS COUNTY
GOVERNMENT

June 19, 2018

City of Fargo
Steve Sprague, Auditor
PO Box 2083
Fargo, ND 58107-2083

RE: Consolidated Primary Election
June 12, 2018
Certification of Results

Dear Mr. Sprague:

Enclosed is a computer printout of the results of the Election on June 12, 2018. Listed below is a summary of both the candidate(s) and write-in votes.

| City of Fargo | | |
|---|---|---|
| Mayor FARGO<br>Vote for 1 | Timothy J Mahoney | 8991 |
| | WRITE-IN | 415 |
| | | |
| Commissioner FARGO<br>Vote for 2 | Liz Maddock-Johnson | 1435 |
| | Michael J Williams | 3025 |
| | Kelan Oster | 254 |
| | Linda Boyd | 3581 |
| | Dave Piepkorn | 3683 |
| | Lenny N Tweeden | 162 |
| | Arlette Preston | 3081 |
| | Tim Flakoll | 3021 |
| | Tony Gehrig | 3998 |
| | WRITE-IN | 14 |
| | | |
| Park Board Commissioner<br>FARGO PARK<br>Vote for 3 | Stacey J Griggs | 4373 |
| | Matt Magness | 3941 |
| | Joe Deutsch | 5583 |
| | Vicki Dawson | 5476 |
| | Brandi Malarkey | 3791 |
| | Tyler Tracy | 2518 |
| | WRITE-IN | 61 |

Please let us know if you have any questions about the election. Thank you.

Sincerely,

DeAnn Buckhouse, CERA, Election Coordinator
Cass County Auditor's Office

Enc.

Auditor

Michael Montplaisir, CPA
701-241-5601

Treasurer

Charlotte Sandvik
701-241-5611

Box 2806
211 Ninth Street South
Fargo, North Dakota 58103

Fax 701-241-5728

www.casscountynd.gov

## Steve Sprague

**From:** Buckhouse, DeAnn <BuckhouseD@casscountynd.gov>
**Sent:** Monday, June 18, 2018 3:14 PM
**To:** Steve Sprague
**Subject:** RE: canvas

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

Here are the final results:

### Fargo Election Results

**Mayor - Fargo - Non-Partisan - Vote For 1** ☐ Follow This Contest
Precincts Reporting: 22/22

| | Votes | Percent |
|---|---|---|
| NON Timothy J Mahoney | 8,991 | 95.59% |
| NON write-in | 415 | 4.41% |
| **Total Votes** | **9,406** | |

**Commissioner - Fargo - Non-Partisan - Vote For 2** ☐ Follow This Contest
Precincts Reporting: 22/22

| | Votes | Percent |
|---|---|---|
| NON Tony Gehrig | 3,998 | 17.97% |
| NON Dave Piepkorn | 3,683 | 16.55% |
| NON Linda Boyd | 3,581 | 16.09% |
| NON Arlette Preston | 3,081 | 13.84% |
| NON Michael J Williams | 3,025 | 13.59% |
| NON Tim Flakoll | 3,021 | 13.58% |
| NON Liz Maddock-Johnson | 1,435 | 6.45% |
| NON Kelan Oster | 254 | 1.14% |
| NON Lenny N Tweeden | 162 | 0.73% |
| NON write-in | 14 | 0.06% |
| **Total Votes** | **22,254** | |

## Fargo Park Election Results

**Park Board Commissioner - Fargo Park - Non-Partisan - Vote For 3** ☐ Follow This Contest
Precincts Reporting: 22/22

| | Votes | Perce |
|---|---|---|
| NON Joe Deutsch | 5,583 | 21.69% |
| NON Vicki Dawson | 5,476 | 21.27% |
| NON Stacey J Griggs | 4,373 | 16.99% |
| NON Matt Magness | 3,941 | 15.31% |
| NON Brandi Malarkey | 3,791 | 14.73% |
| NON Tyler Tracy | 2,518 | 9.78% |
| NON write-in | 61 | 0.24% |
| Total Votes | 25,743 | |

DeAnn
Election Coordinator

**From:** Steve Sprague <SSprague@FargoND.gov>
**Sent:** Monday, June 18, 2018 3:09 PM
**To:** Buckhouse, DeAnn <BuckhouseD@casscountynd.gov>
**Subject:** canvas

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DeAnn – do you have the canvas results? Wondering how many people voted in Fargo, also the number who voted for Mayor (that sets the petition requirements)
thanks

**Steven Sprague | City Auditor | City of Fargo |** 200 N 3 St. Fargo, ND 58102
o: 701-241-1301 | f: 701-476-4188 | ssprague@fargond.gov

AMENDED

# GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

5

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

Full, Legal Name of Gaming Organization: Northern Prairie Performing Arts

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

| | | | |
|---|---|---|---|
| Name of Location: O'Clevy's | | | |
| Street: 3333 13th Ave S | City: Fargo | ZIP Code: 58103 | County: Cass |
| Beginning Date(s) Authorized: 7/1/18 | Ending Date(s) Authorized: 6/30/19 | Number of twenty-one tables if zero, enter "0": 2 | |
| Specific location where games of chance will be conducted and played at the site **(required)**: Entire lounge area, patio, and banquet facilities | | | |
| If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known | | | |

**RESTRICTIONS (City/County Use Only)**

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

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

| | | |
|---|---|---|
| ☐ Bingo | ☐ Club Special | ☐ Sports Pools |
| ☐ **ELECTRONIC** Quick Shot Bingo | ☐ Tip Board | ☒ Twenty-One |
| ☐ Raffles | ☐ Seal Board | ☒ Poker |
| ☐ **ELECTRONIC** 50/50 Raffle | ☐ Punchboard | ☐ Calcuttas |
| ☒ Pull Tab Jar | ☐ Prize Board | ☐ Paddlewheels with Tickets |
| ☒ Pull Tab Dispensing Device | ☐ Prize Board Dispensing Device | ☒ Paddlewheel Table |
| ☒ **ELECTRONIC** Pull Tab Device | | |

**APPROVALS**

| | |
|---|---|
| Attorney General | Date |
| Signature of City/County Official | Date: 7/2/18 |
| **PRINT** Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor | |

## INSTRUCTIONS:

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

## RETURN ALL DOCUMENTS TO:

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

6a

# 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): |
|---|---|---|
| FirstLink | to | 8-9-18 |

| | | | |
|---|---|---|---|
| Person Responsible for the Gaming Operation and Disbursement of Net Income: Cindy Miller | Title: exec. director | Business Phone Number: 701-2936462 | |
| Business Address: 4357 - 13 Ave S #107L | City: Fargo | State: ND | Zip Code: 58103 |
| Mailing Address (if different) | City | State | Zip Code |
| Name of Site Where Game(s) will be Conducted: Delta by Marriott Hotel | Site Address: 1635 - 42 St So | ND | 58103 |
| City: Fargo | State: ND | Zip Code: 58103 | County: 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 |
|---|---|---|---|
| | | | |
| #1 | Raffle pkg | See attached | 175.00 |
| | | | |
| #2 | Raffle pkg | See attached | 308.00 |
| | | | |
| #3 | Raffle pkg. | See attached | 524.89 |
| | | | |
| | | | |
| | | | |

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Total: (Limit $12,000 per year) $1,007.89

**Intended uses of gaming proceeds:** To help support our 24 hour lifelines

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: $ 828.50 *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 |
|---|---|---|---|
| Cindy Miller | | Exec. Director | 701-293-6462 |

66

$25.00
1048
6-25-18

# 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: North Dakota Horse Park Foundation | Date(s) of Activity: July 14th to Dec. 31st | For a raffle, provide drawing date(s): July 14, 15, 21, 22, 27, 28 Aug. 17-19 | |
| Person Responsible for the Gaming Operation and Disbursement of Net Income: Mike Schmitz | Title: Board Member | Business Phone Number: (701)527-7868 | |
| Business Address: PO Box 1917 | City: Fargo | State: ND | Zip Code: 58107-1917 |
| Mailing Address (if different): PO Box 1917 | City: Fargo | State: ND | Zip Code: 58107-1917 |
| Name of Site Where Game(s) will be Conducted: North Dakota Horse Park | Site Address: 5180 19th Ave N | | |
| City: Bismarck | State: ND | Zip Code: 58102 | County: 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 |
|---|---|---|
| Calendar Raffle | Cash | up to $12,000* |
| | Not to exceed | $1000 per day |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

**Intended uses of gaming proceeds:** To further the charitible purpouse of the Horse Park to provide opportunities for equine activities and equine education

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 |
|---|---|---|---|
| | 6/6/18 | President | 701-527-7868 |

(6c)

$25.00 ✓3088 6-27-18

# 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): |
|---|---|---|
| St Anthony of Padua Parish | to | 9/30/2018 |

| Person Responsible for the Gaming Operation and Disbursement of Net Income | Title | Business Phone Number |
|---|---|---|
| Bonnie Krotsch | Raffle Chrman | 701-237-6063 |

| Business Address | City | State | Zip Code |
|---|---|---|---|
| 710 10th St S | Fargo | ND | 58103 |

| Mailing Address (if different) | City | State | Zip Code |
|---|---|---|---|
| 1419 7th Ave S | Fargo | ND | 58103-2525 |

| Name of Site Where Game(s) will be Conducted | Site Address |
|---|---|
| St Anthony of Padua Catholic Church | 710 10th St 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.

[X] 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 | $500.00 Cash | $500.00 |
| Raffle | 50" Smart TV | $350.00 |
| Raffle | $250.00 Cash | $250.00 |
| Raffle | Diamondback Bike | $150.00 |
| Raffle | Seraphim Angle | $100.00 |
| Raffle | Nativity Set | $100.00 |
| Raffle | $100.00 Cash | $100.00 |
| Raffle | $50 Gift Cert. | $50.00 |
| Bingo | Various Prizes | $100.00 |

| Game Type | Description of Prize | Retail Value of Prize |
|---|---|---|
| Bingo | Cash | $100.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

(Limit $12,000 per year)
Total: $ $1800.00

**Intended uses of gaming proceeds:** Money to be used to help pay for new pews for church.

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 1150 *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 |
|---|---|---|---|
| Bonnie Krotsch | 6-27-18 | acct/raffle chrm. | 701-356-7929 |

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

(7)

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

# MEMORANDUM

**TO:** **BOARD OF CITY COMMISSIONERS**

**FROM:** **RUTH ROMAN**
**DIRECTOR OF PUBLIC HEALTH**

**DATE:** **JUNE 14, 2018**

**RE:** **CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR FAMILY PLANNING DEPRESSION SCREENING PROGRAM FOR $8,000**
**CONTRACT NO. G17.724 CFDA N/A**

The attached contract for $8,000 with the North Dakota Department of Health is to provide depression and suicide prevention services in the clinic.

No budget adjustment is necessary.

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

**Suggested Motion:**
Move to approve the contract with North Dakota Department of Health to provide depression screening.

RR/LA
Enclosure

| | | | | |
|---|---|---|---|---|
| | **NOTICE OF GRANT AWARD**<br>**SFN 53771 (1-2016)** | **NORTH DAKOTA DEPT. OF HEALTH (NDDoH)**<br>**600 E BOULEVARD AVE, DEPT. 301**<br>**BISMARCK, ND 58505-0200** | | |
| **GRANT NUMBER** | **CFDA NAME** | **CFDA NUMBER** | **START DATE** | **END DATE** |
| G17.724 | #N/A | Not applicable | 7/1/2018 | 6/30/2019 |
| **FEDERAL AWARD DATE** | **FEDERAL AWARDING AGENCY** | **FAIN NUMBER** | **GRANT TYPE: PROGRAM or R&D** | |
| Not applicable | #N/A | Not applicable | Program | |

**THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.**

| | | | |
|---|---|---|---|
| **TITLE OF PROJECT/PROGRAM** | Family Planning Depression Screening | **NDDoH PROJECT CODE** | 4551 HL 128419 01 |
| **GRANTEE NAME** | Fargo Cass Public Health | **PROJECT DIRECTOR** | Alison Traynor |
| **ADDRESS** | 1240 25th St. S | **ADDRESS** | 600 E Boulevard Ave. Dept. 301 |
| **CITY/STATE/ZIP** | Fargo, ND 58103 | **CITY/STATE/ZIP** | Bismarck, ND 58505-0200 |
| **CONTACT NAME** | Vanessa Gunning | **CONTACT NAME** | Alison Traynor |
| **TELEPHONE NUMBER** | 701.241.1360 | **TELEPHONE NUMBER** | 701.328.4580 |
| **EMAIL** | Vanessa Gunning <VGunning@FargoND.gov> | **EMAIL** | atraynor@nd.gov |

| | **NDDoH Cost Share** | **Grantee Cost Share** | **Total Costs** |
|---|---|---|---|
| **Amount Awarded** | $8,000 | $0 | $8,000 |
| **Previous Funds Awarded** | $0 | $0 | $0 |
| **Total Funds Awarded** | $8,000 | $0 | $8,000 |

| | |
|---|---|
| **SCOPE OF SERVICE** | Grantee will continue to implement a policy to routinely screen patients for depression and suicidal thoughts using the Patient Health Questionnaire (PHQ)-2 or PHQ-9. Grantee will provide suicide prevention screening for the Family Planning Program clients. Grantee will offer interventions on a tiered system from physician intervention, referral options for the patient to the National Suicide Prevention Lifeline, or referrals to a licensed social worker for additional assessment. Scores on the PHQ-2, PHQ-9 and referral information will be entered into the Ahler's system. Project will follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals regarding depression screening. |
| **REPORTING REQUIREMENTS** | Expenditure and progress reports are due by the 15th of each month to the Suicide Prevention Program Director. Progress reports must include the number of completed PHQ-2 and PHQ-9; a breakdown of the types of referrals; and any barriers for patient referrals.<br><br>The final expenditure report for the period ending June 30, 2019 must be received by July 15, 2019.<br><br>Reimbursement will be processed upon Department approval of expenditure and progress reports. |

| | | | |
|---|---|---|---|
| **INDIRECT RATE (check one)** | **____x____ Subrecipient waived indirect costs** | **_____ De minimis rate of 10%** | **Negotiated/Approved rate of _____%** |
| **SPECIAL CONDITIONS** | Grantee will be reimbursed at $8 per case/client visit x 1,000 cases. | | |

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

| **EVIDENCE OF GRANTEE'S ACCEPTANCE** | | **EVIDENCE OF NDDoH ACCEPTANCE** | |
|---|---|---|---|
| DATE 6/14/18 | SIGNATURE Ruth Roman | DATE | SIGNATURE |
| **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | | **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | |
| Ruth Roman, Director of Public Health | | Deanna Askew, Director, Division of Injury and Violence Prevention | |
| DATE | SIGNATURE | DATE | SIGNATURE |
| **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | | **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | |
| Timothy J. Mahoney, Mayor, City of Fargo | | Brenda M. Weisz, CFO | |

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

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

(8)

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

# MEMORANDUM

**TO:** **BOARD OF CITY COMMISSIONERS**

**FROM:** **RUTH ROMAN**
**DIRECTOR OF PUBLIC HEALTH**

**DATE:** **JUNE 19, 2018**

**RE0:** **AGREEMENT FOR SERVICES WITH NATE HENDRICKSON $600**

The attached Agreement for Services with Nate Hendrickson for $600 is to support our Child Care Physical Activity Health Code Training.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Agreement for Services with Nate Hendrickson.

RR/LA
Enclosure

# AGREEMENT FOR SERVICES

**THIS AGREEMENT,** effective the 1st day of July, 2018, by and between Fargo Cass Public Health ("FCPH"); and Nate Hendrickson, (Independent Contracting Educator).

**NOW, THEREFORE,** it is hereby agreed by and between the parties hereto as follows:

A. **Term of Agreement:** The parties entered into a written agreement for the period of July 1, 2018, through September 30, 2018.

B. **Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.

C. **Reimbursement:** The contracting consultant shall be reimbursed $150.00 per hour and submit an invoice, not to exceed 4 hours or $600.00

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed an employee of Fargo Cass Public Health for any other purpose.

B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

**In Witness** thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

**FARGO CASS PUBLIC HEALTH**

By Ruth Roman
Ruth Roman, Director of Public Health

Date 6-19-18

By _____
Timothy J. Mahoney, Mayor, City of Fargo

Date _____

**CONSULTANT**

By Nathen Hendrickson
Nate Hendrickson, Independent Contractor

Date 6/18/18

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

9

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

# MEMORANDUM

**TO:** **BOARD OF CITY COMMISSIONERS**

**FROM:** **RUTH ROMAN**
**DIRECTOR OF PUBLIC HEALTH**

**DATE:** **JUNE 21, 2018**

**RE:** **FARGO PUBLIC SCHOOLS CONTRACT FOR $392.85**

The attached contract of $392.85 with Fargo Public Schools is for nursing services for Special Education services summer school 2018.

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 Service Agreement with Fargo Public Schools for Special Services.

RR/la
Enclosure

# FARGO PUBLIC SCHOOLS
Department of Support Services
SERVICE AGREEMENT

AGENCY/INDIVIDUAL OFFERING SERVICE: **FARGO CASS PUBLIC HEALTH DEPARTMENT**
1240 25th STREET SOUTH, FARGO, ND 58103

GENERAL NATURE OF SERVICE TO BE PROVIDED: EXTENDED NURSING CARE SERVICES FOR SPECIAL EDUCATION STUDENTS WITH SEVERE HEALTH RELATED DISABILITIES

AGREEMENT DURATION PERIOD: JULY 9, 2018 THROUGH JULY 27, 2018

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT:

A. The agency identified above shall provide the following services:
   1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Individual Education Plans.
   2. Upon request, assistance with the design of health protocols for specific special education students.

B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
   1. Time Period/Rate – The services requested shall be limited to 24 days. Service providers may vary depending upon individual student needs or changing needs. Total service provided shall be allocated as follows:

| | | |
|---|---|---|
| RN Washington | .5 hours x 15 days @ $41.48 | $ 311.10 |
| Mileage Estimate | 150 miles @ $0.545 per mile | $ 81.75 |

   2. Service Cost – The maximum cost the services provided shall not exceed ..... $ 392.85

   3. Payment Schedule – Payments shall be made to the Provider upon receipt of monthly billing statements which contain the names of eligible students served, dates, amount and type of service provided.

   4. Medicaid Claims – The District shall process all Medicaid claims for eligible students served through this agreement.

C. The Provider agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS_____DAY OF JUNE, 2018.

**Fargo Public Schools**

BY: _____
Business Manager

BY: _____
Director of Special Education and
Student Support Services

**Fargo / Cass Public Health**

BY: _____
Mayor, City of Fargo

BY: _____
Director of Public Health

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

(10)

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

# MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

**DATE:** JUNE 25, 2018

**RE:** CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT NO. PF17-156 CFDA No. 93.898 $100,880

The attached contract for $100,880 with the North Dakota Department of Health is for the Women's Way program. No budget adjustment is needed for this grant agreement.

**Suggested Motion:** Move to approve the North Dakota Department of Health contract for the Women's Way program.

RR/LA
Enclosure

| | PURCHASE OF SERVICE AGREEMENT<br>SFN 53372 (1-2016) | NORTH DAKOTA DEPT. OF HEALTH (NDDoH)<br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 | | |
|---|---|---|---|---|
| **CONTRACT NUMBER** | **CFDA NAME** | **CFDA NUMBER** | **START DATE** | **END DATE** |
| PF17.156 | Cancer Prevention and Control for States, Territorial and Tribal Organizations | 93.898 | 7/1/2018 | 6/30/2019 |
| **FEDERAL AWARD DATE** | **FEDERAL AWARDING AGENCY** | **FAIN NUMBER** | **CONTRACT TYPE: ACQUISITION or RESEARCH** | |
| 7/20/2017 | Department of Health and Human Services | NU58DP006282 | Acquisition | |

**THIS CONTRACT IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS CONTRACT SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.**

| | | | |
|---|---|---|---|
| **TITLE OF PROJECT/PROGRAM** | *Women's Way* | **NDDoH PROJECT CODE** | 4521 HLH 3219 01 |
| **CONTRACTOR NAME** | Fargo Cass Public Health | **PROJECT DIRECTOR** | Susan M. Mormann |
| **ADDRESS** | 1240 25th Street South | **ADDRESS** | 600 East Boulevard Avenue Dept. 301 |
| **CITY/STATE/ZIP** | Fargo ND 58103-2367 | **CITY/STATE/ZIP** | Bismarck ND 58505-0200 |
| **CONTACT NAME** | Melissa Bommersbach | **CONTACT NAME** | Susan M. Mormann |
| **TELEPHONE NUMBER** | 701.298.6918 | **TELEPHONE NUMBER** | 701.328.2472 |
| **EMAIL** | mbommersbach@FargoND.gov | **EMAIL** | smormann@nd.gov |

| | NDDoH Cost Share | Contractor Cost Share | Total Costs |
|---|---|---|---|
| **Amount Awarded** | $100,880 | $0 | $100,880 |
| **Previous Funds Awarded** | $0 | $0 | $0 |
| **Total Funds Awarded** | $100,880 | $0 | $100,880 |

| | |
|---|---|
| **SCOPE OF SERVICE** | Contractor will administer and manage *Women's Way* in order to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its service area which includes the counties of: Steele, Traill, and Cass. Contractor to follow the *Women's Way* Local Coordinating Unit (LCU) Policy and Procedure Manual as provided. Contractor will attend the bi-monthly teleconferences, the bi-annual face-to-face local coordinator's meetings and/or any mandatory training required by the state office. Screening goal is further defined in Attachment A. |
| **REPORTING REQUIREMENTS** | Reporting requirements are defined in Attachment A. |
| **SPECIAL CONDITIONS** | Note: Health care reform and state appropriations may affect the amount of funding available in subsequent periods. |

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

| EVIDENCE OF CONTRACTOR'S ACCEPTANCE | | EVIDENCE OF NDDoH ACCEPTANCE | |
|---|---|---|---|
| DATE 6/25/18 | SIGNATURE Ruth Roman | DATE | SIGNATURE |
| **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | | **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | |
| Ruth Roman, Director of Public Health | | Susan M. Mormann, Director, Division of Community and Health Systems | |
| DATE | SIGNATURE | DATE | SIGNATURE |
| **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | | **TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE** | |
| Timothy J. Mahoney, Mayor City of Fargo | | Brenda M. Weisz, CFO | |

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

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**

(11)

# MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

**DATE:** JUNE 27, 2018

**RE:** REVISED NOTICE OF GRANT AWARD FOR PUBLIC HEALTH EMERGENCY PREPAREDNESS AND RESPONSE WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CITY READINESS INITIATIVE NO. G17.623 CFDA NO. 93.074 FOR $97,832

The attached revised Notice of Grant Award for $97,832 with the North Dakota Department of Health is for the City Readiness Initiative. The City Commission approved the original contract of $167,904 on June 4, 2018, however the contract was not executed at the State level due to this change in funding amount.

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 revised contract for the Public Health Emergency Preparedness City Readiness Initiative.

RR/LA
Enclosure

| | | | | |
|---|---|---|---|---|
| | NOTICE OF GRANT AWARD RESTRICTED<br>FUNDING<br>SFN 59920 (1-2016) | NORTH DAKOTA DEPT. OF HEALTH (NDDoH)<br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 | | |
| GRANT NUMBER | CFDA NAME | CFDA NUMBER | START DATE | END DATE |
| G17.623 | Public Health Emergency Preparedness | 93.074 | 7/1/2018 | 6/30/2019 |
| FEDERAL AWARD DATE | FEDERAL AWARDING AGENCY | FAIN NUMBER | GRANT TYPE: PROGRAM or R&D | |
| | Department Of Health And Human Services | NU90TP921920 | Program | |
| THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT. | | | | |
| TITLE OF PROJECT/PROGRAM | PHEP/City Readiness Initiative (CRI) | NDDoH PROJECT CODE | 6611 HLH3279-11 | |
| GRANTEE NAME | Fargo Cass Public Health (Restricted) | PROJECT DIRECTOR | Tim Wiedrich | |
| ADDRESS | 1240 - 25th Street South | ADDRESS | 1720 Burlington Drive | |
| CITY/STATE/ZIP | Fargo, ND 58103 | CITY/STATE/ZIP | Bismarck, ND 58504 | |
| CONTACT NAME | Ruth Roman | CONTACT NAME | Juli Sickler | |
| TELEPHONE NUMBER | 701-483-0171 | TELEPHONE NUMBER | 701-328-2270 | |
| EMAIL | Rroman@FargoND.gov | EMAIL | jsickler@nd.gov | |

| | NDDoH Cost Share | Grantee Cost Share | Total Costs |
|---|---|---|---|
| Amount Awarded | $97,832 | $0 | $97,832 |
| Previous Funds Awarded | $0 | $0 | $0 |
| Total Funds Awarded | $97,832 | $0 | $97,832 |

| | |
|---|---|
| SCOPE OF SERVICE | Grantee will complete the activities identified in Attachment A. |
| REPORTING REQUIREMENTS | Expenditure reports must be submitted monthly as required by the North Dakota Department of Health (NDDoH). Final expense report for the period ending June 30, 2019 must be received by July 15, 2019. A mid-year progress report, as prescribed by the NDDoH, must be submitted by January 11, 2019 for the period of July 1, 2018 through December 31, 2018. A year-end progress report, as prescribed by the NDDoH, must be submitted by August 30, 2019 for the period January 1, 2019 through June 30, 2019. Payments will be processed upon Department approval of expenditure reports and progress reports. |

| INDIRECT RATE (check one) | | | |
|---|---|---|---|
| | _X_ Subrecipient waived indirect costs | _____ De minimus rate of 10% | Negotiated/Approved rate of _____% |

| | |
|---|---|
| SPECIAL CONDITIONS | Funding for this award is restricted until such time as the Federal Award is officially received and processed by the Department. During this restriction, Grantee expenditures will be limited to salaries and fringe, routine in-state travel, standard utilities and rent. Financial obligation of the Department is contingent upon funds being made available from the Centers for Disease Control and Prevention. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. This notice of grant award is subject to the terms and conditions incorporated either directly or by reference to the Centers for Disease Control and Prevention Funding Opportunity Announcement number CDC-RFA-TR-17010201SUPP 18. |

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

| EVIDENCE OF GRANTEE'S ACCEPTANCE | | EVIDENCE OF NDDoH ACCEPTANCE | |
|---|---|---|---|
| DATE 6/28/18 | SIGNATURE Ruth Roman | DATE | SIGNATURE |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE | | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE | |
| Ruth Roman, Director of Public Health | | Tim Wiedrich, Section Chief - Emergency Preparedness and Response Section | |
| DATE | SIGNATURE | DATE | SIGNATURE |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE | | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE | |
| Timothy J. Mahoney, Mayor, City of Fargo | | Brenda M. Weisz, CFO | |

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

CITY OF Fargo

**PLANNING AND DEVELOPMENT**
**200 Third Street North**
**Fargo, North Dakota 58102**
**Phone: (701) 241-1474**
**Fax: (701) 241-1526**
**E-Mail: planning@FargoND.gov**
**www.FargoND.gov**

(12)

June 26, 2018

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

RE: Authorization to Purchase a Permit and Plan Management Software Solution from The Davenport Group USA, Ltd.

Dear Commissioners:

Proposals were opened on February 9, 2018 in response to a Request for Proposal issued by Building Inspections on January 2, 2018 for a "Permit and Project Management System". A permit and project management system will help streamline multiple permitting and review processes for applicants and City departments. A total of eleven (11) sealed proposals were received, all of which were reviewed and fully analyzed by an evaluation committee made up of City staff from Information Services, Building Inspections, Engineering, Planning, and Fire.

All proposals were equally reviewed and scored by the evaluation committee based on;

- RFP Requirements
- System Functionality
- Proposal Cost
- Implementation & Support

The evaluation committee reviewed the proposals against the RFP requirements and narrowed the applicants to seven (7). The seven (7) applicants were invited to give a product demonstration. Through the scoring selection process, the top two proposals were given second round interviews. The evaluation committee has made a unanimous final recommendation to proceed with acquiring LAMA Land Management Software from The Davenport Group at a cost of $206,300. This amount is reserved and previously approved in the 2018 budget.

RECOMMENDED MOTION: I/we hereby move to approve the purchase of a Permit and Project Management System from The Davenport Group USA, Ltd. at a cost of $206,300.

Respectfully submitted,

Mark Williams
Assistant Planning Director
Department of Planning & Development

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

(13)

| City of Fargo Staff Report | | | |
|---|---|---|---|
| **Title:** | Crescent Addition | **Date:**<br>**Update:** | 5/24/18<br>6/25/18 |
| **Location:** | 3402 and 3502 4th Avenue South and 425 34th Street South | **Staff Contact:** | Kylie Bagley |
| **Legal Description:** | Lots 2-5, Block 1, Engkjer Addition | | |
| **Owner(s)/Applicant:** | Crescent Properties | **Engineer:** | Jim Schlieman, Houston Engineering |
| **Entitlements Requested:** | Minor Subdivision (Replat of Lots 2-5, Block 1, Engkjer Addition to the City of Fargo, Cass County, North Dakota) | | |
| **Status:** | City Commission Public Hearing: July 2, 2018 | | |

| Existing | | Proposed |
|---|---|---|
| **Land Use:** Industrial Service | | **Land Use:** Unchanged |
| **Zoning:** LI, Limited Industrial | | **Zoning:** Unchanged |
| **Uses Allowed:** Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation. | | **Uses Allowed:** Unchanged |
| **Maximum Lot Coverage Allowed:** Maximum 85% building coverage | | **Maximum Lot Coverage Allowed:** Unchanged |

**Proposal:**

The applicant is proposing a minor subdivision, **Crescent Addition**. The applicant is proposing a one lot, one block minor subdivision. The subject properties are located at 3402 and 3502 4th Avenue South and 425 34th Street South and encompass approximately 5.54 acres.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

**Surrounding Land Uses and Zoning Districts:**

- North: Across 4th Ave S is zoned LI, Limited Industrial, with warehouse and office uses
- East: Across 34th St S is zoned LI, Limited industrial, with warehouse, office and detention facility uses
- South: LI, Limited Industrial with warehouse and office uses
- West: LI, Limited Industrial with warehouse uses

**Schools and Parks:**

**Schools:** The subject property is located within the West Fargo School District, specifically L.E. Berger Elementary, Cheney Middle and West Fargo High schools.

**Neighborhood:** The subject property is not located in a designated neighborhood.
**Parks:** The subject property is located south of the Metro Recreation Center. The space is great for soccer, football, lacrosse, tag and even golf putting.

**Pedestrian / Bicycle:** There is an existing on road bike facility to the south of the subject property on Westrac Dr S which connects to the metro area trail system.

**Staff Analysis:**

**Minor Subdivision**

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat Lot 2-5, Block 1, Engkjer Addition into one lot and one block. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   **(Criteria Satisfied)**

**Planning Commission Recommendation:** June 5, 2018

On June 5, 2018, with a 9-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Crescent Addition** as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and hereby approve the proposed subdivision plat, **Crescent Addition** as outlined within the staff report, as the proposal complies with the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

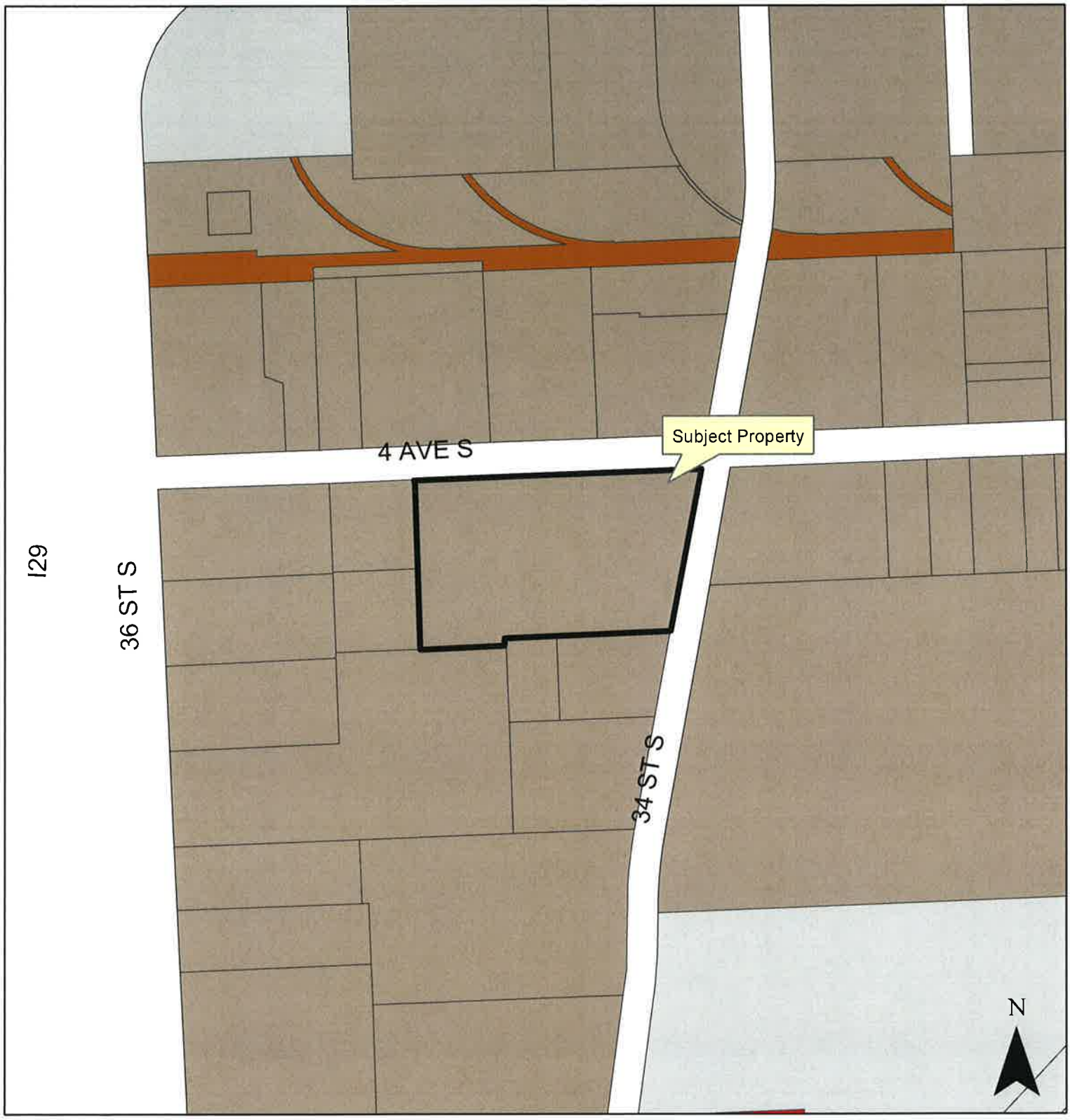
**Attachments:**

1. Zoning Map
2. Location Map
3. Preliminary Plat

# Plat (Minor)

## Crescent Addition

3402 & 3502 4th Avenue South
and 425 34th Street South




THE CITY OF Fargo FAR MORE

Legend

AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GT MR-2 P/I SR-5
GO MR-3 UMU City Limits

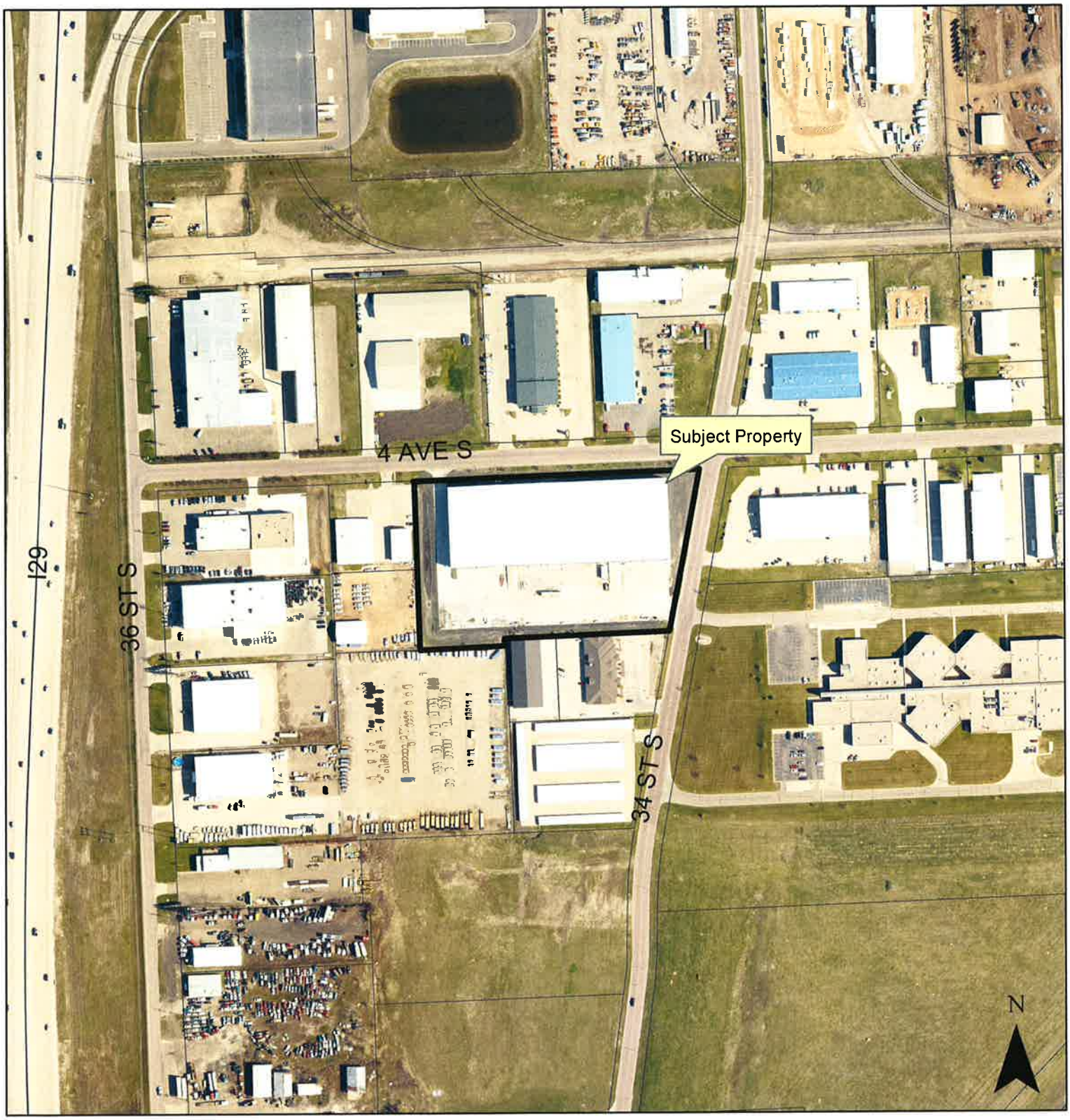
300 Feet

**Fargo Planning Commission**
**June 5, 2018**

# Plat (Minor)

## Crescent Addition

3402 & 3502 4th Avenue South
and 425 34th Street South



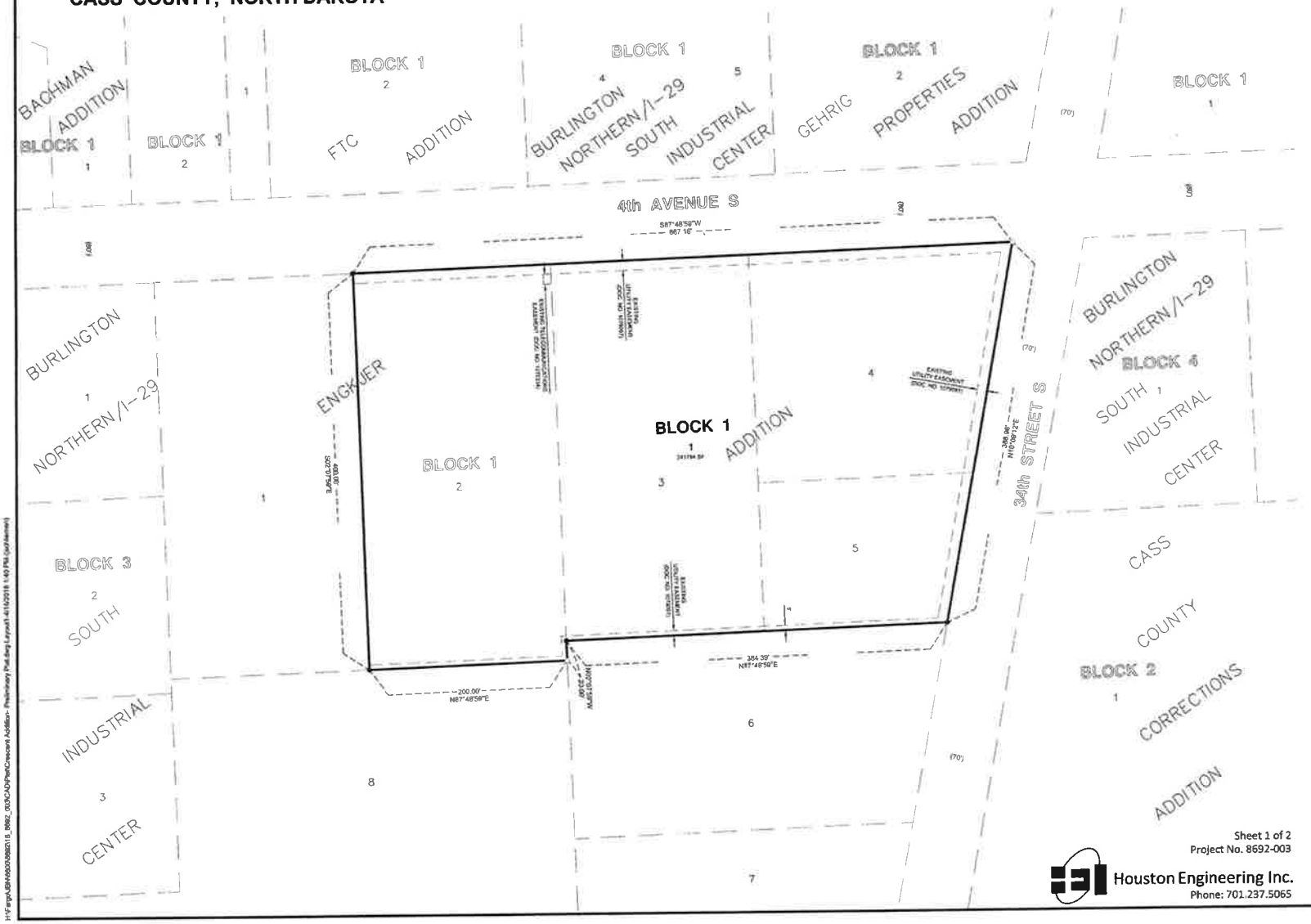

THE CITY OF Fargo FAR MORE

300 Feet

**Fargo Planning Commission**
**June 5, 2018**

# CRESCENT ADDITION

**A MINOR SUBDIVISION**
**BEING A REPLAT OF LOTS 2, 3, 4 AND 5, BLOCK 1, ENGKJER ADDITION**
**TO THE CITY OF FARGO,**
**CASS COUNTY, NORTH DAKOTA**




N

50 0 50 100
Scale Feet

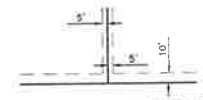
## LEGEND

| | |
|---|---|
| IRON MONUMENT FOUND | ● |
| 1/2" I.D. PIPE SET | ○ |
| MEASURED BEARING | N00°00'00"E |
| PLAT BEARING | (N00°00'00"E) |
| MEASURED DISTANCE | 100.00' |
| PLAT DISTANCE | (100.00') |
| PLAT BOUNDARY | |
| LOT LINE | |
| UTILITY EASEMENT | |
| EXISTING LOT LINE | |
| EXISTING UTILITY EASEMENT | |

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO HORIZONTAL DATUM

NOTES

1. PROPERTY IS SITUATED IN ZONE X (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AS DEPICTED ON FEMA FIRM PANEL 38017C0777G, DATED JANUARY 18, 2015




BEING 5 FEET IN WIDTH AND ADJOINING LOT LINES, AND 10 FEET IN WIDTH AND ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE INDICATED ON THE PLAT

**UTILITY EASEMENTS ARE SHOWN THUS**

Sheet 1 of 2
Project No. 8692-003

Houston Engineering Inc.
Phone: 701.237.5065

OWNER'S CERTIFICATE:
KNOW ALL PERSONS BY THESE PRESENTS: That Crescent Properties, LLC, a North Dakota limited liability company, is the owner and proprietor of Lots 2, 3, 4 and 5, Block 1, Engkjer Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 5.551 acres, more or less.

And that said party has caused the same to be surveyed and platted as **CRESCENT ADDITION** to the City of Fargo, Cass County, North Dakota

OWNER:
Crescent Properties, LLC, a North Dakota limited liability company

Dell Ameson, President

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:
I, James A. Schlieman, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 1st day of June, 20 18

James A. Schlieman, Professional Land Surveyor No. 6066

REGISTERED LAND SURVEYOR JAMES A. SCHLIEMAN LS-6066 NORTH DAKOTA

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this 20th day of June, 20 18

Brenda E. Derrig, City Engineer

REGISTERED PROFESSIONAL ENGINEER BRENDA E. DERRIG PE-5030 NORTH DAKOTA

FARGO PLANNING COMMISSION APPROVAL:
Approved by the City of Fargo Planning Commission this 5th day of June, 20 18

Shara Fischer, Chair
Fargo Planning Commission

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota )
) ss
County of Cass )

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo; and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo

Notary Public: _____

State of North Dakota )
) ss
County of Cass )

D. JANAE HARDINA
Notary Public
State of North Dakota
My Commission Expires Mar. 30, 2019

On this 1 day of June, 20 18 before me personally appeared Dell Ameson, President of Crescent Properties, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

Notary Public: Janae Hardina

State of North Dakota )
) ss
County of Cass )

D. JANAE HARDINA
Notary Public
State of North Dakota
My Commission Expires Mar. 30, 2019

On this 1 day of June, 20 18 before me personally appeared James A. Schlieman, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Janae Hardina

State of North Dakota )
) ss
County of Cass )

On this 20th day of June, 20 18 before me personally appeared Brenda E. Derrig, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: Kristi Olson

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2019

State of North Dakota )
) ss
County of Cass )

On this 5th day of June, 20 18, before me personally appeared Shara Fischer, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission

Notary Public: Miranda Wolf

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires Mar. 18, 2019

# CRESCENT ADDITION

**A MINOR SUBDIVISION**
**BEING A REPLAT OF LOTS 2, 3, 4 AND 5, BLOCK 1, ENGKJER ADDITION**
**TO THE CITY OF FARGO,**
**CASS COUNTY, NORTH DAKOTA**

Sheet 2 of 2
Project No. 8692-003

Houston Engineering Inc.
Phone: 701.237.5065

H:\Fargo\8692\8692\8692\8692_003\CAD\Plat\Crescent Addition Preliminary Plat.dwg Layout1 (2)-5/1/2018 7:44 AM (jschlieman)

(14)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Requests to Work July 4, 2018

Location: City Wide

Date of Hearing: 6/25/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | BN-16-H1, BN-17-A1, BN-17-B1, BN-18-A1, BN-18-B1, BN-18-E1, BN-18-G1, BN-18-J1, BR-18-B1, BR-18-C1, BR-18-F1, BR-18-G1, BR-18-G2, BR-18-J1, FM-17-C1, PR-17-B1, PR-18-F1, SN-16-C1, SN-17-A1, SN-18-B2, UN-15-B1 |

The Committee reviewed a communication from Division Engineer, Tom Knakmuhs, regarding requests submitted by multiple contractors to work July 4, 2018 (Independence Day). It was clarified at the meeting that this gives the Engineering Department the authority to approve if determined closer to the Holiday.

Engineering staff support these requests with the understanding that little to no work will be performed on Friday, July 6, through Sunday, July 8.

On a motion by Bruce Grubb, seconded by Nicole Crutchfield, the Committee voted to give Engineering Department authority to approve the requests to work July 4, 2018.

RECOMMENDED MOTION

Concur with PWPEC recommendation and give Engineering Department the authority to approve the requests to work July 4, 2018.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

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

ATTEST:

B. L. E. D.

Brenda E. Derrig, P.E.
Division Engineer

THE CITY OF Fargo FAR MORE

# Memorandum

To: PWPEC

From: Tom Knakmuhs, Division Engineer TK

Date: 6/20/2018

Re: Requests to work July 4, 2018

---

The following Contractors are requesting to work Wednesday, July 4, 2018 on the following projects:

Border States Paving:

- BN-16-H1 (53rd Ave S)
- PR-18-F1 (Citywide Mill and Overlay)

Dakota Underground:

- BN-18-B1 (Grayland)
- BN-18-G1 (33rd St N)
- BN-18-J1 (Rocking Horse)
- BR-18-G2 (4th St S – 6th Ave S to 2nd St S)
- BR-18-J1 (19th Ave S/South Dr)

KPH, Inc.:

- BN-18-A1 (Bison Meadows)
- BN-18-E1 (Border States)
- BR-18-G1 (4th St S – 13th Ave to 6th Ave)
- FM-17-C1 (Bison Meadows Levee)

Master Construction:

- BN-17-A1 (19th Ave N – 57th St to 45th St)
- BN-17-B1 (19th Ave N – 45th St to I-29)
- BR-18-B1 (10th St N – 4th Ave to 12th Ave)
- BR-18-C1 (13th Ave S – 52nd St to 45th St)
- BR-18-F1 (Roberts St/5th St)
- PR-17-B1 (University Drive)
- SN-16-C1 (Sidewalks)
- SN-17-A1 (Sidewalks)
- SN-18-B2 (Sidewalks)
- UN-15-B1 (Deer Creek Force Main)

It is our understanding that many of these projects will have little to no work performed on Friday, July 6, through Sunday, July 8. The Engineering Department supports this request and our project managers and inspectors understand they will be required to work if this request is approved.

**Recommended Motion:**

Approve the request to work on July 4, 2018 for the above listed projects.

200 North 3rd Street
Fargo, ND 58102

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

(15)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-15-P0

Type: Contract Amendment #3

Storm Sewer Utility Fee Study

Date of Hearing: 6/25/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Jody Bertrand |

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a Contract Amendment submitted by AE2S in the amount of $34,530.00, bringing the total contract amount to $179,755.00. The additional costs covered in this request are related to additional tasks requested for the Storm Water Utility Fee Study.

Staff is recommending approval.

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

RECOMMENDED MOTION
Approve Contract Amendment #3 to AE2S in the amount of $34,530.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Storm Sewer Utility Fund

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

# Memorandum

**To:** PWPEC

**From:** Jody Bertrand, Division Engineer

**Cc:** Roger Kluck, Brenda Derrig

**Date:** June 25, 2018

**Re:** Project #MS-15-P0 – Storm Water Utility Fee Study – Contract Amendment #3

---

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

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

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

Contract Amendment #3 is proposed to fund the following requested tasks:

1. Identify and Address Issues with Updated Parcel Data: Billing database was updated in 2018 for newly collected parcel impervious area data.
2. Alternative Rate Design Scenarios and Supporting Coordination: Additional rate modeling scenarios were developed to address large stakeholder parcels concerns. Rate design options based on scaled/capped (tiered intensity of development).

200 North 3rd Street
Fargo, ND 58102

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

3. Additional Progress Reports and Documentation: Additional progress memo work was completed to realign the process with the approval and implementation schedules.
4. Preparation for Finance Committee Presentation/Discussion: A project summary and update was provided to the Finance Committee as to the proposed path forward at the April 30, 2018 meeting. This included the financing aspects of long-term debt versus the cash on hand for all improvements.

The next step in this process is the inclusion of this proposed storm sewer fee into the 2019 City budget and if approved, work will be necessary for the billing process refinement for deployment of the storm sewer fee for 2019. City staff has been meeting individually with NDSU, the Park District, the Airport and the School District to address any questions they may have and to review parcel listings for owner accuracy. The latest fee schedule information has been presented to each of these entities to allow for their budgetary processes for the upcoming year.

The quoted request for Contract Amendment #3 from AE2S is $34,530.00 and the request is attached. The memo identifies the additional tasks requested along with the original tasks remaining for project completion and implementation during the remainder of 2018.

**Recommended Motion**

To approve Contract Amendment #3 to AE2S for $34,530.00 for additional work on their study contract. Funds to cover this contract amendment will come from the Storm Sewer Utility fund budget.

Attachment
JRB/jmg

AE2S NEXUS
The Financial Link

May 23, 2018

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

Re: Scope, Fee, and Schedule Amendment Request #3: Storm Water Utility Fee Study
Project #MS-15-P0

Dear Roger:

The purpose of this letter is to request a scope and fee amendment under Section 3 of the existing Agreement between the City of Fargo and Advanced Engineering and Environmental Services, Inc. (AE2S) for the Storm Water Utility Fee Study, Project # MS-15-P0. Section 3 of the Agreement, dated January 26, 2017, notes that the consultant will provide a contract amendment setting out the fees for the requested change. In consideration of current project budget status, additional requested tasks, proposed changes to the project implementation schedule, and adjusted tasks required to completion, AE2S is requesting additional payment in an amount up to **$34,530**, increasing the total contract maximum to **$179,755**.

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

1. **Additional Tasks Requested:** Additional tasks requested since the time of the last contract amendment have largely centered on alternative rate design scenario development as well as development of additional progress reports and documentation. More specifically, this additional work has included:

    i. **Identify and Address Issues with Updated Parcel Data:** The billing database was updated with 2018 parcel and impervious area data as originally planned, however, upon review of updated parcel data, it was found that multiple parcels were "stacked" and needed to be addressed. This included replicated parcels with the same owner (i.e. replicated parcels for multiple buildings on a single parcel), replicated parcels with different owners (i.e. condos and twin homes), and island parcels within common parcel (i.e. condos with green space).

    ii. **Alternative Rate Design Scenarios and Supporting Coordination:** Additional rate modeling scenarios were developed at the request of the City to further address large stakeholder concerns. Alternative rate designs such as the scaled/capped (tiered intensity of development) rate design were developed and reviewed. Ultimately, an inclining tiered model with P/I adjustment was selected as the preferred rate structure to carry forward and the multi-year rate model was updated to reflect this scenario.

    iii. **Additional Progress Reports and Documentation:** To support the delay in implementation timing, additional progress reports and documentation have been requested. An abridged tech memo progress report was completed in late 2017 with the finalization of this memo consuming more project budget than originally anticipated. More recently, a progress memo was prepared to provide an update to the Finance Committee. It is anticipated the more robust progress memo and the Finance Committee memo will be useful in the development of the final project summary memorandum.

    iv. **Preparation for and Attendance at Finance Committee Meeting:** City staff requested a progress summary and update be provided to the Finance Committee. A presentation summarizing the project progress and path forward was prepared and presented at the April 30th Finance Committee Meeting.

4050 Garden View Drive, Suite 200 Grand Forks, ND 58201 Phone: 701-746-8087 Fax: 701-746-0370

| | Additional Tasks Requested | | Total |
|---|---|---|---|
| 1 | Identify and Address issues with Updated Parcel Data (i.e. Stacked Parcels) | $ | 1,000 |
| 2 | Alternative Rate Design Scenarios and Supporting Coordination; Development of Inclining Tiered Model with P/I Adjustment | $ | 10,861 |
| 3 | Additional Progress Reports and Documentation (Overage on December Tech Memo and Unplanned Finance Committee Update) | $ | 8,535 |
| 4 | Preparation for and Attendance at Finance Committee Meeting | $ | 2,708 |
| | | **$** | **23,104** |

2. **Finalization Tasks:** AE2S has outlined the following tasks and estimated hours required to complete the project:

| | Tasks to Complete | Total Hours | | Total |
|---|---|---|---|---|
| 1 | Rate Model Updates, Refinement, and Finalization, as needed | 24 | $ | 4,224 |
| 2 | Further Large Stakeholder Outreach and Correspondence Support | 10 | $ | 1,420 |
| 3 | Draft Large Parcel Fee Cap Policy for Consideration (Public/Institutional Rate) | 8 | $ | 1,462 |
| 4 | Additional Commission Outreach Sessions | 24 | $ | 4,836 |
| 5 | Finalize Fee Credits and Caps Policy | 8 | $ | 1,378 |
| 6 | Final Project Summary Memorandum | 28 | $ | 4,664 |
| 7 | 2018 PWPEC and Commission Meetings (4 additional meetings assumed) | 36 | $ | 7,535 |
| 8 | Ordinance Preparation for Legal Review | 14 | $ | 2,488 |
| 9 | Utility Billing Staff Support and Education | 16 | $ | 2,840 |
| 10 | Utility Billing Staff Meetings and On-site Training (2 meetings assumed) | 10 | $ | 1,808 |
| | | **178** | **$** | **32,655** |

In consideration of the additional tasks completed to date, the tasks required to completion, and current project budget status, the following table outlines the requested project fee amendment:

| | | | |
|---|---|---|---|
| Current Contract Maximum | $ | 145,225 | a |
| Total Expended to Date Including Additional Tasks | $ | 147,100 | b |
| Contract Amount Remaining | $ | - | c |
| Total Amendment for Additional Tasks to Date | $ | 1,875 | d = b - a - c |
| Total Amendment for Task Required to Completion | $ | 32,655 | e |
| **Total Amendment Requested for Additional and Remaining Tasks** | **$** | **34,530** | **e + d** |

AE2S greatly appreciates the continued opportunity to provide professional service to the City of Fargo. If you have any questions or require any additional information regarding this amendment request, please do not hesitate to contact me at (701) 746-8087.

Sincerely,

AE2S

Shawn Gaddie, PE
Project Manager

CITY OF Fargo

(16)

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

June 27, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-15-F2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 27, 2018, for Flood Risk Management, Project No. FM-15-F2, located at Harwood, Hackberry, and River Drive South.

The bids were as follows:

| | |
|---|---|
| Industrial Builders, Inc. | $806,698.90 |
| Asplin Excavating, Inc. | $978,545.63 |
| Landwehr Construction, Inc. | $978,626.80 |
| Master Construction Co., Inc. | $1,042,657.00 |
| R.J. Zavoral & Sons, Inc. | $1,247,737.37 |
| | |
| Engineer's Estimate | $1,050,321.45 |

The special assessment escrow is not required.

This office recommends award of the contract to Industrial Builders, Inc. in the amount of $806,698.90 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/klb

## ENGINEER'S STATEMENT OF ESTIMATED COST

**PROJECT # FM-15-F2**

**Flood Risk Management**

Harwood, Hackberry, and River Drive South - Phase 2

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

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

Flood Risk Management Project # FM-15-F2 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price ($) | Amount ($) |
|---|---|---|---|---|---|
| **Flood Mitigation** | | | | | |
| 1 | Topsoil Strip | CY | 3,703.00 | 2.00 | 7,406.00 |
| 2 | Topsoil Spread | CY | 3,703.00 | 3.00 | 11,109.00 |
| 3 | Topsoil Import | CY | 2,986.00 | 6.00 | 17,916.00 |
| 4 | Fill - Import | CY | 14,868.00 | 10.00 | 148,680.00 |
| 5 | Fill - Haul | CY | 500.00 | 6.00 | 3,000.00 |
| 6 | Embankment | CY | 8,331.00 | 3.00 | 24,993.00 |
| 7 | Excavation | CY | 8,331.00 | 2.00 | 16,662.00 |
| 8 | Subcut | CY | 500.00 | 5.00 | 2,500.00 |
| 9 | Mulching Type 1 - Hydro | SY | 52,756.00 | 0.35 | 18,464.60 |
| 10 | Seeding Type B | SY | 52,756.00 | 0.30 | 15,826.80 |
| 11 | Overseeding | SY | 52,756.00 | 0.15 | 7,913.40 |
| 12 | Weed Control Type B | SY | 52,756.00 | 0.10 | 5,275.60 |
| 13 | F&I Erosion Control Blanket Type 3 | SY | 18,982.00 | 1.40 | 26,574.80 |
| 14 | Inspection Trench | CY | 17,594.00 | 3.00 | 52,782.00 |
| | | | | **Flood Mitigation Total** | 359,103.20 |
| **Sanitary Sewer** | | | | | |
| 15 | Casting to Grade - no Conc | EA | 1.00 | 500.00 | 500.00 |
| 16 | Eliminate Sewer Service | EA | 5.00 | 2,500.00 | 12,500.00 |
| | | | | **Sanitary Sewer Total** | 13,000.00 |
| **Watermain** | | | | | |
| 17 | Eliminate Water Service | EA | 5.00 | 2,500.00 | 12,500.00 |
| 18 | GV Box to Grade - Blvd | EA | 1.00 | 500.00 | 500.00 |
| | | | | **Watermain Total** | 13,000.00 |
| **Storm Sewer** | | | | | |
| 19 | Remove Pipe All Sizes All Types | LF | 114.00 | 6.00 | 684.00 |
| 20 | Casting to Grade - no Conc | EA | 1.00 | 500.00 | 500.00 |
| | | | | **Storm Sewer Total** | 1,184.00 |
| **Paving** | | | | | |
| 21 | Remove Pavement All Thicknesses All Types | SY | 643.00 | 12.00 | 7,716.00 |
| 22 | Subgrade Preparation | SY | 808.00 | 3.00 | 2,424.00 |
| 23 | F&I Woven Geotextile | SY | 808.00 | 2.00 | 1,616.00 |
| 24 | F&I Class 5 Agg - 8" Thick | SY | 808.00 | 12.00 | 9,696.00 |
| 25 | F&I Curb & Gutter Mountable (Type I) | LF | 555.00 | 55.00 | 30,525.00 |
| 26 | Remove Curb & Gutter | LF | 559.00 | 5.00 | 2,795.00 |
| 27 | F&I Sidewalk 4" Thick Reinf Conc | SY | 297.00 | 90.00 | 26,730.00 |
| 28 | F&I Sidewalk 6" Thick Reinf Conc | SY | 16.00 | 95.00 | 1,520.00 |
| 29 | Remove Sidewalk All Thicknesses All Types | SY | 189.00 | 5.00 | 945.00 |
| 30 | F&I Impressioned 4" Thick Reinf Conc | SY | 25.00 | 200.00 | 5,000.00 |
| 31 | F&I Driveway 7" Thick Reinf Conc | SY | 44.00 | 95.00 | 4,180.00 |

## ENGINEER'S STATEMENT OF ESTIMATED COST

**PROJECT # FM-15-F2**

**Flood Risk Management**

| | | | | |
|---|---|---|---|---|
| 32 Remove Driveway All Thicknesses All Types | SY | 2,054.00 | 4.00 | 8,216.00 |
| 33 F&I Det Warn Panels Cast Iron | SF | 27.00 | 48.00 | 1,296.00 |
| 34 F&I Aggregate for Asph Pavement FAA 43 | TON | 230.00 | 58.00 | 13,340.00 |
| 35 F&I Asphalt Cement PG 58-28 | GAL | 3,315.00 | 3.20 | 10,608.00 |
| 36 Concrete Washout Area | EA | 1.00 | 700.00 | 700.00 |
| 37 Traffic Control - Type 1 | LS | 1.00 | 5,000.00 | 5,000.00 |
| | | | **Paving Total** | 132,307.00 |
| **Miscellaneous** | | | | |
| 38 Abatement - Asbestos Cement | EA | 4.00 | 10,000.00 | 40,000.00 |
| 39 Mobilization | LS | 1.00 | 43,300.00 | 43,300.00 |
| 40 Temp Fence - Safety | LF | 990.00 | 3.50 | 3,465.00 |
| 41 Clear & Grub | LS | 1.00 | 8,000.00 | 8,000.00 |
| 42 Remove Tree | EA | 132.00 | 250.00 | 33,000.00 |
| 43 Repair Concrete | SY | 87.00 | 135.00 | 11,745.00 |
| 44 Temp Construction Entrance | EA | 8.00 | 1,500.00 | 12,000.00 |
| 45 Silt Fence - Standard | LF | 3,300.00 | 1.60 | 5,280.00 |
| 46 Sediment Control Log 6" to 8" Dia | LF | 3,407.00 | 2.10 | 7,154.70 |
| 47 Inlet Protection - Existing Inlet | EA | 26.00 | 160.00 | 4,160.00 |
| 48 Remove Foundation All Types | EA | 5.00 | 23,000.00 | 115,000.00 |
| 49 Demolition | EA | 5.00 | 1,000.00 | 5,000.00 |
| | | | **Miscellaneous Total** | 288,104.70 |
| | | | **Total Construction in $** | **806,698.90** |
| | | Engineering | 4.00 % | 32,267.96 |
| | | Legal & Misc | 3.00 % | 24,200.97 |
| | | Contingencies | 10.00 % | 80,669.89 |
| | | Interest | 4.00 % | 32,267.96 |
| | | Outside Engineering | 21.32 % | 171,988.21 |
| | | Land - General Govt. | 1080.95 % | 8,720,011.76 |
| | | | **Total Estimated Costs** | **9,868,105.63** |
| | | | Sales Tax Funds - Flood Control - 460 | 9,868,105.63 |
| | | | **Unfunded Costs** | **0.00** |

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

Date: 06/27/2018

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/27/18
NORTH DAKOTA

CITY OF Fargo

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

16-2

June 26, 2018

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

Re: Concur with Low Bid and Recommend Award
Dill Hill Shared Use Path Project – 6th Ave S to 7th Ave S
City of Fargo Project No. SN-18-A1
NDDOT Project No. TAU-8-984(163)

Dear Commissioners:

Bids were opened by the NDDOT on Friday, June 15, 2018, for this project.

The bids were as follows:

| | |
|---|---|
| Dakota Underground Company | $ 248,079.00 |
| Engineer's Estimate | $ 216,068.03 |

There are no Special Assessments associated with this project. Fargo's share of this project is $51,537.30

**Recommended Motion**
Concur with low bid and recommend the NDDOT award the low bid to Dakota Underground Company, Inc. in the amount of $ 248,079.00 as the best bid, subject to review of the Contractor's Disadvantaged Business Enterprise Program by the NDDOT.

Sincerely,

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

JMG/jmg
Attachments



Printed on Recycled paper.

## ENGINEER'S STATEMENT OF ESTIMATED COST

Shared Use Path & Incidentals

Project No. SN-18-A
NDDOT Project TAU-8-984(163)

Dill Hill Shared Use Path Project

**I. Project Costs**

A. Construction

| | | | |
|---|---|---|---|
| Low Bid for Construction: | | | **$248,079.00** |
| | Federal | $200,770.33 | |
| | Local-Fargo | $23,654.33 | |
| | Local-Fargo Parks | $23,654.33 | |

B. Special Items

| | | |
|---|---|---|
| Haul Road Restoration: | | $0.00 |
| Private Utility Adjustments: | | $0.00 |
| Right of Way and Easements: | | $0.00 |
| Consulting Engineering Fee: | | $0.00 |
| | **Total Special Items** | **$0.00** |

C. Fees on Local Share of Fargo's Construction

| | | | |
|---|---|---|---|
| Engineering: | 6% | | $1,419.26 |
| Legal: | 3% | | $709.63 |
| Administration: | 0% | | $0.00 |
| Interest: | 4% | | $946.17 |
| | | **Total Fees** | **$3,075.06** |

D. Cost Summary

| | | |
|---|---|---|
| **10% Contingency on Construction** | | $24,807.90 |
| | **Total Project Cost:** | **$275,961.96** |
| | Less Federal Funds: | $200,770.33 |
| | Less Fargo Park District Funds: | $23,654.33 |
| | Fargo Infrastructure Sales Tax Share: | $51,537.30 |

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

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5328
DATE: 6-27-18
NORTH DAKOTA

Date: 6/26/2018

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

# North Dakota Department of Transportation

Thomas K. Sorel
*Director*

Doug Burgum
*Governor*

June 15, 2018

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: TAU-8-984(163), PCN 21962 – FARGO, 5TH ST S BETWEEN 6TH & 7TH AVE S

Bids for the construction on the above noted project were taken at our bid opening of June 15, 2018. Copies of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Shared Use Path and Incidentals was submitted by Dakota Underground Company of Fargo, ND in the amount of $248,079.00. According to the agreement with the City of Fargo, the City's share is estimated to be $47,308.67. Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $227,334. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award, therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at (701)328-2566 or Pam Wenger at (701)328-4787.

for PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED



North Dakota **FEDERAL AID**

Bid Opening Date: **6/15/2018**

Project Number: **TAU-8-984(163)**

PCN: **21962**

Job Number: **14**

English/Metric: **ENGLISH**

Contract with **DAKOTA UNDERGROUND COMPANY FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **FARGO - 5TH STREET S BETWEEN 6TH & 7TH AVENUE SOUTH**

North Dakota **FEDERAL AID** Bid Opening Date: **6/15/2018**

Project Number: **TAU-8-984(163)** PCN: **21962**

Job Number: **14** English/Metric: **ENGLISH**

Roadway: **URBAN**

Type: **SHARED USE PATH & INCIDENTALS**

Participating: **Y**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 103 | 0100 | CONTRACT BOND | 1.000 | L SUM | $2,100.00 | $2,100.00 |
| 202 | 0130 | REMOVAL OF CURB & GUTTER | 60.000 | LF | $35.00 | $2,100.00 |
| 202 | 0136 | REMOVAL OF PAVEMENT | 54.000 | TON | $100.00 | $5,400.00 |
| 203 | 0109 | TOPSOIL | 400.000 | CY | $35.00 | $14,000.00 |
| 203 | 0140 | BORROW-EXCAVATION | 2,500.000 | CY | $23.00 | $57,500.00 |
| 251 | 0100 | SEEDING CLASS I | 0.670 | ACRE | $4,400.00 | $2,948.00 |
| 253 | 0201 | HYDRAULIC MULCH | 0.670 | ACRE | $2,000.00 | $1,340.00 |
| 702 | 0100 | MOBILIZATION | 1.000 | L SUM | $25,000.00 | $25,000.00 |
| 704 | 1100 | TRAFFIC CONTROL | 1.000 | L SUM | $1,674.00 | $1,674.00 |
| 708 | 1540 | INLET PROTECTION-SPECIAL | 7.000 | EA | $150.00 | $1,050.00 |
| 708 | 1541 | REMOVE INLET PROTECTION-SPECIAL | 7.000 | EA | $30.00 | $210.00 |
| 708 | 8500 | STABILIZED CONSTRUCTION ACCESS | 1.000 | EA | $1,200.00 | $1,200.00 |
| 708 | 8501 | REMOVAL STABILIZED CONSTRUCTION ACCESS | 1.000 | EA | $500.00 | $500.00 |
| 748 | 0100 | CURB & GUTTER | 60.000 | LF | $45.00 | $2,700.00 |
| 750 | 0125 | SIDEWALK CONCRETE 5IN | 550.000 | SY | $72.00 | $39,600.00 |
| 750 | 0140 | SIDEWALK CONCRETE 6IN | 50.000 | SY | $78.00 | $3,900.00 |
| 750 | 2115 | DETECTABLE WARNING PANELS | 100.000 | SF | $58.00 | $5,800.00 |
| 754 | 9095 | SIGNING | 1.000 | L SUM | $1,850.00 | $1,850.00 |
| 762 | 0128 | PLASTIC PVMT MK FILM-MESSAGE | 50.000 | SF | $21.00 | $1,050.00 |
| 762 | 1224 | PLASTIC PVMT MK FILM 24IN LINE | 177.000 | LF | $29.00 | $5,133.00 |
| 770 | 0020 | CONCRETE FOUNDATION-HIGHWAY LIGHTING | 5.000 | EA | $1,000.00 | $5,000.00 |
| 770 | 0100 | PULL BOX | 1.000 | EA | $1,100.00 | $1,100.00 |
| 770 | 0320 | 1.5IN DIAMETER RIGID CONDUIT | 365.000 | LF | $11.00 | $4,015.00 |
| 770 | 0505 | UNDERGROUND CONDUCTOR NO6-TYPE RHW | 365.000 | LF | $2.20 | $803.00 |
| 770 | 1003 | ORNAMENTAL LIGHT STANDARD | 5.000 | EA | $3,520.00 | $17,600.00 |
| 772 | 0001 | TRAFFIC SIGNALS SYSTEM | 1.000 | EA | $33,250.00 | $33,250.00 |
| 970 | 0300 | BENCH | 1.000 | EA | $2,200.00 | $2,200.00 |
| 970 | 2045 | AMUR CHOKECHERRY | 3.000 | EA | $400.00 | $1,200.00 |
| 970 | 2140 | KENTUCKY COFFEETREE | 5.000 | EA | $400.00 | $2,000.00 |
| 970 | 2215 | PRINCESS KAY PLUM | 2.000 | EA | $400.00 | $800.00 |
| 970 | 2330 | BUR OAK | 5.000 | EA | $400.00 | $2,000.00 |
| 970 | 2436 | HARVEST GOLD LINDEN | 5.000 | EA | $400.00 | $2,000.00 |
| 970 | 7061 | SWITCH GRASS | 32.000 | EA | $33.00 | $1,056.00 |
| | | | | Subtotal | | $248,079.00 |

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **6/15/2018**

Project Number: **TAU-8-984(163)** PCN: **21962**

Job Number: **14** English/Metric: **ENGLISH**

| | |
|---|---|
| Eng and Contg | **$0.00** |
| Total | **$248,079.00** |

Length **0.0700 Miles**

| | | Construction |
|---|---|---|
| Estimated Cost | | **$248,079.00** |
| **TAU FEDERAL FUNDS** | **80.93%** | **$200,770.33** |
| **TAU FARGO CITY FUNDS** | **19.07%** | **$47,308.67** |

Summary for Project

| | | | |
|---|---|---|---|
| Length | **0.0700 Miles** | **CASS** | **0.0700 Miles** |

| | |
|---|---|
| Estimated Total Construction Cost: | **$248,079.00** |
| Estimated Total Eng and Contg: | **$0.00** |

| | Construction | Total |
|---|---|---|
| Estimated Cost | **$248,079.00** | **$248,079.00** |
| **TAU FEDERAL FUNDS** | **$200,770.33** | **$200,770.33** |
| **TAU FARGO CITY FUNDS** | **$47,308.67** | **$47,308.67** |

**FEDERAL TA FUNDING IS LIMITED TO $227,334**
**DOT TO MAKE CONTRACT PAYMENTS**
**NO CONSTRUCITON ENGINEERING REQUESTED**

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 1

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TAU-8-984(163)

COUNTY & DATE CASS (017) JUN 15, 2018 09:30AM

LENGTH & TYPE 0.070

5TH ST S BETWEEN 6TH AND 7TH AVE S

COMPLETION TIME 11/02/18 SHARED USE PATH & INCIDENTALS

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | NO. 14 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE | AMOUNT | BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 01 BID PRICE | AMOUNT | BIDDER c.c. BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 103 | CONTRACT BOND | L SUM | 1.000 | 30000.00 | 30000.00 | 21000.00 | 21000.00 | | |
| 202 | REMOVAL OF CURB & GUTTER | LF | 600.00 | 11.000 | 6600.00 | 35.000 | 21000.00 | | |
| 202 | REMOVAL OF PAVEMENT | TON | 540.00 | 40.000 | 21600.00 | 100.000 | 54000.00 | | |
| 203 | TOPSOIL | CY | 4000.00 | 10.000 | 40000.00 | 35.000 | 140000.00 | | |
| 203 | BORROW-EXCAVATION | CY | 25000.00 | 22.000 | 550000.00 | 23.000 | 575000.00 | | |
| 251 | SEEDING CLASS I | ACRE | 6.70 | 1300.000 | 8710.00 | 4400.000 | 29480.00 | | |
| 253 | HYDRAULIC MULCH | ACRE | 6.70 | 1809.000 | 12120.30 | 2000.000 | 13400.00 | | |
| 702 | MOBILIZATION | L SUM | 1.000 | 10000.000 | 10000.00 | 25000.000 | 25000.00 | | |
| 704 | TRAFFIC CONTROL | L SUM | 1.000 | 4000.000 | 4000.00 | 1674.000 | 1674.00 | | |
| 708 | INLET PROTECTION-SPECIAL | EA | 7.000 | 230.000 | 1610.00 | 150.000 | 1050.00 | | |
| 708 | REMOVE INLET PROTECTION-SPECIAL | EA | 7.000 | 100.000 | 700.00 | 30.000 | 210.00 | | |
| 708 | STABILIZED CONSTRUCTION ACCESS | EA | 1.000 | 4200.000 | 4200.00 | 1200.000 | 1200.00 | | |
| 708 | REMOVAL STABILIZED CONSTRUCTION ACCESS | EA | 1.000 | 1200.000 | 1200.00 | 500.000 | 500.00 | | |
| 748 | CURB & GUTTER | LF | 600.00 | 40.000 | 24000.00 | 45.000 | 27000.00 | | |
| 750 | SIDEWALK CONCRETE 5IN | SY | 550.00 | 68.000 | 37400.00 | 72.000 | 39600.00 | | |
| 750 | SIDEWALK CONCRETE 6IN | SY | 50.000 | 70.000 | 3500.00 | 78.000 | 3900.00 | | |
| 750 | DETECTABLE WARNING PANELS | SF | 100.00 | 80.000 | 8000.00 | 58.000 | 5800.00 | | |
| 754 | SIGNING | L SUM | 1.000 | 1600.000 | 1600.00 | 1850.000 | 1850.00 | | |
| 762 | PLASTIC PVMT MK FILM-MESSAGE | SF | 50.000 | 22.000 | 1100.00 | 21.000 | 1050.00 | | |
| 762 | PLASTIC PVMT MK FILM 24IN LINE | LF | 177.00 | 30.000 | 5310.00 | 29.000 | 5133.00 | | |
| 770 | CONCRETE FOUNDATION-HIGHWAY LIGHTING | EA | 5.000 | 1200.000 | 6000.00 | 1000.000 | 5000.00 | | |
| 770 | PULL BOX | EA | 1.000 | 1200.000 | 1200.00 | 1100.000 | 1100.00 | | |
| 770 | 1.5IN DIAMETER RIGID CONDUIT | LF | 365.00 | 7.000 | 2555.00 | 11.000 | 4015.00 | | |
| 770 | UNDERGROUND CONDUCTOR NO6-TYPE RHW | LF | 365.00 | 6.000 | 2190.00 | 2.200 | 803.00 | | |
| 770 | ORNAMENTAL LIGHT STANDARD | EA | 5.000 | 1500.000 | 7500.00 | 3520.000 | 17600.00 | | |
| 772 | TRAFFIC SIGNALS SYSTEM | EA | 1.000 | 35000.000 | 35000.00 | 33250.000 | 33250.00 | | |
| 970 | BENCH | EA | 1.000 | 1500.000 | 1500.00 | 2200.000 | 2200.00 | | |
| 970 | AMUR CHOKECHERRY | EA | 3.000 | 450.000 | 1350.00 | 400.000 | 1200.00 | | |
| 970 | KENTUCKY COFFEETREE | EA | 5.000 | 450.000 | 2250.00 | 400.000 | 2000.00 | | |
| 970 | PRINCESS KAY PLUM | EA | 2.000 | 450.000 | 900.00 | 400.000 | 800.00 | | |
| 970 | BUR OAK | EA | 5.000 | 450.000 | 2250.00 | 400.000 | 2000.00 | | |
| 970 | HARVEST GOLD LINDEN | EA | 5.000 | 450.000 | 2250.00 | 400.000 | 2000.00 | | |
| 970 | SWITCH GRASS | EA | 32.000 | 100.000 | 3200.00 | 33.000 | 1056.00 | | |
| | TOTAL | | | | 216068.03 | | 248079.00 | | |
| | | | | | | NO LIMIT | | | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

20

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

CITY OF Fargo

(17)

**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

June 28, 2018

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

RE: RFP18068 for Articulated Wheel Loader

Commissioners:

On February 9, 2018 request for proposals were received for one (1) Articulated Wheel Loader. Seven proposals were submitted by five (5) venders.

Three proposals met specifications:

| Firm | Total per unit |
|---|---|
| ASC Equipment | $234,513.00 |
| RDO Equipment | $223,388.00 |
| Titan Machinery | $225,963.00 |

The review committee consisting of Terry Ludlum, Paul Hanson and Allan Erickson determined that one vendor met the specifications required. Price was within the expected parameters. The decision was based on dealer experience, resale factors, demonstrations and familiarity of the equipment. Lease quotes were provided with Kinetic Leasing having the lowest rate. Our recommendation is to award the RFP to RDO Equipment with Financing with Kinetic Leasing. The complete lease contract is available at the commission office for review and consideration. Funding for this project is included in the 2018 Solid Waste Budget.

SUGGESTED MOTION:

Approve the recommendation (RFP18068) to purchase one Articulated Wheel Loader from RDO Machinery with five annual payments of $48,128.00 to Kinetic Leasing.

Respectfully Submitted,

Allan Erickson
Fleet Management Specialist

kinetic LEASING

www.kineticlease.com

PHONE 701.476.0221
800.558.7337
FAX 701.476.0277

2575 41st Street South
Suite 1 PO Box 9785
Fargo, ND 58106-9785

July 2, 2018

City of Fargo
Buildings and Grounds

200 3rd Street North
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. CIT921-136

Dear Mr. Erickson:

Enclosed please find the following documentation for the lease of one (1) 2018 John Deere 644K

- Invoice for the first annual lease payment
- Lease with Option to Purchase Agreement No. CIT921-136
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D – Resolution
- Insurance Coverage Request Letter
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible
- Certificate of Incumbency
- 8038-G – We will take care of filing this form with the IRS. Please sign both originals where indicated in blue ink.

Please sign and seal all documents where indicated and return all of the executed documents along with a check in the amount of $48,578.00 to my attention. Upon receipt of these signed documents Kinetic Leasing, Inc. will be able to pay the appropriate vendor(s) in a prompt manner. I can be reached at 800-558-7337 if you have any other questions pertaining to the documentation. Thank you

Sincerely,
Kinetic Leasing, Inc.

Jake Hintz
Relationship Manager

# INVOICE

kinetic LEASING
2575 41st St. S, Ste. 1
PO Box 9785
Fargo, ND 58106-9785
800.558.7337

Page No. 1
INVOICE NO. 195504
Customer # FARG

| INVOICE DATE | DUE DATE |
|---|---|
| 7/02/18 | 8/01/18 |

**INVOICE TO:**

City of Fargo
ATTN: Sheree Calkins
Division of Solid Waste
200 3rd Street North
Fargo, ND 58107

**REMIT TO:**

Kinetic Leasing, Inc.
P.O. Box 9785
Fargo, ND 58106

| AGREEMENT # | DESCRIPTION | FROM | THROUGH | AMOUNT |
|---|---|---|---|---|
| Lease # CIT5921-136 | John Deere 644K | | | |
| | Lease Payment | 8/01/18 | 7/31/19 | 48,128.00 |
| | Documentation Fee | 8/01/18 | 8/31/18 | 450.00 |

**PLEASE RETURN DUPLICATE WITH PAYMENT.**
TERMS: NET CASH ON DUE DATE
PURSUANT TO AGREEMENT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE.
PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE.

| | |
|---|---|
| Invoice Subtotal | 48,578.00 |
| Sales Tax | .00 |
| PAY THIS AMOUNT | 48,578.00 |

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo
2301 8th Ave N
Fargo, ND 58102

Date of Lease: July 2, 2018
Lease #: CIT5921-136

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

| QTY. | SERIAL NO. | DESCRIPTION |
|---|---|---|
| | | **Vendor: RDO Equipment Co.** |
| 1 | 1DW644KZHJF689442 | 2018 John Deere 644K<br>• JRB 644 Coupler<br>• JRB 644 4 Yard Bucket<br>• John Deere LDRHYDCONV<br>• John Deere LDRGRDS<br>• John Deere GUARD (2)<br>• GR Manufacturing Light Guards |

Description of Financed Amount:

| | |
|---|---|
| Cost of above Equipment | $226,505.00 |
| Cost of related charges: | |
| Transportation | $ N/A |
| Physical Modifications (specify) | $ N/A |
| Other (Specify) | $ N/A |
| Add: Sales or other tax, if applicable | $ N/A |
| | |
| Less: Trade-In | $ N/A |
| | |
| Net Financed Amount: | $226,505.00 |

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo
2301 8th Ave N
Fargo, ND 58102

Date of Lease: July 2, 2018
Lease #: CIT5921-136

## BASE RENTAL PAYMENTS

| Rental Payment Date | Rental Payment Amount | Interest Portion | Principal Portion | Purchase Option Price * |
|---|---|---|---|---|
| 08/01/2018 | $48,128.00 | $564.29 | $47,563.71 | $181,481.00 |
| 08/01/2019 | $48,128.00 | $5,349.51 | $42,778.49 | $137,712.00 |
| 08/01/2020 | $48,128.00 | $4,070.64 | $44,057.36 | $92,892.00 |
| 08/01/2021 | $48,128.00 | $2,753.52 | $45,374.48 | $46,997.00 |
| 08/01/2022 | $48,128.00 | $1,397.04 | $46,730.96 | $0.00 |

*After payment of Rental Payment due on such date.

# REPORT OF ACTION
# UTILITY COMMITTEE

18

Project No. WW1402 Type: FEMA HMGP Amendment #5

Location: Broadway Interceptor SSO Reduction Project

Date of Hearing: 6-27-18

| Routing | Date |
|---|---|
| City Commission | 7-2-18 |
| Project File | |

Jim Hausauer, Wastewater Utility Director, presented the attached FEMA Hazard Mitigation Grant Program (HMGP) Amendment #5 for the Broadway Interceptor Sanitary Sewer Overflow (SSO) Reduction Project Grant.

The Broadway Project was designed to reduce hazards associated with sanitary sewer overflows and sewer backups within the Broadway Interceptor Service Area (SA) caused by wet weather conditions and river flooding. The City secured an 85% FEMA Hazard Mitigation Grant Program (HMGP) funds with a funding formula consisting of 75% Federal, 10% State, and 15% Local. The project included structure improvements, installation of 22,000' of relief force and rehabilitation of other components. Previous Amendments include:

Amendment #1: This consisted of creating wet weather relief for the Broadway Interceptor through installation of a relief sanitary sewer force main from a modified Lift Station (LS) #1 and #2.

Amendment #2: Included replacement of the existing pumps in LS #1 to be compatible with the new wet weather pumps, electrical and backup generator.

Amendment #3: The original scope called for the force main to be installed in 5 segments, but coordination with Capital Improvement Projects (CIP) identified by the Engineering Department resulted route changes and installed in 14 different segments.

Amendment #4: Includes multiple scope of work (SOW) changes and a request to withdraw the WWTP Levee from the overall project.

**MOTION:**
On a motion by Kent Costin, seconded by Ben Dow, the Utility Committee voted to approve FEMA Hazard Mitigation Grant Program Amendment #5 for a one year time extension from March 24, 2018 to March 24, 2019.

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

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

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

**MEMORANDUM**

June 13th, 2018

**To:** **Utility Committee**

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

**Re:** **Project WW1402—Amendment #5-Time Extension**
**Hazard Mitigation Grant Program-Broadway Interceptor SSO Reduction Project**

## Background

If you recall, the City of Fargo (City) amended the Hazard Mitigation Grant Program (HMGP) application for the Wastewater Treatment Plant (WWTP) levee project (DR-1981-ND-9R) to include the Broadway Interceptor SSO Reduction Project. In February 2014, the amended application outlining the Broadway Interceptor SSO Reduction Project was submitted to the North Dakota Department of Emergency Services (NDDES). In July 2014, the City was notified that the amended application was authorized. Since the award of the original scope of the project in December 2013, there have been four amendments approved for the project summarized below:

## Prior Approved Amendments

The approved amendments are described below:

*Amendment #1*-Consisted of creating wet weather relief for the Broadway Interceptor through the installation of a relief sanitary sewer force main from a modified Lift Station #1 and Lift Station #2, flowing north to the WWTP. The purpose of this project is to prevent the Broadway Interceptor from backing up during wet weather conditions that may cause potential sanitary sewer backups or overflows into public and private property.

*Amendment #2*-This included replacement of the existing pumps at Lift Station #1. With the modifications and addition of the new wet weather pumps, the new electrical equipment was incompatible with the existing electrical system and pumps. New dry weather pumps were included to eliminate the compatibility issues and reduce operation and maintenance (O/M) costs.

*Amendment #3*-This amendment included routing changes to the force main. The original scope called for the force main to be installed in five (5) segments, but coordination with City Engineering, it was decided to proceed with incorporating the force main with other City projects to coordinate the route with other planned capital improvement projects. This resulted in additional costs for both construction and engineering. The original scope called for the force main to be installed in five (5) segments, but now the force main is planned to be installed in 14 segments to coincide with these other projects.

*HMGP Amendment # 4*- includes multiple Scope of Work (SOW) changes that include the request to withdraw the WWTP Levee Project and a request to change various components of the Broadway SSO Reduction Project that includes additional funds for the change in scope:

## Amendment #5

With the large scale of construction required, the project was divided into 14 segments to allow each segment to be properly managed. In order to achieve completion of all the components, the Wastewater Utility requested a one-year extension from March 24, 2018 to March 24, 2019. A one-year time extension will allow for the completion of construction, closeout of project components and adequate time to meet all FEMA HMGP Grant requirements. The one-year extension will allow for potential time delays and the administrative tasks required.

Your consideration in this matter is greatly appreciated.

## Recommended Motion

Approve the attached FEMA HMGP Amendment #5 with the North Dakota Department of Emergency Services for the Broadway Interceptor SSO Reduction Project for a one-year time extension from March 24, 2018 to March 24, 2019.

CITY OF FARGO PUBLIC WORKS
*WASTEWATER TREATMENT PLANT*
3400 North Broadway
Fargo, North Dakota 58102
Phone: (701) 241-1454
Fax: (701) 241-8159
Web Site: www.cityoffargo.com

January 10, 2018

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

**Re: ND-DR-1981-9R City of Fargo Broadway Interceptor Sewer System Project-Request for Time Extension**

Dear Justin:

The intent of this letter is to request a one (1) year time extension from March 24, 2018 to March 24, 2019 for the above referenced project. Significant progress has been made on the overall project; however, due to the size of the project, overall coordination with other construction activities and environmental influences affecting the timeline of the project, the time extension is necessary.

With the large scale of the project, the project was broken-up into 14 segments to allow each segment to be properly managed. Considering the winter months bring weather that does not allow construction activity to take place, this put restrictions on the timeline when this project could be constructed. A brief update on the overall project progress to date is provided along with a schedule to outline activities remaining in the project scope.

## Project Scope

The original scope was approved on December 17, 2013 for $255,900 that included grant award for flood mitigation at the Wastewater Treatment Plant. Following the approval of the original contract, a Hazard Mitigation Program (HMGP) Subgrant Agreement was submitted and approved on July 16, 2014 for $16,394,265 and included the following components:

- **Broadway Interceptor Relief Force Main:** This component included the design, bidding, and construction of approximately 23,000 feet of relief force main from the Lift Station 1 area to the Wastewater Treatment Facility (WWTF).
- **West Side Interceptor (WSI) Bypass**: This component included the design, bidding, and construction of a bypass between the WSI and the 45th Street Interceptor.
- **Effluent Pump Station (EPS) Modifications**: This component included the design, bidding, and construction of modifications to the existing EPS to accommodate additional wet weather flows from the Broadway Interceptor Relief Force Main.
- **Vault C & Gravity Sewer:** This component included the design, bidding, and construction of modifications to the existing Vault C outside of the WWTF, in additional to gravity sewer from Vault C to the EPS to accommodate additional wet weather flows from the Broadway Interceptor Relief Force Main.

Printed on Recycled paper.

- **Lift Stations No. 1 and No. 2 Modifications:** This component included design, bidding, and construction of modifications for Lift Stations No. 1 and No. 2 to accommodate wet weather flows within the Lift Stations.
- **Effluent Force Main Modifications**: This component included design, bidding, and construction of the replacement of 2,000 feet of 30-inch Effluent Force Main.

As design of the project progressed, and the project began to evolve, changes to the scope were accounted for within Amendment 3 and Amendment 4. In general, the overall scope remained the same, with exception of the removal of the EPS Modifications and the Vault C & Gravity Sewer improvements. To date, the proposed project cost is $22,194,840.

## Project Progress to Date

Since the approval of the additional changes to the original project scope on July 16, 2014, work has continued to progress and is nearing the final portion of the overall project to be completed. The progress that has been completed to date is includes the following:

- **Broadway Interceptor Relief Force Main:** The design, bidding and construction of approximately 22,000 feet of the Broadway Interceptor Relief Force Main, which was completed from 2015 to 2017.
- **West Side Interceptor (WSI) Bypass**: The design was completed in the fall of 2016, with bidding and construction completed in the fall of 2017.
- **Effluent Pump Station (EPS) Modifications**: This was submitted under proposed Amendment 4 for removal from the project. No further work will be done with this portion of the project.
- **Vault C & Gravity Sewer:** This has been submitted under the proposed Amendment 4 for removal from the project. No further work will be done with this portion of the project.
- **Lift Station No. 1 and No. 2 Modifications:** This portion of the project was delayed a year to accommodate other construction activities within the vicinity of Lift Stations No. 1 and 2. Construction activity for the lift stations began in August 2017 and will continue though October 2018.
- **Effluent Force Main Modifications:** This portion of the project was designed, bid, and constructed in the fall of 2015.
- **WWTP Flood Protection:** After further review of the original application, the flood protection portion of the project was determined to no longer be technically or financially feasible to complete. Thus, the flood protection project has been decommissioned from the overall project.

## Remaining Project Items to Complete and Estimated Completion Timeline

Although a significant amount of the project has been constructed, there are still project components left to be completed. An overview of what is remaining to be completed for the overall project is provided below. Additionally, Figure 1 graphically represents the anticipated completion timeline for the project.

- **Broadway Interceptor Relief Force Main:** The construction of approximately 1,000 feet of the Broadway Interceptor Relief Force Main will be completed in the spring of 2018.
- **West Side Interceptor (WSI) Bypass**: The construction of this portion of the project will be completed in the spring of 2018.

- **Lift Stations No. 1 and No. 2 Modifications:** It is anticipated construction activity of the modifications of Lift Stations No. 1 and 2 to be complete in October of 2018.

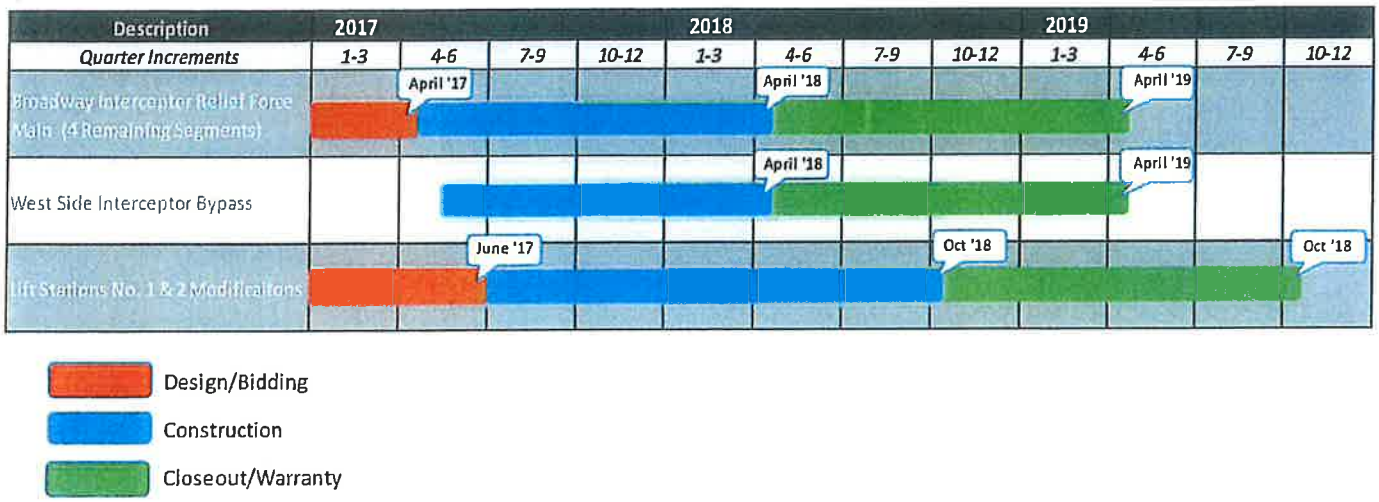



*Figure 1: Estimated Completion Timeline for Broadway Interceptor SSO Reduction Project*

## Summary

In order to achieve completion on all of the project components outlined within the revised project scope, the City is requesting a one-year time extension from March 24, 2018 to March 24, 2019. A one-year time extension will allow for the completion of construction and closeout of all project components.

Although the construction of this project is anticipated to be complete by late fall 2018, a one-year extension will allow for potential delays in construction activities caused by weather, as well as the completion of all administrative tasks required after the construction activities are finished. These administrative tasks include items such as processing reimbursement requests, documenting the City's compliance with all environmental requirements, and final project closeout. Based on the scope, budget, and complexity of this project, the additional time will allow the City to complete this project to the best of their abilities.

Sincerely,

Jim Hausauer, REHS
City of Fargo

Cc: Bruce Grubb PE, City of Fargo
Ben Julson PE, AE2S

**Hazard Mitigation Grant Program Subgrant Agreement for FEMA-DR-1981-ND**
**Between The North Dakota Department of Emergency Services**
**And**
**City of Fargo**

**Amendment No. 5** **To Contract Dated: 16 July 2014**

**ATTACHMENT A is replaced in its entirety by the following:**

**ATTACHMENT A**

**Approved Project Data**

CFDA Title and Number: Disaster Grants – Hazard Mitigation Grant Program, 97.039
Disaster Declaration Number: FEMA-DR-1981-ND
Sub-grantee: City of Fargo
Project Number: 9-R – Amendment #5 – City of Fargo Broadway Interceptor Sewer System Project
Project Cost: 100% - $23,255,747
**Federal Funding:** 75% - $17,441,810
**State Funding:** 10% - $2,325,575
**Local Funding:** 15% - $3,488,362
Work Schedule: 16 July 2014 – 24 March 2019

The City of Fargo will create wet weather flow relief for the Broadway Interceptor through installation of a relief sewer from Lift Station #1 (LS #1) and Lift Station #2 (LS #2) north directly to the City of Fargo Waste Water Treatment Plant (WWTP). The Broadway Interceptor is one of three main sanitary sewer interceptors in Fargo, ND and serves the oldest parts of the city including the downtown area and the high density residential developments both north and south of downtown. The purpose of this project is to prevent the Broadway Interceptor from backing up during wet weather conditions and causing sanitary sewer backups or overflows into public and private property. Due to the current format of the Broadway Interceptor, wet weather conditions are currently posing significant hazards to both public and private property, as well as the functionality of the City's sanitary sewer system. This scope of work includes the installation of a dedicated force main from LS #1 and LS #2 directly to the Effluent Force Main at the WWTP, allowing LS #1 and LS #2 to pump wet weather flows directly to the City's wastewater stabilization ponds. Modifications to LS #1 include wet well and piping modifications; architectural modifications; installation of odor control equipment, new pumps, and a backup generator. Modifications at LS #2 include wet well and piping modifications; architectural modifications; installation of odor control equipment, new pumps, and a backup generator; and a bypass from the West Side Interceptor to the 45th Street Interceptor. The Effluent Force Main will also be modified to allow wet weather flows to be sent directly to the Waste Stabilization Ponds.

Work Schedule:

| | |
|---|---|
| 30% Design | 9 Weeks |
| 60% Design | 9 Weeks |
| 90% Design | 9 Weeks |
| Final Design | 3 Weeks |
| Bidding and Award of Construction Contracts | 6 Weeks |
| Construction | 44 Months |
| Project Closeout | 3 Months |
| Total: | 56 Months |

Cost Estimate:

| | |
|---|---|
| Lift Station #1 Modifications | $ 3,142,634.62 |
| Lift Station #2 Modifications | $ 2,679,372.60 |
| Relief and Effluent Force Main Modifications | $ 14,115,579.78 |
| West Side Interceptor Bypass | $ 353,240.00 |
| Program Management | $ 495,775.00 |
| Engineering | $ 1,742,045.00 |
| Construction Staking | $ 47,500.00 |
| Construction Observation | $ 679,600.00 |
| Total: | $ 23,255,747.00 |

Other Conditions:

Environmental requirements, as noted below and in the attached FEMA award letter dated 16 July 2014 must be met and documented. The attached environmental form must be completed and submitted before grant can be closed out.

1. All necessary measures must be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise are to be dealt with in an efficient and effective manner.

2. Noise from construction activities may have adverse effects on persons who live near the construction area. Noise levels can be minimized by ensuring that construction equipment is equipped with a recommended muffler in good working order. Noise effects can also be minimized by ensuring that construction activities are not conducted during early morning or late evening hours.

3. All necessary measures must be taken to minimize the disturbance of any asbestos-containing material and to prevent any asbestos fiber release episodes. Any facility that is to be renovated or demolished must be inspected for asbestos. Notification of the Department's Division of Air Quality (701-328-5188) is required before any demolition. Removal of any friable asbestos containing material must be accomplished in accordance with section 33-15-13-02 of the North Dakota air pollution control rules.

4. This project may require a Section 404 permit from the Corps of Engineers. The sub-applicant shall consult with USACE regulatory office in Bismarck, ND to determine any project requirements. The Applicant is responsible for obtaining any needed permits and verifying and complying with all permit requirements, including wetland mitigation, any permit conditions, pre-construction notification requirements, and regional conditions as provided by the Army Corps of Engineers. The applicant is responsible for implementing, monitoring, and maintaining all Best Management Practices (BMPs) and Pre-Construction Notification (PCN) conditions of applicable NWP. This is to include any requirements per the North Dakota Dept. of Health 401 Water Quality Certification for Clean Water Act permits.

5. For any work in the SFHA, the sub-applicant must apply for a floodplain permit from the floodplain administrator of the respective community where the action is proposed. All required permits should be maintained as part of the permanent record.

6. Per the ND State Water Commission, a construction permit for the floodwall is needed from the State Engineer. Please contact the ND State Water Commission if you have any questions regarding the permit.

7. Per the ND Dept. of Parks and recreation, the sub-applicant is responsible for complying with the conditions illustrated in the Parks and Recreation letter dated 2/13/14 regarding Land and Water Conservation Fund (LWCF) project sites. Should any public or private utilities need to be added or relocated on the LWCF recreational lands, the ND Dept of Parks and Recreation must be consulted prior to any action taken.

8. Applicant shall comply with proper construction practices and environmental disturbance requirements as outlined in the NDDOH letter dated 12/5/11 and 2/5/14.

9. Care is to be taken during demolition activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of streambeds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance, and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached to the letter.

10. Projects disturbing one or more acres are required to have a permit to discharge storm water runoff until the site is stabilized by the reestablishment of vegetation or other permanent cover. Further information on the storm water permit may be obtained from the Department's website or by calling the Division of Water Quality (701-328-5210). Projects disturbing less than one acre are also required to have a permit to discharge storm water runoff if the site is part of a larger common plan of development or sale, and the larger common pan will ultimately disturb equal to or greater than one acre. A permit is not required for routine maintenance activities performed to maintain the original line and grade, hydraulic capacity, or original purpose of the facility. The city of Fargo may require additional construction site sediment and erosion control measures. The city also may require post-construction considerations for storm water quality by ordinance, or as part of its NDPES Small Municipal Separate Storm Water System (MS4) General Permit obligations. Check with the local officials to be sure any local storm water management considerations are addressed.

**FOR THE SUBGRANTEE:**

[redacted]

Name and Title

[redacted]

Signature Date

**FOR THE GRANTEE:**

DEPARTMENT OF EMERGENCY SERVICES

Cody Schulz – Disaster Recovery Chief Date

19a-b

# REPORT OF ACTION

## UTILITY COMMITTEE

Project No. WA1301

Type: Project WA1301 Change Orders – Two Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 6/27/18

| Routing | Date |
|---|---|
| City Commission | 7/2/18 |
| Project File | |

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, and Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor. The total proposed cost increase is $363,071.28. In the change order proposals, there are 22 listed changes with the two contractors. The highest cost line item change was with WMI for fire sprinkler system changes in the electrical gear rooms and computer server room. These changes will reduce the probability of electrical equipment getting wet and damaged in a fire situation and are consistent with other City of Fargo facilities. The bid cost for the electrical gear was about $3.8 million. Overall, Water Utility staff suggests that the MWTP construction project is going well and is on schedule to meet the substantial completion date at the end of July.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 4.19% from the original bid price. However, only 2.87% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at a reasonable level for overall cost change orders at this point in construction.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

| Contract | Contractor | Bid Price |
|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | $80,044,884.00 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | $6,824,000.00 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | $16,821,411.00 |
| **TOTAL** | | **$103,690,295.00** |

The following table shows the overall cost summary of the recommended changes under this agenda item:

| Contract | Contractor | Number | Change Order Cost |
|---|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | 18 | $110,640.00 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | 16 | $252,431.28 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | N/A | $0.00 |
| **TOTAL** | | | **$363,071.28** |

With Change Order approval, the new updated contract amounts would be as follows:

| Contract | Contractor | Bid Price |
|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | $82,344,008.05 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | $8,246,712.38 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | $17,441,352.00 |
| **TOTAL** | | **$108,032,072.43** |

The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan. The SRF loan is administered by the North Dakota Public Finance Authority (PFA) and the North Dakota Department of Health (NDDH). The City of Fargo has now collected the $30 million in grant funding allotted for the MWTP from the SWC.

**MOTION:**

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders with all three contractors in a total amount of $363,071.28 for the Membrane Water Treatment Plant.

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

ATTEST:

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Grindberg
Commissioner Piepkorn
Commissioner Strand

THE CITY OF Fargo FAR MORE

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

MEMORANDUM

June 25, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: WA1301 Change Orders – Membrane Water Treatment Plant

## Introduction

Construction of the Membrane Water Treatment Plant (MWTP) began in May, 2015. This is Water Utility Project - WA1301. There have been previous change orders for this project approved by the Utility Committee and City Commission. Water utility staff is recommending additional changes to two of three contracts at this time. Letters of explanation from AE2S and change order forms are attached.

After bidding, contracts were approved on April 27, 2015, for Membrane Water Treatment Plant (MWTP) construction to the three prime contractors as follows:

| Contract | Contractor | Bid Price |
|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | $80,044,884.00 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | $6,824,000.00 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | $16,821,411.00 |
| **TOTAL** | | **$103,690,295.00** |

With previously approved change orders to the three contracts, the contract amounts prior to the current recommended changes under this agenda item are as follows:

| Contract | Contractor | Bid Price |
|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | $82,233,368.05 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | $7,994,281.10 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | $17,441,352.00 |
| **TOTAL** | | **$107,669,001.15** |

The following table shows the overall cost summary of the recommended changes by contractor under this agenda item:

| Contract | Contractor | Number | Change Order Cost |
|---|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | 18 | $110,640.00 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | 16 | $252,431.28 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | N/A | $0.00 |
| **TOTAL** | | | **$363,071.28** |

With Change Order approval, the new updated contract amounts would be as follows:

| Contract | Contractor | Bid Price |
|---|---|---|
| No. 1 – General Construction | Alberici Constructors, Inc. | $82,344,008.05 |
| No. 2 – Mechanical Construction | Wrigley Mechanical, Inc. | $8,246,712.38 |
| No. 3 – Electrical Construction | JDP Electric, Inc. | $17,441,352.00 |
| **TOTAL** | | **$108,032,072.43** |

**Piping, valves, pressure vessels, and other components on Reverse Osmosis (RO) skid. The RO system has two discharge headers (shown on top) to send RO water to the end of the MWTP or to softening trains in the existing water plant. Photo from June 2018.**

## MWTP Project Status Related Change Orders and Overall Cost

The MWTP is a large, complicated, and expensive project for the City of Fargo and its water service customers. As such, it is normal for projects of this nature to have adjustments that result in cost change orders. Since the MWTP exceeded $100 million in bid prices, the following is intended to help provide perspective for this project compared to the cost impacts of change orders commonly seen in the industry.

While it may be difficult to find exact comparators to the MWTP project, the following are typical observations and goals for change order cost increases in the industry at project completion:

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**

- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

Change Order (CO) statistics for MWTP project in percentages:

- Prior to Current CO Recommendations: **3.84%**
- Adjusted Value Prior to Current CO Recommendations: **2.52%**
- After Current CO Recommendations: **4.19%**
- Adjusted Value After Current CO Recommendations: **2.87%**
- Total Adjusted Value Dollar Amount: $1,369,585 (Different funding source)
    - Generator Switchgear – West Fargo: $137,816.00 (previously approved CO)
    - 7th Reverse Osmosis Train – West Fargo: $1,068,769.00 (previously approved CO)
    - Black & Veatch contribution to HVAC Changes: $163,000

Since the MWTP construction project is approaching completion and through a number of the higher risk project components for change orders, Water Utility personnel think the project is at a reasonable position from a change order perspective. 'Value Engineering' and teamwork between contractors, City staff, and consulting engineers has been an important factor in containing costs. The 'Value Engineering' for the foundation system was an important item for cost savings in the project, reducing the contract price by nearly $300,000 early in construction.

Related to cost change orders, some higher risk project components include:

- Utility Infrastructure Rerouting (removal from excavation/construction areas) - **Complete**
- Mass Excavation (unforeseen underground conditions) - **Complete**
- Foundation (Pile) Installation - **Complete**
- Major Equipment/Treatment Process Submittals – **Complete**
- Concrete for Lower Level & Main Level **- Complete**
- Building Structural Steel, Exterior Brick, and Roof **– Nearly Complete**
- Process Piping, Building Electrical, and Mechanical Piping **– In progress**

Since the construction of the MWTP is approaching completion, startup of the front-end process equipment has been in progress for a few months. The MWTP is scheduled to be operational in August of 2018. Currently, most of the construction is to the interior of the building, including process piping installation, equipment installation, electrical installation, mechanical/HVAC installation, room finishes, and painting.

A complicating factor for the MWTP construction is the agreement in July 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers. These adjustments in most cases will be cost increases. Two significant cost changes attributed to West Fargo water service have previous approval – 7th Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

## Detailed Summary of Change Orders

The cost impact to Contract No. 1 with Alberici Constructors, Inc. is summarized in the following:

| No. | Item | Cost | Reason |
|---|---|---|---|
| 1 | Dry Chem Air Nozzle Addition (WCD 42) | $12,281.00 | Reduce pipe plugging |
| 2 | Added Expansion Joints in PVC/CPVC Piping | $52,023.00 | CIP Thermal Expansion |
| 3 | Modifications to Residuals Retaining Wall | ($2,679.00) | To Block Retaining Wall |
| 4 | Chip Opening for Dampers in Generator Building | $2,490.00 | To Actual Damper Size |
| 5 | FRP Tank Companion Flanges | $8,224.00 | Instrumentation Mounts |
| 6 | Add Raw Water Drains | $5,515.00 | Drains for Maintenance |
| 7 | Spare VPR-6054 on MF/UF MIT | $6,491.00 | Spare for Critical System |
| 8 | Change MF/UF PLC Module and Switches | $8,673.00 | Capacity Issue |
| 9 | Aggregate Base at West Lobby Ramp | $2,045.00 | Support/Settling |
| 10 | Modify Duct Opening at LL Electric Room Wall | $1,004.00 | CMU/Drywall Transition |
| 11 | Relocate Polymer Lines for CMU in Existing WTP | $2,586.00 | Routing Conflict |
| 12 | Modifications to Generator Building Grating | $1,554.00 | New Pipe Installation |
| 13 | Reverse Osmosis PLC Network Switch | $2,380.00 | Capacity Issue |
| 14 | Added Trust Block at Raw H2O & Finished H2O Tie-Ins | $1,287.00 | Unrestrained Pipe |
| 15 | Sulfuric Acid Fill Station Drop Site | $2,920.00 | Chemical Supplier |
| 16 | Add for Dry Stack Retaining Wall | $3,846.00 | Account for Loading |
| | **Total – Contract No. 1 Change for Change Order No. 18** | **$110,640.00** | |

The cost impact to Contract No. 2 with Wrigley Mechanical, Inc. is summarized in the following:

| No. | Item | Cost | Reason |
|---|---|---|---|
| 1 | Electric and Server Room Sprinkler System | $216,394.00 | Equipment Protection |
| 2 | Generator Building Fire Damper Actuators | $14,834.47 | Fire Protection |
| 3 | Added Side Stream Filters | $9,911.70 | HVAC Maintenance |
| 4 | Install Flow Switches in Lab Emergency Eye Wash | $2,081.11 | Employee Safety |
| 5 | Floor Drain in Existing Hall 4166 | $4,366.00 | Existing Low Area |
| 6 | JCI Tagging Modifications | $4,844.00 | Match Process Tagging. |
| | **Total – Contract No. 2 Change for Change Order No. 15** | **$252,431.28** | |

## Plan of Financing

The contract changes under this agenda item will results in an overall cost increase of $363,071.28 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The $30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

**SUGGESTED MOTION:**

Approve the two contract change orders in the total amount of $363,071.28 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

June 21, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 18**
**Contract No. 1 Fargo Membrane WTP and Improvements**
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 18 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. Air injector assemblies will be installed in front of the diverter valves to the existing lime silos SB-301 and SB-303 to reduce the compaction of lime at the closed valve which has led to plugging in the transfer line.
2. Modifications will be made to the PVC/CPVC piping on the MF/UF and RO CIP lines to account for thermal expansion in the lines during CIP operations. The modifications will include added expansion joints and rigid stainless steel tees to provide expansion and anchor points in the piping.
3. The retaining wall for the new driveway planned at the Residuals Facility will be moved to the south side of the existing clarifier and will be changed from concrete retaining walls to block retaining walls with handrail, similar to the existing retaining walls on the north side of the Residuals Facility.
4. The openings for the dampers in the Generator Building need to be modified slightly to account for the size of the dampers to be installed.
5. Companions flanges will be provided for the instrumentation to mount to on the FRP tanks. The provided flanges will match the piping material of the associated system.
6. Drains will be added on both raw water lines to allow the flow meter section of the raw water lines to be drained for maintenance.
7. The bypass around VPR-6054 will be removed on the MF/UF MIT air line to eliminate the potential to over-pressurize the membranes and a spare VPR-6054 valve will be provided to the City.
8. The network switches and modules in the MF/UF System PLC will be replaced with a larger capacity units (1783-BMS10CGA switches and 1783-SFP1GLX modules).
9. Granular base material will be added under the ramp at the west entrance to the Membrane WTP.

10. Additional drywall layers will be added to the duct penetrations at the lower level electrical room CMU north wall to provide a flush transition between the CMU and the drywall for dealing the duct penetration.
11. The polymer lines in the Existing WTP operating level chemical area will be shifted up to avoid conflict with the new hallway CMU wall.
12. The existing pipe trench grating in the Generator Building will be modified to accommodate the new generator pipe installation.
13. The network switch in the RO System Master PLC will be replaced with a larger capacity switch.
14. Thrust blocks will be added on the back side of the raw water and finished water tie-ins to provide additional support to help prevent joint separation near the connection of the existing unrestrained pipe.
15. The sulfuric acid fill pipe will be lowered as requested by the chemical supplier for easier unloading operation.
16. The first two courses of the retaining walls on the north side of the Membrane WTP will be increased from 8" to 12" to account for the loading from the height of the wall.

The cost impact to Contract No. 1 is summarized in the following:

| Item | Cost |
|---|---|
| 1. PCO 202 – Dry Chem Air Nozzle Addition (WCD 42) | $12,281.00 |
| 2. PCO 208 – Added Expansion Joints in PVC/CPVC Piping | $52,023.00 |
| 3. PCO 220 – Modifications to Residuals Retaining Wall | ($2,679.00) |
| 4. PCO 246 – Chip Opening for Dampers in Generator Building | $2,490.00 |
| 5. PCO 276 – FRP Tank Companion Flanges | $8,224.00 |
| 6. PCO 309 – Added Raw Water Drains | $5,515.00 |
| 7. PCO 315 – Add for Spare VPR-6054 on MF/UF MIT | $6,491.00 |
| 8. PCO 316 – Change MF/UF PLC Module and Switches | $8,673.00 |
| 9. PCO 319 – Aggregate Base at West Lobby Ramp | $2,045.00 |
| 10. PCO 320 – Modifications to Duct Opening at LL Elec Room Wall | $1,004.00 |
| 11. PCO 322 – Relocate Polymer Lines for CMU in Existing WTP | $2,586.00 |
| 12. PCO 323 – Modifications to Generator Building Grating | $1,554.00 |
| 13. PCO 324 – RO System PLC Network Switch | $2,380.00 |
| 14. PCO 326 – Added Thrust Blocks at RW and FW Tie-Ins | $1,287.00 |
| 15. PCO 328 – Sulfuric Acid Fill Station Drop Pipe | $2,920.00 |
| 16. PCO 339 – Add for Dry Stack Retaining Wall | $3,846.00 |
| **Total for Change Order No. 18 =** | **$110,640.00** |

Upon the City of Fargo's acceptance of Change Order No. 18, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

**AE2S**

Ben Julson, PE
Project Engineer

www.ae2s.com

June 21, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
Water Treatment Plant
435 14th Ave S
Fargo, ND 58103-4306

**Re: Change Order No. 16**
**Contract No. 2 Fargo Membrane WTP and Improvements**
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 16 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The fire suppression system in both Electrical Rooms and in the Server Room will be modified to include both a clean agent system and a pre-action sprinkler system. This change is to avoid a filled water sprinkler system in these rooms that would jeopardize the electrical gear in the rooms if there was a leak. The clean agent system will be triggered first to extinguish a fire before water is used from the pre-action system.
2. Damper actuators will be added to the fire dampers in the Generator Building in conjunction with the changes to the fire dampers previously approved.
3. Side stream filters will be added to the heating and cooling systems per City request.
4. A flow switch will be added to the Emergency Eye Wash (EEW) in the Operators Lab which will indicate if the EEW is in use.
5. A floor drain will be added in the low point of the sloped existing floor of Hall 4166 (low spot of the previous phosphate batch tank area).
6. Some of the HVAC equipment will be retagged to match the tagging standards used on the process equipment to associate the equipment with a process area.

The cost impact to Contract No. 2 is summarized in the following:

| Item | Cost |
|---|---|
| 1. PCO 289 – Elec and Server Room Sprinkler System (Option 2 Alt) | $216,394.00 |
| 2. PCO 300 – Gen Bldg Fire Damper Actuators | $14,834.47 |
| 3. PCO 305 – Added Side Stream Filters | $9,911.70 |
| 4. PCO 318 – Install Flow Switch on EEW | $2,081.11 |
| 5. PCO 334 – Floor Drain in Existing Hall 4166 | $4,366.00 |
| 6. PCO 340 – JCI Tagging Modifications | $4,844.00 |
| **Total for Change Order No. 16 =** | **$252,431.28** |

Upon the City of Fargo's acceptance of Change Order No. 16, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

**AE2S**

Ben Julson, PE
Project Engineer

REPORT OF ACTION

UTILITY COMMITTEE

20

Project No. N/A Type: AE2S Task Order #9 – Residuals Facility Improvements

Location: Existing Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 6/27/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| Project File | |

Troy Hall, Water Utility Director, presented the attached memo regarding a proposed AE2S task order to study WTP Residuals Facility improvements and produce a Preliminary Design. An outcome of this task order will be to complete a Preliminary Engineering Report (PER). The existing residuals plant is in poor condition and a high-maintenance facility for the Water Utility. Improvements to residuals handling for the Water Utility is in the 20-year Capital Improvement Plan (CIP).

Water Utility staff suggests that the following scope of service is important to the successful completion of the Preliminary Engineering Report (PER) under this task order:

| Phase | Task Number and Task Name | Est. Hours | Amount |
|---|---|---|---|
| **Phase 020** | **Study and Report Phase Services** | | |
| | 01 Project Management and Administration | 180 | $28,900 |
| | 02 Background, Objectives, and Planning Criteria | 136 | $24,800 |
| | 03 Residuals Treatment Technology Evaluation | 390 | $66,200 |
| | 04 Concept Development | 400 | $68,300 |
| | 05 Economic Analysis and Recommendations | 76 | $13,300 |
| | 06 Facility Plan Documentation | 146 | $24,500 |
| | **Phase 020 Subtotal** | **1328** | **$226,000** |
| **Phase 050** | **Preliminary Design Phase Services** | | |
| | 01 Project Management and Administration | 73 | $11,100 |
| | 02 Preliminary Design Drawings | 390 | $59,600 |
| | **Phase 020 Subtotal** | **463** | **$70,700** |
| | **Total** | **1791** | **$296,700** |

Water Utility staff recommends funding the engineering services under AE2S Task Order #9 with Fund 501/Division 3051 for water infrastructure. 'Residual Facility Improvements' is a line item in the 2018 budget and in the Water Utility 20-year Capital Improvement Plan (CIP). For actual Residuals Facility improvements in the future, the Water Utility intends to apply for a State Revolving Fund (SRF) loan.

**MOTION:**

On a motion by Ben Dow, seconded by Kent Costin, the Utility Committee voted to approve the proposed Task Order #9 with AE2S in the amount of $296,700 for engineering services toward Water Treatment Plant Residuals Facility improvements.

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

ATTEST:

T. B. Hall

Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

THE CITY OF Fargo FAR MORE

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

**MEMORANDUM**
June 25, 2018

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director TBH

**Re:** AE2S Task Order #9 – Fargo WTP Residuals Facility Improvements

## Introduction

Attached, please find a task order proposal from AE2S for engineering services related to Preliminary Design Phase services for WTP Residual Facility (WTPRF) Improvements. The current residuals facility was constructed in 1974 and is likely the highest maintenance (per square foot) facility in the Water Utility. Planning phase engineering services for WTPRF improvements are in the 2018 budget. Moorhead Public Service has approached Fargo Water Utility staff about a potential partnership in building a regional facility to serve both Fargo and Moorhead.

**The current Residuals Facility, showing sludge truck garage, along 13th Avenue South. This facility was constructed in 1974 and is high-maintenance for Water Utility personnel.**

## Background

The following are key points related to WTP Residuals Facility Improvements planning for the City of Fargo Water Utility:

- The current residuals facility was constructed in 1974 and is a very high-maintenance facility for the City of Fargo.
- 'Residuals Management Facility' is a specific line item in the 20-year Capital Improvement Plan (CIP) for the Water Utility.
- Any recommended construction for Residuals Facility Improvements is shown to be State Revolving Fund (SRF) loan funded in the 20-year CIP. The Water Utility has not applied for an SRF loan for this project, yet.
- Moorhead Public Service (MPS) has expressed interest in collaborating with us on WTP Residuals Facility Improvements and making it a 'regional facility'.
- The addition of West Fargo as a regional water customer and harder water in both the Red River and Sheyenne River has significantly increased the sludge production from the existing WTP.
- Water Utility staff is approaching the WTP Residuals Facility Improvements as a blank slate and open to significant change in residuals handling for several reasons:
    - MWTP solids will be different from the lime sludge produced in the existing WTP.
    - Automation capabilities have significantly improved since the 1970s.
    - Extended operating hours through automation may reduce equipment sizing and, therefore, reduce the cost of improvements.

## Fargo WTP Residuals Facility Improvements – Scope of Service

Water Utility staff suggests that the following scope of service for Task Order #9 is important for successful Preliminary Design development for residuals facility improvements:

| Phase | Task Number and Task Name | Est. Hours | Amount |
|---|---|---|---|
| **Phase 020** | **Study and Report Phase Services** | | |
| | 01 Project Management and Administration | 180 | $28,900 |
| | 02 Background, Objectives, and Planning Criteria | 136 | $24,800 |
| | 03 Residuals Treatment Technology Evaluation | 390 | $66,200 |
| | 04 Concept Development | 400 | $68,300 |
| | 05 Economic Analysis and Recommendations | 76 | $13,300 |
| | 06 Facility Plan Documentation | 146 | $24,500 |
| | **Phase 020 Subtotal** | **1328** | **$226,000** |
| **Phase 050** | **Preliminary Design Phase Services** | | |
| | 01 Project Management and Administration | 73 | $ 11,100 |
| | 02 Preliminary Design Drawings | 390 | $59,600 |
| | **Phase 020 Subtotal** | **463** | **$70,700** . |
| | **Total** | **1791** | **$296,700** |

## Plan of Financing

Planning phase engineering services for Water Treatment Plant Residuals Facility improvements are in the 2018 budget as a budget line item. The 20-year CIP shows funding through a State Revolving Fund (SRF) loan. However, the Water Utility has not applied for the SRF loan, yet. It is suggested that the funding for the proposed task order come from Fund 501/Division 3055 for Water Infrastructure. The Preliminary Design, resulting from the engineering services in this task order, will provide an updated cost estimate and serve as a basis for securing an SRF loan for any recommended construction.

**SUGGESTED MOTION:**

Approve Task Order #9 with AE2S in the amount of $296,700 to be paid with Fund 501/Division 3055 for engineering services related to Preliminary Design Phase services for WTP Residual Facility (WTPRF) Improvements.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

June 27, 2018

Troy B. Hall
Fargo Water Utility Director
435 14th Avenue South
Fargo, ND 58102

**RE: Fargo WTP Residuals Facility Improvements**
**Study and Report and Preliminary Design Phase Services**
**Water Consulting Task Order No. 9**

Dear Troy:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo WTP Residuals Facility Improvements. This letter and the attached Water Consulting Task Order No. 9 provide the proposed scope of services for study and report and preliminary design phase services. The proposed fee for the study and report and preliminary design phase services, expenses, and reimbursables is $296,700.

The City of Fargo owns and operates a 30 million gallon per day (mgd) Water Treatment Plant (WTP) and is nearing the completion of a 15 mgd membrane expansion. Two of the primary water treatment processes (pretreatment and lime softening) at the Fargo WTP generate sludge, which is treated at the Residuals Facility located on the WTP campus. Originally constructed in 1974, the Residuals Facility is in need of improvements to address aging equipment and infrastructure, and there are additional concerns with treatment and dewatered solids storage capacity, lack of equipment redundancy, and maintenance requirements. This Scope of Services provides for the Study and Report and Preliminary Design phase services to support the development of a Facility Plan for the Residuals Facility, which includes establishing treatment objectives and planning criteria, evaluating residuals treatment technologies, developing concept layouts and cost estimates, performing an economic analysis of the concepts, facility plan documentation, and development of preliminary drawings.

If you agree with the proposed scope of services and associated professional fees presented in the attached Water Consulting Task Order No. 9, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this water service project.

Submitted in Service,

Jacob D. Strombeck
Client Manager

Enclosures

This is Water Consulting Task Order No. 9, consisting of 4 pages.

**Water Consulting Task Order No. 9**

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Water Consulting Services – Task Order Edition, dated January 1, 2018 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

A. Effective Task Order Date: June 27, 2018

B. Owner: City of Fargo (Water Utility)

C. Engineer: Advanced Engineering and Environmental Services, Inc. (AE2S)

D. Engineer Project No.: P00803-2013-068

E. Specific Project (title): Fargo WTP Residuals Facility Improvements

F. Specific Project (description):

Study and Report and Preliminary Design Phase services for improvements to be made to the Fargo Water Treatment Plant (WTP) Residuals Facility. The services included in this Task Order include establishing treatment objectives and planning criteria, evaluating residuals treatment technologies, developing concept layouts and cost estimates, economic analysis of the concepts, facility plan documentation, and development of preliminary drawings.

**2. Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

B. Resident Project Representative (RPR) Services: None.

C. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order Approval – June 27, 2018
- Study and Report Phase – July 2018 through December 2018
- Preliminary Design Phase – December 2018 through March 2019
- Project Completion – March 2019

**5. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

| *Phase* | *Task Number and Task Name* | *Payment Method* | *Estimated Hours* | *Amount* |
|---|---|---|---|---|
| ***020*** | ***Study and Report Phase Services*** | *Method A* | | |
| *01* | *Project Management and Administration* | | *180* | *$28,900* |
| *02* | *Background, Objectives, and Planning Criteria* | | *136* | *$24,800* |
| *03* | *Residuals Treatment Technology Evaluation* | | *390* | *$66,200* |
| *04* | *Concept Development* | | *400* | *$68,300* |
| *05* | *Economic Analysis and Recommendations* | | *76* | *$13,300* |
| *06* | *Facility Plan Documentation* | | *146* | *$24,500* |
| | | | | |
| | ***Phase 020 Subtotal*** | | ***1328*** | ***$226,000*** |
| ***030*** | ***Preliminary Design Phase Services*** | *Method A* | | |
| *01* | *Project Management and Administration* | | *73* | *$11,100* |
| *02* | *Preliminary Design Drawings* | | *390* | *$59,600* |
| | | | | |
| | ***Phase 030 Subtotal*** | | ***463*** | ***$70,700*** |
| ***Total*** | | | ***1791*** | ***$296,700*** |

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

6. **Consultants retained as of the Effective Date of the Task Order:**

   Black & Veatch Corporation

7. **Other Modifications to Agreement and Exhibits:** None.

8. **Attachments:**

   Attachment 1 – Scope of Services for Task Order

9. **Other Documents Incorporated by Reference:** None.

**10. Terms and Conditions**

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is June 27, 2018.

| | |
|---|---|
| OWNER: City of Fargo (Water Utility) | ENGINEER: Advanced Engineering and Environmental Services, Inc. (AE2S) |
| By: _____ | By: _____ |
| Name: Troy B. Hall | Name: Brian R. Bergantine, PE |
| Title: Water Utility Director | Title: Operations Manager |
| DESIGNATED REPRESENTATIVE FOR TASK ORDER: | DESIGNATED REPRESENTATIVE FOR TASK ORDER: |
| Name: Troy B. Hall | Name: Jacob D. Strombeck, PE |
| Title: Water Utility Director | Title: Client Manager |
| Address: 435 14th Ave S<br>Fargo, ND 58103 | Address: 4170 28th Ave S<br>Fargo, ND 58104 |
| E-Mail Address: THall@FargoND.gov | E-Mail Address: Jacob.Strombeck@ae2s.com |
| Phone: (701) 476 - 6741 | Phone: (701) 364 - 9111 |

This is Attachment 1 to Water Consulting Task Order No. 9 consisting of 5 page(s).

***Attachment 1 to Water Consulting Task Order No. 9***

*Fargo WTP Residuals Facility Improvements* ***June 27, 2018***

# Scope of Services

The Project consists of evaluating treatment technologies and improvement alternatives for the existing Fargo Water Treatment Plant (WTP) Residuals Facility. The two main water treatment processes (pretreatment and lime softening) at the Fargo WTP generate sludge, which is treated at the Residuals Facility located on the WTP campus. Improvements are needed at the Residuals Facility to address aging equipment and infrastructure, and there are additional concerns regarding treatment and storage capacity, lack of equipment redundancy, and maintenance requirements. This Scope of Services provides for the Study and Report and Preliminary Design phase services to support the development of a Facility Plan for the Residuals Facility, which includes establishing treatment objectives and planning criteria, evaluating residuals treatment technologies, developing concept layouts and cost estimates, economic analysis of the concepts, facility plan documentation, and development of preliminary drawings. The following is a detailed breakdown of this Scope of Services to Water Consulting Task Order No. 9.

## ***Phase 020 – Study and Report Phase Services***

***In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Study and Report Phase services under Water Consulting Task Order No. 9:***

Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence and coordination, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner; and monitoring Project budgets and schedules. As part of this Task, the ENGINEER shall facilitate and attend the "Project Kickoff" meeting with OWNER.

Task 02 – Background, Objectives, and Planning Criteria

ENGINEER shall review and compile previous planning documents and concepts developed for retrofitting the existing Residuals Treatment for Facility and for development of a new Residuals Treatment Facility. Previous planning documents to be reviewed include:

- Fargo WTP Facility Plan – Phase 1 (July 2012)
- Draft Fargo Residuals Treatment Concept Tech Memo (September 2013)
- Draft PDM Grant Application Memo (Fall 2017)

ENGINEER shall work with OWNER to develop objectives and planning criteria for the new Residuals Treatment Facility. Key criteria include:

- Development of two (2) operating scenarios (hours per day and days of week to operate the facility) to carry forward into the Residuals Treatment Technology Evaluation
- Development of planning-level construction phasing requirements
- Establish residuals production projections for 45 mgd of WTP treatment capacity with considerations for expansion to 60 mgd of WTP at the current site
- Coordinate with Solid Waste Utility to determine landfill capacity and criteria for the planning horizon for dewatered residuals disposal
- Identify feasible alternatives (if any) to landfill disposal (i.e. agricultural cover material, transportation applications, etc.)
- Determine allowable footprint and identify site constraints
- Establish automation needs and requirements, maintenance simplification, and other OWNER requested criteria

In conjunction with the "Project Kick-Off" meeting, ENGINEER shall host a "Planning Criteria" meeting with OWNER to assist in developing the objectives and planning criteria of the new Residuals Treatment Facility.

Task 03 – Residuals Treatment Technology Evaluation

ENGINEER shall review, evaluate, and document residuals treatment technologies including the following:

- Sludge Thickening and Conditioning
- Mechanical Dewatering (Belt Press, Plate and Frame Press, Centrifuge, etc.)
- Sludge Conveyance and Pumping
- Dewatered Solids Storage

The general Treatment Technology Evaluation approach shall be as follows:

- Develop a process flow schematic showing key processing steps. Include mass balance data from Task 02
- Identify key equipment that will be evaluated (thickening and dewatering systems). Develop fact sheets/tables on the technologies available. Fact sheets will include advantages and disadvantages
- Develop a summary of what regional and national utilities are doing for thickening and dewatering based on the ENGINEER'S experience
- Coordinate with manufacturers for analyzing sludge samples
- Develop conceptual design criteria, obtain dewatering performance evaluation results and establish budget level planning costs for treatment technologies
- Summarize results in a technical memorandum, present to OWNER, meet to discuss, and develop final recommended treatment technology plan

ENGINEER shall work with OWNER to submit residual samples to up to five (5) dewatering technology manufacturers for dewatering performance evaluation. Technologies shall be evaluated based on dewatering performance, the ability to meet the objectives and planning criteria (from Task 02), and other various criteria such as capital cost, operational cost and maintenance requirements. Performance shall be gaged against dewatering results of lime softening water treatment plant (LSWTP) only sludge, membrane water treatment plant (MWTP) only sludge, and a combined LSWTP and MWTP sludge. ENGINEER shall work with OWNER to recommend and select up to two (2) residuals treatment technologies to be carried forward into concept development. ENGINEER shall host a "Residuals Treatment Technology and

Screening" meeting with OWNER to review findings and affirm technology recommendations from this Task.

Task 04 – Concept Development

Engineering shall develop up to four (4) concepts (new building-technology A, new building-technology B, building renovation-technology A or B, do nothing concept) based on the operating scenarios and residuals volumes (Task 02). ENGINEER shall facilitate a "Concept Development" workshop with the OWNER to discuss potential concepts for the recommended alternatives, including operator recommendations and concerns. Comments received from the OWNER shall be incorporated into each respective concept. Each concept shall include the following key components:

- Block flow diagram of key process components
- Hydraulics and capacity assessment
- Preliminary equipment sizing
- Concept layout with approximate spatial requirements (including mechanical and electrical)
- Planning level construction phasing
- Planning level cost analysis (capital and operating and maintenance (O&M))

Task 05 – Economic Analysis and Recommendations

ENGINEER shall develop total life-cycle cost estimates for the improvement and expansion concepts. It is anticipated that the economic analysis will be based upon planning level cost factors with appropriate contingencies and mark-ups for legal, administration, and engineering services as well as inflation and other cost escalators. ENGINEER shall conduct a "Concept Review and Recommendation" meeting to review the concepts and the life-cycle costs with the OWNER to get input. Once the OWNER has reviewed the concepts, the ENGINEER shall make a recommendation on a preferred concept. ENGINEER shall consider all OWNER comments prior to making a recommendation.

Task 06 – Facility Plan Documentation

ENGINEER shall document findings and recommendations from the Study and Report Phase within a Draft Facility Plan. It is assumed project will be funded through the Drinking Water State Revolving Fund (DWSRF) program. Therefore, the Draft Facility Plan shall include necessary documentation to fulfill requirements of the DWSRF program. ENGINEER shall provide the OWNER with three (3) hard copies and one (1) electronic PDF copy of the Draft Facility Plan.

The OWNER shall review and provide comments on the Draft Facility Plan within 30 days of receipt. The ENGINEER shall incorporate OWNER comments and revisions before finalizing. The ENGINEER shall provide the OWNER with three (3) hard copies and one (1) electronic PDF copy of the Final Facility Plan.

Any Project development or support documents or work beyond the Draft Facility Plan, including presentations to the Utility Committee or City Commission are outside of the Scope of Services for this project. Actual DWSRF application, comment solicitations, etc. are not included with this Scope of Services. A proposed Facility Plan outline is provided on Page 5 of this Scope of Services.

## *Phase 030 – Preliminary Design Phase Services*

***In accordance with Paragraphs A1.02 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2018, ENGINEER shall perform the following additional Preliminary Design Phase services under Water Consulting Task Order No. 9:***

Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Preliminary Design Drawings

ENGINEER shall compile preliminary drawings for the recommended improvement alternative and concept. The preliminary drawings shall be detailed enough to confirm spatial requirements and identify key process components associated with the improvements. Preliminary drawings will include the following disciplines:

- Architectural Rendering
- Civil Drawings
- Process and Large Equipment Drawings
- Electrical One-Line Diagrams
- Instrumentation and Controls (I&C) P&ID Diagrams for Major Process Equipment

ENGINEER shall facilitate a "Preliminary Design" review meeting with the OWNER to review and receive comments on the preliminary drawing set. Comments received from the OWNER at this meeting shall be incorporated into an updated preliminary drawing set. The preliminary drawings will serve as precursor to compiling a detailed preliminary engineering report, final design drawings and specifications as part of a future Task Order, should the OWNER elect to move forward with a project. Development of specifications are not included as part of this Scope of Services.

## ***Draft Facility Plan Report Outline***

1. Introduction and Background
    a. Review of Previous Planning Documents
    b. Others (TBD)
2. Objectives and Planning Criteria
    a. Process Sizing and Residuals Volume
    b. Automation
    c. Operating Scenarios
3. Residuals Treatment Technology Evaluation
    a. Sludge Thickening and Conditioning
    b. Mechanical Dewatering Technologies
        i. Plate and Frame Press
        ii. Belt Press
        iii. Centrifuge
        iv. Others (TBD)
    c. Sludge Conveyance and Pumping
    d. Treatment Technology Recommendations
4. Improvement Concepts and Considerations (including planning level cost estimates)
    a. Option 1 (subsections to be determined later)
    b. Option 2
    c. Option 3
    d. Option 4
5. Economic Analysis and Improvement Recommendations
    a. Life-Cycle Cost Estimates
    b. Project Funding and Financial Scenarios
6. Preliminary Design Considerations
    a. Spatial Design (Citing and Layout)
    b. Process / Civil (Hydraulics)
    c. Electrical
    d. I&C
    e. Structural, Architectural, Building Mechanical, and Support System Considerations
    f. Preliminary Schematics and Drawings (separate document)
7. Conclusions and Recommendations

## ***Key Meetings***

1. Phase 020 – Study and Report Phase Services
    a. Project Kickoff and Planning Criteria Meeting
    b. Residuals Treatment Technology and Screening Meeting
    c. Concept Development Workshop
    d. Concept Review and Recommendation Meeting
2. Phase 030 – Preliminary Design Phase Services
    a. Preliminary Design Review Meeting

THE CITY OF Fargo FAR MORE

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

(21)

June 28, 2018

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

**Subject:** Bid Award for Water Towers 4 & 9 Valve Vault Improvements

Dear Commissioners:

Bid opening for Water Towers 4 & 9 Valve Vault Improvements occurred on June 27, 2018 at 11:30 AM. Bid Award is recommended to PKG Contracting (see attached Cover Letter and Tabulation of Bids). The bid from PKG was the lowest bid under Contract No. 3 – Combined Construction at $222.469.00. The Engineers Estimate is $275,000. This project is a line item in the 2018 budget for the Water Utility. Water Utility staff is recommending bid award to follow the Engineer's recommendation.

Your consideration is greatly appreciated in this matter.

Sincerely,

T. B. Hall

Troy B. Hall
Water Utility Director

C: Bruce Grubb, City Administrator

**SUGGESTED MOTION:**

Approve Bid Award to PKG Contracting for Water Towers 4 & 9 Valve Vault Improvements in the amount of $222.469.00.

www.ae2s.com

June 28, 2018

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

**Re: Water Towers No. 4 & 9 – Valve Vault Improvements**
**Engineer's Bid Review and Award Recommendation**
**Fargo Water Project No. WA1854**

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, June 27, 2018 at the City Auditor's Office and opened immediately in the Lobby of Centennial Hall for the above referenced project. A total of nine (9) different bidders submitted sealed bids. Eight (8) of the submitted bids met all the prescribed requirements and were opened and read aloud, while one (1) was missing the Non-Collusion Affidavit and was not opened. A bid tabulation summarizing the bids received is attached to this letter for your review.

The project was bid as three (3) contracts: Contract No. 1 – General Construction; Contract No. 2 – Electrical Construction; and Contract No. 3 – Combined Construction (General and Electrical). A combined bid should not be accepted unless that bid is lower than the combined total of the lowest, responsible bids for the respective individual contracts. Based on a review of the bids, the apparent low bid is from PKG Contracting, Inc. in the amount of $222,469.00 for Contract No. 3 – Combined Construction. The Engineer's construction estimate for this project is $275,000. The project team recommends award of Contract No. 3 – Combined Construction to PKG Contracting, Inc. in the amount of $222,469.00.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (218) 299-5610.

Respectfully Submitted,

AE2S

Richard A. Wagner, PE
Project Manager

Attachments

Tabulation of Bids
Water Towers No. 4 & 9 - Valve Vault Improvements
Fargo, ND
P00803-2017-010, City Project No. WA1854
Bid Opening 11:30 AM, June 27, 2018

| | Contractor | Non-Collusion Affidavit | Bid Bond | Contractor's License | Bid Form | Contract No. 1 - General Construction | Contract No. 2 - Electrical Construction | Contract No. 3 - Combined Construction |
|---|---|---|---|---|---|---|---|---|
| 1 | PKG Contracting | ✓ | ✓ | ✓ | ✓ | $189,269.00 | NO BID | $222,469.00 |
| 2 | Swanberg Construction | ✓ | ✓ | ✓ | ✓ | $223,000.00 | NO BID | $262,000.00 |
| 3 | Northern Plains Contracting | ✓ | ✓ | ✓ | ✓ | $229,700.00 | NO BID | $272,200.00 |
| 4 | CC Steel | ✓ | ✓ | ✓ | ✓ | $236,400.00 | NO BID | $276,400.00 |
| 5 | John's Refrigeration & Electric | ✓ | ✓ | ✓ | ✓ | NO BID | $37,500.00 | NO BID |
| 6 | JDP Electric | ✓ | ✓ | ✓ | ✓ | NO BID | $38,927.00 | NO BID |
| 7 | Rick Electric | ✓ | ✓ | ✓ | ✓ | NO BID | $64,850.00 | NO BID |
| 8 | Moorhead Electric | ✓ | ✓ | ✓ | ✓ | NO BID | $78,000.00 | NO BID |
| 9 | M&M Contractors | | ✓ | ✓ | | Bid not read because of missing documentation. | | |
| | *Engineer's Estimate* | | | | | | | *$275,000.00* |

Respectfully Submitted by:

Richard A. Wagner, PE

Advanced Engineering and Environmental Services, Inc.
4170 28th Ave S
Fargo, ND 58104
Tel: 701-364-9111
Fax: 701-364-9979

(24)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. DN-18-A1 Type: Utility Relocation

Location: Drain 27 Date of Hearing: 6/25/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Roger Kluck |

The Committee reviewed a communication from Project Engineer, Roger Kluck, regarding the relocation of the existing fiber wire along 63 St, south of 52 Ave S. The estimated cost of necessary is $22,420.48. Funding for this utility relocation will be 74.9% from the Water Utility and 25.1% from Special Assessments.

Troy Hall, the Water Utility Director, has been consulted regarding the cost of the relocations. Staff is recommending approval.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the utility relocation payment of $22,420.48 to CenturyLink and approval of the construction contract.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and authorize the utility relocation for CenturyLink.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Water Utility Funds & Special Assessments

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

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

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
Division Engineer

**Item 2**

CITY OF Fargo

# Memorandum

**To:** PWPEC RJEK, PE, CFM

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

**CC:** Jody Bertrand, Division Engineer;
Tom Knakmuhs, Division Engineer;
Troy Hall Water Utility Director

**Date:** 6/21/18

**Re:** Improvements # DN-18-A1 Drain 27 Improvements and Incidentals
CenturyLink Utility relocation

---

Project DN-18-A1 improves an existing drainage ditch starting at Drain 27 south of 53rd Ave S. The ditch improvements go west thru 63rd St S over to Grayland Addition. The second phase of this project will be bid later this summer to install a pumping station on this improved ditch at Drain 27 for flood control during high water times on the Drain 27. These are the first of several projects that will provide improved drainage control in this developing area and will be coupled with pumped water from the Sheyenne River to provide drinking water for Fargo and the region in times of low flow on the Red River. Project DN-18-A1 includes a box culvert structure thru 63rd St that will require the relocation of private utilities contained in a 30-foot wide utility easement.

The attached agreement is for CenturyLink to relocate their existing fiber wire along 63rd St, south of 52nd Ave S, at the crossing with the new drainage ditch and constructed box culvert.

CenturyLink has provided a proposal to complete this necessary work, which is estimated to be $22,420.48. For your review, the proposal is attached with this memo. We will need to send a check to CenturyLink, along with the agreement once approved.

Funding for this utility relocation will be 74.9% from the Water Utility and 25.1% from Special Assessments. Troy Hall, the Water Utility Director has been consulted on these relocation costs and agrees to proceeding with the relocation work.

**Recommended Motion**
Approve the agreement and payment of $22,420.48 to CenturyLink and authorize the mayor to sign the construction contract for the relocation of the existing fiber wire along 63rd St S.

RK/klo
Attachment

200 North 3rd Street
Fargo, ND 58102

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

CenturyLink™
Stronger Connected™

June 20, 2018

City of Fargo
Roger Kluck

RE: DN-18-A1 NN-18-A1
File #: 59103

Dear Mr. Kluck,

We have received information from the CenturyLink Field Engineer for the Fargo, ND area, Chuck Grummons, indicating that you have requested CenturyLink to relocate cable facilities at on 63rd ST between 53rd Ave S and 55th Ave S in West Fargo, ND. Work will consist placing 2,500 feet of 72-strand fiber, 400 feet of conduit, 2 hand-holes, 2 ground rods, 4 fiber splice trays and a fiber splice closure. Placement will require boring and placing a new hand-hole on each side of the pore as well as installing the fiber from splice to splice. Existing services will be cut to the new facilities and all splicing and testing activities completed. This work falls within the excess construction category which is billable back to the requesting party.

Before we can begin construction, it will be necessary for you to agree to the following terms for the facility relocation. Your cost for this relocation will be $22,420.48 which includes $5,903.21 for material and $16,517.27 for labor.

Specific questions on the actual construction, construction requirements or the construction timeframe will need to be directed to Chuck Grummons at (701) 241-3141.

CenturyLink is not legally authorized to break costs down any further than the labor and material totals that are currently provided. Labor costs include all time for Municipality permitting, construction crews, general contractors and all CenturyLink internal teams involved in designing and turning up the service, which is confidential pursuant to our Contracts. The ability to recover these costs are driven and supported by the North Dakota State Tariffs are located at http://www.centurylink.com/tariffs/nd_qc_ens_c_no_2.pdf, (Section 4).

Please be aware that this quote is valid for 90 days under North Dakota State Tariffs.

If you would like to proceed, please contact me to have a work proposal forwarded to you from the Resource Allocation Group in Littleton, CO.

**PLEASE NOTE the work proposal will need to be signed and returned with a check or signed purchase order document before the work can begin.**

Thank you,

Sue Cotton
CenturyLink – Special Construction
3320 Bemidji Ave N
Bemidji, MN 56601
(O) 218-759-4409
(E) Sue.Cotton@CenturyLink.com

CenturyLink™

06/27/18

City of Fargo
Attn: Roger E Kluck
200 N 3rd ST
Fargo, ND 58102

Re: FARGO, ND

BAN Number N378095

Roger E Kluck,

Please review the attached Special Construction Proposal. If acceptable, return a signed copy and a form of payment for the total charges in the amount of $22,420.48. Please note, your job will not be scheduled until we are in receipt of the above.

Send all documents and payments to:

CenturyLink Asset Accounting - BART
700 W Mineral Ave
Room NM P29.34
Littleton, CO 80120

Documents to include:

- Signed Proposal
- Payment

After we have received the above from you, we will return one fully executed copy for your records. The fully executed Special Construction Proposal will constitute the agreement between you and Centurylink for the Work. NO ADDITIONAL TERMS AND CONDITIONS WILL BE ACCEPTED.

Checks should be made payable to CenturyLink. If you are providing a Purchase Order as a form of payment, please sign, date and return the Purchase Order for the amount of $22,420.48. Please note that any terms and conditions set forth on a Purchase Order will not become part of the agreement for the Work, which is governed solely by the Special Construction Proposal. If you are interested in an electronic payment option, Electronic Funds Transfer (EFT) is available and instructions will be provided to you upon request. CenturyLink is unable to accept credit card payments for Special Construction projects.

Any questions regarding the scheduling of the work to be performed or decisions to cancel the work, please contact CenturyLink representative, Sue Cotton at +12187594409.

Asset Accounting Operations
Email: sconstr@CenturyLink.com
720-578-8671
303-707-9971 fax

enclosures

CenturyLink™

Contract No No
Job Authorization No: N378095
CTL Affiliate: Qwest Corporation

# *Special Construction Proposal*

Date: 06/27/18

| Billing Address: | Work Location: |
|---|---|
| Customer: City of Fargo | Along 63rd ST S |
| Attention: Roger E Kluck | County CASS |
| 200 N 3rd ST | FARGO, ND |
| Fargo, ND 58102 | |

**This Special Construction Proposal ("Proposal") is governed by the terms and conditions set forth herein as well as any applicable state or federal tariffs and/or rates and services schedules on file with the applicable regulatory authorities. Description and/or specifications of work, along with the bill amount, of work to be performed by an operating affiliate of CenturyLink, Inc. ("CenturyLink") under this Proposal ("Work") is as follows:**

Relocate cable facilities along 63rd ST between 53rd Ave S and 55th Ave S in West Fargo, ND. Work will consist of placing 2,500 feet of 72-strand fiber, 400 feet of conduit, 2 hand-holes, 2 ground rods, 4 fiber splice trays and a fiber splice closure. Placement will require boring and placing a new hand-hole on each side of the pore as well as installing the fiber from splice to splice. Existing services will be cut to the new facilities and all splicing and testing activities completed.

**Advance Payment (required before work begins):** $22,420.48

**Total Charges: Twenty-Two Thousand Four Hundred Twenty Dollars and 48/100**

**This Proposal may be withdrawn by CenturyLink if not accepted by the Customer within 30 days. Upon execution by both parties, this Proposal and the terms and conditions of any applicable tariffs and/or rates and services schedules on file with the applicable regulatory authorities shall constitute a binding agreement upon the parties. In no event will the terms and conditions of another document, including but not limited to a purchase order, be construed to in any way govern the Work or otherwise bind the parties to this Proposal. The parties acknowledge and agree that the terms and conditions set forth in this Proposal and the applicable tariffs and/or applicable rates and services schedules shall be the only controlling terms and conditions binding the parties for the Work and that commencement of Work by CenturyLink is conditioned upon agreement in writing to these terms.**

**For the Work performed hereunder, Customer will be responsible for the above charges only, unless (i) the above-stated amount is expressed as an estimate; (ii) otherwise stated above; or (iii) a change order is signed by both parties. All charges shall be paid prior to commencement of the** Work ("Advance Payment") unless an alternative payment method is set forth above. **All past due undisputed accounts will be assessed a late fee at 14% APR. Where applicable, and notwithstanding the foregoing, Customer shall also be responsible for foreign, federal, state and local taxes assessed in connection with the Work, including, without limitation, all use, sales, value added, surcharges, excise, franchises, commercial, gross receipts, license, privilege or other similar charges, whether charged to or against CenturyLink or Customer, but excluding any taxes based on** CenturyLink's net income.

***Note If applicable, the Work proposed here is separate from any work that may be performed pursuant to any other order or agreement, including but not limited to a Pre-Service Request for cell site provisioning.**

**For Governmental Customers only, CenturyLink will submit an invoice of charges upon completion of the Work, payable within forty five (45) days of receipt. Past due undisputed amounts will be assessed a late fee of 14% APR or such lesser amount if required under applicable state and/or federal law.**

| CenturyLink | Customer |
|---|---|
| Authorized Signature: | Authorized Signature: |
| Name Printed/Typed: | Name Printed/Typed: Timothy J. Mahoney |
| Title: | Title: Mayor |
| Date: | Date: |

25

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-H1

Type: Change Order #1 & Time Extension

Location: 53 Ave S, 52 Ave S to 63 St S

Date of Hearing: 6/25/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Scott Olson |

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #1 & time extension requested by Border States Paving. A 1-month time extension has been requested due to road restrictions and additional items being added to the project. It was also discovered that an Xcel gas line will need to be relocated to accommodate a portion of the storm sewer.

Staff is recommending approval of change order #1, in the amount of $21,000.00, and a 30-day time extension as shown below:

| Original Contract | Revised This Memo |
|---|---|
| 6/30/2018 Substantial Completion | 7/30/2018 Substantial Completion |
| 7/30/2018 Final Completion | 8/29/2018 Final Completion |

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 & time extension as shown above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $21,000.00, bringing the total contract amount to $933,477.70 and the time extension to the substantial and final completion dates.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

**Item A2**

CITY OF Fargo

# Memorandum

**To:** Members of PWPEC

**From:** Scott Olson, Project Engineer

**Date:** June 13, 2018

**Re:** Improvement District #BN-16-H1 – Change Order #1 & Time Extension Request

---

Background:

Improvement District BN-16-H1 consists of improving 53rd Ave S by installing asphalt pavement, storm sewer, concrete curb & gutter, street lighting and sidewalk between 52nd Ave S and 63rd St S in South Fargo.

Border States Paving (Border States) is the prime contractor for this Improvement District.

On May 10, 2018, Border States requested a 1-month extension due to the following:

- Delay in road restrictions lifting;
- Additional Items added to the project.
    - Seeding and mulching of the boulevard and disturbed areas;
    - Remove and re-set an additional nine (9) private mailboxes;
    - Modification to an existing inlet to manage drainage in the ditch along 63rd St S north of the project;
    - Remove, store and replant trees located within city ROW at 5908 53rd Ave S.

The cost to add these additional items is approximately $21,000.

Along with these requests, it was discovered in the field that an Xcel gas line will need to be relocated to accommodate a portion of the storm sewer. When we originally calculated the substantial completion date in the fall of 2017, we anticipated that the Contractor would be able to start work on April 15, 2018. Due to weather and ground conditions, the Contractor was not able to start until May 14, 2018. Because of this unanticipated delay, the added work, and the gas line relocation, we are recommending an additional 30 days be added to the substantial and final completion dates.

| Original Contract | Revised This Memo |
|---|---|
| 6/30/2018 Substantial Completion | 7/30/2018 Substantial Completion |
| 7/30/2018 Final Completion | 8/29/2018 Final Completion |

**Recommended Motion:**

Approve the described 30 day time extension request to adjust the substantial completion date to July 30, 2018 and the final completion date to August 29, 2018 and additional work items increasing the contract amount to $933,477.70.

Attachment
SEO

C: Thomas Knakmuhs
Brenda Derrig

THE CITY OF Fargo FAR MORE

# CITY OF FARGO
# ENGINEERING DEPARTMENT
# CHANGE ORDER REPORT

| | | | |
|---|---|---|---|
| **Improvement District No** | BN-16-H1 | **Change Order No** | 1 |
| **Project Name** | Storm Sewer, Asphalt Paving, Concrete C & G, Street Lighting, Sidewalk & Incidentals | | |
| **Date Entered** | 5/24/2018 | **For** | Border States Paving Inc |

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

**EXPLANATION OF CHANGE:** Time Extension Request and added items.

Improvement District BN-16-H1 consists of improving 53rd Ave South by installing asphalt pavement, storm sewer, concrete curb & gutter, street lighting and sidewalk between 52nd Ave South and 63rd St South in South Fargo.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Miscellaneous | 3 | Remove Mailbox | EA | 1.00 | 0.00 | 1.00 | 9.00 | 10.00 | 500.00 | 4,500.00 |
| | 55 | Seeding Type B | SY | 0.00 | 0.00 | 0.00 | 11,000.00 | 11,000.00 | 0.50 | 5,500.00 |
| | 56 | Mulching Type 1 - Hydro | SY | 0.00 | 0.00 | 0.00 | 11,000.00 | 11,000.00 | 0.50 | 5,500.00 |
| | | | | | | | | | **Miscellaneous Sub Total ($)** | 15,500.00 |
| Extra Work | 57 | Extra - StormSewers | LS | 0.00 | 0.00 | 0.00 | 1.00 | 1.00 | 2,500.00 | 2,500.00 |
| | 58 | Extra - Landscaping/Trees | LS | 0.00 | 0.00 | 0.00 | 1.00 | 1.00 | 3,000.00 | 3,000.00 |
| | | | | | | | | | **Extra Work Sub Total ($)** | 5,500.00 |

## Summary

| | |
|---|---|
| **Source Of Funding** | Special Assessments |
| **Net Amount Change Order # 1 ($)** | 21,000.00 |
| **Previous Change Orders ($)** | 0.00 |
| **Original Contract Amount ($)** | 912,477.70 |
| **Total Contract Amount ($)** | 933,477.70 |

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

**CONTRACT TIME**

| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|---|---|---|---|---|---|

THE CITY OF Fargo FAR MORE

# CITY OF FARGO
# ENGINEERING DEPARTMENT
# CHANGE ORDER REPORT

| 06/30/2018 | 07/30/2018 | 30.00 | 30.00 | 07/30/2018 | 06/29/2018 |
|---|---|---|---|---|---|
| **Description** | On May 10, 2018 BorderStates requested a 1-month extension due to the following:<br><br>• Delay in road restrictions lifting<br>• Additional items added to the project<br><br>Along with these requests, it was discovered in the field that an Xcel gas line will need to be relocated to accommodate a portion of the storm sewer. When we originally calculated the Substantial Completion date in the fall of 2017, we anticipated that the Contractor would be able to start work on April 15, 2018. Due to weather and ground conditions, the Contractor was not able to start until May 14, 2018. | | | | |

| | | | |
|---|---|---|---|
| **APPROVED** | | **APPROVED DATE** | |
| For Contractor | | Department Head | 6/27/18 |
| Title PROJECT ENGINEER | | Mayor | |
| | | Attest | |

26

# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-L1

Type: Infrastructure Request

Location: Urban Plains by Brandt Third Addition

Date of Hearing: 5/14/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Tom Knakmuhs |

The Committee reviewed a communication from Project Manager, Tom Knakmuhs, regarding an infrastructure request for Urban Plains by Brandt Third Addition.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and Letter of Credit.

Staff is recommending approval of the infrastructure request to be designed and bid in house contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

RECOMMENDED MOTION
Approve the request for infrastructure contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct Engineering to coordinate design with the Developer's Consultant.

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

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

COMMITTEE

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

Item 1

THE CITY OF Fargo FAR MORE

# Memorandum

To: PWPEC

From: Tom Knakmuhs, Division Engineer TK

Date: 5/10/2018

Re: Utility and Paving Infrastructure Request for Urban Plains by Brandt Third Addition

Background:

Attached you will find a request from Ace Brandt requesting infrastructure for 28th Ave S in Urban Plains by Brandt Third Addition.

The Developer intends to hire a Consultant to design the necessary infrastructure for 28th Ave S. The City of Fargo will bid and inspect (either through the MSA or utilizing City staff) the project. The Developer requested substantial completion of the project by October 19, 2018, assuming 2.5 months of construction and an August 1, 2018 start. In order to start by August 1, the construction contract will need to be approved at the July 30 Commission meeting. In order to meet this timeline, the Developer's Consultant will need to have final plans and documents to the City no later than June 8, 2018. This is an aggressive timeline for plan development, but achievable if the Developer's Consultant submits the necessary documents in a timely manner and in conformance with City of Fargo Standards. Engineering will coordinate and work deliberately with the Consultant to achieve this timeline.

We have reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The remaining item is as follows:

- The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and letter of credit.

**Recommended Motion:**

Approve the request for infrastructure contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct Engineering to coordinate design with the Developer's Consultant.

200 North 3rd Street
Fargo, ND 58102

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

April 25, 2018

Public Works Project Evaluation Committee
City of Fargo North Dakota
City of Fargo
200 3rd Street North
Fargo, ND 58102

**Subject: Infrastructure Improvement Request**
**28th Ave S, Urban Plains By Brandt Third Addition**
**Fargo, ND**

To the Public Works Project Evaluation Committee of the City of Fargo, North Dakota.

Urban Plains Land Company, LLC which owns the proposed Urban Plains By Brandt Third Addition requests that the Board of City Commissioners to take such action as may be required by law to construct 28th Avenue South as shown on the Urban Plains By Brandt Third Addition plat.

Urban Plains Land Company, LLC intends to privately design 28th Avenue south from Veterans Boulevard south to 55th Street south, including storm sewer, sanitary sewer, and water main. Urban Plains Land Company, LLC requests that the City of Fargo bid and assess the project and provide construction administration and staking in the normal course of the project per a developer's agreement to be completed. Urban Plains Land Company, LLC requests that the City project be completed in 2018.

The Urban Plains By Brandt Third Addition has received approval by the City of Fargo Planning commission and was approved on the April 23, 2018 City Commission Agenda. With the completion date for the project this year we request that the City begin the completion of the developer's agreement, creation of the improvement district for the project, review of the infrastructure plans, and other necessary actions to bid the project with a substantial completion date of October 19th, 2018.

Based on a substantial completion date of October 19th, 2018 and an estimated construction time frame of approximately 2.5 months construction for the project work would need to begin August 1st, 2018. Working backward from the start date of the project a call for Bids on the project of July 2rd, and award of the project at the July 30th City Commission meeting would be required. While this schedule is possible to ensure that the October 19th substantial completion date due to the limited time from the June 5th Planning Commission Meeting to award of the award of the project at the July 30st City Commission meeting we request that the City begin the process prior to the final recording of the plat.

Sincerely,

Urban Plains Land Company, LLC

Ace Brandt, President

H:\Fargo\JBN\7400\7489\7489_0040\Deliverables\Urban Plains Infrastructure Request.docx

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE** (27)

Improvement District No. TR-17-B1 Type: Change Order #2 & Time Extension

Location: City Wide Date of Hearing: 6/25/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Jake Rick |

The Committee reviewed the accompanying correspondence from Project Manager, Jake Rick, regarding Change Order #2 & time extension requested by Ernst Trenching.

During design of this project, the Sign and Signal shop was going to remain as a central hub for communication for Traffic and IS Departments. Now it has been determined that the new City Hall will house the equipment. This change order is for the costs associated with this change. This work will require a time extension due to the 4-5 week lead-time and the amount of extra splicing and testing that will be required.

Staff is recommending approval of change order #2, in the amount of $54,454, and the time extension as shown below:

| Original Completion Date | New Completion Date |
|---|---|
| 6/1/2018 | 8/30/2018 |

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #2 & time extension as shown above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $54,454, bringing the total contract amount to $368,464 and the time extension.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax & 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 | ☑ | ☑ | ☐ | |
| Steve Dirksen, Fire Chief | ☑ | ☑ | ☐ | |
| Bruce Grubb, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Steve Sprague, City Auditor | ☑ | ☑ | ☐ | |
| City Engineer | ☑ | ☑ | ☐ | Brenda Derrig |
| Kent Costin, Finance Director | ☐ | ☐ | ☐ | |

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

# Memorandum

To: PWPEC

From: Jake Rick, Tech Supervisor, Traffic Engineering

Cc: Jeremy Gorden, Division Engineer

Date: 6/25/2018

Re: Improvement District TR-17-B1 – Change Order #2

**Background:**

Project #TR-17-B1 is aimed to improve the citywide fiber optic communications network by filling in two gaps; a short gap on 13th Ave S between 10th St S and University Dr, and longer gap on 12th Ave N from 35th St N to 45th St N then to Public Safety building. This project will also include 60 fiber/Ethernet switches that will used with the existing traffic controller cabinets to improve communications.

With this change order, we would installing and splicing a fiber new cable to connect the new City Hall to the existing Sign and Signal shop(splicing in vault in right-of-way). During design of this project, the Sign and Signal shop was going to remain as a central hub for communication for Traffic and IS Department(s). Now with the Old Sign and Signal shop becoming a needle exchange, and being completely removed in the upcoming years, the equipment will need to be moved. By doing this change order we will be able to remove the fiber networking equipment from the Old Sign and Signal building, and be able to bring that equipment into the new City Hall.

This work will require a time extension, do to the materials having a 4-5 week lead-time, and the amount of extra splicing and testing that has been added.

**Recommended Motion:**

Approve change order #2 with time extension as shown:

| Current Contract Amount | Change Order #2 | New Contract Amount |
|---|---|---|
| $314,010.00 | $54,454.00 | $368,464.00 |
| **Original Completion Date** | **New Completion Date** | |
| 06/01/2018 | 08/30/2018 | |

Attached:

Proposal from Ernst Trenching

Signed Change Order #2

200 North 3rd Street
Fargo, ND 58102

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

THE CITY OF Fargo FAR MORE

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

| | | | |
|---|---|---|---|
| **Project No** | TR-17-B1 | **Change Order No** | 2 |
| **Project Name** | Fiber Optic Cable Installation & Incidentals | | |
| **Date Entered** | 6/25/2018 | **For** | Ernst Trenching, Inc. |

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

**EXPLANATION OF CHANGE:** Connecting Fiber from New City Hall to Old Sign & Signal

With this change order, we would installing and splicing a fiber new cable to connect the new City Hall to the existing Sign and Signal shop(splicing in vault in right-of-way). During design of this project, the Sign and Signal shop was going to remain as a central hub for communication for Traffic and IS Department(s). Now with the Old Sign and Signal shop becoming a needle exchange, and being removed in the upcoming years, the equipment will need to be removed. By doing this change order we will be able to remove the fiber networking equipment from the Old Sign and Signal building, and be able to bring that equipment into the new City Hall.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Traffic Signals | 7 | Extra - TrafficControl/Signals | LS | 0.00 | 0.00 | 0.00 | 1.00 | 1.00 | 54,454.00 | 54,454.00 |
| | | | | | | | | **Traffic Signals Sub Total ($)** | | 54,454.00 |

## Summary

| | |
|---|---|
| **Source Of Funding** | Sales Tax Funds - Infrastructure - 420, Traffic Engineering Funds - 101 |
| **Net Amount Change Order # 2 ($)** | 54,454.00 |
| **Previous Change Orders ($)** | 51,600.00 |
| **Original Contract Amount ($)** | 262,410.00 |
| **Total Contract Amount ($)** | 368,464.00 |

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

**CONTRACT TIME**

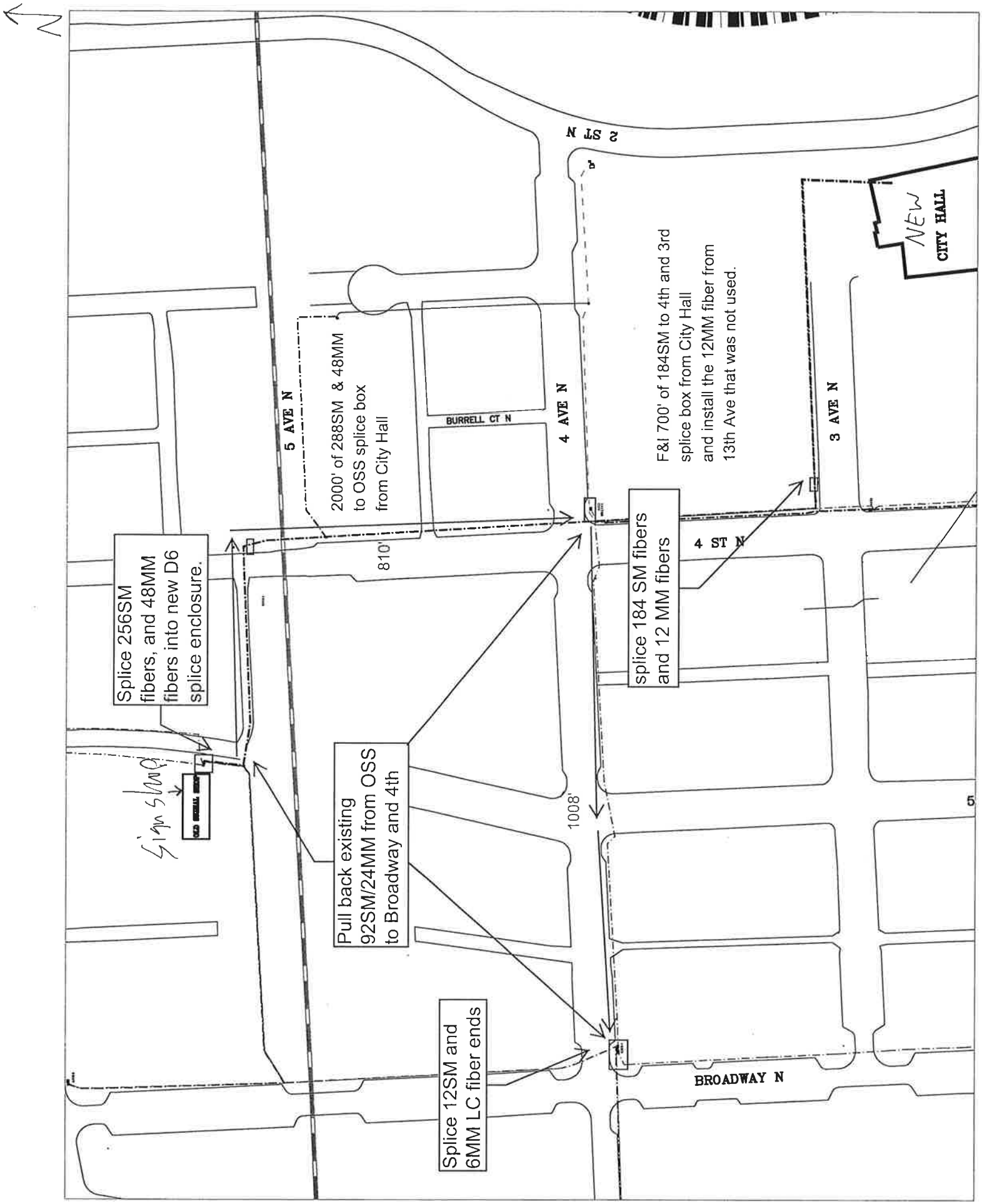
| Current Substantial Completion Date | Current Final Completion Date | Additional Days Substantial Completion | Additional Days Final Completion | New Substantial Completion Date | New Final Completion Date |
|---|---|---|---|---|---|
| 06/01/2018 | | 90.00 | 90.00 | 08/30/2018 | |

**Description** This work will require a time extension do to the materials having a 4-5 week lead-time, and the amount of extra splicing and testing that has been added.

THE CITY OF Fargo FAR MORE

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

| | | | |
|---|---|---|---|
| **APPROVED** | | **APPROVED DATE** | |
| For Contractor | 6-25-18 | Department Head | |
| Title | Ernst Trenching, Inc<br>Project Manager | Mayor | 6/27/18 |
| | | Attest | |


N
2 ST N
NEW
CITY HALL
5 AVE N
4 AVE N
3 AVE N
BURRELL CT N
4 ST N
BROADWAY N
2000' of 288SM & 48MM
to OSS splice box
from City Hall
F&I 700' of 184SM to 4th and 3rd
splice box from City Hall
and install the 12MM fiber from
13th Ave that was not used.
810'
1008'
Splice 256SM
fibers, and 48MM
fibers into new D6
splice enclosure.
splice 184 SM fibers
and 12 MM fibers
Pull back existing
92SM/24MM from OSS
to Broadway and 4th
Splice 12SM and
6MM LC fiber ends

COVER SHEET
CITY OF FARGO PROJECTS

28

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

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

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb and Gutter, Asphalt Pavement, Lighting and Incidentals

Improvement District No. BN-18-L

| | | |
|---|---|---|
| Call For Bids | July 2 | , 2018 |
| Advertise Dates | July 9 & 16 | , 2018 |
| Bid Opening Date | July 25 | , 2018 |
| Substantial Completion Date | November 2 | , 2018 |
| Completion Date | May 31 | , 2019 |

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Brandt Holdings, LLC.)

Project Engineer Consultant: Brian T. Pattengale Project Engineer: Aaron Edgar

Phone No. (701) 237-5065 (701) 476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity (Land owner has waived right of protest)

X Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-L1 — Type: Infrastructure Request

Location: Urban Plains by Brandt Third Addition — Date of Hearing: 5/14/2018

| Routing | Date |
|---|---|
| City Commission | 7/2/2018 |
| PWPEC File | X |
| Project File | Tom Knakmuhs |

The Committee reviewed a communication from Project Manager, Tom Knakmuhs, regarding an infrastructure request for Urban Plains by Brandt Third Addition.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and Letter of Credit.

Staff is recommending approval of the infrastructure request to be designed and bid in house contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

RECOMMENDED MOTION

Approve the request for infrastructure contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct Engineering to coordinate design with the Developer's Consultant.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

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

Brenda E. Derrig, P.E.
Division Engineer

ATTEST:

C: Kristi Olson

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB AND GUTTER, ASPHALT PAVEMENT, LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-L

**Nature & Scope**

This project is for the new construction of underground utilities, asphalt pavement, and street lighting for 28th Ave S, west of 55th St S and east of Veterans Blvd.

**Purpose**

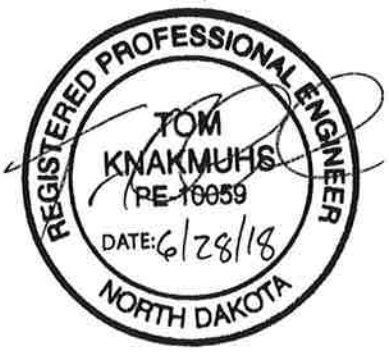
This purpose of this project is to provide public access and municipal utilities to the Urban Plains by Brandt 3rd Addition.

**Feasibility**

The estimated cost of construction is $656,000.00. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

| Special Assessed | | |
|---|---|---|
| Estimated Construction Cost: | $ | 656,000.00 |
| Engineering (7%): | $ | 45,920.00 |
| Administrative (6%): | $ | 39,360.00 |
| Legal & Misc. (3%): | $ | 19,680.00 |
| Interest (4%): | $ | 26,240.00 |
| Total Anticipated Project Cost: | $ | 787,200.00 |

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB AND GUTTER, ASPHALT PAVEMENT, LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-L

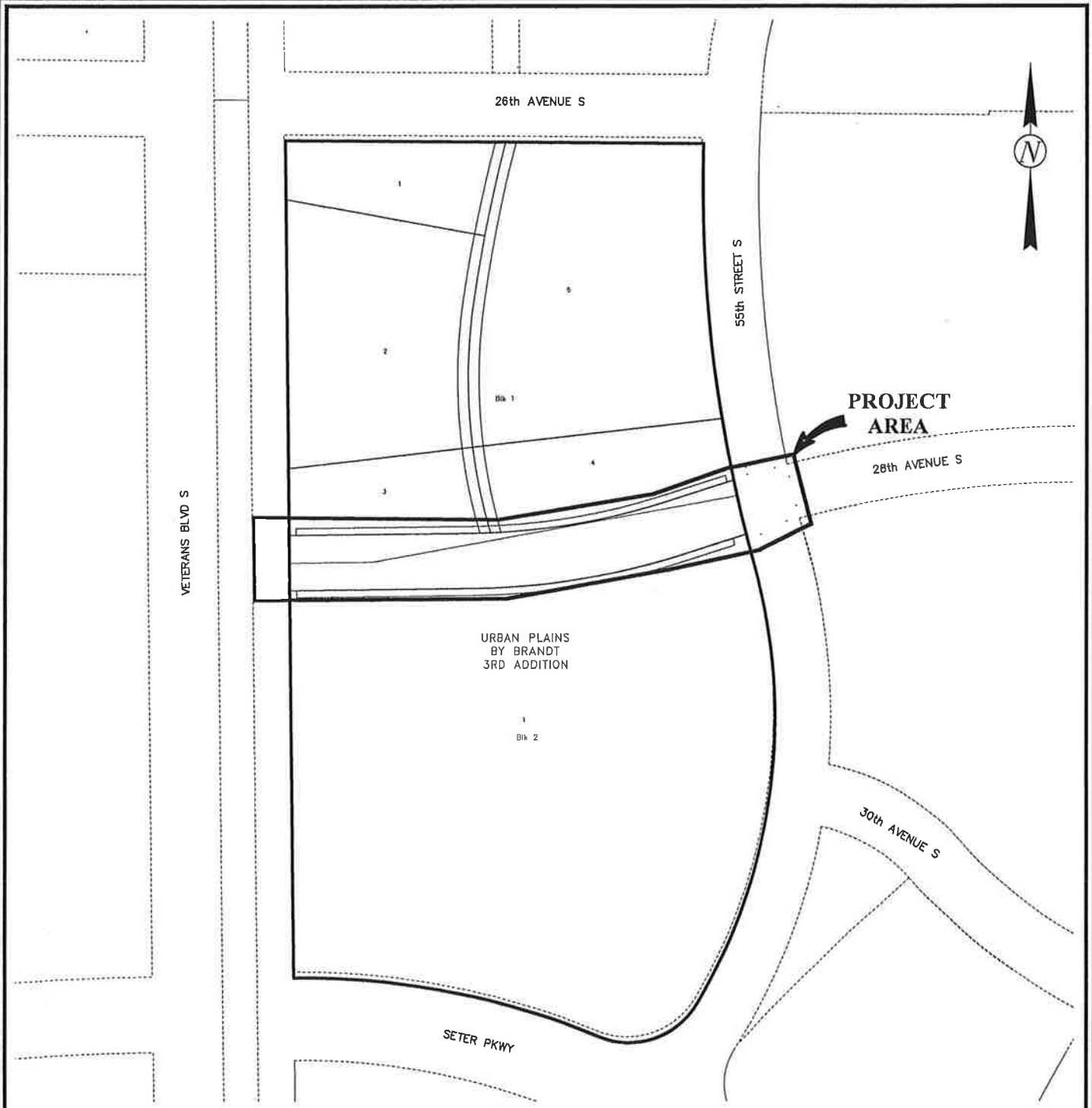
LOCATION

28th Ave S, west of 55th St S and east of Veterans Blvd.

Comprising

Lots 1 through 5, Block 1.
Lot 1, Block 2.

All platted within Urban Plains by Brandt Third Addition.




CITY OF FARGO
ENGINEERING DEPARTMENT

PROJECT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB AND GUTTER, ASPHALT PAVEMENT, LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-L1