FARGO CITY COMMISSION AGENDA
Monday, June 18, 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 4, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
   a. 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.
   b. 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.

2. 2nd reading and final adoption of the following Ordinances; 1st reading, 6/4/18:
   a. Amending Sections 25-3001, 25-3002 and 25-3006, and Repealing Sections 25-3003 and 25-3004 of Article 25-30 of Chapter 25 of the Fargo Municipal Code Relating to Alarm Systems.
   b. Rezoning a Certain Parcel of Land Lying in Valley View 4th Addition.
   c. Rezoning Certain Parcels of Land Lying in Ohmer's Addition.
   d. Repealing and Re-Establishing a Conditional Overlay District on Certain Parcels of Land Lying in Simonson First Addition.

3. Appointment of William Wischer as a City Prosecutor and as an Assistant City Attorney.

4. Receive and file General Fund – Budget to Actual through May 31, 2018 (unaudited).

5. Renewal of Alcoholic Beverage Licenses and Live Entertainment Licenses until June 30, 2019, contingent on all essential requirements for renewal being met by June 30, 2018.

6. Site Authorization for Sts. Anne & Joachim Catholic Church at Sts. Anne & Joachim Catholic Church.

7. Applications for Games of Chance:
   a. FM AM Rotary Club for a sports pool from 9/10/18 to 2/3/19.
   b. Fargo Moorhead Derby Girls for a raffle on 7/14/18.
   c. Jefferson School for a raffle on 6/28/18.

d. El Zagal Shriner – Provost Guard for a raffle on 9/6/18.
e. Fargo North H.S. for a calendar raffle from 8/23/18 to 5/25/18.
f. Fargo North H.S. for a calendar raffle from 8/23/18 to 5/25/18.
g. Steve Weidner FM Junior Tour for a calendar raffle from 7/1/18 to 6/30/19.
h. Villa Nazareth dba CHI Friendship for a raffle on 11/2/18.

8. Purchase of Service Agreements with Mapleton School District and Northern Cass School District for nursing services for the 2018-2019 school years.

9. Financial Award from the ND Department of Commerce for an Emergency Solutions Grant to support housing relocation/stabilization at the Gladys Ray Homeless Shelter (CFDA #14.231).

10. Three-year contract with Great Plains Fire Equipment for structural firefighting turnout gear (RFP18162).

11. Library Board President Rachael Steenholdt as the designated representative of the City's governing body on the Library Board and future Library Board President's as the designated representatives of the City's governing body.

12. Change Orders for the City Hall Project:
    a. No. 15 for an increase of $491.00 for the mechanical construction contract.
    b. No. 14 for an increase of $47,753.43 for the electrical construction contract.
    c. No. 15 for an increase of $2,299.98 for the electrical construction contract.

13. Adopt Resolutions Approving the following Plats:
    a. Timber Parkway 3rd Addition.
    b. Maple Valley Fourth Addition.

14. State Historical Society CLG (Certified Local Government) Agreement for National Park Service's Historic Preservation Grant Funds 2018.

15. 90-Minute Parking Time Zone on the west side of 3rd Street North between NP Avenue and Machinery Row Avenue.

16. Solid Waste Management Agreement for Private Haulers in the City of Fargo with Pioneer Roll-Offs effective June 19, 2018.

17. Transit Department to apply for the grants as presented.

18. Contract Amendment No. 5 with Houston Engineering, Inc. in the amount of $292,200.00 for Project No. FM-14-13.

19. Reallocation of Storm Sewer Capital Funds for up-coming lift station repair projects and direct Engineering to solicit Consultants through the use of the MSA.

20. Revision of the 2018 Capital Improvement Plan to include Project No. SN-18-C1 and Task Order No. 15 with Houston Engineering, Inc.

21. Bid advertisement for Project No. SN-18-C.

22. Contract and bond for Project No. FM-15-K1.

23. Bills.

24. Access Easement (Bike Trail) with Cass Rural Water Users District in association with Improvement District No. FM-17-C1.

25. License Agreement and Contract and Grant of Easement with the United States of America, Department of Energy, Western Area Power Administration in association with Improvement District No. FM-17-C1.

26. Request from Master Construction Company, Inc. to complete work on Sundays and after hours for Improvement District No. BN-17-A1.

27. Request from Master Construction Company, Inc. to complete work on Sundays and after hours for Improvement District No. BR-18-C1.

28. Creation of Improvement District No. BN-18-F and use of the MSA for design contingent upon the Developer Agreement for reimbursement.

29. Infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit (Improvement District No. BN-18-K1).

30. Create Improvement District Nos. BN-18-F and BN-18-K.

31. Contract and bond for Improvement District No. NR-18-A1.

REGULAR AGENDA:

32. 2nd reading and final adoption of an Ordinance Amending Section 25-1506, 25-1507, 25-1508 and 25-1509.1, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.

33. Public Hearings - 5:15 pm:

a. Amendment to the 2017 Action Plan for Housing and Community Development to reflect a change in scope and location of the Fraser Ltd. project at 2726 18th Street South.

b. Annexation of property located in the Southeast Quarter in Section 11, Township 138 North, Range 49 West containing 35.22 acres more or less.
   1. 1st reading of annexation Ordinance.

c. Madelyn's Meadows Addition (7269 25th Street South); approval recommended by the Planning Commission on 5/1/18:
   1. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a C-O, Conditional Overlay.
   2. 1st reading of rezoning Ordinance.
   3. Plat of Madelyn's Meadows Addition.

d. 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 and 5/21/18 Regular Meetings.

e. 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:
   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.

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.

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, GRANT LARSON

DATE: JUNE 14, 2018

RE: FOOD TRUCK PILOT PROGRAM FOR SUMMER OF 2018 ORDINANCE AMENDMENT

On June 4th the City Commission approved a request to proceed with implementing a summer 2018 food truck pilot program between July 14 – October 27, 2018. We have worked with the City Attorney to draft an ordinance amendment to allow for this temporary program. Also included in the packet is the draft policy, location map, and waiver form to use for administration of this program.

At the end of the pilot program, staff will provide an analysis of our findings for more permanent policies and operations to consider in 2019.

Recommended Motion: "Move to waive the requirement of receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of AN ORDINANCE AMENDING SECTIONS 18-0304, 18-0308 AND ENACTING SECTION 18-0318 OF ARTICLE 18-03 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING TO USE AND CARE OF STREETS AND SIDEWALKS."

EQUAL HOUSING OPPORTUNITY

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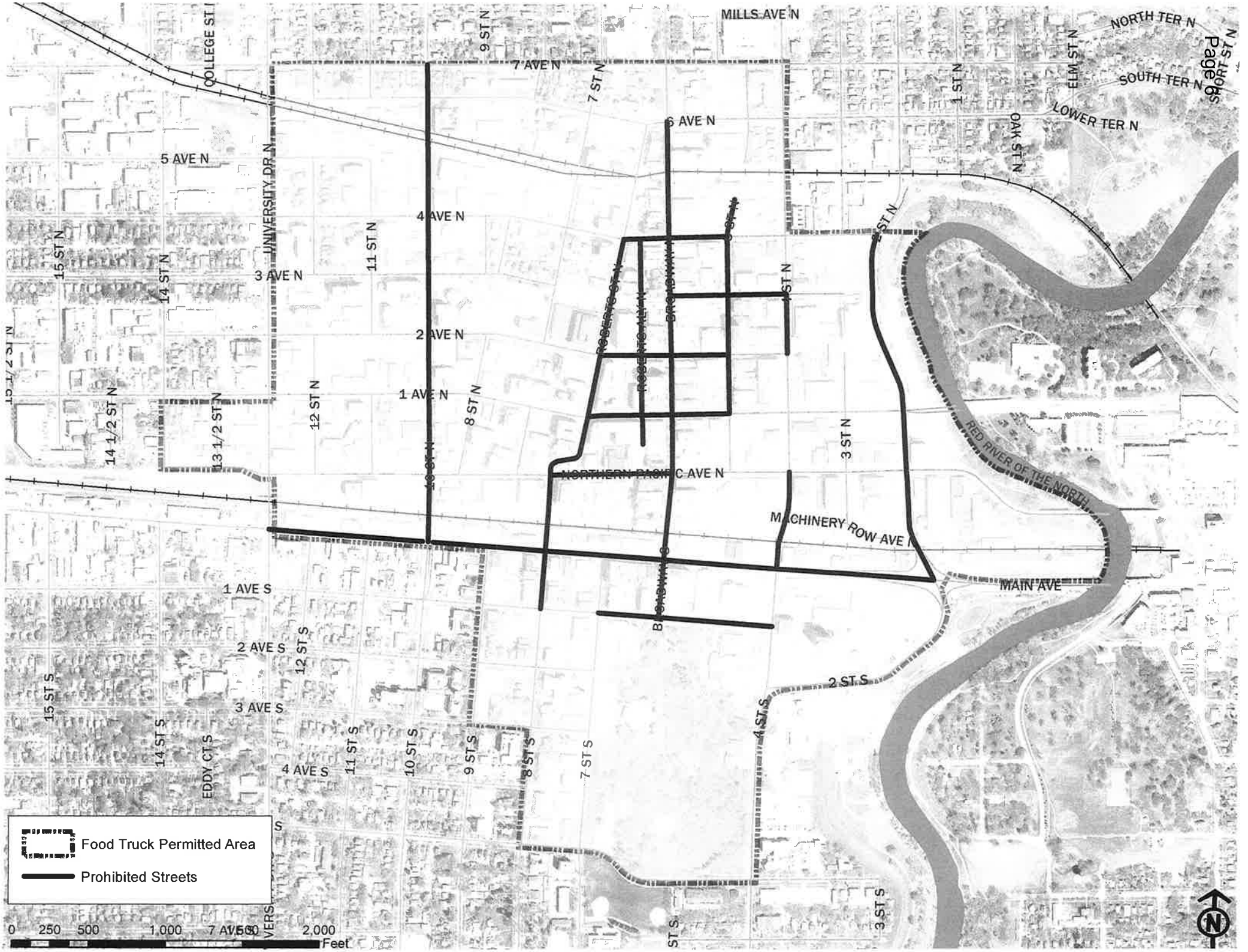
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CITY OF Fargo

2018 Mobile Food Unit
Pilot Program Permission Waiver
"Mobile Food Unit Name"

The establishment or entity, listed above, has met Fargo Cass Public Health Mobile Food Unit licensure requirements and also been issued a copy of the Mobile Food Truck Pilot Test Program guidance.

In consideration for being allowed to participate in the Food Truck Pilot Test Program, I acknowledge I have reviewed the program guidance and agree to obey all of its parameters as well as city ordinances.

I furthermore understand my permission to operate in the Food Truck Pilot Test Program may be revoked if I violate any of the program parameters and/or city ordinances.

Printed Name	Signature	Date

Food Truck Pilot Test Proposal

Background and Request:

Based on community input during Downtown InFocus and vendors in our community, including a food truck alliance, there is a proposal to engage in a pilot test for summer of 2018. This pilot would allow for the for the ability to vend in the Rights-of-Way, which is currently prohibited. Many city departments provide oversight to regulations that could be referenced in this initiative, and as such there have been numerous meetings among staff and our City Attorney's office to review constraints. So that the 2018 summer season is not missed, staff is suggesting a pilot test to learn more details on what are actual nuisances versus perceived as well as obtain data regarding number of vendors, locations, hours of operation, public costs, and city costs to include employee time.

History and Analysis:

Currently sections in Article of 18-03 restrict vending in the ROW. Planning staff has spent several months researching other cities' ordinances and the provisions related to allowing food trucks on public streets. However, it was soon discovered there wasn't a common trend or recommendations we could collectively answer. Many cities suggested creating a trial period and trial policies. This lead us to facilitating multiple conversations with city staff members and to coordinate with the city attorney's office to develop policies and ordinances. While the city staff are close to developing an overall policy and ordinance recommendation, we decided it would be best to put these policies on a trial period in order to learn what potential costs and nuisances this could create for the public.

Who is involved:

The following departments have had representatives in this discussion: Fire, Police, Engineering, Public Works, Auditors, Health and Planning. In addition, we've reached out to the Downtown Community Partnership. Nuisances that could occur with food trucks in ROW include:

- Pedestrian safety – Police and Engineering
- Grease and debris – Public Works, DCP, Parking
- Lack of knowledge on who is where – Health, Police, Auditors
- Noise – Police, DNA
- Food safety - Health
- Blocking traffic and visibility - Engineering
- Extended stay in downtown parking spots – Police, Parking
- Market impacts- DCP, Planning

Who is eligible for the pilot program:

- A health licensed mobile food unit that is self-contained, can be moved without disassembly, has the ability to serve food items from within the unit, and has signed the 2018 pilot program waiver.

Pilot program parameters:

- Approved food vendors will only be allowed to operate during the pilot program in the designated areas on the map prepared for the program.
- A copy of the Health Dept. Mobile Food Unit license as well as a signed copy of the 2018 Pilot Program waiver must be available upon request.
- The pilot program map includes the central business district with the exception of the prohibited streets highlighted in red.
- The 2018 pilot season will run from July 14- October 27, 2018.
- The hours of operation will be unlimited pending parking restrictions.

Procedures for the pilot program:

There are many ordinances currently in the municipal code that are eligible for enforcement of nuisances listed above. In lieu of a new type of permit, we are proposing the Health Department utilizes their Mobile Food Unit licensing process to capture vendor contact information for the pilot program. For the 2018 pilot program, we propose mobile vendors acknowledge the receipt of an information packet and the limitations to location as proposed by the map by signing a waiver. r to operate via signature during the health licensing process.

Governing body:

The 2018 pilot program or any license in conflict with the proposed policies can be revoked by the City of Fargo Commission upon internal review of any ordinance violations and/or public complaints filed on a food unit.

CITY OF Fargo

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 14, 2018

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

RE: Mobile Food Truck Ordinance

Dear Commissioners,

Enclosed is an ordinance intended to authorize mobile food trucks to operate on city streets and other areas in the City. By separate resolution, you will be approving more detailed regulations promulgated by the Health Department (with assistance from the Planning Department and other departments).

Suggested Motion: I move to waive the requirement of receipt and filing one week prior to first reading and that this be the first reading, by title, 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.

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

Sincerely,

Erik R. Johnson

Enclosure

cc: Nicole Crutchfield
Grant Larson

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

16

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 12, 2018

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

RE: Ordinance Amending the Control and Regulation of Food Service Establishments

Dear Commissioners,

Enclosed for your approval is an Ordinance Amending Articles 13-03 and 13-04 of the Fargo Municipal Code relating to the control and regulation of food service establishments. At its January 16, 2018 meeting, the Board of City Commissioners directed the City Attorney's Office to work with Fargo Cass Public Health to review and update Articles 13-03 and 13-04. The state adopted the United States Food and Drug Administration 2013 Model Food Code by reference, thus warranting the suggested amendments to Articles 13-03 and 13-04.

Suggested Motion: I move to waive the receipt and filing one week prior to first reading and that this be the first reading, by title, of 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.

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

Sincerely,

Alissa R. Olson

Enclosure

cc: Grant Larson

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.

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~~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.

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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.

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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~~

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~~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

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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.

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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. _____

AN ORDINANCE AMENDING SECTIONS 25-3001, 25-3002 AND 25-3006, AND REPEALING SECTIONS 25-3003 AND 25-3004 OF ARTICLE 25-30 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALARM SYSTEMS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-3001 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-3001. Definitions.--

1. "Alarm user" shall mean any person ~~as defined herein, using the services of a police alarm system or a central station.~~ who installed an alarm system that uses alarm answering services to notify Police for a Police response.

2. "Answering service" refers to a telephone answering service which receives emergency signals from alarm systems, and thereafter immediately relaying the message by live voice to the communication center of the police department.

3. "Automatic dialing device" refers to an automated alarm system which sends a prerecorded voice message or coded signal indicating the existence of the emergency situation which the alarm system is designed to detect.

~~4. "Central station" means an office to which remote alarm and supervisory signaling~~

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~~devices are connected, where operators supervise the circuits, and where guards are maintained continuously to investigate signals.~~

~~5. "Central station system" means a system in which the operation of electrical protection circuits and devices are signaled automatically to, recorded in, maintained, and supervised from a central station having operators and security personnel on duty at all times.~~

~~6. "Direct line" means a telephone line leading directly from a central station to the communication center of the police department that is for use only to report emergency signals on a person-to-person basis.~~

~~7~~4. "False alarm" means the activation of an alarm system caused by anything other than an emergency, ~~or~~ criminal activity or weather.

~~8. "Excessive alarms" shall mean false alarms in excess of three within the months of January through June of any year or July through December of any year.~~

~~9~~5. "Person" shall mean any individual, partnership, corporation, association or other entity.

~~10~~6. "~~Police~~ ~~a~~ Alarm system" shall mean any device designed for the detection of an unauthorized entry on premises or for alerting others of the commission of an unlawful act, or both, and, when actuated, emits a sound or transmits a signal or message which ~~system alerts the Fargo police department directly, or~~ causes the Police department to be alerted.

~~11. "Primary trunkline" means a telephone line leading directly into the communication center of the police department that is for the purpose of handling emergency calls on a person-to-person basis, and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the police department's jurisdiction.~~

~~12. "Proprietary system" means an alarm system sounding and/or recording alarm and supervisory signals at a control center located within the protected premises, the control center being under the supervision of the proprietor of the protected premises. If a proprietary system includes a signal line connected directly to the police communication center, a central station, or answering service, it thereby becomes an "alarm system" as defined in this ordinance.~~

~~13. "Special trunkline" means a telephone line leading into the communication center of the police department and having the primary purpose of handling emergency signals or messages originating either directly or through a central location from automatic dialing devices.~~

7. "Alarm Period" is defined as January 1st through December 31st, calendar year.

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Section 2. Amendment.

Section 25-3002 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-3002. Rules and regulations.--The chief of police may prescribe rules and regulations for alarm systems, including but not limited to the following:

A. Minimum standards for the quality, efficiency, and effectiveness of ~~police~~ alarm systems ~~and alarm business permittees~~;

B. Specific provisions relating to testing procedures;

C. Minimum standards for the training of alarm business personnel.

~~He~~ The Chief of Police is authorized to inspect or cause to be inspected the premises of the alarm business and the premises whereon the ~~police~~ alarm system is located. ~~He shall have the power to make and enforce such reasonable rules and regulations as may in his discretion be necessary to implement the provisions of this article.~~

Section 3. Repeal.

Section 25-3003 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 4. Repeal.

Section 25-3004 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby repealed in its entirety.

Section 5. Amendment.

Section 25-3006 of Article 25-30 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

25-3006. Charges for excessive false alarms.--

A. Any alarm user who maintains or has an ~~police~~ alarm system which signals more than three (3) false excessive alarms in an alarm period as defined herein, ~~as hereinabove defined,~~ shall pay a ~~service charge~~ fee to the city of Fargo as follows:

1. ~~For the first excessive alarm, the sum of $50.~~ False Alarm 1-3 $0/alarm.

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2. ~~For the second and subsequent excessive alarms, the sum of $50 plus the additional sum of $25 for each alarm after the first excessive alarm.~~ False Alarm 4-6 $100/alarm.

3. False alarm 7-9 $150/alarm.

4. False Alarm ten (10) and more $200/alarm.

B. Alarm fees shall be cumulative and due immediately upon receipt of billing notice. Interest shall accrue at a rate of 1 ½% per month on all invoices 30 days' past due, until paid in full.

C. The Chief of Police may suspend police response to alarms without secondary verification, excluding panic and robbery alarms, in the event the alarm user exceeds ten (10) false alarms in the alarm period. The Chief of Police or designee shall provide written notice mailed by first class mail to the alarm user's last known address advising of the decision to suspend police response under these circumstances.

Section 6. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL OF LAND
LYING IN VALLEY VIEW 4TH 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 Valley View 4th 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 4, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Five (5), Valley View 4th Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-1", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District;

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

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Section 3. 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:

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ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN OHMER'S ADDITION,
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 Ohmer's Addition, 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 4, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Thirteen (13) through Sixteen (16) of Ohmer's Addition, to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "SR-3", Single-Dwelling Residential, District to "P/I", Public and Institutional, District; with a "C-O", Conditional Overlay as follows:

1) The following use (s) are permitted:
   a. Colleges
   b. Community Service
   c. Daycare Centers of unlimited size
   d. Health Care Facilities
   e. Parks and Open Space
   f. Religious Institutions
   g. Safety Services
   h. Schools
   i. Offices
   j. Commercial Parking

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k. Outdoor Recreation and Entertainment

2) All other uses are prohibited.

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

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
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2d

ORDINANCE NO. _____

AN ORDINANCE REPEALING AND RE-ESTABLISHING
A CONDITIONAL OVERLAY DISTRICT ON CERTAIN
PARCELS OF LAND LYING IN SIMONSON FIRST ADDITION,
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 Simonson First Addition, City of Fargo, Cass County, North Dakota; and,

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

WHEREAS, the rezoning changes were approved by the City Commission on June 4, 2018; and,

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

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) and Two (2), Block One (1) of Simonson First Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned to place a "C-O", Conditional Overlay, District upon said property over the existing base zoning of "LC", Limited Commercial, the terms and conditions of such C-O District are as follows:

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Conflicting Provisions

In the event of conflict between these standards with provisions found in other adopted codes, ordinances, or regulations of the City of Fargo, the more stringent and/or restrictive provisions shall control.

Architectural Design

Building Exterior Materials

Approved Materials:

- Natural stone
- Synthetic stone products (bottom of stone 6" above grade minimum) Village Shops only
- Integrally colored ground face or split face concrete block
- Brick Masonry (clay fired or concrete cured)
- Wood
- EIFS
- Accent architectural metal panel (not to exceed 5% of building elevation)
- Architectural steel
- Standing seam metal roofing
- Storefront or curtain wall glazing systems
- Tilt up/precast concrete panels (with brick/masonry and/or ceramic cladding and/or architecturally detailed finish)
- Wood or synthetic siding (not to exceed 10% of building elevation)
- Masonary coated with elastomeric finish

Prohibited Materials and Treatments:

- Metal wall panels exceeding 25% of building elevation.
- Full ceramic tile walls
- Highly reflective wall treatments
- The use of reflective glazing, with over 65% reflectivity
- Exposed neon or color tubing (except with Developer & City of Fargo approval.)
- Untextured concrete or untreated CMU or plain/untextured tilt up/precast concrete panels

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Architectural Features

Architectural features, which project over the sidewalk, must be a minimum of seven (7) feet or as required to meet the International Building Code adopted by the City of Fargo, whichever minimum is greater shall prevail. No such improvements shall encroach into bike or street travel lanes.

Roof Top Screening

Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other enclosures.

Truck Docks/Trash Enclosures

All truck docks must be fully screened with materials to match the adjacent building. The screen walls shall be a minimum height of 8' -0" above grade. Trash enclosures must be constructed out of a masonry material. Doors must fully screen the interior of the trash enclosure. Trash compactors can be incorporated into Truck Docks. Trash enclosure walls shall be a minimum of 8'-0" above grade.

Building Entrances

Each primary building on a site, regardless of size, shall have clearly-defined, highly-visible public entrances featuring no fewer than two (2) of the following:

Canopies, awnings or porticos
Recesses/projections varying the facade Arcades
Raised corniced parapets over the door
Peaked roof forms Arches
Entry courts
Planter and wing walls integrated with building Outdoor patios
Display windows

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Each development shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following which have direct access to the public sidewalk network and such features shall not be constructed of materials are inferior to the principal materials of the building and landscape.

Patio/seating area
Pedestrian plaza with benches and planters Bike parking areas
Window shopping walkway Outdoor playground
Water feature

Architectural articulation shall be evident at primary entrances with material or massing changes to provide visual interest as well as reinforcing "human scale." Maximum entry feature height and maximum parapet height is as follows:

Major Building: 45'-0"/35'-0"
Sub- Major Building: 42'-0"/30'-0"
In-Line Shop Building: NA/24'-0" w/ Architectural Tower not to exceed 35'-0"
Village Building: 30'-0"/24'-0" w/ Architectural Tower not to exceed 40'-0"
Pad Site Building: 26'–0"/20'-0"

Scored concrete patterns and textured concrete (non slip) and/or unit pavers at entrances are required. Sidewalk paving patterns at entries must extend from the storefront to the back of curb, or to the established line, or edge, of the street, or vehicle access route, and be at least as wide as the glazing system at the entry.

Building Elevations

Break down building massing to a human scale eliminating uninterrupted flat facades by articulating a wall plane with the following architectural elements:

- Change in plane at change of material
- Change in color, texture or material
- Windows
- Trellises, awnings or canopies
- Cast stone detailing in horizontal bands

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FARGO, NORTH DAKOTA

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- Raised planters
- Pilasters or over framed elements
- Brick type material (20% of elevation)

Use the above architectural elements to limit uninterrupted wall planes to no more than 75 feet.

All buildings shall be designed to incorporate no fewer than four (4) of the architectural elements from the list below. Buildings over 10,000 square feet must include a minimum of six (6) and buildings over 80,000 square feet must include a minimum of seven (7) of the referenced architectural elements:

- Canopies, awnings or porticos
- Recesses/projections
- Arcades
- Peaked roof forms
- Outdoor patios
- Display Windows
- Architectural details (such as tile work and moldings) integrated into the building facade
- Articulated cornice line
- Integrated planters or wing walls that incorporate landscape and sitting areas
- Offsets, reveals or projecting rib used to express architectural/structural bays
- Accent materials (minimum 15% of exterior facade)
- Varied roof heights
- Other architectural features approved by the City

Specific Convenience Store and Gas Station Standards

Canopies shall not exceed twenty-four (24) feet in height.

Prohibited Signage

Animated Sign: A sign having an intermittent or continuing variation in the illumination or physical position of any part of the device that does not adhere to the design standards found in

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"Attachment B." Animated signs that adhere to the design standards of "Attachment B" may not exceed 25 feet in height, must be a monument sign, may not have Electronic Messaging Boards that exceed 50% of the sign face, and must meet all of the other requirements of the City of Fargo Sign Code.

Billboards: A sign advertising products not made, sold, used or served on the premises displaying the sign or that conveys an informational or ideological message.

Fence Signs: A sign affixed in any way to or painted on a fence.

Off Site Sign: A sign directing attention to a business commodity, service, product, or property not located, sold or conducted on the same property or site as that on which the sign is located. Off site signs are not permitted except as indicated in the Signage Master plan.

Pennant: A flag tapering to a point usually strung together by line or rope.

Portable Sign: Any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

Exterior Window Sign: Any sign, painted or applied to the interior/exterior, that occupies more than 50% of the surface area of a window or door.

Temporary Sign: Any sign for temporary use supported by or affixed to a utility, light, or sign pole.

Landscape Design

Access and Circulation

Separate vehicular and pedestrian circulation systems should be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- the primary entrance or entrances to each commercial building, including pad site buildings.
- any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
- parking areas or structures that serve such primary buildings.
- connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.

- any public sidewalk system along the perimeter streets adjacent to the commercial development.
- where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

Walkways or sidewalks shall be a minimum of five (5) feet in width. At each point that the on-site pedestrian walkway system crosses a parking lot or internal street or driveway, the walkway or crosswalk shall be clearly marked through the use of a change in paving materials distinguished by their color, texture or height, such as brick, concrete pavers, scored or patterned colored concrete.
Provide "mid-block" pedestrian corridors on long blocks.

Continuous pedestrian walkways of eight feet (8') wide should be provided along the full length of a primary building along any facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways should be located at least six feet (6') from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

Public Rights-of-Way

The following landscape requirements shall be applicable for all areas within public rights-of-way.

Views into parking lots shall be screened from all public and private right of ways.

Plant materials must be located such that a minimum two-foot clear zone behind the back of curb allows for car bumper overhang unless curb stops are utilized.

Open Area Landscaping

The following landscape requirements shall be applicable for all landscape open areas. Landscaping provided to meet the Site Perimeter and Parking Lot Landscaping standards may not be counted towards meeting a projects Open Space Landscaping requirements. Landscaping

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provided in excess of either of these standards may count to Open Space Landscaping requirements.

All developments are required to provide at least five (5) plant units for each 1,000 square feet of lot area or fraction thereof based on the following table, and ten (10) square feet per plant unit shall be provided.

Type of Plant Material		**Equivalent Plant**
Large, Mature Deciduous Tree	caliper >30 foot mature height	10
Large, Mature Evergreen Tree	8/10 foot height >30 foot mature height	10
Small, Mature Deciduous Tree	1.5 to 3-inch caliper 12 to 30 foot mature height	5
Small, Mature Evergreen Tree	4 to 5 foot height 12 to 30 foot mature height	
Mature Shrub	2 gallon	1
Perennial Plants	2 gallon 1 gallon	1 0.5

A minimum of 70 percent of the plant units required shall be installed in required front or street side setback areas.

A maximum of 50% of the total landscape area of each property may be planted with approved turf.

Parking

All developments shall meet the Off-Street Parking Schedules in Section 20-0701 B of the Land Development Code. All developments shall be allowed to have a maximum of 20% more spaces than the required minimum. Any additional spaces above the required 20% shall provide 5% additional plant units provided for each 5% increase in parking.

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In order to reduce the scale of parking areas, the total amount of parking provided shall be broken up into parking blocks containing no more than 90 spaces which:

- Are separated from each other by landscaping, access drives or public streets, pedestrian walkways or buildings.
- Have a consistent design angles for all parking within the block.
- Are oriented to buildings to allow pedestrian movement down and not across rows so that they are walking parallel to moving cars and the need to cross parking aisles and landscaped areas is minimized.

Where parking blocks are not easily defined, there shall be no more than fifteen (15) spaces without an intervening, landscaped island at least nine (9) feet wide. A minimum of 25% of the islands shall have a tree.

All parking plans shall identify areas for snow storage in the winter months.

As applicable, shopping cart return stations shall be evenly distributed within and between separate parking blocks and be identified on the final plan.

Required off-street parking areas are to be used solely for the parking of licensed, motor vehicles in operating condition. Required spaces may not be used for the display of goods for sale or lease or for long-term storage of vehicles, boats, motor homes, campers, mobile homes, or building materials.

Parking Lot Landscaping

The following additional landscape requirements shall be applicable for all landscaped parking lots

Landscaping provided to meet Site Perimeter and Open Space Landscaping standards shall not be counted toward meeting the Parking Lot Landscaping standards.

Parking lot perimeter buffers shall be required for any off-street parking area containing more than six (6) parking spaces that is within 100 feet (100') of a public street or within 50

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feet (50') of an adjoining residential use or residential zoning district. Parking lot screening shall be required to be:

- Provided within ten feet (10') of the perimeter of the parking lot or driveway to be screened.
- At least three feet (3') in height above the adjacent finished surface of the parking area.
- Encompass a minimum of 100% of the linear distance of the parking area and/or driveway(s). The maximum distance between screening shall be fifteen feet (15').
- Of one of the following materials:
  - i. Plant material screen - a compact shrub of evergreen or densely twigged deciduous shrubs planted at three feet (3') on center in one row or at six feet (6') on center in two (2) staggered rows.
  - ii. An architecturally compatible solid wall or solid fence.
  - iii. A berm. Berms shall have a minimum crown width of two feet (2') and shall be planted with vegetation. The height, slope and area required for the berm shall be appropriate to the prevention of erosion and to facilitate safe maintenance of the berm. The maximum slope for any berm shall be 3:1.
  - iv. Plant materials architecturally compatible walls and berms may be used in combination to screen.

Each parking block shall be separated from other parking blocks by a landscaped median or berm that is at least eight feet (8') wide, or by a landscaped median with a pedestrian walkway or sidewalk that is at least ten feet (10') wide, or by a low decorative fence or wall that has a maximum height of three feet (3') bordered by landscaping on at least one side.

The primary landscaping material to be used within a parking lot shall be trees which provide shade or are capable of proving shade at maturity. Shrubbery, hedges and other planting materials may be used to complement the tree landscaping

Trees should be located throughout the parking lot and not simply at the ends of parking aisles. In order to be considered within the parking lot, trees should be located in planters that are bounded on at least three (3) sides by parking area paving.

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Within parking lot islands and medians, trees shall be a minimum of four feet (4') from any curb edge. All parking lot islands shall maintain an eighteen inch (18") clear zone from any curb edge. In no circumstance shall any shrub, perennial or ornamental grass have a mature height of more than three feet (3').

Plant materials must be located such that a minimum two-foot clear zone behind the back of curb allows for car bumper overhang unless curb stops are utilized.

At 18' and wider islands, a 3' wide band of 3" to 6" diameter cobble mulch over filter fabric shall be provided behind the curb. Top of cobble shall not be higher than the adjacent top of curb. All cobble shall be hand laid with flat sides down. Interior to the cobble mulch shall be Shredded Hardwood mulch.

At 9' and up to 18' wide islands, a 2' wide band of 3" to 6" diameter cobble mulch or river rock over filter fabric shall be provided behind the curb. Top of cobble/river rock shall not be higher than adjacent top of curb. All cobble/river rock shall be hand laid with flat sides down. Interior to the cobble/river rock mulch shall be Shredded Hardwood mulch

Parking lot islands in front of all buildings shall be a minimum 18 feet wide and 18 feet long.

Building Perimeter and Pad Site Foundations

Building foundations shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers. Landscaping should also include benches.

Regularly maintained turf areas are acceptable.

In lieu of foundation plantings and/or turf areas adjacent to the building entryways and areas bordering public parking; raised landscape planters and/or plaza like treatment of the ground plane will be considered pending review of the City.

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ORDINANCE NO. _____

Service Area, Loading Dock and Utility Device Screening

Service, loading and utility areas shall be screened by fences, walls, landscaping, berms, or any combination thereof.

See requirements of Plant Material Standards &Upgrades.

Service, loading, and utility areas visible from residential areas shall be screened with a wall, berm, trellising or combination, in addition to landscape requirements.

Detention, Retention, Water Quality Ponds and Bio-Swales

Detention, retention and water quality ponds shall be integrated physically, functionally, and aesthetically into the adjacent landscape design. Vegetated slopes shall not exceed 4: 1 and all pond turf areas shall be properly drained. Water quality enhancement areas within the bottom of the pond shall be planted with vegetation that is appropriate with the presence of saturated soils and fluctuating water levels.

Pond depth should be limited to not more than ten feet. Pond grading should be designed to accommodate access for maintenance equipment. Rock-scaped or riprap slopes are prohibited except when necessary for erosion control and when approved by the City of Fargo. Ponds shall be designed with natural sides and bottoms and shrub beds adjacent to the top for transition to traditional, cultivated landscapes. Wetland plantings in low spots will be encouraged.

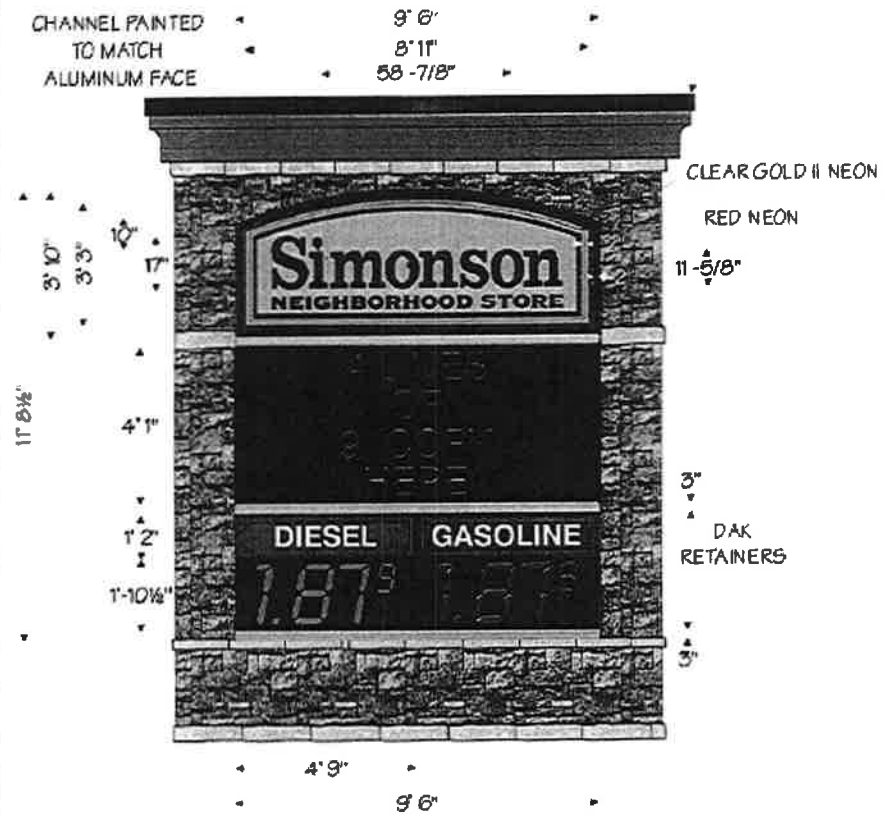
Bio Swales are encouraged in lieu of underground storm sewer whenever practical. The use of Bio Swales will allow the reduction of parking lot landscaping by 50%.

Landscape Design Requirements

Tree diversity requirements shall be met as follows: 10-19 trees (no more than 50% of any one species), 20 and over trees (no more than 33% of any one species).

** SEE STRUCTURAL DRAWING #2262 FOR MORE DETAILS **

** SURROUNDING BRICK STRUCTURE PROVIDED BY CUSTOMER **



** THE BOTTOM OF THE FRAMING 6" ABOVE EXISTING SIDEWALK. **

SPECIFICATIONS:

* QTY. 2 - 3' 10" x 8' 6" FLAT (.125) ALUMINUM FACE PAINTED DURANODIC & BENJAMIN MOORE #1048 DEEP OCHRE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
- NEIGHBORHOOD STORE: ROUTED LETTERS & BACKED WITH 2447 WHITE PLEX WITH 3635-222 PERFORATED BLACK VINYL APPLIED TO FIRST SURFACE
- ILLUMINATED WITH DAYLIGHT LAMPS
* QTY. 2 - 17" SIMONSON CHANNEL LETTERS MOUNTED TO ALUMINUM FACE
- (.063) ALUMINUM BACKS PAINTED BENJAMIN MOORE E-22 COTTAGE RED
- (.118) CLEAR PLEX FACES
5" (.040) ALUMINUM RETURNS PAINTED BENJAMIN MOORE E-22 COTTAGE RED (INSIDE & OUTSIDE) WITH WEEP HOLES
1" BURGUNDY TRIMCAP
- ILLUMINATED WITH AN OUTLINE OF 15MM RUBY RED NEON
- WIRED: 120V - 60MA WITH ELECTROBITS
* QTY. 2 - 3' 10" x 9' 6" PERIMETER CHANNEL CAN MOUNTED TO ALUMINUM FACE
(.080) ALUMINUM BACK PAINTED BENJAMIN MOORE E-22 COTTAGE RED
(.118) CLEAR PLEX FACE
5" (.040) ALUMINUM RETURNS WITH WEEP HOLES (OUTSIDE WILL BE PAINTED DURANODIC & INSIDE PAINTED BENJAMIN MOORE E-22 COTTAGE RED
1" BLACK TRIMCAP
- ILLUMINATED WITH 1 STROKE OF 15MM RUBY RED NEON
- WIRED: 120V - 60MA WITH ELECTROBITS
* QTY. 2 - 3' 3" x 8' 11" PERIMETER CHANNEL CAN MOUNTED TO ALUMINUM FACE
(.080) ALUMINUM BACK PAINTED PMS 123
(.118) CLEAR PLEX FACE
5" (.040) ALUMINUM RETURNS PAINTED WITH WEEP HOLES (OUTSIDE WILL BE PAINTED DURANODIC & INSIDE PAINTED PMS 123)
1" BLACK TRIMCAP
- ILLUMINATED WITH 1 STROKE OF 15MM CLEAR GOLD II NEON
- WIRED: 120V - 60MA WITH ELECTROBITS
* 3" x 9' 6" REVEAL PAINTED BENJAMIN MOORE #1048 DEEP OCHRE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
* 4' 1" x 9' 6" DAK UNIT
- MODEL NUMBER: AF-3400 32x80 34-K
- RADIO CONTROLLED TO BUILDING WITH TEMP SENSOR
* 3" x 9' 6" REVEAL PAINTED BENJAMIN MOORE #1048 DEEP OCHRE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)
* QTY. 2 - 14" x 57" FLAT CLEAR (.118) POLYCARBONATE PRODUCT PANELS WITH SECOND SURFACE DECORATION
- BACKGROUND: 3630-69 DURANODIC BRONZE VINYL & 3630-73 DARK RED VINYL
- GASOLINE: WHITE BACKSPRAY
* QTY. 2 - 14" x 57" FLAT CLEAR (.118) POLYCARBONATE PRODUCT PANELS WITH SECOND SURFACE DECORATION
- BACKGROUND: 3630-69 DURANODIC BRONZE VINYL & 3630-26 GREEN VINYL
- DIESEL: WHITE BACKSPRAY
* 18" GASOLINE: DATAMASTER PETROLEUM PRICER
- MODEL NUMBER: DF-2000-18-R-NA-DI
* 18" DIESEL: DATAMASTER PETROLEUM PRICER
- MODEL NUMBER: DF-2000-18-G-NA-DI
* BENJAMIN MOORE #1048 DEEP OCHRE WITH A STUCCO FINISH (STUCCO FINISH TO MATCH CUSTOMER'S SAMPLE)

CUSTOMER:	ACCOUNT REP:	SCALE:
SIMONSON	BILL ORTMEIER	1/4" = 1'
LOCATION:	DATE:	DRAWING NUMBER:
GRAND FORKS, ND	9/9/08	A10119-092

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CUSTOMER APPROVAL: _____ DATE:

DRAWN BY:	REVISION #:	SALES ORDER #:
ML	7(9/26/08)	

* COMPLETES GENERATION OF THIS DRAWING

ATTACHMENT "B"

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

(3)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

June 14, 2018

City Commissioners
200 North Third Street
Fargo, ND 58102

RE: William Wischer--approval as Assistant City Attorney and City Prosecutor

Dear Commissioners:

I would appreciate your consent and approval of the appointment by me of William Wischer as a city prosecutor and assistant city attorney, as authorized by N.D.C.C. §40-20-02.

SUGGESTED MOTION: I move to consent and approve the appointment of William Wischer as a city prosecutor and as an assistant city attorney.

Sincerely,

Erik R. Johnson

4

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH MAY 31, 2018
(UNAUDITED)

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 24,122,156	$ 25,052,965	$ 930,809
Licenses & Permits	1,567,475	2,077,420	509,945
Fines & Traffic Tickets	845,200	735,656	(109,544)
Intergovernmental Revenue	5,698,848	5,017,908	(680,940)
Charges for Services	5,352,679	4,402,879	(949,800)
Interest	1,980,535	2,287,912	307,377
Miscellaneous Revenue	390,650	314,804	(75,846)
Transfers In	7,140,990	6,024,303	(1,116,687)
Total Revenues	**$ 47,098,533**	**$ 45,913,847**	**$ (1,184,686)**
EXPENDITURES:			
City Administrator	$ 2,917,666	$ 2,868,685	$ 48,981
Finance	2,879,262	2,670,592	208,670
Planning & Development	1,502,674	1,325,550	177,124
Transit	3,050,173	2,916,063	134,110
Public Works	6,557,882	6,376,875	181,007
Fire Department	5,697,724	5,361,786	335,938
Police	8,901,385	8,343,724	557,661
Health	4,371,839	4,307,630	64,209
Library	1,772,998	1,822,007	(49,009)
Commission	272,911	277,275	(4,364)
Civic Center	212,217	185,752	26,465
Social Services	358,400	324,860	33,540
Capital Outlay	499,313	325,829	173,484
Vehicle Replacement/IT	909,861	354,047	555,814
Contingency	410,633	6,336	404,297
Transfers Out	3,076,151	3,181,447	(105,296)
Total Expenditures	**$ 43,391,089**	**$ 40,648,458**	**$ 2,742,631**
Excess of Revenue Over (Under) Expenditures	**$ 3,707,444**	**$ 5,265,389**	**$ 1,557,945**

(5)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: STEVEN SPRAGUE, CITY AUDITOR

SUBJECT: 2018-2019 ALCOHOL BEVERAGE AND LIVE ENTERTAINMENT LICENSE RENEWAL

DATE: JUNE 18, 2018

Attached is a list of 191 alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through June 30, 2019. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

All food and alcohol sales ratio reports are on file in the Auditor's Office and may be reviewed upon your request.

The licenses are eligible for renewal after fulfilling the renewal requirements. The renewal requirements include:

- **Completion and submission of license renewal form**
- **Submission of a current roster including hiring date**
- **All servers and wait staff must have attended server training**
- **Attend required mandatory annual meeting**
- **Submission of a CPA statement or sales tax forms indicating the food percentage has been meet (where applicable)**

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:
Approve the renewal of the attached Liquor and Live Entertainment licenses until June 30, 2019, upon the condition that all of the essential requirements for renewal are present by June 30, 2018.

Busness Name	Building Location	License Class
Buffalo Wild Wings Grill & Bar	1501 42 St SW	A
Cowboy Jacks	506 Broadway N	A
Paradiso	801 38th Street South	A
Red Lobster #309	4215 13th Avenue South	A
Slammers Bar	707 28 Ave N	A
Borrowed Bucks	1201 Westrac Drive	A
Sky Dine Services	2801 32 Ave N	A
Hennessy's Irish Pub	4323 45 St S #101	A
Firebox	503 7 St N, Suite 3	A
SideStreet Grille & Pub	404 4 Ave N	A
Bismarck Tavern	522 Broadway	AB
Bowler	2630 University Dr S	AB
West Acres Bowl	3402 Interstate Boulevard SW	AB
Chubs Pub	421 North University Drive	AB
Duffys	16 12th Street South	AB
Empire Tavern	424 Broadway	AB
Fargo Cork	3301 South University Drive	AB
Bison Turf	1211 North University Drive	AB
The Northern	325 10th Street North	AB
Peppers American Cafe	2510 South University Drive	AB
Ricks Bar	2721 Main Avenue	AB
Rooter's Bar	107 Broadway	AB
Royal Liquors & Woody's Bar	1550 32nd Avenue So	AB
Specks Bar	2611 Main Avenue	AB
Sports Bar	619 NP Avenue	AB
Windbreak Saloon	3150 39th Street SW	AB
Old Broadway Food & Brewing Co	22 Broadway N	AB
Round Up / Royal Liquors and Bar	4501 Urban Plains Dr S	AB
Tailgator/Mom's Kitchen	1322 Main Avenue	AB
Pickled Parrot	505 3 Ave N	AB
Ramada Hotel & Conference	3333 13th Avenue South	ABH
Holiday Inn of Fargo	3803 13th Avenue South	ABH
Baymont Inn & Suites	1340 21 Ave S	ABH
O'Kellys	3800 Main Avenue	ABH
Radisson-Fargo	201 5th Street North	ABH
Select Inn Fargo-Penalty Box	1025 38th Street South	ABH
Fargo Suites	3316 13th Ave S	ABH
Delta Hotels	1635 42nd Street S	ABH
Hilton Garden Inn	4351 17 Ave S	ABH
Porter Creek Hardwood Grill	1555 44 St S	ABH
Homewood Suites by Hilton	2021 16 St N	ABH-Limited
Staybridge Suites Hotel	4300 20 Ave S	ABH-Limited
Candlewood Suites	1831 NDSU Research Park Dr	ABH-Limited
Expressway Suites	4303 17 Ave S	ABH-Limited
La Quinta Inn & Suites	2355 46 St S	ABH-Limited
Best Western Plus Kelly Inn & Suites	1767 44th St S	ABH-Limited

Fargo Residence Inn	4335 23 Ave S	ABH-Limited
Holiday Inn Express-West Acres	1040 40 St SW	ABH-Limited
Holiday Inn Express I-94	4711 19 Ave S	ABH-Limited
Hawthorn Suites by Wyndham	4014 17 Ave S	ABH-Limited
AmericInn Fargo	4325 23 Ave S	ABH-Limited
Hotel Donaldson	101 Broadway	ABH-RZ
JL Beers	4240 32 Ave S	AB-M
Happy Harry's Bottle Shop	4001 53 Ave S	AB-M
El Zagal	1429 3rd Street North	AC
Fargo Country Club	509 26th Avenue South	AC
Sons of Norway	722 2nd Avenue North	AC
Amvets	1001 1st Avenue South	AC
The Stage at Island Park, FMCT	333 4th St S	AC
Fargo-Moorhead Curling Club	4300 23 Ave S	AC
Elks	3435 North Broadway	AC
VFW	202 Broadway N	AC
Royal Liquors (Main Ave)	1606 Main Avenue	B
Bernie's Wines & Liquors	1557 South University Drive	B
Northport Liquors	2726 North Broadway	B
Main Liquors	4000 Main Avenue	B
Empire Liquors West	4861 13 Ave SW	B
Steve's Package Store	524 4 St N	B
Royal Liquors 25th St	3051 25 St S Unit C	B
Cash Wise Liquor	1414 34 St S	B
Stamart Liquor	3220 12 Ave N	B-Limited
Hornbacher's Wine & Spirits	4101 13 Ave S	B-Limited
Cash Wise Liquor 2	4985 Timber Parkway S	B-Limited
Lakemode Liquors	4265 45 St S Suite 121	B-Limited-M
Bottle Barn Liquors	2515 Univ Dr S	B-M
Happy Harry's Bottle Shop	1621 45 St SW	B-M
Happy Harry's Bottle Shop	1125 19 Ave N	B-M
Spirit Shop	1404 33 St S	B-M
Fargo Brewing Company	610 N University Dr	C-M
Fargo Brewing Company Ale House	4445 17 Ave S, Suite #3	C-M
Front Street Taproom	614 Main Ave	CW-M
Kilstone Brewing North	222 Broadway North	CW-M
Wild Terra Cider and Brewing Company	6 12 St N	CWP
Proof Artisan Distillers	414 4 Ave N	DD
Mexican Village	814 Main Avenue	F
Famous Dave's BBQ	2581 45th Street SW	F
Acapulco Mexican Restaurant, Inc	1150 36 St S	F
Cajun Cafe	1324 25 Ave S	F
Kobe's Japanese Cuisine	4228 15 Ave S	F
Garden Pavilion/One on One Catering	1421 7 Ave N	F
Marlin's Family Restaurant	3520 12 Ave N	F
Osaka Sushi and Hibachi	1111 38 St S	F
Mangos Mexican & American Grill	2901 Main Ave	F

Lucy's North China Cuisine	4323 45 St S Ste 105	F
Izumi Sushi and Hibachi All You Can Eat	5675 26 Ave S, Suite 108-112	F
Chipotle Mexican Grill	1680 45 St S	F
Izumi Sushi and Hibachi Buffet	5050 13 Ave S Ste 5	F
Wasabi/Poke Bowl	506 2 Ave N	F
Doolittles Woodfire Grill	2112 25 St S	FA
Olive Garden Italian Restaurant #1188	4339 13th Avenue SW	FA
Avalon Event Center West	2525 9th Ave S	FA
Old Chicago	2551 45th Street South	FA
Chilis	3902 13th Avenue SW	FA
Applebees Neighborhood Bar and Grill	2350 45 St S	FA
Buffalo Wild Wings Grill & Bar	1515 19th Avenue North	FA
Crooked Pint Ale House	3340 13th Avenue South	FA
Space Aliens Grill & Bar	1840 45th Street SW	FA
Mexican Village	3155 45 St S	FA
Sickie's Garage	3431 Fiechtner Dr S	FA
Johnny Carino's	4410 17 Ave S	FA
Texas Roadhouse	4971 13 Ave S	FA
Applebee's Neighborhood Grill	2001 16 St N	FA
Applebee's Neighborhood Grill & Bar	2800 13 Ave S	FA
Ruby Tuesday	2535 23 Ave S	FA
Lucky's 13 Pub	4301 17 Ave S	FA
LongHorn Steakhouse #5432	4410 13th Ave S	FA
Luna Coffee	1545 University Dr S	FA
Herd & Horns	1414 12 Ave N Suite F	FA
Four Points by Sheraton	5064 23 Ave S	FA
Barbacoa	3241 42 St S	FA
Wild Bill's Sports Saloon	1776 45 ST S	FA
Grazies Italian Grill	2000 44 St SW	FA
The Tavern Grill	3233 45 St S	FA
47° North	4281 45 St S	FA
North 46 Pint & Provisions	635 2 Ave N	FA
Fargo Billiards	3234 43 St S	FA-Entertainment
Seasons At Rose Creek	1500 Rose Creek Parkway	FA-Golf
Divot's at Edgewood	19 Golf Course Ave NE	FA-Golf
9 Iron Bar & Grill	4400 Clubhouse Dr	FA-Golf
Granite City Food & Brewery	1636 42nd Street SW	FA-M
Vinyl Taco	520 1 Ave N	FA-RZ
Mezzaluna	309 Roberts St N	FA-RZ
Rosey's Bistro	212 Broadway, Suite 103	FA-RZ
Toasted Frog	305 Broadway N	FA-RZ
The Boiler Room	210 N Broadway Suite 90	FA-RZ
Pounds	612 1 Ave N	FA-RZ
Twist	220 Broadway N	FA-RZ
Rhombus Guys	606 Main Ave	FA-RZ-M
Wurst Bier Hall	630 1 Ave N Suite 1	FA-RZ-M
JL Beers	518 1st Ave N	FA-RZ-M

Nail Deluxe	4302 13 Ave S, Suite 5	G
Fargo HuHot Mongolian Grill	1801 45 St S Unit J	GH
Sammys Pizza	301 Broadway	GH
Santa Lucia Family Restaurant	1109 38 St S	GH
VIP Room & Catering	624 Main Avenue	GH
Plains Art Museum	704 1st Avenue North	GH
Passage to India	855 45 St S Suite 3A	GH
Toscana	202 Broadway N	GH
Leela Thai Cuisine LLC	1450 25 St S	GH
Super Buffet & Mongolian Grill	1000 45 St S Ste 100	GH
Nichole's Fine Pastry	13 S 8th St	GH
Drunken Noodle	623 NP Ave	GH
The Nail Bar	505 Broadway N	GH
Samurai Japanese Cuisine	1775 45 St S Suite B	GH
India Palace	5050 13th Ave S Ste #3	GH
Square One	1407 1 Ave N	GH
Blackbird Woodfire	206 Broadway	GH
Uncle Maddios Pizza Joint	1690 45 St S, Suite 2	GH
Himalayan Yak	1450 25 St S #160	GH
Blaze Pizza	1443 42 St S	GH
Daran's Southern Soul Food	30 University Drive N	GH
Deep Blue Seafood	4480 23 Ave S Suite 4	GH
Happy Joes Pizza	2511 South University Drive	H
Chuck E. Cheese	1202 Nodak Drive	H
Side Show Café	901 25 St S	H
Pizza Ranch	4480 23 Ave S Suite A	H
Spicy Pie	322 Broadway N Ste A	H
SmashBurger	1801 45 St SW	H
Panchero's Mexican Grill	4761 13 Ave S Ste C	H
Spicy Pie	2640 52 Ave S	H
Hair Salon	1801 45 St S Suite L1	H
Hi-Ho South	3051 25th Street SW	I
Fargo Stopping Center	4510 19 Ave S	I
Golf Addiction	4474 23 Ave S	I-Entertainment
Auger Inn All Ranks Club	Hector Field	J
F-M Red Hawks	1515 15th Ave North	N
FargoDome	1800 North University Drive	N
Concessions Management	5225 31 Ave S	N
Prairie Rose Meadery LLC	3101 39 St S, Suite E	P
Sanctuary Event Center	670 4 Ave N	RZ-V
Drekker Brewing Co	630 1 Ave N Suite 6	Y
Kilstone Brewing	764 34 St N, Suite R	Y
Prairie Brothers Brewing Company	4474 23 Ave S, Suite 9	Y
Fort Nok's	52 Broadway	Z
Dempsey's Public House	226 Broadway	Z
Shotgun Sally's Rock N Roll Saloon	1515 42 Street South	Z
The Bulldog Tap	4265 45 St S Suite 161	Z

Labby's Grill & Bar	1100 19 Ave N	Z
Nobull Country Club	609 NP Ave	Z
Frank's Lounge	2640 52 Ave S Suite A	Z
District 64	64 Broadway N	Z

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

6

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

Full, Legal Name of Gaming Organization: Sts. Anne & Joachim Catholic Church

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: Sts. Anne and Joachim Catholic Church			
Street: 5202 25th Street South	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 8/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0":
Specific location where games of chance will be conducted and played at the site **(required)**: Social Hall			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: Unknown; Mid November 2018 Antcipated			

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)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 6/18/18
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

$25.00
CC 8917
6-7-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

7a

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):
FM AM Rotary Club	9/10/18 to 2/3/19	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Kayla Boehler	Fundraising chair	701-809-6241

Business Address	City	State	Zip Code
PO Box 9359	Fargo	ND	58106

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Delta by Marriott	1635 42nd. 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.

☐ 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
Monday night Football		
each book $25.00 =		
Have a chance to win $50.00 =		
each Monday Night Football		
for a total of 17 games.		
$50.00 = halftime superbowl +		
$100.00 = Finale score		

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 8,000

Intended uses of gaming proceeds: Philanthropic activities

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
[signature]	6/7/18	fundraising chair	701-809-6241

76

$25.00
CC 8317
6-6-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):	
Fargo Moorhead Derby Girls	7/14/2018 to 7/14/2018		7/14/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business Phone Number	
Elizabeth Mieke	Treasurer		(218) 979-9303	
Business Address	City		State	Zip Code
3302 Interstate Blvd	Fargo		ND	58103-0000
Mailing Address (if different)	City		State	Zip Code
Po Box 10644	Fargo		ND	58106-0000
Name of Site Where Game(s) will be Conducted	Site Address			
Southwest Hockey Arena	4404 23rd Ave Sw			
City	State	Zip Code	County	
Fargo	ND	58103-0000	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
50/50 Raffle	Cash	$150.00

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ 150.00

Intended uses of gaming proceeds: Given to the charity "YWCA Cass Clay"

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: $ 600.00 *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	6/6/2018	Treasurer	(218) 979-9303

(1c)

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):
Jefferson School	June 28 2018	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Laura Sokolofsky		701 476 6753

Business Address	City	State	Zip Code

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Oak Grove Park	144 So Terrace N

City	State	Zip Code	County
Fargo	ND	58103	Cass

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

[ ] Bingo [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
50/50	Cash	500 00

Game Type	Description of Prize	Retail Value of Prize

Total: $ 500 00 (Limit $12,000 per year)

Intended uses of gaming proceeds: Donation to Another Non Profit

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Laura Sokolofsky	6/7/18	School Counselor	701 361-4453

7d

$25.00
CC 9184
6-11-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
El Zagal Shriner - Provost Guard	to	9/6/18

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number	
Jeff Woods	Brstube Chair	(701) 235-7521	
Business Address	**City**	**State**	**Zip Code**
1429 3rd Street North	Fargo	ND	58102-2798
Mailing Address (if different)	**City**	**State**	**Zip Code**

Name of Site Where Game(s) will be Conducted	Site Address		
El Zagal Shrine	1429 3rd Street North		
City	**State**	**Zip Code**	**County**
Fargo	ND	58102-2798	

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	500
Raffle	TV	500
Raffle	Gun	500

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)
Total: $ 1500

Intended uses of gaming proceeds: ——————————

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 1-800-328-9240.

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: $ 5200. *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
M. Stenehjem	6/11/18	Past Potentate	701-238-7299

(1e)

$25.00 cash

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):
Fargo North H.S.	8-23-18 to 5-25-18	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number	
Travis Christensen	Activities Coordinator	701-446-2407	
Business Address	**City**	**State**	**Zip Code**
801 17th Ave. N	Fargo	ND	58102
Mailing Address (if different)	**City**	**State**	**Zip Code**
Name of Site Where Game(s) will be Conducted	**Site Address**		
Fargo Coliseum	807 17th Ave N.		
City	**State**	**Zip Code**	**County**
Fargo, [redacted]	ND	58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 raffles held on dates listed on attachment. Average winnings per event are $100. 20' total events = estimated total prize value of $2000		
Boys + Girls	Hockey	

Game Type	Description of Prize	Retail Value of Prize
	Total:	(Limit $12,000 per year) $

Intended uses of gaming proceeds: Procedes go to funding various athletic programs

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
[signature]	6-11-18	Activities Coordinator	701-446-2407

(7f)

$25.00 Cash

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):
Fargo North H.S.	8-23-18 to 5-25-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Travis Christensen	Activities Coordinator	701-446-2407
Business Address	City	State / Zip Code
801 17th Ave. N	Fargo	ND 58102
Mailing Address (if different)	City	State / Zip Code
Name of Site Where Game(s) will be Conducted	Site Address	
Fargo North High School	801 17th Ave. N	
City	State / Zip Code	County
Fargo, ND	ND 58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 raffles held on dates listed on attachment. Average winnings per event are $100. 56 total events = estimated total prize value of $5600.00		
Varsity Football, Soccer, Volleyball, Swim, Basketball, & Dance		

Game Type	Description of Prize	Retail Value of Prize

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

Intended uses of gaming proceeds: Proceeds go to funding various athletic programs

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
	6-11-18	Activities Coordinator	701-446-2407

19

V-3150
6/12/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Steve Weidner FM Junior Tour	July 1, 2018 to June 30 2019	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Shelley Weidner	chairman	701 237-6746

Business Address	City	State	Zip Code
509 26th Ave South	Fargo	ND	58103

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address		
Fargo Country Club	509 26th Ave S.		
City	**State**	**Zip Code**	**County**
Fargo	ND	58103	CASS

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle Boards	Merchandise Gift Certificates	
(no one prize greater than		
$2500.00)		$10,000
	Cash prize	$2,000
(no one prize greater than		
$1,000.00)		
TOTAL OF	16 EVENTS FOR PERIOD	
July 1, 2018-	June 30, 2019	
NUMBER OF	EVENTS DETERMINED	
BY WEATHER.		

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)
Total: $12,000.00

Intended uses of gaming proceeds: Promote Junior Golf

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
Shelley Weidner	6/6/2018	Chairman	701 237-6746

7h

✓ 1040
2500
6/13/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Villa Nazareth dba CHI Friendship	Nov 2 to Nov 2	November 2, 2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Dori Leslie	Vice President	701-235-8217

Business Address	City	State	Zip Code
801 Page Drive	Fargo	ND	58103

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
CHI Friendship	801 Page Drive

City	State	Zip Code	County
Fargo	ND	58103	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Visa Gift Card	$100.00
Raffle	Visa Gift Card	$100.00
Raffle	Visa Gift Card	$50.00
Raffle	Visa Gift Card	$50.00
Raffle	Visa Gift Card	$50.00
Raffle	Visa Gift Card	$50.00
Raffle	Visa Gift Card	$50.00
Raffle	Visa Gift Card	$50.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 500.00

Intended uses of gaming proceeds: Provide Christmas gifts for the people we support (people with developmental disabilities)

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	6/12/2018	Controller	(701) 235-8217

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

8

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 7, 2018

RE: SCHOOL CONTRACTS

The attached contracts with Mapleton School District for $1,629.34 and Northern Cass School for $43,976.39 are for nursing services for the 2018-2019 school year.

No budget adjustments are required for these contracts.

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

Suggested Motion: Move to approve the school contracts for nursing services for the coming school year.

RR/LA
Enclosures

PURCHASE OF SERVICE AGREEMENT
MAPLETON SCHOOL DISTRICT

Whereas the Mapleton School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2018-2019, beginning on July 1, 2018 and ending on June 30, 2019. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are no other agreements, either verbal or written, that alters or affects this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this

agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO

DATE

Ruth Roman
DIRECTOR OF PUBLIC HEALTH

6/6/18
DATE

MAPLETON SCHOOL DISTRICT

SIGNATURE
AGENCY REPRESENTATIVE

Principal
TITLE

5/31/18
DATE

ATTACHMENT A

SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
MAPLETON SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services to all components of the Mapleton Schools health program: education, environment and services.

A. Improve the student and family access to community health services.
B. Improve the early identification and referral of students experiencing unresolved vision issues.
C. Determine the current compliance rate for immunizations.
D. Provide consultation on student health issues as requested per school staff.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. Deliver health services
The nurse will deliver health services related to immunizations compliance and vision screening.
B. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
C. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
D. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
2018-2019
SCHOOL HEALTH SERVICES BUDGET

MAPLETON SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
1.5 RN HOURS /WEEK X 35 WEEKS AT $41.48 /HOUR	$2,177.70
5 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT $41.48/HOUR	$207.40
4 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$201.16
TOTAL	**$2,586.26**
DISTRICT PORTION AT 63 % OF $2,586.26	$1,629.34
PROVIDER PORTION AT 37% OF $2,586.26	$956.92
TOTAL FOR DISTRICT	**$1,629.34**

ATTACHMENT C

PROVIDER ASSURANCES

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

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

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

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

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

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

G. The Provider shall not assign this agreement.

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

PURCHASE OF SERVICE AGREEMENT
NORTHERN CASS SCHOOL DISTRICT

Whereas the Northern Cass School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2018-2019, beginning on July 1, 2018 and ending on June 30, 2019. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Northern Cass School has requested an increase in school nursing hours over the original 32 hour per week agreement plus an extra eight hours to use over the school year. Therefore, Northern Cass School agrees to pay 100% (salary plus benefits) of the school nursing hours in excess of 32 hours per week and the extra eight hours, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 32 hours with salary and benefits will be billed at $44.14.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are not other agreements, either verbal or written, that alters or affects this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of

the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH	**DISTRICT-NORTHERN CASS SCHOOL**
MAYOR, CITY OF FARGO	SIGNATURE AGENCY REPRESENTATIVE
DATE	TITLE
Ruth Roman DIRECTOR OF PUBLIC HEALTH	6/1/18 DATE
6/6/18 DATE	

ATTACHMENT A

SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
NORTHERN CASS SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services to all components of the Northern Cass Schools health program: education, environment and services.

A. Improve the student and family access to community health services.
B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals.
C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B

2018-2019

SCHOOL HEALTH SERVICES BUDGET

NORTHERN CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
32 RN HOURS /WEEK X 35 WEEKS AT $41.48 /HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT $41.48/HR 30 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$46,457.60 $1,659.20 $1,508.70
TOTAL	$ 49,625.50
8 RN HOURS /WEEK X 35 WEEKS AT $44.14 AT 100% 8 ADDITIONAL RN HOURS AT $44.14 at 100%	$12,359.20 353.12
GRAND TOTAL	$ 62,337.82
DISTRICT PORTION AT 63 % OF $49,625.50 DISTRICT PORTION AT 100% OF 12,712.32 PROVIDER PORTION AT 37% OF $49,625.50	$31,264.07 $12,712.32 $18,361.43
TOTAL FOR DISTRICT OF AMOUNT AT 63% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	$31,264.07 $ 12,712.32 $43,976.39

ATTACHMENT C

PROVIDER ASSURANCES

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

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

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

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

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

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

G. The Provider shall not assign this agreement.

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

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 7, 2018

RE: NORTH DAKOTA DEPARTMENT OF COMMERCE,
EMERGENCY SOLUTIONS GRANT
FEDERAL GRANT NUMBER E-17-DC-38-001 CFDA 14.231
AMENDMENT NO 02
INSTRUMENT NUMBER 4211-ESG17 FOR $6,010.50

The attached Emergency Solutions Grant contract amendment with the North Dakota Department of Commerce/DCS is to support housing relocation/stabilization for the Gladys Ray Homeless Shelter for $6,010 and requires a $6,010 match.

The following budget adjustment is required:

2018 Revenue		
GRS ESG Federal	101-0000-331-12-44	$6010.00

Please feel free to call me at 241-1381, if you need additional information.

Suggested Motion: Move to approve the North Dakota Department of Commerce funding for the Gladys Ray Shelter.

RR/LA
Enclosure

FINANCIAL AWARD
NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS
SFN 4623 (05/02)

PART I
BASIC INFORMATION & SIGNATORY SHEET

PROJECT TITLE Emergency Solutions Grant	*INSTRUMENT TYPE* ☑ Grant ☐ Contract ☐ Cooperative Agreement *INSTRUMENT NUMBER* 4211-ESG17
RECIPIENT NAME AND ADDRESS Gladys Ray Shelter - City of Fargo 1519 1st Avenue South, Suite A Fargo, ND 58103	*GRANTOR* ND Department of Commerce Division of Community Services 1600 East Century Ave, Suite 2, PO Box 2057 Bismarck, ND 58502-2057 Phone: (701) 328-5300
RECIPIENT FEDERAL IDENTIFICATION NUMBER 070265871	*BUDGET/PROJECT PERIOD* 7/1/17 - 6/30/18 — *DATE* 05/29/18
RECIPIENT TYPE ☐ State Government ☐ Indian Tribal Government ☐ Local Government ☐ Individual ☐ Education ☐ For Profit Organization ☐ Hospital ☑ Other Nonprofit Organizations ☐ Other (Specify)_____	*FUNDING SOURCE* ☑ Federal $ 33,010.50 ☑ State $ 17,000.00 ☐ Other $ _____ State Discretionary Funds
FEDERAL AUTHORIZING LEGISLATION P.L. 101-625	*TYPE OF AWARD* ☐ New ☐ Renewal ☑ Amendment No. 02
FEDERAL GRANT NUMBER E-17-DC-38-0001	*CFDA NUMBER* 14.231
ADMINISTERING AGENCY Gladys Ray Shelter	*PROJECT ADMINISTRATOR* Jan Eliassen — *TELEPHONE* (701) 364-0116

PROCUREMENT METHOD (CONTRACTS)
☐ Formal Bid ☐ Noncompetitive Negotiation ☐ Small Purchase ☐ Competitive Negotiation

FUNDING AUTHORIZATION

1. DCS Funds Awarded This Action	$ 6,010.50	
2. DCS Carryover Funds Authorized	$	
3. DCS Previous Awards This Project Period	$ 44,000.00	
4. DCS Previous Deauthorizations This Project Period	$	
5. Current DCS Funds Authorized		$ 50,010.50
6. Recipient Share of Budget	$ 50,010.50	
7. Total Approved Budget		$ 100,021.00

REMARKS
This amendment adds $6,010.50 in federal ESG funds for additional Rapid Re-Housing activities. All other terms and conditions remain the same.

This award agreement is entered into by the *RECIPIENT* and *GRANTOR* specified above. The *RECIPIENT* agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this Signatory Sheet, the attached Terms and Conditions, the attached Budget, and incorporated or referenced Work Program or Application.

EVIDENCE OF RECIPIENT ACCEPTANCE		*EVIDENCE OF GRANTOR ACCEPTANCE*	
NAME Jan Eliassen Timothy J. Mahoney		*NAME* Bonnie Malo	
TITLE Director Mayor, City of Fargo	*Date*	*TITLE* Director	
SIGNATURE X	*DATE* 6/4/18	*SIGNATURE* X	*DATE*

Ruth Roman
Ruth Roman, Director of Public Health — Date 6/5/18

CITY OF Fargo Fire Department

10

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **FIRE CHIEF STEVE DIRKSEN**

DATE: **JUNE 14, 2018**

SUBJECT: **RFP FOR FIRE DEPARTMENT TURNOUT GEAR**

An RFP, Ad Number RFP18162, was advertised and four responses were received and opened at 2:00 PM, Friday, May 25, 2018 for the purchase of structural turnout gear for use by employees of the Fire Department. Four companies submitted proposals for evaluation.

A committee consisting of departmental personnel, conducted wear testing and evaluated the proposals. The committee evaluation concluded that three manufacturers met the general requirements. The results of the wear test and grading of the RFPs resulted in the committee recommendation to award the contract to Great Plains Fire Equipment.

The RFP provides a price for purchasing structural firefighting coats and pants. The Fire Department budgets $50,000 annually to replace firefighting personal protective equipment. The RFP includes a guaranteed price for two years at $2,410 per set, with a third year increase to $2,530.50.

RECOMMENDED MOTION: Approve a three-year contract with Great Plains Fire Equipment for the purchase of structural firefighting gear.

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

CITY OF Fargo Fire Department

MEMORANDUM

TO: Fire Chief Steve Dirksen
FROM: Bunker Gear Committee
DATE: June 7, 2018
SUBJECT: Turnout coat and pant selection

Chief Dirksen,

The bunker gear committee met throughout the week of May 28th for the purpose of evaluating proposals provided by four companies to supply the Fargo Fire Department turnout coats and pants for the next three years. Each committee member evaluated the proposals and were able to try on each of the sets of turnout gear that we were evaluating during the meetings. Committee members were then asked to grade each of the sets of turnouts based on several criteria including how it fit, design, construction, and price. The four companies that submitted proposal for evaluation were Globe, Morning Pride, Lion, and InnoTex.

It was the committee's consensus that three manufacturers provided proposals for turnout gear that met the general requirements that had been developed by the committee and provided to each manufacturer prior to their submission of their proposal with Lion being the only one that did not meet our general requirements.

After averaging the scores from the all the grading sheets, the committee is recommending that the Fargo Fire Department goes with InnoTex turnout gear from Great Plains Fire Equipment for the next three years. The price for each set of gear will be $ 2410.00 the first and second years and an increase to $ 2530.50 the third year. Each set of gear will include coat, pant, ladder belt, and ladder tether with carabineer.

Lee Soeth
Committee chair

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

Name

Bunker gear scoring sheet

Point possible	Category	Globe	Lion	Morning Pride	InnoTex	
140	Quality and Experience of Company					
	Manufacturer (5 points)	22	22	28	26	M&T
	Dealer (5 points)	26	22	30	30	M&T/Great Plains
	Support and Delivery (5 points)	22	18	28	28	M&T/Great Plains
	Warranty (5 points)	25	23	24	24	Grand Forks
280	Suit design					
	Coat design and fit (10 Points)	34	56	54	62	InnoTex
	Pants design and fit (10 Points)	22	53	57	63	InnoTex
	Suit mobility (10 Points)	25	56	51	64	InnoTex
	Suit features (10 Points)	34	51	52	68	InnoTex
140	Construction Quality					
	Coat construction (10 Points)	43	53	55	61	InnoTex
	Pants construction (10 Points)	44	52	55	62	InnoTex
140	Price	91	62	130	87	Morning Pride
700	Total	388	468	564	575	InnoTex
	Average	55.43	66.86	80.57	82.14	
	Total without price involved	297	406	434	488	
	Average	42.43	58.00	62.00	69.71	

Fargo Public Library

(11)

June 4, 2018

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA (150)
Director
Fargo Public Library

In order to be in compliance with the State Library of North Dakota and remain eligible for State Aid to Libraries the governing body of the City must be represented by a designee on the Library Board. The Library Board has identified current Library Board President Rachael Steenholdt as the City's governing body designee and identified all future Library Board Presidents as the designated representative of the City's governing body.

Recommended motion:
I/We hereby move to confirm Library Board President Rachael Steenholdt as the designated representative of the City's governing body on the Library Board and future Library Board Presidents as the designated representative of the City's governing body.

Attachments:
Library Board Minutes 5.15.2018

Board of Directors
Fargo Public Library
Northport Library
2714 N Broadway Fargo, ND 58102
4:00 PM
Minutes of May 15, 2018

Board Members Present: Rachael Steenholdt, Jan Ulferts Stewart, Mary Dickson, Carrie Peterson
Board Members Absent: Carlos Hawley Jr., Scott Beaulier, Mary Batcheller
Staff: Tim Dirks, Betsy Dauer, Lauren Johnson
Others Present:

President, Rachael Steenholdt called the meeting to order at 4:00 PM, and a quorum was declared.

Order of Agenda
A motion was made by Mary Dickson to approve the Order of the Agenda. Jan Ulferts Stewart seconded the motion; motion carried.

Minutes of April 17, 2018 Regular Meeting
Jan Ulferts Stewart moved to approve the minutes of the April 17, 2018 meeting. Mary Dickson seconded the motion; motion carried.

Staff Report
Staff updates and Staff development activities:

- Branch Library Associate I Kelsey Schmidt has put in her notice. Kelsey had worked at the branch libraries for 7 years. Circulation is currently accepting applications for her part-time position.
- The City Finance Committee approved the Library's request for contract security and two Full-Time Library Associate II positions. Circulation is currently accepting applications for these two positions.
- Officer Jesseca White stopped by the library on Apr. 27th to speak with library staff about incident reports and communicating with dispatch. We learned how to communicate more efficiently with dispatch, including ways to be a better witness. We also took a field trip over to the Municipal Court House.
- This is my (Lauren Johnson) last month as the Library Board staff liaison. My two year term is up and we are looking for a replacement.

Programming:
Upcoming events *(a partial and incomplete list):*

- The 4-part Spring Gardening series of informational and hands-on gardening sessions at the library continues this May. These 60-minute workshops will be held at the downtown Main Library. Workshop dates: ***Gardening*** with Eric Baker of Baker's Nursery and Gifts **Tuesday, May 15 – Main Library at 7 p.m.** The ***Blossom Barter*** **on Tuesday,**

May 22 – Main Library at 7 p.m. – where patrons have an opportunity to share their love of gardening. Participants are asked to bring healthy divided or sprouted bedding plants to exchange.

- The newly released book, ***1957 Fargo Tornado***, contains over 200 images from the Cal Olson Photograph Collection and other photograph collections held at the NDSU Archives. Authors Trista Raezer-Stursa, John Hallberg, and Lisa Eggebraaten will share the story of the tornado and the process of using archival documents to create this book. Books will be available for purchase. **Monday, May 21 – Main Library at 7 p.m.**
- The Summer Reading Program :

The 2018 Summer Reading Program theme is Libraries Rock! With the theme focusing on music. The Children's program beings June 4th and runs through August 4th. Kids can earn a prize for every 10 hours they read, and earn a free book if they read 40hr. We have lots of great programs happening this summer, including a week of LIVE music performances in July. We are also having the Fargo History Hunt again this summer with all new buildings to discover. We want to say thank you to the Friends for funding the purchase the books we give out as prizes, the History Hunt, and the LIVE music performances.

Notable Past events & programs *(again, a partial list):*

Children's Programming:

- The Children's Department participated in many outreach visits this last month. We were at School's Alive at the Rustad Recreation Center in West Fargo, Family Fun Night at Agazzi, Diversity Day at Ed Clapp Elementary, an Earth Day Storytime at Natural Grocers, and Bingo Night at Jefferson Elementary. At these events we offered crafts for kids, we made library cards, checked out books to patrons, and spoke to the community about the Summer Reading Program.

The Summer Reading Program video was shown for the Board.

President, Rachael Steenholdt opened the floor for comments. The Board expressed their thanks to Lauren Johnson for her time as the staff liason.

Director's Report

Director Tim Dirks referred the Board to his written report in the Board Packet focusing on a meeting with City Finance. The Finance Committee unanimously approve the request for 2 additional LA2's and security coverage. The next step will be to have the City Commission approve the same.

President, Rachael Steenholdt opened the floor for comments. No comments.

Statistical Reports

Usage

The library had 38,796 registered patrons for the month of April. Attendance was up 1% year to date. Program attendance was up 9% year to date. Volunteer hours were down 11% year to date due to being down a shelving volunteer. Internet signups were up 3% year to date. Print

circulation was up 2.06% year to date. Nonprint circulation was up 0.48% year to date. Total circulation year to date is 325,668 circulations.

Financials
There was no incoming donations. Expenditures of donations totaled $92,612 which included the first part of the Dusek donation transfer to the FM Area Foundation. The year is 33% lapsed while the budget is 33.78% expended. Revenue is approximately where it was anticipated to be at $28,056.66.

President, Rachael Steenholdt opened the floor for comments. President, Rachael Steenholdt asked if there was construction planned around any library branches that we know of. Director Dirks was not aware of any construction that will impact library operations.

Friends of the Library Report
There was no Friends report.

Old Business
No old business.

New Business
2019 Budget Proposal
Director Dirks referred the Board to the 2019 Budget Proposal in the Board Packet. Director Dirks is requesting an aggregate net increase of $145,229 for fiscal year 2019.

After Board discussion a motion was made by Jan Ulferts Stewart to approve the 2019 Budget Proposal as presented. Mary Dickson seconded the motion; motion carried.

Statewide Database Agreement
Director Dirks referred the Board to the Online Dakota Information Network (ODIN) Participation Agreement in the Board Packet. Director Dirks explained the Fargo Public Library's participation in this agreement offers pricing for electronic library services that would not be available otherwise. A final price is not defined in the agreement rather a formula for statewide database costs shared with other entities that will be determined after MINITEX bills ODIN. This agreement is from July 1, 2018 – June 30, 2019. Fargo Public Library will be billed semi-annually, half in August 2018 and half in January 2019.

After Board discussion a motion was made by Jan Ulferts Stewart to approve the Online Dakota Information Network (ODIN) Participation Agreement – Statewide Databases as presented. Mary Dickson seconded the motion; motion carried.

City Governing Body Representative Designee
Director Dirks explained that to qualify for financial aid from the State of North Dakota the Board needs a representative designee on the Board.

After Board discussion a motion was made by Mary Dickson to add language to the Board Bylaws that the Board President would automatically be the representative designee. Carry Peterson seconded the motion; motion carried.

Public Comment
There was no public comment.

Next Board Meeting
The next regular Board Meeting is scheduled for Tuesday, June 19, 2018.

The meeting adjourned at 4:55 PM.

Respectfully submitted,

Betsy Dauer

CITY OF Fargo

(12)

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

June 14, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator BPG
Re: City Hall Construction – Mechanical Contract Change Order #15
Electrical Contract Change Orders #14 and #15

Attached, please find copies of Change Orders associated with the City Hall construction project. A description of the change orders and associated dollar amounts is shown below:

Mechanical Contract

Change Order #15 ***$491.00***

- Relocate thermostat for VAV box V2-18.

Electrical Contract

Change Order #14 ***$47,753.43***

- Extend electrical duct bank 60' north to revised service transformer location.
- Additional data and power cabling to miscellaneous locations.

Change Order #15 ***$2,299.98***

- Electrical work to add three OSD switches to DIRTT wall system and three light fixtures.

With approval of the above referenced change orders, an updated summary of the construction contracts would be as follows:

PROJECT SUMMARY

Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	$16,442,900	$783,745	$17,226,645	4.77%
Mechanical	Robert Gibb	$3,447,000	$114,592	$3,561,582	3.32%
Electrical	Sun Electric	$2,607,000	$175,966	$2,782,966	6.75%
Total		**$22,496,900**	**$1,074,293**	**$23,571,193**	**4.78%**

Please note that the current amount includes an owner directed change order in the amount of $396,565 for the addition of curtain windows to City Hall. Without the owner directed change order, the current amount is within 3.01% of the original bid price.

Similarly, a summary of the overall project budget would be as follows:

BUDGET SUMMARY			
Budget Category	**Original Total**	**Current Total**	**Paid To-Date**
City Hall Construction	$22,000,000	$23,571,193	$21,854,760
FF&E	$1,775,000	$1,495,000	$0
Centennial Hall Demo	$600,000	$772,468	$772,468
Professional Fees	$1,400,000	$1,706,719	$1,706,719
Contingency	$1,940,767	$170,387	NA
Total	**$27,715,767**	**$27,715,767**	**$24,333,947**

Your consideration in this matter is greatly appreciated.

Suggested Motion:

Approve the following change orders associated with the City Hall construction project:

Mechanical Contract	Robert Gibb	Change Order #15 in the amount of $491.00
Electrical Contract	Sun Electric	Change Order #14 in the amount of $47,753.43
		Change Order #15 in the amount of $2,299.98

C: Mike Redlinger, Assistant City Administrator
Kent Costin, Finance Director
Erik Johnson, City Attorney
Terry Stroh, TL Stroh Architects

City Hall Construction Report - Contractor Progress Payments (6/14/18)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	$ 16,442,900	$ 783,745	$ 17,226,645	$ 15,790,457	$ 1,436,188
Mechanical	Robert Gibb	$ 3,447,000	$ 114,582	$ 3,561,582	$ 3,461,746	$ 99,836
Electrical	Sun Electric	$ 2,607,000	$ 175,966	$ 2,782,966	$ 2,602,557	$ 180,409
Total		**$ 22,496,900**	**$ 1,074,293**	**$ 23,571,193**	**$ 21,854,760**	**$ 1,716,433**

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	$ 22,000,000	$ 23,571,193	$ 21,854,760
FF&E	$ 1,775,000	$ 1,495,000	$ -
Centennial Hall Demo	$ 600,000	$ 772,468	$ 772,468
Professional Fees	$ 1,400,000	$ 1,706,719	$ 1,706,719
Contingency	$ 1,940,767	$ 170,387	$ -
Total Budget	**$ 27,715,767**	**$ 27,715,767**	**$ 24,333,947**

CHANGE ORDER SUMMARY

General Contract		**$ 783,745**
#1	Addition of curtain wall windows.	$ 396,565
#2	Revisions to generator building to accommodate mechanical changes.	$ 3,260
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping. Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer.	$ 26,160
#4	Provide additional point load to three joists per structural engineer.	$ 46,014
#5	Design revisions to third floor.	$ 18,918
#6	Commission chamber revisions to remove windows and replace with Pre-Fin metal wall panels for televising clarity and security.	$ 45,463

#7	Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits.	$	61,866
#8	Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	$	26,049
#9	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door. IS request to install 3/4" CDX plywood backing behind gypsum board.	$	13,774
#10	Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	$	46,706
#11	Geofoam foundation system.	$	20,801
#12	Floor plan revisions to Commission offices.	$	5,000
#13	Plywood backing behind gypsum board sheathing in IS Department.	$	240
#14	Tile work trim change from stainless steel to aluminum with nickel finish. Delete geo-foam at SE Chambers corner to accommodate wall and ramp.	$	(23,168)
#15	Provide heavier framing at Chambers. Provide a 1-hour rating around beam at north Chamber wall.	$	2,350
#16	Eliminate some lockers and one bench in E107. Change from single tier lockers to two tier lockers.	$	(2,854)
#17	Provide painted drywall access doors in Rooms W118 and Lobby A101. Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	$	6,961
#18	Install Phantom 5000 low-profile egress window in CW-180.	$	4,042
#19	Subgrade, drain tile and concrete changes at floatable floodwall.	$	26,725
#20	Repair of church driveway. Fire extinguisher and cabinet recess changes.	$	8,794
#21	Install db Bloc acoustical sound membrane between Rooms W336 and W337 150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall. Cabinet changes for all floors	$	15,063
#22	Add layer of acoustical sound batts above acoustical ceiling tiles. Add hollow metal window frame and tempered glass for Buildings & Grounds.	$	4,064
#23	Add tyvek behind aluminumwindow extensions. Additional framing, flashing and waterproofing at front entrance. Add lock cylinders at DIRTT wall system.	$	7,833
#24	Additional cost for design changes to foundation for floatable flood wall systm.	$	23,119

Mechanical Contract		**$**	**114,582**
#1	Addition of sump pits and domestic water service.	$	13,222
#2	Pricing reduction for control dampers.	$	(4,100)
#3	Design revisions to third floor and HVAC modifications.	$	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	$	20,956
#5	Revised ductwork routing and sizing associated with floor plan revisions.	$	13,072
	Revise boiler venting to achieve 4' separation per State inspector.		
	Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor in the added fire pump room.		
#6	Revise air ductwork routing and RA opening locations in IS data center room.	$	4,930
#7	Change location of natural gas meter and provide additional piping, etc.	$	3,023
#8	Ductwork revisions at W106, W107, W108 and W128.	$	5,627
	Additional sprinklers at A/V room and stair 3-STR-D.		
#9	Fuel costs for temporary heating during winter construction.	$	6,392
#10	Fuel costs for temporary heating during winter construction.	$	2,165
#11	Two additional fire smoke dampers in Data Room E308.	$	4,881
#12	Generator coolant piping insulation.	$	4,881
#13	Modification of sprinkler head layout to accommodate DIRTT wall system.	$	2,543
#14	Provide and install one R-10 bar grille in lieu of two R-3 return air grilles.	$	483
#15	Relocate thermostat for VAV box V2-18.	$	491
Electrical Contract		**$**	**175,966**
#1	Relocate emergency generator for City Hall and Civic temporary power.	$	12,960
#2	Design revisions to third floor.	$	2,797
#3	Revise voltage of UPS to 480V in lieu of 208V.	$	(3,341)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	$	1,396
#5	IS requested revisions to training room.	$	29,075
	Floor plan revisions for lighting and lighting control.		
#6	Electrical work associated with the added fire pump room.	$	1,857
#7	Floor plan revisions to Commission offices.	$	1,359
#8	Rough-ins for future panic buttons in reception areas.	$	1,744
#9	First floor office revisions for Inspections Department.	$	2,174
#10	First floor lighting revisions and third floor power/data revisions.	$	(1,303)

#11	Electrical work associated with the exterior LED lighting revisions.	$	55,832
#12	Add power and data for printers and shredders in W306. Generator electrical modifications. Miscellaneous rough-ins, conduit, wiring, etc.	$	19,377
#13	Electrical changes to pump station wiring and circuit breakers in HMSB.	$	1,986
#14	Extend service duct bank 60' north to revised service transformer location per Information Services. Additional data and power cabling to miscellaneous locations per information services.	$	47,753
#15	Electrical work to add three (3) OSD switches to DIRTT wall system and three (3) light fixtures.	$	2,300

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Mech-015	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 5/21/18	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Robert Gibb & Sons 2011 Great Northern Dr N Fargo, ND 58102	**CONTRACT DATE:** 6/7/16	FIELD: ☐
	CONTRACT FOR: Mechanical Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

M18+: Along with M18, relocate thermostat for V2-18.
ADD $491.00

The original Contract Sum was	$	3,447,000.00
The net change by previously authorized Change Orders	$	114,091.00
The Contract Sum prior to this Change Order was	$	3,561,091.00
The Contract Sum will be increased by this Change Order in the amount of	$	491.00
The new Contract Sum including this Change Order will be	$	3,561,582.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd	Robert Gibb & Sons	City of Fargo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102	2011 Great Northern Dr Fargo ND 58102	200 3rd St. N., Fargo, ND 58102
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh	Ed Trvet	
(Typed name)	*(Typed name)*	*(Typed name)*
5/21/18	5/25/18	
DATE	**DATE**	**DATE**

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User Notes: (3B9ADA0E)

2011 Great Northern Drive
FARGO, NORTH DAKOTA 58102
PHONE: 701.282.5900
FAX: 701.281.0819

April 22, 2018

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N.
Fargo, ND 58102

RE: New Fargo City Hall
RFI M18

Dear Mr. Stroh
Please find listed below our costs associated with RFI M18, relocate thermostat for V2-18.

Temperature Controls:		$ 425
	Subtotal:	$ 425
	Overhead:	$ 43
	Profit:	$ 23
	Grand Total Add:	**$ 491**

Please contact our office with any questions or concerns at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

Johnson Controls

PROPOSAL

Johnson Controls Inc
2320 12th St N
Fargo, ND 58102
Phone: 701-293-1140
Fax: 701-280-0787

To: Robert Gibb **PROJECT:** Fargo – New City Hall Date: 5/20/18

We propose to furnish the materials and/or perform the work described below for the net price of:
Four Hundred and Twenty-five Dollars and no/100: $425.00

For the Above price this proposal includes:
Includes Controls for:

- Relocate thermostat for VAV Box V2-18.
-

Also Includes:

- Project Management time to coordinate with electrical installer
- Engineering time to update the as builds
- Technical time to recheck the operation of the thermostat and to update the floor plans on the graphics

And is limited to that work defined by the following sections of the project specification:
Section 250060: Automatic Temperature Control Demolition
Section 250100: Automatic Temperature Control General Requirements
Section 250950: Automatic Temperature Control
Addenda 1, 2, 3, 4 & 5 Noted

Alternates to this Proposal:
None

This proposal does not include:

- Mounting of dampers, valves or wells.

(IMPORTANT: This proposal incorporates by reference the terms and conditions on the attached hereof.) This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.
This proposal is valid for 30 days.

_____
Purchaser – Company Name

_____
Signature

Name: _____

Title: _____

Date: _____

_____
Signature

Name: Dan Magrum
Title: LSS
Date: 5/20/2018
Mobile: 701-361-7289
JOHNSON CONTROLS, INC.

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

SCOPE OF WORK: This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.

1. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-sire storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement **an advance payment equal to 10% of the contract price,** which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
2. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
3. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Johnson, for a one (1) year from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson for any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall at its option, repair or replace the defective equipment. For equipment not installed by Johnson, if Purchaser returns the defective equipment to Johnson within thirty (30) days after appearance or discovery of such defect. Johnson shall, at its, option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by the Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
4. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
5. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
6. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontracts of Johnson, etc.
7. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
8. **ATTORNEY'S FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
9. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
10. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying Party.
11. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating tin any way to the project or project site.
12. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
13. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

Purchaser Initial here: _____

Joe Jenni

From: Ed Thvedt <ethvedt@robertgibb.com>
Sent: Tuesday, May 22, 2018 7:48 AM
To: Joe Jenni
Cc: 'Ross Young (ross.young@obernel.com)'
Subject: RE: Fargo City Hall - RFI M18
Attachments: RFI M18 Costs_Gibb.pdf

Joe,

Attached are our costs associated with relocating this thermostat.

Let me know if there are any questions.

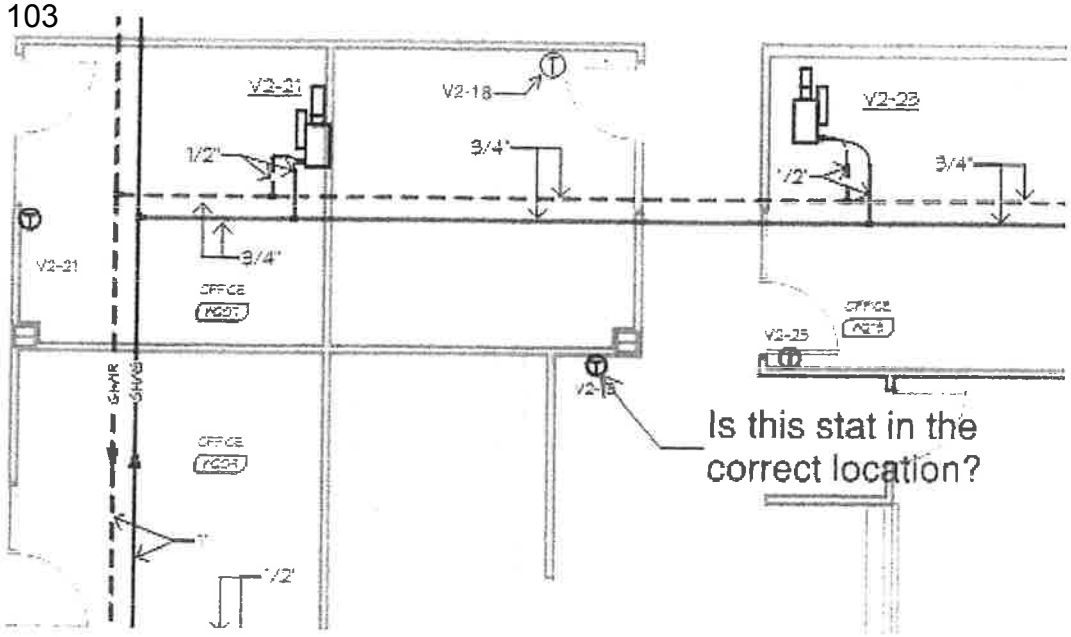
Thanks,

Ed Thvedt
Robert Gibb & Sons, Inc.
2011 Great Northern Dr | Fargo, ND 58102
Office: 701.282.5900 | Mobile: 701.219.3226
Direct: 701-404-2682

100 YEARS Preparing for Tomorrow

From: Ross Young [mailto:ross.young@obernel.com]
Sent: Tuesday, April 24, 2018 9:51 AM
To: Ed Thvedt
Cc: Joe Jenni (joej@tlstroh.com)
Subject: RE: Fargo City Hall - RFI M18

Yes, the thermostat should be relocated to the office just north of there (Office W205) which is served by V2-18.



Thanks,

Ross Young
Mechanical Engineer-In-Training

Obermiller Nelson Engineering
2201 12th St. N. Suite E, Fargo, ND 58102

(701) 280-0500
(701) 551-5762
(701) 799-0055

From: Ed Thvedt [mailto:ethvedt@robertgibb.com]
Sent: Tuesday, April 24, 2018 8:48 AM
To: Ross Young <ross.young@obernel.com>
Cc: Joe Jenni (joej@tlstroh.com) <joej@tlstroh.com>
Subject: RE: Fargo City Hall - RFI M18

Ross,

We have a question on the location of Thermostat V2-18. I marked it up on the attached RFI response. This stat did not appear to get relocated per this RFI which was in response to PR – M09. It is currently installed per the plans but V2-18 does not serve that area.

Let me know your thoughts as we feel this should be relocated.

Thanks,

Ed Thvedt

Robert Gibb & Sons, Inc.
2011 Great Northern Dr | Fargo, ND 58102
Office: 701.282.5900 | Mobile: 701.219.3226
Direct: 701-404-2682



100 YEARS Preparing for Tomorrow

From: Ross Young [mailto:ross.young@obernel.com]
Sent: Thursday, July 27, 2017 11:53 AM
To: Ed Thvedt
Subject: Fargo City Hall - RFI M18

Ed,

We're having some trouble downloading and viewing the RFI18 – PRM09 T-stat Locations that's on submittal exchange from last week. Could you try resubmitting that one or email it to me so we can get it addressed?

Thanks,



Ross Young
Mechanical Engineer-In-Training

Obermiller Nelson Engineering
2201 12th St. N. Suite E, Fargo, ND 58102

O: (701) 280-0500
D: (701) 551-5762
M: (701) 799-0055
W: www.obernel.com



AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Elec#014	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 5/30/18	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Sun Electric Inc 411 39th St NW Fargo, ND 58102	**CONTRACT DATE:** 6/7/16	FIELD: ☐
	CONTRACT FOR: Electrical Construction	OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See attached breakdown of changes.
ADD $47,753.43

The original Contract Sum was	$	2,607,000.00
The net change by previously authorized Change Orders	$	125,913.25
The Contract Sum prior to this Change Order was	$	2,732,913.25
The Contract Sum will be increased by this Change Order in the amount of	$	47,753.43
The new Contract Sum including this Change Order will be	$	2,780,666.68

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd **ARCHITECT** *(Firm name)*	Sun Electric Inc **CONTRACTOR** *(Firm name)*	City of Fargo **OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 **ADDRESS**	411 39th St NW Fargo, ND 58102 **ADDRESS**	200 3rd St. N., Fargo, ND 58102 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh *(Typed name)*	Harold Chyle *(Typed name)*	*(Typed name)*
5/30/18 **DATE**	5-31-2018 **DATE**	**DATE**

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User Notes: (3B9ADA1C)

Ele #14	Add FA to additional tamper/flow switches SW basement.	WO18735	$934.0
	Add FA pullstation on north stair and south stair in basement.	WO18756	$1,165.1
	Add FA smoke detector lobby B108.	WO18757	$383.9
	Add FA smoke detector above FA panel in receiving E102A.	WO18758	$308.3
	Add 3-#3 cu THHN from fire pump controller to fire pump for wye/delta starting.	WO18762	$2,090.0
	Add data and power north of men's E210.	WO18730	$268.7
	Add power and data south of E106.	WO18734	$268.7
	Add power and data north of storage W221.	WO18732	$481.9
	Add power and data E208.	WO18733	$325.8
	Add data rough-in in work room 215.	WO18731	$186.2
	Add power and data new workroom south of E201.	WO18729	$596.1
		WO18747	
	Add FPM, A/V and floorbox E121	and 18748	$5,299.7
	Add power for breakroom W321 water heater.	WO18752	$354.5
	Add data and power for reception cpu location.	WO18728	$482.4
	Add power and data w316 file/storage.	WO13587	$315.8
	Relocate under cabinet lighting flex cabinet layout change.	WO18736	$1,472.0
	Relocate power and data 1st floor chambers SE wall and SW wall for new glass walls.	WO18737	$256.8
	Change hallway light E123w to emergency after wall change.	WO18738	$143.1
	Drop fixture down and attach to grid in room A109 - ACT ceiling added.	WO18739	$148.5
	Drop fixture down and attach to grid in room W117 - ACT ceiling added.	WO18740	$148.5
	Pull cat-5 from chambers E128 to lobby A101 bridge for added network lighting change.	WO18741	$444.8
	Add I-pad dock station, fresco touch screen and GFX wall station in A/V E127, and E127A.	WO18742	$593.5
	Add fridge in B106 block wall.	WO18743	$786.
	Demoed data and power E127A SW, installed rough-in for new monitor, relocated broadcast connection box.	WO18744	$2,001.
	Relocate FA horn/strobe for cabinet changes 2nd floor E206.	WO18745	$219.
	Add data room 325 and 333.	WO18751	$237.
	Remove rec., add box extensions and re-install. West wall of workroom E206, cabinet layout change.	WO18775	$287.
	Add door access for door E127.	WO18774	$360.
	Add door access for new door north of E124.	WO18772	$549.
	Add door access conduit and power to door w234A.	WO18769	$549.
	Add door access conduit and power to A103C.	WO18771	$526.
	Add door access conduit and power to door E204.	WO18768	$557.
	Add door access for door I-STR-A2.	WO18733	$549.
	Relocate AC rec. and GFCI test switch before sheetrock for cabinet layout change, breakroom W222 north.	WO18778	$142.
	Relocate GFCI test sw and AC rec. east before sheetrock for cabinet layout change. Breakroom E214 north.	WO18776	$142
	Relocate dishwasher, AC rec. and GFCI test sw before sheetrock for cabinet layout change, breakroom w211 south.	WO18777	$142
	Extend service duct bank 60' north to revised service xfmr location - Dig duct bank trench, install conduit, backfill, pull wire.	WO31352	$23,683
	Bond for these additional work orders.		$350
	Subtotal		$47,753

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18735

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City hall Tamper/flow Switch SW Basement	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
30'	Red 3/4" EMT	1	79	E	53	70
3	3/4" EMT coup	1	11	E	3	33
4	3/4" EMT start strap	2	73	E	10	92
40'	18-2 mapnet		40	E	16	–
2	I Am's	175	00	E	350	–
4	4sq Blank Covers	1	03	E	4	12
4	4sq JBox Deep	3	74	E	14	96
4	3/4" one hole straps	–	44	E	1	76
6	3/4" EMT con	–	95	E	5	70
1	3/4" LB & cover	15	52	E	15	52
	TOTAL MATERIALS				476	01

DESCRIPTION OF WORK

Add FA to additional tamper/flow switches SW Basement

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	5	70.00	350	–
FST	1.5	72.00	108	–
TOTAL LABOR			458	–
TOTAL MATERIALS			476	01
TOTAL OTHER				
TAX				
TOTAL			934	01

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18756

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city Hall basement FA pullstations	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	masonry box shallow	7	22	E.	14	44	Add FA pullstations on north stairs and
2	3/4" close nipple	1	99	E.	3	98	South stairs basement.
40'	3/4" Rigid Conduit	1	79	E	71	60	
6	3/4" Conduit coupling	1	11	E.	6	66	
5	3/4" one hole strap	--	41	E	2	10	
6	#12 anchors	1	26	E	6	30	
80'	18-2 unshielded		4/1	F	32	--	
2	FA pullstations	110	00	E	220	--	

OTHER CHARGES				
			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
Apprentice	5½	10.00	55	--
Journeyman	5h	10.00	550	--
FA	1.5	72.00	108	--
			TOTAL LABOR	808 --
			TOTAL MATERIALS	357 18
			TOTAL OTHER	
			TAX	
Thank You			TOTAL	1165 18

TOTAL MATERIALS 357 18

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18757

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall lobby B108 Smoke detector	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
6'	1/2" flex	1	25	E	7	50
1	ceiling 1-bar hanger	22	48	E	22	48
1	4 sq Deep Box	3	74	E	3	74
2	1/2" Flex conn	2	48	E	4	96
1	5/8" round mud ring	2	31	E	2	31
15'	18-2 magnet		.40	E	6	—
1	FA Smoke detector base	15	00	E	15	-
1	FA Smoke detector	110	00	E	110	-
	TOTAL MATERIALS				171	99

DESCRIPTION OF WORK

Add FA Smoke detector lobby B108

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	-
FST	1	72.00	72	-
TOTAL LABOR			212	-
TOTAL MATERIALS			171	99
TOTAL OTHER				
TAX				
TOTAL			383	99

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18758

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Cargo City Hall receptacle & FA Smoke	

TO: City of Cargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1	3/8" Round mudring	2 31	E	2 31	Add FA Smoke detector above FA panel
1	FA Smoke detector base	15 00	E	15 --	in receptacle & IDC. Required with
1	FA Smoke detector	110 00	E	110 --	the relocation of the FA panel.
10'	18/4 wire	40	C	4 -	

TOTAL MATERIALS 131 31

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
CST	1½	70.00	105 --
CST	1	72.00	72 --

TOTAL LABOR 177 --
TOTAL MATERIALS 131 31
TOTAL OTHER
TAX
TOTAL 308 31

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18762

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Fire pump controller	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
105'	#3 THHN	1.39	E.	145.95
3	#3 burndy crimps	15.44	E.	46.32
1	Roll 33+ blk tape	9.95	E.	9.95
1	Roll Friction tape	11.23	E	11.23
1	Roll Rubber tape	29.94	E.	29.94
2	1½" Raintight conn.	31.11	E	67.22
2	1½" Myers hub	17.81	E.	35.62
2	¾" myers hub	10.43	E.	20.86
2	¾" raintight conn.	9.71	E.	19.42
2	FA Iams	175.00	E.	350.00
2	4sq Deep JBox	3.74	E	7.48
2	4sq Blank covers	1.03	E.	2.06
4	Tapcon concrete anchor	1.26	E.	5.04
2	¾" chase nipples	1.99	E.	3.98
10'	18-2 magnet	.40	E.	4.-
	TOTAL MATERIALS			754.81

DESCRIPTION OF WORK

Add 3 - #3 copper THHN from Fire pump controller to fire pump for wye/Delta starting, change fittings to raintight per commission checklist. Add two Iams for extra checklist items.

OTHER CHARGES

TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	8	70.00	560.-
WST	8	70.00	560.-
FST	3	72.00	216.-

TOTAL LABOR	1336.-
TOTAL MATERIALS	754.81
TOTAL OTHER	
TAX	
TOTAL	2090.81

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18730

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City hall power & data north of Mens E210	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
1	Single gang deep cut in box	11	21	E.	11	21	Add data & power north of
1	pair F-straps	3	40	E.	3	40	Mens E210
15'	12-2 MC	-	93	E	13	95	
2	single MC conn.	2	03	E	4	06	
2	anti shorts	-	30	E	-	60	
1	ground tail	1	34	E	1	34	
1	Red wire nut	-	35	E	-	35	
1	20A duplex Rec	8	01	E	8	01	
1	Single dup Rec cover	3	84	E	3	84	
1	LV cut in ring	7	78	E	7	18	
15'	Jet Rec	-	10	E	1	50	
	black 1700 tape						
	½" black & clear labels						
	TOTAL MATERIALS				56	70	

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WSJ	2	70.00	140 --
PSJ	1	72.00	72 -
TOTAL LABOR			212 -
TOTAL MATERIALS			56 70
TOTAL OTHER			
TAX			
TOTAL			268 70

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18734

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo city hall power & data. South of E106	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
1	Single gang decp ent in box	11	27	E	11	27	Add power & data South of E106
1	Pair F. straps	3	40	E	3	40	
15'	12-2 MC	-	93	E	13	95	
2	Single mc conn.	2	03	E	4	06	
2	anti shorts	-	30	E	-	60	
1	ground tail	1	34	E	1	34	
1	red wire nut	-	35	E	-	35	
1	20A duplex rec	8	01	E	8	01	
1	single dup Rec cover	3	84	E	3	84	
1	LV Cut in ring	7	78	E	7	78	
15'	jet line						
	black tape 1700						
	½" black on clear lable						
					$6	70	
	TOTAL MATERIALS						

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	--
FST	1	72.00	72	
		TOTAL LABOR	212	--
		TOTAL MATERIALS	$6	70
		TOTAL OTHER		
Thank You		TAX		
		TOTAL	268	70

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18732

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall power & data. North of Storage W221	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	2 gang deep cut in box	11	27	E.	22	54	Add power & data north of storage W221
2	pair F. Straps	3	40	E.	6	80	
4	Single MC con	2	03	E	8	12	
4	anti shorts	-	30	E.	1	20	
4	3/8" MC one hole straps	-	44	E.	1	76	
30'	12-2 MC.	--	93	E.	21	90	
2	ground tail	1	34	E.	2	68	
2	Red wire nut	--	35	E.	--	70	
4	20A duplex rec.	8	01	E.	32	04	
2	Double duplex rec cover	3	84	E.	7	68	
2	Single gang LV Cut in ring	7	78	E	15	56	
30'	Jet line	--	10	E.	3	-	
	black 1700 tape						
	1/2" black on clear lable						
	TOTAL MATERIALS				129	98	

OTHER CHARGES				
TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	4	70.00	280	--
FST	1	17.00	17	
TOTAL LABOR			352	--
TOTAL MATERIALS			129	98
TOTAL OTHER				
Thank You	TAX			
	TOTAL		481	98

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18733

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city hall data & power E208	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1	2 gang deep cut in box	11 27	E	11 27	Add power and data E 208
1	pair E-straps	3 40	E	3 40	
2	single mc conn	2 63	E	4 06	
2	anti shorts	- 30	E	- 60	
2	3/8" mc one hole strap	- 44	E	- 88	
15'	12-2 mc	- 93	E	13 95	
1	ground tail	1 34	E	1 34	
1	red wirenut	- 35	E	- 35	
2	20A duplex rec	8 01	E	16 02	
1	double duplex rec cover	3 84	E	3 84	
1	Single gang LV cutin ring	7 18	E	7 18	
15'	jet line	- 10	E	1 50	
1	black 1700 tape	2 82	E	2 82	
1	½" black on clear table	11 05	E	11 05	

OTHER CHARGES				
TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	2½	10.00	175	-
FST	1	72.00	72	-
TOTAL LABOR			247	-
TOTAL MATERIALS			78	86
TOTAL OTHER				
TAX				
TOTAL			325	86

TOTAL MATERIALS	78	86

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18731

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city hall add data W215	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
1	LV cut in Bldg	7	78	E	7	78	Add data Rough In work Room
15'	Jet line	-	10	E	1	50	W215

TOTAL MATERIALS			9	28

OTHER CHARGES

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18729

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Power and data south of E201 Fargo city Hall	

QTY.	MATERIAL	PRICE	PER	AMOUNT
3	Single gang deep cut in box	11.27	E	33.81
3	pair F-Straps	3.40	E	10.20
45'	12-2 MC	.93	E	41.85
6	Single MC conn	2.03	E	12.18
6	anti shorts	.30	E	1.80
6	3/8" one hole straps	.44	E	2.64
1	4 11/16" Deep JBox	5.97	E	5.97
1	3/4" chase nipple	1.99	E	1.99
1	4 11/16" Cover	2.14	E	2.14
6	Red wirenuts	.35	E	2.10
4	ground tails	1.34	E	5.36
3	Single gang dup Rec coverplate	3.84	E	11.52
3	20A duplex Rec	8.01	E	24.03
2	LV Cut in Rings	7.78	E	15.56
30'	Jet line	.10	E	3.00
	black 1700 tape			
	1/2" Black on clear lables			
	TOTAL MATERIALS			174.15

DESCRIPTION OF WORK

Add power and data New workroom south of E201

OTHER CHARGES

		TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	5	70.00	350.00
FST	1	72.00	72.00
		TOTAL LABOR	422.00
		TOTAL MATERIALS	174.15
		TOTAL OTHER	
		TAX	
		TOTAL	596.15

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18747

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall E121	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
1	FPM Box	125	00	E	125	00
1	Round floor box	180	67	E	180	67
2	tube fire caulk	13	32	E	26	64
8	1¼" EMT [illegible]	3	55	E	28	40
80'	1¼" EMT	4	01	E	320	80
50'	1" EMT	2	46	E	123	–
4	1¼" EMT coup	3	66	E	14	64
4	1" EMT [illegible]	1	68	E	6	72
18	1¼" [illegible] one hole straps	1	18	E	21	24
9	1" one hole straps	–	75	E	6	75
13	adjustible box brackets	12	76	E	165	88
2	2" chase nipples	6	64	E	13	28
1	4 11/16 [illegible] Jbox	5	97	E	5	97
1	4 11/16 [illegible]	2	14	E	2	14
14	EZ anchors	1	26	E	17	64
12	3/8" one hole straps	–	44	E	5	28
5	4 sq [illegible] Jbox	3	74	E	18	70
4	single [illegible] 5/8" [illegible]	1	61	E	6	44
1	double [illegible] 5/8" [illegible]	2	48	E	2	48
1	12"x12"x4" Jbox [illegible]	63	05	E	63	05
6'	3/4 [illegible]	1	67	E	10	02
2	3/4" [illegible]	4	01	E	8	02
1	6"x6"x4" Jbox [illegible]	21	26	E	21	26
6	1¼" [illegible]	–	97	E	5	82
4	1¼" [illegible]	–	43	E	1	72
4	1" [illegible]	–	35	E	1	40
	TOTAL MATERIALS					

(continued on W.O. 18748)

DESCRIPTION OF WORK

Add FPM, A/V and floorbox E121

OTHER CHARGES

		TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
		TOTAL LABOR	
		TOTAL MATERIALS	
		TOTAL OTHER	
		TAX	
		TOTAL	

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18748

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall E101	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
6	300 duplex rec.	8	01	E.	48	06	Add Pwr, rpl and Change E101
1	1" Romex connector	-	64	E.	-	64	
3	1½ LB's	29	76	E.	89	28	
2	1½" LB covers	4	55	E	13	65	
30'	½" EMT	-	80	E.	24	-	
5	½" 2 set screw comp	-	76	E	3	80	
6	½" EMT Ins.	-	61	E	3	66	
6	½" EMT one hole strap	-	27	E	1	62	
1	½" LB	9	59	E.	9	59	
1	½" LB cover	3	75	E	3	75	
50'	12-2 NM	-	93	E.	46	50	
10	NM Conn.	-	03	E.	20	30	
1	NM assortment	-	30	E	3	-	
300'	#10 THHN	-	30	E.	90	-	
60'	#12 THHN	-	20	E	12	-	
6	4x4 mud rings	1	34	E	8	04	
2	2" square mud ring	1	02	E	2	04	
2	Deep switch box	11	27	E	22	54	
	1900 WP caps						
	labor						
4	Single gang duplex rec. covers	3	84	E.	15	36	
1	double duplex rec. cover	8	08	E	8	08	
1	Pow-R-Bac Box Assy	483	95	E	483	95	
12	red wire nuts	-	35	E.	4	20	
60	4" x 4" box covers	17	83	C.	10	70	
	TOTAL MATERIALS				2,133	72	

(Continued on W.O. 18711)

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

OTHER CHARGES				
			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
WST	4	70.00	280	-
WST	33	70.00	2310	-
CST	8	72.00	576	-
			TOTAL LABOR	3,166 -
			TOTAL MATERIALS	2133 72
			TOTAL OTHER	
Thank You			TAX	
			TOTAL	5,299 72

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18752

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall W321 Water heater	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
15	12-2 MC	–	93	E	13	95
2.	MC Con.	2	63	E	4	06
2	MC outlet boxes	–	30	E.	–	60
1	Single Deep cut in box	11	27	E	11	27
1	Box F Straps	3	40	E	3	40
2	3/8" on hole straps	–	44	E	–	88
2	EZ anchors	1	26	E	2	52
1	ground tail	1	34	E	1	34
1	Red wire nut	–	35	E	–	35
1	20A GFCI duplex rec.	32	08	E	32	08
1	GFCI cover plate	2	10	E	2	10
	(100 blk tape					
	lables					
	TOTAL MATERIALS				72	55

DESCRIPTION OF WORK

Add power for breakroom W321 water heater cut into lower cabinet

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	3	70.00	210	–
FST	1	72.00	72	–
TOTAL LABOR			282	
TOTAL MATERIALS			72	55
TOTAL OTHER				
TAX				
TOTAL			354	55

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18778

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city hall w230 west	

QTY.	MATERIAL	PRICE	PER	AMOUNT
2	4sq Box	3 74	E.	7 48
1	Stud box bracket	12 76	E	12 76
1	Single gang mudring	1 61	E.	1 61
1	double gang mudring	2 48	E	2 48
10'	12-2 mc	- 93	E	9 30
2	Single Mc con	2 03	E	4 06
4	3/8" one hole straps	- 44	E.	1 76
1	ground tail	1 34	E	1 34
2	double duplex rec.	8 01	E.	16 02
1	double gang plastic spacer	3 14	E	3 14
1	single gang plastic spacer	3 14	E	3 14
1	double gang duplex Rec cover	8 68	E	8 68
20'	1" EMT	2 46	E	49 20
1	1" EMT Con	2 -	E	2 -
4	1" EMT coup	1 68	E.	6 72
1	1" EMT plastic bushing	- 35	E	- 35
3	red wirenuts	- 35	E	1 05
	black 1700 tape			
	1/2" black on clear cable			
	TOTAL MATERIALS			130 49

DESCRIPTION OF WORK

Add data and power for reception cpu location.

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
W ST	4	70.00	280 -
F ST	1	72.00	72 -
		TOTAL LABOR	352 -
		TOTAL MATERIALS	130 49
		TOTAL OTHER	
		TAX	
		TOTAL	482 49

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

13587

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall W316	

QTY.	MATERIAL	PRICE	PER	AMOUNT
2	Single gang Deep cut-in Box	11 27	E	22 54
10'	3/4" flex	1 61	E	16 70
2	3/4" flex con Straight	4 01	E	8 02
1	1" EMT one hole straps	- 75	E	- 75
15'	12-2 MC	- 93	E	13 95
2	3/8" MC one hole strap	- 44	E	- 88
2	3/8" MC Snap in conn.	2 03	E	4 06
2	MC Anti-short Bushing	-- 30	E	-- 60
4	Red wire nuts	- 35	E	1 40
2	ground tails	1 34	E	2 68
1	20A Dup Rec.	8 01	E	8 01
1	Single gang Dup Rec. Cover	3 84	E	3 84
2	pair F-Straps	3 27	E	6 54
1	black 1700 tape	2 82	E	2 82
1	1/2" Black on clear lable	11 05	E	11 05
	TOTAL MATERIALS			103 84

DESCRIPTION OF WORK

Add power and data W316 File/storage

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
WST	2	70.00	140 -
FST	1	72.00	72 -
		TOTAL LABOR	212 -
		TOTAL MATERIALS	103 84
		TOTAL OTHER	
		TAX	
		TOTAL	315 84

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18736

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city Hall under cabinet lighting	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
	TOTAL MATERIALS			

DESCRIPTION OF WORK

Relocate under cabinet lighting flex, Cabinet layout change. W111, W128N, W215, E206, E213, W230, W306, E307, W327 and E315

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	20	70.00	1400 -
F ST	1	72.00	72 -
TOTAL LABOR			1472 -
TOTAL MATERIALS			—
TOTAL OTHER			
TAX			
TOTAL			1472 -

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18737

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall E128 glass walls	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
30'	3/4" EMT	1	42	E.	42	60	Relocate power and data 1st floor
2	3/4" EMT coup	1	11	E	2	22	chambers SE wall & SW wall for new glass walls.
	TOTAL MATERIALS				44	82	

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	3	70.00	210 -
FST	1	72.00	72 -
TOTAL LABOR			282 -
TOTAL MATERIALS			44 82
TOTAL OTHER			
TAX			
TOTAL			326 82

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18738

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall Fire hallway light E123	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1	k.o. closure ½"	1 14	E	1 14	Change hallway light E123 w To Emergency after wall change.

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	1	70.00	70 -
FST	1	72.00	72 -

TOTAL LABOR	142 -
TOTAL MATERIALS	1 14
TOTAL OTHER	
TAX	
TOTAL	143 14

TOTAL MATERIALS 1 14

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18739

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall A109 lighting	

TO city of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	caddy grid clips	3	27	E	6	54	Drop fixture down and attach to grid in room A109. ACT ceiling Added.
	TOTAL MATERIALS				6	54	

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	1	70.00	70	--
FST	1	72.00	72	-
TOTAL LABOR			142	-
TOTAL MATERIALS			6	5
TOTAL OTHER				
TAX				
TOTAL			148	5

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18740

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall WIN lighting	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	Cable grid clips	3	27	E	6	54	Drop fixture down and attach to grid in room WIN. ACT ceiling added
	TOTAL MATERIALS				6	54	

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
WST	1	70.00	70	--
FST	1	72.06	72	--
		TOTAL LABOR	142	--
		TOTAL MATERIALS	6	54
		TOTAL OTHER		
		TAX		
Thank You		TOTAL	148	54

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18741

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall E128 network lighting	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
100'	Cat-5	-91	E.	91 --	Pull cat-5 from chambers E128
2	RJ45 connectors	-93	E.	1 86	to lobby A101 bridge for added network lighting change.

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18742

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall E127, E127A network lighting Rough in	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
3	3/4" EMT con	-	95	E	2	85
40'	3/4" EMT	1	42	E	56	80
3	3/4" white plastic bushing	-	19	E	-	57
1	4 sq Blank Plate	1	03	E	1	03
1	3 gang mas[illegible] Box	21	73	E	21	73
3	4 sq Boxes Deep	3	74	E	11	22
1	1 1/4" 4 sq Mudring single gang	3	16	E	3	16
1	5/8" 4 sq Double gang mudring	1	61	E	1	61
	TOTAL MATERIALS				99	57

DESCRIPTION OF WORK

Add Ipad dock station, Fresco touch screen
GFX wall station in A/V E127, E127A

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	5	70.00	350	-
FST	2	72.00	144	-

TOTAL LABOR	494	-
TOTAL MATERIALS	99	57
TOTAL OTHER		
TAX		
TOTAL	593	57

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18743

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Fridge B106	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
2	ground rod	1 34	E	2 68
2	4 sq Deep Box	3 74	E	1 48
2	2" single gang Mud ring	9 25	E	18 50
10'	3/4" PVC Sch 40	- 71	E	7 10
4	3/4" PVC 90° Sweep	1 63	E	6 52
4	3/4" PVC female adapters	- 94	E	3 76
8	3/4" EMT conn.	- 95	E	7 60
10'	3/4" EMT	1 42	E	14 20
1	20A duplex Rec.	8 01	E	8 01
1	duplex Rec. cover plate	3 84	E	3 84
1	20A GFCI Test Swr	32 08	E	32 08
1	Single gang plate for Test Swr	4 20	E	4 20
150'	# 12 THHN	- 20	E	- 30
1	Duct tape	16 82	E	16 82
1	1700 Tape	2 82	E	2 82
5	Red wire nuts	- 35	E	1 75
	TOTAL MATERIALS			140 48

DESCRIPTION OF WORK

Add fridge in B106. Block wall

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
FST	8	12.00	576 -
WST	1	70.00	70 -
TOTAL LABOR			646 -
TOTAL MATERIALS			140 48
TOTAL OTHER			
TAX			
TOTAL			786 48

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18744

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME City of Fargo E127A SW monitor	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
20'	2" EMT	5	74	E	114	80
4	2" EMT con.	7	25	E	29	-
1	12x12x4" Nemi JBox	63	05	E	63	05
10'	Deep Calv Slotted Strut	4	04	E	40	40
4	2" EMT Strut straps	2	61	E	10	44
30'	1" EMT	2	46	E	73	80
6	1" EMT con.	2	-	E	12	-
2	1" plastic bushing	-	35	E	-	70
2	4sq Deep JBox	3	74	E	7	48
2	Double gang 1½" mudring	8	96	E	17	92
5	adjustable bar brackets	12	76	E	63	80
6	1" EMT oxalate straps	-	75	E	4	50
34	self tap screws	-	58	E	19	72
	TOTAL MATERIALS				457	61

DESCRIPTION OF WORK

Demoed Data & power E127A SW,
Installed rough in for new monitor.
Relocated Broadcast connector Box.

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	10h	70.00	700	-
WST	10h	70.00	700	-
FST	2h	72.00	144	-

TOTAL LABOR	1544	-
TOTAL MATERIALS	457	61
TOTAL OTHER		
TAX		
TOTAL	2001	61

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18745

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall FA Hornstrobe E206	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
1	4sq [illegible]	3	74	E	3	74
1	4sq [illegible]	1	61	E	1	61
1	3/4" chase nipple	1	99	E	1	99
	TOTAL MATERIALS				7	34

DESCRIPTION OF WORK

Relocate FA Horn Strobe for Cabinet Changes 2nd Floor E206.

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	-
FST	1	72.00	72	-
TOTAL LABOR			212	-
TOTAL MATERIALS			7	34
TOTAL OTHER				
TAX				
TOTAL			219	34

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18/51

TO city of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall 325, 333 additional data	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
2	Single gang LV cut in Ring	11	21	E	22	54	Add data conn 325 & 333
30'	Jacket	--	10	E	3	--	

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
MST	2	70.00	140	-
EST	1	72.00	72	-

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18775

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall workroom & 206	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
2	single gang plastic box extensions	.73	E	1 46	Remove rec., add box extensions and reinstall. west wall of workroom & 206. Cabinet layout changed.
4	3"-6/32 screws	1 05	E	4 20	
	TOTAL MATERIALS			5 66	

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	3	70.00	210 --
FST	1	72.00	72 --
TOTAL LABOR			282 -
TOTAL MATERIALS			5 66
TOTAL OTHER			
TAX			
TOTAL			287 66

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18774

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Door E127	

QTY.	MATERIAL	PRICE		PER	AMOUNT		DESCRIPTION OF WORK
30'	3/4" EMT	1	42	E	42	60	Add door access for door E127
4	3/4" white plastic bushing	--	19	E	--	76	
1	4sq Device Box	3	74	E	3	74	
3	adjustable Box bracket	3	58	E	10	74	
1	single opening 3/8" mudring	1	61	E	1	61	
8	3/4" one hole EMT strap	--	44	E	3	52	
26	self tap screws	--	58	E	15	08	
	TOTAL MATERIALS				78	05	

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
WST	3	70.00	210	--
FST	1	72.00	72	--
		TOTAL LABOR	282	--
		TOTAL MATERIALS	78	05
		TOTAL OTHER		
Thank You		TAX		
		TOTAL	360	05

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18772

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall New door north of E124	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
30'	3/4" EMT	1 42	E	42 60
4	3/4" white plastic bushing	- 19	E	- 76
20'	1/2" EMT	- 80	E	16 -
2	4sq Deep J Box	3 74	E	7 48
1	4sq Blank cover	1 03	E	1 03
1	single gang 5/8" mudring	1 61	E	1 61
4	adjustable Box bracket	3 58	E	14 32
3	tan wire nuts	- 35	E	1 05
8	3/4" EMT one hole strap	- 44	E	3 52
2	1/2" EMT conn.	- 61	E	1 22
2	1/2" EMT coup.	- 76	E	1 52
4	1/2" one hole strap	- 27	E	1 08
75'	#12 THHN	- 20	E	15 -
26	Self tap screws	- 58	E	15 08
4	E-Z anchors	1 26	E	5 04
	TOTAL MATERIALS			127 31

DESCRIPTION OF WORK

Add door access for new door north of E124.

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT
WST	5	70.00	350 -
FST	1	72.00	72 -
		TOTAL LABOR	422 -
		TOTAL MATERIALS	127 31
		TOTAL OTHER	
		TAX	
		TOTAL	549 31

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18769

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Door W234A	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
30'	3/4" EMT	1 42	E	42 60
4	3/4" white plastic bushings	-- 19	E	-- 76
20'	1/2" EMT	-- 80	E.	16 --
2	4sq Deep JBox	3 74	E.	7 48
1	4sq Blank cover	1 03	E.	1 03
1	Single gang 5/8" mud ring	1 61	E	1 61
8	3/4" one hole clamp	-- 44	E	3 52
2	1/2" EMT conn.	-- 61	E	1 21
2	1/2" EMT comp	-- 76	E	1 52
4	1/2" one hole straps	-- 27	E	1 08
75'	#12 THHN	-- 20	E	15 --
4	adjustable box brackets	3 58	E	14 32
26	Sheet tap screws	-- 58	E	15 08
4	E-Z anchors	1 26	E.	5 04
3	Tan wire nuts	-- 35	E	1 05
	TOTAL MATERIALS			127 31

DESCRIPTION OF WORK

Add door access conduit and power to door W234A.

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	5	10.00	350 --
FST	1	12.00	12 --
TOTAL LABOR			472 --
TOTAL MATERIALS			127 31
TOTAL OTHER			
TAX			
TOTAL			549 31

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18771

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Door A103C	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	3/4" EMT	1 42	E	42 60	Add door access conduit & power A103C
10'	1/2" EMT	-- 80	E	8 -	
2	4sq Box	3 74	E	7 48	
1	4sq Blank cover	1 03	E	1 03	
1	Single gang 5/8" mud ring	1 61	E	1 61	
8	3/4" one hole straps	- 44	E	3 52	
4	3/4" white bushings	- 19	E	- 76	
2	1/2" EMT conn.	- 61	E	1 22	
2	1/2" EMT Coup.	- 76	E	1 52	
3	1/2" one hole EMT straps	- 27	E	1 08	
4	adjustable Box brackets	3 58	E	14 32	
26	self tap screws	- 58	E	15 08	
3	ez anchors	1 26	E	5 04	
3	tan wire nuts	- 35	E	1 05	
	TOTAL MATERIALS			104 31	

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	5	70.00	350 -
FST	1	72.00	72 --
		TOTAL LABOR	422 -
		TOTAL MATERIALS	104 31
		TOTAL OTHER	
		TAX	
		TOTAL	526 31

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18768

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall Door E204	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	3/4" EMT	1 42	E	42 60	Add door access conduit and power to
4	3/4" white plastic bushings	" 19	E	- 76	Door E204.
30'	1/2" EMT	" 80	E	16 -	
2	4sq Box Comp	3 74	E	7 48	
1	4sq Blank cover	1 03	E	1 03	
2	1/2" EMT conn	" 61	E	1 22	
2	1/2" EMT comp	" 76	E	1 52	
4	1/2" EMT caddy pipe clamps	3 27	E	13 08	
75'	#12 THHN	" 20	E	15 -	
3	Tan wire nuts	" 35	E	1 05	
4	adjustable box brackets	3 58	E	14 32	
8	3/4" one hole straps	" 44	E	3 52	
24	Self tap screw	" 58	E	15 08	
1	5/8 single gang 4sq Mudring	1 61	E	1 61	
3	tan wirenuts	- 35	E	1 05	

OTHER CHARGES				
			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
WST	5	70.00	350	-
FST	1	72.00	72	-
			TOTAL LABOR	422 -
			TOTAL MATERIALS	135 32
			TOTAL OTHER	
			TAX	
			TOTAL	557 32

TOTAL MATERIALS 135 32

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18773

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Door 1-STR-A2	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
30'	3/4" EMT	1 42	E	42 60
4	3/4" white plastic bushing	- 19	E	- 76
20'	1/2" EMT	- 80	E	16 -
2	4sq Box	3 74	E	7 48
1	4 sq Blank plate	1 03	E	1 03
1	Single gang 5/8" mudring	1 61	E	1 61
8	3/4" one hole strap	- 44	E	3 52
3	ten wirenuts	- 35	E	1 05
2	1/2" EMT conn	- 61	E	1 22
2	1/2" EMT coup	- 76	E	1 52
4	1/2" EMT one hole strap	- 77	E	1 08
75'	#12 THHN	- 20	E	15 -
4	adjustable box bracket	3 58	E	14 32
26	Self tap screws	- 58	E	15 08
4	EZ-anchors	1 26	E	5 04
	TOTAL MATERIALS			127 31

DESCRIPTION OF WORK

Add door access for Door 1-STR-A2

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	5	70.00	350 -
FST	1	72.00	72 -
TOTAL LABOR			422 -
TOTAL MATERIALS			127 31
TOTAL OTHER			
TAX			
TOTAL			549 31

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18/18

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall W222 north	

QTY.	MATERIAL	PRICE	PER	AMOUNT
	TOTAL MATERIALS			

DESCRIPTION OF WORK

Relocate AC rec. and GFCI test sw before sheetrock for cabinet layout change. Breakroom W222 north.

OTHER CHARGES

		TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	1	70.00	70 --
FST	1	72.00	72 --
		TOTAL LABOR	142 --
		TOTAL MATERIALS	-- --
		TOTAL OTHER	
Thank You		TAX	
		TOTAL	142 --

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18776

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall E 214 north	

QTY.	MATERIAL	PRICE	PER	AMOUNT
	TOTAL MATERIALS			

DESCRIPTION OF WORK

Relocate GFCI test sw on E AC Rec, east before sheetrock for cabinet layout change. Break room E 214 north.

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	1	70.00	70.00
FST	1	72.00	72.00
TOTAL LABOR			141.00
TOTAL MATERIALS			-
TOTAL OTHER			
TAX			
TOTAL			142.00

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

Thank You

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

18777

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall Wall Swap	

QTY.	MATERIAL	PRICE	PER	AMOUNT
	TOTAL MATERIALS			

DESCRIPTION OF WORK

Relocate dishwasher, AC rec. and GFCI rec. SW before sheetrock for cabinet layout change. Break room wall swap.

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	1	10.00	10.-
FST	1	11.00	11.-
TOTAL LABOR			117.-
TOTAL MATERIALS			-
TOTAL OTHER			
TAX			
TOTAL			117.-

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

SUN ELECTRIC, INC.
411 - 39th Street NW
Fargo, ND 58102
T: 701-281-9140
F: 701-281-9194

WORK ORDER

31352

TO City of Fargo
City Hall

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall utility XFMR	

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1,920'	750 MCM AL	3.68 00	M	7,015 68	Extend Service Duct Bank 60' North to revised
480'	400 Copper	8.990 27	M	4,315 33	Service XFMR Location - Big Duct Bank trench
240'	#3 copper	1245 16	M	298 84	Install Conduit, Backfill, pull wire
60'	3/0 Bare	3908 43	M	234 51	
480'	4" PVC Sch. 40	329 26	C	1580 43	
	PVC Glue	11 89	E	11 89	
	Duct Tape	9 00	E	9 00	
	Tie wire	11 00	E	11 00	
60'	2" PVC Sch. 40	125 36	C	75 22	
600'	Warning Ribbon	.05	E	3 00	

TOTAL MATERIALS 13,531 89

OTHER CHARGES

TOTAL OTHER

LABOR	HRS.	RATE	AMOUNT
Foreman	36	72.00	2,592 00
Wireman	108	70.00	7560 00

TOTAL LABOR	10,152 00
TOTAL MATERIALS	13,531 89
TOTAL OTHER	—
TAX	—
TOTAL	23,683 89

Thank You

Work ordered by _____

Customer Signature _____
I hereby acknowledge the satisfactory completion of the above described work

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Elec#015	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 5/30/18	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Sun Electric Inc 411 39th St NW Fargo, ND 58102	**CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** Electrical Construction	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Electrical work to add (3) OSD switches at the West DIRTT office walls and relocate (3) light fixtures.
ADD $2,299.98

The original Contract Sum was	$	2,607,000.00
The net change by previously authorized Change Orders	$	173,666.68
The Contract Sum prior to this Change Order was	$	2,780,666.68
The Contract Sum will be increased by this Change Order in the amount of	$	2,299.98
The new Contract Sum including this Change Order will be	$	2,782,966.66

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd **ARCHITECT** *(Firm name)*	Sun Electric Inc **CONTRACTOR** *(Firm name)*	City of Fargo **OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 **ADDRESS**	411 39th St NW Fargo, ND 58102 **ADDRESS**	200 3rd St. N., Fargo, ND 58102 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh *(Typed name)*	*(Typed name)*	*(Typed name)*
5/30/18 **DATE**	5-31-2018 **DATE**	**DATE**

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User Notes: (3B9ADA14)

SUN ELECTRIC, INC.

Industrial - Commercial

May 25, 2018

T.L. Stroh
Mr. Terry Stroh
8 Seventh St. N
Fargo, ND 58102

Re: New Fargo City Hall

OSD Switches at West DIRTT walls

Proposal is labor and material for electrical work to add (3) OSD switches at the West DIRTT office walls and re-locate (3) light fixtures.

Proposed Price----------Add $2,299.98

Respectfully submitted,

Tyler Wanzek
Project Manager

411 39th Street NW Fargo, ND 58102 Telephone: 701-281-9140 Fax: 701-281-9194
Email: twanzek@suninc.us

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

	Material			Labor		
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted
DRITT wall Switches	$87.72	100.00%	$87.72	18.54	100.00%	18.54

Top Sheet

Raw Cost	$1,910.03	Sales per Month	$0.00
Tax	$59.82	Return per Month	$0.00
Raw Cost with Tax	$1,969.85	Price per Square Foot	$0.00
Overhead	$191.00	Hours per Square Foot	0.00
Profit	$105.05	Square Feet	0.00
Total Return Amount	$296.05	Job Months	0.00
Total Return %	12.87%	Hours per Week	40.00
Price	$2,265.90	Workers per Day	0.00
Bond	$33.99	Total Hours	18.54
Sell Price	**$2,299.89**	Mark Up Sales Tax	No
Adjusted Sell ()	$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
ND Journeyman	100.00%	18.54	$60.00	$0.00	0.00%	$1,112.48
Totals	100.00%	18.54	$60.00	$0.00	0.00%	$1,112.48

Mark Ups

	Total		%	OVERHEAD Amount		%	PROFIT Amount
Materials	$87.72	+	10.00%	$96.49	+	5.00%	$101.31
Labor	$1,112.48	+	10.00%	$1,223.73	+	5.00%	$1,284.92
Supplier Quotes	$709.83	+	10.00%	$780.81	+	5.00%	$819.85
SubContractors	$0.00	+	10.00%	$0.00	+	5.00%	$0.00
Direct Job Expense	$0.00	+	10.00%	$0.00	+	5.00%	$0.00
Equipment Rental	$0.00	+	10.00%	$0.00	+	5.00%	$0.00

Bid Summary Report

Fargo City Hall Estimator: Ryan Job #812

Totals	$1,910.03	10.00%	$2,101.03	5.00%	$2,206.08

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$87.72	7.50%	$6.58
Labor	$1,112.48	0.00%	$0.00
Supplier Quotes	$709.83	7.50%	$53.24
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	0.00%	$0.00
		Total Tax:	$59.82

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
Fixtures/ Controls	Graybar	Yes	$709.83	1.00	$709.83
				Total:	$709.83

Job Name: Fargo City Hall
Job Number: 812
Extension Name: DRITT wall Switches

Item Name	Quantity	Price 2	U	Ext Price 2	NECA 3	U	Labor 3 Ext	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined				$87.72			18.54	100 %	100 %
1/2 FLEX STEEL	25.00	$63.24	C	$15.81	5.32	C	1.33		
1/2 FLEX CONN	2.00	$125.99	C	$2.52	15.96	C	0.32		
CUT-IN BOX DEEP	1.00	$563.45	C	$5.63	53.20	C	0.53		
Dimming Power Pack	3.00	$0.00	Q	$0.00	0.75	E	2.24		
OSD Switch	3.00	$0.00	Q	$0.00	0.75	E	2.24		
Cat6 cable	75.00	$250.00	M	$18.75	11.92	M	0.89		
Re-locate Light Fixture	3.00	$15.00	E	$45.00	2.00	E	5.99		
work around ceiling tile insulation	1.00	$0.00	X	$0.00	5.01	E	5.01		
				$87.72			18.54		

2805 3RD AVE N
FARGO ND 58102-4020
Phone: 701-237-0107
Fax: 701-237-9261

To: SUN ELECTRIC INC
411 39TH ST NW
FARGO ND 58102-3972
Attn: TYLER
Phone: 701-281-9140
Fax: 701-281-9194
Email: DEAN.ZASTOUPIL@GRAYBAR.COM

Date: 05/24/2018
Proj Name: CITY HALL DIRTT C/O
GB Quote #: 0230197370
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 05/24/2018
Valid To: 06/23/2018
Contact: DEAN ZASTOUPIL
Email: dean.zastoupil@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: THE COST SHOWN INCLUDES FREIGHT FROM THE FACTORY.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		3 EA	LITHONIA LTG	NPP16 D	MVOLT 16AMP 0-10V DIMMING RELAY PACK	$88.33	1	$264.99
GB Part #: 25676086 UPC #: 88879119091								
200		3 EA	LITHONIA LTG	NWSX PDT LV DX WH	LOW VOLT WALL DUAL TECH OCCU/SENSR/DIM MR	$148.28	1	$444.84
GB Part #: 25676084 UPC #: 75357397391								

Total in USD (Tax not included): $709.83

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted,freight terms are F.O.B. shipping point prepaid and bill.
Unless noted the estimated ship date will be determined at the time of order placement.

13a

City of Fargo Staff Report			
Title:	Timber Parkway 3rd Addition	**Date:** **Updated:**	4/26/2018 6/13/2018
Location:	4801, 5003, 5055, 5081, 5107, and 5161 Timber Parkway South	**Staff Contact:**	Maegin Elshaug
Legal Description:	Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition		
Owner(s)/Applicant:	PLC Investments, LLC/Nate Vollmuth	**Engineer:**	Bolton & Menk
Entitlements Requested:	Minor Subdivision (replat of Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 18, 2018		

Existing		Proposed
Land Use: Vacant Land		**Land Use:** Future Commercial Development
Zoning: GC, General Commercial with a C-O, Conditional Overlay		**Zoning:** unchanged
Uses Allowed: General Commercial allows 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, ~~aviation, surface transportation~~, and major entertainment events.		**Uses Allowed:** unchanged
Maximum Lot Coverage Allowed: 85%		**Maximum Lot Coverage Allowed:** unchanged

Proposal:

The applicant is proposing a minor subdivision on the subject property. The subject properties are located at 4801, 5003, 5055, 5081, 5107, and 5161 Timber Parkway South, of Lot 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition, and encompass approximately 46.576 acres. The applicant intends to replat for future commercial development.

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 Timber Parkway South is SR-2, Single-Dwelling Residential, SR-4, Single-Dwelling Residential and P/I, Public and Institutional with a park, and MR-3, Multi-Dwelling Residential with apartments;
- East: Directly east is GC, General Commercial with a C-O, Conditional Overlay with vacant land; Across Timber Parkway South is SR-4, Single-Dwelling Residential with attached;
- West: Interstate 29;
- South: Across 52nd Avenue South is Single-Dwelling Residential within the City of Frontier.

Area Plans:

The subject property is located within the 2007 Tier 2 South Land Use Plan. In March of 2014, a growth plan amendment was approved that added additional commercial acreage within the subject property. Pursuant to the growth plan amendment, the area is deemed appropriate for commercial uses.



Context:

Schools: The subject properties are located within the Fargo School District and is served by Centennial Elementary, Discovery Middle and Davies High schools.

Parks: Located across Timber Parkway South is Timber Creek Park, with trails and a playground.

The Timber Creek development as a whole includes park land dedication (approximately 9.86 acres). Currently, there are no other parks with programmed space or amenities proximal to this development; however, the shared use path and trail network is very strong in this area. The *Prairie Farms Addition* on the south-side of 52nd Avenue South, will include significant open space, programmed park acreage and bike/pedestrian connectivity from 52nd Avenue to 64th Avenue South.

Pedestrian / Bicycle: Off road bike facilities are located along Timber Parkway South and 52nd Avenue South. These facilities are a component of the metro area trail system.

Neighborhood: The subject property is located in the Centennial Neighborhood.

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 3, Block 1, Timber Parkway Second Addition and Lots 2-6, Block 1, Timber Parkway First Addition into four lots and one block to accommodate future development. 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)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and approve the proposed subdivision plat, **Timber Parkway 3rd Addition,** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: May 1, 2018

On May 1, with a 10-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Timber Parkway 3rd Addition,** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

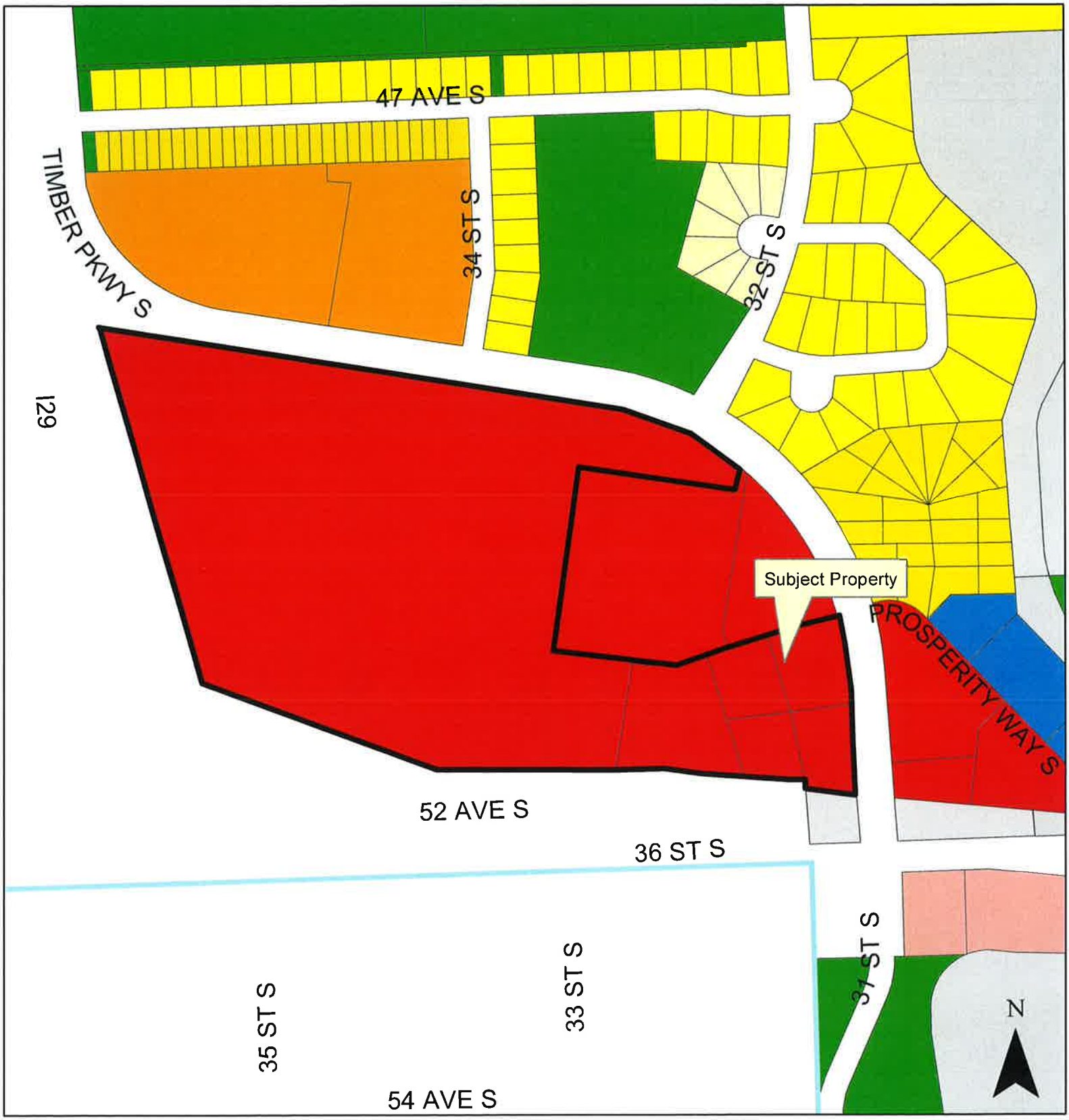
Attachments:

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

Plat (Minor)

Timber Parkway Third Addition

4801, 5003, 5055, 5081, 5107 and 5161 Timber Pkwy S



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
May 1, 2018

Plat (Minor)

Timber Parkway Third Addition

4801, 5003, 5055, 5081,
5107 and 5161 Timber Pkwy S



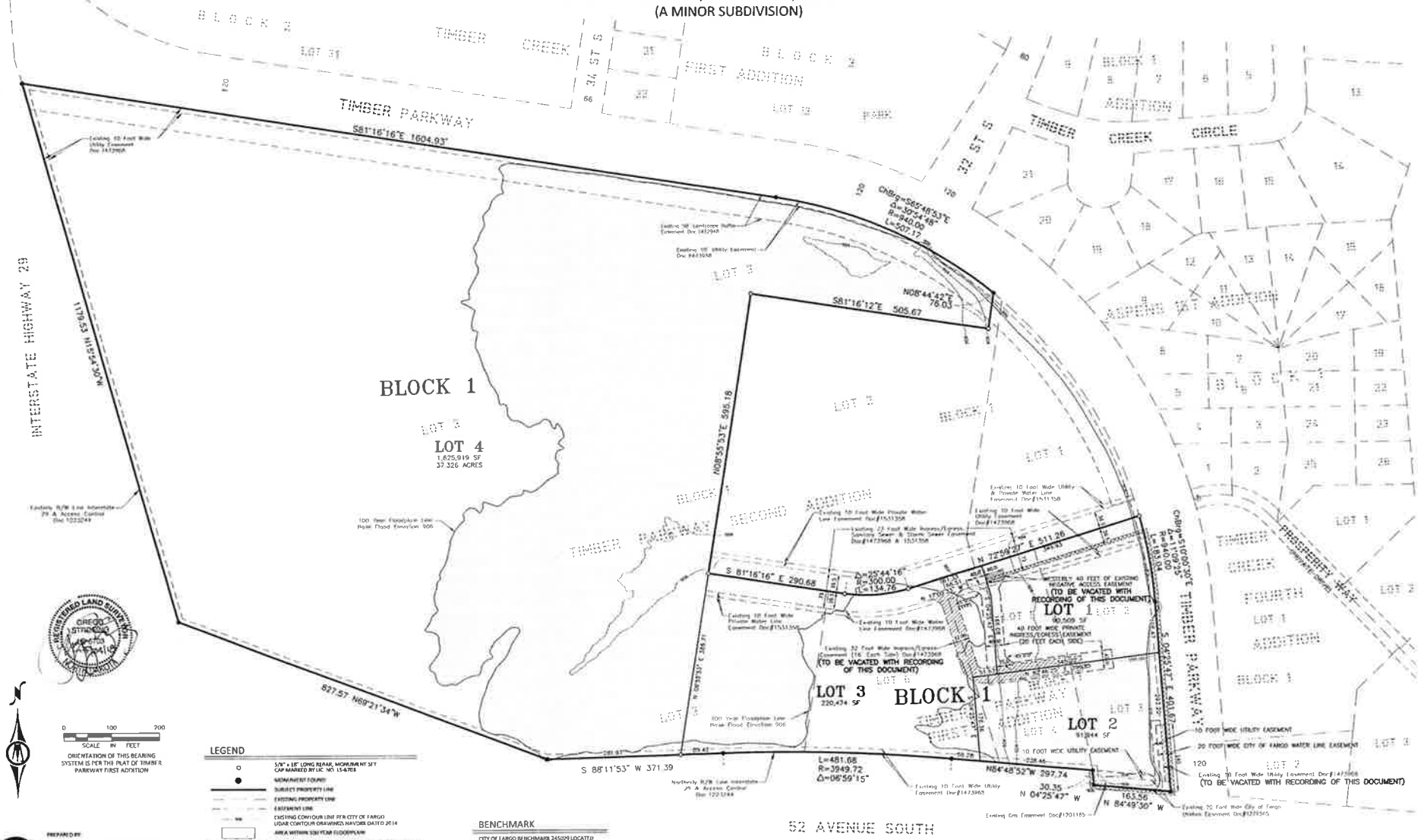
THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
May 1, 2018

TIMBER PARKWAY THIRD ADDITION

A REPLAT OF PART OF LOT 3, BLOCK 1 OF TIMBER PARKWAY SECOND ADDITION AND LOTS 2, 3, 4, 5 & 6, BLOCK 1 OF TIMBER PARKWAY FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



SHEET 2 OF 2

TIMBER PARKWAY THIRD ADDITION

A REPLAT OF LOT 3, BLOCK 1 OF TIMBER PARKWAY SECOND ADDITION AND LOTS 2, 3, 4, 5 & 6, BLOCK 1 OF TIMBER PARKWAY FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That PLC Investment LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the South Half of Section 35, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lots 2, 3, 4, 5 and 6, Block 1 of TIMBER PARKWAY FIRST ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota

AND

Lot 3, Block 1, TIMBER PARKWAY SECOND ADDITION, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

Containing 2,028,847 square feet or 46.576 acres more or less, and is subject to existing easements of record

Said owner has caused the above described parcels of land to be surveyed and platted as "TIMBER PARKWAY THIRD ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby vacate the 32 foot wide ingress/Egress easement and the 10 foot wide utility easement and 40 feet of Negative Access easement as shown for vacation on this plat and do hereby dedicate to Lots 1, 2 and 3 the 40 foot wide private ingress/egress easement as shown on this plat for the purpose so stated and do hereby dedicate to the City of Fargo the 20 foot wide water line easement in Lot 2 as shown on this plat for the purpose so stated and do hereby dedicate to the public for public use the 10 foot wide utility easement in Lot 2 as shown on this plat

OWNER
PLC Investment LLC

By: Kevin Christianson, President

State of North Dakota }
County of Cass }ss

On this 25th day of April, in the year 2018 before me personally appeared Kevin Christianson, President, PLC Investment LLC 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 PLC Investment LLC

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 1st 2020

MORTGAGE HOLDER:
First International Bank & Trust

By: Brian Hagen, East Market President

State of North Dakota }
County of Cass }ss

On this 27th day of April, in the year 2018 before me personally appeared Brian Hagen, East Market President, First International Bank & Trust 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 First International Bank & Trust

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 1st 2020

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this 30th day of May, 2018

Mark H. Bittner, City Engineer

State of North Dakota }
County of Cass }ss

On this 30th day of May, in the year 2018 before me personally appeared Mark H Bittner, City Engineer 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

Notary Public

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Exp. Nov 17, 2019

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Gregg Stroeing, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat

Gregg Stroeing, Professional Land Surveyor
North Dakota License Number LS-6703

State of North Dakota }
County of Cass }ss

On this 25 day of APRIL, in the year 2018 before me personally appeared Gregg Stroeing, 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

Notary Public

JEFF ZELINGER
Notary Public
State of North Dakota
My Commission Expires May 20, 2022

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this 1st day of May, 2018

Shara Fischer, Planning Commission Chair

State of North Dakota }
County of Cass }ss

On this 1st day of May, in the year 2018 before me personally appeared Shara Fischer, Planning Commission Chair, 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
Notary Public
State of North Dakota
My Commission Expires May 18, 2023

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this

_____ day of _____, 2018

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota }
County of Cass }ss

On this _____ day of _____, in the year 2018 before me personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor 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

PREPARED BY
BOLTON & MENK
DATED APRIL 25, 2018

136

City of Fargo Staff Report			
Title:	Maple Valley Fourth Addition	**Date:** **Update:**	4/26/2018 6/4/2018
Location:	3350, 3430, 3460, 3480, and 3540 63rd Avenue South	**Staff Contact:**	Barrett Voigt
Legal Description:	Lot 2, Block 7, Maple Valley Addition		
Owner(s)/Applicant:	Verazity Properties, LLC/Jon Miller	**Engineer:**	Mead & Hunt
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 2, Block 7, Maple Valley Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: June 18, 2018		

Existing
Land Use: Self–service storage
Zoning: LC, Limited Commercial
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self– service storage, vehicle repair, limited vehicle service
Maximum Density Allowed: 55% building coverage

Proposed
Land Use: Future Commercial Development
Zoning: No Change
Uses Allowed: No Change
Maximum Density Allowed: No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled Maple Valley Fourth Addition, which is a replat of Lot 2, Block 7, Maple Valley Addition. The subject properties are located at 3350, 3430, 3460, 3480, and 3540 63rd Avenue South and encompass approximately 3.91 acres. The applicant is proposing a three (3) Lot, one (1) Block minor subdivision for future commercial development purposes.

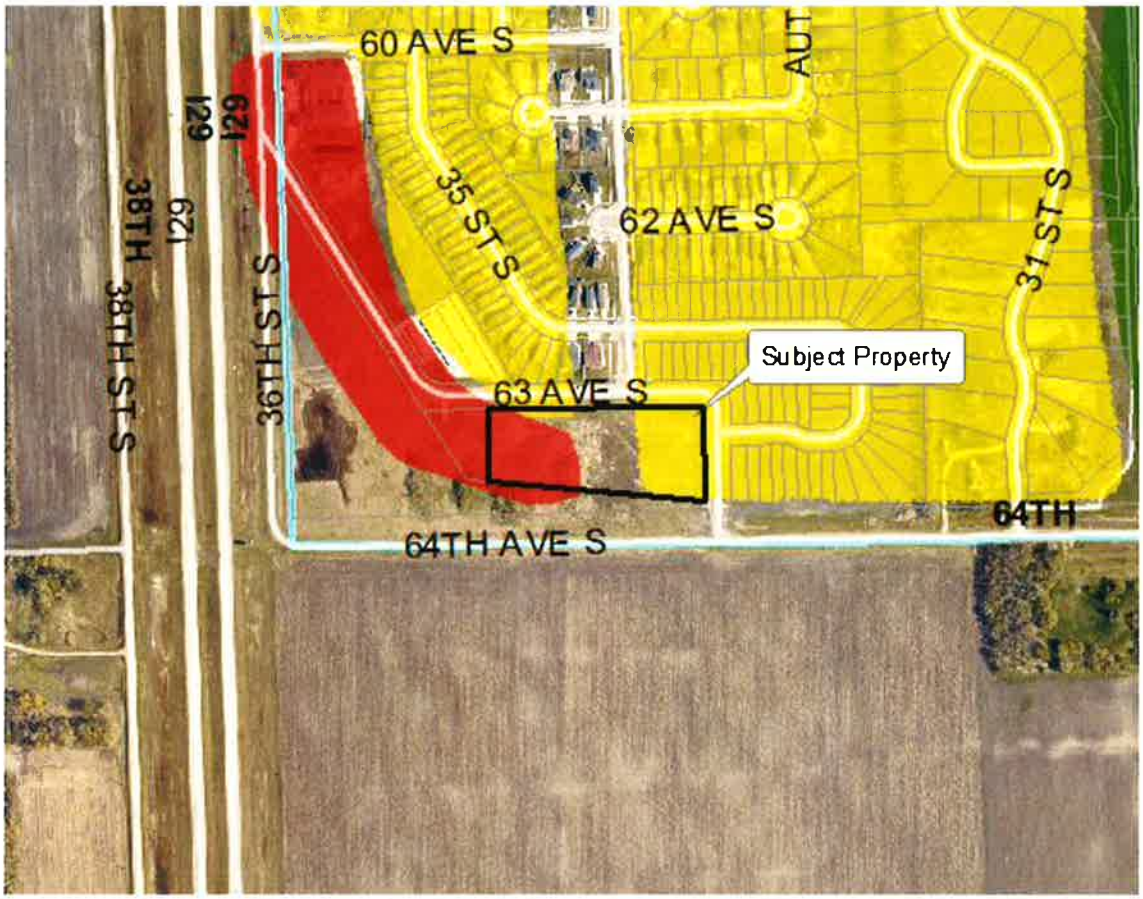
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- **North:** Across 63rd Avenue South; LC, Limited Commercial and SR-4, Single Dwelling Residential with twin home and self-service storage uses
- **East:** Across 33rd Street South; SR-4, Single Dwelling Residential with vacant land use
- **South:** P/I, Public and Institutional with vacant land use
- **West:** P/I, Public and Institutional with vacant land use

Area Plans:

The subject properties are located within the bounds of the 2001 Growth Plan (South Remainder Land Use Plan). The plan designates portions of the subject area as suitable for "Commercial" and "Low to Medium Residential" land uses.



Schools and Parks:

Schools: The subject property is located within the Fargo Public School District and is served by Centennial Elementary, Discoveries Middle, and Davies High schools.

Neighborhood: The subject property is located in the Maple Valley Neighborhood.

Parks: Maple Valley Park is proposed to be located approximately a quarter (.25) mile northeast of the subject property. Amenities are unknown at this time.

Pedestrian / Bicycle: Off-road bike facilities are provided along 31st Street South approximately less than a quarter mile (.25 miles) east of the subject property and are a component of the metro area bikeways 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, Block 7, Maple Valley Addition into three lots and one block to accommodate future commercial development. 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 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: May 1, 2018

On May 1, 2018 with a 10-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Maple Valley Fourth Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, 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 move to approve of the proposed subdivision plat, **Maple Valley Fourth Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

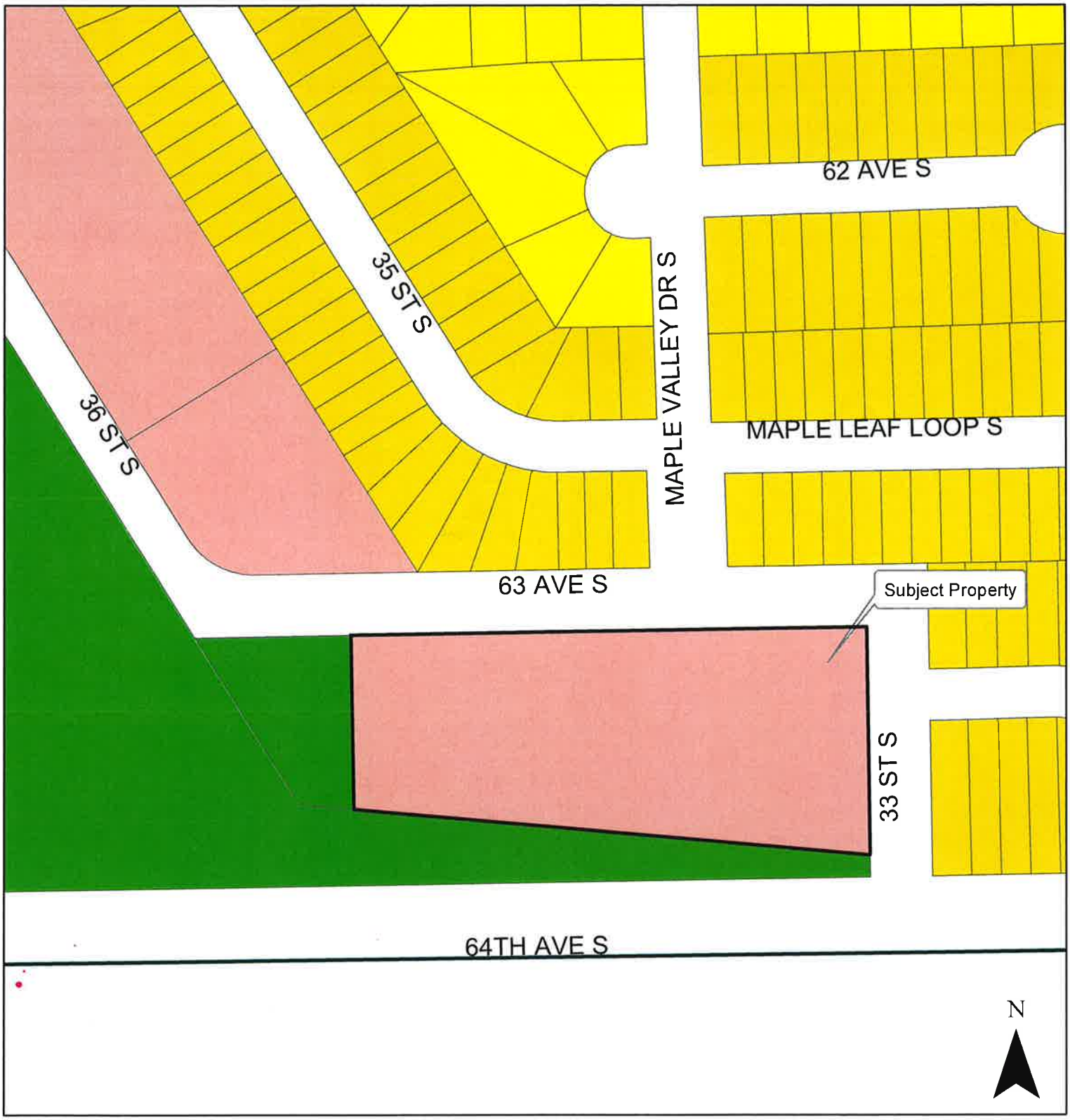
Attachments:

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

Plat (Minor)

Maple Valley Fourth Addition

3350, 3430, 3460, 3480, 3500 and 3540 63rd Avenue South



THE CITY OF Fargo FAR MORE

AG LC MHP SR-1
DMU LI NCI SR-2
GC MR-1 NO SR-3
GI MR-2 P/I SR-4
GO MR-3 UMU SR-5

300 Feet

Fargo Planning Commission
May 1, 2018

Plat (Minor)

Maple Valley Fourth Addition

3350, 3430, 3460, 3480, 3500 and 3540 63rd Avenue South



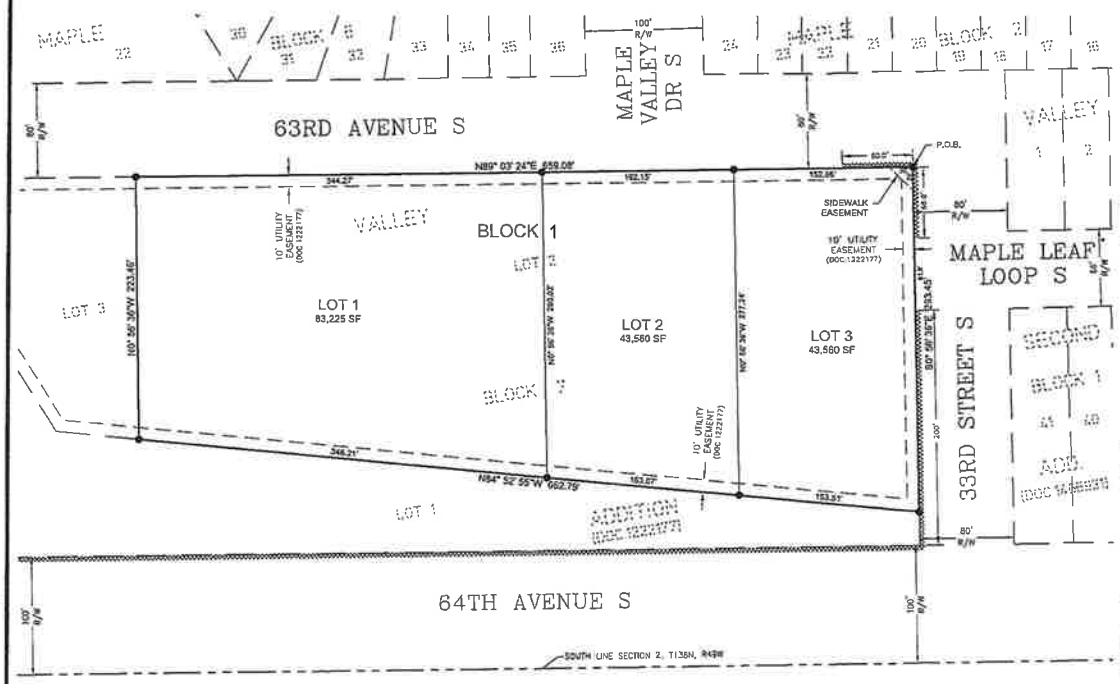
THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
May 1, 2018

MAPLE VALLEY FOURTH ADDITION

A REPLAT OF LOT 2, BLOCK 7 OF MAPLE VALLEY ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: That VERAZITY PROPERTIES, LLC a North Dakota Limited Liability Company, is the owner of a Lot 2, Block 7 of Maple Valley Addition to the City of Fargo, as filed and on record at the office of the County Recorder, Cass County, North Dakota, being further described as follows:

Beginning at the northeast corner of said Lot 2; thence South 00 degrees 56 minutes 36 seconds East, on the east line of said Lot 2, for a distance of 283.45 feet; thence North 84 degrees 52 minutes 55 seconds West, on the south line of said Lot 2, for a distance of 662.79 feet; thence North 00 degrees 56 minutes 36 seconds West, on the west line of said Lot 2, for a distance of 223.48 feet; thence North 89 degrees 03 minutes 24 seconds East, on the north line of said Lot 2, for a distance of 659.08 feet to the point of beginning.

Said tract of land contains 170,345 square feet, more or less, and is subject to all easements and rights of way of record.

And that said party has caused the same to be surveyed and replatted as Maple Valley Fourth Addition to the City of Fargo, Cass County, North Dakota.

OWNER:
Verazity Properties, LLC

Jon Miller, President

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Jon Miller, President, 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 Verazity Properties, LLC.

Notary Public: _____

MORTGAGEE:
VISIONBank

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared _____, 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 _____.

Notary Public: _____

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Gary A. Ness, 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 _____ day of _____, 20____.

Gary A. Ness, Professional Land Surveyor No. LS-3451

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Gary A. Ness, 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: _____

CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Mark H. Bittner, City Engineer

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Mark H. Bittner, 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: _____

FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

Shara Fischer, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, 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: _____

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, Major, 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: _____

LEGEND

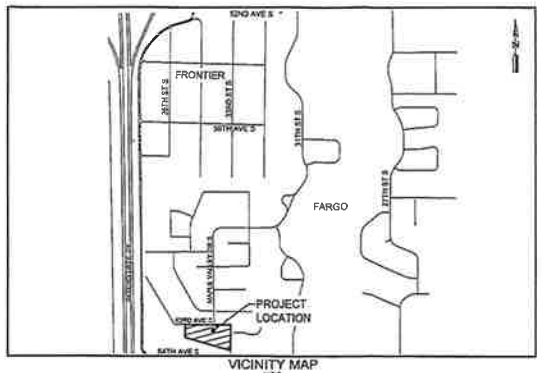
- Monument in place
- Monument set (5/8" rebar, capped plsf LS-3451)
- Existing Negative Access Easement
- New Negative Access Easement
- Boundary Line
- Section Line
- Existing Property Line
- Existing Easement Line
- New Easement Line

NOTES:

Per the Flood Insurance Rate Map community-panel number 38017C0787G dated January 16, 2015 indicates that no area of this plat is included in Special Flood Hazard Areas (SFHAs).

Negative access easement, as noted on this plat, is an easement dedicated as part of the right of way which easement denies direct vehicular access to a street or public way from the lot or lots adjacent to such street or way. The negative access easement is not a strip of land of any certain width, but is a line coterminous with the boundary of the adjacent lot or lots.

0 50 100
SCALE IN FEET
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON FARGO GIS HORIZONTAL DATUM.



VICINITY MAP
NTS

Mead & Hunt
Phone: 701-566-6450
meadhunt.com

Project No.
4578300-180750.01
SHEET 1 OF 1

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

(14)

MEMORANDUM

DATE: June 14, 2018

TO: City Commission

FROM: Maegin Elshaug, Planning Coordinator
Nicole Crutchfield, Director of Planning and Development

RE: Certified Local Government Grants

The Fargo Historic Preservation Commission applied for and was awarded a 2018 Certified Local Government (CLG) grant from the State Historical Society of North Dakota for $6,950, grant number 38-18-161422-27.

The funds will be used to sponsor the attendance of one staff member and one member of the Fargo Historic Preservation Commission to the 2018 National Trust for Historic Places Conference.

Fargo also hosted the 2018 annual CLG meeting, and the grant funds will be used to cover that expense.

Recommended Action: Accept the 2018 CLG grant award to the City of Fargo from the State Historical Society of North Dakota.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

STATE HISTORICAL SOCIETY
CLG (Certified Local Government) AGREEMENT
FOR
NATIONAL PARK SERVICE'S
HISTORIC PRESERVATION GRANT FUNDS
2018

Catalog of Federal Domestic Assistance Number 15-904

THIS AGREEMENT, for the purpose of implementing the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.) is entered into by and between the STATE OF NORTH DAKOTA through the STATE HISTORICAL SOCIETY OF NORTH DAKOTA with its principal place of business at Bismarck, North Dakota, hereinafter called the "SOCIETY," and the City of Fargo, with its principal place of business at Fargo, ND, hereinafter called the "GRANTEE."

The parties recite and declare:

THAT SOCIETY desires to have performed **Administration of the Fargo CLG and travel and education** hereafter called the "Project," for the purposes described in the State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018, a copy of which is found as Attachment 1 to this Agreement, and;

That it is the desire of GRANTEE that the SOCIETY share in the funding and administration of the Project, and to further act as agent of the National Park Service, a division of the United States Department of Interior, to assure satisfactory performance;

THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows;

SECTION I. WORK STANDARDS

A. Work performed by GRANTEE will, at a minimum, be done in strict accordance with the standards outlined in Attachment 1 (State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018) of this Agreement and the submitted proposal and related correspondence found as Attachment 2 of this Agreement.

B. Any modification which materially alters the Project scope of work, materials to be produced, reporting/products submittal dates, or items in the budget must have written approval of SOCIETY before such change is implemented.

C. All products developed to identify, evaluate, or preserve historic properties and which were generated using Project funds must be in compliance with the Secretary of Interior's "Standards for Historic Preservation."

D. Work performed under this agreement must be supervised by personnel meeting qualification requirements in 36 CFR §61.6(e)(2)(ii) as set forth in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards.

SECTION II. CONTRADICTIONS BETWEEN AGREEMENT AND ATTACHMENTS 1 & 2 TO THIS AGREEMENT.

A. In the event contradictions in interpretation between this Agreement and Attachments 1 and 2 to this Agreement occur, the Agreement shall be considered the governing document.

SECTION III. GRANT AWARD

A. SOCIETY shall award a National Park Service's Historic Preservation grant in the amount of **six thousand nine hundred and fifty dollars ($6,950)** to GRANTEE for GRANTEE'S use in execution of the Project.

B. GRANTEE shall match the six thousand nine hundred and fifty dollars ($6,950) of grant monies awarded by SOCIETY with nonfederal funds, or donated labor, equipment and materials, or any combination thereof. The amount of match shall not be less than forty percent (40%) of the grant amount or **four thousand six hundred thirty three dollars ($4,633)** and the combined amount of grant and match shall not be less than eleven thousand five hundred eighty three dollars ($11,583) and shall be used only to execute the Project.

C. SOCIETY, in the event that the final cost of the Project is less eleven thousand five hundred eighty three dollars ($11,583), shall reimburse GRANTEE a maximum of sixty (60%) of the actual Project cost.

D. If the actual and final Project cost exceeds eleven thousand five hundred eighty three dollars ($11,583), GRANTEE shall be solely responsible for payment of the excess amount.

E. Grant funds awarded to GRANTEE cannot be used as match in any other federal project.

SECTION IV. DONATED LABOR, EQUIPMENT, AND MATERIALS

A. When donated labor is used in whole or in part as GRANTEE'S nonfederal matching contribution, the reporting and use of this labor shall comply with the requirements set forth in Attachment 3 of this Agreement.

B. When donated equipment and material are used in whole or in part of GRANTEE'S nonfederal matching contribution, the use and reporting of this material and equipment shall comply with the requirements set forth in Attachment 4 of this Agreement.

C. When donated materials, labor, or equipment are used by GRANTEE on the Project, GRANTEE shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the use of the donation.

D. GRANTEE shall not submit as donated labor, equipment, or materials any labor, equipment, or materials which was obtained using federal funds or is used as nonfederal share to match any other federal grant program or contract.

SECTION V. NONEXPENDABLE PERSONAL PROPERTY

A. Nonexpendable personal property (as defined by Office of Management and Budget (OMB) Circular A-110, Attachment N, Section 2.c) purchased in whole or in part with National Park Service's Historic Preservation grant funds is the property of the SOCIETY, and shall be delivered to the SOCIETY at the end of the period of the grant award unless otherwise agreed to in writing by SOCIETY.

SECTION VI. DISTRIBUTION OF RESEARCH FINDINGS

A. During the effective dates of this Agreement any and all reports, information, data, and findings prepared or assembled under this Agreement shall be made available to any individual or organization through SOCIETY to the extent as provided under NDCC 55-02-07.1, and the publication of such information in any form must have prior written agreement from SOCIETY.

B. Any press release or other public dissemination of information about the Project must acknowledge the Department of Interior, National Park Service, and the SOCIETY'S grant support and must have prior written approval for dissemination from SOCIETY.

SECTION VII. PROJECT REPORTING

A. GRANTEE shall submit to the SOCIETY, on or before the last day of each month, reports of the Project's progress and any impediments which might delay progress. This report shall include a brief narrative description of GRANTEE'S performance and Project's development.

B. GRANTEE shall submit to SOCIETY reports, documents, or other materials as listed in Attachment 5 to Society for approval. These submittals must occur on or before the deadline listed for each on Attachment 5. After each submittal, SOCIETY will have at least thirty (30) days and no more than sixty (60) days to review each submittal and to return to GRANTEE a report of required modifications. GRANTEE must incorporate these modifications into the reports, documents or other material (as appropriate) before resubmittal of such to the SOCIETY.

C. GRANTEE shall submit to SOCIETY on or before May 1, 2018, a comprehensive report identifying the portion of the project that was completed before March 1, 2018. GRANTEE shall include a section of this report an accurate estimate of the amount of grant funds and nonfederal match that was spent on the project before March 1, 2018.

D. GRANTEE shall submit to Society within 30 days of project completion a report comparing completed activities, products, and expenses with those approved listed in the Project proposal (Attachment 2). This report must be submitted no later than May 1, 2018.

SECTION VIII. PUBLICATIONS, AND COPYRIGHTS

A. An acknowledgment of NPS support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under,

any activity supported by HPF grant funds. This acknowledgment shall be in the form of the following statement.

> Project was partially funded by the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior.

B. GRANTEE is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SOCIETY and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Furthermore, SOCIETY and/or the United States Government shall have the right at any time to modify, remove, obliterate, or ignore any of the markings on materials produced as a result of this agreement. GRANTEE shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner. The written copyright approval must indicate that the release of material extends to SOCIETY and/or the United States Government.

SECTION IX. REIMBURSEMENT

A. GRANTEE shall forward a request for reimbursement for the Project work performed to SOCIETY on SOCIETY-provided reimbursement forms (Attachment 6). Reimbursement will be paid according to the schedule found on Attachment 7. Reimbursements requests must list the federal share of expenses, the expenditure of GRANTEE match and the date on which each occurred. All other documentation required to substantiate Project costs (canceled checks, invoices, mileage logs, time sheets, work logs, and expense receipts, as applicable) shall be kept on file by GRANTEE and submitted upon request to SOCIETY.

B. All reimbursement requests and matching fund documentation for expenses incurred between March 1, 2018 and February 29, 2019 must be received by SOCIETY on or before May 1, 2019.

C. SOCIETY will withhold all reimbursement from GRANTEE until corrective measures are taken if GRANTEE submits reports that indicate a lack of progress or if GRANTEE does not meet report/material submission deadlines.

D. SOCIETY will not reimburse expenses for any product that does not meet the Secretary of Interior's "Standards" or does not conform to the terms and conditions of this contract.

E. GRANTEE shall reimburse SOCIETY for any and all overpayments on the Project, including but not limited to any work items, supplies, materials, equipment, wages, salaries or expenses if disallowed by SOCIETY and/or the National Park Service as part of their audit procedures.

F. GRANTEE agrees to document all allowable Project expense not reimbursed by federal funds and all in-kind donations of labor and/or equipment given to Project which exceeds the agreed upon match listed in Section III of this Agreement and submit the same to SOCIETY as Project match for SOCIETY's use.

SECTION X. PERIOD OF GRANT AWARD

A. The funds awarded to GRANTEE through this Agreement shall be available to the GRANTEE for use on the Project from March 1, 2018 through September 30, 2019. Expenses incurred by GRANTEE after September 30, 2019 will not be eligible for reimbursement. Funds awarded under the Agreement for which GRANTEE has not submitted eligible reimbursement requests on or before **November 1, 2019** or for which GRANTEE has submitted reimbursement requests but has not received reimbursement by December 1, 2019 (due to GRANTEE noncompliance with product submittal dates or standards) shall revert to SOCIETY, and GRANTEE shall under no circumstances, nor at any future time, be eligible to request nor receive all or any portion of the grant funds.

SECTION IX. PROHIBITION OF TRANSFER OF INTEREST

A. GRANTEE shall not transfer interest in this Agreement, neither in whole or in part, without the express written consent of SOCIETY.

SECTION XII. ACCOUNTING SYSTEMS, RECORD RETENTION AND AUDIT EXAMINATION

A. GRANTEE, upon signing this Agreement, assures SOCIETY that GRANTEE has an adequate accounting system and is able to administer the National Park Service's Historic Preservation grant according to accepted accounting standards appropriate to the amount of the grant.

B. SOCIETY, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representative shall have access to any books, documents, papers, notes, tapes, and records of GRANTEE which are directly pertinent to this Agreement, for the purpose of making audit examination, or to transcribe all or any portion of the above described materials (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

C. GRANTEE shall maintain all administrative and fiscal records relating to the Project for three years after the final grant reimbursement is made by SOCIETY to GRANTEE and all other pending matters are closed (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

D. GRANTEE shall comply with the Single Audit Act of 1996 and (OMB) Circular A-133 for state and local governments. Upon completion of the applicable audits, a letter from the auditor regarding the audit findings must be submitted to the SOCIETY.

SECTION XIII. COMPLIANCE WITH CIVIL RIGHTS ACT

A. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., with regards to the Project for which the grant funds awarded shall be used.

SECTION XIV. ASSURANCES

A. All rules and regulations of the National Park Service, United States Department of the Interior, applicable to the conduct of a project under the National Historic Preservation Act of 1966 as amended, including the "Assurances" found as Attachment 8 to this Agreement, are made a part of this Agreement and are binding on both SOCIETY and GRANTEE.

B. GRANTEE shall comply with the regulations, policies, guidelines, and requirements, including Office of Management and Budget circulars A-21, A-87, A-102, A-122, and 48 CFR 31.2 as they relate to the application, acceptance and use of federal funds for this federally-funded grant.

SECTION XV. PROHIBITION ON LOBBYING

A. GRANTEE shall not include in requests for payment under this Agreement any costs to influence legislation pending before Congress. GRANTEE must conform to the provisions of 18 USC 1913:

> "No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

SECTION XVI. TERMINATION

A. SOCIETY, by written notice, may terminate this Agreement, in whole or in part, if GRANTEE fails to comply with the conditions of this Agreement. Upon determination by SOCIETY that GRANTEE has failed to comply with the conditions of this Agreement, SOCIETY shall promptly provide written notification to GRANTEE, of the determination, reasons for the termination, and the effective termination date. SOCIETY shall not, however, terminate this Agreement without first issuing a termination notice informing GRANTEE of reasons for termination and providing a period of not less than twenty-five (25) days for GRANTEE to take corrective measures. Grant funds awarded to GRANTEE by SOCIETY through this Agreement shall be suspended until required corrective measures have been taken by GRANTEE. No reimbursement requests for project costs incurred, whether before or after the date of notification of reasons for termination, will be processed by SOCIETY during the suspension period. No proposal for future funding may be considered by SOCIETY while GRANTEE is suspended. If GRANTEE fails to take corrective measure in the time allowed and if the contract between SOCIETY and GRANTEE is terminated for GRANTEE noncompliance, GRANTEE may be prohibited from submitting proposals to SOCIETY for future grant projects for a period of not less than three (3) years from the date of termination.

B. Upon termination as described in the above part A. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and

2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination, and

3. Repay any or all grant funds received upon request by SOCIETY or alternatively, at SOCIETY'S discretion, pay to SOCIETY the amount needed to complete the project by a third party in accordance with the terms of this Agreement.

C. SOCIETY or GRANTEE may terminate this Agreement, in whole or in part, when both parties agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The SOCIETY and GRANTEE shall agree upon the termination conditions, the effective termination date and, in the case of partial terminations, the revised project requirements and guidelines.

D. Upon termination as described in the above part C. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and
2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination and all documentation necessary for SOCIETY to make reimbursement for eligible project costs incurred by GRANTEE prior to the date of the termination. Extensions to the fifteen (15) day deadline may be requested in writing by GRANTEE. If SOCIETY agrees to the extension request, written notification of approval will be sent to GRANTEE.

E. GRANTEE may unilaterally cancel this Agreement any time prior to receiving the first reimbursement for eligible expenses incurred while Project work was performed. After initial reimbursement is received by GRANTEE, the Project may only be terminated, modified, or amended by GRANTEE after receiving written notification of the mutual agreement of SOCIETY.

F. SOCIETY reserves the right to cancel or modify this agreement should federal funding be rescinded or reduced or state laws or rules modified or changed in such a way that SOCIETY is unable to fulfill the terms of this Agreement.

G. SOCIETY reserves the right to cancel or modify this agreement should GRANTEE be unable to obtain any license, permit, or certificate required by law or regulation to be held by the GRANTEE to enable them to complete the Project.

SECTION XVII. EXTENSIONS

A. SOCIETY may grant extensions to most scheduled Project deadline dates, for a period of up to thirty (30) calendar days, in response to each written extension request submitted by GRANTEE. In no event may GRANTEE request an extension beyond the federal funding deadline of September 30, 2019.

SECTION XVIII. AMENDMENTS

A. This Agreement shall be amended only upon written request of either party and a receipt of written concurrence from the party to whom the request was made except as noted in Section XVII. of this Agreement.

SECTION XIX. PROPERTY OWNER CONSENT

A. Prior to entering private property and conducting field work, the GRANTEE shall obtain written consent from the property owner, or their authorized representative, unless authorized by Society to proceed with oral consent.

SECTION XX. PROCUREMENT

A. GRANTEE agrees to follow Federal competitive requirements found in 43 CFR 12 for all purchases of goods and services made with Federal grant funds or nonfederal matching funds and to provide evidence this process was followed when requesting reimbursement.

B. GRANTEE agrees to abide by the federal conflict of interest restrictions as listed in 43 CFR 12.

SECTION XXI. DISCRIMINATION IN EMPLOYMENT PROHIBITED

A. GRANTEE agrees not to discriminate in employment practices by failing or refusing to hire a person; by discharging an employee; by according adverse or unequal treatment to a person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, or a term, privilege or condition of employment, because of race, color, religion, sex, national origin, age, physical or mental disability, or status with respect to marriage or public assistance. GRANTEE further agrees not to fail or refuse to make reasonable accommodations for an otherwise qualified person with a physical or mental disability or because of that person's religion.

SECTION XXII. NONDISCRIMINATION ON THE BASIS OF DISABILITIES

A. GRANTEE agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 U.S.C. 794 et. seq.) and the provisions of the Americans with Disabilities Act (ADA) which requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. GRANTEE further agrees to operate the Project so that the Project, when viewed in its entirety, is readily accessible to and usable by qualified disabled person. However, this requirement does not necessarily require GRANTEE to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons.

SECTION XXIII. INDEPENDENT CONTRACTOR PROVISION

A. GRANTEE is not an employee of the SOCIETY and as such is not entitled to any employee related benefits. SOCIETY does not have the right to control the manner in which the work is completed or other details of the work except to the extent specified by the terms of the contract.

SECTION XXIV. AGE DISCRIMINATION

A. GRANTEE must comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.)

SECTION XXV. PERMITS

A. GRANTEES performing field work on land owned by an instrumentality of the State of North Dakota must obtain a permit for each calendar year in which the field work takes place. Copies of the valid permit must be submitted to SOCIETY before any work on State lands commences.

SECTION XXVI. ARTIFACT CURATION AND STORAGE

A. All analyzed artifacts shall be carefully washed, cataloged, recorded, and stored (or returned to landowner if requested). After analysis and final reporting, the artifacts shall be curated at the discretion of SOCIETY at either SOCIETY's facilities or facilities approved by SOCIETY. Artifacts curated at SOCIETY facilities by GRANTEE shall be curated according to SOCIETY's curation specifications.

SECTION XXVII. APPLICABLE LAW

A. This Agreement shall be governed by and construed in accordance with the law of the State of North Dakota.

SECTION XXVIII. ADDITIONAL REQUIREMENTS

A. GRANTEE agrees to comply with such other additional requirements as found on Attachment 9.

Dated this _____ day of _____.

STATE OF NORTH DAKOTA
STATE HISTORICAL SOCIETY OF NORTH DAKOTA

By: _____
Claudia J. Berg. Director

City of Fargo

By: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

On this _____ day of _____, in the year of _____ before me personally appeared Claudia J. Berg, Director, known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the State Historical Society of North Dakota executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF)

On this _____ day of _____, in the year _____ personally appeared _____ known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

Attachment 1

Certified Local Government Grant Program Application Guidelines

FFY 2018
March 1, 2018 – February 28, 2019

The State Historical Society of North Dakota (SHSND) has yet to receive information on the final Historic Preservation Fund (HPF) monies for Federal Fiscal Year (FFY) 2018. We anticipate a similar level to 2017 of $693,000. A minimum of 10% of the HPF funds will be dedicated to Certified Local Governments and available through a competitive grant award to the 7 CLGs in North Dakota.

Special note: Contracts will not be finalized until the SHPO has finalized HPF award with the National Park Service. Any major work (ie: hiring contractor) on projects should not occur until after contract is signed.

APPLICATION PROCESS

To apply for a portion of this funding, CLGs must submit **six (6)** complete copies of the application to the State Historical Society of North Dakota by **Friday, February 23, 2018.**

The application must contain the following items:

1) Completed Application Form (Attachment 2). A signed form is preferred but the CLG may submit an unsigned form with the application and wait to submit a signed form after the total amount of the grant has been finalized.

2) A comprehensive budget for the entire grant year (March 1, 2018 - February 28, 2019) which includes the combined expenses and match for all projects.

3) A proposal for each project which includes the following:

   a) A narrative description of the project. The narrative should include the importance, goals and objectives of the project, public benefit, how this project will further local, regional or state historic preservation plans.

   b) A list of products which will result from the project, (contexts, nominations, survey reports, brochures, historic preservation plans, public education activities, etc.).

   c) A time line with dates for submission of products and completion of goals

   d) A detailed budget, showing line item expenses, methods used to arrive at the figures, and match amounts and their sources.

4) A list of all current Historic Preservation Commission members, including the Coordinator (if applicable). The list must include each member's address, phone number, email address, position on the commission, and the rate that is used to evaluate their donated time.

5) A list of current city or county commissioners for the CLG and their contact information; include the chief elected officer of the local government.

6) Historic Preservation Commission meeting minutes which show that the Commission has approved the projects for which funding is being requested and has approved the submittal of the grant application.

7) The signed "Assurances-non-construction programs" form (Attachment 8)

The forms required for items 1 and 7, are attached. The forms must be signed by the chief elected officer of the county or city (i.e. president, mayor, chairman).

The application will be for funds to be spent from March 1, 2018 - February 28, 2019.

PROJECT INSTRUCTIONS

Each project must have a separate narrative, budget, time line and products list. General CLG administration, as well as each survey, nomination, or development project are considered separate projects. For example, if a CLG is planning to ask for funds for administering the CLG, for doing a survey, for writing a national register nomination, and for printing a brochure; that CLG would submit a separate narrative, budget, product list and time line for each of those four projects. (See the sample application.)

Each CLG must apply for an administrative budget. This should be project #1. The administration project must be a complete project with narrative and budget.

The Administration Project will contains activities pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity, and other "overhead" functions not directly attributable to specific projects. In accordance with National Park Service requirements, funding in this Program Area may not exceed 25% of the CLGs annual award.

BUDGET INFORMATION

All figures should be rounded to the nearest dollar and miscellaneous categories are not eligible.

Allowable travel costs cannot exceed the rates established by the State of North Dakota:

1) The rate for mileage cannot exceed 54.5¢ per mile to a geographic point 300 miles each way from the borders of the state, and 18¢ per mile for the remaining distance.

2) The rate for meals cannot exceed $35.00 (Breakfast: $7, Lunch $10.50, Dinner: $17.50) per day per person in North Dakota; federal rates apply outside of North Dakota and vary per city.

3) The rate paid for in state lodging cannot exceed $83.70 plus tax per night per person.

   Federal rates apply outside of North Dakota and vary per city. If you need out-of-state rates for travel, please contact Amy Munson.

MATCH

All requested funds must be matched by local funding or in-kind donations. **The minimum match amount is 40%.**

Each project does not have to have 40% match but the cumulative match for the total grant must be 40%. The cumulative match must equal the total match on the application form.

CALCULATING MATCH

The minimum required match is 40% of the project total. The project total is the amount of the requested federal funds **added** to the amount of match provided. It is not 40% of the federal amount. To calculate the minimum amount of match required use the following formula:

(Federal Funds requested/0.6) X 0.4 = minimum required match

Example: If requesting $3500 in federal funds:

$3500 ÷ 0.6 = $5833 (total project costs);
$5833 x 0.4 = $2333. (total matching funds)

The minimum amount of match needed is $2333.

PAYMENT

The type of contract that will be written is "reimbursement." CLGs will be required to submit expense receipts, in-kind labor and material forms, and a reimbursement form. SHSND will reimburse the CLG after verifying the expense and match. However, reimbursement requests will not be honored if products are overdue or if the cumulative amount of match submitted is low in comparison to the amount of reimbursement paid.

DEADLINE

The application must be received in the State Historic Preservation Office by 5:00 p.m. on **Friday, February 23, 2018.**

CRITERIA

In addition to the ability of an applicant to generate the required matching contribution, all applications will be evaluated with regard to standardized evaluation criteria.
The proposal will be judged by what degree it demonstrates that:

- the applicant understands historic preservation goals and requirements.
- the proposed project is feasible and HPF eligible
- budget amounts are sufficient to accomplish the project as proposed.
- supporting rationale and documentation are adequate to justify budget line items.
- the contract amount is reasonable for the project.
- the planning and scheduling techniques assure quality performance.
- the quality of work done previously by the CLG meets Society's standards.
- the CLG has performed satisfactorily in past years.
- the proposed schedule will meet SHSND needs.
- the proposed project will meet SHSND comprehensive plan goals.

All application reviewers will be given information regarding CLG's performance on previous projects. This information will include any discrepancies between project deadlines and work completion dates, the accuracy of budget projections, and the quality of work performed.

STANDARDS FOR PROJECTS

Standards for survey, planning, and National Register projects are attached. Projects proposed in these areas must follow the required standards. If a context or an archeological survey project is going to be proposed, the Society should be contacted for further information.

Send completed applications to:

Amy Munson

Grants & Contracts Officer
State Historical Society of North Dakota
612 East Boulevard
Bismarck ND 58505

Questions should be directed to Amy at (701)328-3573 or e-mailed to amunson@nd.gov.

ENCLOSURES:

- CLG Grant Program Application Guide
- Proposal Development: Goals & Objectives
- Sample CLG Application
- Application Checklist
- Application Form (Attachment 2)
- Assurances – Non-construction Programs (Attachment 8)
- Requirements for National Register, Planning, and Survey Projects

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Mail Stop 2255 Washington, D.C. 20240.

ATTACHMENT 2

HISTORIC PRESERVATION FUND GRANT APPLICATION FORM

CLG NAME: Fargo

MAILING ADDRESS: 200 3rd St N

CITY, STATE, ZIP: Fargo, ND 58102

CONTACT PERSON: Dawn Mayo (Kylie Bagley after March 1, 2018)

TITLE: Assistant Planner

PHONE: 701-476-4137 (Kylie 701-476-4152) E-MAIL: dmayo@fargond.gov or kbagley@fargond.gov

ADDRESS: Same as above

PROJECT PERIOD

Start Date: 3/1/2018 End Date: 2/28/2019

PROJECTS

Project 1: Admin/Host CLG meeting

Project 2: Training/National Trust Conference

Project 3: Mr. History Videotape

Project 4:

FEDERAL FUNDS and MATCHING SHARE:

FEDERAL FUNDS	$: 11,700
MATCHING SHARE	$: 7,799
TOTAL PROJECT COST	$: 19,499

I certify that I understand the terms and conditions relating to the use of HPF grant funds. I understand that I may not proceed with any project work for which reimbursement is expected until I receive written notification from the State Historical Society of North Dakota that the project has been approved. I also certify that the organization I represent has sufficient resources to satisfy the proposed matching share.

Mayor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL TITLE DATE

Return Applications to:

Grants & Contracts Officer
Historic Preservation Division
State Historical Society of North Dakota
North Dakota Heritage Center
612 East Boulevard Avenue
Bismarck, ND 58505-0830

2018 CLG Grant Application – Fargo Historic Preservation Commission

ADMINISTRATION PROJECT – NARRATIVE

Project Purpose and Intent
The Fargo Historic Preservation Commission (FHPC) intends to use the requested administrative funds to support its ongoing work, as it relates to National Register/Eligible properties in the City of Fargo.

Project Need
The FHPC will provide part of its grant match through attendance at the CLG meeting and regular meetings.

Product List

1. Host the annual CLG Meeting, 4/20/2018
2. Members will attend regular FHPC monthly meetings, annual CLG meeting and work on FHPC projects

Timeline

March 2018 – February 2019 Regular FHPC meetings/CLG meeting 4/20/2018

ADMIN BUDGET	Match	HPF	Total
Host the annual CLG Meeting	$266	$2,200	$2,266
FHPC (Meetings/Activities/Supplies/Postage)	$1,200	$0	$1,200
SUBTOTAL	**$1,466**	**$2,200**	**$3,466**

TRAINING FOR NEW CLG COORDINATOR AND 2 HPC MEMBERS

Project Purpose and Intent
To send 3 HPC members to the 2018 National Trust Conference in San Francisco.

Project Need
The Fargo Historic Preservation Commission would benefit from the training opportunities offered at the 2018 National Trust for Historic Preservation Conference.

Use of funds
Funds will be used to pay for costs related to Conference attendance, such as registration, airfare, meals, and lodging.

Product List
Attendees will report back to the HPC to share what they have learned.

Timeline
Conference attendance, November 13 – 16, 2018

CONFERENCE BUDGET	Match	HPF	Total
Airfare	$0	$1,800 (3 @ $600)	$1,800
Meals	$0	$888 (12 @ $74/person/day)	$888
Lodging	$0	$2,664 (12 @ $222/person/night)	$2,664
Registration	$0	$900 (3 @ $300/person)	$900
Misc. Costs	$0	$498	$498
Forum Membership	$0	$250	$250
FHPC Hours (donated hours)	$4,667	$0	$4,667
SUBTOTAL	**$4,667**	**$7,000**	**$11,667**

CREATE MR. HISTORY VIDEOTAPE

Project Purpose and Intent
The Fargo Public School District has utilized presentations by Steve Stark to help fulfill their curriculum requirements for teaching North Dakota history at the elementary school level, and would like to have a videotape of the presentation.

Project Need
These interesting presentations spark students' interest in the people and places of North Dakota history, and help foster an awareness and appreciation to our historic places. Steve Stark is on the verge of retirement, and the School District desires to videotape this presentation to keep as a teaching aid for future years.

Use of funds
Funds will be used to pay for costs related to the videotaping and editing of the presentation.

Product List
A videotape record of the presentation

Timeline
Fall/winter of 2018/2019.

MR. HISTORY BUDGET	Match	HPF	Total
Videotaping Costs	$1,666	$2,500	$2,266
SUBTOTAL	**$1,466**	**$2,200**	**$3,466**

COMPREHENSIVE BUDGET SUMMARY	Match	HPF	Total
PROJECT – ADMIN /HOST CLG MTG	$1,466	$2,200	$3,666
CONFERENCE	$4,667	$7,000	$11,667
MR. HISTORY VIDEOTAPE	$1,666	$2,500	$4,166
TOTAL BUDGET	**$7,799**	**$11,700**	**$19,499**

2017 Fargo Historic Preservation Commission

Michael Burns, Chair
2878 Lilac Lane N
Fargo, ND 58102
218-233-6621
mike@mjbaltd.com
Hourly Rate: $34.77 (Architect)

Heather Fischer, Vice Chair
1110 7th St S
Fargo, ND 58103
367-6376
heatherfischer@gmail.com
Hourly Rate $32.78 (Architect)

Christine Kloubec
620 8th St S
Fargo, ND 58103
701- 235-8872
back400@centurylink.net
Hourly Rate: $16.88

Matt Boreen
805 6th St S
Fargo, ND 58103
701-200-3458
matthew.boreen@gmail.com
Hourly Rate: $30.90 (Architect)

Paul Gleye
311 8th St S
Fargo, ND 58103
701-231-5789
paul.gleye@ndsu.edu
Hourly Rate: $52.58 (Architect)

Nathan Larson
819 8th Ave N
Fargo, ND 58103
701-237-5031
nathan.a.larson@gmail.com
Hourly Rate: $30.00 (Architect)

Mike Dawson
614 8th St S
Fargo, ND 58103
701-371-5860
mike.dawson.1186@gmail.com
Hourly Rate: $30.00 (Architect)

Dawn Mayo, CLG Coordinator
200 3rd St N
Fargo, ND 58102
701-476-4137
dmayo@cityoffargo.com
Hourly Rate: $31.25

2018 Fargo City Commission

Mayor Tim Mahoney, MD
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tmahoney@cityoffargo.com

Commissioner Tony Grindberg
200 North Third Street
Fargo, ND 58102
(701) 793-3763
Fax: (701) 476-4136
E-mail: tgrindberg@cityoffargo.com

Commissioner Dave Piepkorn
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: dpiepkorn@cityoffargo.com

Commissioner John Strand
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: jstrand@cityoffargo.com

Tony Gehrig
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tgehrig@cityoffargo.com

Memo Regarding HPC Minutes Approving Grant Application

Please note, we are unable to provide meeting minutes, as the February 20, 2018 HPC meeting was canceled due to a lack of a quorum. However, I did email all the members with the proposed grant application projects as seen below, and received approval from the members. Their email responses are enclosed.

Possible Projects for Inclusion in 2018 CLG Grant Application:

1.	CLG Meeting Costs (Required)	$2,200
2.	Training for CLG Coordinator and 2 Commissioners	$7,000
3.	National Trust Forum Membership	$250
	Total	$9,450
4.	Videotape "Mr. History" presentation	$2,500
	Grand Total	$11,950

Dawn Mayo

From: Christine Kloubec <back400@centurylink.net>
Sent: Wednesday, February 21, 2018 11:39 PM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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

Dear Dawn,

I support the proposed grant projects.

Christine

----- On Feb 20, 2018, at 10:45 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

Hi Christine,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

--

.

Dawn Mayo

From: matthew boreen <matthew.boreen@gmail.com>
Sent: Wednesday, February 21, 2018 2:54 AM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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

Dawn,

I am in agreement for the CLG grant proposal as described in your previous email.

Thank you,
Matt
Sent from my iPhone

On Feb 21, 2018, at 1:47 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

> Hi Matt,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
> Dawn
>
> **Dawn Mayo**
> Assistant Planner
> (701) 476-4137
> City of Fargo, Planning & Development
> 401 3rd Ave N, Fargo, ND 58102
>
> <Possible Projects for Inclusion in 2018 CLG Grant Application.docx>

Dawn Mayo

From: Heather Fischer <heatherlfischer@gmail.com>
Sent: Tuesday, February 20, 2018 1:00 PM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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Dear Dawn,

Thank you for the email, yes, I support/approve the proposed grant projects.

Regards,

Heather

On Tue, Feb 20, 2018 at 10:41 AM, Dawn Mayo <DMayo@fargond.gov> wrote:

> Hi Heather,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
>
> Dawn
>
> **Dawn Mayo**
>
> Assistant Planner
>
> (701) 476-4137
>
> City of Fargo, Planning & Development
>
> 401 3rd Ave N, Fargo, ND 58102

Dawn Mayo

From: Mike Dawson <mike.dawson.1186@gmail.com>
Sent: Tuesday, February 20, 2018 11:23 AM
To: Dawn Mayo
Subject: Re: FW: HPC - CLG grant application

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

Hi Dawn,

I'm sorry I did not make the meeting this morning. I misinterpreted the email regarding the quorum and took it as there was no need to attend. Again, my apologies. I do in fact support the attached proposed grant projects.

Thank you,

Mike Dawson

On Tue, Feb 20, 2018 at 10:55 AM, Dawn Mayo <DMayo@fargond.gov> wrote:

> Hi Mike,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
>
> Dawn
>
> **Dawn Mayo**
>
> Assistant Planner
>
> (701) 476-4137
>
> City of Fargo, Planning & Development
>
> 401 3rd Ave N, Fargo, ND 58102

Dawn Mayo

From: Gleye, Paul <paul.gleye@ndsu.edu>
Sent: Tuesday, February 20, 2018 10:35 AM
To: Dawn Mayo
Subject: Re: Skype for meeting

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

Yes, I approve of the CLG grant projects.

Paul H. GLEYE, Ph.D, | Professor
Department of Architecture and Landscape Architecture
North Dakota State University
Fargo, North Dakota 58108 | (701) 231-5789

From: Dawn Mayo <DMayo@FargoND.gov>
Date: Tuesday, February 20, 2018 at 4:39 PM
To: Paul Gleye <paul.gleye@ndsu.edu>
Subject: RE: Skype for meeting

Hi Paul,

Thanks for being available, sorry for the confusion. We ended up canceling the meeting, only Christine showed up. We got 4 inches of snow here overnight, so maybe people were shoveling?

Anyway, could you please reply and let me know if you approve of the projects that were proposed for the CLG grant application in the meeting packet? I will attach it to this email, also.

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

From: Gleye, Paul [mailto:paul.gleye@ndsu.edu]
Sent: Tuesday, February 20, 2018 7:50 AM
To: Dawn Mayo <DMayo@FargoND.gov>
Subject: Skype for meeting

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

Dawn Mayo

From: Michael Burns <mike@mjbaltd.com>
Sent: Tuesday, February 20, 2018 10:51 AM
To: Dawn Mayo
Subject: RE: HPC - CLG grant application

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

Hi Dawn, I was afraid that a quorum today might be a problem and I'm sorry for canceling so late. But I support and approved the proposed list for the CLG application.

Mike

From: Dawn Mayo [mailto:DMayo@FargoND.gov]
Sent: Tuesday, February 20, 2018 10:44 AM
To: Michael Burns <mike@mjbaltd.com>
Subject: FW: HPC - CLG grant application
Importance: High

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Get better soon!

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

ATTACHMENT 3

Donated Labor

1. If the services performed by the donor are in the same skill area for which the employee is normally paid, the GRANTEE may value the donor's services at the rate the State of North Dakota pays for similar services (exclusive of fringe benefits and overhead costs).

2. If the services performed by donors are outside their normal profession or trade, the GRANTEE shall value the donor's service at the Federal minimum wage as stated in the Federal Fair Labor Standards Act.

3. All donated services shall be documented on the attached Donated Labor Time Sheet. The value of the donated labor shall only be used as the GRANTEE'S matching share if the donated labor is performed to accomplish work on the project.

4. Services paid under another federal grant or contract shall not be considered eligible as donated services by the SOCIETY.

5. Students in a federally funded work/study or Federal student loan program cannot contribute donated services as matching share for an HPF grant.

6. The maximum donation of services eligible as the GRANTEE'S matching share shall not exceed forty (40) hours per week per donation.

7. When donated labor is used by GRANTEE on the project, GRANTEE shall submit completed forms to SOCIETY within ninety (90) days of the use of donation.

DONATED LABOR TIME SHEET

Name _____
Hourly Rate _____
Rate Based On _____

Project _____
Project #: _____
Time Period _____

DATE	TIME				Work Performed	Total Hours	Hourly Rate	Total
	Start	End	Start	End				

ATTACHMENT 4

Donated Equipment & Materials

Donated supplies and materials such as office supplies, mileage, long distance phone costs, laboratory supplies, etc. can be used in whole or in part as the GRANTEE'S non-federal matching share on the condition that:

1. The donation is for supplies and materials required to complete the project.

2. Values assessed to the donations must be reasonable and must not exceed the fair market value at the time of donation.

3. The GRANTEE must provide the SOCIETY with written documentation to justify values assessed to the donations.

4. The GRANTEE must submit to the SOCIETY a property completed Donated Equipment & Materials Record, a copy of which is attached hereto, along with the documentation required above.

5. The GRANTEE shall submit completed forms to the SOCIETY within ninety (90) days of the use of the donation.

Donated Equipment & Material Record

Project: _____ Grant #: _____

Name of Donor	Donor's Signature	Type of Item	☑ Donated	☑ Loaned	Date of Donation / Loan (if loaned also give hours of use)	Value of Donation / Loan (if loan give hourly rate)	Total Donation / Loan

I certify that this is an accurate record of equipment and materials donated and./or loaned for use.
Documentation supporting the values of donations/loans is attached.

_____ _____

Signature, Project Manager Date

ATTACHMENT 5

Product Schedule

Fargo CLG
38-18-161422-27

Administration

Coordinator Reports	Monthly; with the first set of minutes
Expense & Match Reports	Final Report due no later than November 2019
Fargo CLG Meeting Minutes	Within ten days of each meeting

ATTACHMENT 6

REIMBURSEMENT REQUEST AND MATCH REPORTING FORM

for the Historic Preservation Grant Program administered by the State Historical

Project #: _____ Request #: _____

Project Name: _____ Grantee: _____

Time Period covered by this request: _____

	(a) Grant	(b) Match
1. Agreement amounts		
2. Amount of reimbursement requested		
3. Amount of match reported		
4. Total amount of reimbursement received (before this request)		
5. Total amount of match credited (before this request)		

Please attach all receipts, invoices, pay records, donated labor and equipment sheets, etc. required to document expenses.

CERTIFICATE FOR PAYMENT

I certify that to the best of my knowledge, information and belief the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all amounts have been incurred in conformance to the Agreement and have been claimed in previous Payment Requests, that all reporting requirements and scheduled activities have been met to dat, and that current payments requested herein is now due.

By:	Date:
Position:	

For State Historical Society of North Dakota Use Only

Certification For Payment

Project Personnel: Based on on-site inspections of work and/or review of reports and other materials submitted by the Grantee, I certify that to the best of my knowledge, information and belief that the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all reporting requirements and scheduled activities have been met to date, and that the Grantee is entitled to payment.

By: Date:

Grant Personnel: Based upon review of this Payment Request and attached auditable records, I certify that tot the best of my knowledge, information and belief that all amounts covered by this Payment Request have been incurred in conformance to the Agreement and have not been claimed in previous Payment Requests, and that the Grantee is entitled to payment .

By: Date:

My records concur with the above figures.

_____ _____

SHSND Grant Officer Date:

Attachment 7

Payment Schedule

Reimbursement will be made upon submittal of the Request for Reimbursement form. However if a deadline for products has been missed or amount of match submitted is low, payments will be withheld until the issues are corrected.

ATTACHMENT 8

OMB Approval No. 0348-OC40

ASSURANCES--NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

   the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made: and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f)
   Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§

327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176© of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Fargo CLG	DATE SUBMITTED

ATTACHMENT 9

Additional Requirements

Fargo CLG
38-18-161422-27

1) No additional requirements

Fargo
2018
Funded Budget

Administrative Budget	Match	Federal	Total
Host CLG Meeting	$266	$2,200	$2,466
FHPC (Meetings/Adtivities/Supplies)	$1,200	$0	$1,200
			$0
			$0
			$0
			$0
Administrative Total	$1,466	$2,200	$3,666

Travel and Education	Match	Federal	Total
Airfare		$1,200	$1,200
Meals		$592	$592
Lodging		$1,776	$1,776
Regstieration		$600	$600
Misc. Costs		$332	$332
Forum Membership		$250	$250
FHPC Match Hours	$4,667	$0	$4,667
TOTAL	**$4,667**	**$4,750**	**$9,417**

Mr. History Video	Match	Federal	Total
Video		$0	$0
TOTAL		**$0**	**$0**

	Match	Federal	Total
Grant Totals	**$6,133**	**$6,950**	**$13,083**
	47%		
40% min required match	$ 4,633	$6,950	$ 11,583

STATE HISTORICAL SOCIETY
CLG (Certified Local Government) AGREEMENT
FOR
NATIONAL PARK SERVICE'S
HISTORIC PRESERVATION GRANT FUNDS
2018

Catalog of Federal Domestic Assistance Number 15-904

THIS AGREEMENT, for the purpose of implementing the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.) is entered into by and between the STATE OF NORTH DAKOTA through the STATE HISTORICAL SOCIETY OF NORTH DAKOTA with its principal place of business at Bismarck, North Dakota, hereinafter called the "SOCIETY," and the City of Fargo, with its principal place of business at Fargo, ND, hereinafter called the "GRANTEE."

The parties recite and declare:

THAT SOCIETY desires to have performed **Administration of the Fargo CLG and travel and education** hereafter called the "Project," for the purposes described in the State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018, a copy of which is found as Attachment 1 to this Agreement, and;

That it is the desire of GRANTEE that the SOCIETY share in the funding and administration of the Project, and to further act as agent of the National Park Service, a division of the United States Department of Interior, to assure satisfactory performance;

THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as hereinafter set forth, IT IS UNDERSTOOD AND AGREED by and between the parties hereto as follows;

SECTION I. WORK STANDARDS

A. Work performed by GRANTEE will, at a minimum, be done in strict accordance with the standards outlined in Attachment 1 (State Historical Society of North Dakota's Announcement of CLG Funds Available for FFY2018) of this Agreement and the submitted proposal and related correspondence found as Attachment 2 of this Agreement.

B. Any modification which materially alters the Project scope of work, materials to be produced, reporting/products submittal dates, or items in the budget must have written approval of SOCIETY before such change is implemented.

C. All products developed to identify, evaluate, or preserve historic properties and which were generated using Project funds must be in compliance with the Secretary of Interior's "Standards for Historic Preservation."

D. Work performed under this agreement must be supervised by personnel meeting qualification requirements in 36 CFR §61.6(e)(2)(ii) as set forth in the Secretary of the Interior's Historic Preservation Professional Qualifications Standards.

SECTION II. CONTRADICTIONS BETWEEN AGREEMENT AND ATTACHMENTS 1 & 2 TO THIS AGREEMENT.

A. In the event contradictions in interpretation between this Agreement and Attachments 1 and 2 to this Agreement occur, the Agreement shall be considered the governing document.

SECTION III. GRANT AWARD

A. SOCIETY shall award a National Park Service's Historic Preservation grant in the amount of **six thousand nine hundred and fifty dollars ($6,950)** to GRANTEE for GRANTEE'S use in execution of the Project.

B. GRANTEE shall match the six thousand nine hundred and fifty dollars ($6,950) of grant monies awarded by SOCIETY with nonfederal funds, or donated labor, equipment and materials, or any combination thereof. The amount of match shall not be less than forty percent (40%) of the grant amount or **four thousand six hundred thirty three dollars ($4,633)** and the combined amount of grant and match shall not be less than eleven thousand five hundred eighty three dollars ($11,583) and shall be used only to execute the Project.

C. SOCIETY, in the event that the final cost of the Project is less eleven thousand five hundred eighty three dollars ($11,583), shall reimburse GRANTEE a maximum of sixty (60%) of the actual Project cost.

D. If the actual and final Project cost exceeds eleven thousand five hundred eighty three dollars ($11,583), GRANTEE shall be solely responsible for payment of the excess amount.

E. Grant funds awarded to GRANTEE cannot be used as match in any other federal project.

SECTION IV. DONATED LABOR, EQUIPMENT, AND MATERIALS

A. When donated labor is used in whole or in part as GRANTEE'S nonfederal matching contribution, the reporting and use of this labor shall comply with the requirements set forth in Attachment 3 of this Agreement.

B. When donated equipment and material are used in whole or in part of GRANTEE'S nonfederal matching contribution, the use and reporting of this material and equipment shall comply with the requirements set forth in Attachment 4 of this Agreement.

C. When donated materials, labor, or equipment are used by GRANTEE on the Project, GRANTEE shall submit completed forms (Attachments 3 and 4) to SOCIETY within ninety (90) days of the use of the donation.

D. GRANTEE shall not submit as donated labor, equipment, or materials any labor, equipment, or materials which was obtained using federal funds or is used as nonfederal share to match any other federal grant program or contract.

SECTION V. NONEXPENDABLE PERSONAL PROPERTY

A. Nonexpendable personal property (as defined by Office of Management and Budget (OMB) Circular A-110, Attachment N, Section 2.c) purchased in whole or in part with National Park Service's Historic Preservation grant funds is the property of the SOCIETY, and shall be delivered to the SOCIETY at the end of the period of the grant award unless otherwise agreed to in writing by SOCIETY.

SECTION VI. DISTRIBUTION OF RESEARCH FINDINGS

A. During the effective dates of this Agreement any and all reports, information, data, and findings prepared or assembled under this Agreement shall be made available to any individual or organization through SOCIETY to the extent as provided under NDCC 55-02-07.1, and the publication of such information in any form must have prior written agreement from SOCIETY.

B. Any press release or other public dissemination of information about the Project must acknowledge the Department of Interior, National Park Service, and the SOCIETY'S grant support and must have prior written approval for dissemination from SOCIETY.

SECTION VII. PROJECT REPORTING

A. GRANTEE shall submit to the SOCIETY, on or before the last day of each month, reports of the Project's progress and any impediments which might delay progress. This report shall include a brief narrative description of GRANTEE'S performance and Project's development.

B. GRANTEE shall submit to SOCIETY reports, documents, or other materials as listed in Attachment 5 to Society for approval. These submittals must occur on or before the deadline listed for each on Attachment 5. After each submittal, SOCIETY will have at least thirty (30) days and no more than sixty (60) days to review each submittal and to return to GRANTEE a report of required modifications. GRANTEE must incorporate these modifications into the reports, documents or other material (as appropriate) before resubmittal of such to the SOCIETY.

C. GRANTEE shall submit to SOCIETY on or before May 1, 2018, a comprehensive report identifying the portion of the project that was completed before March 1, 2018. GRANTEE shall include a section of this report an accurate estimate of the amount of grant funds and nonfederal match that was spent on the project before March 1, 2018.

D. GRANTEE shall submit to Society within 30 days of project completion a report comparing completed activities, products, and expenses with those approved listed in the Project proposal (Attachment 2). This report must be submitted no later than May 1, 2018.

SECTION VIII. PUBLICATIONS, AND COPYRIGHTS

A. An acknowledgment of NPS support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under,

any activity supported by HPF grant funds. This acknowledgment shall be in the form of the following statement.

> Project was partially funded by the Historic Preservation Fund, National Park Service, Department of the Interior. Any opinions, findings, and conclusions or recommendations expressed in this material do not necessarily reflect the views of the Department of the Interior.

B. GRANTEE is free to copyright any books, publications, or other copyrightable materials developed as a result of this Agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SOCIETY and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Furthermore, SOCIETY and/or the United States Government shall have the right at any time to modify, remove, obliterate, or ignore any of the markings on materials produced as a result of this agreement. GRANTEE shall not include in the materials produced as a result of this Agreement any copyrighted matter without the written approval of the copyright owner. The written copyright approval must indicate that the release of material extends to SOCIETY and/or the United States Government.

SECTION IX. REIMBURSEMENT

A. GRANTEE shall forward a request for reimbursement for the Project work performed to SOCIETY on SOCIETY-provided reimbursement forms (Attachment 6). Reimbursement will be paid according to the schedule found on Attachment 7. Reimbursements requests must list the federal share of expenses, the expenditure of GRANTEE match and the date on which each occurred. All other documentation required to substantiate Project costs (canceled checks, invoices, mileage logs, time sheets, work logs, and expense receipts, as applicable) shall be kept on file by GRANTEE and submitted upon request to SOCIETY.

B. All reimbursement requests and matching fund documentation for expenses incurred between March 1, 2018 and February 29, 2019 must be received by SOCIETY on or before May 1, 2019.

C. SOCIETY will withhold all reimbursement from GRANTEE until corrective measures are taken if GRANTEE submits reports that indicate a lack of progress or if GRANTEE does not meet report/material submission deadlines.

D. SOCIETY will not reimburse expenses for any product that does not meet the Secretary of Interior's "Standards" or does not conform to the terms and conditions of this contract.

E. GRANTEE shall reimburse SOCIETY for any and all overpayments on the Project, including but not limited to any work items, supplies, materials, equipment, wages, salaries or expenses if disallowed by SOCIETY and/or the National Park Service as part of their audit procedures.

F. GRANTEE agrees to document all allowable Project expense not reimbursed by federal funds and all in-kind donations of labor and/or equipment given to Project which exceeds the agreed upon match listed in Section III of this Agreement and submit the same to SOCIETY as Project match for SOCIETY's use.

SECTION X. PERIOD OF GRANT AWARD

A. The funds awarded to GRANTEE through this Agreement shall be available to the GRANTEE for use on the Project from March 1, 2018 through September 30, 2019. Expenses incurred by GRANTEE after September 30, 2019 will not be eligible for reimbursement. Funds awarded under the Agreement for which GRANTEE has not submitted eligible reimbursement requests on or before **November 1, 2019** or for which GRANTEE has submitted reimbursement requests but has not received reimbursement by December 1, 2019 (due to GRANTEE noncompliance with product submittal dates or standards) shall revert to SOCIETY, and GRANTEE shall under no circumstances, nor at any future time, be eligible to request nor receive all or any portion of the grant funds.

SECTION IX. PROHIBITION OF TRANSFER OF INTEREST

A. GRANTEE shall not transfer interest in this Agreement, neither in whole or in part, without the express written consent of SOCIETY.

SECTION XII. ACCOUNTING SYSTEMS, RECORD RETENTION AND AUDIT EXAMINATION

A. GRANTEE, upon signing this Agreement, assures SOCIETY that GRANTEE has an adequate accounting system and is able to administer the National Park Service's Historic Preservation grant according to accepted accounting standards appropriate to the amount of the grant.

B. SOCIETY, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representative shall have access to any books, documents, papers, notes, tapes, and records of GRANTEE which are directly pertinent to this Agreement, for the purpose of making audit examination, or to transcribe all or any portion of the above described materials (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

C. GRANTEE shall maintain all administrative and fiscal records relating to the Project for three years after the final grant reimbursement is made by SOCIETY to GRANTEE and all other pending matters are closed (Pursuant to Office of Management and Budget (OMB) Circular A-102, [43 CFR 12]).

D. GRANTEE shall comply with the Single Audit Act of 1996 and (OMB) Circular A-133 for state and local governments. Upon completion of the applicable audits, a letter from the auditor regarding the audit findings must be submitted to the SOCIETY.

SECTION XIII. COMPLIANCE WITH CIVIL RIGHTS ACT

A. GRANTEE shall comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., with regards to the Project for which the grant funds awarded shall be used.

SECTION XIV. ASSURANCES

A. All rules and regulations of the National Park Service, United States Department of the Interior, applicable to the conduct of a project under the National Historic Preservation Act of 1966 as amended, including the "Assurances" found as Attachment 8 to this Agreement, are made a part of this Agreement and are binding on both SOCIETY and GRANTEE.

B. GRANTEE shall comply with the regulations, policies, guidelines, and requirements, including Office of Management and Budget circulars A-21, A-87, A-102, A-122, and 48 CFR 31.2 as they relate to the application, acceptance and use of federal funds for this federally-funded grant.

SECTION XV. PROHIBITION ON LOBBYING

A. GRANTEE shall not include in requests for payment under this Agreement any costs to influence legislation pending before Congress. GRANTEE must conform to the provisions of 18 USC 1913:

> "No part of the money appropriated by an enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business."

SECTION XVI. TERMINATION

A. SOCIETY, by written notice, may terminate this Agreement, in whole or in part, if GRANTEE fails to comply with the conditions of this Agreement. Upon determination by SOCIETY that GRANTEE has failed to comply with the conditions of this Agreement, SOCIETY shall promptly provide written notification to GRANTEE, of the determination, reasons for the termination, and the effective termination date. SOCIETY shall not, however, terminate this Agreement without first issuing a termination notice informing GRANTEE of reasons for termination and providing a period of not less than twenty-five (25) days for GRANTEE to take corrective measures. Grant funds awarded to GRANTEE by SOCIETY through this Agreement shall be suspended until required corrective measures have been taken by GRANTEE. No reimbursement requests for project costs incurred, whether before or after the date of notification of reasons for termination, will be processed by SOCIETY during the suspension period. No proposal for future funding may be considered by SOCIETY while GRANTEE is suspended. If GRANTEE fails to take corrective measure in the time allowed and if the contract between SOCIETY and GRANTEE is terminated for GRANTEE noncompliance, GRANTEE may be prohibited from submitting proposals to SOCIETY for future grant projects for a period of not less than three (3) years from the date of termination.

B. Upon termination as described in the above part A. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and

2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination, and

3. Repay any or all grant funds received upon request by SOCIETY or alternatively, at SOCIETY'S discretion, pay to SOCIETY the amount needed to complete the project by a third party in accordance with the terms of this Agreement.

C. SOCIETY or GRANTEE may terminate this Agreement, in whole or in part, when both parties agree that continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The SOCIETY and GRANTEE shall agree upon the termination conditions, the effective termination date and, in the case of partial terminations, the revised project requirements and guidelines.

D. Upon termination as described in the above part C. of SECTION XII. the GRANTEE shall:

1. Immediately cancel as many outstanding project-incurred obligations as possible, and
2. Submit within fifteen days (15) days of the date of the termination, all Project-related materials produced prior to the date of termination and all documentation necessary for SOCIETY to make reimbursement for eligible project costs incurred by GRANTEE prior to the date of the termination. Extensions to the fifteen (15) day deadline may be requested in writing by GRANTEE. If SOCIETY agrees to the extension request, written notification of approval will be sent to GRANTEE.

E. GRANTEE may unilaterally cancel this Agreement any time prior to receiving the first reimbursement for eligible expenses incurred while Project work was performed. After initial reimbursement is received by GRANTEE, the Project may only be terminated, modified, or amended by GRANTEE after receiving written notification of the mutual agreement of SOCIETY.

F. SOCIETY reserves the right to cancel or modify this agreement should federal funding be rescinded or reduced or state laws or rules modified or changed in such a way that SOCIETY is unable to fulfill the terms of this Agreement.

G. SOCIETY reserves the right to cancel or modify this agreement should GRANTEE be unable to obtain any license, permit, or certificate required by law or regulation to be held by the GRANTEE to enable them to complete the Project.

SECTION XVII. EXTENSIONS

A. SOCIETY may grant extensions to most scheduled Project deadline dates, for a period of up to thirty (30) calendar days, in response to each written extension request submitted by GRANTEE. In no event may GRANTEE request an extension beyond the federal funding deadline of September 30, 2019.

SECTION XVIII. AMENDMENTS

A. This Agreement shall be amended only upon written request of either party and a receipt of written concurrence from the party to whom the request was made except as noted in Section XVII. of this Agreement.

SECTION XIX. PROPERTY OWNER CONSENT

A. Prior to entering private property and conducting field work, the GRANTEE shall obtain written consent from the property owner, or their authorized representative, unless authorized by Society to proceed with oral consent.

SECTION XX. PROCUREMENT

A. GRANTEE agrees to follow Federal competitive requirements found in 43 CFR 12 for all purchases of goods and services made with Federal grant funds or nonfederal matching funds and to provide evidence this process was followed when requesting reimbursement.

B. GRANTEE agrees to abide by the federal conflict of interest restrictions as listed in 43 CFR 12.

SECTION XXI. DISCRIMINATION IN EMPLOYMENT PROHIBITED

A. GRANTEE agrees not to discriminate in employment practices by failing or refusing to hire a person; by discharging an employee; by according adverse or unequal treatment to a person or employee with respect to application, hiring, training, apprenticeship, tenure, promotion, upgrading, compensation, layoff, or a term, privilege or condition of employment, because of race, color, religion, sex, national origin, age, physical or mental disability, or status with respect to marriage or public assistance. GRANTEE further agrees not to fail or refuse to make reasonable accommodations for an otherwise qualified person with a physical or mental disability or because of that person's religion.

SECTION XXII. NONDISCRIMINATION ON THE BASIS OF DISABILITIES

A. GRANTEE agrees to comply with Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112, as amended, 29 U.S.C. 794 et. seq.) and the provisions of the Americans with Disabilities Act (ADA) which requires that no qualified disabled individual is solely, by reason of disability, excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance. GRANTEE further agrees to operate the Project so that the Project, when viewed in its entirety, is readily accessible to and usable by qualified disabled person. However, this requirement does not necessarily require GRANTEE to make each of its existing historic properties or every part of a particular historic property accessible to and usable by qualified disabled persons.

SECTION XXIII. INDEPENDENT CONTRACTOR PROVISION

A. GRANTEE is not an employee of the SOCIETY and as such is not entitled to any employee related benefits. SOCIETY does not have the right to control the manner in which the work is completed or other details of the work except to the extent specified by the terms of the contract.

SECTION XXIV. AGE DISCRIMINATION

A. GRANTEE must comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101, et seq.)

SECTION XXV. PERMITS

A. GRANTEES performing field work on land owned by an instrumentality of the State of North Dakota must obtain a permit for each calendar year in which the field work takes place. Copies of the valid permit must be submitted to SOCIETY before any work on State lands commences.

SECTION XXVI. ARTIFACT CURATION AND STORAGE

A. All analyzed artifacts shall be carefully washed, cataloged, recorded, and stored (or returned to landowner if requested). After analysis and final reporting, the artifacts shall be curated at the discretion of SOCIETY at either SOCIETY's facilities or facilities approved by SOCIETY. Artifacts curated at SOCIETY facilities by GRANTEE shall be curated according to SOCIETY's curation specifications.

SECTION XXVII. APPLICABLE LAW

A. This Agreement shall be governed by and construed in accordance with the law of the State of North Dakota.

SECTION XXVIII. ADDITIONAL REQUIREMENTS

A. GRANTEE agrees to comply with such other additional requirements as found on Attachment 9.

Dated this _____ day of _____.

STATE OF NORTH DAKOTA
STATE HISTORICAL SOCIETY OF NORTH DAKOTA

By: _____
Claudia J. Berg. Director

City of Fargo

By: _____

STATE OF NORTH DAKOTA)
) ss
COUNTY OF BURLEIGH)

On this _____ day of _____, in the year of _____ before me personally appeared Claudia J. Berg, Director, known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the State Historical Society of North Dakota executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

STATE OF NORTH DAKOTA)
) ss
COUNTY OF)

On this _____ day of _____, in the year _____ personally appeared _____ known to me to be the person who is described in and who executed the written instrument and acknowledged to me that the executed the same.

(SEAL)

_____
Notary Public

My Commission Expires:

Attachment 1

Certified Local Government Grant Program Application Guidelines

FFY 2018
March 1, 2018 – February 28, 2019

The State Historical Society of North Dakota (SHSND) has yet to receive information on the final Historic Preservation Fund (HPF) monies for Federal Fiscal Year (FFY) 2018. We anticipate a similar level to 2017 of $693,000. A minimum of 10% of the HPF funds will be dedicated to Certified Local Governments and available through a competitive grant award to the 7 CLGs in North Dakota.

Special note: Contracts will not be finalized until the SHPO has finalized HPF award with the National Park Service. Any major work (ie: hiring contractor) on projects should not occur until after contract is signed.

APPLICATION PROCESS

To apply for a portion of this funding, CLGs must submit **six (6)** complete copies of the application to the State Historical Society of North Dakota by **Friday, February 23, 2018.**

The application must contain the following items:

1) Completed Application Form (Attachment 2). A signed form is preferred but the CLG may submit an unsigned form with the application and wait to submit a signed form after the total amount of the grant has been finalized.

2) A comprehensive budget for the entire grant year (March 1, 2018 - February 28, 2019) which includes the combined expenses and match for all projects.

3) A proposal for each project which includes the following:

   a) A narrative description of the project. The narrative should include the importance, goals and objectives of the project, public benefit, how this project will further local, regional or state historic preservation plans.

   b) A list of products which will result from the project, (contexts, nominations, survey reports, brochures, historic preservation plans, public education activities, etc.).

   c) A time line with dates for submission of products and completion of goals

   d) A detailed budget, showing line item expenses, methods used to arrive at the figures, and match amounts and their sources.

4) A list of all current Historic Preservation Commission members, including the Coordinator (if applicable). The list must include each member's address, phone number, email address, position on the commission, and the rate that is used to evaluate their donated time.

5) A list of current city or county commissioners for the CLG and their contact information; include the chief elected officer of the local government.

6) Historic Preservation Commission meeting minutes which show that the Commission has approved the projects for which funding is being requested and has approved the submittal of the grant application.

7) The signed "Assurances-non-construction programs" form (Attachment 8)

The forms required for items 1 and 7, are attached. The forms must be signed by the chief elected officer of the county or city (i.e. president, mayor, chairman).

The application will be for funds to be spent from March 1, 2018 - February 28, 2019.

PROJECT INSTRUCTIONS

Each project must have a separate narrative, budget, time line and products list. General CLG administration, as well as each survey, nomination, or development project are considered separate projects. For example, if a CLG is planning to ask for funds for administering the CLG, for doing a survey, for writing a national register nomination, and for printing a brochure; that CLG would submit a separate narrative, budget, product list and time line for each of those four projects. (See the sample application.)

Each CLG must apply for an administrative budget. This should be project #1. The administration project must be a complete project with narrative and budget.

The Administration Project will contains activities pertinent to budget formulation and execution, personnel management, finance, property management, equal opportunity, and other "overhead" functions not directly attributable to specific projects. In accordance with National Park Service requirements, funding in this Program Area may not exceed 25% of the CLGs annual award.

BUDGET INFORMATION

All figures should be rounded to the nearest dollar and miscellaneous categories are not eligible.

Allowable travel costs cannot exceed the rates established by the State of North Dakota:

1) The rate for mileage cannot exceed 54.5¢ per mile to a geographic point 300 miles each way from the borders of the state, and 18¢ per mile for the remaining distance.

2) The rate for meals cannot exceed $35.00 (Breakfast: $7, Lunch $10.50, Dinner: $17.50) per day per person in North Dakota; federal rates apply outside of North Dakota and vary per city.

3) The rate paid for in state lodging cannot exceed $83.70 plus tax per night per person.

   Federal rates apply outside of North Dakota and vary per city. If you need out-of-state rates for travel, please contact Amy Munson.

MATCH

All requested funds must be matched by local funding or in-kind donations. **The minimum match amount is 40%.**

Each project does not have to have 40% match but the cumulative match for the total grant must be 40%. The cumulative match must equal the total match on the application form.

CALCULATING MATCH

The minimum required match is 40% of the project total. The project total is the amount of the requested federal funds **added** to the amount of match provided. It is not 40% of the federal amount. To calculate the minimum amount of match required use the following formula:

(Federal Funds requested/0.6) X 0.4 = minimum required match

Example: If requesting $3500 in federal funds:

$3500 ÷ 0.6 = $5833 (total project costs);
$5833 x 0.4 = $2333. (total matching funds)

The minimum amount of match needed is $2333.

PAYMENT

The type of contract that will be written is "reimbursement." CLGs will be required to submit expense receipts, in-kind labor and material forms, and a reimbursement form. SHSND will reimburse the CLG after verifying the expense and match. However, reimbursement requests will not be honored if products are overdue or if the cumulative amount of match submitted is low in comparison to the amount of reimbursement paid.

DEADLINE

The application must be received in the State Historic Preservation Office by 5:00 p.m. on **Friday, February 23, 2018.**

CRITERIA

In addition to the ability of an applicant to generate the required matching contribution, all applications will be evaluated with regard to standardized evaluation criteria.
The proposal will be judged by what degree it demonstrates that:

- the applicant understands historic preservation goals and requirements.
- the proposed project is feasible and HPF eligible
- budget amounts are sufficient to accomplish the project as proposed.
- supporting rationale and documentation are adequate to justify budget line items.
- the contract amount is reasonable for the project.
- the planning and scheduling techniques assure quality performance.
- the quality of work done previously by the CLG meets Society's standards.
- the CLG has performed satisfactorily in past years.
- the proposed schedule will meet SHSND needs.
- the proposed project will meet SHSND comprehensive plan goals.

All application reviewers will be given information regarding CLG's performance on previous projects. This information will include any discrepancies between project deadlines and work completion dates, the accuracy of budget projections, and the quality of work performed.

STANDARDS FOR PROJECTS

Standards for survey, planning, and National Register projects are attached. Projects proposed in these areas must follow the required standards. If a context or an archeological survey project is going to be proposed, the Society should be contacted for further information.

Send completed applications to:

Amy Munson

Grants & Contracts Officer
State Historical Society of North Dakota
612 East Boulevard
Bismarck ND 58505

Questions should be directed to Amy at (701)328-3573 or e-mailed to amunson@nd.gov.

ENCLOSURES:

- CLG Grant Program Application Guide
- Proposal Development: Goals & Objectives
- Sample CLG Application
- Application Checklist
- Application Form (Attachment 2)
- Assurances – Non-construction Programs (Attachment 8)
- Requirements for National Register, Planning, and Survey Projects

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age, or disability. Any person who believes she or he has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, 1849 C Street, NW, Mail Stop 2255 Washington, D.C. 20240.

ATTACHMENT 2

HISTORIC PRESERVATION FUND GRANT APPLICATION FORM

CLG NAME: Fargo

MAILING ADDRESS: 200 3rd St N

CITY, STATE, ZIP: Fargo, ND 58102

CONTACT PERSON: Dawn Mayo (Kylie Bagley after March 1, 2018)

TITLE: Assistant Planner

PHONE: 701-476-4137 (Kylie 701-476-4152) E-MAIL: dmayo@fargond.gov or kbagley@fargond.gov

ADDRESS: Same as above

PROJECT PERIOD

Start Date: 3/1/2018 End Date: 2/28/2019

PROJECTS

Project 1: Admin/Host CLG meeting

Project 2: Training/National Trust Conference

Project 3: Mr. History Videotape

Project 4:

FEDERAL FUNDS and MATCHING SHARE:

FEDERAL FUNDS	$: 11,700
MATCHING SHARE	$: 7,799
TOTAL PROJECT COST	$: 19,499

I certify that I understand the terms and conditions relating to the use of HPF grant funds. I understand that I may not proceed with any project work for which reimbursement is expected until I receive written notification from the State Historical Society of North Dakota that the project has been approved. I also certify that the organization I represent has sufficient resources to satisfy the proposed matching share.

Mayor

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL TITLE DATE

Return Applications to:

Grants & Contracts Officer
Historic Preservation Division
State Historical Society of North Dakota
North Dakota Heritage Center
612 East Boulevard Avenue
Bismarck, ND 58505-0830

ADMINISTRATION PROJECT – NARRATIVE

Project Purpose and Intent
The Fargo Historic Preservation Commission (FHPC) intends to use the requested administrative funds to support its ongoing work, as it relates to National Register/Eligible properties in the City of Fargo.

Project Need
The FHPC will provide part of its grant match through attendance at the CLG meeting and regular meetings.

Product List

1. Host the annual CLG Meeting, 4/20/2018
2. Members will attend regular FHPC monthly meetings, annual CLG meeting and work on FHPC projects

Timeline

March 2018 – February 2019 Regular FHPC meetings/CLG meeting 4/20/2018

ADMIN BUDGET	Match	HPF	Total
Host the annual CLG Meeting	$266	$2,200	$2,266
FHPC (Meetings/Activities/Supplies/Postage)	$1,200	$0	$1,200
SUBTOTAL	**$1,466**	**$2,200**	**$3,466**

TRAINING FOR NEW CLG COORDINATOR AND 2 HPC MEMBERS

Project Purpose and Intent
To send 3 HPC members to the 2018 National Trust Conference in San Francisco.

Project Need
The Fargo Historic Preservation Commission would benefit from the training opportunities offered at the 2018 National Trust for Historic Preservation Conference.

Use of funds
Funds will be used to pay for costs related to Conference attendance, such as registration, airfare, meals, and lodging.

Product List
Attendees will report back to the HPC to share what they have learned.

Timeline
Conference attendance, November 13 – 16, 2018

CONFERENCE BUDGET	Match	HPF	Total
Airfare	$0	$1,800 (3 @ $600)	$1,800
Meals	$0	$888 (12 @ $74/person/day)	$888
Lodging	$0	$2,664 (12 @ $222/person/night)	$2,664
Registration	$0	$900 (3 @ $300/person)	$900
Misc. Costs	$0	$498	$498
Forum Membership	$0	$250	$250
FHPC Hours (donated hours)	$4,667	$0	$4,667
SUBTOTAL	**$4,667**	**$7,000**	**$11,667**

CREATE MR. HISTORY VIDEOTAPE

Project Purpose and Intent
The Fargo Public School District has utilized presentations by Steve Stark to help fulfill their curriculum requirements for teaching North Dakota history at the elementary school level, and would like to have a videotape of the presentation.

Project Need
These interesting presentations spark students' interest in the people and places of North Dakota history, and help foster an awareness and appreciation to our historic places. Steve Stark is on the verge of retirement, and the School District desires to videotape this presentation to keep as a teaching aid for future years.

Use of funds
Funds will be used to pay for costs related to the videotaping and editing of the presentation.

Product List
A videotape record of the presentation

Timeline
Fall/winter of 2018/2019.

MR. HISTORY BUDGET	Match	HPF	Total
Videotaping Costs	$1,666	$2,500	$2,266
SUBTOTAL	**$1,466**	**$2,200**	**$3,466**

COMPREHENSIVE BUDGET SUMMARY	Match	HPF	Total
PROJECT – ADMIN /HOST CLG MTG	$1,466	$2,200	$3,666
CONFERENCE	$4,667	$7,000	$11,667
MR. HISTORY VIDEOTAPE	$1,666	$2,500	$4,166
TOTAL BUDGET	**$7,799**	**$11,700**	**$19,499**

2017 Fargo Historic Preservation Commission

Michael Burns, Chair
2878 Lilac Lane N
Fargo, ND 58102
218-233-6621
mike@mjbaltd.com
Hourly Rate: $34.77 (Architect)

Heather Fischer, Vice Chair
1110 7th St S
Fargo, ND 58103
367-6376
heatherfischer@gmail.com
Hourly Rate $32.78 (Architect)

Christine Kloubec
620 8th St S
Fargo, ND 58103
701- 235-8872
back400@centurylink.net
Hourly Rate: $16.88

Matt Boreen
805 6th St S
Fargo, ND 58103
701-200-3458
matthew.boreen@gmail.com
Hourly Rate: $30.90 (Architect)

Paul Gleye
311 8th St S
Fargo, ND 58103
701-231-5789
paul.gleye@ndsu.edu
Hourly Rate: $52.58 (Architect)

Nathan Larson
819 8th Ave N
Fargo, ND 58103
701-237-5031
nathan.a.larson@gmail.com
Hourly Rate: $30.00 (Architect)

Mike Dawson
614 8th St S
Fargo, ND 58103
701-371-5860
mike.dawson.1186@gmail.com
Hourly Rate: $30.00 (Architect)

Dawn Mayo, CLG Coordinator
200 3rd St N
Fargo, ND 58102
701-476-4137
dmayo@cityoffargo.com
Hourly Rate: $31.25

2018 Fargo City Commission

Mayor Tim Mahoney, MD
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tmahoney@cityoffargo.com

Commissioner Tony Grindberg
200 North Third Street
Fargo, ND 58102
(701) 793-3763
Fax: (701) 476-4136
E-mail: tgrindberg@cityoffargo.com

Commissioner Dave Piepkorn
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: dpiepkorn@cityoffargo.com

Commissioner John Strand
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: jstrand@cityoffargo.com

Tony Gehrig
200 North Third Street
Fargo, ND 58102
(701) 241-1310
Fax: (701) 476-4136
E-mail: tgehrig@cityoffargo.com

Memo Regarding HPC Minutes Approving Grant Application

Please note, we are unable to provide meeting minutes, as the February 20, 2018 HPC meeting was canceled due to a lack of a quorum. However, I did email all the members with the proposed grant application projects as seen below, and received approval from the members. Their email responses are enclosed.

Possible Projects for Inclusion in 2018 CLG Grant Application:

1.	CLG Meeting Costs (Required)	$2,200
2.	Training for CLG Coordinator and 2 Commissioners	$7,000
3.	National Trust Forum Membership	$250
	Total	$9,450
4.	Videotape "Mr. History" presentation	$2,500
	Grand Total	$11,950

Dawn Mayo

From: Christine Kloubec <back400@centurylink.net>
Sent: Wednesday, February 21, 2018 11:39 PM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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

Dear Dawn,

I support the proposed grant projects.

Christine

----- On Feb 20, 2018, at 10:45 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

Hi Christine,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

--

Dawn Mayo

From: matthew boreen <matthew.boreen@gmail.com>
Sent: Wednesday, February 21, 2018 2:54 AM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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

Dawn,

I am in agreement for the CLG grant proposal as described in your previous email.

Thank you,
Matt
Sent from my iPhone

On Feb 21, 2018, at 1:47 AM, Dawn Mayo <DMayo@FargoND.gov> wrote:

> Hi Matt,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
> Dawn
>
> **Dawn Mayo**
> Assistant Planner
> (701) 476-4137
> City of Fargo, Planning & Development
> 401 3rd Ave N, Fargo, ND 58102
>
> <Possible Projects for Inclusion in 2018 CLG Grant Application.docx>

Dawn Mayo

From: Heather Fischer <heatherlfischer@gmail.com>
Sent: Tuesday, February 20, 2018 1:00 PM
To: Dawn Mayo
Subject: Re: HPC - CLG grant application

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

Dear Dawn,

Thank you for the email, yes, I support/approve the proposed grant projects.

Regards,

Heather

On Tue, Feb 20, 2018 at 10:41 AM, Dawn Mayo <DMayo@fargond.gov> wrote:

> Hi Heather,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
>
> Dawn
>
> **Dawn Mayo**
>
> Assistant Planner
>
> (701) 476-4137
>
> City of Fargo, Planning & Development
>
> 401 3rd Ave N, Fargo, ND 58102

Dawn Mayo

From: Mike Dawson <mike.dawson.1186@gmail.com>
Sent: Tuesday, February 20, 2018 11:23 AM
To: Dawn Mayo
Subject: Re: FW: HPC - CLG grant application

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

Hi Dawn,

I'm sorry I did not make the meeting this morning. I misinterpreted the email regarding the quorum and took it as there was no need to attend. Again, my apologies. I do in fact support the attached proposed grant projects.

Thank you,

Mike Dawson

On Tue, Feb 20, 2018 at 10:55 AM, Dawn Mayo <DMayo@fargond.gov> wrote:

> Hi Mike,
>
> We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?
>
> Thanks,
>
> Dawn
>
> **Dawn Mayo**
>
> Assistant Planner
>
> (701) 476-4137
>
> City of Fargo, Planning & Development
>
> 401 3rd Ave N, Fargo, ND 58102

Dawn Mayo

From: Gleye, Paul <paul.gleye@ndsu.edu>
Sent: Tuesday, February 20, 2018 10:35 AM
To: Dawn Mayo
Subject: Re: Skype for meeting

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

Yes, I approve of the CLG grant projects.

Paul H. GLEYE, Ph.D, | Professor
Department of Architecture and Landscape Architecture
North Dakota State University
Fargo, North Dakota 58108 | (701) 231-5789

From: Dawn Mayo <DMayo@FargoND.gov>
Date: Tuesday, February 20, 2018 at 4:39 PM
To: Paul Gleye <paul.gleye@ndsu.edu>
Subject: RE: Skype for meeting

Hi Paul,

Thanks for being available, sorry for the confusion. We ended up canceling the meeting, only Christine showed up. We got 4 inches of snow here overnight, so maybe people were shoveling?

Anyway, could you please reply and let me know if you approve of the projects that were proposed for the CLG grant application in the meeting packet? I will attach it to this email, also.

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

From: Gleye, Paul [mailto:paul.gleye@ndsu.edu]
Sent: Tuesday, February 20, 2018 7:50 AM
To: Dawn Mayo <DMayo@FargoND.gov>
Subject: Skype for meeting

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

Dawn Mayo

From: Michael Burns <mike@mjbaltd.com>
Sent: Tuesday, February 20, 2018 10:51 AM
To: Dawn Mayo
Subject: RE: HPC - CLG grant application

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

Hi Dawn, I was afraid that a quorum today might be a problem and I'm sorry for canceling so late. But I support and approved the proposed list for the CLG application.

Mike

From: Dawn Mayo [mailto:DMayo@FargoND.gov]
Sent: Tuesday, February 20, 2018 10:44 AM
To: Michael Burns <mike@mjbaltd.com>
Subject: FW: HPC - CLG grant application
Importance: High

Hi Mike,

We did not have a quorum for this morning's meeting of the HPC, and in order to apply for the CLG grant, (application deadline 2/23) I need to have approval for the proposed grant projects. Could you please reply to this email and let me know if you support the attached proposed grant projects?

Get better soon!

Thanks,
Dawn

Dawn Mayo
Assistant Planner
(701) 476-4137
City of Fargo, Planning & Development
401 3rd Ave N, Fargo, ND 58102

ATTACHMENT 3

Donated Labor

1. If the services performed by the donor are in the same skill area for which the employee is normally paid, the GRANTEE may value the donor's services at the rate the State of North Dakota pays for similar services (exclusive of fringe benefits and overhead costs).

2. If the services performed by donors are outside their normal profession or trade, the GRANTEE shall value the donor's service at the Federal minimum wage as stated in the Federal Fair Labor Standards Act.

3. All donated services shall be documented on the attached Donated Labor Time Sheet. The value of the donated labor shall only be used as the GRANTEE'S matching share if the donated labor is performed to accomplish work on the project.

4. Services paid under another federal grant or contract shall not be considered eligible as donated services by the SOCIETY.

5. Students in a federally funded work/study or Federal student loan program cannot contribute donated services as matching share for an HPF grant.

6. The maximum donation of services eligible as the GRANTEE'S matching share shall not exceed forty (40) hours per week per donation.

7. When donated labor is used by GRANTEE on the project, GRANTEE shall submit completed forms to SOCIETY within ninety (90) days of the use of donation.

DONATED LABOR TIME SHEET

Name _____
Hourly Rate _____
Rate Based On _____

Project _____
Project #: _____
Time Period _____

DATE	TIME				Work Performed	Total Hours	Hourly Rate	Total
	Start	End	Start	End				

ATTACHMENT 4

Donated Equipment & Materials

Donated supplies and materials such as office supplies, mileage, long distance phone costs, laboratory supplies, etc. can be used in whole or in part as the GRANTEE'S non-federal matching share on the condition that:

1. The donation is for supplies and materials required to complete the project.

2. Values assessed to the donations must be reasonable and must not exceed the fair market value at the time of donation.

3. The GRANTEE must provide the SOCIETY with written documentation to justify values assessed to the donations.

4. The GRANTEE must submit to the SOCIETY a property completed Donated Equipment & Materials Record, a copy of which is attached hereto, along with the documentation required above.

5. The GRANTEE shall submit completed forms to the SOCIETY within ninety (90) days of the use of the donation.

ATTACHMENT 4

Donated Equipment & Material Record

Project: _____ Grant #: _____

Name of Donor	Donor's Signature	Type of Item	☑ Donated	☑ Loaned	Date of Donation / Loan (if loaned also give hours of use)	Value of Donation / Loan (if loan give hourly rate)	Total Donation / Loan

I certify that this is an accurate record of equipment and materials donated and./or loaned for use.
Documentation supporting the values of donations/loans is attached.

_____ _____

Signature, Project Manager Date

ATTACHMENT 5

Product Schedule

Fargo CLG
38-18-161422-27

Administration

Coordinator Reports	Monthly; with the first set of minutes
Expense & Match Reports	Final Report due no later than November 2019
Fargo CLG Meeting Minutes	Within ten days of each meeting

ATTACHMENT 6

REIMBURSEMENT REQUEST AND MATCH REPORTING FORM

for the Historic Preservation Grant Program administered by the State Historical

Project #: _____ Request #: _____

Project Name: _____ Grantee: _____

Time Period covered by this request: _____

	(a) Grant	(b) Match
1. Agreement amounts		
2. Amount of reimbursement requested		
3. Amount of match reported		
4. Total amount of reimbursement received (before this request)		
5. Total amount of match credited (before this request)		

Please attach all receipts, invoices, pay records, donated labor and equipment sheets, etc. required to document expenses.

CERTIFICATE FOR PAYMENT

I certify that to the best of my knowledge, information and belief the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all amounts have been incurred in conformance to the Agreement and have been claimed in previous Payment Requests, that all reporting requirements and scheduled activities have been met to dat, and that current payments requested herein is now due.

By:	Date:
Position:	

For State Historical Society of North Dakota Use Only

Certification For Payment

Project Personnel: Based on on-site inspections of work and/or review of reports and other materials submitted by the Grantee, I certify that to the best of my knowledge, information and belief that the work covered by this Payment Request has been completed to date in accordance with the Agreement, that all reporting requirements and scheduled activities have been met to date, and that the Grantee is entitled to payment.

By: Date:

Grant Personnel: Based upon review of this Payment Request and attached auditable records, I certify that tot the best of my knowledge, information and belief that all amounts covered by this Payment Request have been incurred in conformance to the Agreement and have not been claimed in previous Payment Requests, and that the Grantee is entitled to payment .

By: Date:

My records concur with the above figures.

_____ _____

SHSND Grant Officer Date:

Attachment 7

Payment Schedule

Reimbursement will be made upon submittal of the Request for Reimbursement form. However if a deadline for products has been missed or amount of match submitted is low, payments will be withheld until the issues are corrected.

ATTACHMENT 8

OMB Approval No. 0348-OC40

ASSURANCES--NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

   the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made: and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f)
   Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§

327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176© of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Mayor
APPLICANT ORGANIZATION Fargo CLG	DATE SUBMITTED

ATTACHMENT 9

Additional Requirements

Fargo CLG
38-18-161422-27

1) No additional requirements

Fargo
2018
Funded Budget

Administrative Budget			
	Match	**Federal**	**Total**
Host CLG Meeting	$266	$2,200	$2,466
FHPC (Meetings/Adtivities/Supplies)	$1,200	$0	$1,200
			$0
			$0
			$0
			$0
Administrative Total	$1,466	$2,200	$3,666

Travel and Education			
	Match	**Federal**	**Total**
Airfare		$1,200	$1,200
Meals		$592	$592
Lodging		$1,776	$1,776
Regstieration		$600	$600
Misc. Costs		$332	$332
Forum Membership		$250	$250
FHPC Match Hours	$4,667	$0	$4,667
TOTAL	**$4,667**	**$4,750**	**$9,417**

Mr. History Video			
	Match	**Federal**	**Total**
Video		$0	$0
TOTAL		**$0**	**$0**

	Match	**Federal**	**Total**
Grant Totals	**$6,133**	**$6,950**	**$13,083**
	47%		
40% min required match	$ 4,633	$6,950	$ 11,583

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

15

MEMORANDUM

TO: City Commission

FROM: Barrett Voigt, Assistant Planner BV

DATE: June 14, 2018

RE: 90-Minute Parking on west side of 3rd Street North

On May 31, 2018, the Parking Commission, with a unanimous vote of 5-0, approved of the 90-minute time-limited parking zone designation of the west side of 3rd Street North between Northern Pacific Avenue and Machinery Row Avenue. The request was made by Brandi Malmov of TRN Abstract & Title to change the time limit from 4 hours to 90 minutes to promote more customer parking. Please see the attached letter request and map for more information.

Per City of Fargo Municipal Code Section 8-1006, the Parking Commission is authorized to establish and change parking zones within the downtown area. In addition, Section 8-1006 requires approval by the City Commission for any decision by the Parking Commission to modify time-limited parking zones.

Recommended Action: Approve of the 90-Minute Parking time zone on the west side of 3rd Street North between Northern Pacific Avenue and Machinery Row Avenue.

On-street Parking Time Zone Change Request (4 Hours to 90 Minutes)



THE CITY OF Fargo FAR MORE

300 Feet

Fargo Parking Commission
May 31, 2018

CITY OF Fargo

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

(16)

June 14, 2018

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

RE: Solid Waste Management Agreement with Pioneer Roll-Offs

Dear Commissioners:

Attached for your approval is a Solid Waste Management Agreement between the City of Fargo and Pioneer Roll-Offs. The Agreement outlines the provisions of being a Private Hauler within the City of Fargo and governs the collection and delivery of waste generated within the City. The agreement also outlines the approved billing procedures, and provides a detailed list of and waste that is prohibited at the Fargo Landfill Facility.

Prior to the Agreement application process, the applicant did meet the Waste Hauler provisions of the North Dakota Department of Health and the Commercial Hauler permit provision by the City of Fargo Auditor's Office. The Agreement shall have an initial term of ten years, renewable for an additional period of five years by mutual agreement.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION
Approve The Solid Waste Management Agreement between the City of Fargo and Pioneer Roll-Off, effective June 19, 2018.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

cc: Paul Hanson, Landfill Supervisor

SOLID WASTE MANAGEMENT AGREEMENT FOR PRIVATE HAULERS IN THE CITY OF FARGO

PARTIES

THIS AGREEMENT is entered into this 19th day of June, 2018, by and between the CITY OF FARGO (A City), a political subdivision of the State of North Dakota and Pioneer Roll-offs, (A Private Hauler), collectively referred to as the parties.

RECITALS:

WHEREAS, the Solid Waste Management Rules of North Dakota, NDCC Chapter 23-29 and NDAC Article 33-20, as amended require the City to establish a solid waste management program; and

WHEREAS, the City wishes to assure the protection of the environment and protect against environmental liability by insuring the proper operation of the program and solid waste facilities for its citizens; and

WHEREAS, the North Dakota legislature has established reduction goals in an effort to reduce the waste stream volumes entering municipal solid waste (MSW) landfills; and

WHEREAS, it is the desire of the City to reduce the volume of solid waste generated in the City by ensuring that the fees charged for solid waste disposal better reflect the true long term costs of waste disposal, and to reuse or recycle certain components of such solid waste to the maximum extent appropriate; and

WHEREAS, the City is operating a MSW landfill and related recycling programs for the purpose of (1) disposal of residential, commercial and industrial solid waste, and (2) diverting certain wastes for recycling purposes; and

WHEREAS, the City finds that the most effective means to protect residents and businesses of the City of Fargo from liability under state and federal environmental statutes is to ensure that solid waste generated in the City comes under the control of the City, and is disposed of in an appropriate location, including, without limitation, in the City-supervised and operated MSW landfill; and

WHEREAS, the Private Hauler is in the business of collecting solid waste in the City and desires to voluntarily enter into this Solid Waste Management Agreement governing its collection of solid waste generated within the City; and

WHEREAS, entering into this Agreement will be mutually beneficial to both the Private Hauler and the City; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, and in order to permit the City to accomplish the goals and objectives set out in the Rules, it is agreed to by the parties hereto as follows:

ARTICLE I
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.1. Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise;

"Acceptable Waste" means materials generally referred to as residential, commercial, or industrial "waste" as defined in Article 13-0501 of the Fargo Municipal Code, which have traditionally been disposed of in a solid waste landfill, consistent with City solid waste ordinances and which are not prohibited wastes.

"Agreement" means this Solid Waste Management Agreement, as it may hereafter be amended or supplemented.

"Generators" means the residential, commercial and industrial generators within the City of Fargo.

"Landfill" means the City of Fargo Municipal Solid Waste Landfill.

"Private Hauler" means any person or entity, including the Private Hauler, licensed to collect or transport waste from residential, commercial, or industrial property.

"Prohibited Waste" means Prohibited Waste as defined in Exhibit A hereto.

"Self-Hauler" means a person or entity who transports municipal waste generated by that person or entity or another person or entity without compensation.

"Solid Waste Ordinances" means the ordinances found in Article 13-05 of the Fargo Municipal Code adopted by the City and amended from time to time.

"Tipping Fee" is the charge for the use of the Landfill for the disposal of Acceptable Waste as set by City of Fargo Solid Waste Ordinances.

"Unforeseen Circumstance" means any act, event or condition that has had, or will have a material adverse effect on the rights or obligations of the Private Hauler or the City under this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. Such acts or events may include, but shall not be limited to, and are qualified by the following:

(a) An act of God (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as a landslide, lightning, tornado, flood, fire, explosion, sabotage or similar occurrence; acts of public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

(b) The non-issuance, suspension, termination, interruption, denial or failure of renewal of any permit license, consent, authorization or approval essential to the operation of

the Landfill; provided that such act or event shall not be the result of the willful or negligent action or inaction of the party relying thereon and that neither the contesting in good faith or any such order nor the reasonable failure to so contest shall be construed as a willful or negligent action of inaction of such party; and

(c) The failure of any appropriate federal, state, county, or city public agency or private utility, having operational jurisdiction in the area in which the Landfill is located, to provide and maintain utilities, services, water and sewer lines, and power transmission lines to the Landfill site which are required for and essential to the operation of the Landfill.

"Waste" means all waste as defined in Article 13-1501 of the Fargo Municipal Code delivered or caused to be delivered to the Landfill.

Section 1.2. References. All references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this Agreement as executed. The words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

Section 1.3. Other References. The terms defined in Section 1.1 include the plural as well the singular, and the use of any gender refers to all genders. All accounting terms are in accordance with generally accepted accounting principles. All computations provided for herein shall be made in accordance with generally accepted accounting principles.

Section 1.4. Representations by the Private Hauler. The Private Hauler makes the following representations as the basis of its covenants herein:

(1) The Private Hauler, if a corporation, is duly incorporated, and is in good standing under the laws of the State of North Dakota, has power to enter into this Agreement and by proper corporate action has authorized the execution and delivery of this Agreement.

(2) The Private Hauler, if a partnership, is a validly formed and existing partnership, has power to enter into this Agreement and by proper action of the partnership has authorized the execution and delivery of this Agreement.

(3) The execution and delivery of this Agreement, the consummation of the transaction contemplated hereby, and the fulfillment of the terms and conditions hereof do not and will not conflict with or result in a breach of any of the terms or conditions of the articles of incorporation or bylaws of the Private Hauler, if it is a corporation, or of the partnership agreement, if the Private Hauler is a partnership, or of any restriction or of any agreement or instrument to which the Private Hauler is now a party, and do not and will not constitute a default under any of the foregoing, or result in the creation or imposition of any liens, charges or encumbrances of any nature upon any of the property or assets of the Private Hauler contrary to the terms of any instrument or agreement.

(4) The Private Hauler is duly licensed to collect Waste within the City; the Private

Hauler has obtained all requisite approvals of the State of North Dakota and other federal, state, regional and local government bodies for the collection of the Waste it collects.

(5) The Private Hauler has or will obtain all equipment and personnel necessary to fulfill its obligation under this Agreement and will maintain all accounting and billing systems necessary to fulfill its obligations under this agreement and applicable ordinances, and will, further, fully comply with all applicable licenses, permits, laws or ordinances.

(6) The Private Hauler is able to deliver to the Landfill all Acceptable Waste collected by it from all of its present and future customers in the City in accordance with the terms of this Agreement.

(7) To the extent that the Private Hauler with regard to Section 3.6 is the legal successor to prior commercial Haulers, the Private Hauler has obtained the irrevocable right to fully and unconditionally release claims against the City on their behalf.

(8) The Private Hauler understands that this Agreement does not include, and does not apply to, the collection of Waste generated outside the geographic boundaries of the City of Fargo, except as expressly provided herein.

Section 1.5 Exhibits. The following Exhibits are attached to and by reference made a part of this Agreement:

Exhibit A: Prohibited Waste

Exhibit B: City of Fargo Waste Management Credit Policy

The City may from time to time during the term of this Agreement amend or modify the provisions of these exhibits, subject to advance notice to and input from the Private Haulers.

ARTICLE II
DELIVERY OF WASTE

Section 2.1. Private Hauler Status, Collection and Billing Procedures. Execution of this Agreement by the City constitutes the "substitute contract" waiver of the limitation on private haulers as set forth in Article 13 of the City's ordinance providing for organized collection. As such, the agreement entitles the Private Hauler to continue to provide collection and hauling services, and bill directly, to all customers currently being serviced by the Private Hauler at the time of the execution of this agreement, and compete for new or additional accounts and customers so long as the Private Hauler is in compliance with the provisions of this Agreement.

Notwithstanding any other provision of this Agreement, the City retains the absolute right to provide waste collection and disposal services exclusively to all residential accounts. In addition, the City may provide service directly to those commercial accounts it obtains as part of its own proprietary commercial hauling operations provided directly by the City, or by contracting with a private hauler.

Section 2.2. Collection and Delivery of Acceptable Waste. The Private Hauler hereby agrees to collect and promptly deliver to the City at the Landfill, in accordance with the terms of this Agreement and with such collection and delivery procedures as the City may from time to time prescribe, commencing on the effective date of this Agreement and continuing thereafter during the term of this Agreement, the total quantity of Acceptable Waste generated in the City of Fargo collected by the Private Hauler, subject to the terms and conditions of this Agreement.

Section 2.3. Delivery of Prohibited Waste. The Private Hauler agrees to use its best efforts to deliver only Acceptable Waste to the Landfill. The City shall not be required to accept any Waste which does not constitute Acceptable Waste. The City shall have the right, but not obligation, to inspect all vehicles delivering Waste to the Landfill. No inspection by the City shall limit the obligation of the Private Hauler to deliver only Acceptable Waste to the Landfill. If the City in the exercise of its reasonable judgement determines that a vehicle contains any Prohibited Waste, as defined in Exhibit A, the City may reject the entire delivery and the Private Hauler shall forthwith remove such entire delivery from the Landfill for disposal at a specified Facility. All costs of such removal and disposal shall be borne by the Contact Hauler. In addition, a sum equal to the disposal fee provided in Section 2.6 and as adjusted, together with all costs including special handling fees if applicable, incurred by the City, shall be charged to the Contact Hauler for each ton of Waste delivered by the Private Hauler and rejected by the City.

The Private Hauler shall have the sole responsibility to remove from the Landfill, Prohibited Waste it has delivered and pay the resulting cost, notwithstanding any prior acceptance of such Waste as Acceptable Waste by the City. Such removal shall be accomplished promptly after notice, verbal or written, is received by the Private Hauler from the City that any Waste previously delivered by the Private Hauler is Prohibited Waste. In the event the Private Hauler refuses to or unreasonable delays its removal of Prohibited Waste, (i.e. delays by more than 24 hours), the City may remove and dispose of the Prohibited Waste and charge the costs of such removal and disposal to the Private Hauler on the next monthly invoice to the Private Hauler.

Section 2.4. Delivery Conditions. The Private Hauler agrees that all Acceptable Waste shall be delivered in accordance with the following terms and conditions:

(a) Hours and Days of Delivery. The City, unless it notifies the Private Hauler otherwise, shall accept deliveries from the Private Hauler during the operating hours as posted at the Landfill.

(b) Final Disposal Location. Once annually, during the term of this agreement, the Private Hauler shall inform each customer in writing of the final disposal location(s) of the Solid Waste collected from the customer. The Private Hauler shall make the same report in writing to The City of Fargo.

(c) Origin of Waste. The Private Hauler, acting through its drivers, shall state the origin by municipality of collected Waste on the Landfill scale ticket at time of delivery to the Landfill.

(d) Commingling of Waste: The Private Hauler, acting through its drivers, shall not commingle Waste generated inside the geographic boundaries of the City of Fargo with waste generated outside the geographic boundaries of the City of Fargo, unless

and until a separate contract agreement for the outside waste has been entered into between the Private Hauler and the City of Fargo.

(e) Differential Tipping Fees: The Private Hauler understands that the City reserves all rights to charge a different tipping fee at the Landfill for the disposal of Waste generated outside the geographic boundaries of the City of Fargo than for Waste generated inside the geographic boundaries of the City of Fargo.

(f) Transportation to Landfill. The Private Hauler shall be solely responsible for the provision, at its expense, of all personnel and equipment necessary to transport all Waste to be delivered under this Agreement and to deliver the same to the Landfill in accordance with such regulations relating to the manner of delivery as the City may from time to time establish.

(g) Equipment. All equipment used by the Private Hauler for collection and transportation of Waste for delivery pursuant to this Agreement shall be licensed pursuant to and complies with all ordinances and regulations which may from time to time be enacted with respect thereto, and shall comply with such equipment specifications as may be established by the City or other regulatory agencies. The City may reject any delivery of Waste delivered by equipment in violation of this paragraph. In the event of such a rejection, a sum equal to the special handling fee, if applicable, as adjusted shall be charged to the Private Hauler for each ton of Waste, or part thereof, delivered by the Private Hauler and rejected. The Private Hauler shall maintain with the City such information concerning equipment of the Private Hauler as may be requested from time to time by the City.

(h) Landfill Rules. The Private Hauler will comply with all reasonable rules and regulations posted at the Landfill.

Section 2.5. Tipping Fee Remittance. The tonnage of Waste hereunder shall be determined as provided in section 2.7. The Tipping Fees remitted by the Private Hauler to the City for each ton of Waste delivered to the Landfill shall comply with Section 4.5.

Section 2.6. Monthly Statements; Payments. The City shall, within ten (10) days following the last day of each month subsequent to the effective date of this Agreement and within ten (10) days following the expiration of the term or termination of this Agreement, submit to the Private Hauler a statement of the total tonnage of Acceptable Waste delivered to the Landfill during the preceding month or other applicable period and the amount which the Private Hauler is required to remit to the City pursuant to this Agreement. The charge for each month during the term of the Agreement shall be computed on the basis of the tipping fees as noted in Section 4.5. The City of Fargo reserves the right to audit the accounts receivable and other records of the Private Hauler as necessary to verify the accuracy of the accounts receivable and other records of the Private Hauler. City staff or appointed representatives will perform the audit at no cost to the Private Hauler except in the event where material discrepancies and/or violations are noted or the Private Hauler's records are incomplete or incorrect, the City may calculate the correct remittances due the City and charge the cost of necessary work to the Private Hauler. Remittances for each month's deliveries shall be paid according to the City of Fargo's Waste Management Credit Policy as set out in Exhibit B. Such audit shall be subject to the applicable laws of the State of North Dakota.

Section 2.7. Weighing at Facility. The City shall maintain at the landfill certified truck-weighing scales operated by a scale operator. The tonnage of Acceptable Waste delivered at the Landfill shall be determined by the deduction of the tare weight of the vehicle from the total loaded weight of the vehicle. The tare weight of the vehicle is determined after the contents of each vehicle load is disposed of at the Landfill. The City or Private Hauler shall have the right at any time to reweigh any vehicle. The City shall provide to the driver of each vehicle making a delivery to the Landfill a receipt signed by the scale operator, which shall also be signed by the driver of the vehicle, setting forth the gross weight, tare weight, date, time, truck identification, total tonnage and origin of Acceptable Waste determined to have been delivered to the Landfill by such Vehicle. Whenever any Waste is not accepted, the outgoing vehicle shall be weighed and receipted in a like manner. All such receipts shall be prepared in triplicate, with the City retaining one copy or a suitable machine record. Such receipts shall be used by the City, as the basis for determining the remittances required by Section 2.6 and Section 2.7. The Private Hauler through its authorized representatives, shall have the right from time to time to audit, at the Private Hauler's sole cost, the weight records of the Landfill, provided such audits are made at reasonable times and upon prior written notice and in accordance with applicable laws of the State of North Dakota and do not in any way interfere with the orderly operation of the Landfill.

ARTICLE III
COVENANTS OF THE PRIVATE HAULER

Section 3.1. Indemnification. The Private Hauler shall take all precautions necessary to protect the public against injury and shall defend, indemnify and save the City harmless from all damages and claims of damages that may arise by reason of any negligence on the part of the Private Hauler, its agents, employees, or independent contractors, while engaged in the performance of this Agreement including, but not limited to damages and claims of damages caused by hot loads delivered by the Private Hauler, fires caused by hot loads after delivery, driver-caused damage to any part of the Landfill and the cost of clean up of Waste contaminated by the Private Hauler, and against any and all claims, liens and claims of liens for labor performed or material or services furnished or subcontracted for by the Private Hauler with or without authorization of the City. The Contact Hauler shall also defend, indemnify and save the City harmless from and against all liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the City), causes of action, suits, claims, demands and judgements of any nature arising from violation of any representation, agreement, warranty, covenant or condition of this Agreement. The City shall indemnify the Private Hauler for any damages, including costs of defense, for the negligence of itself, its employees or agents arising from the violation of any representation, agreement, warranty, covenant or condition of this Agreement.

Section 3.2. Insurance. The Private Hauler shall obtain and furnish to the City evidence of all insurance required under City of Fargo Solid Waste Ordinances, covering all vehicles to be used and all operations to be performed by the Private Hauler, its subcontractors and independent contractors in performing this Agreement. Such insurance may be provided by the Private Hauler and separately by the individual subcontractors and independent contractors; or, in the alternative, the Private Hauler may furnish evidence of such insurance covering itself as well as all of its subcontractors and independent contractors as additional insureds. The Private Hauler shall ensure that the City of Fargo is included as an additional insured in all policies required under this Section.

Section 3.3. Nondiscrimination. The Private Hauler agrees that it shall not, within the State of North Dakota, discriminate against any employee or applicant for employment because of race, color, creed, national origin or sex, and will include a provision prohibiting such discrimination in all subcontracts entered into for the performance hereof.

Section 3.4. Notice of Default. The parties will give to the other prompt notice of any condition or event that constitutes an Event of Default.

Section 3.6. Continuing Existence and Qualification. The Private Hauler will remain duly qualified to do business in the State of North Dakota and licensed to operate as a Private Hauler in the City of Fargo.

Section 3.6. Waiver of Liability and Covenant Not to Sue. The Private Hauler hereby waives any liability claims or causes of action arising from the existence of or enforcement of City ordinances, resolutions, policies, contracts, or other actions controlling or attempting to control, the collection, disposal or other handling of Waste. The waiver specifically extends to any predecessor individuals, partnerships, corporations or other entities, of the Private Hauler. The Private Hauler further agrees that it will not assert any claim that the provisions of this Agreement or any City ordinance related thereto is unconstitutional or illegal and should any other individual establish such in any court of law that the Private Hauler will not claim any damages.

Section 3.7. Charge for Collection. The Private Hauler agrees to charge for collection of Waste based upon the usual industry standards.

Section 3.8. Independent Contractor. The Private Hauler shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Private Hauler as the agent, representative, or employee of the City of Fargo for any purpose or in any manner whatsoever. The Private Hauler is to be and shall remain an independent contractor with respect to all the services performed under this Agreement. The Private Hauler represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Private Hauler or other persons while engaged in the performance of any work or services required by the Private Hauler under this Agreement shall have no contractual relationship with the City of Fargo, and shall not be considered employees of the City of Fargo. Any and all claims that may or might arise under Chapter 52-01, et seq., N.D.C.C. of the State of North Dakota on behalf of said personnel, arising out of employment or alleged employment, including without limitation, claims of discrimination against the Private Hauler, its officers, agents, contractors, or employees, shall in no way be the responsibility of the City of Fargo. The Private Hauler shall defend, indemnify, and hold the City of Fargo, its officers, agents, and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever, from the City of Fargo, including, without limitation, tenure rights, hospital and medical care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability, severance pay, and PERA.

ARTICLE IV
COVENANTS OF CITY

Section 4.1. City's Duty to Accept Waste. For the term of this Agreement, the City shall accept from the Private Hauler all Acceptable Waste delivered by the Private Hauler to the Landfill or to such other location as the City shall specify, in accordance with the terms of this Agreement.

Section 4.2. Failure to Accept Waste at Landfill. If at any time the City is unable to receive all or any part of the Private Hauler's Acceptable Waste at the Landfill for any reason, then the City shall verbally notify the Private Hauler's truck operator or dispatcher and any other responsible party designated by the Private Hauler for notification, such notification to be followed by written confirmation to the Private Hauler. The City shall also station an individual or post a sign during normal waste receiving hours to notify truck operators of the suspension of operations. The Private Hauler shall be authorized to haul the waste to any State approved waste processing or disposal facility, as determined by the City of Fargo Solid Waste Operations Manager. All costs of such transportation and disposal shall be borne by the Private Hauler. The City shall give at least 48 hours verbal notice to the Private Hauler when operations at the Landfill will resume. If such 48-hour notice is given, then the Private Hauler shall deliver waste to the Landfill in accordance with this Agreement when operations resume. If such advance notice is not given, then the Private Hauler shall begin delivery of Waste to the Landfill within 48 hours of having received notice from the City.

Section 4.3. Proper Disposal of Waste. The City shall dispose of all Acceptable Waste delivered to it in accordance with the terms of this Agreement and all applicable laws and regulations.

Section 4.4. Enforcement of Similar Agreements and Solid Waste Ordinances. The City shall exercise its best efforts to enforce all similar agreements and related Solid Waste Ordinances. The City agrees that it will not extend preferential rates or privileges to any individual Private Hauler, unless such rates or privileges are offered to all Private Haulers. However, the City may continue preferential rates to single family residential accounts. The City reserves the right to enter into similar contracts with other Private Haulers, waste generators or governmental bodies with the same rates and privileges.

Section 4.5. Establishment of Tipping Fees. The City agrees to establish the following Tipping Fees effective June 19, 2018:

$ ~~29.00~~ 42.00 per ton - Fargo Waste

TL

The City reserves the right to adjust the Tipping Fees subject to the following:

(1) Public notice of the intent to adjust the Tipping Fee will be given and a public hearing of the City Commission will be held on the adjustment;

(2) Any increase in the Tipping Fee will be based on and directly related to increased capital or operational costs of the Solid Waste Division, including any increase in maintenance costs in addition to the anticipated costs, or decreased revenue from the operation of the Landfill; and

(3) No such adjustment will be made during the first 3 years after the effective date of this Agreement. Thereafter, adjustments shall be made not more than once annually and shall also be reflected in the City's commercial fee matrix.

In addition to the Tipping Fees, the Private Hauler will pay all applicable taxes and other fees established by the State of North Dakota or other governmental body other than the City.

Section 4.6. No Waiver of Immunity: Nothing in this Agreement shall constitute a waiver or diminution by the City of Fargo of any immunities or statutory limitations on liability.

ARTICLE V
EVENTS OF DEFAULT REMEDIES

Section 5.1. Events of Default. Any of the following events shall constitute an Event of Default:

(a) The failure to delivery any Acceptable Waste as required by Section 2.1; or

(b) If the Private Hauler enters voluntary bankruptcy or insolvency, or seeks reorganization, arrangement, adjustment or composition under the federal Bankruptcy Code or any other applicable federal or state law, [or makes any general assignment for the benefit of its creditors without complying with the provisions in Section 6.4 regarding transfers and assignments] or suffers any order for relief under the federal Bankruptcy Code or any order adjudicating it to be bankrupt or insolvent, or appointing a receiver, liquidator, assignee for the benefit of creditors, trustee, sequestrator or other similar official for the Private Hauler which prevents or impairs the Private Hauler's ability to perform all terms and conditions of this Agreement; or

(c) The failure to perform or observe any other of the covenants, agreements or conditions on the part of the Private Hauler or the City in this Agreement, including the failure to make punctual payment of any amounts due pursuant to Section 2.5, and such default shall have continued for a period of fifteen (15) days after written notice thereof given by the other party to defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to its expiration for such longer period as reasonable diligence may require to remedy the same, with such an extension to be reasonably granted by the non-defaulting party.

Section 5.2. Other Remedies. Upon the occurrence of an Event of Default, the non-defaulting party may pursue any available remedy by suit at law or equity to enforce the covenants of the defaulting party herein, including such appropriate judicial proceedings as the non-defaulting party shall deem most effective to protect and enforce or aid in the protection and enforcement of the covenants and agreements in this Agreement. In addition, upon the occurrence of an Event of Default, the non-defaulting party may immediately terminate this Agreement by written notice to the defaulting party. The City retains the right to enforce against the Private Hauler all applicable ordinances, regulations, statutes or permits.

Section 5.3. Manner of Exercise. Unless otherwise stated, no remedy by the terms of this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy of the parties given now or hereafter existing at law or in equity or by statute.

ARTICLE VI
GENERAL TERMS

Section 6.1. Terms and Termination. This Agreement shall become effective on June 19, 2018, if and only if on or before that date the City has given the Private Hauler notice that contracts identical to this Agreement (except with regard to the name of the Private Hauler) have been executed by a sufficient number of Private Haulers to justify the waiver from the organized collection provisions, such justification to be in the sole and complete discretion of the City. If such notice is not given on or before ——, 20—, this Agreement shall be null and void. The Agreement shall have an initial term of ten years from June 19, 2018, renewable for an additional period of 5 years by mutual agreement of the parties provided that the Private Hauler shall provide final, binding notice of intent to renew no later than May 19, 2018, provided City has given notice of the same 30 days prior thereto.

This Agreement shall also terminate:

(a) If the City permanently ceases the operation of its Landfill; or

(b) If this Agreement is terminated by the non-defaulting party after an Event of Default, as provided in Section 5.1; or

(c) If the City lawfully terminates its solid waste management program; or

(d) By mutual agreement of the parties.

Section 6.2. Private Hauler's Obligations Unconditional. Without limiting any of the other provisions of this Agreement, all obligations of the Private Hauler to make Tipping Fee remittances and other payments due to the City under this Agreement shall be absolute and unconditional, and the Private Hauler shall not be entitled to any abatement, diminution, set off, abrogation, waiver or modification thereof, nor to any termination of this Agreement by any reason whatsoever, except as expressly provided herein, regardless of any rights of set off recoupment or counterclaim that the Private Hauler might otherwise claim against the City or any other party or parties and regardless of any contingency, event or cause whatsoever and notwithstanding any circumstances or occurrence that may arise or take place before, during or after the effective date if this Agreement, except during the pendency of an Unforeseen Circumstance.

Section 6.3. Disposal of Waste other than for Private Hauler. The Private Hauler recognizes that the Landfill will be operated for the purpose of receiving Waste from a number of sources. The Private Hauler agrees that the City shall have the right to accept Waste at the Landfill delivered by joint powers, authorities or public agencies, municipal or other private corporations, individuals or partnerships, and other Private Haulers. The City may accept Waste on a first come first served basis, and set tipping fees for waste received from non-Private Haulers in any manner it deems appropriate. The Private Hauler agrees that the City shall not be liable to the Private Hauler

for any costs or expenses incurred by the Private Hauler in connection with delivery of Waste to the Landfill whether such costs or expenses are attributed to waiting time, temporary shutdown of the Landfill or any other cause whatsoever.

Section 6.4. Successors and Assignment. This Agreement shall be binding upon any successor or assignee of the Private Hauler and the Private Hauler agrees that any transfer of assignment by any means or in any manner of any right, title or interest in the business of Private Hauler will provide that the transferee or assignee agrees to be bound by this Agreement. The transfer or assignment of the rights and/or obligations of the Private Hauler under this Agreement shall be effective upon (i) written acknowledgment to the City by the transferee or assignee that the transferee or assignee is bound by all the terms and conditions of this Agreement, and (ii) the issuance of a Private Hauler license by the City to the transferee or assignee. A Private Hauler license is not transferable. Transferees or assignees must apply for a Private Hauler license to do business in the City of Fargo.

Section 6.5. Voluntary Agreement. The parties hereto have voluntarily entered into this Agreement because of the mutual benefits to be derived by each.

Section 6.6. Relationship of the Parties. Except as provided herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party to third parties. This Agreement does not create any fiduciary relationship between the parties or any relationship of employer-employee.

Section 6.7. Representatives. The authorized representative of the City for purposes of this Agreement shall be the City of Fargo Solid Waste Operations Manager.

The authorized representative of the Private Hauler for purposes of this Agreement shall be: _____. Either party may change its representative upon five (5) days written notice to the other party.

Section 6.8. Notices. All notices, consents and other communications required or permitted by this Agreement unless otherwise specified, are required to be in writing and shall be deemed delivered when tendered to the other party by hand to such party's designated representative, or, if mailed shall be deemed to have been given when dispatched by certified mail, return receipt requested, postage paid, and addressed as follows:

If to the City:
Solid Waste Utility Manager
City of Fargo
Solid Waste Division
2301 8th Avenue North
Fargo ND 58102

If to a Private Hauler: Pioneer Roll-offs
215 5th St NW
West Fargo ND 58078

or to such other addresses as either party hereto may, from time to time, designate in writing by notice to the other party.

Section 6.9. Entire and Complete Agreement. This Agreement constitutes the entire and complete Agreement of the parties, exclusive of all prior or contemporaneous understandings, arrangements and commitments, all of such, whether oral or written, having been merged herein.

Section 6.10. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or enforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6.11. Applicable Law. The laws of the State of North Dakota shall govern the validity, interpretation construction and performance of this Agreement. Nothing in this Agreement shall be deemed to relieve the Private Hauler of any obligation under the Rules, the Solid Waste Ordinances or any other law.

Section 6.12. Unforeseen Circumstance. The inability of either party to perform any obligation under this Agreement due to an Unforeseen Circumstance shall not constitute a breach of any such obligation during the pendency of the Unforeseen Circumstance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

CITY OF FARGO, NORTH DAKOTA
A municipal corporation

By _____
Its Mayor

Attest:

_____
City Auditor

Approved as to form and execution.

_____
City Attorney

_____
Date:

PRIVATE HAULER:

Pioneer Roll-Offs

By Angela Thomas
_____, Site Manager

EXHIBIT A
Fargo Landfill Facility
Prohibited Waste

1. **Hazardous Waste**
   (other than normal household quantities)
   Including:
   a. Ignitables (solvents, fuels, paints, etc.)
   b. Corrosives (acids and alkalis)
   c. Reactives (hypochlorites - swimming pool chemicals, cyanides, etc.)
   d. Toxicity Characteristic wastes
   e. Other listed hazardous wastes

2. **Industrial Waste**
   (Nonhazardous waste generated by industrial or manufacturing processes)
   MSW Landfills may accept an amount of up to ten percent of the total weight of MSW received per month if the industrial waste is identified in the industrial waste management procedures contained in the approved operating plan.

3. **Lead Acid Batteries**

4. **Liquids**
   (other than normal household quantities)

5. **Animal Manure**

6. **Septic Tank Pumpings**

7. **Tires**

8. **Major Appliances**
   (refrigerators, washers, etc.)

9. **Municipal Waste Incinerator Ash**

10. **Pesticide Containers**
    (other than normal household quantities or triple rinsed and punctured)

11. **PCB Waste and PCB Oils**
    (transformers and capacitors)

12. **Sludges**
    (raw or digested sewage sludges, lime sludges, grit chamber cleanings bar screenings, oil sludges and other sludges unless approved by the NDDH)

13. **Regulated Infectious**
    (other than normal household quantities)
    MSW landfills may accept regulated infectious waste from hospitals, nursing homes, etc. If incinerated or autoclaved and sharps rendered "non-sharp" with NDDH approval.

14. **Waste Oil**

15. **Special Waste**
(nonhazardous solid wastes generated by energy conversion facilities; crude oil and natural gas exploration and production; mineral and ore mining; benefication and extraction; and surface coal mine operations)

16. **Other Waste**
(toxic or adverse characteristics potentially impacting public health or environmental resources)

EXHIBIT B
City of Fargo
Waste Management Credit Policy

PURPOSE:

It is a financial policy of the City to selectively use available capital in a way that will best serve our taxpayer's interest. We feel we do this best by using our money to provide efficient services to the taxpayers, rather than using it to finance customer accounts receivable beyond regular terms or accounts that are uncollectible.

To protect the taxpayer's best interest, the Board of Commissioners has adopted a general credit policy; and individual division policies where necessary. The following guidelines apply to all services provided by the Division of Solid Waste:

Interest:
Interest will be charged to all accounts over 30 days at the annual rate equal to 1.5% per month or 18% per annum. Periodically the interest rate will be reviewed to ensure that is not too high or too low.

Past due accounts:
Past due accounts will be pursued by the Division or designated individual as approved by the Commission. If a receivable is determined to be uncollectible, it may be written off as follows:

a. $100 or less, approval of Division head is required.
b. $250 or less, approval of the Department and Division heads are required.
c. Over $250, approval of the Department and Division heads and Finance Director are required.
d. City Commission approval should be obtained when it appears that a conflict of interest exists.

Effective date of Commission Action: May 1, 2004 Changes effective: Same -

MATBUS
650 23rd Street North
Fargo, ND 58102-4100
Phone: 701.241.8140
Fax: 701.241.8558
Online: matbus.com

go green ride with us!

(17)

May 31, 2018

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

Dear Commissioners:

Capital grant opportunities for Transit are often only made available through grants with the State of North Dakota (ND) and the Federal Transit Administration (FTA) at a ratio of 80% federal/state and 20% local share. The operating grants available are in the annual 5307 apportionments, published in the Federal Register, at a ratio of 50% federal/50% local share for operating costs. Recently, DOT/FTA have made additional discretionary *capital* grants available and we would like the opportunity to pursue these funds as outlined in this memo.

Fixed route vehicles are currently the portion of the Fargo fleet requiring replacement as we just completed replacement of the paratransit fleet. In April 2017, Fargo received two replacement buses for 1997 vehicles which had already been disposed of due to the age and excessive mileage.

The next critical need was to replace the 2002 and 2004 Gillig buses: funding for these seven replacement vehicles is from four different capital grants:

2017 State of ND 5339 capital grant
2018 State of ND 5339 capital grant
2018 State of ND 5310 capital grant
2017 Federal Highways Administration (FHWA) STP/UR capital allocation

Each bus costs approximately $490,000 with an anticipated delivery of late summer 2018. These purchases were anticipated and part of the 2018 Transit budget.

To complete the full grant funding picture, Transit receives an annual apportionment for Capital & Operating which is allocated to designated recipients. In North Dakota there are three designated 5307 recipients: Fargo, Grand Forks, Bismarck. Normally, we have access to our full, or partial, apportionment early in the calendar year, however, last year (federal FY2017) Federal Transit Administration (FTA) 5307 Capital and Operating programmed full appropriation was not announced until July 10, 2017 due to delays at the federal level with Congress.

Printed on Recycled paper.

The updates for each of the above listed grants is provided below:

North Dakota Department of Transportation (ND DOT) Awards:

2017

5339 - Discretionary Capital Bus and Bus Facilities Grant
Awarded $400,000
Contract No. 38170156

Project	Local Share	Federal Share	Total
1 replacement 35 ft bus	$ 100,000	$ 400,000	$ 500,000

2018

5339 - Discretionary Capital Bus and Bus Facilities Grant
Awarded $846,026
Contract No. 38171124

Project	Local Share	Federal Share	Total
1 replacement 35 ft bus	$ 92,289	$ 369,154	$ 461,443
1 replacement 35 ft bus	$ 69,218	$ 276,872	$ 346,090
Purchase computer hardware	$ 3,000	$ 12,000	$ 15,000
Purchase mobile surv/security equip.	$ 47,000	$ 188,000	$ 235,000
	$ 211,507	$ 846,026	$ 1,057,533

5310 - Discretionary Capital Grant
Awarded $187,128
Contract No. 38171108

Project	Local Share	Federal Share	Total
1 replacement 35 ft bus	$ 46,782	$ 187,128	$ 233,910

Federal Highways Administration (FHWA) transfer to FTA Capital - Urban Roads Program (STPU)
Awarded $1,488,000
MOU

Project	Local Share	Federal Share	Total
3 replacement buses	$ 372,000	$ 1,488,000	$ 1,860,000
(could possibly purchase 4 buses with GTC settlement and depending on final pricing)			

2017 5307 – Annual Apportionment for Capital and Operating FTA
Awarded $2,397,121 (full appropriation not made available until July 10, 2017)

PROGRAM OF PROJECTS DESCRIPTIONS	LOCAL SHARE	FEDERAL SHARE	PROJECT TOTALS
I. CAPITAL PROJECTS			
A. 20%/80% Funding			
1. Maintenance Cost Funded as Capital	194,936	779,745	974,681
2. 10% of ADA Costs Funded as Capital	47,942	191,770	239,712
II. PLANNING ASSISTANCE			
A. 20%/80% Funding			
1. Transit Planning	5,000	20,000	25,000
III. OPERATING ASSISTANCE			
A. Maximum Federal Funding			
1. Eligible net operating expenses of the Fargo Transit System for the period of January 1, 2017 through December 31, 2017 (50% Federal Funding Level)	1,393,621	1,393,621	2,787,242
2. 1% Security	11,986	11,986	23,971
Section 5307 Program of Project Totals	**$1,653,485**	**$2,397,121**	**$4,050,606**

FY18 GRANT OPPORTUNITIES
Grants available through the State of ND:

5310 – Total Urban Funds Available $371,380

Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program goal is to ***improve mobility for the elderly and persons with disabilities throughout the country.*** Under 49 U.S.C. 5310 funding provides financial assistance for capital purchases and operating assistance for transportation services planned, designed and carried out to meet the special transportation needs of the elderly and persons with disabilities in all small urban and rural areas. The program requires coordination of federally-assisted programs and community services in order to make the most efficient use of federal resources.

Proposed Projects for Application:	**Local**	**Federal**	**Total**
Mobility Manager Salary – (Fargo Portion)	$12,873	$51,492	$64,365
Replace 5 Shelters	$10,000	$40,000	$50,000
Total	$22,873	$91,492	$114,365

We currently have 78 bus shelters throughout Fargo for fixed route passengers, approximately 75% of these existing shelters are at least 20 years (or more) old and are either marginal (asset condition 2) or poor (asset condition 1). We would like to update the oldest/most degraded shelters with new ones to include solar lighting for security and visibility. The shelters are old

and difficult to keep presentable; purchasing replacements (in this case 5 shelters) for older shelters with upgrades that offer more visibility with solar lighting, better security when lit at night and represent the transit system in a more modern, updated light for passengers.

The Transit Development Plan identified the need to upgrade and rehab equipment, plus renovate/rehab/expand facilities to meet the demands of transit growth in the area especially as we migrate towards a regional transit authority.

5339 – Total Urban Funds Available $416,528
Total Funds Available Statewide $1,657,120

Proposed Projects for Application:	**Local**	**Federal**	**Total**
Refurb GTC	$200,000	$800,000	$1,000,000
Replace 10 Shelters	$20,000	$80,000	$100,000
Wireless Lifts	$6,000	$24,000	$30,000
Forklift	$4,000	$16,000	$20,000
Total	$230,000	$920,000	$1,150,000

There is a critical need for substantial renovations to the main transfer facility, the Ground Transportation Center (GTC). The GTC was built in 1984 and has had only one renovation in 2004 other than the bus deck overlays every 5-6 years. The useful life of the GTC as an asset is 40 years, which will be 2024 – currently making the facility 35 years old in need of updated HVAC, flooring inside and out, renovation of office and restroom spaces, lobby seating, relocation of the dispatch area, removal of the exterior canopy and replacement with a more functional covering, replacement of the roof and several aesthetic repairs. In addition, developing a safer and more secure environment at the main transit transfer facility, the Ground Transportation Center (GTC), will enhance the comfort and feeling of security necessary to the riding public.

The purchase of a forklift and mobile lifts increases efficiencies by allowing the maintenance staff to service vehicles in the facilities or on a road call, and the wireless portion allows the data to be captured immediately and stored in the fleet maintenance software. Transit obtaining these lifts will enable us to utilize our own equipment vs. borrowing the equipment from Central Garage. These will be purchased jointly with Moorhead, Fargo's cost share is $30,000. Purchase of this equipment vastly increases our efficiency and ability to keep operations moving vs. waiting for a forklift or lift to become available from Central Garage.

We currently have 78 bus shelters throughout Fargo for fixed route passengers, approximately 75% of these existing shelters are at least 20 years (or more) old and are either marginal (asset condition 2) or poor (asset condition 1). We would like to update the oldest/most degraded shelters with new ones to include solar lighting for security and visibility. The shelters are old and difficult to keep presentable; purchasing 10 at a time to replace older shelters with upgrades that offer more visibility with solar lighting, better security when lit at night and represent the transit system in a more modern, updated light for passengers.

Grants available through the Federal Transit Administration (FTA)

2018 5307 – Annual Apportionment for Capital and Operating FTA
Awarded $2,454,435

PROGRAM OF PROJECTS DESCRIPTIONS	LOCAL SHARE	FEDERAL SHARE	PROJECT TOTALS
I. CAPITAL PROJECTS			
A. 20%/80% Funding			
1. Maintenance Cost Funded as Capital	200,709	802,838	1,003,547
2. 10% of ADA Costs Funded as Capital	49,089	196,542	245,443
II. PLANNING ASSISTANCE			
A. 20%/80% Funding			
1. Transit Planning	5,000	20,000	25,000
III. OPERATING ASSISTANCE			
A. Maximum Federal Funding			
1. Eligible net operating expenses of the Fargo Transit System for the period of January 1, 2018 through December 31, 2018 (50% Federal Funding Level)	1,422,783	1,422,783	2,845,566
2. 1% Security	12,272	12,272	24,544
Section 5307 Program of Project Totals	**$1,689,853**	**$2,454,435**	**$4,144,100**

****

5310 - $84.45 million ($55M annually plus $29M) through 2020

Low or No Emission Program
The Federal Transit Administration (FTA) announced the availability of $84.45 million of Fiscal Year 2018 funds for the purchase or lease of low or no emission vehicles as well as related equipment or facilities. There is funding of $55M allocated annually through 2020, however an additional $29M was allocated for FY18.

Summary: The main purpose of the Low-No Program is to support the transition of the nation's transit fleet to the lowest polluting and most energy efficient transit vehicles. The Low-No Program provides funding to state and local governmental authorities for the purchase or lease of zero-emission and low-emission transit buses, including acquisition, construction, and leasing of required supporting facilities.

Application Due Date: June 18, 2018
The City of Fargo Transit Department would like to apply for $17.5M (MTG and vehicles) to construct/expand the Transit facilities and purchase replacement zero/low-emission transit buses as they come due (federal share $14M, local share $3.5M).

***Examples* of FY17 Awards:**

MD	Montgomery County, Maryland	Montgomery County, Maryland will receive funds to purchase Proterra 35' E2 battery electric buses, as well as depot chargers, to replace diesel buses. The buses would be Montgomery County's first zero-emission buses and would be a component of green and sustainable initiatives underway in the county.	$1,750,000
MI	Mass Transportation Authority	The Mass Transportation Authority will receive funds to purchase and deploy electric buses as replacement buses for buses that have met and exceeded their useful life, as well as charging stations to provide the necessary infrastructure to support the fleet of electric vehicles.	$500,000
MN	Metropolitan Council / Metro Transit	Metro Transit will receive funds to replace diesel buses with battery electric buses as well as the needed charging equipment. The buses will be used on the new C Line, which is a rapid bus line.	$1,750,000

5339 - $1.5 Billion (replaces TIGER)

WASHINGTON – The U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity (NOFO) to apply for $1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program.

BUILD Transportation grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. As the Administration looks to enhance America's infrastructure, FY 2018 BUILD Transportation grants are for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

"BUILD Transportation grants will help communities revitalize their surface transportation systems while also increasing support for rural areas to ensure that every region of our country benefits," said Secretary Elaine L. Chao.

Projects for BUILD will be evaluated based on merit criteria that include safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-Federal revenue for future transportation infrastructure investments.

To reflect the Administration's Infrastructure Initiative, DOT intends to award a greater share of BUILD Transportation grant funding to projects located in rural areas that align well with the selection criteria than to such projects in urban areas. The notice highlights rural needs in several of the evaluation criteria, including support for rural broadband deployment where it is part of an eligible transportation project.

The Consolidated Appropriations Act of 2018 made available $1.5 billion for National Infrastructure Investments, otherwise known as BUILD Transportation Discretionary grants, through September 30, 2020; the minimum grant award is $5M. For this round of BUILD Transportation grants, the maximum grant award is $25 million, and no more than $150 million can be awarded to a single State, as specified in the FY 2018 Appropriations Act. At least 30 percent of funds must be awarded to projects located in rural areas.

Application Due Date: July 18, 2018
The City of Fargo Transit Department would like to apply for $18.5M (MTG, vehicles, West Acres) to construct/expand the Transit facilities and purchase replacement zero/low-emission transit buses as they come due (total federal share $14.8M, local share $3.7M).

Volkswagon Settlement

In 2016 the Environmental Protection Agency filed a complaint against Volkswagen alleging that they violated the Clean Air Act. During normal operation and use, Volkswagen vehicles emitted levels of nitrogen oxides (NOx) significantly in excess of EPA's compliance levels.

Volkswagen was found guilty and agreed to spend up to $14.7 billion to settle allegations of cheating emissions. Settlement funds will be used to buy back and / or modify vehicles, and to support national- and state-level projects to reduce NOx emissions.

State	2.0L & 3.0L Allocations	State	2.0L & 3.0L Allocations	State	2.0L & 3.0L Allocations
Alabama	$ 26,157,142.11	Kentucky	$ 20,687,108.06	North Dakota	$ 8,145,351.50
Alaska	$ 8,145,351.50	Louisiana	$ 19,559,696.46	Ohio	$ 77,564,724.95
Arizona	$ 57,575,538.35	Maine	$ 21,999,439.03	Oklahoma	$ 20,728,864.04
Arkansas	$ 15,151,457.46	Maryland	$ 77,159,095.37	Oregon	$ 74,110,908.46
California	$ 414,088,139.36	Massachusetts	$ 75,017,609.85	Pennsylvania	$ 120,269,167.45
Colorado	$ 66,582,900.85	Michigan	$ 65,521,105.80	Rhode Island	$ 14,656,350.78
Connecticut	$ 56,078,288.02	Minnesota	$ 47,393,043.12	South Carolina	$ 34,359,210.61
Delaware	$ 9,830,551.92	Mississippi	$ 10,045,296.99	South Dakota	$ 8,145,351.50
District of Columbia	$ 8,145,351.50	Missouri	$ 42,447,941.45	Tennessee	$ 46,056,851.60
Florida	$ 165,490,899.34	Montana	$ 12,598,377.23	Texas	$ 208,457,808.04
Georgia	$ 63,105,223.81	Nebraska	$ 12,520,830.40	Utah	$ 35,140,644.06
Hawaii	$ 8,145,351.50	Nevada	$ 24,170,750.25	Vermont	$ 19,333,021.11
Idaho	$ 17,644,886.29	New Hampshire	$ 32,086,492.00	Virginia	$ 95,126,099.26
Illinois	$ 106,107,923.35	New Jersey	$ 70,949,383.87	Washington	$ 112,902,218.65
Indiana	$ 42,268,987.23	New Mexico	$ 18,354,738.03	West Virginia	$ 12,496,969.84
Iowa	$ 21,915,927.05	New York	$ 127,504,883.16	Wisconsin	$ 69,022,643.42
Kansas	$ 16,064,123.99	North Carolina	$ 94,678,713.71	Wyoming	$ 8,145,351.50
				Total	**$ 2,839,854,085.16**

On October 25, 2016, a Partial Settlement and Consent Decree was finalized between the US Department of Justice and the Volkswagen Corporation (VW) regarding the installation and use of emissions testing defeat devices in over 500,000 vehicles sold and operated in the United States beginning in 2009. These devices violated the federal Clean Air Act and increased air emissions of the pollutant nitrogen oxide (NO_x).

An environmental mitigation trust (trust) has been established as part of the consent decree to provide funds to the states to mitigate the negative air quality impacts of the violations. With the addition of the 3.0 liter vehicle settlement funds, North Dakota's share of the trust will be up to $8.1 million dollars. The trust establishes a process for states to receive the funds and develop environmental mitigation plans. The trust also identifies the mitigation "actions" or projects eligible for funding.

The Governor's Office has appointed the North Dakota Department of Health (NDDoH) to develop and implement the environmental mitigation plan for North Dakota. The plan will be based on actions that reduce emissions of NO_x and provide the greatest air quality benefit for the public.

http://www.ndhealth.gov/aq/vw.aspx

Questions may be addressed to the North Dakota Department of Health at 701.328.5188, or email Keith Hinnenkamp (khinnenk@nd.gov).

Transit submitted a letter of interest in the funding during the comment period. Currently, the process has not moved beyond the Health Department accepting comments. However, when the funding becomes available, the Transit Department would like to apply for $4.5M low or no-emission buses and/or bus facilities.

Requested motion: approve the Transit Department to apply for the grants outlined above.

Thank you,

Julie Bommelman (JH)

Julie Bommelman
Transit Director
City of Fargo

(18)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-13 (5962) Type: Contract Amendment #5

Location: Oak Creek, Copperfield Court Date of Hearing: 6/11/2018

Routing	Date
City Commission	6/18/2018
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 Houston Engineering in the amount of $292,200 bringing the total contract amount to $992,781.20. This amendment is being proposed to complete the levee and required lift station with the necessary storm sewer to connect the existing levee in Oak Creek. This includes the cost for the design, construction administration, inspection, geotechnical evaluation and survey of this project as well as project closeout.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #5.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Contract Amendment #5 to Houston Engineering in the amount of $292,200.

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

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

Item A1

CITY OF Fargo

Memorandum

To: PWPEC

From: Jody Bertrand, Division Engineer

Date: 6/11/2018

Re: Project No. 5962 (FM-14-13) – Oak Creek and Copperfield Court Additions (Final Phase) Contract Amendment #5 Request

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Enclosed is a copy of the proposed Contract Amendment #5 from Houston Engineering for the flood mitigation project within the Oak Creek and Copperfield Court Additions. This fifth contract amendment is being proposed to complete the levee and required lift station with the necessary storm sewer to connect the existing levee in Oak Creek and continue to 40th Avenue South. This amendment includes the cost for the design, construction administration, inspection, geotechnical evaluation and survey of this project as well as project closeout.

This project will be a third and final phase for the design and construction of a project within the Oak Creek and Copperfield Court Additions. Since very recently, there were five remaining homes to be acquired. Three of them have since been purchased by the City, with only two remaining, each with a new purchase offer extended to the owners. The one property in Oak Creek is presently in the eminent domain process with judicial proceedings to commence at the end of June.

The following are brief descriptions of the previous contract amendments:

- Amendment #1 – Additional services provided by Houston Engineering for development of the conceptual options for this project reach as well as design of the Oak Creek and Copperfield reaches.
- Amendment #2 – Geotechnical investigation within the Coulee's Crossing Addition.
- Amendment #3 – Geotechnical investigation on three properties within the Oak Creek and Copperfield Court Additions.
- Amendment #4 – Design and inspection of Phase 2 of Oak Creek and for a portion of Coulee's Crossing.

Attached is the Houston Engineering memo detailing the design and construction management costs for Phase 3 engineering work for this project area.

Recommend Motion:
Approve Contract Amendment #5 submitted by Houston Engineering in the amount of $292,200.00.

JRB/jmg
Enclosure

200 North 3rd Street
Fargo, ND 58102

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

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT – AMENDMENT NO. 5

Project: Drain 27 40th Avenue South to 25th Street South Stability Analysis and Flood Risk Management Study - Proj. 5962 (Coulee's Crossing, Oakcreek and Copperfield Court)
Scope of Work and Cost Estimate
HE Project No. 10_6059_029

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Jody Bertrand

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is to provide additional services, as requested by city staff, to assist with the design of permanent flood protection and evaluation of channel slope stability for the Oakcreek/Copperfield Court Area along Drain 27 between 25th Street and 40th Avenue S.

Specifically, this contract amendment is for additional engineering design (survey, design, geotech, landscape) and construction inspection services (observation, material testing, and closeout) for Phase 3 along Oakcreek. The tasks included in this amendment are detailed below.

Houston Engineering, Inc. (with assistance from Braun Intertec, Inc.) is pleased to provide this proposal to perform the work as outlined below and detailed in Attachment 1. Tasks will be performed in accordance with our current hourly rates (Attachment 2).

HoustonEngineering Inc.

Task	Cost
1) Project Administration (Design and Construction of Phase 3)	$25,000
2) Design and Plan Preparation	$89,700
3) Geotechnical Investigation (Braun-Phase 3 Geotechnical Summary/Evaluation and Report)	$10,500
4) Public Outreach/Meeting	$2,800
5) Construction Administration	$121,000
6) Material Testing Phase 3 Construction and Coordination	$22,000
7) Project Closeout - Phase 3	$21,200
Total Not to Exceed Proposal =	**$292,200**

Basis of Proposal

- Phase 3 construction observation assumed to be limited to 20 weeks.
- Includes one public meeting following design of Phase 3
- Preliminary design 30% and 95% submittals for City Review.

Fee: The total estimated fee for the above described tasks is $292,200 as summarized below. This includes an estimated $26,000 in Geotechnical Analysis/Material Evaluation to be provided by Braun Intertec. and approximately $15,000 for electrical services by an electrical subconsultant. Additional work required beyond the scope listed below will be billed at our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

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

HoustonEngineering Inc.

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

Authorization:

Client: City of Fargo

Signature: _____

Title: Timothy J. Mahoney Mayor

Date: _____

Proposal: Houston Engineering, Inc.

Signature: [signature]

Title: Vice President

Date: 6/5/2018

ATTACHMENT 1 – TASKS INCLUDED IN SCOPE

Project FM-14-11 - Coulee's Crossing/Oakcreek - Phase 3 Construction and Design
Cost Estimate

6/5/2018

Notes

	Task Cost	PM	Eng/General Design		Structural		Hydraulics/STS		Permit	Easement	Survey		Inspection		CADD	Clerical	Mileage	
		$196	$178	$130	$196	$146	$163	$130	$130	$178	$147	$25	$100	$89	$104	$74	$0.75	
1) Project Administration (Design and Construction of Phase 3)																		
a. Establish and implement ongoing strategies	$356		2															
b. Coordinate with City to discuss work	$356		2															
c. Meet with City Staff to discuss project status (2 review meetings)	$1,424		8															
d. Coordinate work to be completed, time schedule, cost allowance and deliverables	$1,816	2	8															
e. Refine scope of work with Changes	$1,104	2	4															
f. Technical direction and coordination	$6,480	4	32															
g. Coordinate input-output	$1,816	2	8															
h. Monitor budget -schedule	$4,344	4	20															
i. Review products	$7,264	8	32															
Total Hours		22	116	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Costs	$24,960	$4,312	$20,648	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
2) Design and Plan Preparation																		
Design and Plan Preparation (Phase 3)																		
Full topographic survey of above and below ground facilities.	$4,290		2	4						2	8	8			16		24	
Complete hydraulics design - assumed to be channel impact review - Backwater	$2,404		4				4	8										
Complete hydraulics design - STS connections and Lift Station	$10,636		2	4			20	50										
Complete preliminary design of preferred alternative and cost estimate (30%±) - Only one option included	$3,120	4	4	8		4												
Meeting - Present preliminary plans and estimate to city for review	$1,296		4			4												
Electrical Design	$15,000																	
Final Design and Plan Set Development (95%±)	$19,290		20	50	4	20									50	4	40	
Create Design Document - Summary of recommendations and preferred plan.	$8,822		28	10	2	8	6											
Final Plan Set and Bid Package based on 95%± Review Comments	$13,884	8	16	24	4	20									24	2		
PWPEC Meeting - Present preferred plan	$356		2															
Commission Meeting - Present preferred plan	$356		2															
Prepare R/W Drawnings - Easement Drawings	$3,800		4							8					16			
Prepare Permits	$0																	
NDSWC	$876		2						4									
City of Fargo - Floodplain Development	$1,136		2					2	4									
NDDH Stormwater	$1,752		4						8									
Utility Relocation/Adjustment																		
Prepare Utility Plans	$598		1	4														
Contact Utility Owners	$972		4	2														
Coordinate utiltiy work with City	$972		4	2														
Total Hours		12	105	108	10	56	30	60	16	10	8	8	0	0	106	6	64	
Total Costs	$89,660	$2,352	$18,690	$14,040	$1,960	$8,176	$4,890	$7,800	$2,080	$1,780	$1,176	$200	$0	$0	$11,024	$444	$48	

3) Geotechnical Investigation (Braun - Phase 3 Geotechnical Summary/Evaluation and Report)																		
Geotechnal Subcontract (Phase 3)	$7,000																	
Coordination - Provide cross-sections communications and etc.	$3,504		8	16														
Total Hours		0	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Costs	$10,504	$0	$1,424	$2,080	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
4) Public Outreach/Meeting																		
Neighborhood Meeting																		
Notice Meeting and Presentation Prep	$1,528		4	4												4		
Present Plan and Schedule	$1,232		4	4														
Total Hours		0	8	8	0	0	0	0	0	0	0	0	0	0	0	4	0	
Total Costs	$2,760	$0	$1,424	$1,040	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$296	$0	
5) Construction Administration																		
a. Construction Administration (20Weeks - 5 Months)																		
Shop Drawing review	$5,036		2	12	4	16												
Coordination with utility companies	$876		2	4														
Construction signing review	$876		2	4														
Review Sublet Work Requests from Contractor	$876		2	4														
Completion of Extra Work Submittals - From Contractor (Doesn't include costs for revising drawings or etc).	$876		2	4														
Project Administration	$19,668		82		8	24												
Prepare Program Estimates and Provide to City for City Entering	$2,848		16															
Electrical Construction Services	$5,000																	
Clerical Correspondence	$1,540		2													16		
Final Out Project Per City	$876		2	4														
b. Inspection and Staking																		
Construction Staking and Layout	$2,252		2	4							8	8						
On-Site Inspection	$74,928												20	800			2304	
Review of Contractor Erosion Control Forms	$356		2															
Measurements/Ties for Record Drawings	$2,420		2								12	12						
c. Project Closeout with Contractor																		
Balancing Change Order	$712		4															
Final Inspection with Contractor	$1,112		4										4					
Review of Project prior to 1-yr anniversary	$712		4															
Total Hours		0	130	36	12	40	0	0	0	0	20	20	24	800	0	16	2304	
Total Costs	$120,964	$0	$23,140	$4,680	$2,352	$5,840	$0	$0	$0	$0	$2,940	$500	$2,400	$71,200	$0	$1,184	$1,728	

6) Material Testing Phase 3 Construction and Coordination																		
Geotechnal Subcontract (Phase 2 Construction)	$19,000																	
Coordination - Provide cross-sections communications and etc.	$2,984		8	12														
Total Hours		0	8	12	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Costs	$21,984	$0	$1,424	$1,560	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	
7) Project Closeout - Phase 3																		
Prepare Closeout Documents (Phase 1)	$0																	
Shop Drawings	$330			1									2					
Report of Approved Project Material	$330			1									2					
Record Drawings	$6,936		4	16							12	12			20			
Base CAD Files	$460			2									2					
InfoSWMM model of new stormsewer...if needed	$1,046						2	4					2					
Easement Documents	$460			2									2					
Field Inspector Logs	$460			2									2					
Material and Compaction Tests - Braun Completion Report	$330			1									2					
Project Correspondence	$330			1									2					
Required Permits	$330			1									2					
Explanation of Change Orders	$330			1									2					
Progress Payments	$330			1									2					
Final acceptance letter to contractor	$326	1		1														
Project Photos (before, during, after)	$330			1									2					
SWPPP Termination - NOT from NDDH	$330			1									2					
Final Inspection Reports	$330			1									2					
Maintenance Crew Training (as necessary)	$756		2										4					
Project Development Summary - Decisions	$7,422	4	8	8	2	16	2	4					6					
Total Hours		5	14	41	2	16	4	8	0	0	12	12	38	0	20	0	0	
Total Costs	$21,166	$980	$2,492	$5,330	$392	$2,336	$652	$1,040	$0	$0	$1,764	$300	$3,800	$0	$2,080	$0	$0	
Total Project Costs																		
Total Hours	2007	39	389	221	24	112	34	68	16	10	40	40	62	800	126	26		
Total Costs	$291,998	$7,644	$69,242	$28,730	$4,704	$16,352	$5,542	$8,840	$2,080	$1,780	$5,880	$1,000	$6,200	$71,200	$13,104	$1,924	$1,776	

Summary	Cost
1) Project Administration (Design and Construciton of Phase 3)	$25,000
2) Design and Plan Preparation	$89,700
3) Geotechnical Investigation (Braun - Phase 3 Geotechnical Summary/Evaluation and Report)	$10,500
4) Public Outreach/Meeting	$2,800
5) Construction Administration	$121,000
6) Material Testing Phase 3 Construction and Coordination	$22,000
7) Project Closeout -Phase 3	$21,200
Total Not to Exceed Proposal =	**$292,200**

ATTACHMENT 2 – CURRENT HEI HOURLY RATES

HoustonEngineering Inc.

2018 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

Category	2018 Rates
Engineer I	$117
Engineer II	130
Engineer III	146
Project Engineer	163
Project Manager	178
Sr Project Manager	196
Scientist I	$117
Scientist II	130
Scientist III	147
Project Mgr – Environmental	172
Sr Project Mgr – Environmental	196
Construction Engineer	$135
Sr Construction Engineer	160
Land Surveyor I	$117
Land Surveyor II	135
Land Surveyor III	148
Project Mgr – Land Surveying	160
Sr Project Manager – Land Surveying	178
Survey Crews:	
1-Person Crew (+ equipment)	$142
2-Person Crew (+ equipment)	172
3-Person Crew (+ equipment)	215
4-Person Crew (+ equipment)	240
CAD Technician I	$79
CAD Technician II	92
CAD Supervisor	104
Designer I	$123
Designer II	132
Sr Designer	141
Engineering Specialist	150
Technician Intern (all areas)	$79
Technician I	$92
Technician II	104
Sr Technician	117
Right-of-Way Technician	$106
Right-of-Way Specialist	178

Category	2018 Rates
GIS Analyst I	$87
GIS Analyst II	102
GIS Analyst III	117
Sr GIS Analyst	135
Project Manager – GIS	147
Sr Project Manager – GIS	172
Software Engineer I	$102
Software Engineer II	117
Software Engineer III	135
Sr Software Engineer	147
Computer Technician	$141
Communications Specialist	$79
Sr Communications Specialist	87
Administrative Assistant	$74
Sr Administrative Assistant	79
Planner	$129
Senior Planner	178
Legislative/Grant Specialist	$166
Expert Witness	215
Drone Pilot	$125
Drone Visual Observer	47

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + $0.20/Mile
GPS Equipment	$25/hour/unit
Robotic Total Station	$40/hour
ATV/Snowmobile/Boat	$15/hour
ATV with Tracks	$30/hour
Hydrone RCV	$50/hour
Small UAS	$25/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

(19)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.

Type: SCADA Fund Reallocation

Location: Citywide (various)

Date of Hearing: 6/11/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed a communication from Division Engineer, Jody Bertrand, regarding the reallocation of capital funds to SCADA for Storm Sewer Lift Station designs. Engineering is proposing to reallocate the existing 2018 capital funds slated for variable speed drives to make further improvements to the existing lift stations. The allocated budget amount is $40,000 for 2018. As part of the reallocation, the Engineering Department would like to use the MSA system to hire a Consulting Engineering Firm to design the SCADA system for six additional lift stations.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to approve the reallocation of Storm Sewer Capital Funds and allow Engineering to solicit Consultants through the use of the MSA.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve the reallocation of Storm Sewer Capital Funds and direct Engineering to solicit Consultants through the use of the MSA.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Storm Sewer Utility - Capital Budget

	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

Item 2

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Date: June 11, 2018

Re: Capital Funds Reallocation to SCADA for Storm Sewer Lift Stations Designs

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Background:
During preliminary design evaluation, the use of variable speed drives as part of a rehabilitation project on lift station #69, it was determined that the variable speed drives would cause the existing pumps to not maintain pumping capability as the revolutions of the pumps were decreased (loss of suction).

Engineering is proposing to reallocate the existing 2018 capital funds slated for variable speed drives to make further improvements to the existing lift stations by designing the SCADA and electrical controls improvements for several additional lift stations. The allocated budget amount is $40,000 for 2018.

Currently, the City has several storm sewer lift stations with SCADA functionality. These lift stations are critical lift stations and monitoring water levels is imperative and often requires action by Street Department personnel if water levels exceed a certain level. These lift stations operate using a radio unit to send information to the Wastewater Plant where the data is monitored by Wastewater personnel. The Engineering Department has compiled a list of 6 additional storm sewer lift stations where we would like to be able to remotely view the status of the pumps, water levels in the lift stations, alarms that may have been tripped, etc. Remote operation of the lift station and its components is not desired and will not be included with the SCADA implementation. Each of these six lift stations have been identified for rehabilitation in the next year or two. As part of the reallocation, the Engineering Department would like to use the MSA system to hire a Consulting Engineering Firm to design the SCADA system for the six identified lift stations and make the electrical design compatible with these upgrades.

Quotes will be solicited from AE2S, Apex, HDR, KLJ and SEH, as they are selected Consultants in our MSA system.

The items for evaluation will include the following:

- Identifying upgrades needed to facilitate remote monitoring (adding PLC's to non PLC lift station control panels)
- Software evaluation of radio antenna required placement and height (wave lengths)
- Electrical design for compatibility
- Preparing cost estimates for SCADA and electrical components for future City designed and inspected lift station repair projects
- Detailed design for upgrading various components inside the lift station control panels and signed design plan and specifications documents

Recommended Motion:
Approve the reallocation of Storm Sewer Capital Funds from variable speed starters for existing lift station pumps to SCADA improvements for up-coming lift station repair projects and allow solicitation of Consultants for MSA work.

The 2018 Storm Sewer Utility Capital Improvements has a budget of $40,000 for variable speed drives, which will be transferred for the proposed SCADA and electrical design.

JRB/jmg

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(20)

Project No. SN-18-C1 Type: Project Creation, CIP Revision & Task Order

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

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

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

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

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

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

RECOMMENDED MOTION
Concur with PWPEC recommendation approve the revision of the 2018 CIP to include Project #SN-18-C1.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

Item 4

CITY OF Fargo

Memorandum

To: PWPEC

From: Nathan Boerboom, Division Engineer NAB

Date: 4/26/2018

Re: Sidewalk connection between City Hall and City Centre Lofts
Project #SN-18-C1

Construction of the new City Hall building and City Centre Lofts parking areas are nearing completion and both are expected to be put into service this upcoming summer. The City has entered into an agreement with the City Centre Loft property owner to provide parking for City employees. However, neither project included the construction of a sidewalk connection between the two structures. In addition to the sidewalk, this connection will also require the construction of a retaining wall, storm sewer culvert and associated railings.

Since Houston Engineering completed the civil site design for both of the adjacent structures, they are able to efficiently and cost effectively complete the design of this connection. Staff requested a quote from Houston Engineering to complete the design and prepare a set of bidding documents for the previously mentioned work. Houston Engineering provided a not to exceed quote of $25,000 for the preparation of these bidding documents. We anticipate that City staff availability will allow for us to complete the construction administration, inspection and survey of this project, but will need to fully evaluate staff availability at the time of bidding.

Attached with this memorandum is the quote received from Houston Engineering as well as the proposed Task Order to be issued to them under the City's MSA with Houston Engineering.

Funding source for these engineering services have been identified as the City Hall construction project.

Recommended Motion
Approve the creation of Project #SN-18-C1, as well as amending the 2018 Capital Improvement Plan for the inclusion of this project.

200 North 3rd Street
Fargo, ND 58102

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

Houston Engineering Inc. Fargo Office 701.237.5065 701.237.5101
1401 21st Avenue North Fargo ND 58102

April 25, 2018

VIA Email: (NBoerboom@FargoND.com)

Subject: City of Fargo City Hall Retaining Wall/Sidewalk Design

Dear Nathan:

Thank you for the opportunity to submit a quote for the City of Fargo City Hall Retaining Wall/Sidewalk Design Project. This project is located in the area between the City Hall Parking Lot on the north side of City Hall and the southside of the City Centre Lofts Building currently under construction. Houston has completed the site design for both the Fargo City Hall project and the City Centre Lofts Building and is excited to connect the two buildings together.

The proposed Scope of Work will be to deliver to the City of Fargo bidding documents for the construction of modular block retaining walls with a sidewalk and railings to connect the City Centre Loft Building to the City Hall Building. This would also include grading in between the buildings, a pipe running in between the two retaining walls to ensure proper drainage of the contributing drainage area, and a east-west running sidewalk to connect the existing 3rd Avenue North sidewalk to the existing 2nd Street North sidewalk.

We are excited for this opportunity to continue to deliver exceptional work for you. HEI will complete the effort for a not-to-exceed cost of **$25,000.00**.

Sincerely,

HOUSTON ENGINEERING, INC.

Randy Engelstad, PE
Direct: 701.499.2087
rengelstad@houstoneng.com

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated February 29, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Project Title: Project SN-18-C1 New Sidewalk Construction & Incidentals

B. Description: This Task Order is for the design and preparation of bidding documents for a new sidewalk connection between City Hall and City Centre Lofts and 3rd Avenue N to 2nd Street N.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Houston dated April 25, 2018. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 29, 2016.

4. Times for Rendering Services

Phase	Completion Date
Design & Bidding Documents	**June 8, 2018**

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Design & Bidding Documents	Hourly Not to Exceed	$25,000
		Total Services = $25,000

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

Attachment A – Proposal submitted by Houston dated April 25, 2018.
Attachment C – PWPEC ROA dated April 30, 2018 <<Note: PWPEC ROA required if Task Order is greater than $15,000, but less than $150,000. Task Orders greater than $150,000 require a Commission ROA and the Mayor's signature on the Task Order instead of the City Engineer>>

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which 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 May 9, 2018.

MS-16-A0 Task Order No. 15 Houston Engineering, Inc.

Owner:		Engineer:	
By:	Mark Bittner	By:	
Name:	Mark Bittner	Name:	Randy Engelstad
Title:	City Engineer	Title:	Civil Engineer
Designated Representative for Task Order:		Designated Representative for Task Order:	
Name:	Nathan Boerboom	Name:	Randy Engelstad
Title:	Division Engineer	Title:	Civil Engineer

Approval Requirements

$15,000 or less – City Engineer $15,001 - $150,000 – PWPEC Over $150,000 – PWPEC & Commission

COVER SHEET
CITY OF FARGO PROJECTS

(21)

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:

New Sidewalk Construction & Incidentals

Project No. SN-18-C

Call For Bids	June 18	, 2018
Advertise Dates	June 20 (Block Ad), 25 & July 2	, 2018
Bid Opening Date	July 11	, 2018
Substantial Completion Date	October 5	, 2018
Final Completion Date	November 5	, 2018

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Nathan Boerboom

Phone No. 241-1545

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

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

X Order Plans & Specifications

X Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-18-C1 Type: Project Creation, CIP Revision & Task Order

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

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

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

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

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

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

RECOMMENDED MOTION
Concur with PWPEC recommendation approve the revision of the 2018 CIP to include Project #SN-18-C1.

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

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

ENGINEER'S REPORT

NEW SIDEWALK CONSTRUCTION & INCIDENTALS

PROJECT NO. SN-18-C

Nature & Scope

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

Purpose

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

Feasibility

The estimated construction cost of this project is $312,130.00 the funding source for follows:

Estimated Construction Cost:	
Construction Costs:	$ 312,130.00
7% Engineering Fees:	$ 21,849.10
3% Legal:	$ 9,636.90
4% Interest:	$ 12,485.20
Outside Engineering Fees:	$ 25,000.00
Total:	**$ 380,828.20**

Funding:	
Infrastructure Sales Tax (Fund 420)	$ 380,828.20

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
NATHAN BOERBOOM
PE-8420
DATE: 6/14/2018
NORTH DAKOTA

Nathan Boerboom, PE
Division Engineer

CITY OF
Fargo

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

June 6, 2018

24

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

Re: Cass Rural Water Users District
Access Easement (Bike Trail)
Project #FM-17-C1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Access Easement in association with Project #FM-17-C1. An agreement has been reached and at this time, we are requesting approval of the terms of the Access Easement. The Access Easement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Access Easement from Cass Rural Water Users District in association with Project #FM-17-C1 and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Roger Kluck
Nancy J. Morris

ACCESS EASEMENT
(Bike Trail)

THIS EASEMENT is made this ____ day of _____, 2018, by Cass Rural Water Users District, a North Dakota political subdivision, (the "District"); and the City of Fargo, a North Dakota municipal corporation (the "City").

RECITALS

A. The District owns the following real property:

Lot Two (2), Block One (1) of Cass Rural Water Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 0.20 Acres, more or less.

The property described above is the "District Property."

B. The City has requested permission to construct, operate, and maintain a bike trail on the District Property (the "Bike Trail").

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

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

AGREEMENT

1. **The Easement**. The District grants and conveys to the City a non-exclusive permanent easement, including the easement rights described in this Easement, upon, over, across, and through the District Property.

2. **Easement Rights**. The City's easement rights are limited to access, ingress, and egress rights upon, over, and across the District Property for the City and the City's officers, agents, representatives, employees, and contractors, and other invitees, including the rights to construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Bike Trail for the benefit of the City and, in the City's discretion, the public. The City may not use the District Property for any other purpose, and the City's use, access, ingress, and egress rights regarding the District Property and the Bike Trail will not disrupt or interfere with any of the District's facilities or other property. The City is solely responsible for the construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the Bike Trail, at the City's sole cost. The City's access under this Easement extends to the City and the City's officers, agents, representatives, employees, and contractors, and, at the City's discretion, other invitees, including the public's use of the Bike Trail.

3. **No Unreasonable Interference**. The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's operation of its public facilities on the District Property or the District's adjacent property may require and include temporary disruptions or interference with the Bike Trail. The District will use reasonable care to avoid any damages to the Bike Trail and related appurtenances; however, the District will not be liable or responsible for any inadvertent damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the District's public facilities, its officers, agents, representatives, employees, or contractors. In the event the expansion, reconstruction, improvement, or construction of any of the District's facilities requires modification of the Bike Trail, the District will provide reasonable advance notice to the City and the City will modify the Bike Trail.

4. **Improvements and Repairs to the District Property**. Any improvements or repairs to the District Property, including to the Bike Trail, are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the Bike Trail, the City must provide plans to the District, and the District must first give prior consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will construct, operate, inspect, maintain, alter, repair, replace, reconstruct, and remove the Bike Trail and related appurtenances at its sole cost.

c. The City will obtain the District's prior consent prior to commencing any structural repairs, modifications, or improvements to the Bike Trail on or adjacent to the District Property that require excavation; the District will not unreasonably withhold consent.

d. With the exception of the Bike Trail and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the District Property; the City will not place any fixtures, equipment, or other personal property on any portion of the District Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the District Property; the City will

not encumber any portion of the District Property; and the City will not otherwise alter any portion of the District Property without prior consent from the District; the District will not unreasonably withhold consent.

e. The City will repair the District Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, or removal of the Bike Trail or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the District Property as near as practicable to its original condition following any disturbance or damages, at the City's sole cost.

5. **Term**. The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of the District's public facilities; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements to the Bike Trail, at the City's sole cost.

6. **Indemnity**. To the extent permissible by law, the City will release, defend, indemnify, protect, and hold harmless the District and the District's officers, agents, representatives, employees, and contractors from and against any and all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the District Property by the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the District Property by the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees; or any act, error, or omission of the City or the City's officers, agents, representatives, employees, and contractors, and any of the City's invitees, including any failure to perform under this Easement.

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

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

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

that any provision or part of this Easement is invalid, illegal, or unenforceable.

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

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

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

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

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

[Signatures appear on the following pages.]

CASS RURAL WATER
USERS DISTRICT

Jerry Blomeke, Manager

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

On this 30th day of May, 2018, before me, a Notary Public in and for said County and State, personally appeared Jerry Blomeke, known to me to be the Manager of Cass Rural Water Users District and who executed the foregoing instrument and acknowledged to me that he executed the same on behalf of Cass Rural Water Users District.

Notary Public, Cass County, ND

(SEAL)

SCOTT MANN
Notary Public
State of North Dakota
My Commission Expires Aug. 19, 2020

CITY OF FARGO

By: _____
Timothy Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

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

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

(SEAL)

The legal description contained in this document was obtained from a previously recorded document.

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

June 14, 2018

25

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

Re: Western Area Power Administration
Contract and Grant of Easement & License Agreement
Project #FM-17-C1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Contract and Grant of Easement (in duplicate) along with a License Agreement (in duplicate), in association with Project #FM-17-C1. An agreement has been reached and at this time, we are requesting approval of the Contract and Grant of Easement along with the terms of the License Agreement. Both documents have been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Contract and Grant of Easement & the License Agreement with the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, in association with Project #FM-17-C1 and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Roger Kluck
Nancy J. Morris

License No.UGP-LI-2018-004BS

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Fargo-Morris 230-kV Transmission Line
NE1/4 of Section 12,
Township 138 North, Range 49 West,
Cass County, North Dakota
Vicinity of Structures: 7/3 AND 7/4
Between approx. Sta. 389+43 and 416+79

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this 31st day of May, 2018, between **City of Fargo, whose address is 200 North 3rd Street, Fargo, North Dakota 58102, Ph. 701-241-1537,** (LICENSEE), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (Western), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

Western concurs that the levee, access road/bike/multi-use path, and storm water retention pond (FACILITY) proposed by the LICENSEE will not interfere with the operation and maintenance of Western's Fargo-Morris 230kV (transmission lines), if constructed in the manner and at the locations shown on Drawing/Exhibit(s), attached hereto and made a part hereof.

In consideration of Western's concurrence, the LICENSEE agrees to the following:

(a) This license does not grant any right, privilege, or interest in the land. The LICENSEE is responsible for obtaining any necessary land rights from the underlying landowner.

(b) This license is only valid provided the FACILITY is constructed, operated and maintained in conformance with the attached drawings and/or exhibits. Any relocations, changes, or upgrades require additional concurrence by Western. LICENSEE agrees to alter or relocate its FACILITY, at no cost to Western, to accommodate future modifications of Western's facilities, including but not limited to, upgrades of the transmission line.

(c) LICENSEE shall notify Western at least 10 days prior to commencing installation of the FACILITY to permit inspection by WESTERN; Contact Mr. Jerry Paulson at (701)-221-4531.

(d) To abide by and comply with all applicable Federal, State, and local laws and building and safety codes.

(e) To the extent provided by law, LICENSEE agrees to indemnify and hold harmless Western, its employees, or agents, from any loss or damage and from any liability on account of personal injury, death, or property damage

arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.

(f) In recognition that Western may need to drive across these areas with a 30 ton crane or any other heavy equipment to perform maintenance, repair, or replacement of any of its transmission line towers, LICENSEE agrees it is LICENSEE's responsibility under the License Agreement to pay for and promptly repair any such damage caused by these activities.

(g) This agreement shall be binding on the successors or assigns of LICENSEE and Western; however, it shall not be assigned by LICENSEE without prior written consent of Western.

(h) The Licensee agrees to comply with all provisions and rules of the latest edition of the National Electric Safety Code applicable to the design and construction of the aforesaid FACILITY crossing.

(i) The Licensee agrees to maintain at least thirteen (13) feet of clearance based on maximum sag) from any of Westerns transmission line conductor(s) and at least 100 feet of clearance from any of Westerns transmission line structure(s), including placement of the FACILITY. In the event the Licensee's FACILITY restricts access along Western Area Power Administration's transmission line, the Licensee, its successor and/or assigns, shall (at their own expense) grant the Western Area Power Administration or its successor and/or assigns rights of ingress and egress over and across any property owned by the Licensee or its successor for access to the transmission line easement.

(j) Before allowing people or construction equipment capable of contacting or approaching transmission line conductors within less than **Thirteen (13) feet**, the Licensee or his authorized representative agrees to obtain from the Western Area Power Administration a "Special Work Permit" and to work under the limits and conditions of the safe working area defined therein.

(k) That all or any part of this License may be terminated by the North Dakota Maintenance manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure to the Licensee to use for any continuous 2-year period from the date of the license for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the Licensee in writing of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the Licensee completes such corrective actions as are specified in the notice.

(l) That the issuance of this License Agreement is conditional that the LICENSEE grant Western, and its successors and assigns, a separate perpetual no-cost access easement for access to Western's transmission line structures.

License No. UGP-LI-2018-004BS

LICENSEE
City of Fargo

By: _____
Timothy J. Mahoney

Title: Mayor

ATTEST :

_____
Steven Sprague, City Auditor

THE UNITED STATES OF AMERICA
Western Area Power Administration

By: Gerald T. Paulson
Marc Kress
Acting North Dakota Maintenance Manager
P.O. Box 1173
Bismarck, ND 58502-1173

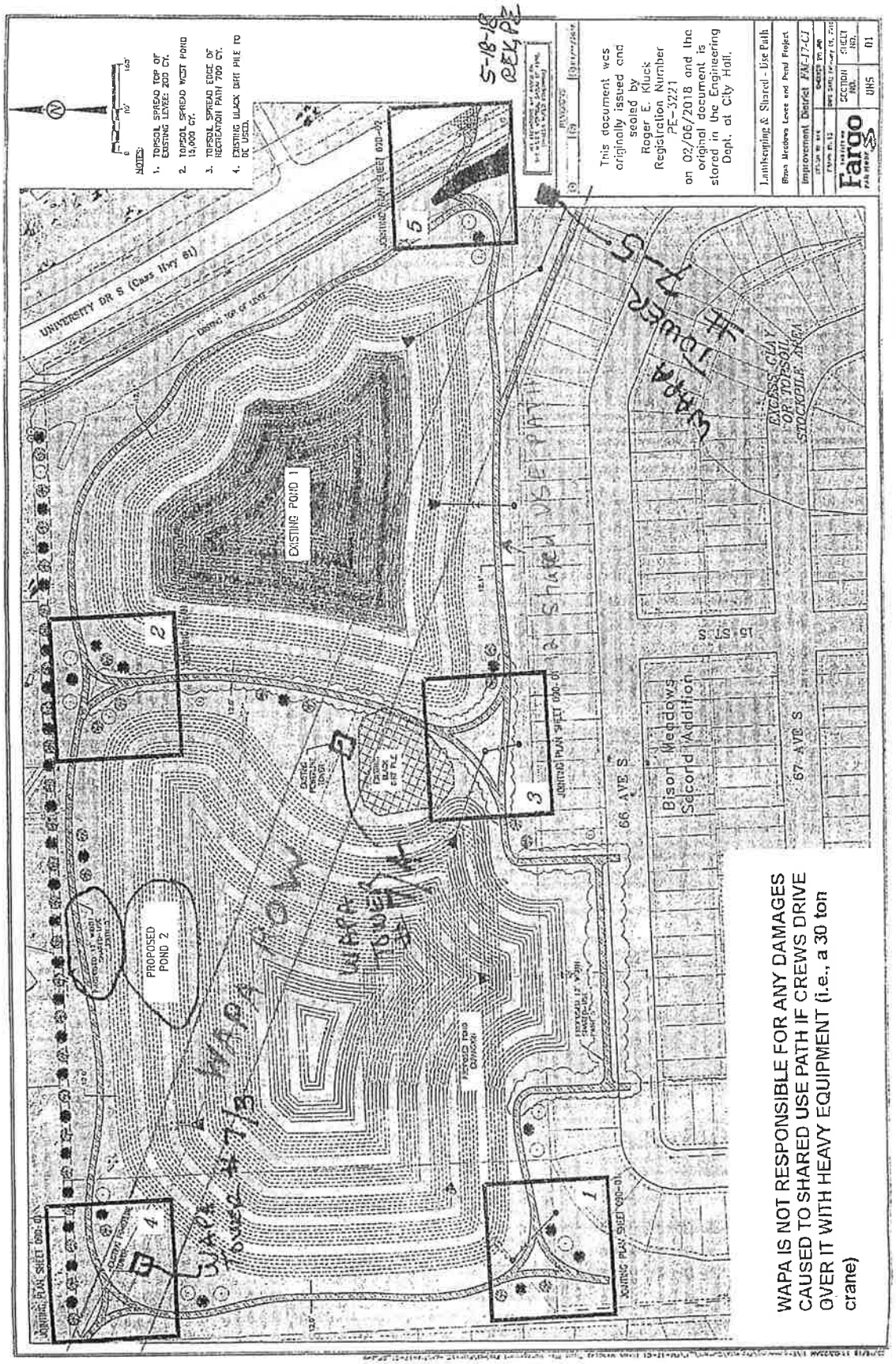

EXHIBIT "A'
PAGE 1 OF 2
LICENSE NO. UGP-LI-2018-004BS

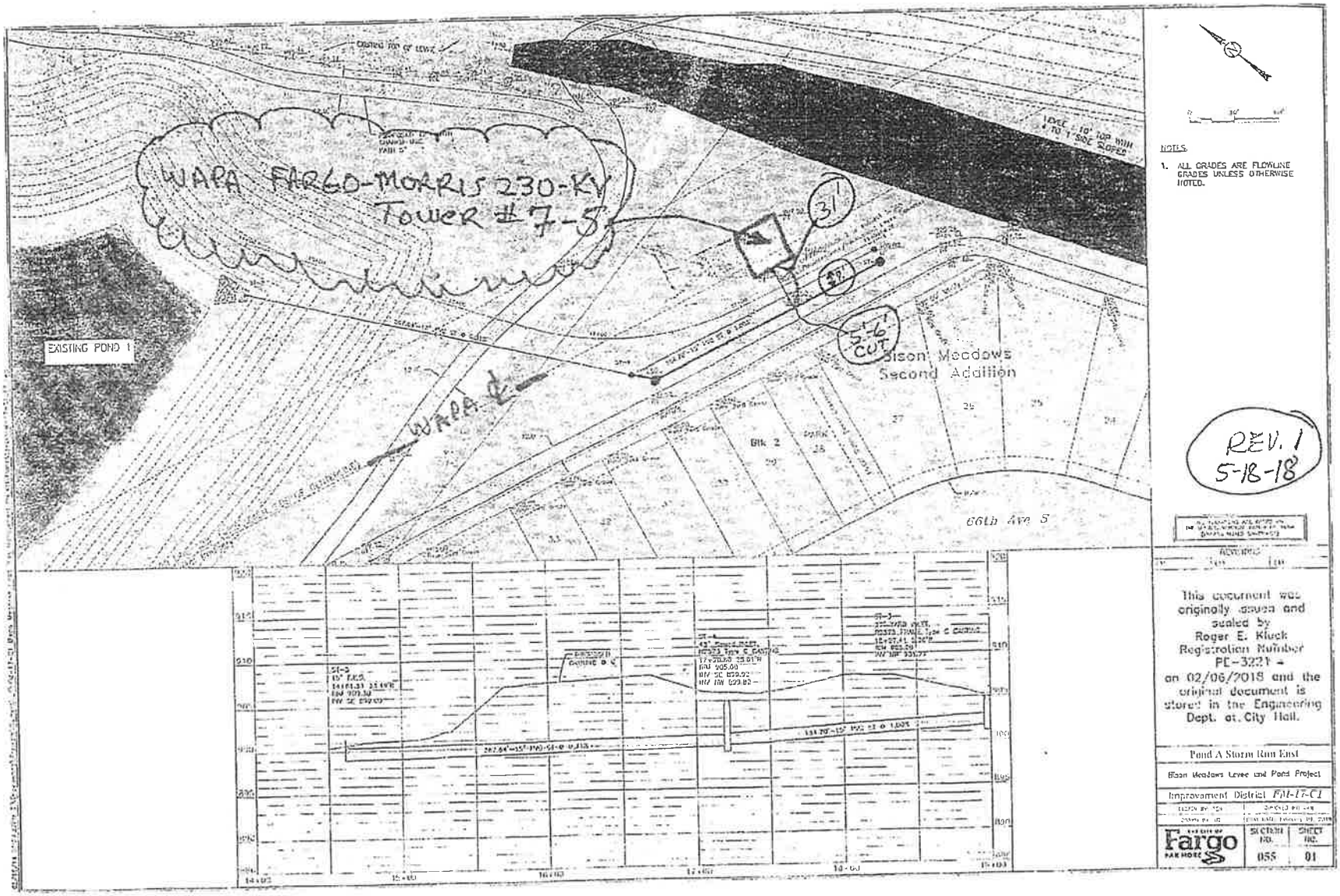

EXHIBIT "A'
PAGE 2 OF 2
LICENSE NO. UGP-LI-2018-004BS

License No.UGP-LI-2018-004BS

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Fargo-Morris 230-kV Transmission Line
NE1/4 of Section 12,
Township 138 North, Range 49 West,
Cass County, North Dakota
Vicinity of Structures: 7/3 AND 7/4
Between approx. Sta. 389+43 and 416+79

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arising out of Licensee's, its agents, contractors, or subcontractors use of the land covered by this License Agreement.

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(k) That all or any part of this License may be terminated by the North Dakota Maintenance manager for failure to comply with any or all of the terms or conditions of this license, or for abandonment. A rebuttable presumption of abandonment is raised by deliberate failure to the Licensee to use for any continuous 2-year period from the date of the license for the purpose for which it was granted or renewed. In the event of noncompliance or abandonment, the North Dakota Maintenance Manager will notify the Licensee in writing of his intention to suspend or terminate such grant 60 days from the date of the notice, stating the reasons therefore, unless prior to that time the Licensee completes such corrective actions as are specified in the notice.

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License No. UGP-LI-2018-004BS

LICENSEE
City of Fargo

By: _____
Timothy J. Mahoney

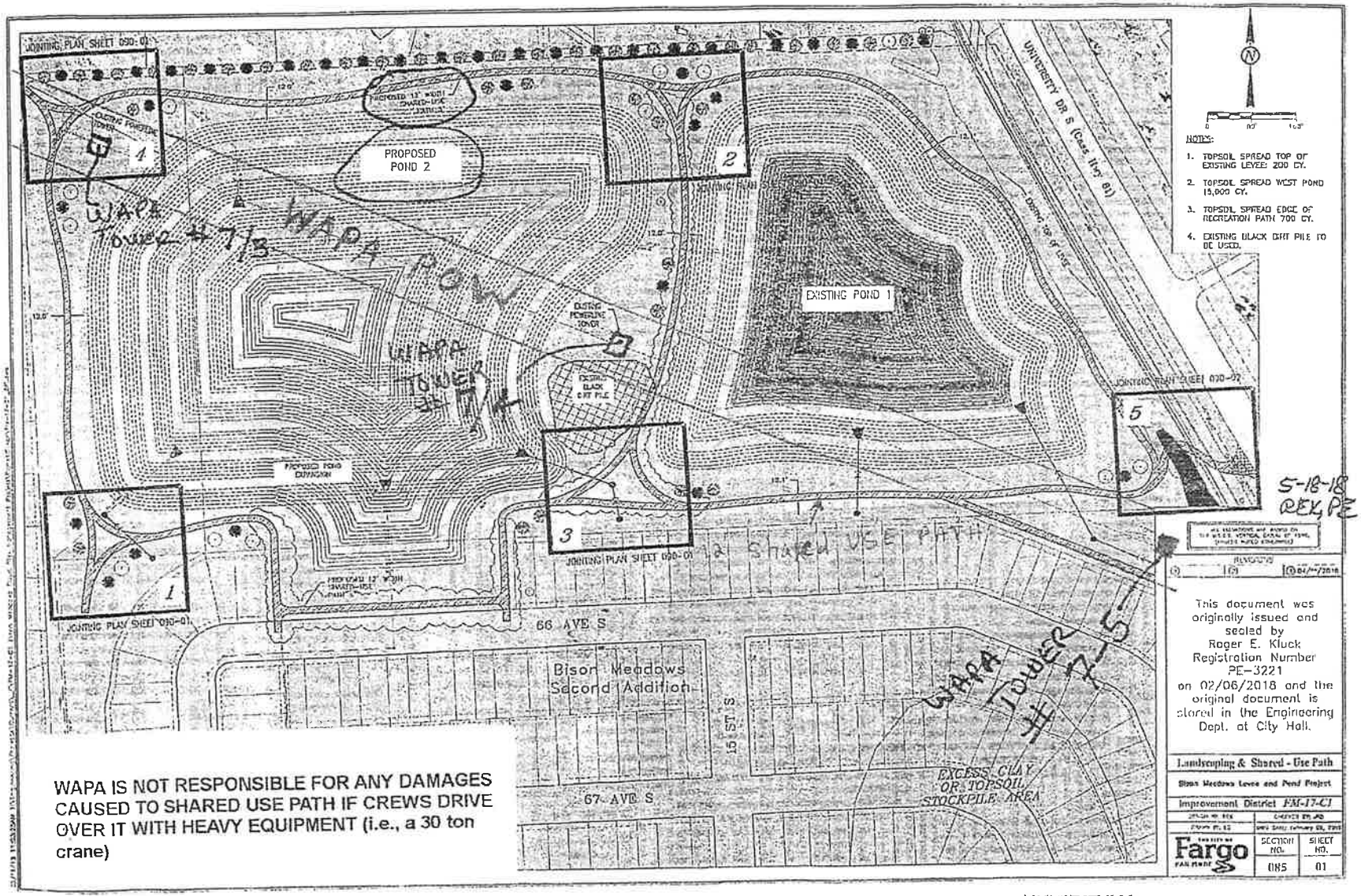
Title: Mayor

ATTEST :

_____
Steven Sprague, City Auditor

THE UNITED STATES OF AMERICA
Western Area Power Administration

By: Gerald T. Paulson
Marc Kress
Acting North Dakota Maintenance Manager
P.O. Box 1173
Bismarck, ND 58502-1173



WAPA IS NOT RESPONSIBLE FOR ANY DAMAGES CAUSED TO SHARED USE PATH IF CREWS DRIVE OVER IT WITH HEAVY EQUIPMENT (i.e., a 30 ton crane)

EXHIBIT "A".
PAGE 1 OF 2
LICENSE NO. UGP-LI-2018-004BS

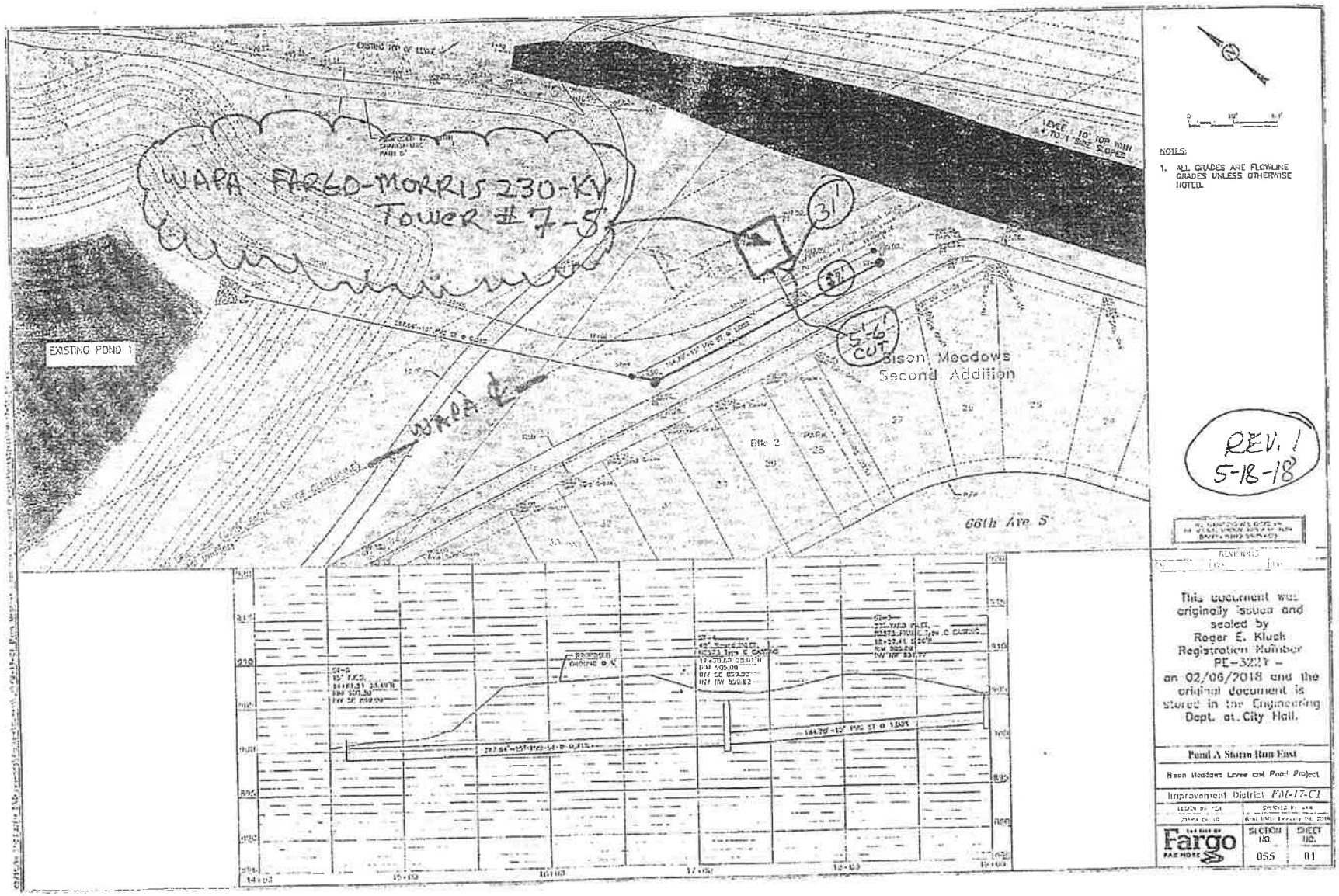


EXHIBIT "A'
PAGE 2 OF 2
LICENSE NO. UGP-LI-2018-004BS

LC-135-R
(Rev. 2-94)

Contract No._____

United States of America
Department of Energy
Western Area Power Administration

FARGO-MORRIS TRANSMISSION LINE ACCESS EASEMENT

CONTRACT AND GRANT OF EASEMENT

THIS AGREEMENT made as of the ____ day of _____, 2018, between THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, whose post office address is 200 North Third Street, Fargo, North Dakota 58102 (GRANTOR), whether one or more, and the UNITED STATES OF AMERICA, Department of Energy, Western Area Power Administration, (UNITED STATES), represented by the officer executing this agreement, pursuant to the Reclamation Act, Act of June 17, 1902, 32 Stat. 388, and acts amendatory thereof and supplementary thereto, and the Department of Energy Organization Act, Act of August 4, 1977, 91 Stat. 565.

WITNESSETH:

That the parties hereto covenant and agree as follows:

1. The GRANTOR, for mutual benefits and other good and valuable consideration and the provisions contained in this agreement, does hereby grant and convey to THE UNITED STATES OF AMERICA, and its assigns, a perpetual non-exclusive easement for access purposes in, upon, over, and across the following strip of land in Cass County, North Dakota, more particularly described in Exhibit "A", which is attached hereto and made a part hereof.

The grant of easement shall include the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) together with cuts and fills, and culverts, as needed, as well as allowing THE UNITED STATES to install a separate lock (in series) with the Grantor's locks on any gates so that THE UNITED STATES has the ability to open and access any of Grantor's gates located within the easement area.

Tract No. T-22EA

2. The rights granted herein are subject to easements of record or in use. The UNITED STATES is not acquiring mineral rights pursuant to this Contract and Grant of Easement.

3. The UNITED STATES shall exercise due care and diligence in the exercise of the rights and privileges granted herein. The UNITED STATES agrees to repair or reasonably compensate the GRANTOR for damage to agricultural crops, fences, irrigation systems, drainage systems, or other improvements, within the easement area existing as of the date of this contract that occurs as a result of the exercise of the rights granted herein. The UNITED STATES shall not pay for damages to improvements installed in the access road right-of-way by the GRANTOR after the date of this contract.

4. The GRANTOR shall have the right to use said access road described herein for any purposes which will not interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES shall agree to the relocation of said access road provided that GRANTOR furnishes such easements, rights-of-way, and roads deemed satisfactory to the UNITED STATES.

5. The GRANTOR is the true owner of the property over which this easement is granted and has the lawful right to convey this easement interest.

6. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary Abstracts, certificates of title, or title insurance will be procured by the UNITED STATES at its own expense unless otherwise provided in this contract. The expense of recording this Contract and Grant of Easement shall be paid by the UNITED STATES.

The UNITED STATES shall reasonably reimburse the GRANTOR for the following expenses incurred by the GRANTOR:

(a) Recording fees, transfer taxes, and similar expenses, incidental to conveying the easement described herein to the UNITED STATES.

(b) Penalty cost for prepayment of any preexisting recorded mortgage entered into in good faith encumbering said real property.

7. In the event that liens or encumbrances other than those expressly provided herein do exist, the UNITED STATES may, at its option, remove any and all such outstanding liens and encumbrances by reserving from the purchase price herein set forth the necessary amount and discharge same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrances as against this contract, nor an assumption of any lien or encumbrances by the UNITED STATES.

8. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandoned area whether before or after execution of the quitclaim deed.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the assigns of the UNITED STATES.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

GRANTOR
THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

UNITED STATES OF AMERICA

By: _____
Timothy J. Mahoney

Title: ____Mayor_____

_____
Braileigh Jay
Acting Lands Team Lead

ATTEST :

_____
Steven Sprague, City Auditor

ACKNOWLEDGEMENT

State of North Dakota)
) s.s
County of Cass)

On this _____day of _____, in the year 2018, before me personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the within instrument on behalf of The City of Fargo, North Dakota, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public

(SEAL)

My commission expires:_____

EXHIBIT A

Proposed Permanent Easement Description:

A 40.00 FOOT WIDE STRIP OF LAND IN THE UNPLATTED PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, CENTERED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF BISON MEADOWS SECOND ADDITION ON FILE AS DOCUMENT 1522336 AT THE CASS COUNTY RECORDER'S OFFICE AND THE WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81; THENCE NORTH 29°18'18" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.68 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID BISON MEADOWS SECOND ADDITION, THE POINT OF BEGINNING; THENCE SOUTH 88°02'07" WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1133.09 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 104°47'04", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.44 FEET; THENCE NORTH 12°49'11" EAST, TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 721.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 104°39'32", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.33 FEET, TO A POINT ON A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF GLEN VAN ENK SUBDIVISION ON FILE AS DOCUMENT 621739 AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 755.29 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AN ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AS DOCUMENT 335776 AT THE CASS COUNTY RECORDER'S OFFICE AND THERE TERMINATING.

LESS

THE EXISTING 125.0 FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE AS DOCUMENT 335777.

SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81 AND ON THE 125.0 FOOT WIDE ELECTRICAL TRANSMISSION LINE EASEMENTS OF SAID DOCUMENTS 335776 AND 335777.

BEARINGS BASED ON THE CITY OF FARGO GROUND CONTROL SYSTEM.

SAID STRIP CONTAINS 2.27 ACRES, MORE OR LESS.

CERTIFICATION

I hereby certify that this survey, plan and/or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the state of North Dakota.

BRENT W. WACHA, PLS

REG. NO. 5068 DATE 5/18/2018

BRENT W. WACHA REGISTERED LAND SURVEYOR 5068 NORTH DAKOTA 5-18-18

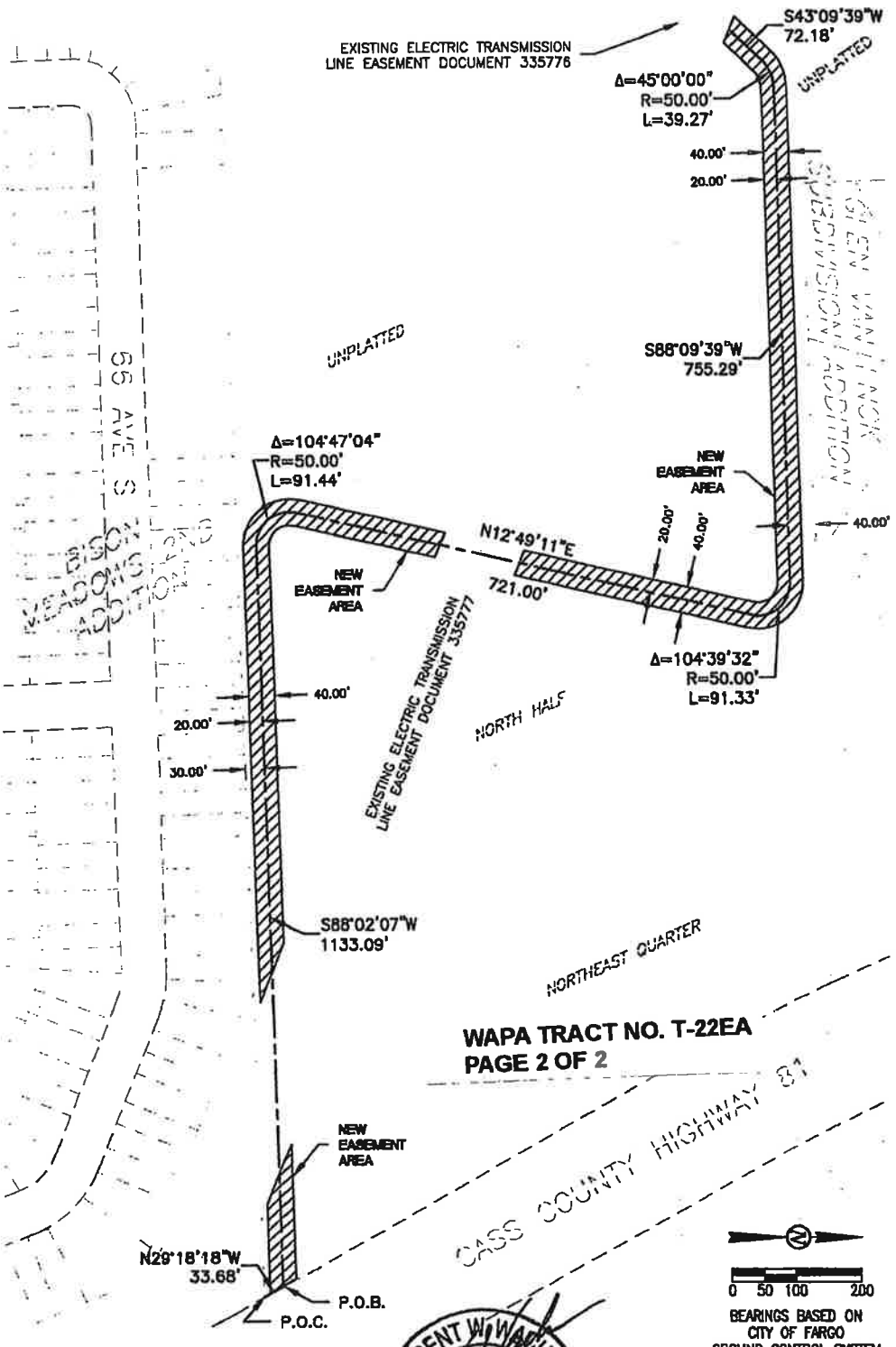
WAPA TRACT NO. T-22EA
PAGE 1 OF 2

THE CITY OF Fargo FARGO NORTH DAKOTA
ENGINEERING DEPT.

PERMANENT EASEMENT
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA

DRAWN BY: LG/BWW | DATE: MAY 18, 2018
APPROVED BY: BWW | SHEET 1 OF 2
FILE NAME: Transcanada Line Access 5-18-2018

EXHIBIT A


EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335776
S43°09'39"W 72.18'
Δ=45°00'00" R=50.00' L=39.27'
UNPLATTED
40.00'
20.00'
S88°09'39"W 755.29'
UNPLATTED
Δ=104°47'04" R=50.00' L=91.44'
NEW EASEMENT AREA
N12°49'11"E 721.00'
20.00'
40.00'
40.00'
NEW EASEMENT AREA
EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335777
Δ=104°39'32" R=50.00' L=91.33'
40.00'
20.00'
30.00'
NORTH HALF
S88°02'07"W 1133.09'
NORTHEAST QUARTER
WAPA TRACT NO. T-22EA
PAGE 2 OF 2
CASS COUNTY HIGHWAY 81
NEW EASEMENT AREA
N29°18'18"W 33.68'
P.O.B.
P.O.C.
0 50 100 200
BEARINGS BASED ON CITY OF FARGO GROUND CONTROL SYSTEM
LEGEND
○ – MONUMENT FOUND
● – MONUMENT SET, 5/8" REBAR, LS-5068
▨ – PERMANENT EASEMENT
BRENT W. WACHA
REGISTERED LAND SURVEYOR 5068
NORTH DAKOTA
THE CITY OF Fargo FAR MORE
ENGINEERING DEPT.
PERMANENT EASEMENT
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA
DRAWN BY: LG/BW DATE: MAY 15, 2018
APPROVED BY: BW SHEET 2 OF 2
FILE NAME: Transmission Line Assess 5-15-2018

LC-135-R
(Rev. 2-94)

Contract No._____

United States of America
Department of Energy
Western Area Power Administration

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The grant of easement shall include the right to enter and locate, construct, use, maintain, repair, and rebuild a road(s) together with cuts and fills, and culverts, as needed, as well as allowing THE UNITED STATES to install a separate lock (in series) with the Grantor's locks on any gates so that THE UNITED STATES has the ability to open and access any of Grantor's gates located within the easement area.

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4. The GRANTOR shall have the right to use said access road described herein for any purposes which will not interfere with any of the rights and privileges herein granted to the UNITED STATES. The UNITED STATES shall agree to the relocation of said access road provided that GRANTOR furnishes such easements, rights-of-way, and roads deemed satisfactory to the UNITED STATES.

5. The GRANTOR is the true owner of the property over which this easement is granted and has the lawful right to convey this easement interest.

6. The GRANTOR shall assist the UNITED STATES in procuring and recording all assurances of title and affidavits which the GRANTOR may be advised by the UNITED STATES are necessary Abstracts, certificates of title, or title insurance will be procured by the UNITED STATES at its own expense unless otherwise provided in this contract. The expense of recording this Contract and Grant of Easement shall be paid by the UNITED STATES.

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8. In the event of permanent abandonment of any or all rights to the easement granted herein to the UNITED STATES, said abandonment shall be effected by the execution and recording of a quitclaim deed by the UNITED STATES in favor of the GRANTOR, or his successors, and the easement granted herein, or any portions therein abandoned, shall terminate. The UNITED STATES, or its assigns, shall have the right to remove, within a reasonable time, all structures, facilities, and equipment placed on the easement by or on behalf of the UNITED STATES, from such abandoned area whether before or after execution of the quitclaim deed.

9. The provisions hereof shall inure to the benefit of and be binding upon the heirs, executors, personal representatives, administrators, successors, and assigns of the GRANTOR, and the assigns of the UNITED STATES.

IN WITNESS WHEREOF, the parties hereto have signed their names, the day and year first above written.

GRANTOR
THE CITY OF FARGO, NORTH DAKOTA,
a municipal corporation

By: _____
Timothy J. Mahoney

Title: ___Mayor_____

UNITED STATES OF AMERICA

_____
Braileigh Jay
Acting Lands Team Lead

ATTEST :

_____
Steven Sprague, City Auditor

ACKNOWLEDGEMENT

State of North Dakota)
) s.s
County of Cass)

On this _____day of _____, in the year 2018, before me personally appeared Timothy J. Mahoney and Steven Sprague, known to me to be the persons who are described in and who executed the within instrument on behalf of The City of Fargo, North Dakota, and acknowledged to me that they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

_____
Notary Public

(SEAL)

My commission expires:_____

EXHIBIT A

Proposed Permanent Easement Description:

A 40.00 FOOT WIDE STRIP OF LAND IN THE UNPLATTED PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, CENTERED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF BISON MEADOWS SECOND ADDITION ON FILE AS DOCUMENT 1522336 AT THE CASS COUNTY RECORDER'S OFFICE AND THE WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81; THENCE NORTH 29°18'18" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 33.68 FEET TO A POINT OF INTERSECTION WITH A LINE LYING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID BISON MEADOWS SECOND ADDITION, THE POINT OF BEGINNING; THENCE SOUTH 88°02'07" WEST, PARALLEL WITH SAID NORTH LINE, A DISTANCE OF 1133.09 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, HAVING A CENTRAL ANGLE OF 104°47'04", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.44 FEET; THENCE NORTH 12°49'11" EAST, TANGENT TO THE PREVIOUS CURVE A DISTANCE OF 721.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 104°39'32", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 91.33 FEET, TO A POINT ON A LINE LYING 40.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTH LINE OF GLEN VAN ENK SUBDIVISION ON FILE AS DOCUMENT 621739 AT THE CASS COUNTY RECORDER'S OFFICE; THENCE SOUTH 88°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, PARALLEL WITH SAID SOUTH LINE, A DISTANCE OF 755.29 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHEAST, HAVING A CENTRAL ANGLE OF 45°00'00", A RADIUS OF 50.00 FEET AND AN ARC LENGTH OF 39.27 FEET; THENCE SOUTH 43°09'39" WEST, TANGENT TO THE PREVIOUS CURVE, A DISTANCE OF 39.27 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF AN ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AS DOCUMENT 335776 AT THE CASS COUNTY RECORDER'S OFFICE AND THERE TERMINATING.

LESS

THE EXISTING 125.0 FOOT WIDE ELECTRIC TRANSMISSION LINE EASEMENT ON FILE AT THE CASS COUNTY RECORDER'S OFFICE AS DOCUMENT 335777.

SIDELINES OF SAID STRIP SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE ON SAID WESTERLY RIGHT OF WAY OF CASS COUNTY HIGHWAY 81 AND ON THE 125.0 FOOT WIDE ELECTRICAL TRANSMISSION LINE EASEMENTS OF SAID DOCUMENTS 335776 AND 335777.

BEARINGS BASED ON THE CITY OF FARGO GROUND CONTROL SYSTEM.

SAID STRIP CONTAINS 2.27 ACRES, MORE OR LESS.

CERTIFICATION

I hereby certify that this survey, plan and/or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the state of North Dakota.

BRENT W. WACHA, PLS

REG. NO. 5068 DATE 5/18/2018

BRENT W. WACHA REGISTERED LAND SURVEYOR 5068 NORTH DAKOTA 5-18-2018

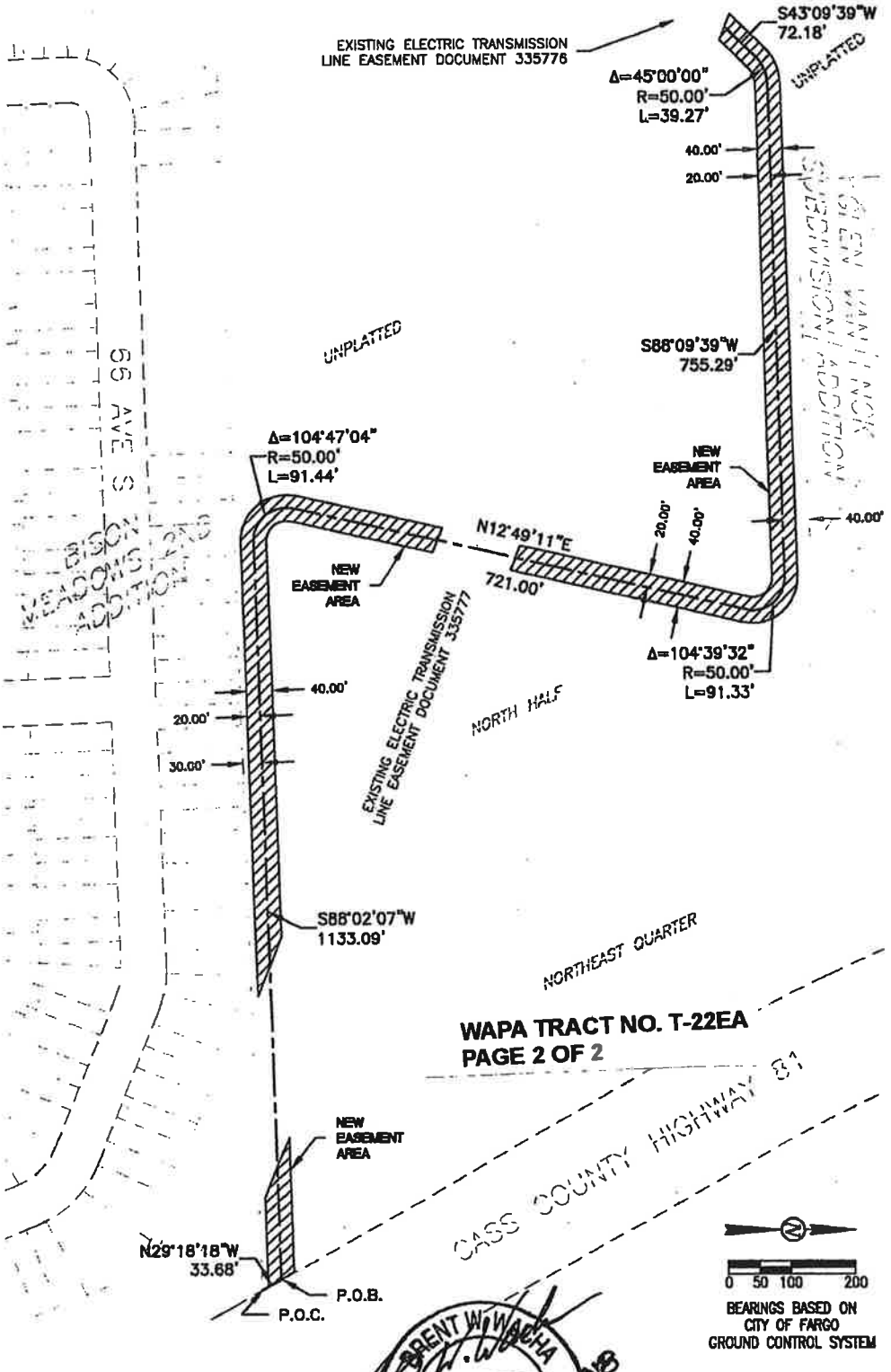
WAPA TRACT NO. T-22EA
PAGE 1 OF 2

THE CITY OF Fargo FARGOGOV.COM

ENGINEERING DEPT.

PERMANENT EASEMENT
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA
DRAWN BY: LG/BWW DATE: MAY 16, 2018
APPROVED BY: BWW SHEET 1 OF 2
FILE NAME: Transmission Line Access 5-16-2018

EXHIBIT A


EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335776
S43°09'39"W 72.18'
Δ=45°00'00" R=50.00' L=39.27'
UNPLATTED
40.00'
20.00'
S88°09'39"W 755.29'
UNPLATTED
Δ=104°47'04" R=50.00' L=91.44'
NEW EASEMENT AREA
N12°49'11"E 721.00'
20.00'
40.00'
40.00'
NEW EASEMENT AREA
Δ=104°39'32" R=50.00' L=91.33'
40.00'
20.00'
30.00'
EXISTING ELECTRIC TRANSMISSION LINE EASEMENT DOCUMENT 335777
NORTH HALF
S88°02'07"W 1133.09'
NORTHEAST QUARTER
WAPA TRACT NO. T-22EA
PAGE 2 OF 2
NEW EASEMENT AREA
CASS COUNTY HIGHWAY 81
N29°18'18"W 33.68'
P.O.B.
P.O.C.
0 50 100 200
BEARINGS BASED ON CITY OF FARGO GROUND CONTROL SYSTEM
LEGEND
○ – MONUMENT FOUND
● – MONUMENT SET, 5/8" REBAR, LS-5068
– PERMANENT EASEMENT
BRENT W. WACHA
REGISTERED LAND SURVEYOR 5068
NORTH DAKOTA
THE CITY OF Fargo FAR NORTH
ENGINEERING DEPT.
PERMANENT EASEMENT
UNPLATTED N 1/2, NE 1/4, SECTION 12, T 138 N, R 49 W, CASS COUNTY, NORTH DAKOTA
DRAWN BY: LG/DRW
DATE: MAY 16, 2018
APPROVED BY: DRW
SHEET 2 OF 2
FILE NAME: Transmission Line Access 5-16-2018

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (26)

Improvement District No. BN-17-A1 Type: Request to Work Sundays and After Hours

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 6/11/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding a request submitted by Master Construction to work a 7-day workweek, including Sundays, and also to work after the hours stated within the contract plans and specification in order to meet the substantial completion date of August 13, 2018.

This request does not guarantee automatic approval as the Engineering Department and KLJ Engineering will still carefully consider each request from the Contractor to ensure that the work being request to be done outside of the normal construction hours and work week is necessary and will not create an unnecessary burden on the public or businesses-at-large.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to approve the request from Master Construction to complete work on Sundays and after hours.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve the request from Master Construction to complete work on Sundays and after hours.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Infrastructure Sales Tax 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	☑	☑	☐	
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

Item 4

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Manager JTL

Date: 6/7/2018

Re: Improvement District #BN-17-A1– Request to work Sundays
19th Avenue N between 45th Street N & 57th Street N

The Contractor (Master Construction) is requesting permission to work a 7-day work week, including Sundays, and also to work after the designated working hours stated within the contract plans and specifications to complete paving operation activities in order to expedite the duration of construction and to meet the deadline of finishing the project by August 13, 2018.

This request does not guarantee automatic approval as the Engineering Department and KLJ Engineering (project management consultant) will still carefully consider each request from the Contractor to ensure that the work being requested to be done outside of the normal construction hours and work week is necessary and that it will not create an unnecessary burden on the public or businesses-at-large. Please see attached documentation supporting the request.

I concur with KLJ's recommendation to allow Master Construction to work Sunday's and after hours for Improvement District No. BN-17-A1.

Recommended Motion:

Approve the request by Master Construction to work Sundays and after hours under direction of the Engineering Department and KLJ Engineering.

Attachment
JTL/klo

C: Brenda Derrig
Thomas Knakmuhs
Scott Middaugh

3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

June 6, 2018

Jason Leonard
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 – Sunday Work Request

Dear Jason:

This letter is in response to Master Construction's request to work on Sunday's and outside of the hours outlined in Note 9 of the SIB's. This request was made to meet the substantial completion date of August 13th, 2018.

KLJ recommends that the City of Fargo allow KLJ to approve Master Construction's request as needed through the remainder of construction. KLJ will require that Master Construction make their request for the following week at each weekly construction meeting. Along with their request, Master must outline their proposed work and when that work will be anticipated. If KLJ has adequate resources to monitor Master's work and it does not conflict with public interests, KLJ will approve the requests.

If you have any questions, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

Scott Middaugh
Project Manager

Enclosure(s): Master Construction Hour and Working day request
Project #: 1441700
cc: Scott Ahlf – Master Construction

MASTER CONSTRUCTION

FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

June 6th, 2018

KLJ
3203 32nd Ave South Suite 201
Fargo, ND 58104

Attn: Scott Middaugh

RE: Extended working hours & days, Improvement District No. BN-17-A1

Dear Mr. Middaugh,

Master Construction Co. Inc. would like to request permission to work a (7) day work week, in order expedite construction and meet the project by the required contract date of August 13th, 2018.

In addition to a (7) day work week, Master Construction Co., Inc. is also requesting permission that additional work times outside of the specified working hour parameters be allowed for paving operations, etc. Minimizing the impact to the traveling public and businesses.

Master Construction Co., Inc. is requesting that the above requests be allowed to be made by the City of Fargo Engineering/ KLJ, with the consideration of staffing availabilities, and if work being performed is in the interest of the public or businesses.

Sincerely,

Scott Ahlf
Project Manager

27

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-C1 Type: Request to Work Sundays and After Hours

Location: 13th Ave S – 45th St to 9th St (WF) Date of Hearing: 6/11/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Jason Baker

The Committee reviewed a communication from Project Manager, Jason Baker, regarding a request submitted by Master Construction to work a 7-day workweek, including Sundays, in order to expedite the duration of construction and to meet the deadline of finished the project by October 19, 2018. The Contractor has also requested to perform work after hours. This work will include temporary water main shutdowns to complete work on water mains and performing some paving operations. By completing this work after hours, it minimizes the impact that shutting down water mains will have on businesses and traffic.

This request does not guarantee automatic approval as the Engineering Department ad Apex Engineering will still carefully consider each request from the Contractor to ensure that the work being request to be done outside of the normal construction hours and work week is necessary and will not create an unnecessary burden on the public or businesses-at-large.

On a motion by Ben Dow, seconded by Tim Mahoney, the Committee voted to approve the request from Master Construction to complete work on Sundays and after hours.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve the request from Master Construction to complete work on Sundays and after hours.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Infrastructure Sales Tax 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	☑	☑	☐	
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

Item 3

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Baker, Project Manager JMB

C: Thomas Knakmuhs, Jeremy Gorden

Date: 6/5/2018

Re: Request to work Sundays for Improvement District No. BR-18-C1
13th Avenue S Reconstruction Project
45th Street to 12th Street E (West Fargo)
Master Construction (Prime Contractor)

The Contractor (Master Construction) is requesting permission to work a 7-day work week, including Sundays, in order to expedite the duration of construction and to meet the deadline of finishing the project by October 19, 2018.

In addition to a 7-day work week, the Contractor will be required to perform work after hours. This work will include temporary water main shutdowns to complete work on water mains and performing some paving operations. By completing this work after hours, it minimizes the impact shutting down water mains will have on businesses and traffic.

This request does not guarantee automatic approval as the Engineering Department and Apex Engineering (project management consultant) will still carefully consider each request from the Contractor to ensure that the work being requested to be done outside of the normal construction hours and work week is necessary and that it will not create an unnecessary burden on the public or businesses-at-large.

Recommended Motion:
Approve the request by Master Construction to work Sundays and after hours under direction of the Engineering Department and Apex Engineering.

JMB/jmg

MASTER CONSTRUCTION

FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

June 4, 2018th

Apex Engineering Group
4733 Amber Valley Parkway South
Fargo, ND 58104

Attn: Brent Muscha

RE: Request to work Sundays, Improvement District No. BR-18-C1 & 2251

Dear Mr. Muscha,

Master Construction Co. Inc. would like to request permission to work a (7) day work week, in order expedite construction and meet the project by the required contract date of October 19th, 2018.

In addition to a (7) day work week, Master Construction Co., Inc. is also requesting permission that additional work times outside of the specified working hour parameters be allowed, for water main shutdowns, paving operations, etc. Minimizing the impact to the traveling public and businesses.

Master Construction Co., Inc. is requesting that the above requests be allowed to be made by the City of Fargo Engineering/ Apex Engineering, with the consideration of staffing availabilities, and if work being performed is in the interest of the public or businesses.

Sincerely,

Scott Ahlf
Project Manager

28

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-F1 Type: Infrastructure Request

Location: Madelyn's Meadows Date of Hearing: 4/2/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed a communication from Division Engineer, Brenda Derrig, regarding infrastructure for Madelyn's Meadows First Addition. The project area is currently outside of our city limits; however, the Developer would be submitting an annexation request to City Commission as early as April 23rd.

Engineering staff determined that to meet the needs of the developer we would need to go through the MSA for design. The design would occur prior to the annexation along with the creation of the project. The City would incur costs associated with the design of the project if the annexation does not move forward.

During the PWPEC Committee discussion, the Developer offered to enter into a Developer Agreement for reimbursement if the annexation is not approved.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

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

Memorandum

To: Members of PWPEC

From: Brenda Derrig, Division Engineer

Date: April 2, 2018

Re: Discussion of Utility and Paving Infrastructure for Madelyn's Meadows First Addition

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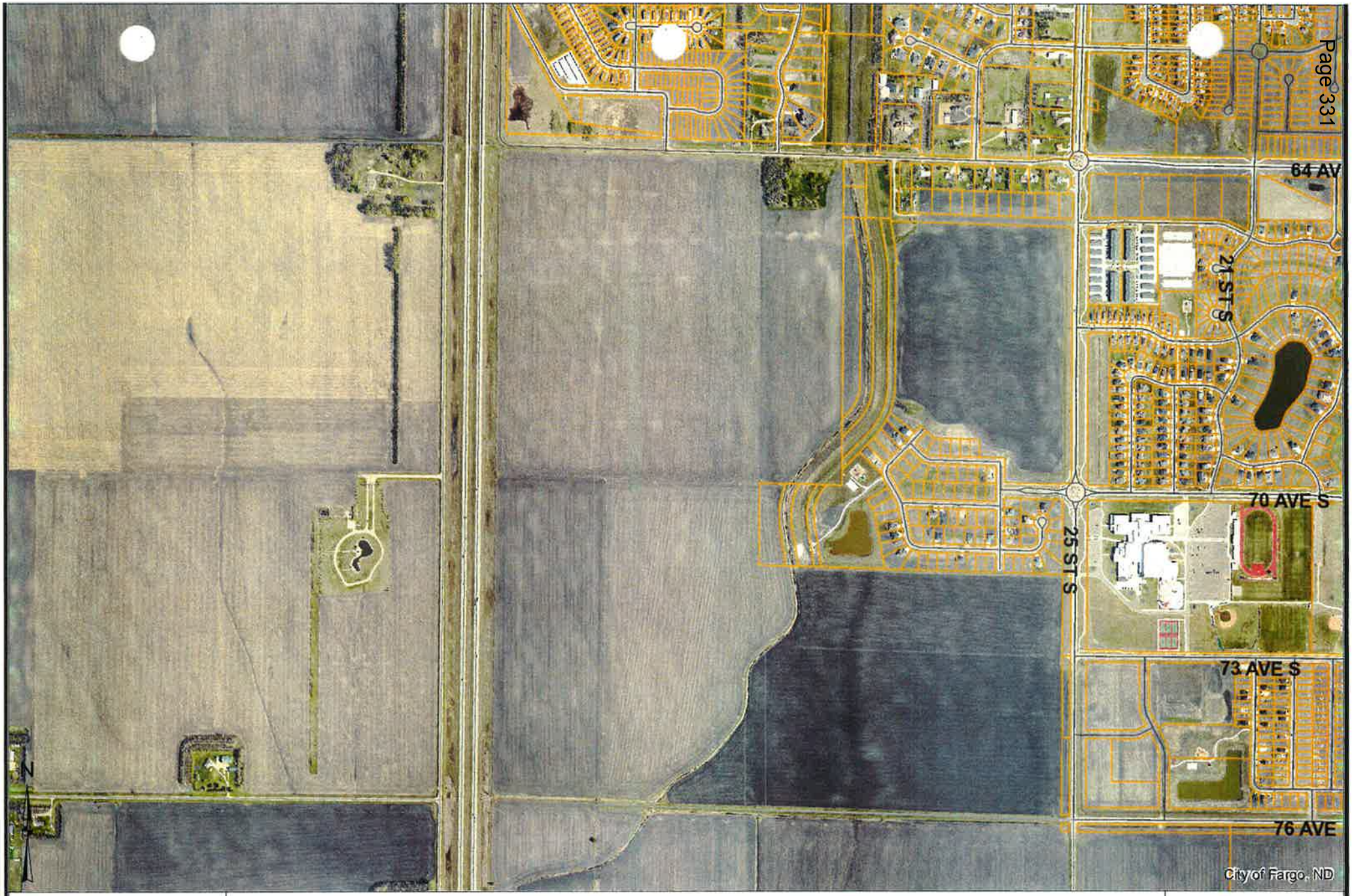
Background:

Staff and Administration met with the Developer of Madelyn's Meadows last week. This project area is currently outside of our city limits as shown on the attachment. The Developer will be moving forward an annexation request that could be on Commission as early as April 23rd. The annexation vote and plat approval would be on the June 18 Commission meeting. The Developer would like to have lot inventory available this fall, which would require us to stray from our standard policy of having the plat approved prior to infrastructure request and design.

The Engineering Department met internally, discussed the request, and determined to meet the needs we would go through the MSA for design. The design would occur prior to annexation along with the creation of the project. If we would move forward, staff's recommendation would be to award the project at the following Commission meeting, which would be July 2nd. This would allow for changes to the bid letting if the annexation is denied or delayed.

There would be costs associated with the design of the project and if the annexation does not move forward, these costs would exist.

I would like to discuss this request, along with issues associated with it.



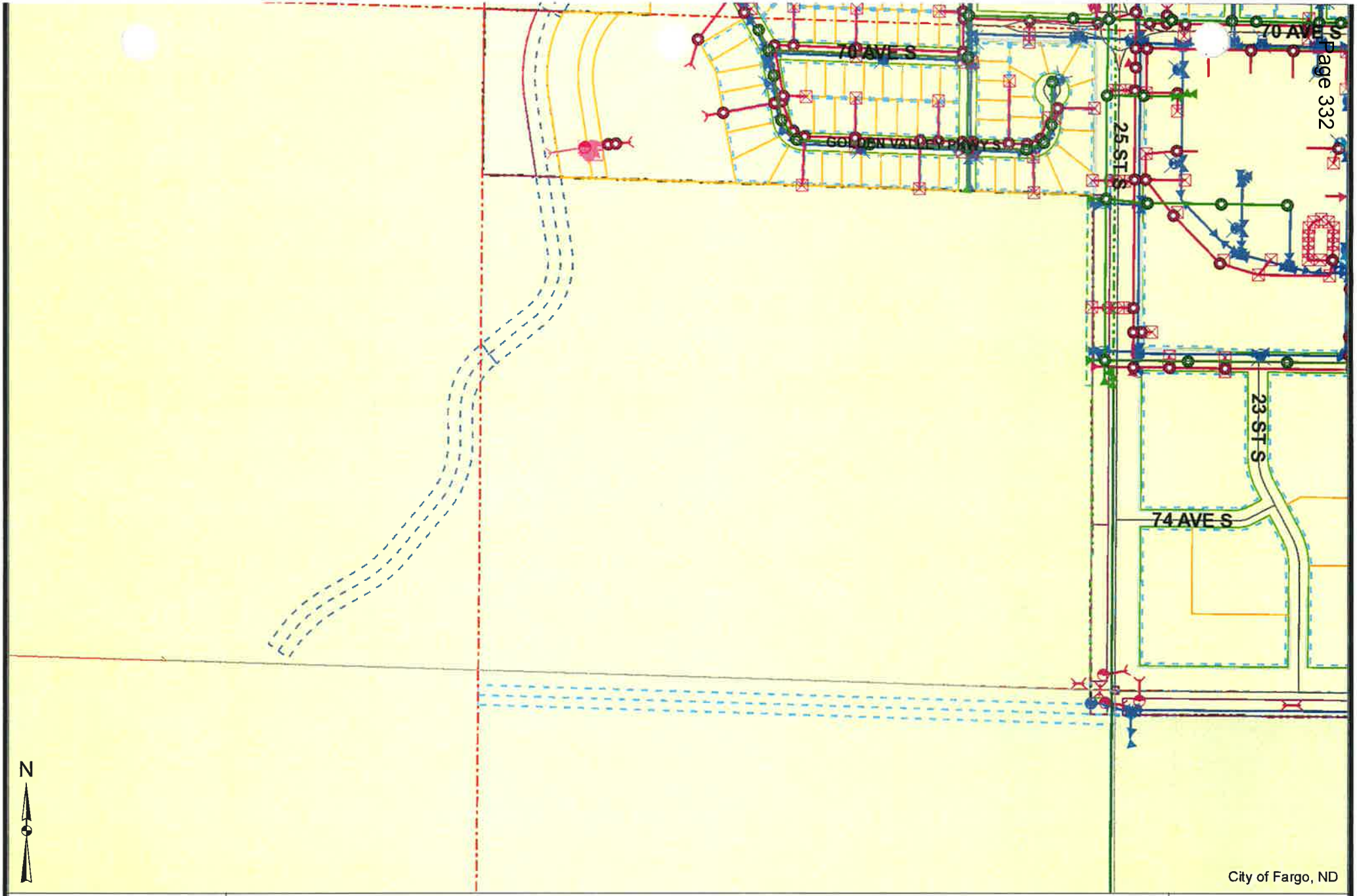
These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

1:18,056

4/2/2018 2:03:18 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo



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

1:9,028

4/2/2018 12:46:14 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo



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

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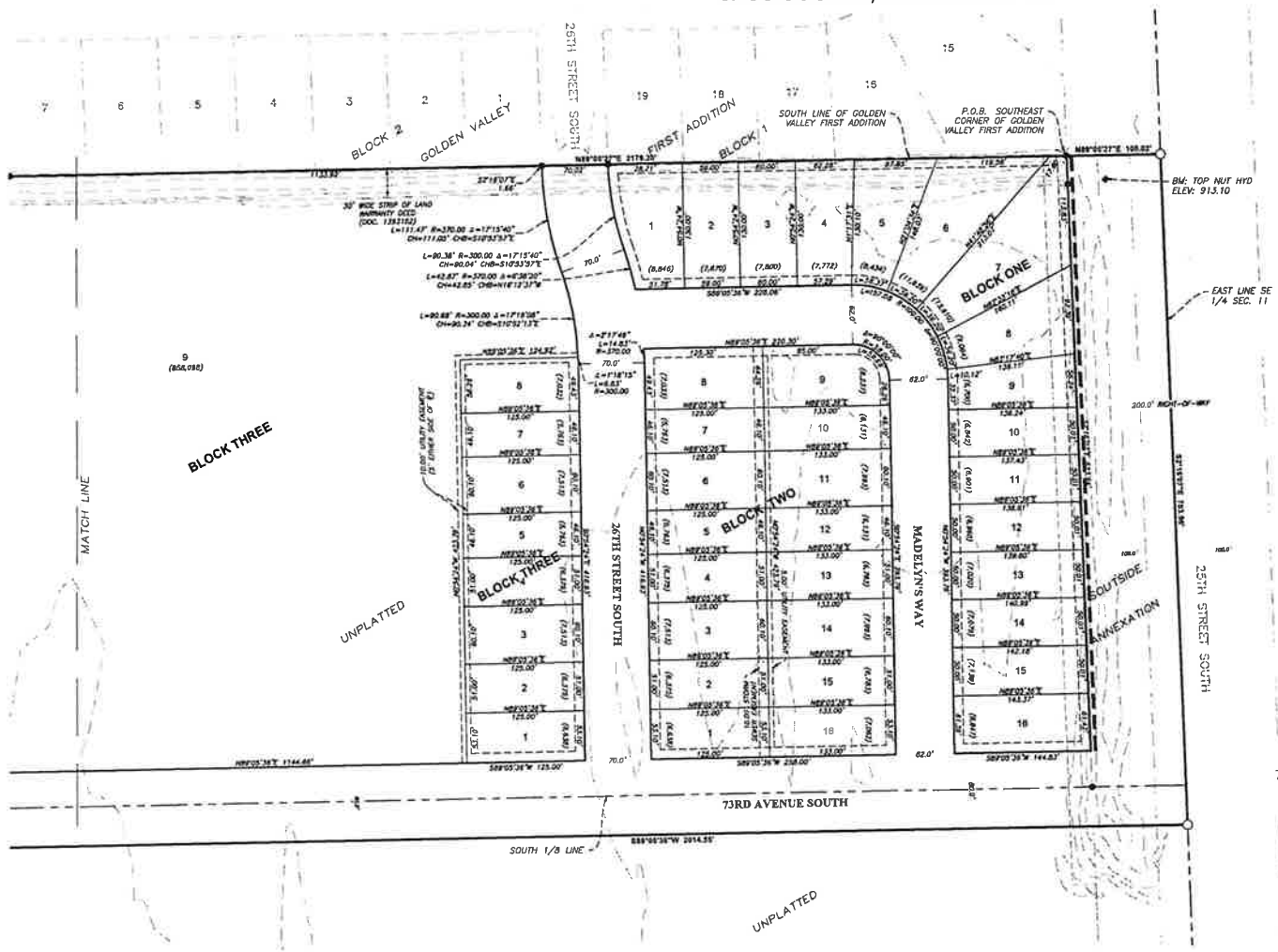
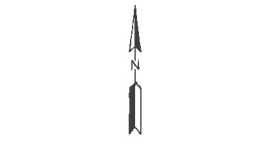
This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo

MADELYN'S MEADOWS FIRST ADDITION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST
TO THE CITY OF FARGO
CASS COUNTY, NORTH DAKOTA





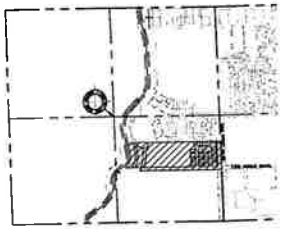
BEARINGS ARE BASED ON THE CITY OF FARGO COORDINATE SYSTEM

LEGEND

- SET 5/8"x18" REBAR W/ YELLOW PLASTIC CAP #3638
- FOUND IRON MONUMENT
- FLAT BOUNDARY
- LOT LINE
- NEW EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT
- RIGHT-OF-WAY LINE
- NEGATIVE ACCESS EASEMENT
- SECTION LINE
- QUARTER LINE
- (6,500) LOT AREAS IN SQ. FT.

NOTES:

1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS AND REAR PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
3. NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF MADELYN MEADOWS FIRST ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
4. PART OF THIS PLAT FALLS IN FLOODPLAIN ZONE 'AE' ACCORDING TO FEMA FIRM MAP 38017C0790C WITH AN EFFECTIVE DATE 1/16/2015. THE BASE FLOOD ELEVATION IN THIS AREA IS 907 (NAVD88) ACCORDING TO FEMA. CONTOUR INFORMATION SHOWN IS DERIVED FROM FIELD SURVEY.

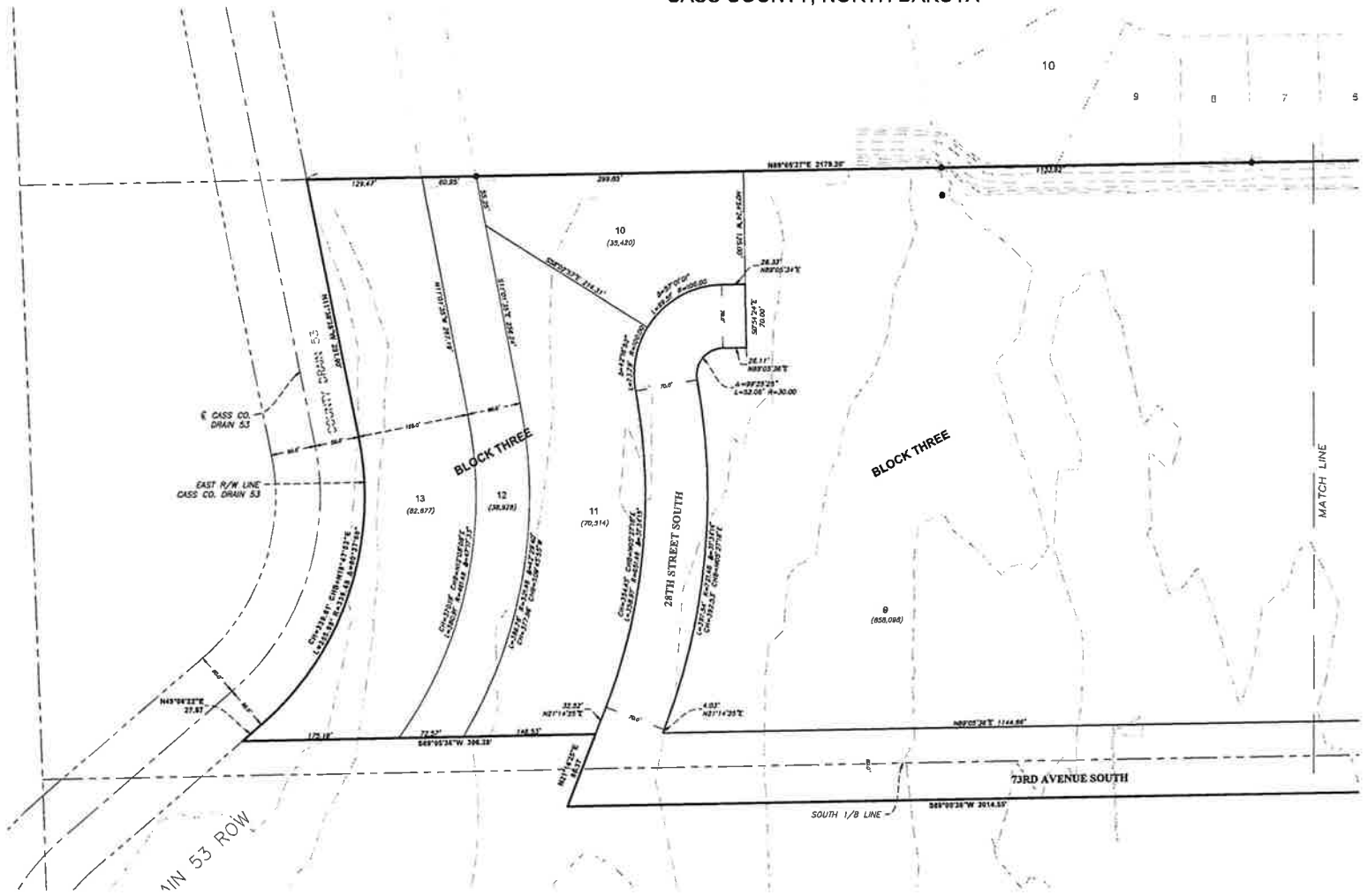


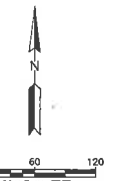
VICINITY MAP
SECTION 11, T.139N, R.49W.
(NO SCALE)

WENCK ASSOCIATES
Responsive partner. Exceptional outcomes.
3303 Fiechtner Drive
Fargo, ND 58103
Ph: 701-297-9600
Fax: 701-297-9601

MADELYN'S MEADOWS FIRST ADDITION

A PART OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH, RANGE 49 WEST
TO THE CITY OF FARGO
CASS COUNTY, NORTH DAKOTA





BEARINGS ARE BASED ON THE CITY OF FARGO COORDINATE SYSTEM

LEGEND

- ○ SET 5/8"x18" REBAR w/ YELLOW PLASTIC CAP #3638
- ● FOUND IRON MONUMENT
- PLAT BOUNDARY
- LOT LINE
- NEW EASEMENT LINE
- EXISTING LOT LINE
- EXISTING EASEMENT
- RIGHT-OF-WAY LINE
- NEGATIVE ACCESS EASEMENT
- SECTION LINE
- QUARTER LINE

(6,500) LOT AREAS IN SQ. FT.

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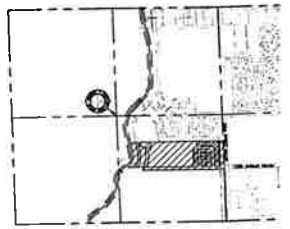
1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
2. UTILITY EASEMENTS ARE 10' WIDE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS AND REAR PROPERTY LINES AS SHOWN UNLESS OTHERWISE NOTED.
3. NEGATIVE ACCESS EASEMENT, AS NOTED ON THE PLAT OF MADELYN MEADOWS FIRST ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.



VICINITY MAP
SECTION 11, T.139N. R.49W.
(NO SCALE)

WENCK ASSOCIATES
Responsive partner. Exceptional outcomes.
3303 Fiechtner Drive
Fargo, ND 58103
Ph: 701-297-9600
Fax: 701-297-9601

montgomery goff & bullis
MGB P.C.
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jim@Bullislaw.com

Kyle G. Pender
kyle@Bullislaw.com

Licensed in North Dakota and Minnesota

April 19th, 2018

Brenda Derrig
City of Fargo Engineering Department
200 North 3rd Street
Fargo, ND 58102

RE: Madelyn's Meadows – Request for Improvements and Protest Waiver
Our File No.: JRB-1930

Dear Brenda:

I am representing Sitka Investments, LLC and EagleRidge Development, LLC. Please consider this letter and the included exhibit as our official request for improvements for the municipal improvements for the second phase of Bison Meadows Second Addition. The attached exhibit shows the proposed improvement locations. We are requesting improvements for the following locations:

- 26th Street South from the current termination on the south side of Golden Valley to 73rd Avenue South
- Madelyn's Way from 72nd Avenue South to 73rd Avenue South
- 72nd Avenue South from Madelyn's Way to 26th Street South
- 73rd Avenue South from 25th Street South to the west property line of Lot 1 Block 3 Madelyn's Meadows Addition
- Storm Sewer improvements within 73rd Avenue South from the west property line of Lot 1 Block 3 Madelyn's Meadows Addition to 30th Street South
- Storm Sewer Improvements within 30th Street South from 73rd Avenue South to the detention pond expansion within Lot 10 Block 3 Madelyn's Meadows Addition.
- Required LOMR work for the serviced lots within Madelyn's Meadows Addition.

In addition to the improvement request, we are hereby waiving our right to protest this project. Thank you.

Sincerely,

James R. Bullis

JRB/kkr
Enclosure

29

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-K1 Type: Infrastructure Request

Location: Fox First Addition Date of Hearing: 4/30/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding an infrastructure request for Fox First 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 Ben Dow, seconded by Kent Costin, 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

Concur with the recommendations of PWPEC and approve the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

Item 2

Memorandum

To: Members of PWPEC

From: Jason Leonard, Civil Engineer II JTL

Date: April 25, 2018

Re: Utility and Paving Infrastructure request for Fox First Addition

---

Background:

Attached you will find a request from Guy Fox requesting infrastructure in Fox First Addition as shown on the attached plat. This request is for the design and construction of all City of Fargo Right of Way within the plat.

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 utilities and paving contingent upon meeting the execution of the Special Assessment Security Agreement and letter of credit and direct Engineering to start design.

FOX UNDERGROUND

April 20, 2018

Re: Fox First Addition – Request for Improvements

Jason,

May I please use this letter as a formal request for improvements for the municipal improvements for the Fox First Addition? I have attached a drawing by Wenck Associates showing the proposed improvements location.

By this letter, we are requesting to waive our right to protest the improvements. We are also requesting that this bid as soon as possible. Thank you for your considerations.

Warm Regard,

Guy Fox
GBF Investments
4900 19th Ave N
Fargo, ND 58102
701.361.1919 cell



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

Fox First Addition

1:4,514

4/25/2018 8:00:11 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

CITY OF Fargo

COVER SHEET
CITY OF FARGO PROJECTS

30-1

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 & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

Improvement District No. BN-18-F

Call For Bids June 18, 2018

Advertise Dates June 25 & July 2, 2018

Bid Opening Date July 11, 2018

Substantial Completion Date October 15, 2018

Final Completion Date November 15, 2018

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 (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A 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-F1 Type: Infrastructure Request

Location: Madelyn's Meadows Date of Hearing: 4/2/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed a communication from Division Engineer, Brenda Derrig, regarding infrastructure for Madelyn's Meadows First Addition. The project area is currently outside of our city limits; however, the Developer would be submitting an annexation request to City Commission as early as April 23rd.

Engineering staff determined that to meet the needs of the developer we would need to go through the MSA for design. The design would occur prior to the annexation along with the creation of the project. The City would incur costs associated with the design of the project if the annexation does not move forward.

During the PWPEC Committee discussion, the Developer offered to enter into a Developer Agreement for reimbursement if the annexation is not approved.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve project creation and use of the MSA for design contingent upon Developer Agreement for reimbursement.

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

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, street lights and incidentals on 72nd Avenue South, 73rd Avenue South, 26th Street South, 30th Street South and Madelyn Way South.

Purpose

This project will allow for development of the land within the Madelyn's Meadows First Addition as requested by the developer.

Feasibility

The estimated cost of construction is $1,892,924.40.

The costs for the improvement district are estimated as follows:

City of Fargo Special Assessed Costs

Estimated Construction Cost:	$	1,666,002.40
Engineering Fees (7%):	$	116,620.17
Legal & Misc Fees (3%):	$	49,980.07
Administration Fees (6%):	$	99,960.14
Interest Fees (4%):	$	66,640.10
Total Estimated Assessed Cost:	**$**	**1,999,202.88**

Cass Rural Water Special Assessment Cost

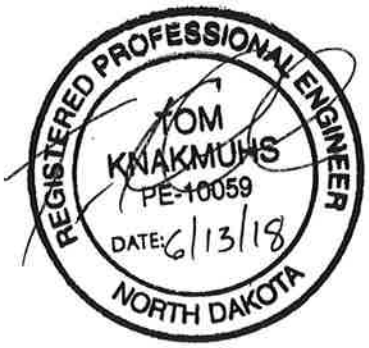
Estimated Construction Cost:	$	226,922.00
Engineering Fees (7%):	$	15,884.54
Legal & Misc Fees (3%):	$	6,807.66
Administration Fees (6%):	$	13,615.32
Interest Fees (4%):	$	9,076.88
Total Estimated Assessed Cost:	**$**	**272,306.40**

Fees

Summary of Fees		
Engineering Fees	$	132.504.71
Outside Engineering Fees	$	38,000.00
Legal & Misc. Fees	$	56,787.73
Administration Fees	$	113,575.46
Interest Fees	$	75,716.98
Total Estimated Fees	**$**	**416,584.88**

Total Estimated Construction Cost with Fees: **$ 2,309,509.28**

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F

LOCATION:

On 72nd Avenue South just south of the southern line of Golden Valley 1st Addition.
On 73rd Avenue South, just west of 25th Street South to Cass County Drain 53.
On 26th Street South between 73rd Avenue South and the southern line of Golden Valley 1st Addition.
On 30th Street South between 72nd Avenue South and 73rd Avenue South.
On Madelyn Way South.

COMPRISING:

Lots 1 through 16, Block 1.

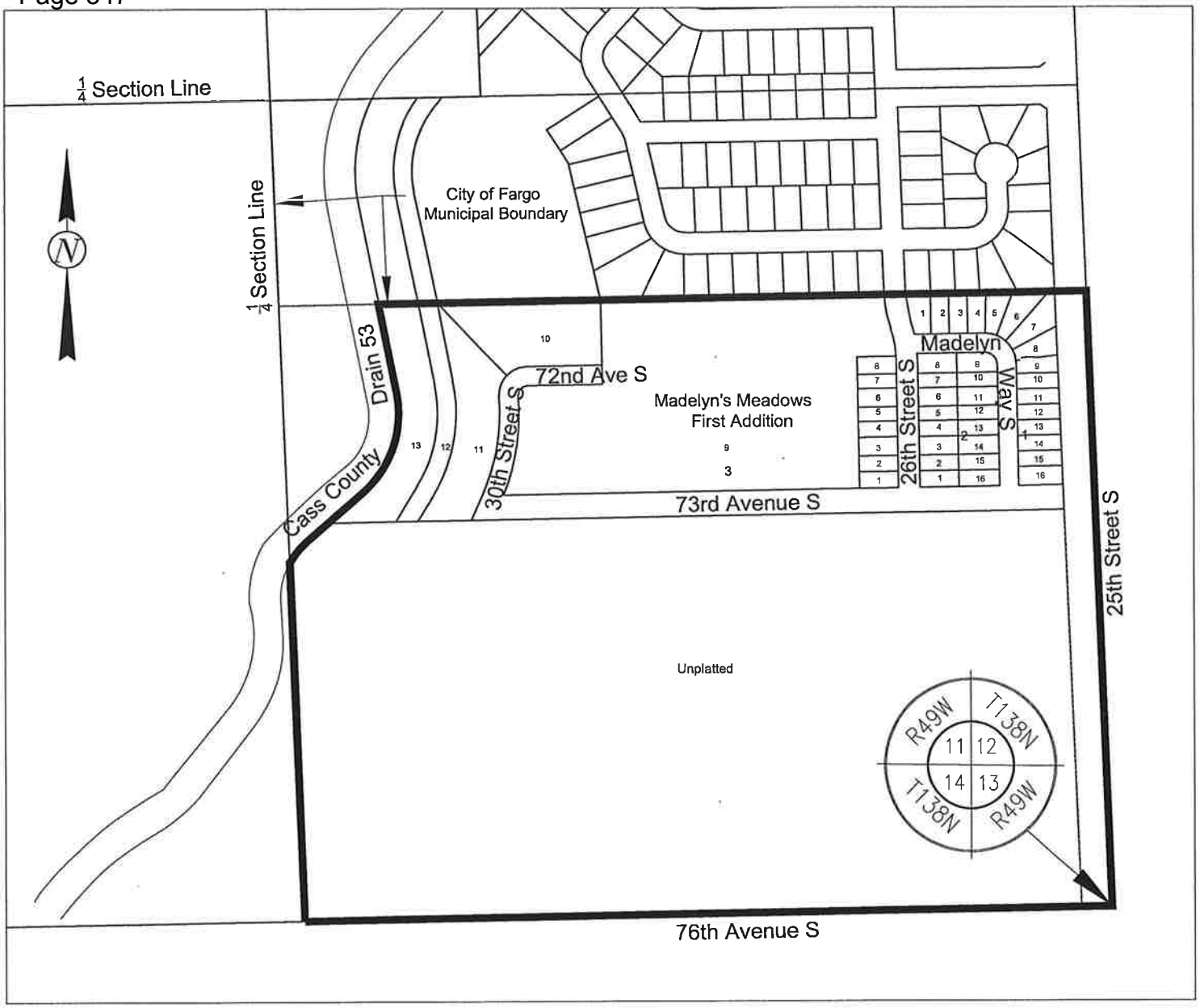
Lots 1 through 18, Block 2.

Lots 1 through 13, Block 3.

All platted in Madelyn's Meadows First Addition.

All of the unplatted land in south east quarter section of T138N R49W Section 11 line east of Cass County Drain 53. A portion of which is to be platted as Madelyn's Meadows First Addition.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F

THE ASSESSMENT DISTRICT ABOVE IS A FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

COVER SHEET
CITY OF FARGO PROJECTS

30-2

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

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

Storm Sewer, PC Concrete Paving, Street Lights & Incidentals

Improvement District No. BN-18-K

Call For Bids June 18, 2018

Advertise Dates June 25 & July 2, 2018

Bid Opening Date July 11, 2018

Substantial Completion Date October 15, 2018

Final Completion Date November 15, 2018

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 (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A 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-K1

Type: Infrastructure Request

Location: Fox First Addition

Date of Hearing: 4/30/2018

Routing	Date
City Commission	6/18/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Project Manager, Jason Leonard, regarding an infrastructure request for Fox First 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 Ben Dow, seconded by Kent Costin, 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

Concur with the recommendations of PWPEC and approve the infrastructure request contingent upon the execution of the Special Assessment Security Agreement and Letter of Credit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

ENGINEER'S REPORT

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K

Nature & Scope

This project is for new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

Purpose

This project will allow for development of the land within the Fox First Addition as requested by the developer.

Feasibility

The estimated cost of construction is $382,704.90.

The costs for the improvement district are estimated as follows:

City of Fargo Special Assessed Costs

Estimated Construction Cost:	$	382,704.90
Engineering Fees (11%):	$	42,097.54
Legal & Misc Fees (3%):	$	11,481.15
Administration Fees (6%):	$	22,962.29
Interest Fees (4%):	$	15,308.20
Total Estimated Assessed Cost:	$	474,554.08

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 6/13/18
NORTH DAKOTA

Thomas Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K

LOCATION:

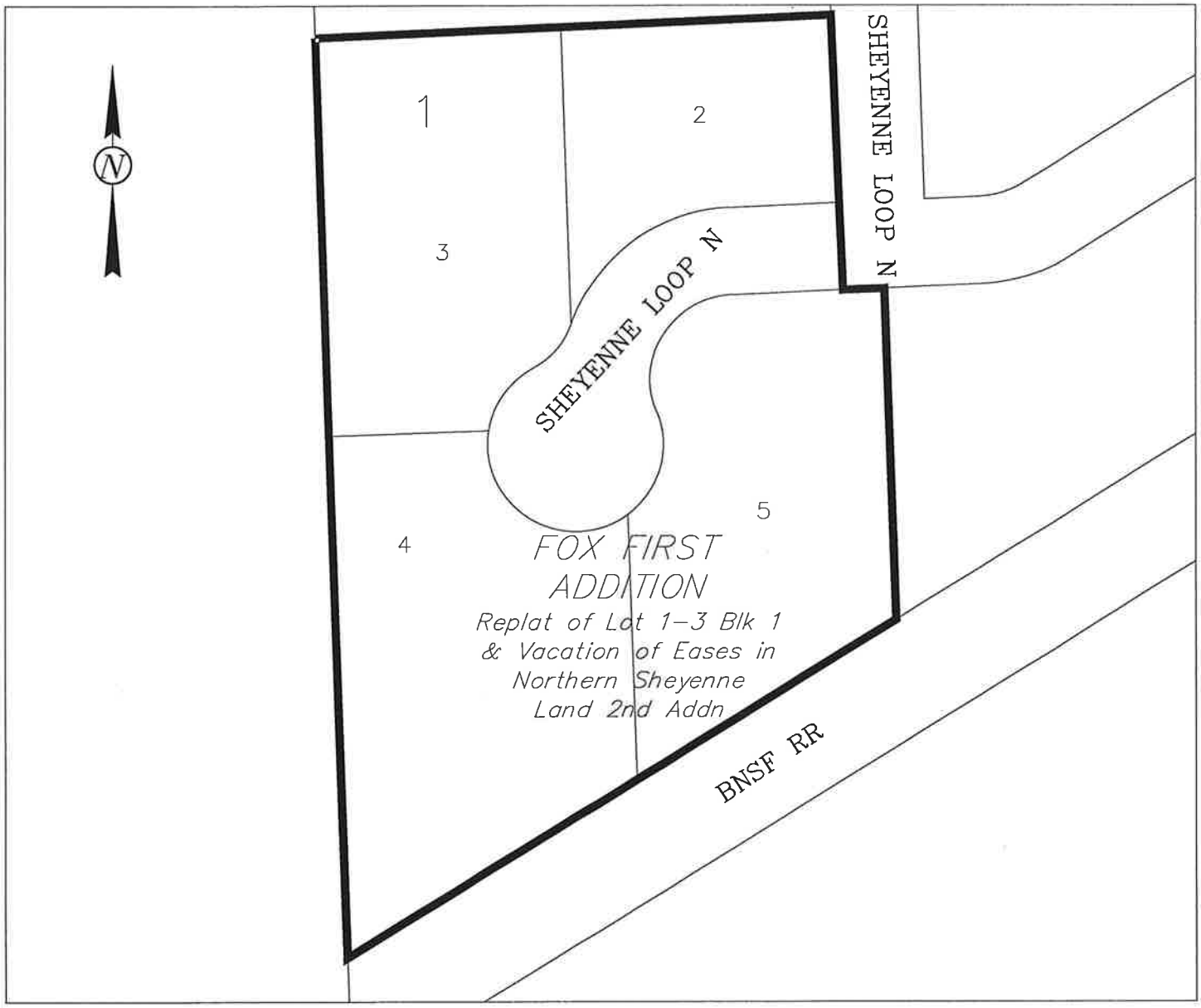
On Sheyenne Loop North, west of north leg of Sheyenne Loop North, just south of 19th Avenue North.

COMPRISING:

Lots 2 through 5, Block 1.

All platted in Fox First Addition.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER, PC CONCRETE PAVING, STREET LIGHTS
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-K