

FARGO CITY COMMISSION AGENDA  
Monday, March 12, 2018 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://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](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 26, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 1st reading of the following Ordinances:
  - a. Amending Section 25-1509, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
  - b. Amending Section 18-0202, of Article 18-02 of Chapter 18 of the Fargo Municipal Code Relating to Public Ways and Places.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Rocking Horse Farm 5th Addition.
- 3. Purchase Agreement for property located at 4021 Copperfield Court South in the amount of \$735,000.00.
- 4. Settlement Agreement and Release with KCB Legacy, LLC.
- 5. Applications for Games of Chance:
  - a. The Outdoor Adventure Foundation for a raffle and raffle board on 3/17/18.
  - b. Fargo Rotary Club for a raffle on 5/23/18.
  - c. NDSU Lions Club raffle on 4/18/18.
  - d. El Zagal Holding Company for a raffle on 4/21/18.
- 6. Tax exemptions for improvements made to buildings:
  - a. Roger L. II and Jessalyn M. Kish, 2491 Lilac Lane North (5 year).
  - b. CKD LLC, 1741 13 1/2 St. S. (5 year).
  - c. Jesse T. and Mykell M. Barnacle, 706 24th Avenue South (5 year).
  - d. Joan K. Justesen, 134 35th Avenue Northeast (5 year).
  - e. Bryan L. and Sandra B. Howard, 3213 Longfellow Road North (5 year).
  - f. Jamie C. and Kristi K. Schreiner, 3024 10th Street North, Unit C15 (5 year).
  - g. Kimberly M. and Kenneth J. Anderson, 714 19th Avenue South (5 year).
  - h. John Shea and Jonna Ganje, 805 15th Street South (5 year).
  - i. Encore Real Estate Solutions LLC, 213 Forest Avenue North (5 year).
  - j. Joan J. Justesen RLT, 134 35th Avenue Northeast (3 year).
- 7. Agreement with Sara Mwangura to provide administration and instruction of Child Care Physical Activity Health Code training.

- Memorandum of Understanding with Essentia Health to develop and implement a community outreach program.
- Appointment of Assistant Planning Director Mark Williams to the Roberts Commons Condominium Board of Managers.
- Authorize the Strategic Planning Director to submit applications for the establishment of Opportunity Zones in the City.
- Acceptance of ND Department of Emergency Services Grant in the amount of \$79,344.00 to purchase Avon C50 Air Purifying Respirator Kits for the Police Department (CFDA# 97.067).
- Bid award to Labor Masters, Heartland Labor, Command Center and People Ready for temporary (day) labor based on workforce availability for the remainder of 2018 at the Landfill, Household Hazardous Waste Facility, various other sites and Clean Up Week (RFP18086).
- Bid award to Sanitation Products, Northern Truck Equipment Corporation and Olympic Sales for rear load containers based on availability for the remainder of 2018 (RFP18085).
- Task Order with Wenck Associates, Inc. to provide consultant engineering services for Project SW18-01.
- Purchase Agreement in the amount of \$150,000.00 for property at 1112 7th Avenue North for Project No. WA1709.
- Change Orders for Project No. WA1301:
  - a. No. 15 for an increase of \$91,395.00 for the general construction contract.
  - b. No. 13 for an increase of \$131,677.54 for the mechanical construction contract.
- Concur with the Public Works Projects Evaluation Committee and approve the 52nd Avenue South street reconstruction design decisions for Project No. MS-17-A0.
- Final Balancing Change Order No. 2 in the amount of \$522.33 for Project No. TM-17-A1.
- Bid award for Project No. TM-18-A1.
- Bid advertisement for Project No. SN-18-B.
- Bills.
- Negative Final Balancing Change Order No. 4 in the amount of \$-46,531.81 for Improvement District No. BN-16-C1.
- Bid award for Improvement District No. AN-17-F1.
- Bid award for Improvement District No. BR-18-C1.

25. Infrastructure request to create Improvement District No. BN-18-J1.

26. Create Improvement District Nos. PR-18-C, BR-18-J, BN-18-J1, PR-18-F, BN-18-E, BR-18-F, BR-18-E and NN-17-A.

**REGULAR AGENDA:**

27. Diversion Project Update.

28. Update from the Greater Fargo-Moorhead Economic Development Corporation.

29. Public Hearings - 5:15 pm:

- a. Timber Creek Seventh Addition (3559, 3571 and 3583 47th Avenue South); approval recommended by the Planning Commission on 1/4/18:
  1. Zoning Change from SR-2, Single-Dwelling Residential to SR-4, Single-Dwelling Residential.
  2. 1st reading of rezoning Ordinance.
  3. Plat of Timber Creek Seventh Addition.
- b. PTP Addition (2856 Brandt Drive South); approval recommended by the Planning Commission on 1/4/18:
  1. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lot 1, Block 1.
  2. 1st reading of rezoning Ordinance.
- c. Grayland First Addition (5565 63rd Street South and 5414 68th Street South); approval recommended by the Planning Commission on 11/7/17:
  1. Zoning Change from AG, Agriculture to SR-2, Single-Dwelling Residential, SR-3, Single-Dwelling Residential and P/I, Public and Institutional.
  2. 1st reading of rezoning Ordinance.
  3. Plat of Grayland First Addition.
- d. Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2018.

30. Application for Abatement or Refund of Taxes #4472 submitted by Patrick Vesey representing Aurora Pines II at the District, LLP for property located at 3500 56th Avenue South.

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](http://www.FargoND.gov/citycommission).

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AN ORDINANCE AMENDING SECTION 25-1509, OF ARTICLE 25-  
15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING  
TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

\* \* \*

- I. ~~No licensee, his~~ Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items, ~~and prepackaged sandwiches, pizza and similar food products which are prepared and packaged off the licensed premises; provided, that~~ This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code, or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited



event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.

\* \* \* \*

Section 2. Penalty.

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

Section 3. Effective Date.

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

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Timothy J. Mahoney, Mayor

Attest:

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Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

1b

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 18-0202, OF ARTICLE 18-  
02 OF CHAPTER 18 OF THE FARGO MUNICIPAL CODE RELATING  
TO PUBLIC WAYS AND PLACES

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 18-0202 of Article 18-02 of Chapter 18 of the Fargo Municipal Code is hereby amended to read as follows:

18-0202. License necessary to construct, reconstruct, and repair sidewalks and driveways.-- No person shall construct, reconstruct, or repair sidewalks or driveways within the city without first procuring a license from the city auditor to engage in such work. To apply for a license to construct, reconstruct or repair sidewalks and driveways in the City of Fargo, the applicant must have a North Dakota general contractor's license, and be in good standing as a licensed contractor.

Section 2. Penalty.

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

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

(2)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN ROCKING HORSE FARM 5<sup>TH</sup> ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Rocking Horse Farm 5<sup>th</sup> Addition to the City of Fargo, Cass County, North Dakota; and,

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

WHEREAS, the rezoning changes were approved by the City Commission on February 26, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Two (2) through Twelve (12) and Fourteen (14) through Twenty-four (24), Block One (1); Lots One (1) through Twelve (12), Block Two (2) and Lots One (1) through Eleven (11), Block Three (3) Rocking Horse Farm 5<sup>th</sup> Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-3", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots One (1), Thirteen (13) and Twenty-five (25), Block One (1) Rocking Horse Farm 5<sup>th</sup> Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, District;

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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

(SEAL)

Attest:

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



(3)

## Office of the City Attorney

City Attorney  
Erik R. JohnsonAssistant City Attorney  
Nancy J. Morris

March 8, 2018

Board of City Commissioners  
City Hall  
200 North Third Street  
Fargo, ND 58102**Re: 4021 Copperfield Court South**

Dear Commissioners:

Presented to you today for your consideration is a Purchase Agreement for the property located at 4021 Copperfield Court South. Negotiations for this property have been ongoing since early 2016. In December 2016, you approved a Resolution of Necessity, authorizing the commencement of an Eminent Domain proceeding due to the parties' inability to reach an agreement. Negotiations continued in conjunction with the legal proceeding. Since that offer was made, the homeowner made a counter offer, prompting a meeting initiated by Mayor Mahoney with the homeowners to explore possible acquisition. A meeting was held with the homeowners on December 19, 2017. This discussion was very productive and resulted in the negotiated Purchase Agreement presented to you for approval, in substantially similar terms yet to be finalized. This negotiated amount takes into account the passage of time and a reasonable adjustment to the appraised value for market conditions, as the appraiser has suggested would be appropriate due to the age of the appraisal. The homeowners were advised that this agreement is contingent on City Commission approval, and is being presented to you on the Mayor's recommendation. This agreement is being presented to you for approval in advance of homeowner execution in an attempt to avoid further litigation expenses, including discovery practice and additional expert witness fees.

**SUGGESTED MOTION:** I move to approve the acquisition of the property located at 4021 Copperfield Court South, Fargo, ND in substantially similar terms to the attached draft Purchase Agreement, such acquisition resulting in the stipulated dismissal of the pending Eminent Domain action.

Please feel free to contact me with any questions or concerns.

Regards,

A handwritten signature in dark ink, appearing to read "Nancy J. Morris", with a checkmark at the end of the signature.  
Nancy J. Morris  
Assistant City Attorney

Encs.



**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between Eric C. and Mary Beth E. Swensen are the identified owners of the property located at 4021 Copperfield Court South in Fargo North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

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

Lot 10, Block 1, Copperfield Addition to the city of Fargo, County of Cass,  
State of North Dakota.

(Address of said property is 4021 Copperfield Court South, Fargo, North Dakota)

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

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

**WHEREAS**, this Agreement will resolve Case No.09-2017-CV-00325, wherein the city of Fargo commenced an eminent domain action to secure possession of the property identified herein.

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

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

2.     Purchase Price. The purchase price for the Property is Seven Hundred Thirty Five Thousand Dollars (\$735,000), which sum includes relocation expenses, moving expenses and reasonable attorney's fees.

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

4.     Salvage. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined, if any. City shall provide a cost for each item, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.

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

those that will be handled at closing).

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

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, which date shall be no later than thirty (30) days after the later of the date of this agreement or the date an updated abstract of title has been provided by Seller to Buyer; provided, however, that should additional time be needed to remove any objections to Seller's title, the parties will, in good faith, agree upon a later closing date. Unless additional time is needed for the removal of an objection to title, in no event shall closing take place any later than September 30, 2018. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, \$1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the \$1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

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

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

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

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



DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

SELLER:

\_\_\_\_\_  
Eric C. Swensen

\_\_\_\_\_  
Mary Beth E. Swensen

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

BUYER:

CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

**OCCUPANCY AGREEMENT**

**THIS AGREEMENT**, made by and between Eric C. and Mary Beth E. Swensen, hereinafter "Seller", whether one or more, hereinafter "Occupant" of property located at 4021 Copperfield Court South, Fargo, North Dakota, hereinafter "Premises", and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City", as the Owner of said property,

1. City agrees to allow Occupant to remain in the Premises until **September 30, 2018**. Occupant shall remit to City rent in the amount of \$1,000 per month, commencing the first of the month following closing of the purchase of the Premises by the City. Delinquent rental payments may be deducted from the amount retained at closing.

2. In no event shall Occupant remain in possession of the Premises later than September 30, 2018, unless such occupancy is extended by the parties in writing. Notwithstanding the possession date contained in this agreement, Occupant agrees to allow City to enter the Premises for purposes of inspection and mitigation. Occupant further agrees that in the event of a flood emergency, as determined by the officers of the City, the City may order the Premises, including all personal property located therein, vacated immediately.

3. **Occupant shall furnish to the City a copy of a tenant's policy of insurance insuring against liability in at least the principal sum of \$500,000 per occurrence.** City shall be named as an additional insured on said policy. In addition, Occupant agrees to indemnify and hold City harmless from any and all claims, demands or causes of action that may be asserted as a result of Occupant's continued occupancy of the Premises. Occupant shall pay all utilities to the premises until they vacate the property.

4. Occupant is occupying the premises "as is". Accordingly, City shall not be responsible for any repairs of any kind. If the Premises should become uninhabitable, Occupant's sole remedy is to vacate the Premises. Notice must be immediately provided to City upon vacation.

5. Occupant recognizes that there may be a problem with security on homes being purchased under the City's flood buyout program. Occupant agrees that City will not be responsible for security or protection of the occupied premises.

6. Occupant shall notify the City five (5) days prior to vacating the Premises. Vacation prior to the end of the term shall not result in a refund of rental amounts paid by Occupant (rent shall not be pro-rated). Occupant shall schedule a walkthrough with the City Engineer's office at the time of vacation of the property.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Eric C. Swensen

\_\_\_\_\_  
Mary Beth Swensen

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

THE CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor



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Office of the City Attorney

City Attorney  
Erik R. Johnson

Assistant City Attorney  
Nancy J. Morris

March 7, 2018

Board of City Commissioners  
City Hall  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

**RE: KCB Legacy, LLC Settlement Agreement and Release**

Dear Commissioners:

Presented to you for consideration today is a Settlement Agreement and Release, which represents extensive negotiations over an extended period of time. This agreement represents the culmination of the Quick Take action authorized pursuant to a Resolution of Necessity dated January 30, 2017, for property located on 32<sup>nd</sup> Avenue South required for the road expansion substantially completed last summer. The court granted immediate possession of the easements on the defendant's property, and scheduled the matter for trial on the issue of damages. Defendant objected to the necessity of the taking and amount of damages, and further, defendant sought an amendment to the Land Development Code as a result of the potential technical nonconformity of the property following the nature of the taking. This Commission approved an LDC amendment.

The parties have exchanged numerous drawings regarding landscaping, irrigation, paving, utilities, and "as-built" plans and specifications. This agreement resolves all claims, and defendant waives any challenge to the necessity of the taking for the project, and further releases any and all claims relative to the easements granted herein.

**SUGGESTED MOTION:** I move to approve the Settlement Agreement and Release, and authorize the Mayor to execute the same, resulting in dismissal of the pending eminent domain action.

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".

Nancy J. Morris



**GARAAS LAW FIRM**

ATTORNEYS AT LAW  
DeMores Office Park  
1314 23rd Street South  
Fargo, North Dakota 58103

Jonathan T. Garaas  
David Garaas

February 27, 2018

Telephone  
Area Code 701  
293-7211

**RECEIVED**  
BY \_\_\_\_\_ DATE 2-28-18

Ms. Jane L. Dynes  
Serkland Law Firm  
P.O. Box 6017  
10 Roberts Street  
Fargo, North Dakota 58108-6017  
either hand-delivered to messenger or mailed

**RE: KCB Legacy, LLC & City of Fargo litigation**

Dear Ms. Dynes:

I am enclosing the following:

1. Original signed Settlement Agreement and Release;
2. Photocopy of #1;
3. Original signed Permanent Easement; and
4. Original signed Easement (Temporary Construction Easement). Please do not record.

Please secure necessary signatures so as to accomplish closing; please return #2 with your clients' signature(s) so that I have the equivalent of an original for our files.

This letter and enclosures may be delivered to your messenger, or it will be mailed on this date if not earlier picked up.

If you have any questions concerning this matter, please feel free to contact me at any time.

Very truly yours,

  
Jonathan T. Garaas

JTG:j  
cc: KCB Legacy

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Settlement Agreement") is made and entered into, by and between:

<b>Plaintiff and City Releasees, defined as: ("City of Fargo")</b>	<b>The City of Fargo, and its past, present and future elected officials, attorneys, officers, agents, employees, servants, subsidiaries, affiliates, representatives, insurers, predecessors, assigns and successors in interest</b>
<b>Defendant, defined as: ("KCB Legacy")</b>	<b>KCB Legacy, LLC, and its owners, attorneys, officers, agents, employees, servants, subsidiaries, affiliates, representatives, insurers, predecessors, assigns and successors in interest</b>

**RECITALS**

- A. The City of Fargo commenced an Eminent Domain action to acquire necessary easements for the widening of 32nd Avenue South in Fargo, North Dakota, placement of utilities and the creation of a shared use path by Complaint dated February 6, 2017, in Cass County, North Dakota, Civil No. 09-2017-CV-00328. The City of Fargo later served an Amended Complaint dated April 28, 2017 (filed on May 12, 2017). In its Amended Complaint, the City of Fargo withdrew its claim for a permanent easement (Utility) (Parcel 15-3).
- B. The City of Fargo deposited Twenty-Six Thousand Four Hundred Sixty Dollars and 90/100 Dollars (\$26,460.90) with the Court on February 2, 2017 for the purchase of the easements.
- C. KCB Legacy, LLC is a Montana limited liability company. No other persons, firms, corporations, or partnerships have any ownership interest or claim of rights to govern or share in the profits of KCB Legacy.
- D. KCB owns property from which a permanent easement and a temporary construction easement were required for construction. The KCB Legacy property at issue with regard to the easements is situated in Cass County, North Dakota. The easements, collectively referred to herein as "Subject Property" are legally described as follows:

**PERMANENT STREET/UTILITY EASEMENT (Parcel 15-1):**

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for

a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1590 square feet, more or less. (See, Exhibit A)

**TEMPORARY CONSTRUCTION EASEMENT (Parcel 15-2):**

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8161 square feet, more or less. (See, Exhibit B)

- E. The Defendant KCB Legacy answered the Complaint and the Amended Complaint denying its allegations and asserting Counterclaims.
- F. The Court granted immediate possession of the easements, described in paragraph (C) above, to the City of Fargo by Order dated February 27, 2017.
- G. The parties desire to enter into this Settlement Agreement and Release in order to provide for the resolution of disputed claims.
- H. It is the intent of this Settlement Agreement and Release to encompass the Plaintiff, City of Fargo and City Releasees, and the Defendant as defined above.

## **AGREEMENT**

The parties agree as follows:

### **1.0 Release and Discharge**

In exchange for the payments described in Section 3 herein and the itemized work to be completed in 2018 described in Section 2 herein, KCB Legacy agrees as follows:

- 1.1** In consideration of the payments set forth herein, KCB Legacy hereby releases and forever discharges the City of Fargo and its Releasees from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, based on any theory of recovery related to the Subject Property or the remainder of KCB Legacy's property, including all claims which KCB Legacy brought, could have brought, now has, or which otherwise relate to the Subject Property, including without limitation any and all known and unknown claims which resulted or may result from the alleged acts or omissions of the City of Fargo Releasees, regarding sign or irrigation disruptions, well as any and all future claims which may be alleged to arise from construction as it relates to the Subject Property or the remainder of the KCB Legacy property. KCB Legacy and its owners further agree to waive any and all such future claims and release and discharge the Released Parties regarding the same.

KCB Legacy and its owners further agree to forever waive, on behalf of themselves and any subsequent owners, any and all claims for possible severance damages to the remainder of the KCB Legacy property, apart from the easements described in Paragraph (C) herein and attached as Exhibit A and Exhibit B hereto.

- 1.2** This release and discharge shall also apply to the City of Fargo Releasees' insurers, past, present and future officers, elected officials, directors, attorneys, agents, servants, representatives, employees, administrators and other fiduciaries, subsidiaries, predecessors and successors, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
- 1.3** This release shall be a fully binding and complete settlement between and among KCB Legacy and the City of Fargo Releasees, and their insurers, heirs, assigns and successors.
- 1.4** This is a general release. KCB Legacy expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which they do not know or suspect exist regarding the claims and real property described in the above listed recitals, including any obligation for further damages, attorneys' fees and costs. KCB Legacy further agrees that it has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed by the parties that this settlement is a



compromise of disputed claims and the payments and agreements herein are not to be construed as an admission of liability on the part of either party, by whom liability is expressly denied.

- 1.5 KCB Legacy waives the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

## **2.0 Completion of Work**

The City of Fargo agrees as follows:

- 2.1 The City will pay to replace those sections of the subject property's irrigation system in locations disturbed by the project on the west side of the property south of the southern driveway, along the south side of the property and on the east side of the property between the new shared-use path and the building. KCB Legacy will provide an irrigation contractor's estimate for the City to review in 2018.
- 2.2 The City will provide landscaping as shown on the design attached as Exhibit 1. The City will replace boulevard trees on the west side of the property as shown on the design attached as Exhibit 2.
- 2.3 The City will install brown bark mulch in the southwestern, southern and southeastern planting areas in the Spring of 2018.
- 2.4 "As built" plans of the Grading Layout (Pavement) and Grading Layout (Utilities) are attached hereto as Exhibit 3 and Exhibit 4.
- 2.5 The City of Fargo agrees to remove the two electrical conduits on the exterior of the building that were installed in the Fall of 2017 and bring the electrical into the building below grade/ground level. An "as built" plan of the electrical pedestal locations is attached hereto as Exhibit 5. The City of Fargo will remove and replace the bricks/mortar damaged by the installation of the two electrical conduits to pre-construction condition, to the extent possible.
- 2.6 The City shall complete the work described in Section 2.0 of this Settlement Agreement and Release by June 1, 2018, weather permitting.

## **3.0 Purchase of Subject Property Easements**

KCB Legacy shall grant and convey the Easements to the City on the terms and conditions set forth herein upon execution of this document.

- 3.1 **Purchase Price for Subject Property Easements.** The purchase price for the easements described in Paragraph (C) and the waiver of all future severance

damages to the remainder of the KCB Legacy Property will be Thirty Thousand and no/100 Dollars (\$30,000.00), all of which is to be paid upon the execution and return of the Easements in the forms attached hereto as Exhibit A and Exhibit B.

**3.2 Liens and Encumbrances.** The subject easements shall be conveyed to City of Fargo free and clear of all liens and encumbrances except special assessments, and subject, however, to all easements or covenants of record, if any.

**3.3 Closing Date and Possession.** Closing of this transaction shall take place as soon as possible after execution of this document. Possession of the Easements occurred by Order on February 27, 2017.

**3.4 Easements.** Buyer wishes to take title as follows: "City of Fargo, a North Dakota municipal corporation." Conveyance of the subject property shall be by easements in the forms attached hereto as Exhibit A and Exhibit B.

**3.5 Closing Costs.** The City of Fargo will pay the costs of recording the permanent easement. The temporary construction easement shall not be recorded. Any other closing costs will be borne by the City of Fargo.

#### **4.0 Ordinance 5105 Amending Section 20-1005 of Article 20-10 of Chapter 20 of the Fargo Land Development Code**

An amendment to the Fargo Land Development Code was published on August 14, 2017 which states:

When a conveyance of land to a federal, state or local government for a public purpose results in the creation of nonconformity to Article 20-04, Article 20-05 or Article 20-07 of the Land Development Code, such nonconformity shall not be deemed to be a violation of the Land Development Code. Such nonconformity shall be deemed to be in compliance with the Land Development Code until such time that subsequent development activity will trigger Land Development Code provisions as applicable at the time of such activity.

The Parties hereto specifically agree that, absent the Amendment to Section 20-1005 of the Land Development Code, the present use of the KCB Legacy property may have been in technical nonconformity with other Land Development Code provisions as a result of the February 27, 2017 Taking Order. The City of Fargo agrees that the 2017 amended language of Land Development Code 20-1005 will apply to KCB Legacy's property as of the February 27, 2017 Taking Order. The City of Fargo specifically agrees that it will not require KCB Legacy, in light of its present use of the property, to make changes to its property to bring it into conformity with other Land Development Code provisions as a result of the Taking Order. The City of Fargo accepts any noncompliance of the subject property which occurred as a result of the Taking Order and will not require changes because of the taking herein. Should the use of the property change in the future, other Land Development Code provisions may apply and require modification.

**5.0 Attorneys' Fees**

The City of Fargo shall pay the sum of Twenty Thousand and no/100 Dollars (\$20,000.00) to KCB Legacy for its attorney fees incurred in this action and all related issues regarding resolution of this matter.

**6.0 Representation of Comprehension of Document**

By entering into this Settlement Agreement and Release, KCB Legacy represents that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement and Release; that the terms of this Settlement Agreement and Release have been completely read and explained to KCB Legacy by their attorneys; and that the terms of this Settlement Agreement and Release are fully understood and voluntarily accepted by its owners.

**7.0 Warranty of Capacity to Execute Agreement**

KCB Legacy represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement and Release, except as otherwise set forth herein; that KCB Legacy and its representatives have the sole right and exclusive authority to execute this Settlement Agreement and Release and receive the sums specified in it; and that KCB Legacy has not sold, assigned, transferred, conveyed or otherwise disposed of any of the real property, claims, demands, obligations or causes of action referred to in this Settlement Agreement and Release.

**8.0 Governing Law**

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

**9.0 Additional Documents and Information**

All parties agree to cooperate fully and to provide any information and execute any and all supplementary documents, tax documents, W-9's and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement and Release, including, but not limited to executing a deed or deeds and executing a Stipulation for Dismissal, to be filed with the Court, which specifies the money deposited with the Court, and increases thereto, if any, shall be returned to the City of Fargo.

**10.0 Entire Agreement and Successors in Interest**

This Settlement Agreement and Release contains the entire agreement between KCB Legacy and its owners and the City of Fargo, the City Releasees, and their insurers with regard to the matters set forth in it, other than the easement recorded pursuant hereto and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

**11.0 Effectiveness**

This Settlement Agreement and Release shall become effective upon execution of this document. Each party shall execute this Settlement Agreement and Release. One original document must be signed by both parties and notarized accordingly. Digital and photocopied reproductions of a party's dated signature on the line below shall be ineffective. The original Settlement Agreement and Release shall contain KCB Legacy's original signatures as well as City of Fargo's original signatures. A fully executed copy will be provided to KCB Legacy.

**THIS IS A RELEASE. READ BEFORE SIGNING**

**PLAINTIFF / CITY RELEASEES**

**CITY OF FARGO,  
A North Dakota municipal corporation**

Date: \_\_\_\_\_

\_\_\_\_\_  
Dr. 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**, known to me to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and who executed the within and foregoing instrument, and who acknowledged to me that said municipal corporation executed the same.

[ SEAL ]

\_\_\_\_\_  
Notary Public

**DEFENDANT**

**KCB LEGACY, LLC,  
a Montana limited liability company**

Date: 2-27-18

Mary D. Bogan  
By: MARY D. BOGAR  
It's manager

STATE OF NORTH DAKOTA  
COUNTY OF CASS ) ss.  
)

On this 27<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared MARY D BOGAR, MANAGER, of **KCB LEGACY, LLC**, a Montana limited liability company, known to me to be the person described herein and who executed the within and foregoing instrument and who acknowledged to me that said company executed the same.

[SEAL] JONATHAN T. GARAAS  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 28, 2021

[Signature]  
Notary Public

**EXHIBIT A**

**Permanent Street/Utility Easement  
(Parcel 15-1)**

**PERMANENT EASEMENT**  
**(Street and Utility)**

**KNOW ALL MEN BY THESE PRESENTS** that **KCB LEGACY, LLC**, a Montana limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1,590 square feet, more or less.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this 27 day of Feb., 2018.

(Signatures on the following page)



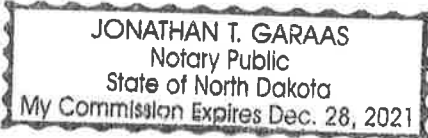
GRANTOR:

**KCB Legacy, LLC**

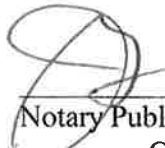
Mary D. Bogar  
By: MARY D. BOGAR  
Its: manager

STATE OF NORTH DAKOTA )  
COUNTY OF CASS ) ss.

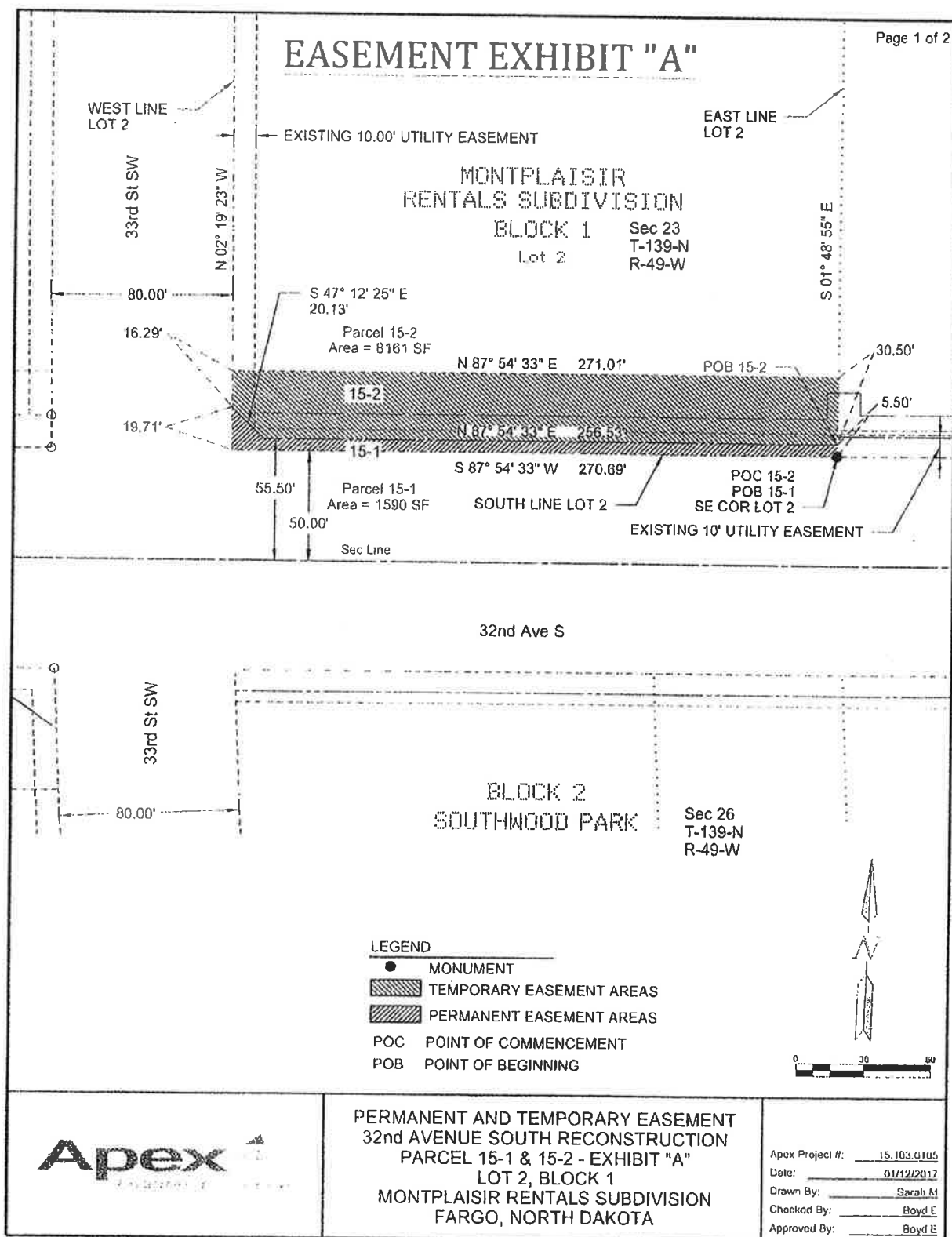
On this 27<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared MARY D. BOGAR, to me known to be the MANAGER of **KCB Legacy, LLC**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)   
JONATHAN T. GARAAS  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 28, 2021

The legal description was prepared by:  
Apex Engineering Group  
4733 Amber Valley Parkway S  
Fargo, ND 58104  
(701) 373-7980

  
Notary Public  
County, \_\_\_\_\_

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



## EASEMENT EXHIBIT "A"

### Parcel 15-1

#### Permanent Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1590 square feet, more or less.


### Parcel 15-2

#### Temporary Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8161 square feet, more or less.



PERMANENT AND TEMPORARY EASEMENT  
32nd AVENUE SOUTH RECONSTRUCTION  
PARCEL 15-1 & 15-2 - EXHIBIT "A"  
LOT 2, BLOCK 1  
MONTPLAISIR RENTALS SUBDIVISION  
FARGO, NORTH DAKOTA

Apex Project #: 15.103.0105  
Date: 01/12/2017  
Drawn By: Sarah M  
Checked By: Boyd E  
Approved By: Boyd E

**EXHIBIT B**

**Temporary Construction Easement  
(Parcel 15-2)**

**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **KCB LEGACY, LLC**, a Montana limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8,161 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on November 30, 2017, whichever occurs later.

**IN WITNESS WHEREOF**, Grantor set its hand and caused this instrument to be executed this 27 day of Feb., 2018.

(Signatures on the following page)

GRANTOR:

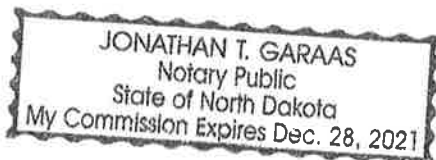
**KCB Legacy, LLC**

Mary D. Bogar  
By: MARY D. BOGAR  
Its: Manager

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

On this 27<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared MARY D. BOGAR, to me known to be the MANAGER of **KCB Legacy, LLC**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

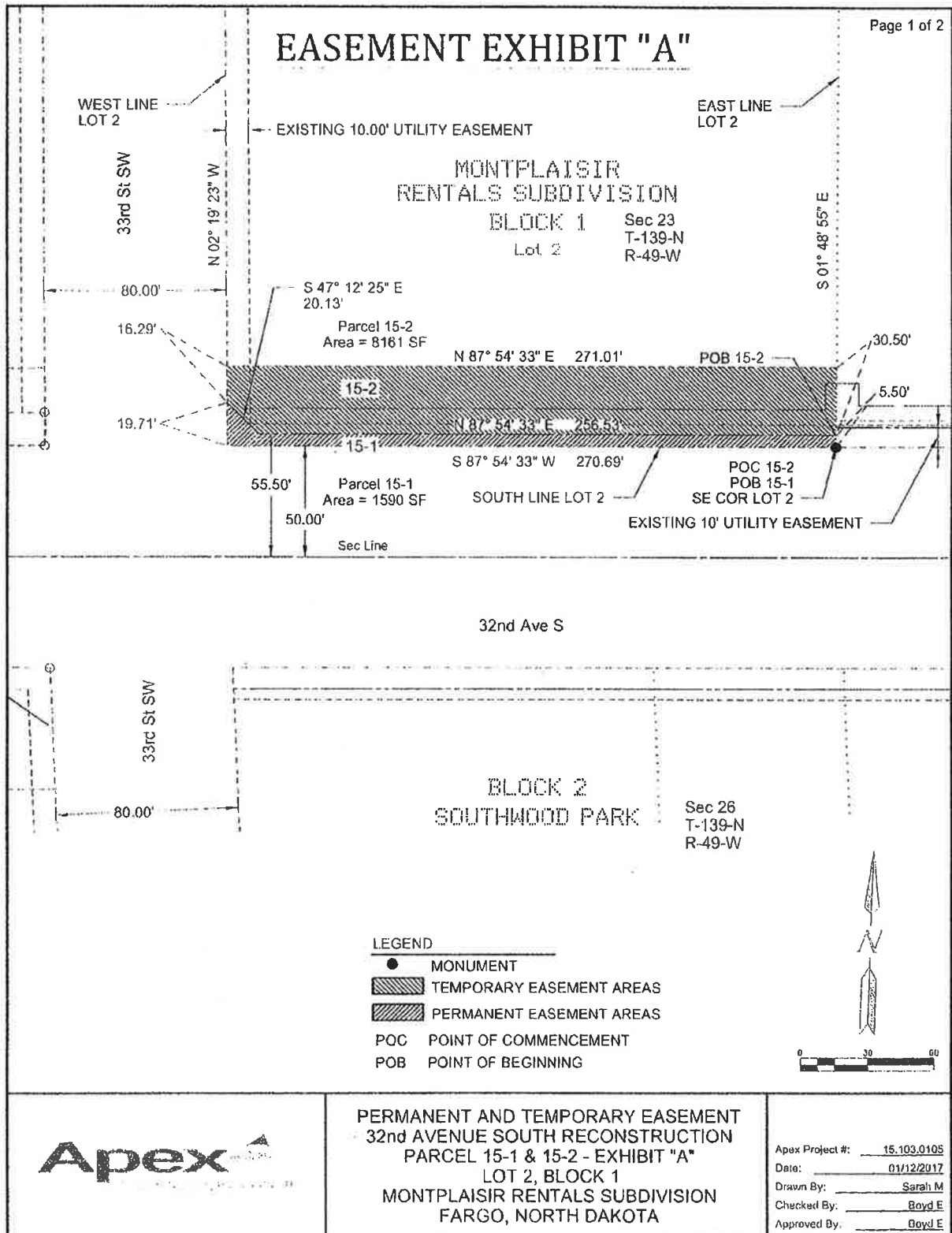
(SEAL)



[Signature]  
Notary Public  
County, \_\_\_\_\_

The legal description was prepared by:  
Apex Engineering Group  
4733 Amber Valley Parkway S  
Fargo, ND 58104  
(701) 373-7980

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901





# EASEMENT EXHIBIT "A"

Page 2 of 2

## Parcel 15-1

### Permanent Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1590 square feet, more or less.

## Parcel 15-2

### Temporary Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8161 square feet, more or less.



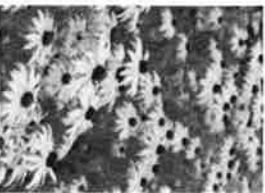
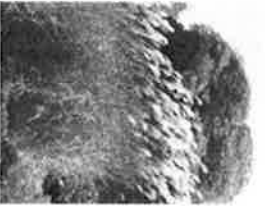
PERMANENT AND TEMPORARY EASEMENT  
32nd AVENUE SOUTH RECONSTRUCTION  
PARCEL 15-1 & 15-2 - EXHIBIT "A"  
LOT 2, BLOCK 1  
MONTPLAISIR RENTALS SUBDIVISION  
FARGO, NORTH DAKOTA

Apex Project #: 15.103.0105  
Date: 01/12/2017  
Drawn By: Sarah M  
Checked By: Boyd E  
Approved By: Boyd E

**EXHIBIT 1**

**Landscape Plan 10-5-17**

# PLANT LIST



AUTUMN BLAZE FLAMINGO DAPPLED  
MAPLE x 8

WILLOW x 6

PURPLE SILVER  
GRASS x 28

OVERDAM FEATHER  
REED GRASS x 28

GOLDSTRUM  
BLACK-EYED SUSAN

ORNAMENTAL GRASSES  
CONTINUING ALONG BUILDING  
PERIMETER



REMOVE AND  
REPLACE DYING  
BLVD TREES W/  
AUTUMN BLAZE  
MAPLE

EXISTING SIGNAGE

REPLACE 6x DEAD TREE ALONG  
SIDEWALK W/ AUTUMN BLAZE  
MAPLE. RECOMMENDED

SANFORD HEALTHCARE ACCESSORIES

BROWN BARK MULCH IN  
PLANTING BEADS

N  
I

L1

SANFORD HEALTH  
ACCESSORIES

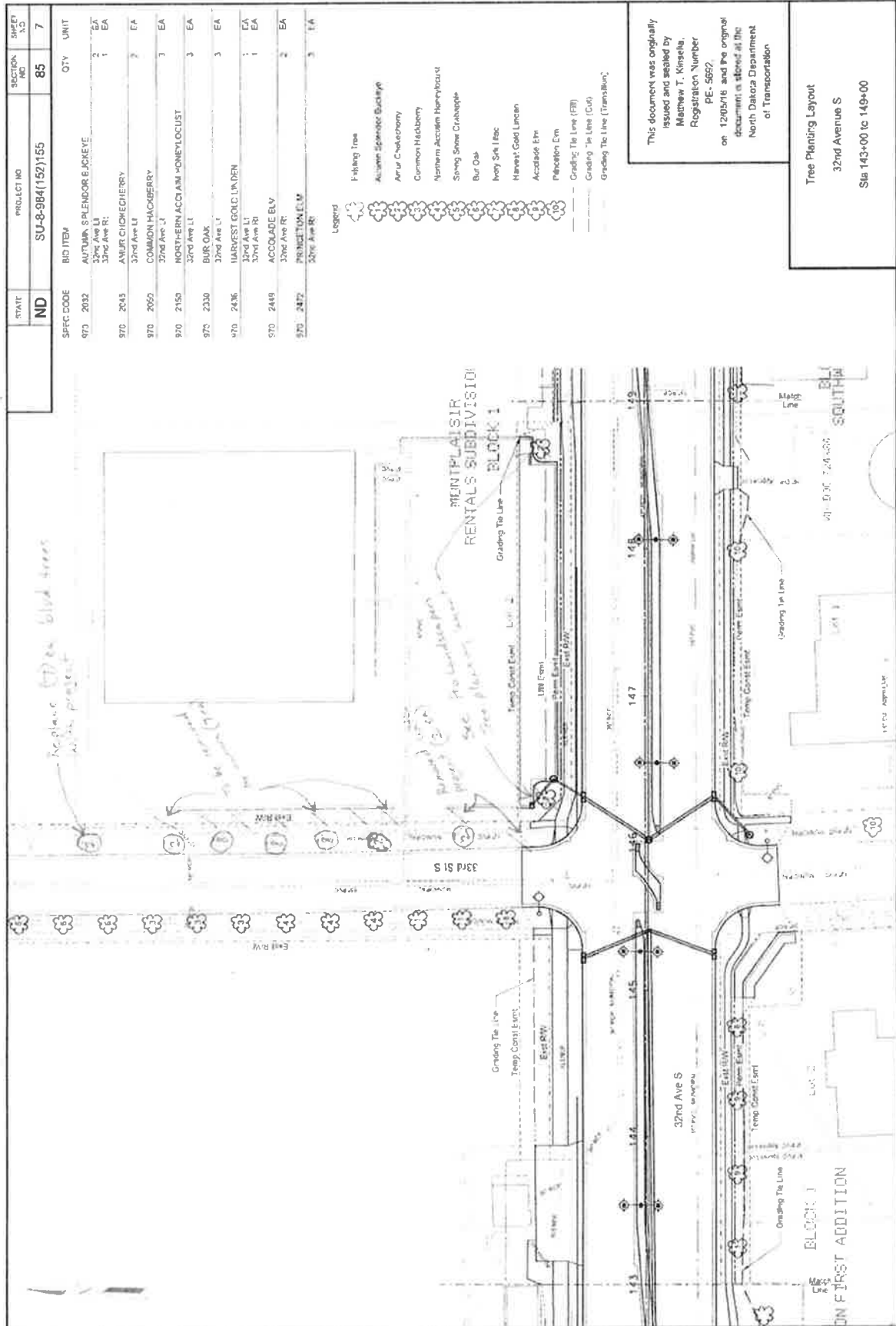
10/5/17

10/5/17

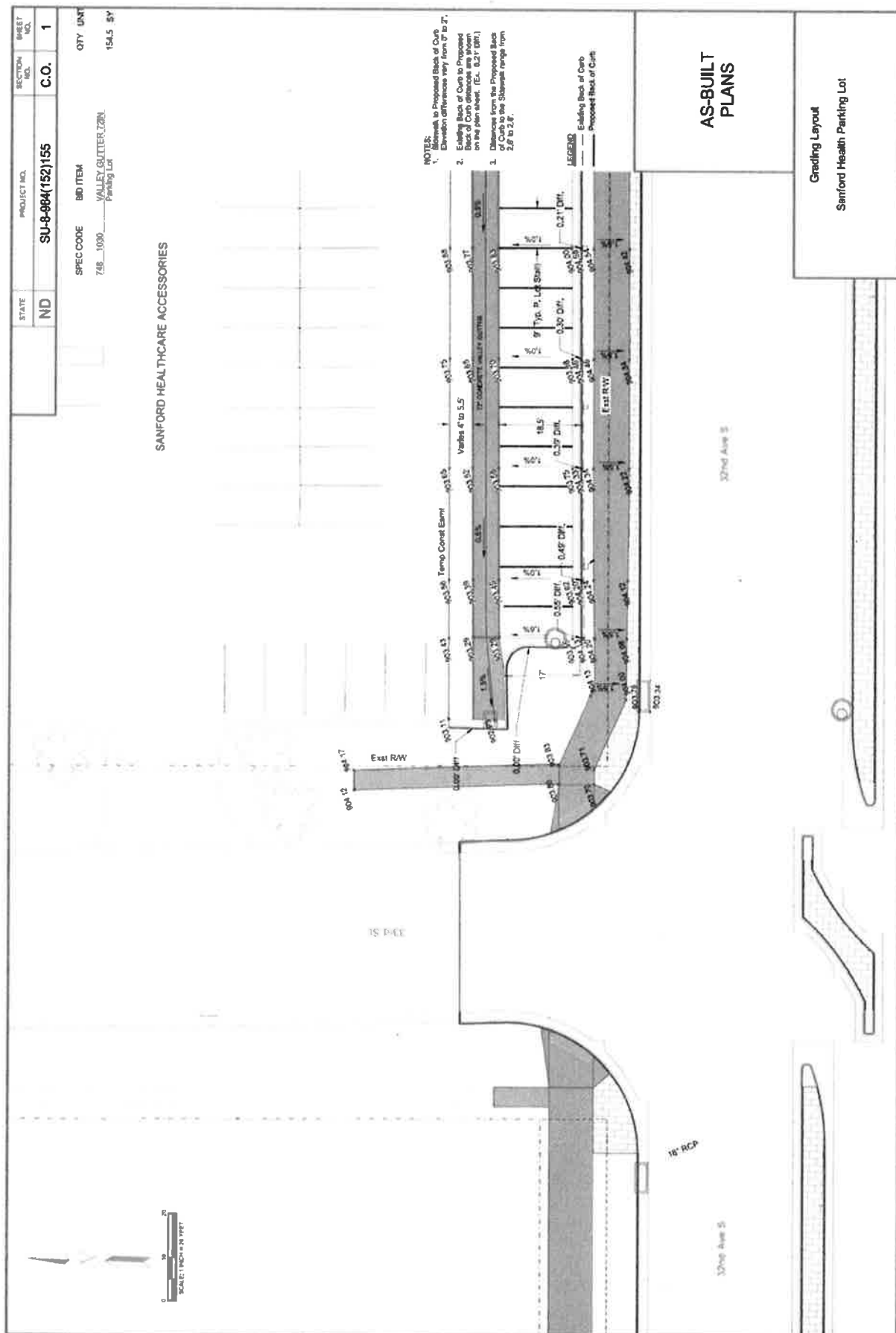
This is a PRO LANDSCAPERS LLC. trademark which is  
protected by trademark. Any use, modification, reproduction, or  
derivative work of the logo is a violation of the United States  
Federal Copyright Act.

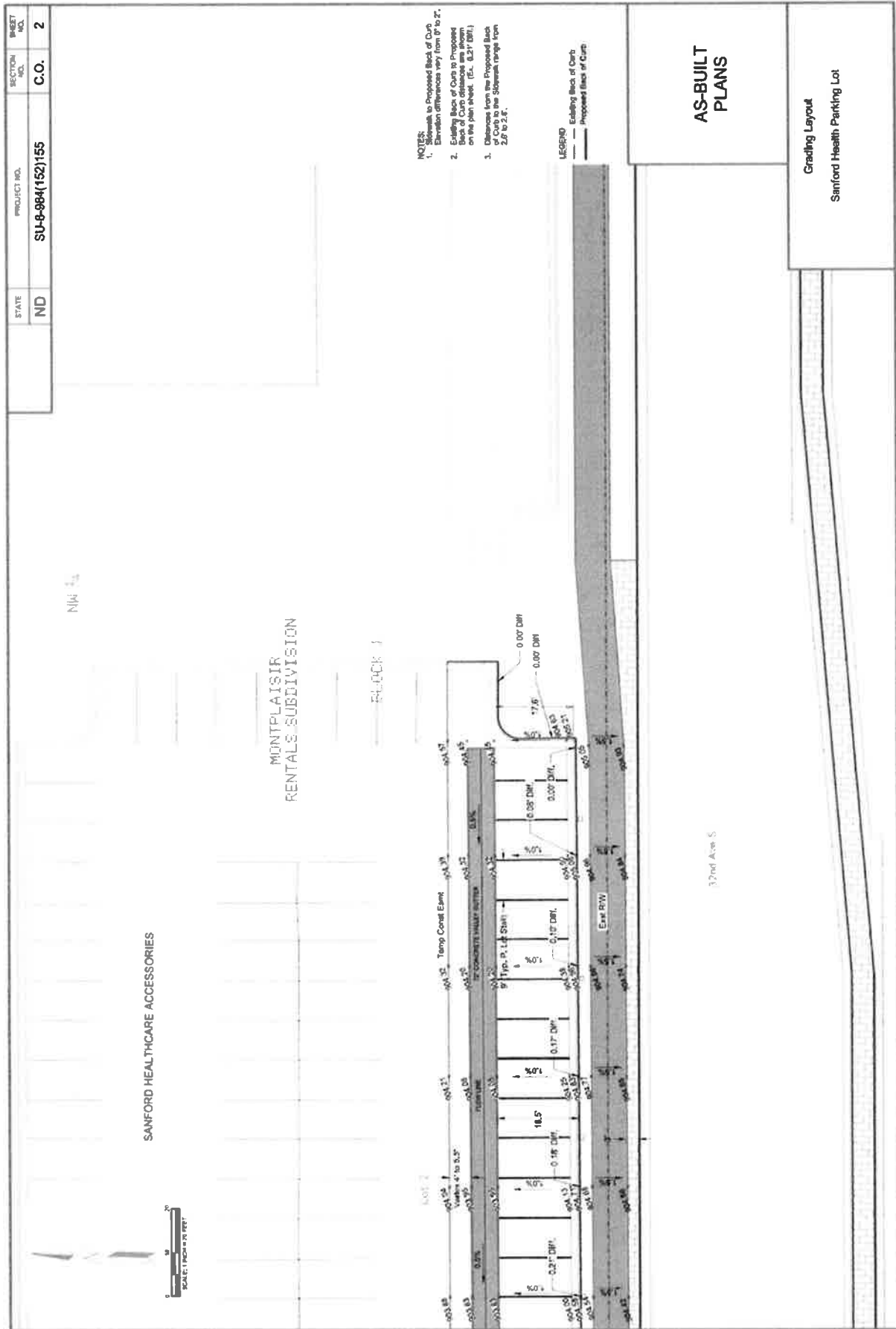
Pro Landscapers  
LLC

**EXHIBIT 2**  
**Tree Planting Layout**



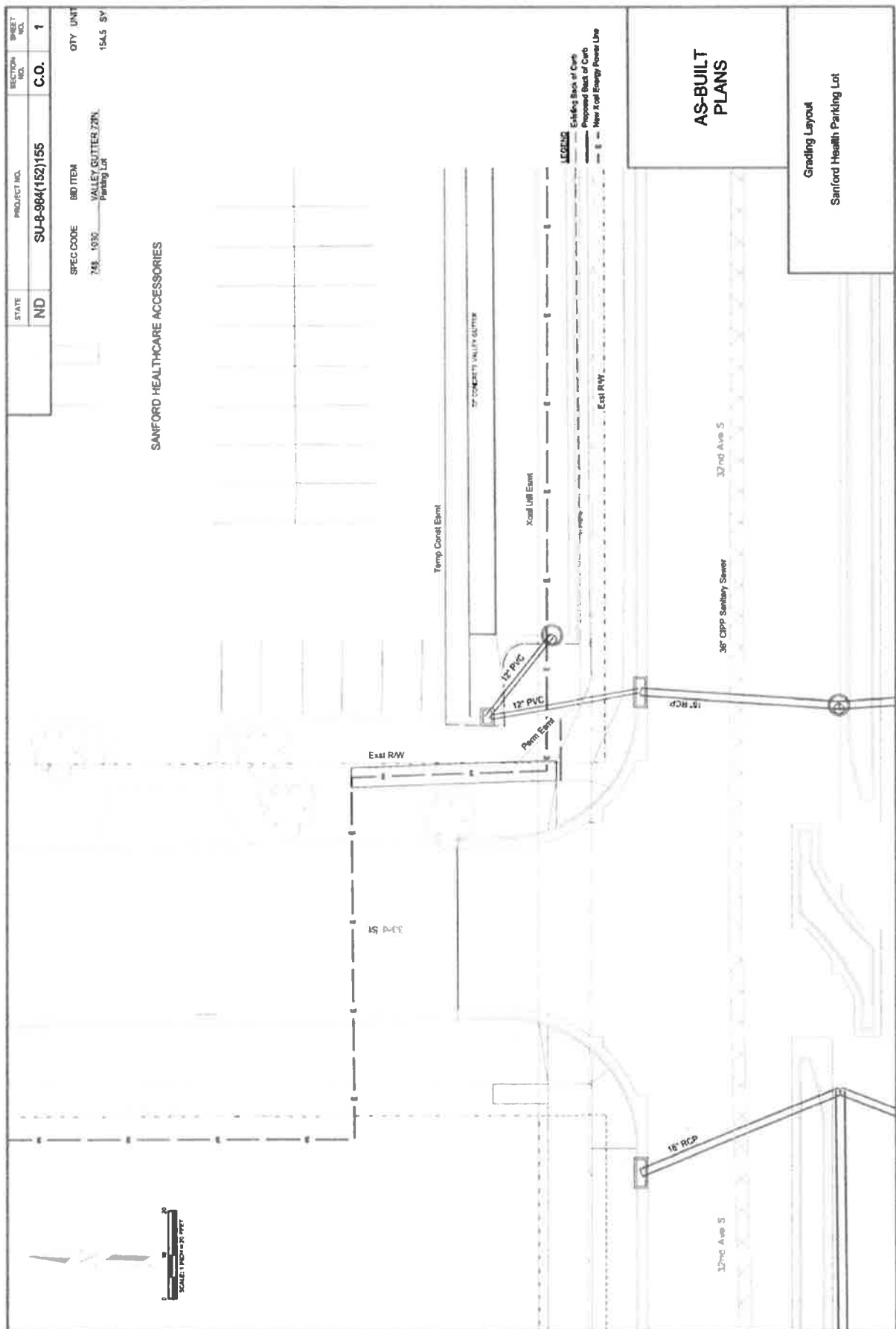
**EXHIBIT 3**  
**Grading Layout - Pavement**

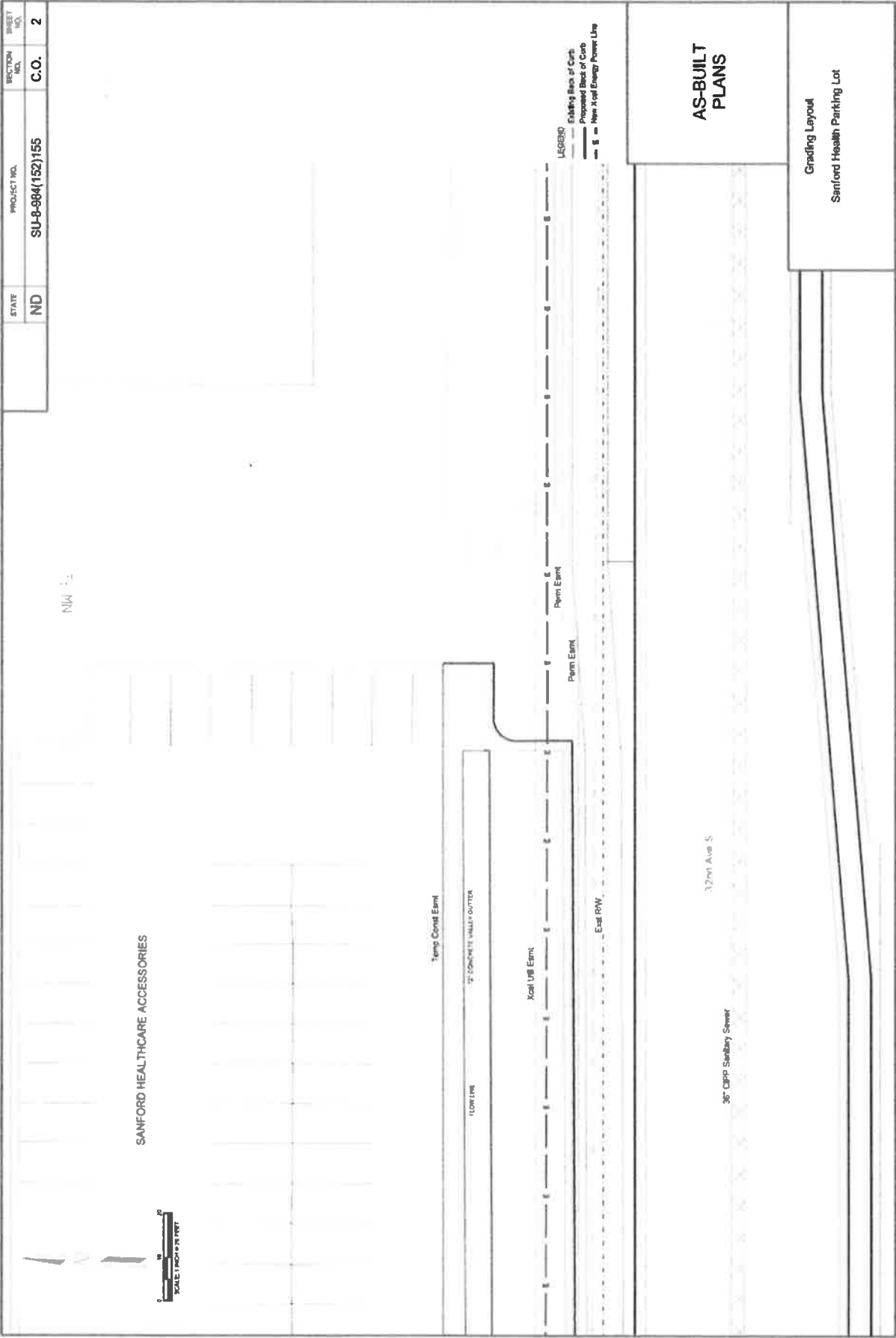




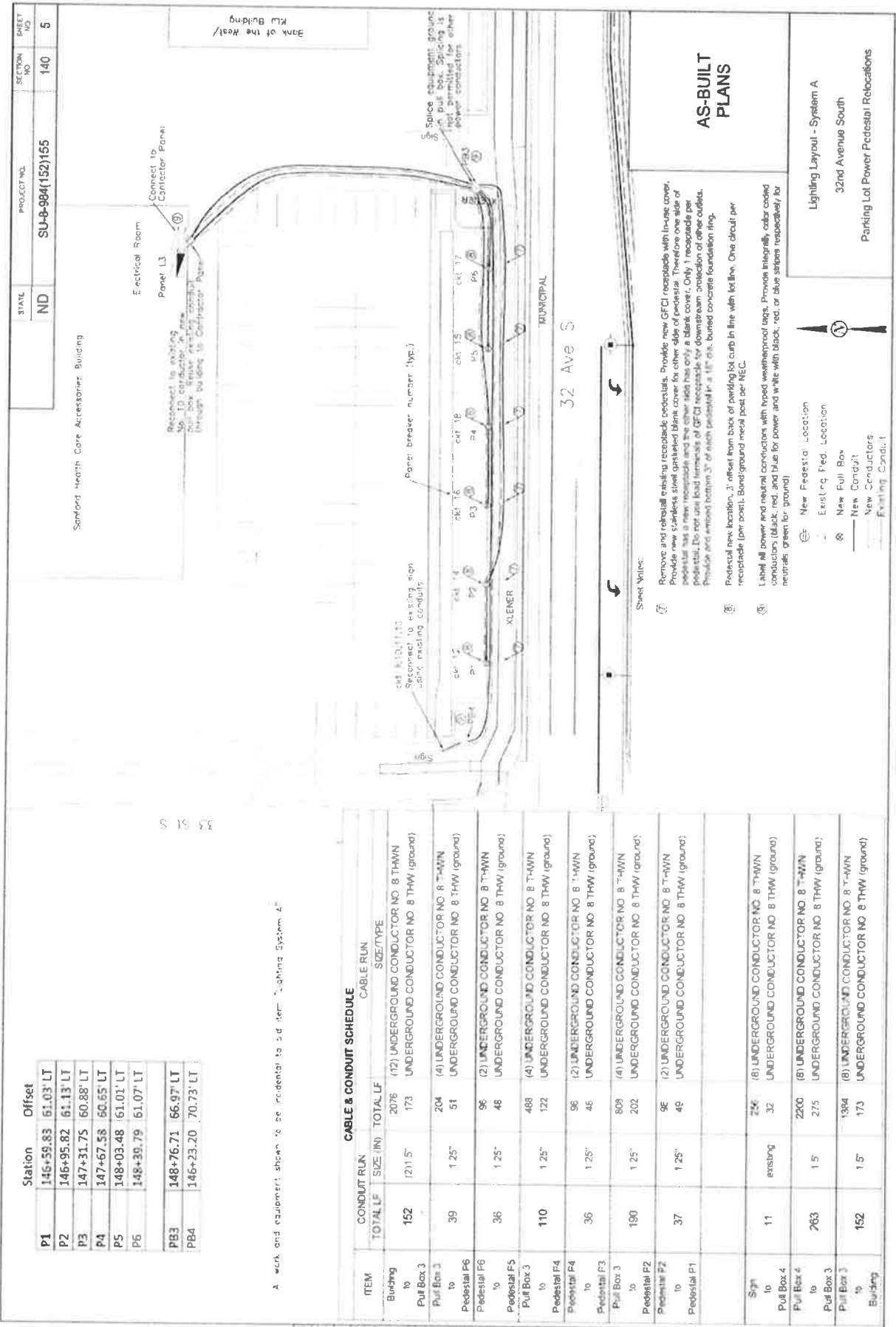


**EXHIBIT 4**  
**Grading Layout - Utilities**





**EXHIBIT 5**  
**Electrical Pedestal Locations**



**PERMANENT EASEMENT**  
**(Street and Utility)**

**KNOW ALL MEN BY THESE PRESENTS** that **KCB LEGACY, LLC**, a Montana limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1,590 square feet, more or less.

Said parcel is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

**IN WITNESS WHEREOF**, Grantor has set its hand and caused this instrument to be executed this 27<sup>th</sup> day of FEBRUARY, 2018.

(Signatures on the following page)

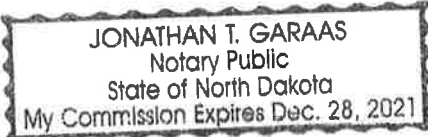
GRANTOR:


**KCB Legacy, LLC**

Mary D. Bogar  
By: MARY D. BOGAR  
Its: manager

STATE OF NORTH DAKOTA )  
COUNTY OF CASS ) ss.

On this 27<sup>th</sup> day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared MARY D. BOGAR, to me known to be the MANAGER of **KCB Legacy, LLC**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

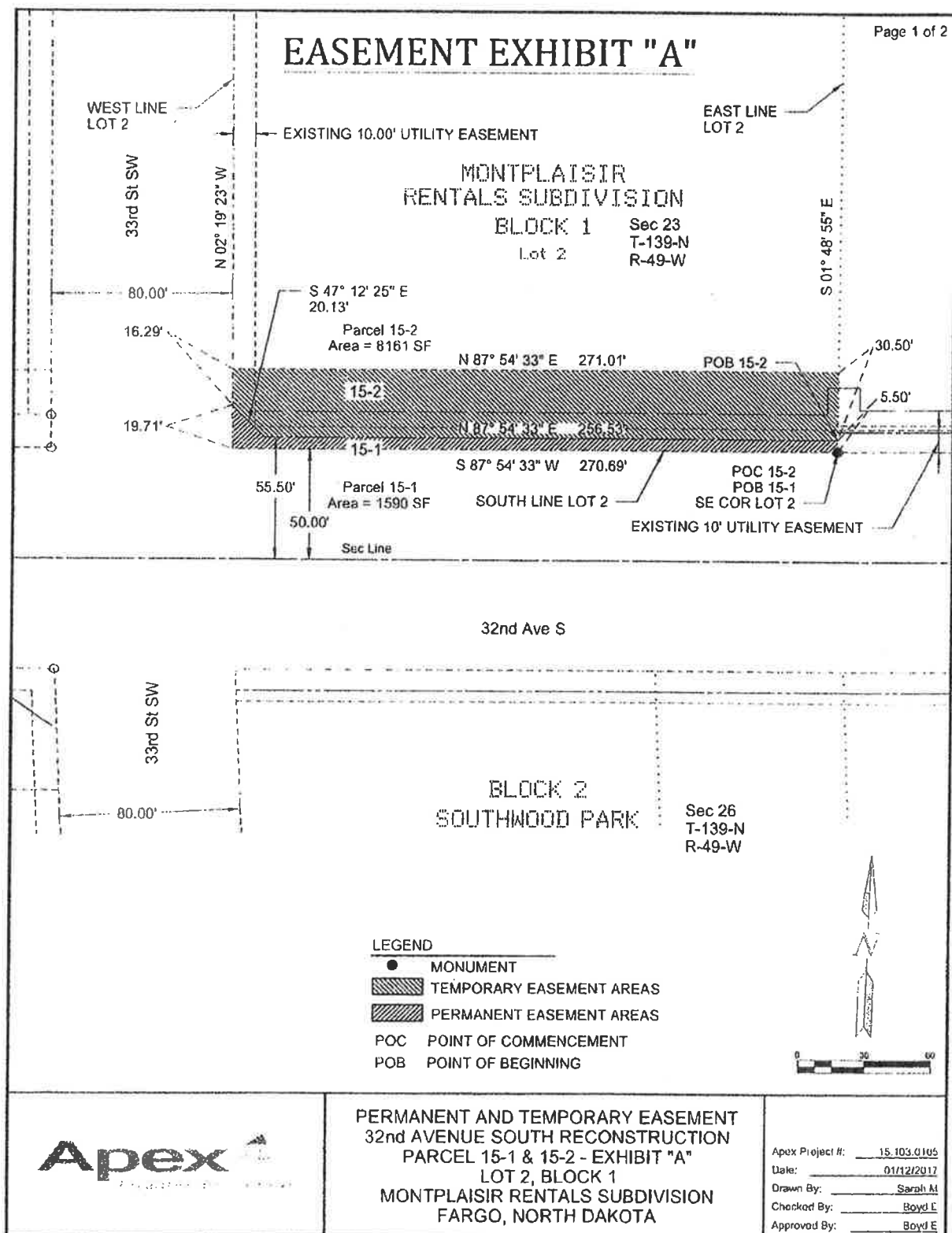
(SEAL)  JONATHAN T. GARAAS  
Notary Public  
State of North Dakota  
My Commission Expires Dec. 28, 2021

  
Notary Public  
County, \_\_\_\_\_

The legal description was prepared by:  
Apex Engineering Group  
4733 Amber Valley Parkway S  
Fargo, ND 58104  
(701) 373-7980

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





**EASEMENT**  
**(Temporary Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that **KCB LEGACY, LLC**, a Montana limited liability company, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of road construction and activities appurtenant thereto, said land being more fully described, to-wit:

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8,161 square feet, more or less.

Said parcel is pictorially represented on Exhibit "A" attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on November 30, 2017, whichever occurs later.

**IN WITNESS WHEREOF**, Grantor set its hand and caused this instrument to be executed this 21<sup>st</sup> day of FEBRUARY, 2018.

(Signatures on the following page)

GRANTOR:

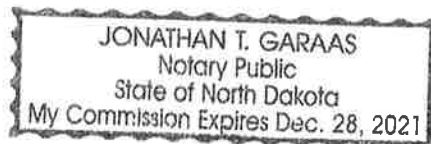
**KCB Legacy, LLC**

Mary D. Bogar  
By: MARY D. BOGAR  
Its: Manager

STATE OF NORTH DAKOTA )  
COUNTY OF CASS ) ss.

On this 21<sup>st</sup> day of FEBRUARY, 2018, before me, a notary public in and for said county and state, personally appeared MARY D. BOGAR, to me known to be the MANAGER of **KCB Legacy, LLC**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

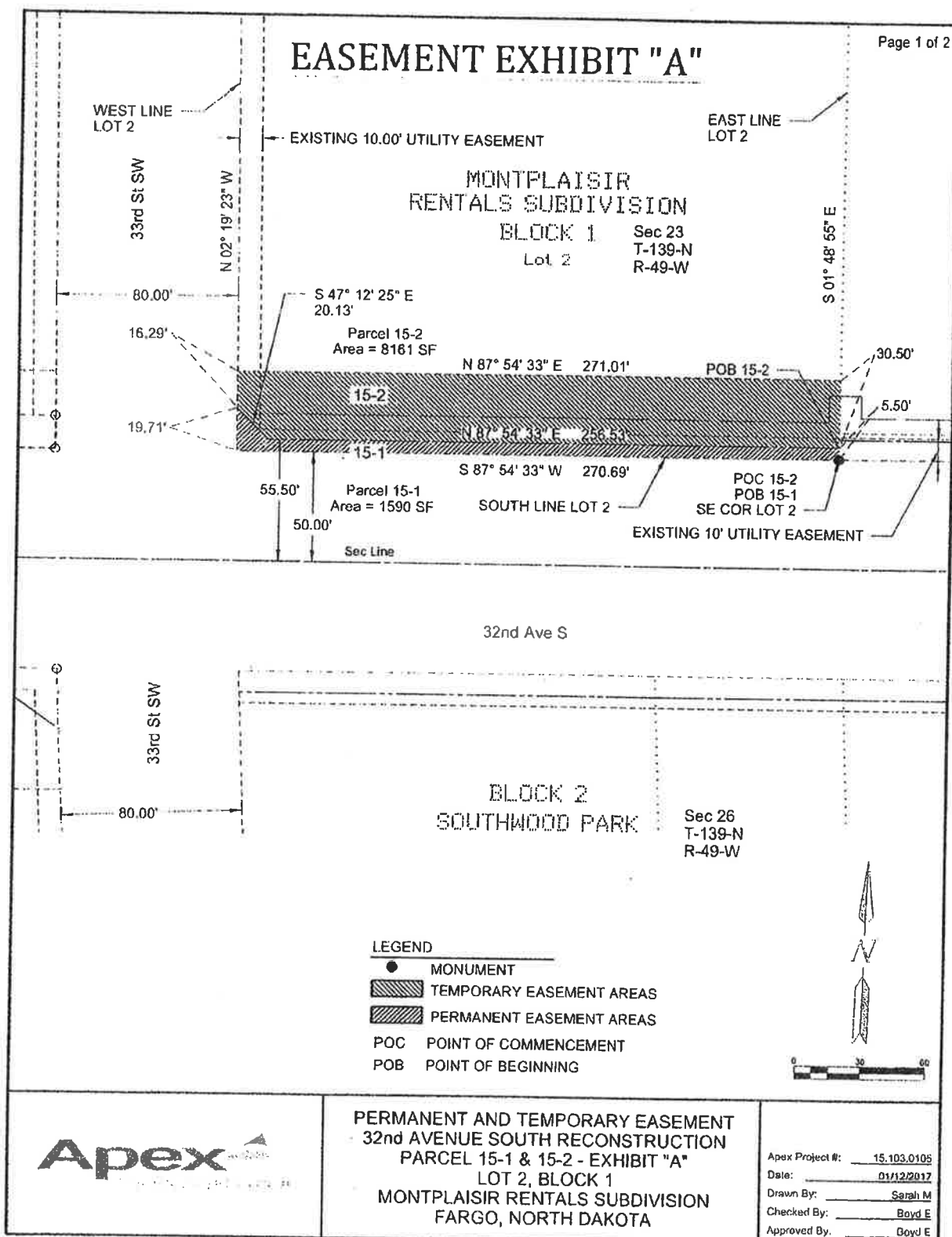
(SEAL)



[Signature]  
Notary Public  
County, \_\_\_\_\_

The legal description was prepared by:  
Apex Engineering Group  
4733 Amber Valley Parkway S  
Fargo, ND 58104  
(701) 373-7980

This document was prepared by:  
Nancy J. Morris  
Assistant City Attorney  
Erik R. Johnson & Associates, Ltd.  
505 Broadway N., Ste. 206  
Fargo, ND 58102  
(701) 280-1901



# EASEMENT EXHIBIT "A"

## Parcel 15-1

### Permanent Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the Fifth Principal Meridian, Cass County, North Dakota described as follows:

Beginning at the southeast corner of said Lot 2; thence South 87 degrees 54 minutes 33 seconds West along the south line of said Lot 2 for a distance of 270.69 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the west line of said Lot 2 for a distance of 19.71 feet; thence South 47 degrees 12 minutes 25 seconds East a distance of 20.13 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 5.50 feet to the point of beginning.

Said parcel contains 1590 square feet, more or less.

## Parcel 15-2

### Temporary Easement

That part of Lot 2, Block 1, Montplaisir Rentals Subdivision to the City of Fargo North Dakota, a Part of the Southwest quarter of Section 23, Township 139 North, Range 49 West, of the fifth principal meridian, Cass County, North Dakota described as follows:

Commencing at the southeast corner of said Lot 2; thence North 01 degree 48 minutes 55 seconds West along the east line of said Lot 2 for a distance of 5.50 feet to the point of beginning; thence South 87 degrees 54 minutes 33 seconds West along a line that is 5.50 feet north of and parallel with the south line of said Lot 2 for a distance of 256.53 feet; thence North 47 degrees 12 minutes 25 seconds West a distance of 20.13 feet to the west line of said Lot 2; thence North 02 degrees 19 minutes 23 seconds West along the said west line a distance of 16.29 feet; thence North 87 degrees 54 minutes 33 seconds East along a line that is 36.00 feet north of and parallel with the south line of said Lot 2 for a distance of 271.01 feet to the east line of said Lot 2; thence South 01 degree 48 minutes 55 seconds East along said east line for a distance of 30.50 feet to the point of beginning.

Said parcel contains 8161 square feet, more or less.



PERMANENT AND TEMPORARY EASEMENT  
32nd AVENUE SOUTH RECONSTRUCTION  
PARCEL 15-1 & 15-2 - EXHIBIT "A"  
LOT 2, BLOCK 1  
MONTPLAISIR RENTALS SUBDIVISION  
FARGO, NORTH DAKOTA

Apex Project #: 15.103.0105  
Date: 01/12/2017  
Drawn By: Sarah M  
Checked By: Boyd E  
Approved By: Boyd E

5a

✓ 1729

25.00



**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 <b>The Outdoor Adventure Foundation</b>	Date(s) of Activity <b>3-17-18 3-17-18</b>	For a raffle, provide drawing date(s): <b>3-17-18</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Mike Feener</b>	Title <b>Director</b>	Business Phone Number <b>701 388-1839</b>	
Business Address <b>415 38th St. S. Suite E</b>	City <b>FARGO</b>	State <b>ND</b>	Zip Code <b>58103</b>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <b>Hilton Garden Inn Convention Center</b>	Site Address <b>4351 17th Ave. S.</b>		
City <b>FARGO</b>	State <b>ND</b>	Zip Code <b>58103</b>	County <b>CASS</b>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
GENERAL RAFFLE	Sporting Goods	3,200.00	RAFFLE	GUN	400.00
RAFFLE BOARD	Hunting Package	900.00	RAFFLE	WOOD CARVING	350.00
RAFFLE BOARD	Fishing Package	750.00	RAFFLE	WOOD CARVING	250.00
RAFFLE	Mini ATV	900.00			
RAFFLE	GUN	800.00			
RAFFLE	GUN	900.00			
RAFFLE	Bow	1,100.00			
RAFFLE	Cooker	400.00			
RAFFLE	PHENASAPTS FEENER PRINT	300.00			

(Limit \$12,000 per year)  
 Total: \$ **10,250.00**

Intended uses of gaming proceeds: To provide hunting, fishing, + other outdoor adventures for youth's with cancer + disabled veterans that are wheelchair bound or lost a limb due to combat.

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

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

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

Signature of Organization's Top Executive Official <b>Brian Salum</b>	Date <b>3-5-18</b>	Title <b>PRESIDENT</b>	Business Phone Number <b>701 361-1888</b>
--------------------------------------------------------------------------	-----------------------	---------------------------	----------------------------------------------



## 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 Rotary Club		5-23-18 to 5-23-18		5-23-18	
Person Responsible for the Gaming Operation and Disbursement of Net Income		Title		Business Phone Number	
TRAVIS CHRISTOPHER		BOARD MEMBER		701 540 7454	
Business Address		City		State Zip Code	
PO BOX 1653		Fargo		ND 58107	
Mailing Address (if different)		City		State Zip Code	
SAME		-		- -	
Name of Site Where Game(s) will be Conducted		Site Address			
RADISSON HOTEL Mtg Room		201 5TH ST 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.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	(3) Gift Cards	\$1,750
	- \$1,000	
	- \$25,000	
	- \$250	
	Hornbaches	

(Limit \$12,000 per year)

Total: \$ 1750.00

**Intended uses of gaming proceeds:**

To fund charitable mission of Figo Rotary Club

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
<i>[Signature]</i>	3-7-18	President	701 540 7454



5c

25.00

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

(Limit \$12,000 per year)  
\$ 350

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

I acknowledge that the NDSU Lions Club student organization is registered by the Administration of North Dakota State University.

Signature	Title	Date	Business Phone Number
	Assistant Director	3/7/18	831-8242

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

Signature of Contact Person	Title	Date	Business Phone Number
	Fundraising Chair	3-7-18	701-799-8574



## SFN 9338 (08/2016)

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

Name of Non-profit Organization <i>EL Zagal Holding Company</i>		Date(s) of Activity <i>4/21/18</i>		For a raffle, provide drawing date(s): <i>4/21/18</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Michael Dow</i>		Title		Business Phone Number	
Business Address <i>1429 3rd ST N</i>		City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <i>EL Zagal Shrine Center</i>		Site Address <i>1429 3rd ST N</i>			
City <i>Fargo</i>		State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Raffle	Collectible Cooler	559

Game Type	Description of Prize	Retail Value of Prize

(Limit \$12,000 per year)

Total: \$ 559

**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: \$ 6000 . 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	
-----------------------	--



ASSESSMENT DEPARTMENT

69

February 21, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2491 Lilac Ln. N as submitted by Roger L. II & Jessalyn M. Kish. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$335 with the City of Fargo's share being \$55.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner	<u>Roger II &amp; Jessalyn Kish</u>			Phone No.	<u>612-875-5540</u>
2. Address of Property	<u>2491 Lilac Ln N</u>				
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code	<u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>L+2 &amp; Pt of L+3 B11K 17 Woodcrest 3rd</u>				
4. Parcel Number	<u>01-4060-00742-00</u>	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	<u>Same</u>				
City		State		Zip Code	

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel Kitchen &amp; Remove bearing Wall</u>	
7. Building Permit No.	<u>172263</u>	8. Year Built
		<u>1971</u>
9. Date of Commencement of making the improvement	<u>November 2017</u>	
10. Estimated market value of property before improvement	\$	<u>373,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>48,000</u>
Estimated market value of property after improvement	\$	<u>399,500</u>

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>[Signature]</u> Date <u>1-6-18</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>[Signature]</u> Date <u>2/21/18</u>

**Action of Governing Body**

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



66

February 23, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1741 13 ½ St. S as submitted by CKD LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$430 with the City of Fargo's share being \$75.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner <u>CKD LLC</u>	Phone No. <u>761-306-5848</u>
2. Address of Property <u>1741 13 1/2 St. S.</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt. 11 Blk 2 Bohnsacks 1st Addn.</u>	
4. Parcel Number <u>01-0161-00200-000</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>1802 7 St. S.</u>	
City <u>Fargo</u>	State <u>ND</u> Zip Code <u>58103</u>

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>Floors - Paint - Demo &amp; Bath - Refinished Flooring</u>	
7. Building Permit No. <u>179022</u>	8. Year Built <u>1955</u>
9. Date of Commencement of making the improvement <u>1-1-2018</u>	
10. Estimated market value of property before improvement	\$ <u>124,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>15,000 +/-</u>
12. Estimated market value of property after improvement	\$ <u>158,100</u>

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>[Signature]</u>	Date <u>2-22-2018</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>2/23/18</u>

## **Action of Governing Body**

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



Loc

ASSESSMENT DEPARTMENT

February 23, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 706 24 Ave. S as submitted by Jesse T. & Mykell M Barnacle. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$800 with the City of Fargo's share being \$135.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner	<u>Jesse &amp; Mykell Barnacle</u>			Phone No.	_____
2. Address of Property	<u>706 24 Ave S</u>				
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code	<u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt. 5 Blk. 3 Country Club Addn.</u>				
4. Parcel Number	<u>01-0500-00300000</u>	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	<u>706 24 Ave S</u>				
City	<u>Fargo</u>	State	<u>ND</u>	Zip Code	<u>58103</u>

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>added two-story addition with basement, remodeled office and small addition to garage, 1/2 Bath remodeled main floor flooring</u>	
7. Building Permit No.	<u>171203</u>	8. Year Built
		<u>1963</u>
9. Date of Commencement of making the improvement	<u>July 2017</u>	
10. Estimated market value of property before improvement	\$ <u>253,700</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>175,000</u> <u>tax - 5,000</u>	
12. Estimated market value of property after improvement	\$ <u>319,900</u>	

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>[Signature]</u> Date <u>2/21/18</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>2/23/18</u>

## **Action of Governing Body**

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





Lod

February 21, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 134 35 Ave. NE as submitted by Joan K. Justesen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$870 with the City of Fargo's share being \$150.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner	<u>Joan Justeson</u>	Phone No.	_____
2. Address of Property	<u>134 35 AVE NE</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	_____		
	<u>L+5 BIK 4 Golf Course 54m</u>		
4. Parcel Number	<u>01-1005-00580-00</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>Same</u>		
City	_____	State	_____ Zip Code _____

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Construct 14'x14' Sunroom</u>		
7. Building Permit No.	<u>172171</u>	8. Year Built	<u>1978</u>
9. Date of Commencement of making the improvement	<u>October 2017</u>		
10. Estimated market value of property before improvement	\$	<u>274,500</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>90,000</u>	
12. Estimated market value of property after improvement	\$	<u>342,400</u>	

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>Joan K Justeson</u> Date <u>2/18/18</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>3 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>Don Nussba</u> Date <u>2/23/18</u>

## **Action of Governing Body**

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



ASSESSMENT DEPARTMENT

Lee

March 1, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3213 Longfellow Rd. N as submitted by Bryan L. & Sandra B. Howard. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$415 with the City of Fargo's share being \$70.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner	<u>Bryan &amp; Sandra Howard</u>			Phone No.	<u>701/371-6372</u>
2. Address of Property	<u>3213 Longfellow Rd N</u>				
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code	<u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 11 BIK 3 Golf Course 1st</u>				
4. Parcel Number	<u>01-1601-00610-00</u>	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	<u>Owner</u>				
City		State		Zip Code	

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Replace + Restore Structural Damage, Remodel Kitchen + Remove wall</u>	
7. Building Permit No.	<u>171421</u>	8. Year Built
		<u>1972</u>
9. Date of Commencement of making the improvement	<u>July 2017</u>	
10. Estimated market value of property before improvement	\$	<u>272,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>45,000</u>
12. Estimated market value of property after improvement	\$	<u>304,900</u>

**Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature <u>Sandra B. Howard</u> Date <u>3-1-18</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Dee Khatke</u> Date <u>3/2/18</u>

**Action of Governing Body**

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



6f

March 5, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3024 10 St. N Unit C15 as submitted by Jamie C. & Kristi K. Schreiner. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$320 with the City of Fargo's share being \$55.

Sincerely,

A handwritten signature in black ink that reads "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner	<u>Jamie + Kristi Schreiner</u>			Phone No.	<u>701/306-5900</u>
2. Address of Property	<u>3024 10th N Unit C15</u>				
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code	<u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	<u>lots 2 + 3 Blk 3 Cedarholm</u>				
4. Parcel Number	<u>01-0370-00150-010</u>	Residential	<input checked="" type="checkbox"/>	Commercial	<input type="checkbox"/>
		Central Business District	<input type="checkbox"/>		
5. Mailing Address of Property Owner	<u>2826 Elm St N</u>				
City	<u>Fargo</u>	State	<u>ND</u>	Zip Code	<u>58102</u>

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Remodel Kitchen + finish basement</u>				
7. Building Permit No.	<u>171173</u>	8. Year Built	<u>1977</u>		
9. Date of Commencement of making the improvement	<u>June 2017</u>				
10. Estimated market value of property before improvement	<u>\$ 145,700</u>				
11. Cost of making the improvement (all labor, material and overhead)	<u>\$ 25,000</u>				
12. Estimated market value of property after improvement	<u>\$</u>				

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>Jamie Schreiner</u> Date <u>1/16/18</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>Don Dunska</u> Date <u>3/6/18</u>

## **Action of Governing Body**

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



ASSESSMENT DEPARTMENT

March 5, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 714 19 Ave. S as submitted by Kimberly M. & Kenneth J. Anderson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1090 with the City of Fargo's share being \$185.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner	Kimberly & Kenneth Anderson		Phone No.	701-729-6270
2. Address of Property	714 - 19th Ave S			
	City	FARGO	State	ND
			Zip Code	58103
3. Legal description of the property for which the exemption is being claimed.	L12 B4			
	HARRY A SCHNELL LOT 12 BLK 4 AND THAT PT OF BLK 6 LYING DIR S			
4. Parcel Number	01-2660-01040-000	Residential	<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Central Business District
5. Mailing Address of Property Owner	(same as property address above)			
	City		State	
			Zip Code	

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	replaced windows & exterior doors; added 1 new window and one new door; turned 13x18 room into covered porch; new soffits, gutters, downspouts; some new siding; <i>Added deck</i>
7. Building Permit No.	BL20171962
8. Year Built	1960
9. Date of Commencement of making the improvement	Oct 2017
10. Estimated market value of property before improvement	\$ 247400
11. Cost of making the improvement (all labor, material and overhead)	\$ 85000
12. Estimated market value of property after improvement	\$

**Applicant's Certification and Signature**

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

Applicant's Signature *Kimberly M Anderson* Date *3/2/18*

**Assessor's Determination**

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

Assessor's Signature *Don Plunka* Date *3/6/18*

**Action of Governing Body**

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

Approval subject to the following conditions:

Chairman of Governing Body \_\_\_\_\_ Date \_\_\_\_\_

*City of Fargo Assessment Dept: Fax (701) 241-1339*





Loh

March 5, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 805 15 St. S as submitted by John Shea & Jonna Ganje. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$640 with the City of Fargo's share being \$110.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

**Property Identification**

1. Name of Property Owner	<u>John Shea + Jonna Ganje</u>	Phone No.	<u>(701) 799-5733</u>
2. Address of Property	<u>805 15th S</u>		
City	<u>FARGO</u>	State	<u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 2 Blk 5 Darlings 2nd</u>		
4. Parcel Number	<u>01-0560-00990200</u>	Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner	<u>Same</u>		
City		State	Zip Code

**Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Replace basement stairway + Finish basement</u>		
7. Building Permit No.	<u>172013</u>	8. Year Built	<u>1923</u>
9. Date of Commencement of making the improvement	<u>October 2017</u>		
10. Estimated market value of property before improvement	\$ <u>115,500</u>		
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>50,000</u>		
12. Estimated market value of property after improvement	\$ _____		

**Applicant's Certification and Signature**

I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>Jonna Ganje</u> Date <u>2-4-18</u>

**Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>Don Dunderka</u> Date <u>3/6/18</u>

**Action of Governing Body**

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



March 5, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 213 Forest Ave. N as submitted by Encore Real Estate Solutions LLC. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021 & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$515 with the City of Fargo's share being \$85.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner	<u>Encore Real Estate Solutions</u>			Phone No.	_____
2. Address of Property	<u>213 Forest Ave N</u>				
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code	<u>58102</u>
3. Legal description of the property for which the exemption is being claimed.	_____				
	<u>L+11 BIK 9 Edgewood 2nd</u>				
4. Parcel Number	<u>01-0730-0089000</u>	Residential <input checked="" type="checkbox"/>	Commercial <input type="checkbox"/>	Central Business District	<input type="checkbox"/>
5. Mailing Address of Property Owner	<u>4484 50 st S</u>				
City	<u>Fargo</u>	State	<u>ND</u>	Zip Code	<u>58102</u>

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	<u>Finish basement, Repair basement walls, Install egress, Remodel bath</u>	
7. Building Permit No.	<u>172262</u>	8. Year Built <u>1967</u>
9. Date of Commencement of making the improvement	<u>November 2017</u>	
10. Estimated market value of property before improvement	\$	<u>163,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>40,000</u>
12. Estimated market value of property after improvement	\$	<u>225,200</u>

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature	<u>Chang Ren</u> Date <u>2-6-2017</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application <input checked="" type="checkbox"/> has <input type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s):	<u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature	<u>Don Doolittle</u> Date <u>3/6/18</u>

## **Action of Governing Body**

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



ASSESSMENT DEPARTMENT



March 6, 2018

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 134 35 Ave. NE as submitted by Joan K. Justesen RLT. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, & 2020.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$410 with the City of Fargo's share being \$70.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka  
City Assessor

hah  
attachment

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

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

## **Property Identification**

1. Name of Property Owner <u>Joan K Justesen RLT</u>	Phone No. <u>701/793-2815</u>
2. Address of Property <u>134 35 Ave NE</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58102</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lt 5 BIK4 Golf Course 5th</u>	
4. Parcel Number <u>61-1005-00560W</u> Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Central Business District <input type="checkbox"/>	
5. Mailing Address of Property Owner <u>Same</u>	
City _____	State _____ Zip Code _____

## **Description Of Improvements For Exemption**

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). <u>14' x 14' Sunroom addition</u>	
7. Building Permit No. <u>172171</u>	8. Year Built <u>1978</u>
9. Date of Commencement of making the improvement <u>October 2017</u>	
10. Estimated market value of property before improvement	\$ <u>274,500</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>90,000</u>
12. Estimated market value of property after improvement	\$ <u>306,400</u>

## **Applicant's Certification and Signature**

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature <u>Joan K Justesen</u>	Date <u>3/1/18</u>

## **Assessor's Determination**

14. The local assessor finds that the improvements in this application has <input checked="" type="checkbox"/> has not <input type="checkbox"/> met the qualifications for exemption for the following reason(s): <u>3 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Winkler</u>	Date <u>3/7/18</u>

## **Action of Governing Body**

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



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

7

**FARGO CASS PUBLIC HEALTH**  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701-241-1360  
Fax 701-241-1366  
[FargoCassPublicHealth.com](http://FargoCassPublicHealth.com)

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: FEBRUARY 26, 2018**

**RE0: AGREEMENT FOR SERVICES WITH SARA MWAGURA**  
**FOR \$600.00**

The attached agreement is for services to administer and instruct the Child Care Physical Activity.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the agreement with Sara Mwangura.

RR/la  
Enclosure

## AGREEMENT FOR SERVICES

**THIS AGREEMENT**, effective the 15th day of March, 2018, by and between Fargo Cass Public Health ("FCPH"); and Sara Mwagura, (Independent Contracting Educator).

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

- A. **Term of Agreement:** The parties entered into a written agreement for the period of March 15, 2018, through September 30, 2018.
- B. **Services to be provided by independent contractor:** Administration and instruction of Child Care Physical Activity Health Code training, and provide data on the numbers attending.
- C. **Reimbursement:** The contracting consultant shall be reimbursed \$150.00 per hour and submit an invoice, not to exceed 4 hours or \$600.00
- D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. **Confidentiality:** The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:**

- A. It is understood and agreed that the relationship created by this Agreement shall be that of independent contractor and contractee shall not be deemed to be an employee of Fargo Cass Public Health for any other purpose.
- B. This service agreement shall be governed by the laws of the State of North Dakota. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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

**FARGO CASS PUBLIC HEALTH**

**CONSULTANT**

By Ruth Roman  
Ruth Roman, Director of Public Health  
Contractor

By Sara Mwagura  
Sara Mwagura, Independent

Date 2/27/18

Date 2/16/18

By \_\_\_\_\_  
Timothy J. Mahoney, Mayor, City of Fargo

Date \_\_\_\_\_





**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**

## MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MARCH 6, 2018**

**RE: MEMORANDUM OF UNDERSTANDING BETWEEN ESSENTIA**  
**HEALTH AND FARGO CASS PUBLIC HEALTH FOR \$32,000**

The attached Memorandum of Understanding with Essentia Health is to develop and implement a community outreach program.

The following budget adjustment is required:

**2018 Revenue**

Detox Transportation Program	101-0000-337-76-00	\$32,000
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If you have any questions, please contact me at 241-1380.

**Suggested Motion:** Move to approve the Memorandum of Understanding with Essentia Health.

RR/la  
Enclosure

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ESSENTIA HEALTH AND  
FARGO CASS PUBLIC HEALTH**

Essentia Health hereby enters into an agreement with Fargo Cass Public Health.

The purpose of the agreement is to support the scope of the withdrawal management purchase of service contract from the North Dakota Department of Human Services (Contract #810-10846).

**AGREEMENT**

1. The FCPH shall develop and implement a community outreach program to provide assistance to individuals needing intoxication or withdrawal management services based on best practices that are recovery oriented, trauma-informed, and person centered.
2. Essentia Health will contribute \$32,000 to support implementation of this project to Fargo Cass Public Health.
3. The term of this contract shall be from January 1, 2018 and ending on September 30, 2019.
4. Both parties must agree to any additions or modifications of the terms of this Memorandum of Understanding or the scope of work to be performed hereunder. Such changes shall be incorporated in written amendments to this Memorandum of Understanding.
5. This Memorandum of Understanding may be cancelled or terminated by mutual consent, by default, or by conditions beyond the control of either party. The party desiring to terminate or cancel must give written notice of its intention 30 days prior to the date of cancellation, setting forth the reasons and conditions of said termination.

**FARGO CASS PUBLIC HEALTH**

\_\_\_\_\_  
MAYOR, CITY OF FARGO

\_\_\_\_\_  
DATE

Ruth Roman  
\_\_\_\_\_  
DIRECTOR OF PUBLIC HEALTH

3-6-18  
\_\_\_\_\_  
DATE

**ESSENTIA HEALTH**

Tim P. Smith  
\_\_\_\_\_  
(Fill in title)

3/1/18  
\_\_\_\_\_  
DATE

Chief Operations Leader  
\_\_\_\_\_  
(Fill in Title)

\_\_\_\_\_  
DATE




9

**PLANNING AND DEVELOPMENT**

200 Third Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1474  
Fax: (701) 241-1526  
E-Mail: [planning@FargoND.gov](mailto:planning@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR** 

**DATE: MARCH 6, 2018**

**SUBJECT: Roberts Commons Condominium Board**

Agreements to create the Roberts Commons Condominium Board and establish bylaws for the condominium association were approved by the City Commission. The City Commission appoints two members to that condominium board.

One of the members representing the City of Fargo, Derrick LaPoint, no longer works for the City. The City Administrator and the Planning Director are recommending that Assistant Planning Director Mark Williams be appointed to replace Derrick LaPoint.


**RECOMMENDED MOTION:** Appoint Mark Williams to the Roberts Commons Condominium Board of Managers.





**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR** 

**DATE: MARCH 8, 2018**

**RE: OPPORTUNITY ZONES**

The Tax Cuts and Jobs Act of 2017 allows for the establishment of Opportunity Zones to encourage investment that will benefit lower income census areas. The law allows for temporary deferral of capital gains for people investing in Opportunity Funds, and these Opportunity Funds must invest in Opportunity Zones.

Opportunity Zones are designated by the Governor. In North Dakota, the Governor can designate up to 25 Census Tracts. There are 16 Census Tracts in Fargo that are eligible for this designation.

Cities have been invited to submit applications and priority rankings to the North Dakota Department of Commerce. The deadline for submitting applications is March 19, 2017. Because of the short timeline, I do not have a recommendation for an application at this time. However, there is sufficient time to make a recommendation by the deadline.

I have been discussing the program with the Economic Development Corporation and local developers to identify areas with the highest potential of investment.

I am asking for authorization to submit applications and rankings after consultation with Commissioner Tony Grindberg, and Mark Vaux at the Economic Development Corporation.

**Recommended Motion**

Authorize the Strategic Planning Director to submit applications for the establishment of Opportunity Zones in the City of Fargo.

## **FARGO POLICE DEPARTMENT**

222 Fourth Street North, Fargo, North Dakota 58102

March 6, 2018

(11)

Board of City Commissioners  
City Hall  
Fargo, ND 58102

RE: Avon C50 Air Purifying Respirators

Dear Commissioners:

The Fargo Police Department has applied for and been awarded a grant from the ND Department of Emergency Services to purchase new Air Purifying Respirators (also referred to as gas masks) for our Officers. The amount of this grant is \$79,344, and the grant number is CFDA# 97.067.

The purpose of applying for this grant was to upgrade and improve our ability to operate during an emergency involving chemical, biological, radiological or nuclear incidents, as well as during a civil disturbance. A portion of our Officers had been issued respirators in the past, but these respirators are at least 10 years old and are insufficient to handle potential hazards. The configuration of these older masks also prevents our Officers from using their patrol rifles during wear due to the positioning of the filter.

A Request for Proposals was completed according to the City of Fargo purchasing policy. Galls, Inc was the lone bidder, and the Avon C50 was identified as a respirator that fits our needs.

The Fargo Police Department would like to purchase 152 Avon C50 kits through Galls, Inc. using the awarded grant funds. This will allow us to equip 87% our sworn officers. These kits will include all necessary filters and accessories. Purchases of future respirators of the same make and model would also be done through Galls, Inc using other funding sources.

Attached you will find the following documents: the RFP, a bid submission and price quote from Galls, Inc, and a quote form for ND DES.

**Recommended Motion:**

*Accept the request to use the awarded grant funds from ND DES to purchase 152 Avon C50 Air Purifying Respirator kits from Galls, Inc for use by Officers of the the Fargo Police Department.*

Please contact me if you have any questions or concerns.

Sincerely,



David E. Todd  
Chief of Police

**REQUEST FOR PURCHASE**

REQUESTING DIVISION: Police

DATE: 2/28/18

REQUESTING OFFICER/EMPLOYEE: Lt. Chris Helmick

DESCRIPTION OF ITEM: (may be by brand/make/model, size, quantity, etc.)

Avon C50 air purifying respirator kit

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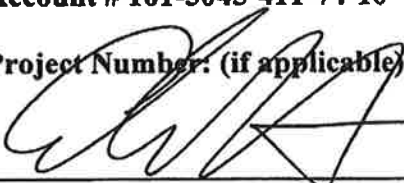
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Price Each \$ 520

Total Requested 152

Account # 101-5045-411-74-10

Project Number: (if applicable) PDES07

  
\_\_\_\_\_  
Command Officer

Approved / Denied

Vendor: Galls, Inc

1340 Russell Cave Road

Lexington, KY 40505

# INFORMAL REQUEST FOR QUOTE

The Sections below are to be filled out by the Purchasing Agency:

**Purchasing Agency:** Fargo Police Department  
**Mailing Address:** 222 4 St N  
**City, State, Zip Code:** Fargo, ND 58102  
**State sales tax exemption number:** E-4168  
**Federal tax free exemption number:** 45-6002069

**Contact:** Lt Chris Helmick  
**Email:** chelmick@fargond.gov  
**Telephone:** 701-476-4095  
**Fax:** 701-241-8272

**Bid Title/Commodity:** Air Purifying Respirator

**Bid Number:** [Click here to enter text.](#)

**Date Request Issued:** 12/10/2017

**Deadline for Bid Receipt (Date/Time):** 12/31/2017

**Delivery Address (F.O.B. Destination):** 222 4 ST N, Fargo, ND 58102

## Specifications

**Required Deliver Date:** [Click here to enter a date.](#)

ITEM	QTY	UNIT	SPECIFICATIONS
1.	174	Air Respirators	<ul style="list-style-type: none"> <li>Must be full-face, tight-fitting and negative pressure.</li> <li>Must be black in color.</li> <li>Must be NIOSH certified to counter Chemical, Biological, Radiological and Nuclear (CBRN) threats when used with the appropriate filters.</li> <li>Must come in a variety of sizes for proper fitting.</li> <li>Must have twin filter ports with side mounting to allow the use of firearms and other devices.</li> <li>Must use a NATO Standardization (STANAG) round filter thread of 40 x 1/7 mm.</li> <li>Must use low-profile, close-contour, flat buckles to allow for the wearing of a ballistic helmet while wearing the respirator.</li> <li>Must have adjustable straps.</li> <li>Visor on the respirator must have a single-sight lens with panoramic field of vision that maintains optical quality across entire field of view.</li> <li>One filter must be approved for riot control applications and filter all particulate hazards including dust, fume, bacteria and virus plus riot agent CS and CN.</li> <li>The other filter must have dual classification for industrial and CBRN applications and be capable of filtering all particulate hazards including dust, mist, fume, bacteria and virus plus all NIOSH specified CBRN gases and vapors including nerve, blood, choking and blister agents and toxic industrial materials.</li> <li>The vendor must provide a sample product for test and evaluation prior to the approval of any contract or purchase.</li> </ul>
2.	174	CBRN Filters	<ul style="list-style-type: none"> <li>Filter must have dual classification for industrial and CBRN applications and be capable of filtering all particulate hazards including dust, mist, fume, bacteria and virus plus all NIOSH specified CBRN gases and vapors including nerve, blood, choking and blister agents and toxic industrial materials.</li> </ul>
3.	174	Riot Control Filters	<ul style="list-style-type: none"> <li>Must be approved for riot control applications and be capable of filtering all particulate hazards including dust, fume, bacteria and virus plus riot agent CS and CN.</li> </ul>

**INFORMAL REQUEST FOR QUOTE**

4.	Click here to enter text.	Click here to enter text.	Click here to enter text.
5.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Bidder Instructions**

1. Direct all questions to the Contact listed above.
2. Bid responses must be returned to the Purchasing Agency to the attention of the contact listed above by email, fax, or mail by the Deadline for Bid Receipt.
3. Bid prices must be delivered prices including all shipping and handling, F.O.B. Destination, to the delivery location indicated. The successful bidder is responsible for delivery, including filing any claims with the carrier for breakage or other losses.
4. Bid prices must be according to the unit of measurement specified. In the event of mathematical differences between the unit price and total price, the unit price will prevail.
5. If there is a tax exemption number listed above, bid prices must not include tax.
6. Bid responses must meet all aspects of the specifications. Any brand names used in the specification are only as a means to define the performance or other salient requirements of procurement. Bidder may propose "an equal" product that meets the technical requirements of the property or service to be acquired.
7. Late bids will be rejected. Bid responses that do not meet specifications and requirements in this solicitation will be rejected.
8. Award will be made to the lowest responsible bidder meeting specifications, including terms of delivery, quality, and serviceability.
9. Other Bidder Instructions: A copy of the RFP and specifications can be obtained by email at [chelmick@fargond.gov](mailto:chelmick@fargond.gov).

**Terms and Conditions**

1. The successful bidder must comply and be current with all applicable state and federal laws.
2. All material and workmanship shall be subject to inspection and test by the Purchasing Agency. The Purchasing Agency reserves the right to reject any goods which fail to meet the specifications contained herein or the seller's express or implied warranties. Rejected goods shall be removed at the expense of the seller, including transportation.
3. The Purchasing Agency reserves the right to cancel the order if the successful bidder fails to perform according to the terms, conditions, and specifications of this bid.
4. Other Terms and Conditions: .The Fargo Police Department reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. No modifications to proposal shall be accepted from the Vendor after the Submittal Date and Time. The Fargo Police Department reserves the right to re-solicit for proposals or to temporarily or permanently abandon the procurement process at its discretion. The Fargo Police Department reserves the right to issue an addendum or multiple addendums to the RFP at anytime for any reason. All Vendors will receive any and all addendums issued. After the RFP proposal submission closure date, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. Therefore, the Vendors should make sure their proposals contain the best offer. The Fargo Police Department reserves the right to award contracts only to responsible Proposers. Responsible Proposers are defined as companies that demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform on the



**INFORMAL REQUEST FOR QUOTE**

contract. The Fargo Police Department determination of whether a Vendor is a responsible Proposer is at the Fargo Police Department sole discretion. Upon award of a contract or agreement to purchase the vendor must deliver all products within sixty days of the award date.

**Bid Response**

*The Sections below are to be completed by the Bidder:*

Bidder Offered Deliver (After Receipt of Order): [Click here to enter a date.](#)

Name of Bidder: [Click here to enter text.](#)

Contact: [Click here to enter text.](#)

Bidder Address: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

City, State, Zip Code: [Click here to enter text.](#)

Telephone Number: [Click here to enter text.](#)

Fax Number: [Click here to enter text.](#)

ITEM	QTY	UNIT	OFFERED MAKE / MODEL / PART NO.	SPECIFICATIONS	UNIT PRICE	TOTAL PRICE
1.	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
2.	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
3.	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
4.	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
5.	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>	<a href="#">Click here to enter text.</a>
<b>TOTAL PRICE</b>						

Type Name of Person Signing: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Authorized Signature of Bidder: \_\_\_\_\_ Date: [Click here to enter a date.](#)

Client:

CITY OF FARGO AUDITOR

Account # 10003 Ad # 2576467

Phone: (701) 241-1333

Fax:

Address: 200 N 3RD ST  
FARGO, ND 58107

Sales Rep.:

0135 Forum Legal AdTaker

Phone: (701) 241-5504

Fax: (701) 241-5540

Email: legals@forumcomm.com

Class.: 9950 NORTH DAKOTA LEGALS

Requested By:

Start Date: 12/18/2017

End Date: 12/25/2017

Nb. of Inserts: 9

Dimensions: 1 col. x 19.00 6.5 PT LINES

Publications: inforum.com

The Forum-Fargo

Total Price: \$29.16

Paid Amount: \$0.00

Balance: \$29.16

Page 1 of 1

**Fargo Police Department  
Request for Proposals  
Air Purifying Respirators**

The Fargo Police Department is seeking proposals for air purifying respirators to be utilized by officers employed by the Department.

Interested firms can contact Lt. Chris Helmick by email at [chelmick@fargond.gov](mailto:chelmick@fargond.gov), or by mail at Fargo Police Department, 222 N 4th St, Fargo, ND 58102 to receive a copy of the RFP and required specifications.

**All proposals must be received by Lt Helmick by 4:00 p.m. January 2, 2018. The City of Fargo reserves the right to reject any or all submittals.**

City Auditor's Office  
(December 18, 25, 2017) 2576467



Price Quote

**Galls, LLC**  
 1340 Russell Cave Road  
 Lexington, KY 40505  
 800-876-4242 phone  
 877-914-2557 fax

**Attention:** Officer Alexander Bollman  
 Account Number 0  
 Name Fargo Police Dept.  
 Street Address  
 City & State

**Quote Date** 12/29/2017

## Quote for Air Purifying Respirator

	Item #	Description	Qty	Retail	Your Price	Ext. Total
1	0	Avon C50 First Responder Kit	174	\$648.00	\$520.00	\$90,480.00
Subtotal						\$90,480.00
Shipping						\$0.00
TAX						\$0.00
Total						\$90,480.00

## APR (Air Purifying Respirator)

## SUMMARY DATA SHEET

## C50™

## FIRST RESPONDER KIT

The Avon C50 protective mask is based on the U.S. M50/JSGPM (Joint Services General Purpose Mask) and sharing key technologies, provides maximum operational flexibility to counter multiple threat scenarios, including chemical, biological, nuclear and radiological (CBRN) agents, Toxic Industrial Chemicals (TICs), and Toxic Industrial Materials (TIMs).

The C50, offers high protection, outstanding field of vision and superior comfort. The innovative design features optimize the user's time in the operational area. The C50 is NIOSH CBRN certified which makes the First responder Kit ideal for, Battlefield CBRN protection, First Responders, Corrections Officers, Law Enforcement and counter terrorism operations.



## FILTRATION

CBRNC50  
72602-2



CTCF50  
72606-2

The kit includes two filters. A CTCF50 riot agent filter and a CBRNC50, which is a NIOSH certified CBRN filter which protects against particulate hazards including dust, mist, bacteria and virus plus all NIOSH specified CBRN gases and vapors including nerve, blood, choking and blister agents.

## CARRIER



UNIVERSAL CARRIER  
72601-32

The universal carrier is designed to hold all Avon APRs with Canister attached. Features include belt mount and MOLLE mount.

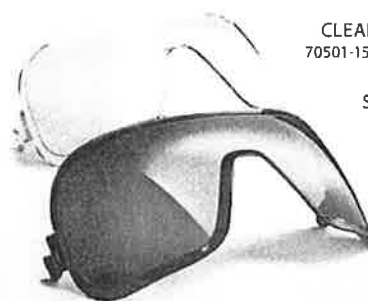
## STORAGE



FACEFORM  
72601-53

A faceform is included for prolonged mask storage to prevent any possibility of face seal distortion.

## OUTSERTS



CLEAR  
70501-156

SUNLIGHT  
70501-157

Also included in the C50 First Responder kit are two outserts: clear, for enhanced optical protection, and a Sunlight outsert which delivers UV protection and user anonymity.

## C50 TWIN PORT FIRST RESPONDER KIT

70501-555

C50 First Responder Kit LGE

70501-556

C50 First Responder Kit MED

70501-557

C50 First Responder Kit SML



ADVANCE WITH CONFIDENCE

t: 1 888 286 6440  
e: customerservice@avon-protection.com  
www.avon-protection.com

**AVON**  
PROTECTION

**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS  
**FROM:** TERRY LUDLUM, SOLID WASTE UTILITY DIRECTOR (TL)  
**DATE:** FEBRUARY 26, 2018  
**SUBJECT:** RFP FOR TEMPORARY (DAY) LABOR

An RFP was advertised and four quotes were received and opened on Monday, February 26, 2018 at 8:00 a.m. for temporary (day) labor.

The RFP provides a price for temporary (day) labor for work to be done at the Landfill, Household Hazardous Waste Facility, various other sites and Clean Up Week. The prices provided are for the remainder of 2018.

**RECOMMENDED MOTION:** Award the bid to the following companies for temporary (day) labor; Labor Masters, Heartland Labor, Command Center and People Ready based on work force availability for the remainder of 2018. (RFP 18086)



## LABOR MASTERS

### CREDIT APPLICATION

#### BUSINESS INFORMATION

Business Name <b>City of Fargo (ALL)</b>		Business AKA or DBA		Federal ID # or SSN if self employed	
Business Address		City		State	Zip
Phone#		Fax# or Email address		Mobile#	
Principal Owner	AP Contact name and number	Years in Business		Annual Sales	

#### BANK INFORMATION

Bank Name	Account#	Contact Name and Phone #
Address		

#### TRADE REFERENCES

Trade References	Contact Name	Contact Phone #

#### PRICES

Job Description	Work Comp Code	Pay Rate	Bill Rate
Various General Labor	ND9403 & ND0003 & ND9007	\$10.00	\$15.00
		\$11.00	\$16.25
		\$12.00	\$17.75

Note: Bill Rate includes pay to employees, work comp, FUTA, SUTA, FICA, Medicare and any other state and federal payroll expenses. Customer agrees to provide supervision and a safe working environment for all employees. Customer agrees to refrain from hiring employees until a 30 day trial period has expired.

#### TERMS OF SALE

Payments for all invoices are due upon receipt of invoice. Labor Masters will automatically assess a 1.5% finance charge per month on all invoices past due over 30 days from date of invoice. All invoices not paid in a timely manner may cause interruption of credit extension and could affect dispatch of workers to job site, unless prior arrangements have been made with Labor Masters.

Customer authorizes Labor Masters to verify or check any of the credit references given, and obtain credit reports in connection with this credit application. Customer gives creditors and banking relationships permission to give Labor Masters any information it needs to make a credit granting decision.

The undersigned has read and understands this credit application and agrees to the terms and conditions. The undersigned also certifies that the information provided in all sections of this credit application is true and correct.

NAME & TITLE (PLEASE PRINT)

SIGNATURE

DATE

#### PERSONAL GUARANTY

I agree to the above stated terms and conditions and do assume personal liability for payment of said applicants account. It is understood that credit may not be extended to said applicant without this personal guarantee.

NAME & TITLE (PLEASE PRINT)

SIGNATURE

DATE



# Quotation

*Good Help is easy to find*

813 Universit Dr N  
Fargo, ND 58102  
701-235-4099  
701-235-4799 (FAX)

**DATE** February 22, 2018

**Prepared For:**

City of Fargo - Sanitation Department  
Dave Rheault  
2301 8th Ave N  
Fargo, ND 58102  
701-241-1449

*Quotation valid until:* February 22, 2019  
*Prepared by:* Paul Schaeffer

Description	Work Comp Code	Pay Rate	Hourly Rate
General Labor	9403	\$10.00	\$14.75
Employees will come to work with hard hat, safety glasses, gloves, safety vest and work boots.			

Note: Bill Rate includes pay to employees, workers comp insurance, FUTA, SUTA, FICA, Medicare and all other state and federal payroll expnses. Customer agrees to provide supervision and a safe working envirnment for all employees

**THANK YOU FOR YOUR BUSINESS!**

COMMAND  
CENTER

## QUOTE FOR SERVICE

**Ashly Hafdahl - Fargo**

COMMAND CENTER REPRESENTATIVE

**(701) 232-8952**

COMMAND CENTER PHONE NUMBER

**City of Fargo**

BUSINESS NAME

**2/13/2018**

BILLING RATE QUOTATION ISSUED (DATE)

**Dave Reault**

CUSTOMER / CONTACT NAME

**Route Supervisor**

CUSTOMER / CONTACT TITLE

**2301 8th Avenue North**

BUSINESS ADDRESS

**Fargo**

CITY

**ND**

STATE

**58102**

ZIP CODE

**Temporary Labor**

JOB DESCRIPTION

**9182 - Park boards, amusement park & golf courses**

WORKERS COMP CODE / DESCRIPTION

**\$14.65**

BILLING RATE

☐

TRANSPORTATION / MILEAGE

☐

BACKGROUND CHECKS

☐

DRUG SCREEN

☐

OTHER (PLEASE SPECIFY)

The billing rate above is the regular, straight time dollar amount per hour and includes all wages, worker's compensation premiums, unemployment insurance, payroll taxes, and all other employer burdens; recruiting, administration, payroll funding, and liability insurance (with no hidden costs).

**CUSTOMER RESPONSIBILITY**

Customer agrees to provide to our workers, prior to the start of work at the job site, the following: site/task specific training and supervision at all times. Billable time begins at the time workers report to the workplace per your request.

**OVERTIME**

Overtime will be billed at one and one-half time the regular billing rate for the time worked over forty hours in a pay period or over eight hours per day as mandated by state labor law. At your request, we will be happy to substitute workers to avoid overtime situations.

**WORKWEEK**

Command Center's workweek begins on Saturday and ends on Friday.

**PAYMENT**

Customer agrees to payment terms of net seven (7) days from date of invoice, and understands that unpaid amounts will be considered in default on the thirtieth (30th) day after the date of the invoice. Accounts in default will be assessed a monthly default finance charge computed at 1.5% per month (18% APR) on unpaid balances or the maximum legal interest rate, whichever is higher. Customer agrees to pay the default finance charges, together with all attorneys' fees, court costs and any other costs incurred in the process of collection.

**MINIMUM**

Command Center requires a minimum of 4 hours of work per day.

**GUARANTEE**

We guarantee our workers will satisfy you or the first two hours are on us. If you are not satisfied with the workers, call us within the first two hours and we will replace them at no charge.

**CANCELLATION POLICY**

Jobs must be cancelled a minimum of one hour prior to the start time to avoid minimum billing.

**QUOTE EXPIRATION**

This quote will be honored given it is acted upon within 30 days of issuance. Rates are subject to change at any time upon 30 days written notice.

**TEMP-TO-HIRE**

The Temp-To-Hire program is as follows: No conversion fee will be assessed if the temporary employee works for a minimum of 480 consecutive hours (hours worked with no more than 30 days interruption). If the individual applies with the CLIENT prior to being presented as a Temp, the CLIENT may at that point, hire them without fee to Command Center. However, once the CLIENT has decided to utilize the Command Center employee as a Temp, the hiring fees apply. If the CLIENT hires a person as an independent contractor or direct hire employee who has worked as a Command Center employee for the CLIENT within the last year, a placement fee will apply, even if the employee has applied as a result of a newspaper (or other) advertisement.

CUSTOMER NAME (PLEASE PRINT)

TITLE

CUSTOMER SIGNATURE

DATE





### OFFER TO SUPPLY TEMPORARY ASSOCIATES

Customer Name: City of Fargo Forestry  
 Customer Address: 402 23rd street north  
 FARGO, ND US 58102  
 Contact: Scott Liudahl  
 Customer Email:

FARGO - 2700  
 Quote: 02447323  
 Effective Date: 02/23/2018  
 Expiration Date: 12/31/2018

The rates for using PeopleReady associates to perform the following job duties, under workers' compensation classification 9007A in ND - North Dakota are as follows:

General: Digging, Raking, Weeding, Base Rate \$15.49 Per Regular, Straight-Time Hour  
 Planting, Trimm

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Thank you for partnering with PeopleReady, Inc. ("PeopleReady" or "us"). This offer provides the necessary terms and conditions required by PeopleReady to assign our temporary workers ("Associates") to work with you. By signing this offer, you acknowledge and agree that the terms of this offer apply to this and all future assignments of Associates, and amend any subsequent contract you might enter into with PeopleReady. In the event of any conflict, the terms in this offer will control. If there is no other contract with PeopleReady, this offer will govern our relationship.

If you are not satisfied with an Associate for any reason, simply let us know within two (2) hours of the Associate's arrival and you will not be billed for that time. PeopleReady's sole warranty is the replacement of unsatisfactory Associates. PeopleReady will comply with all applicable laws. Upon your written request, we will perform a background check on Associates, at your expense, in accordance with applicable law. PeopleReady will pay the Associates' wages and withhold and promptly pay all required taxes, FICA and SUTA. PeopleReady will comply with the Affordable Care Act. PeopleReady will maintain commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and workers' compensation insurance in accordance with state law.

You agree to comply with all applicable laws including, but not limited to those related to health and safety, employment, wage and hour, Title VII, and the FLSA, and expressly hold harmless, defend and indemnify PeopleReady for any failure to comply with such laws. You further agree to provide Associates with lunch breaks and rest breaks as required by law. You will accurately record all hours worked by Associates and provide Associates with a safe workplace, adequate supervision, training, instructions, and site-specific personal protective equipment. Without the prior written agreement of PeopleReady, you will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property, or allow our Associates to operate machinery or drive motor vehicles.

PeopleReady will invoice you weekly. Payments are due to PeopleReady within seven (7) calendar days of the invoice date, after which a default charge will be imposed at the lesser of 1.5% per month or the maximum legal interest rate on the unpaid balance. You agree to pay the default charge together with reasonable attorneys' fees and collection fees. Your failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt constitutes irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice. The rates quoted above may increase on fourteen (14) days' notice to reflect increases in actual or government mandated cost for wages, withholding amounts, taxes, assessments, health care, workers' compensation insurance, your use of a vendor management system, and/or any other cause beyond our reasonable control. You waive any rights to set-off from invoice amount. You will notify PeopleReady in writing if a prevailing wage under the Services Contract Act or Davis Bacon Act or any other similar government mandated minimum statutory wage should be paid to our Associates, and you are solely liable for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from your failure to give us notice and to comply with the law. You agree to pay PeopleReady a four (4) hour daily minimum for each requested Associate. If you fail to cancel an order at least two (2) hours prior to the assignment start time, you will pay the daily minimum charge for each requested Associate.

You agree to defend, indemnify, and hold PeopleReady harmless from any claims or liability caused or alleged to be caused by your negligence or breach of contract, and any acts, omissions, or negligence of any Associates on assignment with you, including but not limited to theft, bodily injury (including death), and loss of use or damage to property. Neither party will be liable to the other for any incidental, consequential, exemplary, special, punitive, or lost profit damages. Your insurance will be primary and noncontributory to PeopleReady's insurance. The prevailing party in a dispute between the parties will be entitled to reasonable attorney's fees and costs.

Unless otherwise agreed to by both parties, you may not hire or convert an Associate to your payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 90 days or 520 hours, whichever is greater. Thereafter, you may hire an Associate for a fee which will equal three times a full week of work (or base rate x 120 hours).

You acknowledge that PeopleReady is not a licensed general contractor or subcontractor, and PeopleReady is not be responsible for obligations of your work or project, including (without limitation) the schedules, trade scope details, construction details, performance guarantees, product safety, or accuracy or warranties of construction. PeopleReady is not responsible for materials or installation, acquiring permits, conducting safety meetings, quality control, posting signs, providing water or power, delays, defaults, or furnishing a bond.

This Offer expires if not accepted within ninety (90) days.

**Jennifer Pickett**

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**From:** Nicklay, Mike <mnicklay@PeopleReady.com>  
**Sent:** Friday, February 23, 2018 3:02 PM  
**To:** Jennifer Pickett  
**Cc:** 2700 - Branch  
**Subject:** Re: Solid Waste RFP 20170321093456937 response  
**Attachments:** city of fargo rate quote.pdf; Partnering with PeopleReady.pdf

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

Jen  
I did not see the posting.

I am attaching the rate we offered the City of Fargo Forestry Department. It will be the same as for the Solid Waste Department. Based on a \$10 pay rate the Bill rate is \$15.49

I have also attached a flyer about what is included in the rate

Thanks for the opportunity

**Mike Nicklay** | Multi-Branch Manager |  
PeopleReady  
723 NP Ave, Fargo ND 58102  
(o) 701-235-8900  
(f) 701-234-4436  
[mnicklay@peopleready.com](mailto:mnicklay@peopleready.com)

PeopleReady  
2921 Frontage Rd S, Moorhead MN 56561  
(o) 218-233-3691  
(Fax) 218-249-1983

**The TrueBlue companies**

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**From:** Nicklay, Mike  
**Sent:** Monday, February 12, 2018 8:56 AM  
**To:** Jennifer Pickett  
**Cc:** 2700 - Branch  
**Subject:** Re: Solid Waste RFP 20170321093456937 response

Thanks Jennifer,  
We will look for the posting.

**Mike Nicklay** | Multi-Branch Manager |  
PeopleReady  
723 NP Ave, Fargo ND 58102  
(o) 701-235-8900  
(f) 701-234-4436  
[mnicklay@peopleready.com](mailto:mnicklay@peopleready.com)

PeopleReady  
2921 Frontage Rd S, Moorhead MN 56561  
(o) 218-233-3691  
(Fax) 218-249-1983

**The TrueBlue companies**

**MEMORANDUM**

TO: BOARD OF CITY COMMISSIONERS  
FROM: TERRY LUDLUM, SOLID WASTE UTILITY DIRECTOR (TL)  
DATE: FEBRUARY 26, 2018  
SUBJECT: RFP FOR REAR LOAD CONTAINERS

An RFP was advertised and three quotes were received and opened on Monday, February 26, 2018 at 8:00 a.m. for the purchase of rear load containers.

The RFP provides a price for containers as follows: 1.5 cubic yard (flat front), 2,3,4,6 and 8 cubic yard in brown and also in white. The prices provided are for the remainder of 2018.

**RECOMMENDED MOTION:** Award the bid to the following companies for rear load containers; Sanitation Products, Northern Truck Equipment Corp. and Olympic Sales based on availability for the remainder of 2018. (RFP18085)



"for over 77 years"

## Northern Truck Equipment Corp.

P. O. Box 347 – Watertown, SD 57201-0347 – Phone (605) 886-5816 – Fax (605) 886-5819  
 P. O. Box 2435 – Sioux Falls, SD 57101-2435 – Phone (605) 543-5206 – Fax (605) 543-5219  
 P. O. Box 130 – Rapid City, SD 57709-0130 – Phone (605) 341-8780 – Fax (605) 341-8786  
 P. O. Box 9675 – Fargo, ND 58106-9675 – Phone (701) 281-1718 – Fax (701) 281-1859

[www.ntecorp.com](http://www.ntecorp.com)

email: [wjohnson@ntecorp.com](mailto:wjohnson@ntecorp.com)

### SALES ORDER

### FG PRICING

CITY OF FARGO

DATE: 02-23-18

2301 8 TH AVE N

NAME DAVE AND JEN

FARGO ND 58102

PHONE 701-241-1455

Email

WE PROPOSE TO FURNISH THE FOLLOWING FOR YOUR CONSIDERATION:

DELIVERY:

QUOTED F.O.B.

NTEC - FARGO

TERMS:

QUANTITY	DESCRIPTION	PRICE
1	TEEM 1 1/2 YARD REAR LOAD CONTAINERS - BROWN OR WHITE IN COLOR	\$ 621.00 EA
1	TEEM 2 YARD REAR LOAD CONTAINERS - BROWN OR WHITE IN COLOR	\$ 641.00 EA
1	TEEM 3 YARD REAR LOAD CONTAINERS - BROWN OR WHITE IN COLOR	\$ 936.00 EA
1	TEEM 4 YARD REAR LOAD CONTAINER - BROWN OR WHITE IN COLOR	\$ 1,028.00 EA
1	TEEM 6 YARD REAR LOAD CONTANER - BROWN OR WHITE IN COLOR	\$ 1,426.00 EA
1	TEEM 8 YARD REAR LOAD CONTAINER - BROWN OR WHITE IN COLOR - W/ REINFORCED BACK CHANNEL	\$ 1,887.00 EA
	OPTIONS:	
1	WINCH ATTACHMENTS FOR 1 1/2 AND 2 YARD CONTAINERS	ADD 29.00 EA
1	STRIKER BOXES ON 3 YARD CONTAINERS	ADD \$ 69.00 EA
	Plus Applicable Taxes	

QUOTATION FIRM FOR 30 DAYS

We accept the above quotation as a firm order, subject to confirmation from NTEC.

**NORTHERN TRUCK EQUIPMENT CORP.**

BY Wade Johnson

Buyer

(Name of Individual, Company or Political Subdivision)

TITLE Branch Manager

(Name and Title of Official)

**Jennifer Pickett**

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**From:** David Rheault  
**Sent:** Monday, February 26, 2018 7:49 AM  
**To:** Jennifer Pickett  
**Subject:** FW: Rearload Dumpster pricing

**From:** Michael Deutschman [mailto:olympicsales4@gmail.com]  
**Sent:** Friday, February 23, 2018 3:12 PM  
**To:** David Rheault <DRheault@FargoND.gov>  
**Cc:** Greg Krutsinger <olympic@i29.net>  
**Subject:** Rearload Dumpster pricing

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

Hello Dave,

Rearload Containers, We Stock these in brown, white will need to be ordered.

1 1/2 Yard - \$630.00  
2 Yard - \$720.00  
3 Yard - \$860.00  
4 Yard - \$1,040.00  
6 Yard - \$1,323.00  
8 Yard - \$1,523.00

--  
Thank you,

**Michael Deutschman**



Phone: 1-701-281-8221  
Cell: 1-701-866-6100  
Fax: 1-701-277-9998

[www.olympicsalesinc.com](http://www.olympicsalesinc.com)  
[www.northlandtrucksales.com](http://www.northlandtrucksales.com)

SANITATION PRODUCTS  
1402 41<sup>ST</sup> ST. NW  
FARGO ND 58102  
701-282-0296

March 01, 2018

PAR-KAN REAR LOAD REFUSE CONTAINERS

1 CUBIC YARD #RL100	\$575.00
1 ½ CUBIC YARD #RL150	\$575.00
2 CUBIC YARD #RL200	\$700.00
3 CUBIC YARD #RL300	\$870.00
4 CUBIC YARD #RL400	\$1010.00
6 CUBIC YARD #RL600	\$1310.00
8 CUBIC YARD #RL800	\$1675.00

PRICES ON CONTAINERS INCLUDE LID ASSEMBLY AND CASTERS UP TO 3 YARD CONTAINERS

STANDARD COLOR IN STOCK IS BROWN. OTHER COLORS AVAILABLE UPON REQUEST

PRICE DOES NOT INCLUDE FREIGHT. DISCOUNTS MAY APPLY FOR TRUCKLOADS

\*\*\* PRICE SUBJECT TO CHANGE WITHOUT NOTICE \*

\*\*

**Jennifer Pickett**

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**From:** David Rheault  
**Sent:** Friday, February 23, 2018 11:30 AM  
**To:** Jennifer Pickett  
**Subject:** FW: dumpster \$  
**Attachments:** PAR KAN.docx

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**From:** MaeLoni Scherer [mailto:mayo@spi-nd.com]  
**Sent:** Friday, February 23, 2018 11:29 AM  
**To:** David Rheault <DRheault@FargoND.gov>  
**Subject:** dumpster \$

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

Take \$50.00 off the price and that is what you guys would pay.  
Also we do not stock the white containers and it would take 4-6 weeks to get them in.  
Let me know if you need anything else.

Thanks,  
Mayo

*Thank you and have a great day!!*  
*Mae Loni Scherer*  
*Parts Manager*  
*Sanitation Products Inc*  
*1402 47th St NW*  
*Fargo, ND 58102*  
*[mayo@spi-nd.com](mailto:mayo@spi-nd.com)*  
*Phone 701-282-0296*  
*Fax 701-277-1149*

(14)

## REPORT OF ACTION

### UTILITY COMMITTEE

Project No. SW18-01

 Type: Wenck Associates Task Order  
 Former Landfill Waste Excavation  
 and Current Landfill Partial Closure

Location: Solid Waste Division – Landfill

Date of Hearing: 03/01/18

<u>Routing</u>	<u>Date</u>
City Commission	03/12/18
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order from Wenck Associates for consultant engineering work related to SW18-01 Former Landfill Waste Excavation and Current Landfill Partial Closure Project.

Within the 2018 Solid Waste budget are funds for the next phase of the proposed 20-year landfill reclamation and reuse project. Project SW 1801 is a waste excavation project at the former landfill and a concurrent partial closure project at the current landfill. The budgetary estimate of \$3,100,000 includes the waste excavation of the Cell #19 area, waste excavation of the future scale house area and partial closure of approximately 10 acres at the current landfill.

The Task Order Scope of Services has been divided in to three phases:

<b>Phase 01</b>	<b>Design, Specifications, Bidding Assistance</b>	<b>\$ 32,172</b>
<b>Phase 02</b>	<b>Project Management and Construction</b>	<b>\$ 134,714</b>
	<b>Quality Assurance Oversight</b>	
<b>Phase 03</b>	<b>Construction Documentation Report</b>	<b>\$ 7,273</b>
	<b>Total</b>	<b>\$ 174,159</b>

The major cost component is the on-site personnel requirement. Wenck is proposing to have a field technician onsite for approximately 50 hours per week for 6 weeks and a Certified Asbestos Inspector available for 50 hours per week for 10 weeks as required by the North Dakota Department of Health for all waste excavation activities. Industry standards for similar engineering services are typically 8 to 10% of construction costs; Wenck's proposed cost is approximately 5.6% and includes the mandated asbestos inspection component.

Given that the proposal falls within industry standards and that the overall project costs are within the parameters of 2018 Solid Waste budgeted amount, Solid Waste staff recommended moving forward with the proposed task order.

#### **MOTION:**

On a motion by James Hausauer, seconded by Troy Hall, the Utility Committee voted to approve the attached task order with Wenck Associates to provide Consultant Engineering Services for Project SW18-01.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Anthony Gehrig, City Commissioner	X	X		X
Mark Bittner, Director of Engineering	X	X		
Brenda Derrig, Assistant City Engineering	X	X		
Kent Costin, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Bruce Grubb, Enterprise Director	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				

ATTEST:

  
 Terry Ludlum  
 Solid Waste Utility Director

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



## ***MEMORANDUM***

To: Utility Committee  
From: Terry Ludlum, Solid Waste Utility Director *TL*  
Date: February 22, 2018  
Subject: Wenck Associates Task Order: Project SW 18-01 Former Landfill  
Waste Excavation and Current Landfill Partial Closure

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Within the 2018 Solid Waste budget are funds for the next phase of the proposed 20-year landfill reclamation and reuse project. **Project SW 1801** is a waste excavation project at the former landfill and a concurrent partial closure project at the current landfill as shown on the attached map. Specifically, the budgetary estimate for the waste excavation of the Cell #19 area is \$1,200,000; waste excavation of the proposed scale house area is \$1,400,000; and partial closure of approximately 10 acres at the current landfill is estimated at \$500,000. Please note that these budgetary costs include proposed engineering fees estimated at 10% of project costs.

### **Project SW 1801:**

Waste Excavation Cell #19 Area	\$ 1,200,000
Waste Excavation Future Scale House Area	\$ 1,400,000
Partial Closure of Existing Landfill	<u>\$ 500,000</u>
<b>Total</b>	<b>\$ 3,100,000</b>

Attached for your reference is a proposed **Task Order from Wenck Associates** for engineering services related to Project SW 1801. The **Scope of Services** has been divided in to three phases with associated task costs as shown below:

<b>Phase 01</b>	Design, Specifications, Bidding Assistance	\$ 32,172
<b>Phase 02</b>	Project Management and Construction Quality Assurance Oversight	\$ 134,714
<b>Phase 03</b>	Construction Documentation Report	<u>\$ 7,273</u>
<b>Total</b>		<b>\$ 174,159</b>

As provided within the proposal, the major cost component is within **Phase 02** and is the on-site personnel requirement. The project is estimated to take approximately fourteen (14) weeks to complete. Wenck is proposing to have a field technician onsite for approximately 50 hours per week for 6 weeks and a Certified Asbestos Inspector available for 50 hours per week for 10 weeks. North Dakota Department of Health rules require that a Certified Asbestos Inspector be onsite during all waste excavation activities. It is anticipated that with portions of the waste excavation and closure project occurring concurrently, Wenck will need some overlap of staff time between the mandated asbestos inspector and the field technician.

Please note that the hourly projections are estimates and that Wenck will only charge for actual onsite hours. Onsite hours will be logged on a daily basis for billing and project tracking.


Industry standards for similar landfill project management and construction oversight are typically 8 to 10% of construction costs; Wenck's proposed cost is approximately 5.6% of the anticipated construction cost and includes the mandated asbestos inspection component.

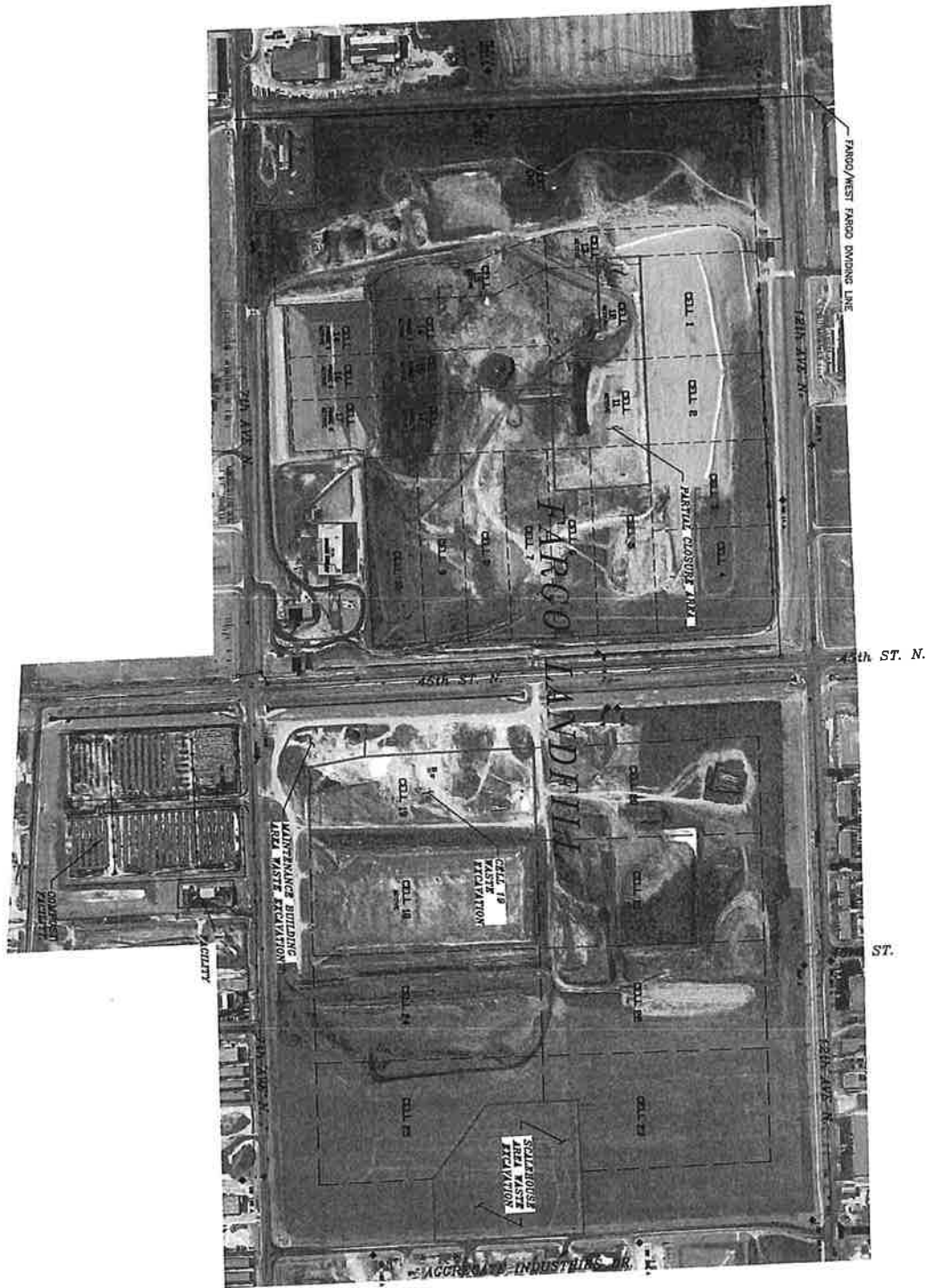
Given that Wenck's proposal falls within industry standards for similar projects and that the overall project costs are within the parameters of 2018 Solid Waste budgeted amount, Solid Waste staff recommends moving forward with the attached proposed task order for Project SW18-01 Former Landfill Waste Excavation and Current Landfill Partial Closure.

Your attention in this matter is certainly appreciated.

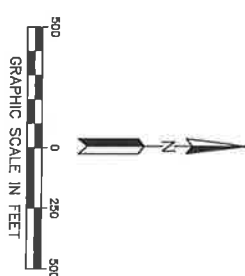
### **Recommendation**

Approve the attached task order from Wenck Associates to provide Consultant Engineering Services for Project SW18-01 Former Landfill Waste Excavation and Current Landfill Partial Closure.

REV	REVISION DESCRIPTION	DWN	APP	REV DATE	 <p>2001 TROJAN RD. FARGO, NORTH DAKOTA 58103 (701) 277-8800 (701) 277-8801</p> <p>Responsive partner. Exceptional outcomes.</p>	DWN BY CHK'D	APP'D	PROJECT	CITY OF FARGO DIVISION OF SOLID WASTE	SHEET TITLE	PROJECT NO.	SHEET NO.	REV NO.
						TWR	RLH	CELL 19 WASTE EXCAVATION AND PARTIAL FINAL CLOSURE		PROPOSED PROJECT AREAS	0208-148	FIGURE 1	
						DWG DATE	FEB 2018	CLIENT					
						SCALE	AS SHOWN						



- LEGEND
- EXISTING CONTOURS
  - x-x- EXISTING FENCE
  - x—x— TREE LINE
  - x—x— EXISTING MONITORING WELL
  - x—x— EX. SAN. SEWER
  - x—x— EX. STORM SEWER
  - x—x— EXISTING LEACHATE MANHOLE
  - x—x— CELL BOUNDARY
  - x—x— PROPOSED PROJECT AREAS





Responsive partner.  
Exceptional outcomes.

**Landfill Task Order  
Between the City of Fargo  
and  
Wenck Associates, Inc.**

**Task Number:** 0208-0148

**Description:** As requested, Wenck Associates, Inc. will complete the design, bid package preparation, bidding assistance, project management/coordination, construction oversight and construction documentation for partial Evapotranspiration Cover (ET) closure at the existing landfill and excavation of existing waste within future Cell 19 and the future maintenance building area at the Former Landfill along with the proposed scalehouse and customer drop-off area on the east side of the site. The project will consist of design work associated with the ET closure, waste excavation, construction management and construction quality assurance oversight, and construction documentation and will follow the design allowed by the site permit SW-260. Completion of this project will allow for closure of approximately 10 acres, future construction of Cell 19 and the proposed scalehouse and customer drop-off areas and ultimately allowing for additional waste disposal airspace and a permanent access to Cells 18 - 25.

**Scope of Services:**

**Phase 01 - Design, Specifications, Bidding Assistance**

Wenck will complete design and technical specifications for the partial closure and existing waste excavation to comply with federal, and State regulations, and current solid waste permit requirements while offering the necessary flexibility of operations for City staff. Wenck will also provide bidding assistance to the City during the bidding period for the project. Specific activities that will be performed during the design phase are as follows:

1. Attend design meetings with the City of Fargo
2. Determine source of cover soils and quantities needed;
3. Determine necessary grading within closure area
4. Evaluate proper seed mixtures for vegetation on the ET cover
5. Specify construction techniques and soil placement for an ET cover.
6. Determine the depth, quantities and types of soil and waste to be excavated based off existing test pitting and boring information,
7. Complete an options analysis for waste removal within the customer drop-off area, which will subsequently be used to determine future foundation design requirements.
8. Develop a perimeter grading layout to control surface water run-on.
9. Design base of excavation within Cell 19 to provide drainage to one location to allow for ease of temporary pumping.
10. Design of controlled fill placement material for future scalehouse and customer drop-off areas.
11. Develop options for temporary and long-term liquid control for future scalehouse and customer drop-off areas.
12. Complete and submit a work plan to NDDH for review and approval. The Work Plan will detail the following:

Terry Ludlum  
City of Fargo  
February 13, 2018  
Page 2

- o Preliminary discussions with North Dakota Department of Health (NDDH) (Air Quality and Solid Waste) on environmental requirements and potential negotiations.
  - o Excavation procedures including: leachate removal, waste removal, odor control, surface water control
  - o Site Health and Safety Plan– training requirements, environmental monitoring, site safety and emergencies.
13. Communicate with NDDH on any necessary changes from proposed permitted layout.
  14. Prepare design plans and technical specifications.
  15. Prepare construction cost estimate.
  16. Provide bidding assistance to the City.
  17. Answer bidder questions as they arise.
  18. Complete executed contract with successful bidder.

#### **Phase 02 - Project Management and Construction Quality Assurance Oversight**

Construction oversight/CQA will be completed to document that the project is constructed to federal, state, and current permit requirements. Wenck will provide a field technician who will complete the necessary environmental monitoring, observe the performance of the contractor, and organize and maintain the necessary information required to document the construction. The field technician will also work closely with the contractor's surveyor to establish survey control for the contractor and to document grades. Also, in accordance with the site's permit, an asbestos supervisor is required on-site during the waste excavation to monitor waste materials and complete the required environmental monitoring.

Specific activities that will be performed during construction are as follows:

1. Conduct a Pre-construction meeting.
2. Coordinate all project activities with the contractor and the City of Fargo.
3. Oversee construction observation personnel during construction activities.
4. Perform weekly progress meetings with on-site personnel and City staff.
5. Review and reply on submittals by contractor.
6. Assist with preparation of necessary change orders.
7. Be available by telephone should any questions come up during construction when on-site observer is not present.
8. Ensure project is completed per federal, state, and current solid waste permit requirements.
9. Verify quantities to be used in determining contractor payments.
10. Ensure materials are properly handled when encountered; soils excavated and placed properly, excavation sideslopes maintained, minimum and maximum grades are constructed, field moisture density testing, etc.
11. For the days, our observer is on site, observation of contractor progress and equipment on site.
12. Daily records of progress and work completed for the days our observer is on site.
13. Complete required environmental monitoring
14. Keep construction photograph log.
15. Collect required soil samples.
16. Work with surveyor to establish survey control and document construction

Terry Ludlum  
City of Fargo  
February 13, 2018  
Page 3

record locations and grades.  
17. Document quantities.

Wenck has planned for a 14-week construction duration and plan to have an asbestos inspector available for 10 weeks at 50 hours per week and a field technician available for approximately 50 hours per week for 6 weeks. It is anticipated that some construction quality assurance items related to the closure portion of the project will be completed during the waste excavation portion of the project, thus Wenck has included some overlap of staff time between the asbestos inspector and the field technician.

It should be noted that current state rules require a certified asbestos supervisor be onsite during waste excavation projects but that the state has allowed use of a certified asbestos inspector for past projects at the Fargo Landfill and we are anticipating the same for this project.

### **PHASE 03 - CONSTRUCTION DOCUMENTATION REPORT**

Wenck will prepare a construction documentation report for this project, which includes key personnel, soil testing data, survey documentation, construction record drawings, photographs, and information collected during the construction. A narrative describing the construction sequence that summarizes the daily field notes will be included rather than the actual field notes. As built drawings, will consist of revised design drawings that have been marked with construction record details/modifications and not entirely redrafted. Wenck will be working with the contractor's surveyor for grade documentation and will rely on them to provide the necessary grade documentation.

The documentation of the construction will be completed as the project progresses. This will allow a prompt submittal of the documentation report to NDDH, as well as the City. The documentation report will consist of:

1. Summary of construction noting any special circumstances or deviation from contract plans and specifications;
2. Summary of quality assurance testing and procedures;
3. Summary of environmental monitoring procedures and results
4. Survey documentation;
5. Construction photos; and
6. Record drawings.
7. Final certification to NDDH.

The report will contain a summary statement certifying the construction was performed per the approved plans, specifications, and permit. A professional engineer registered in North Dakota will sign the summary statement. Wenck will provide copies of the documentation report, for review and approval by NDDH regulators. Wenck assumes that six copies of the report will be sufficient.

### **Project Team:**

Rodney Ambrosie will provide certification of the completed project for regulatory approval. Joanna Larson will provide senior level quality assurance. Marlon Mackowick will provide engineering design oversight. Wenck associates Client

Terry Ludlum  
City of Fargo  
February 13, 2018  
Page 4

Manager Randy Hanson and Project Manager (Scott Olson) will handle the administrative role for project. They will be responsible for managing the project, budget, and weekly updates.

**Associated Fees:**

Wenck has prepared a detailed breakdown of the estimated hours and fees associated with this project and are included on the attached table. The rates provided are on an hourly basis with no increase due to overtime. It is assumed that the hours associated with this proposal are accurate for the estimated design requirements and a construction period of 14 weeks. Third party laboratory costs will be billed directly to the City, Wenck will provide the City with the anticipated costs.

The work will be completed per our current contracted rates. The estimated cost will not be exceeded without prior approval. Wenck will carefully monitor costs and advise the City of Wenck's budget status as part progress updates. The billing is based on an hourly basis for only hours worked.

Wenck Associates, Inc. estimates the level of effort to complete this work to be approximately \$174,159.

**Task Costs:**

01 - Design, Specifications, Bidding Assistance	\$ 32,172
02 - Project Management and Construction Quality Assurance Oversight &	\$ 134,714
03 - Construction Documentation Report	\$ 7,273
<b>Total</b>	<b>\$ 174,159</b>

Approved:



Rodney W. Ambrosie, CEO  
Wenck Associates, Inc.

Terry Ludlum, Solid Waste Utility  
Director  
City of Fargo



Randy L. Hanson, Principal  
Wenck Associates, Inc.

**Deliverable and Date:**

Wenck Associates, Inc. is ready to start on the design portion of the project as soon as approved and will work with the City on a bid opening date and tentative construction schedule.

**Table 1**  
**Estimated Fees**  
**Waste Excavation and Partial Closure Project -**  
**Design, Bidding Assistance, Construction Management and CQA Services**  
**City of Fargo Landfill**  
**Permit SW-260**

Phase Task	Certifying Engineer	Senior QC/QA	Client Manager	Project Engineer	Project Manager	Asbestos Inspector	Field Technician	CADD	Clerical	Labor Total	Expenses	Technology Fee 5%	Total
<b>1 1. Design, Specifications, Bidding Assistance</b>													
Design	2	12	20	18	36			6		\$15,806		\$791	\$16,597
Project Specifications		2	3	5	18				3	\$4,716		\$236	\$4,952
Update Work Plan		1	1		3			1	2	\$1,108		\$56	\$1,164
Construction Drawings	2	2	2	2	1			45		\$7,005		\$351	\$7,356
Bidding Assistance			2	2	6			2	2	\$2,002		\$101	\$2,103
<b>2 2. PM/CQA Oversight</b>													
	2		112	32	196	500	300			\$127,156	\$1,200	\$6,358	\$134,714
<b>3 3. Documentation Report</b>													
	2	2	1	2	10		25	16	2	\$6,926		\$347	\$7,273
<b>Totals:</b>	<b>8</b>	<b>19</b>	<b>141</b>	<b>61</b>	<b>270</b>	<b>500</b>	<b>325</b>	<b>70</b>	<b>9</b>	<b>\$164,719</b>	<b>\$1,200</b>	<b>\$8,240</b>	<b>\$174,159</b>
<b>TOTAL:</b>													<b>\$174,159</b>

**Note:**

Laboratory fees to be paid directly by the City  
 Assumed 14 Week Construction Period  
 - Asbestos Inspector 50 hrs/week for 10 weeks  
 - Field Technician 50 hrs/week for 6 weeks





(15)

REPORT OF ACTION**UTILITY COMMITTEE**

Project No. WA1709

Type: Downtown Water Tower Improvements

Location: Water Treatment Plant

Date of Hearing: 3/1/2018

<u>Routing</u>	<u>Date</u>
City Commission	3/12/18
Project File	


Troy Hall, Water Utility Director, presented regarding the attached purchase agreement for property located just west of Water Tower No. 1. The property address is 1112 7<sup>th</sup> Avenue North in Fargo. On March 13, 2017, the City Commission approved a Water Utility plan to replace the three oldest water towers in the downtown/NDSU area with a single, larger water tower (2 million gallon). Water Utility staff has been working to secure a site for the new water tower since that time. Since the larger tower will require more space due to the larger tank, the purchase of the property at 1112 7<sup>th</sup> Avenue North will provide that added space. The purchase price is \$150,000. Funding for the new water tower is a line item in the 2018 budget.

**MOTION:**

On a motion by Terry Ludlum, seconded by Jim Hausauer, the Utility Committee voted to approve the purchase of property at 1112 7<sup>th</sup> Avenue North in the amount of \$150,000 pending a purchase agreement drafted by City of Fargo legal counsel.

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

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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

**PURCHASE AGREEMENT**

**THIS AGREEMENT**, made and entered into by and between **Carlos Perez** and **Kelly S. Perez**, husband and wife, and **Paul N. Perez** and **Paula M. Perez**, husband and wife, are the identified owners of the property located at 1112 7<sup>th</sup> Avenue North in Fargo North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter "City" or "Buyer",

**WITNESSETH:**

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

Lot Two (2), Block One (1), Fargo Park District North Maintenance  
Addition to the city of Fargo, County of Cass, State of North Dakota.

(Address of said property is 1112 7<sup>th</sup> Avenue North, Fargo, North Dakota).

**WHEREAS**, Buyer has identified Seller's property as desirable for purposes of undertaking a water tower upgrade in close proximity to the structure; and

**WHEREAS**, the city of Fargo Utility Committee approved the purchase of the subject property on March 1, 2018: and

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

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

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

2. Purchase Price. The purchase price for the Property is One Hundred Fifty Thousand Dollars (\$150,000).

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

4. Salvage. Seller shall be allowed to remove from the property the items identified on Exhibit A, at no cost to Seller. City further allows Seller to salvage those items identified in Exhibit B in exchange for payment in an amount to be determined, if any. City shall provide a cost for each item, and Seller shall provide a list of all items removed from the house and make payment to City. Seller shall remove all items in a professional manner, and engage a contractor if necessary. Seller agrees to remove all salvage items prior to giving City possession of the property.

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

*CP*  
*Remove*  
*\$68*

those that will be handled at closing).

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

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, which date shall be no later than September 1, 2018. City shall take possession of the property at closing.

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


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

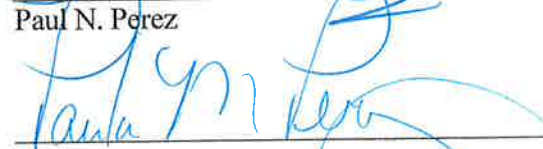
DATED this 7<sup>th</sup> day of MARCH, 2018.

SELLER:

  
Carlos Perez

  
Kelly S. Perez

  
Paul N. Perez

  
Paula M. Perez

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

BUYER:  
CITY OF FARGO, NORTH DAKOTA  
a municipal corporation

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



REPORT OF ACTION**UTILITY COMMITTEE**

16ab

Project No. WA1301

Type: Project WA1301 Change  
Orders – Two Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 3/1/18

<u>Routing</u>	<u>Date</u>
City Commission	3/12/18
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, and Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor. The total proposed cost increase is \$211,683.61. In the change order proposals, there are 13 listed changes with the two contractors, but they involve a significant number of detailed, specific changes. Two of the higher cost changes with WMI were added compressed air lines for valve actuation and add water service lines to process equipment. Overall, Water Utility staff suggests that the MWTP construction project is going well and about a month behind schedule.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 3.32% from the original bid price. However, only 2.00% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
No. 3 – Electrical Construction	JDP Electric, Inc.	\$16,821,411.00
<b>TOTAL</b>		<b>\$103,690,295.00</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Number</u>	<u>Change Order Cost</u>
No. 1 – General Construction	Alberici Constructors, Inc.	15	\$91,395.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	13	\$131,677.54
No. 3 – Electrical Construction	JDP Electric, Inc.	-	\$0.00
<b>TOTAL</b>			<b>\$223,072.54</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,845,480.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,933,085.83
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,356,684.00
<b>TOTAL</b>		<b>\$107,135,249.88</b>

There was a \$1,388.93 error in one of the Wrigley Mechanical, Inc. line items that was discovered after the Utility Committee meeting in preparation for putting on the City Commission agenda. Since this item is time sensitive for construction, Water Utility staff made the correction for the City Commission packet. Water Utility staff wants to acknowledge the discrepancy for the permanent record. The line item was the pump replacement in the valve vault, which is Item No. 1 in the Wrigley change order. The change order paperwork from AE2S was correct in the Utility Committee packet.

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

**MOTION:**

On a motion by Brian Ward, seconded by Jim Hausauer, the Utility Committee voted to approve the proposed change orders with all three contractors in a total amount of \$223,072.54 for the Membrane Water Treatment Plant.

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

ATTEST:

  
 Troy B. Hall  
 Water Utility Director

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



**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)**MEMORANDUM**

February 23, 2018

To: Utility Committee

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

Re: WA1301 Change Orders – Membrane Water Treatment Plant

**Introduction**

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

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

<b><u>Contract</u></b>	<b><u>Contractor</u></b>	<b><u>Bid Price</u></b>
No. 1 – General Construction	Alberici Constructors, Inc.	\$80,044,884.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$6,824,000.00
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>\$16,821,411.00</u>
<b>TOTAL</b>		<b>\$103,690,295.00</b>

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

<b><u>Contract</u></b>	<b><u>Contractor</u></b>	<b><u>Bid Price</u></b>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,754,085.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,801,408.29
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	<u>\$17,356,684.00</u>
<b>TOTAL</b>		<b>\$106,912,177.34</b>

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

<b><u>Contract</u></b>	<b><u>Contractor</u></b>	<b><u>Number</u></b>	<b><u>Change Order Cost</u></b>
No. 1 – General Construction	Alberici Constructors, Inc.	15	\$91,395.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	13	\$130,288.61
<u>No. 3 – Electrical Construction</u>	<u>JDP Electric, Inc.</u>	-	<u>\$0.00</u>
<b>TOTAL</b>			<b>\$221,683.61</b>

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

<u>Contract</u>	<u>Contractor</u>	<u>Bid Price</u>
No. 1 – General Construction	Alberici Constructors, Inc.	\$81,845,480.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	\$7,931,696.90
No. 3 – Electrical Construction	JDP Electric, Inc.	\$17,356,684.00
<b>TOTAL</b>		<b>\$107,133,860.95</b>



Pneumatic (air-operated) valve actuators - in yellow - for the Reverse Osmosis feed pumps and cleaning systems. Air supply lines will be added to pneumatic valves through-out the MWTP as a change order. Photo from February 23, 2018.

#### MWTP Project Status Related Change Orders and Overall Cost

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



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

- Industry average: **3% to 5% of bid price**
- Typical Project Goal: **<2% of bid price**
- Excellent Project: **<1% of bid price**
- Percentages for change order costs reflect (1) Errors & Omissions and (2) Owner Requested

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

- Prior to Current CO Recommendations: **3.11%**
- Adjusted Value Prior to Current CO Recommendations: **1.94%**
- After Current CO Recommendations: **3.32%**
- Adjusted Value After Current CO Recommendations: **2.16%**
- Total Adjusted Value Dollar Amount – West Fargo: \$1,206,585.00 (Different funding source)
  - Generator Switchgear – West Fargo: \$137,816.00 (previously approved CO)
  - 7<sup>th</sup> Reverse Osmosis Train – West Fargo: \$1,068,769.00 (previously approved CO)

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

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

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

Since the construction of the MWTP is approaching completion, startup of the front-end process equipment will begin the week of February 26, 2018. Permanent electrical power is now available to the new building, enabling start-up activities to begin. The MWTP is scheduled to be operational in the summer of 2018. Currently, most of the construction is to the interior of the building, including process piping installation, equipment installation, electrical installation, and mechanical/HVAC installation. The building is enclosed and being heated sufficiently for work to take place over the winter.

A complicating factor for the MWTP construction is the agreement in July, 2015, to provide drinking water to West Fargo. With the addition of West Fargo, Water Utility staff needs to gauge what design adjustments should be recommended for the MWTP, looking at the best long-term interest of the City and customers.

These adjustments in most cases will be cost increases. Two significant cost changes attributed to West Fargo water service have previous approval – 7<sup>th</sup> Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

#### Detailed Summary of Change Orders

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

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Grit Dock Demo and Modifications (WCD 23)	\$41,982.00	Several Modifications
2	Core Holes for Ammonia and Chlorine to HSPS	\$3,820.00	Connect to existing pipes
3	Grit Dock Structural Connections (WCD 24)	\$2,096.00	Structural Integrity
4	Sodium Hydroxide Fill Station Panel (WCD 25)	\$4,571.00	Consistency - Old Plant
5	Generator Building Louver Framing (WCD 26)	\$14,022.00	Code Requirement
6	Sodium Hydroxide Vent Lines	\$16,242.00	Added & Long Route
7	Ozone Injection Inlet Valves (WCD 27)	\$8,662.00	Employee Safety
<b>Total – Contract No. 1 Change for Change Order No. 15</b>		<b>\$91,395.00</b>	

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

<u>No.</u>	<u>Item</u>	<u>Cost</u>	<u>Reason</u>
1	Replace Vault Pump	\$823.00	Operate Elevated Valves
2	Added Compressed Air Lines (WCD 07)	\$83,276.89	Numerous Changes
3	Added Service Water Lines (WCD 08)	\$38,226.47	Numerous Changes
4	Server Room Additional Work	\$3,485.36	Routing Conflicts
5	Reroute Waste Vents in Lobby	\$4,476.89	Vent Reroute
6	Increase Service Water Line Size to 3 Process Areas	\$0.00	Multiple Changes
<b>Total – Contract No. 2 Change for Change Order No. 9</b>		<b>\$130,288.61</b>	

#### Plan of Financing

The contract changes under this agenda item will result in an overall cost increase of \$221,683.61 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North Dakota Department of Health (NDDH). The \$30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

#### **SUGGESTED MOTION:**

Approve the contract change orders with two contractors in the total amount of \$221,683.61 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.



February 22, 2018

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

**Re: Change Order No. 15**  
**Contract No. 1 Fargo Membrane WTP and Improvements**  
**City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 15 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. Additional details and modifications are needed at the new grit dock location where the new and existing building will connect to provide a complete the pass-through from the existing WTP to the new grit dock, which will include additional demo for the new overhead door that will be installed in the existing wall at the new grit dock area, cast in place concrete jamb extensions will be added for this new overhead door, a new HVAC opening will be cut through the existing wall, and addition of a drain pit in the scissor lift pit for water drainage.
2. Two holes will be cored through the north concrete wall of the Membrane WTP for the chlorine and ammonia feed lines to pass through and reconnect with the existing site pipes to supply the High Service Pump Station.
3. The grit dock structural connections between the beams and wall in the hallway east of the grit dock area will be modified from a beam pocket connection to a bolted connection with anchors embedded in the wall.
4. A steel back plate will be added to the sodium hydroxide fill station in place of thickening the concrete behind the area within the loading dock.
5. The Generator Building louver openings (two total) will be modified to accommodate the fire/smoke dampers as required to meet code requirements.
6. PVC Vent lines will be added to the sodium hydroxide tanks in the lower level of the Membrane WTP and routed up through the operating level chemical feed area to exit the building with the other tank vent pipes.
7. Isolation valves will be added upstream of the two ozone injection skids to allow for isolation of the injection skids from the ozone gas line during maintenance activities.

Mr. Troy Hall

Re: **Change Order No. 15**

**Contract No. 1 Fargo Membrane WTP and Improvements**

**City of Fargo Project #WA1301**

**February 22, 2018**

Page 2 of 2

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

<u>Item</u>	<u>Cost</u>
1. PCO 163 – Grit Dock Demo and Modifications (WCD 23)	\$41,982.00
2. PCO 176 – Core Holes for Ammonia and Chlorine to HSPS	\$3,820.00
3. PCO 193 – Grit Dock Structural Connections (WCD 24)	\$2,096.00
4. PCO 219 – Sodium Hydroxide Fill Station Panel (WCD 25)	\$4,571.00
5. PCO 222 – Generator Building Louver Framing (WCD 26)	\$14,022.00
6. PCO 227 – Sodium Hydroxide Vent	\$16,242.00
7. PCO 261 – Ozone Injection Inlet Valves (WCD 27)	\$8,662.00

**Total for Change Order No. 15 =**

**\$91,395.00**

Upon the City of Fargo's acceptance of Change Order No. 15, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

**AE2S**



Ben Julson, PE  
Project Engineer

# Change Order

No. 15

Date of Issuance: 02/22/2018Effective Date: 03/12/2018

Project: Fargo Membrane WTP and Improvements

Owner: City of Fargo

Owner's Contract No.: WA1301

Contract: Contract No. 1 – General Construction

Date of Contract: 04/27/2015

Contractor: Alberici Constructors Inc.

Engineer's Project No.: P00803-2009-25

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

**CHANGE IN CONTRACT PRICE:****CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 80,044,884.00Original Contract Times: ☐ Working days ☐ Calendar days

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 14:\$ 1,709,201.05

[Increase] [Decrease] from previously approved Change Orders

No. \_\_\_\_\_ to No. \_\_\_\_\_:

— Substantial completion (days): \_\_\_\_\_

— Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

\$ 81,754,085.05

Contract Times prior to this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

\$ 91,395.00

[Increase] [Decrease] of this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

\$ 81,845,480.05

Contract Times with all approved Change Orders:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)By: \_\_\_\_\_  
Owner (Authorized Signature)By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_



February 22, 2018

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

**Re: Change Order No. 13  
Contract No. 2 Fargo Membrane WTP and Improvements  
City of Fargo Project #WA1301**

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 13 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The failed sump pump in the Sheyenne Raw Water Valve Vault was replaced with a similar pump from the Membrane WTP.
2. Compressed air piping headers will be added in both the operating and lower levels to supply the necessary compressed air to the pneumatic valves in each process area throughout the operating and lower levels of the building as well as additional drop lines for connection to the individual valves by the General Contractor.
3. Service water piping will be added to supply the seal water stations for the Raw Water Jet Mix, Sludge Handling Pumps and RO Concentrate Pumps, supply flushing water to the Water Quality Panels in the RO CIP Area, and multiple other connections around the building for flushing of instrument panels.
4. Modification to the duct work in the server room was completed to correct conflicts with other items in the room. This work was completed on a time and materials basis.
5. The waste vent pipe passing through the west entrance area will be rerouted to be placed within the mechanical chase.
6. HVAC duct work will be modified in hallway 4166 (new hallway in existing WTP) which will include additional duct demo, deletion of fire dampers, and other minor duct work modifications. These changes result in a zero cost change.

Mr. Troy Hall

Re: **Change Order No. 13**

**Contract No. 2 Fargo Membrane WTP and Improvements**

**City of Fargo Project #WA1301**

**February 22, 2018**

Page 2 of 2

---

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

<u>Item</u>	<u>Cost</u>
1. PCO 187 -- Replace Vault Pump	\$2,211.93
2. PCO 244 -- Added Compressed Air Lines (WCD 07)	\$83,276.89
3. PCO 245 -- Added Service Water Lines (WCD 08)	\$38,226.47
4. PCO 262 -- Server Room Additional Work	\$3,485.36
5. PCO 263 -- Reroute Waste Vent in Lobby (WCD 09)	\$4,476.89
6. PCO 273 -- Hallway HVAC Changes	\$0.00

**Total for Change Order No. 13 = \$131,677.54**

Upon the City of Fargo's acceptance of Change Order No. 13, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and Wrigley Mechanical, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S



Ben Julson, PE  
Project Engineer

# Change Order

No. 13

Date of Issuance: 02/22/2018Effective Date: 03/12/2018

Project: Fargo Membrane WTP and Improvements

Owner: City of Fargo

Owner's Contract No.: WA1301

Contract: Contract No. 2 – Mechanical Construction

Date of Contract: 04/27/2015

Contractor: Wrigley Mechanical Inc.

Engineer's Project No.: P00803-2009-25

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

**CHANGE IN CONTRACT PRICE:**

Original Contract Price:

\$ 6,824,000.00[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 12:\$ 819,826.02

Contract Price prior to this Change Order:

\$ 7,801,408.29

[Increase] [Decrease] of this Change Order:

\$ 131,677.54

Contract Price incorporating this Change Order:

\$ 7,933,085.83**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)By: \_\_\_\_\_  
Owner (Authorized Signature)By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Funding Agency (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_

EJCDC No. C-941 (2002 Edition)

Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the  
Associated General Contractors of America and the Construction Specifications Institute.



(17)

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**REPORT OF ACTION**


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**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

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Project No. MS-17-A0

Type: Decisions on Final Roadway Design

Location: 52 Avenue S – 45 St to Sheyenne St Date of Hearing: 2/20/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/12/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the attached communication from Transportation Division Engineer, Jeremy Gorden, regarding the selection of our preferred design alternative.

The Project Review Committee is recommending the following:

- 4-lane concrete roadway with raised median throughout,
- Traffic signals at Veterans Boulevard and 63rd Street,
- Modifying the roundabout at Sheyenne Street for added lanes on its east side,
- Reduced Conflict U-Turn intersections (RCUT) at 47th Street, 53rd Street and 53rd Avenue S,
- Full movement T-intersections between 63rd Street and Sheyenne Street.
- Remove the Drain 27 bridge and replace it with two new bridges, and
- Remove the Sheyenne River bridge and existing water control structure (dam) attached to the bridge and replace them with a new bridge and new water control structure.

On a motion by Ben Dow, seconded by Steve Dirksen, the Committee voted to approve the project concepts as proposed, to approve Alternative B, the 4-lane design, as the project design alternative, and selected Optional Work Item 3 which to include RCUT intersections at 47th Street, 53rd Street, and 53rd Avenue S.

**RECOMMENDED MOTION**

Concur with the recommendations of PWPEC and approve the 52nd Avenue S street reconstruction design decisions as outlined above.

**PROJECT FINANCING INFORMATION:**

Recommended source of funding for project: Federal Highway funds, Special Assessments, Water Utility Funds, and Street Sales Tax funds

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

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

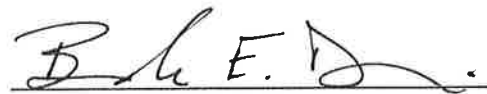
PWPEC ROA  
2/20/18 -- Page 2

COMMITTEE

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  
Kent Costin, Finance Director

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

ATTEST:



Brenda E. Derrig, P.E.  
Division Engineer

DRAFT DOCUMENTED CATX

# RECONSTRUCTION

Project No.

PCN

SU-8-984(164)  
MS-17A0 (City of Fargo)

22007

52<sup>nd</sup> Ave S – Sheyenne St east to 45<sup>th</sup> St S

**52nd Ave S**

---

Prepared by

CITY OF FARGO ENGINEERING DEPARTMENT  
FARGO, NORTH DAKOTA

<http://www.fargond.gov>

DIVISION ENGINEER - TRANSPORTATION  
Jeremy Gorden, PE

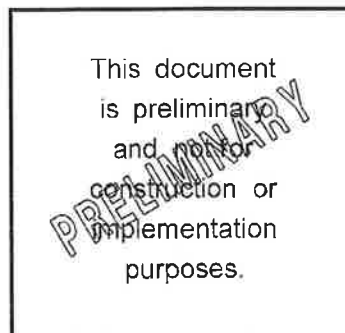
Principal Author: Houston Engineering Inc.  
Environmental Reviewer: Kent Leben, NDDOT LGD  
February 2018

## RECONSTRUCTION

52<sup>nd</sup> Ave S – Sheyenne St east to 45<sup>th</sup> St S

## ***CERTIFICATION***

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of North Dakota. This document was originally issued and sealed by NAME, Registration number PE-NUMBER on MM/DD/YY and the original document is stored at the City of Fargo Engineering Department.



\_\_\_\_\_  
Name, P.E.

\_\_\_\_\_  
Date

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### Appendices

Appendix A	Solicitation of Views
Appendix B	Endangered Species Act Determination Table
Appendix C	Wetland Impact Table
Appendix D	Additional Attachments

### Documents Appended by Reference and Available on Request thru the NDDOT Filenet

Scoping Report  
 Wetland Delineation Report  
 Cultural Resources Report  
 Noise Report  
 Public Involvement Report  
 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 1  
 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 2  
 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 3  
 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 4

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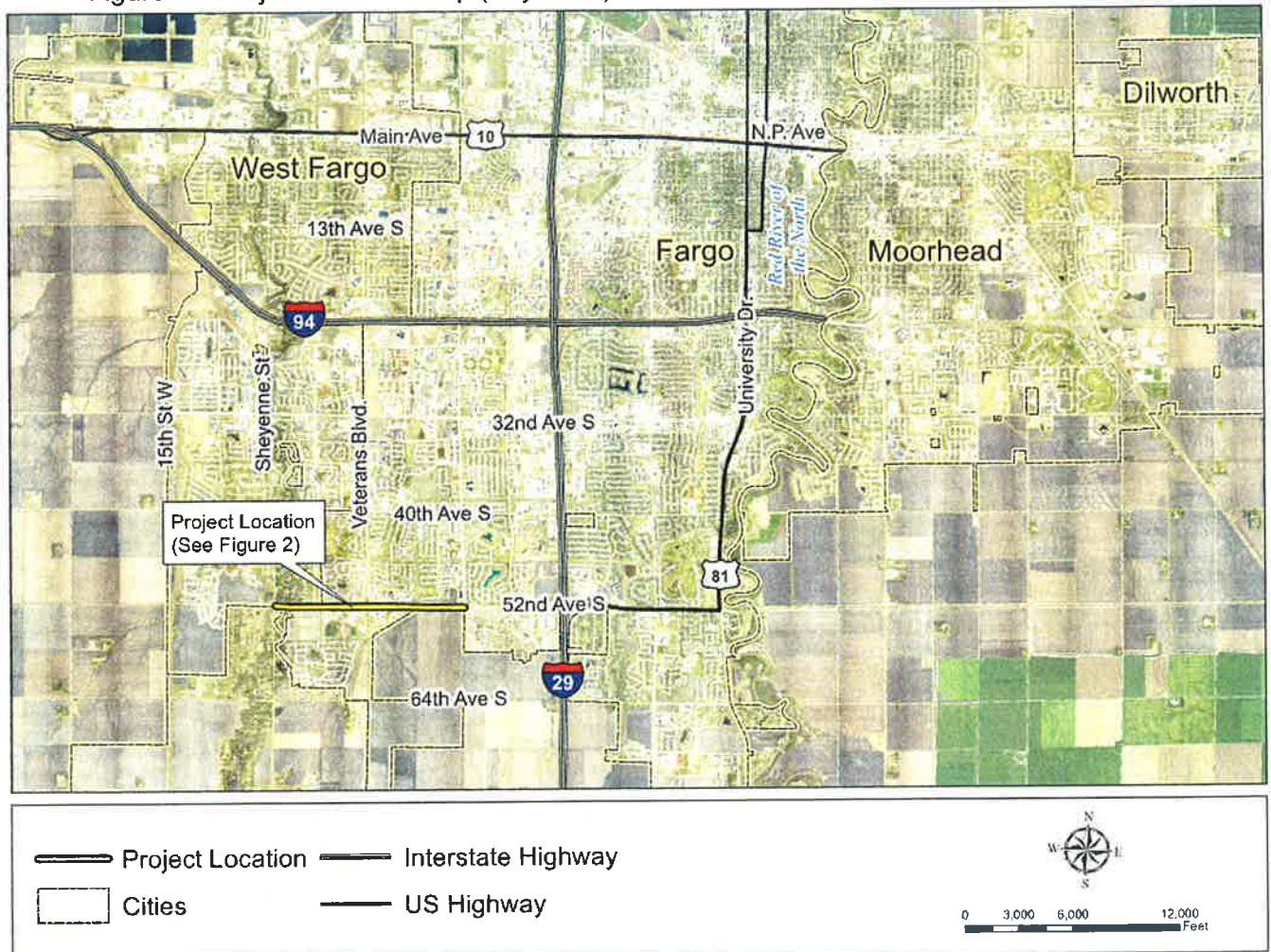
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## Executive Summary

### A. Project Description

Highway: 52<sup>nd</sup> Ave S (Cass County Highway 6)  
District: Fargo  
Limits: Sheyenne St to 45<sup>th</sup> St S

Figure 1 – Project Location Map (City Wide)





### Figure 2 – Project Location Map

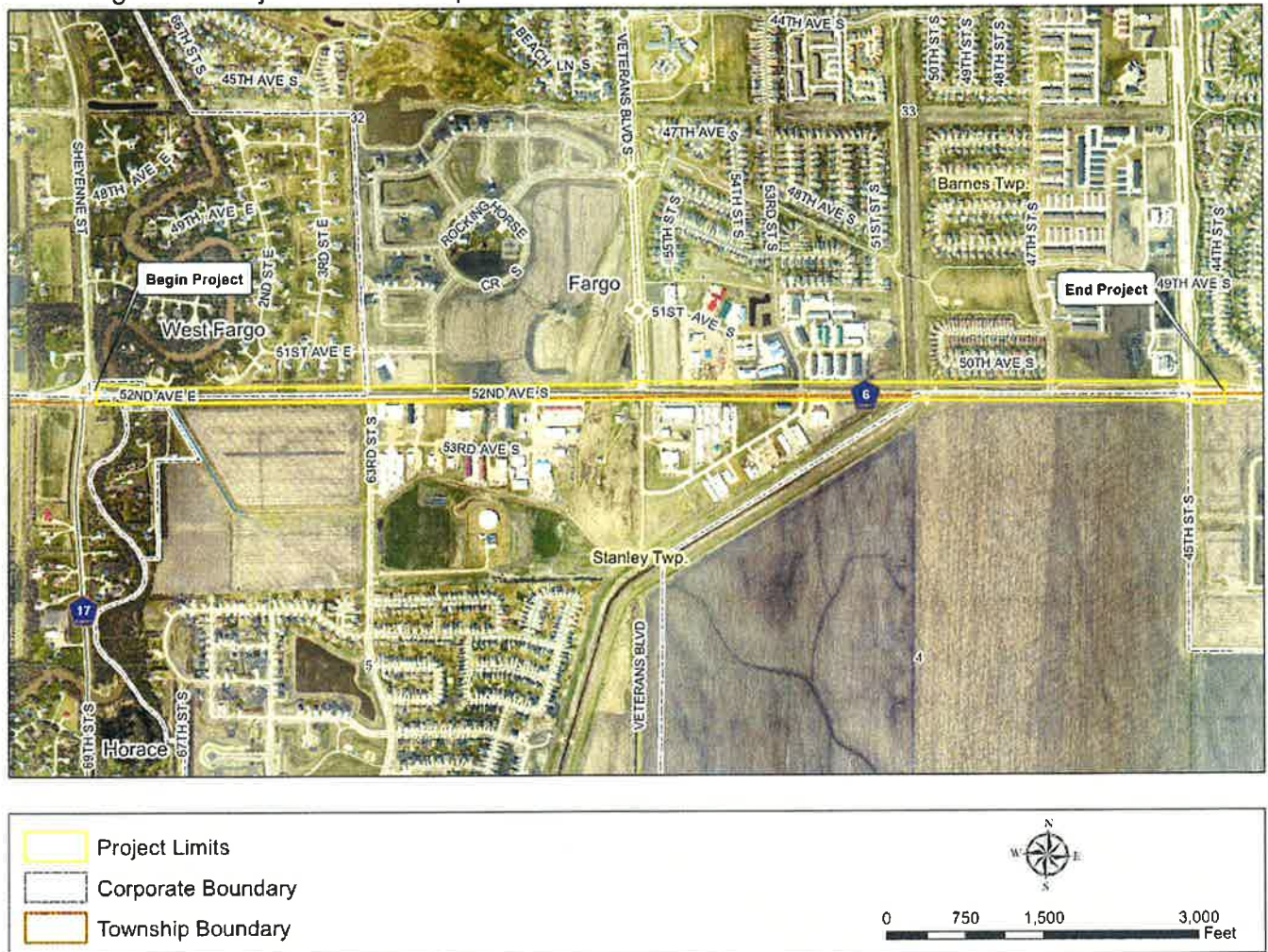




Table 1 - Traffic Data

	Year	Location	Passengers	Trucks	Totals
Current	2015	Sheyenne St to 63 <sup>rd</sup> St S	5,610	235	5,845
		63 <sup>rd</sup> St S to 53 <sup>rd</sup> Ave S	7,240	300	7,540
		53 <sup>rd</sup> Ave S to Veterans Blvd	7,635	320	7,955
		Veterans Blvd to 53 <sup>rd</sup> St S	7,660	320	7,980
		53 <sup>rd</sup> St S to 45 <sup>th</sup> St S	11,365	475	11,840
Forecast	2040	Sheyenne St to 68 <sup>th</sup> St S	12,095	505	12,600
		68 <sup>th</sup> St S to 63 <sup>rd</sup> St S	13,055	545	13,600
		63 <sup>rd</sup> St S to 53 <sup>rd</sup> Ave S	15,360	640	16,000
		53 <sup>rd</sup> Ave S to Veterans Blvd	15,650	650	16,300
		Veterans Blvd to 53 <sup>rd</sup> St S	17,185	715	17,900
		53 <sup>rd</sup> St S to 47 <sup>th</sup> St S	18,430	770	19,200
		47 <sup>th</sup> St S to 45 <sup>th</sup> St S	19,775	825	20,600

## B. Project Schedule

Project: SU-8-984(164)  
MS-17A0 (City of Fargo)  
Plans Complete: August 17, 2018  
Bid Opening: November 16, 2018

## C. Purpose of Project

The purpose of the project is to reconstruct and improve 52<sup>nd</sup> Ave S from Sheyenne St in the City of West Fargo east to 45<sup>th</sup> St S in the City of Fargo to serve as an important link in the multimodal transportation system. Thereby, accommodating the long-term growth and development within the project area by addressing capacity needs, level of service (LOS), pavement condition and pedestrian infrastructure. See the 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 3 for additional details.

#### D. Need for Project

Due to continued growth within the cities of Fargo, West Fargo, and Horace, 52<sup>nd</sup> Ave S from Sheyenne St to 45<sup>th</sup> St S has seen an increase in average daily traffic (ADT). The increased traffic demand has reduced the overall LOS of the corridor, as well as, caused deterioration of the pavement conditions. The corridor is needed to serve as an important link in the multimodal transportation system for continued economic growth. As there are no existing pedestrian facilities within the corridor, several communities lack walkable connections to local facilities. See the 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 3 for additional details.

##### Existing Conditions:

The section of 52<sup>nd</sup> Ave S within the project limits is on the NDDOT Urban Roads Program and is currently a 45 mph, two-lane rural highway, classified as a Minor Arterial per the 2008 Functional Classification map, published by the North Dakota Department of Transportation (NDDOT) Planning and Programming Division and Federal Highway Administration (FHWA). Other Minor Arterials intersecting the 52<sup>nd</sup> Ave S within the project corridor are Sheyenne St and 45<sup>th</sup> St S. The intersection with Sheyenne St is a single lane roundabout, while the 63<sup>rd</sup> St S (temporary span wire system installed after existing traffic volumes were collected) and 45<sup>th</sup> St S are signalized. See Figure 2 for the intersection locations. All other intersections are stop controlled on the approach roadway.

From September 1, 2012 to August 31, 2017, there have been 41 crashes within the project corridor. Thirty of the crashes occurred at the intersections of Sheyenne St, Veterans Boulevard, 47<sup>th</sup> St S and 45<sup>th</sup> St S with 52<sup>nd</sup> Ave S. Two-thirds of the crashes were property damage only with the remaining crashes involving minor injuries. There were no fatalities or serious injury crashes within the project corridor during the study period. Analysis of the data indicates the crashes are not attributable to site conditions.

The existing traffic volumes within the project corridor range from 5,854 (average daily traffic, ADT) at Sheyenne St to 11,840 ADT at 45<sup>th</sup> St S, with approximately 4% being truck traffic. Within the project limits there are 11 access points.

- Sheyenne St (single lane roundabout)
- McMahon Estates Circle (full access, approach road stop control)
- 68<sup>th</sup> St S (full access, approach road stop control)
- 63<sup>rd</sup> St S (signalized, temporary span wire)
- 61<sup>st</sup> St S (full access, approach road stop control)
- 53<sup>rd</sup> Ave S (full access, approach road stop control)
- Veterans Boulevard (full access, approach road stop control)
- 53<sup>rd</sup> St S (full access, approach road stop control)
- 47<sup>th</sup> St S (full access, approach road stop control)
- Driveway East of 47<sup>th</sup> St S Accessing North Parcel
- 45<sup>th</sup> St S (signalized)

The 52<sup>nd</sup> Ave S corridor study analyzed and documented the existing traffic conditions within Technical Memorandum 1 – Existing and Forecast Conditions, dated January 23, 2018. The overall LOS throughout the corridor ranges from A to C with intersection LOS

ranging from A to F. LOS is defined as a system of ranking performance using average stop delay per vehicle. Acceptable levels of service are considered LOS D, or better. See Table 2 for a summary of LOS descriptions.

Table 2 – Level of Service Descriptions

LOS	Average Delay (s/veh)	
	Signalized	Unsignalized
A	≤10	≤10
B	>10-20	>10-15
C	>20-35	>15-25
D	>35-55	>25-35
E	>55-80	>35-50
F	>80	>50

To evaluate the existing conditions, peak hour turning movement volumes were collected in September 2017 at all intersecting roadways with 52<sup>nd</sup> Ave S for both the AM and PM peak hour. Through the analysis it was determined the existing corridor is generally providing an acceptable LOS. However, there are fairly long delays at some of the unsignalized approach roadways, including the northbound approach at 63<sup>rd</sup> St S, the northbound approach at Veterans Boulevard, and the southbound approach at 53<sup>rd</sup> Ave S. Each of these intersections had at least one movement at LOS "F" in either the AM or PM peak hour. Table 3 summarizes the existing LOS for each intersection within the project corridor. The turning movement LOS shown is for the worst approach leg within the intersection. Additional details regarding existing and forecasted traffic conditions can be found in the 52<sup>nd</sup> Ave S Corridor Study – Technical Memorandum 1.

Table 3 – Existing 52<sup>nd</sup> Ave S Level of Service

Intersection		Level of Service (LOS)			
Control	Location	Overall		Turning Movement	
		AM	PM	AM	PM
Roundabout	Sheyenne St	B	A	D	A
Thru-Stop	63 <sup>rd</sup> St S	-	-	F	D
Thru-Stop	53 <sup>rd</sup> Ave S	-	-	D	C
Thru-Stop	Veterans Blvd	-	-	E	F
Thru-Stop	53 <sup>rd</sup> St S	-	-	F	E
Thru-Stop	47 <sup>th</sup> St S	-	-	D	E
Signalized	45 <sup>th</sup> St S	B	C	C	D

Through the project corridor, the right-of-way width varies from 150' near Sheyenne St to 200' near 45<sup>th</sup> St S. The existing roadway consists of an eastbound and westbound 12' wide thru lane, 8' wide shoulders and 4:1 to 5:1 inslopes. The pavement section consists of 10" hot bituminous pavement within the center 24' of the roadway. The 8' wide shoulders consist of 4" hot bituminous pavement on 6" blended Class 3 aggregate. See Figure 3 for the existing typical section.

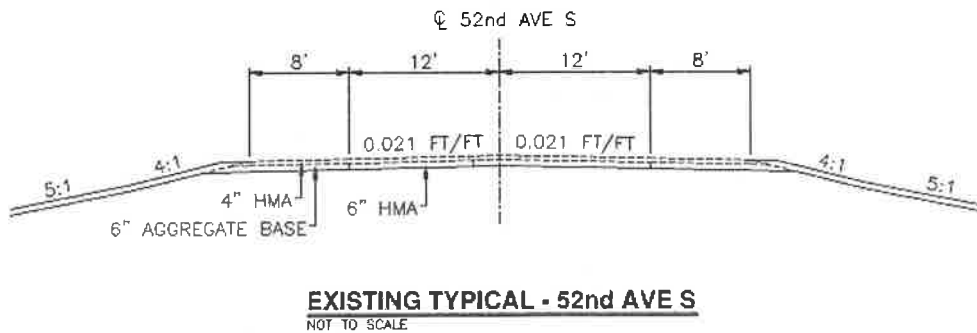
Figure 3 – 52<sup>nd</sup> Ave S Existing Typical Section

Table 4 shows the location of existing auxiliary lanes along 52<sup>nd</sup> Ave S.

Table 4 – Existing 52<sup>nd</sup> Ave S Auxiliary Lanes

Intersection	Eastbound		Westbound		
	Left Turn Lane	Right Turn Lane	Left Turn Lane	Right Turn Lane	Bypass Lane
63 <sup>rd</sup> St S	X	X	X	X	
61 <sup>st</sup> St S				X	
53 <sup>rd</sup> Ave S		X			X
Veterans Blvd	X	X	X	X	X
53 <sup>rd</sup> St S	X	X	X	X	X
47 <sup>th</sup> St S	X			X	
45 <sup>th</sup> St S	X				

Since the roadway was originally constructed in 1971, maintenance projects have been completed to maintain the functionality of the roadway. In 2016, the pavement condition within the project limits was rated poor to good.

#### 52<sup>nd</sup> Ave S Construction History

- 1971: Grading, and 6" bituminous pavement
- 2001: Widening, and 4" bituminous pavement overlay

#### Pavement Condition

- IRI (International Roughness Index): 88.7 in/mi to 175.5 in/mi (poor to good)
- RQI (Ride Quality Index): 72.32 to 85.99 (satisfactory to good)
- PQI (Pavement Quality Index): 78.60 to 92.99 (satisfactory to good)

The existing 52<sup>nd</sup> Ave S alignment contains a 2° horizontal curve immediately east of the Sheyenne River, which meets the current design standards for a 45 mph design speed. There are no existing vertical curves within the project limits.

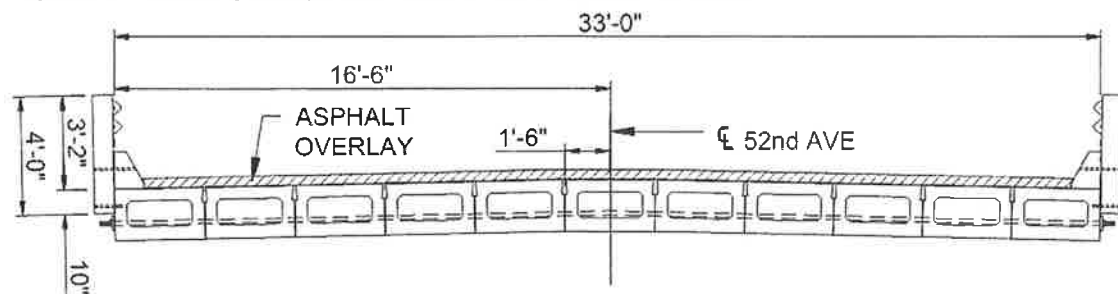
The only existing dedicated bicycle/pedestrian facilities along the corridor are a section of shared use path along the north side of 52<sup>nd</sup> Ave S between 47<sup>th</sup> St S and 45<sup>th</sup> St S as well as marked crosswalks and pedestrian ramps at the intersections of 52<sup>nd</sup> Ave S with 45<sup>th</sup> St S and Sheyenne St. Several approach roadways within the project corridor have sidewalks that terminate at or near 52<sup>nd</sup> Ave S. There is also an existing shared use

path paralleling the west bank of Drain 27 that terminates at the north right-of-way limits of the corridor.

Go2030, the Fargo Comprehensive Plan, designates a number of “catalyst projects” with associated initiatives and design recommendations. Two of these projects are located partially within the project corridor. First, the segment of 52<sup>nd</sup> Ave S between Veterans Boulevard and 45<sup>th</sup> St S is designated as an Active Living Street, which is described in Go2030 as a key corridor within the city with the potential to support multiple modes of transportation, incorporate green storm water infrastructure, and become a great public space with attractive streetscapes. Additionally, the alignment of Drain 27, which crosses 52<sup>nd</sup> Ave S is identified as part of the All Season City-Wide Trail Loop in the comprehensive plan, which is intended to connect neighborhoods and walkable mixed use centers for users who are walking, biking, and potentially cross-country skiing.

There are two existing structures within the project limits. Str No 09-139-30.0 crosses the Sheyenne River at the western extent of the project. The existing 109' long 3-span bridge is a prestressed concrete 21" x 36" adjacent box beam bridge and was constructed in 1971. The structure has a clear deck width of 30.8' and an out-to-out width of 33.1'. The deck consists of an asphalt overlay surface directly on the adjacent box beam surface. The original bridge guardrail system, which is still in service, is a W-Beam guardrail and metal post system anchored directly to the exterior box beam face. See Figure 4 Sheyenne River Existing Bridge Typical Section.

Figure 4 – Existing Sheyenne River Bridge Typical Section



The structure has a sufficiency rating of 82.2 and was last inspected in February of 2016. See below for a summary of the National Bridge Inventory (NBI) remarks of the current condition of the structure from previous inspections.

- Both north wings have been stabilized with sheet pile and riprap
- West abutment/span 1: hairline crack, spall under beam seat 1 & 3, and beam 1 has spalling and exposed prestress strand.
- North ends of pier 2 & pier 3 caps are cracked
- East abutment/span 3: beam 1, 2, and 9 have spalling and exposed prestress strands
- NE wingwall is cracked and undermined
- Driving surface: asphalt overlay has random cracking

An independent structural inspection was conducted by HEI in January of 2018. The inspection revealed the noted issues above and some further deterioration of the bridge components. The east end-span exterior beams showed significant deterioration due to

chloride exposure including an exposed severed prestressing strand on each beam shown in Figure 5.

Figure 5 – Existing Sheyenne River Bridge Exterior Beam Damage



The bridge has an integrated hydraulic gated control structure on the south side of the bridge. The control structure consists of two 16'x4' gates located within the middle span and are mounted directly to the face of the piers. The end spans contain a sloped vertical wall that channels the water through the middle span gates. There is also an independent intake structure located on the east bank of the Sheyenne River, approximately 40' south of the bridge. The intake structure serves as a secondary water source for the City of Fargo. The gates on the bridge are operated by the City of Fargo under permits with the State Water Commission to aid in the control of the Sheyenne River water level to help with pumping at the intake structure.

Str No 09-140-30.0 crosses Drain 27 west of 45<sup>th</sup> St S. There is a lift station located southeast of the bridge about 100' south of the section line and 70' east of the quarter section line. The storm sewer lift station outlet pipe is a 66" CMP which daylights into Drain 27 west of the lift station. The existing 66' long single-span bridge is a prestressed concrete box beam bridge and was constructed in 1982. The structure has a clear deck width of 37.1' and an out-to-out width of 39.4'. The deck consists of an asphalt overlay surface. The existing bridge spans over County Drain 27. The structure has a

sufficiency rating of 100.0. See below for a summary of NBI remarks of the current condition of the structure from previous inspections.

- New guardrail and safety shapes installed in 2001
- Approach barrier separating from bridge barrier, has plates installed
- Channel reshaped in 2011
- Minor hairline cracking in faces of exterior girders
- Rough approaches, roadway has settled at both ends
- Southwest guardrail post is bent to the south

Local drainage throughout the corridor is facilitated by a roadway ditch network. Fifteen culverts through the approach roadways carry the local drainage to either the Sheyenne River or Drain 27. There is also an existing 66" storm sewer that conveys a portion of the runoff from 52<sup>nd</sup> Ave S between 45<sup>th</sup> St S and Drain 27 to a combined gatewell and storm sewer pump station located in the Drain 27 spoil embankment, which provides storm drainage during non-flooding and flooding conditions. Lastly, there is an existing storm sewer in the 52<sup>nd</sup> Ave S boulevard between 53<sup>rd</sup> Ave S and Drain 27 which conveys runoff from this portion of 52<sup>nd</sup> Ave S as well as the commercial development south of 52<sup>nd</sup> Ave S between Veterans Boulevard and Drain 27 to an existing gatewell near the 52<sup>nd</sup> Ave S crossing of Drain 27. There is no existing pump station at this location. A detailed hydraulic analysis will be completed as part of the final design.

Existing utilities identified within the project limits include buried fiber optic, buried electric, buried gas, buried television, and overhead power lines. Existing utilities primarily parallel 52<sup>nd</sup> Ave S within the north and south ditch and backslope. There are also 36 utility crossings within the project limits.

#### Deficiencies:

- Existing pavement conditions are deteriorating impacting the functionality of the roadway.
- The existing two lane, rural, roadway configuration is unable to efficiently handle forecasted traffic demands as the City continues to grow in the region.
- Lack of pedestrian connectivity.
- High approach roadway delays resulting in a projected LOS below LOS D.
- Geometrically deficient structures to accommodate forecasted traffic.

#### E. Scope of Work

2018 STIP:	\$15,936,000
2018 Corridor Study:	\$19,660,000 - \$21,620,000
2018 Documented CatEx:	\$24,240,000 - \$26,550,000

## F. Description of Alternatives

### 1. Alternative A: No Build

The No-Build Alternative would leave the corridor in its current condition with no improvements. This Alternative does not address the existing deficiencies within the project corridor, including poor intersection level of service (LOS) and deteriorating pavement conditions. As traffic volumes are expected to nearly double by the year 2040, the existing conditions will continue to deteriorate resulting in decreased LOS throughout the corridor. It is anticipated the existing roundabout at Sheyenne St and 52<sup>nd</sup> Ave S will operate at LOS "F" in the AM peak hour and LOS "E" in the PM peak hour. The northbound and southbound approaches at 63<sup>rd</sup> St S, Veterans Boulevard, and 53<sup>rd</sup> St S are also expected to operate at a LOS "F" during the AM and PM peak hour, while the southbound approach at 47<sup>th</sup> St S is expected to operate at a LOS "F" during the AM and PM peak hour. Continued maintenance measures will also be needed to maintain the functionality of the roadway. This Alternative does not meet the purpose and need of the project. The probable cost to construct Alternative A is \$0.

### 2. Alternative B: Four-Lane Urban Corridor

This Alternative would reconstruct 52<sup>nd</sup> Ave S from Sheyenne St east to 45<sup>th</sup> St S to a four-lane, urban section, accommodating long term growth and development in the project area. The reconstructed corridor would meet a design speed of 45 mph and provide necessary lane capacity for the increased traffic volumes, while providing pedestrian facility connectivity. The intersection configurations under this Alternative are:

- Sheyenne St – Install northbound to eastbound right turn lane and westbound to northbound right turn lane.
- McMahon Estates Circle – Full access, approach road stop control.
- 68<sup>th</sup> St S – Realign approximately 550' east of existing location, full access, approach road stop control.
- 63<sup>rd</sup> St S – Signalized.
- 61<sup>st</sup> St S – Remove access point.
- 53<sup>rd</sup> Ave S – Install north leg of intersection, full access, approach road stop control.
- Veterans Boulevard – Signalized.
- 53<sup>rd</sup> St S – Full access, approach road stop control.
- 47<sup>th</sup> St S – Install south leg of intersection, full access, approach road stop control.
- 45<sup>th</sup> St S – Maintain existing signalized intersection.

Alternative B would also replace Str No 09-139-30.0 (Sheyenne River Crossing) and Str No 09-140-30.0 (Drain 27 Crossing) to accommodate the four-lane section and shared use paths. See Figure 6 for the corridor layout.



### Figure 6 – Alternative B: Corridor Layout





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The probable cost to construct Alternative B is \$24,750,000.

#### Geometry

52<sup>nd</sup> Ave S will be widened from an existing two lane rural roadway to a four lane, divided urban section. The eastbound roadway will be reconstructed near the location of the existing roadway. While the westbound roadway will be constructed to the north. The lane configuration will consist of two thru lanes for the eastbound and westbound roadways with turn lanes as listed in Table 5.

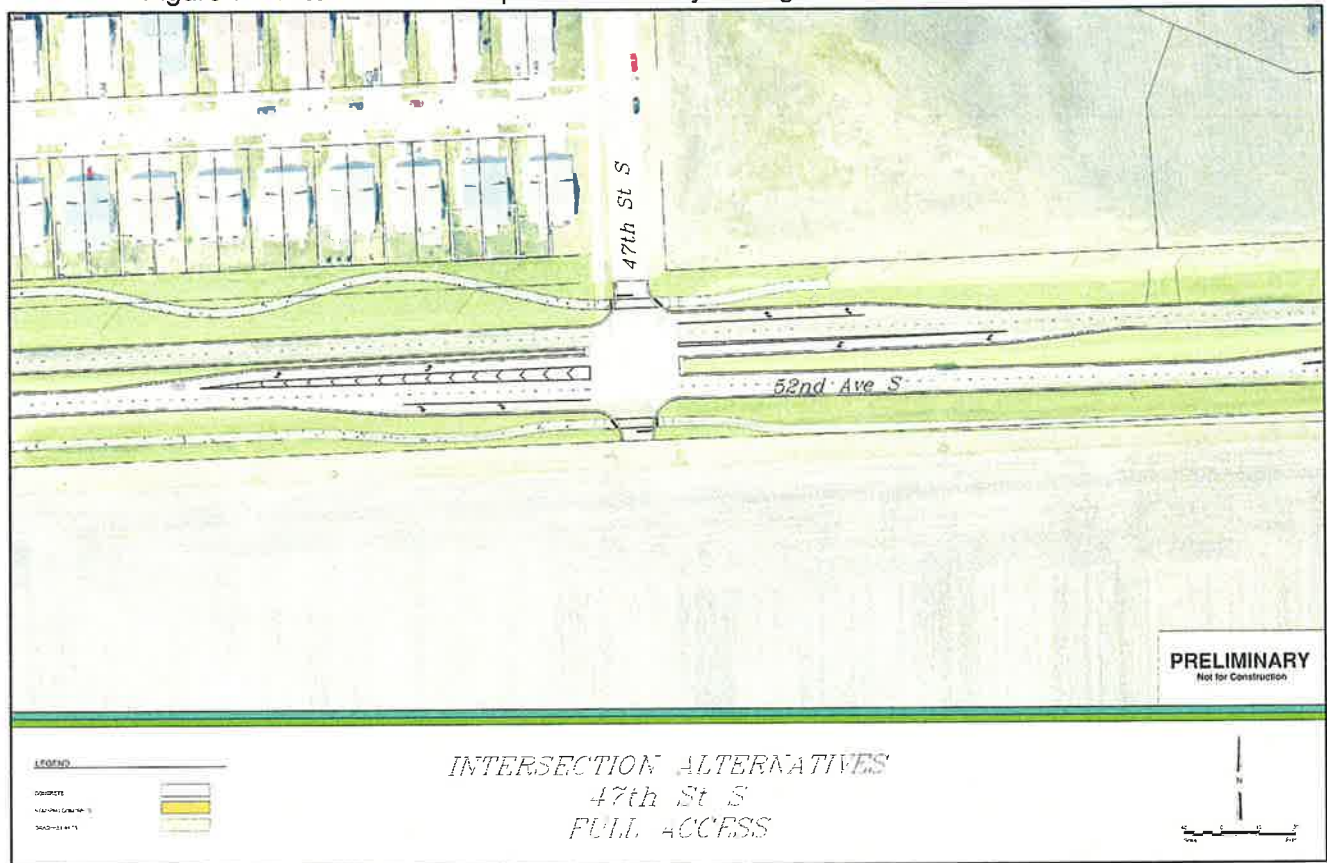
Table 5 – Alternative B: Auxiliary Lanes

Intersection	Eastbound		Westbound	
	Left Turn Lane	Right Turn Lane	Left Turn Lane	Right Turn Lane
68 <sup>th</sup> St S		X	X	
63 <sup>rd</sup> St S	X	X	X	X
53 <sup>rd</sup> Ave S	X	X	X	X
Veterans Blvd	X	X	X	X
53 <sup>rd</sup> St S	X	X	X	X
47 <sup>th</sup> St S	X	X	X	X
45 <sup>th</sup> St S	X	X	X	X

Turn lane lengths will be designed to meet NDDOT Standards for Traffic Operations as well as NDDOT Design Manual for deceleration and queue length. A raised median will also be installed from Sheyenne St to 45<sup>th</sup> St S separating the eastbound and westbound roadways. See Figure 7 for the proposed roadway configuration.



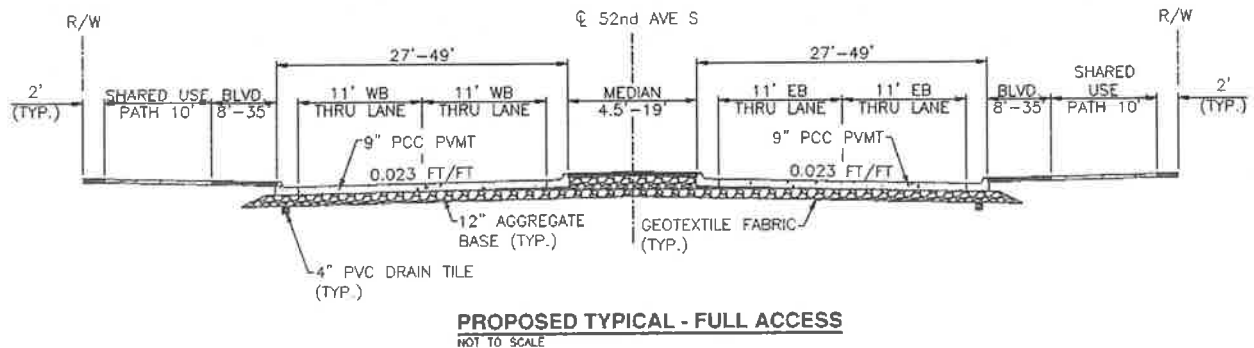
Figure 7 – Alternative B: Proposed Roadway Configuration



#### Typical Section

The reconstructed roadway will consist of 9" of concrete pavement on a 12" aggregate base meeting City of Fargo standards. Edge drains will also be installed to improve drainage of the subgrade. The eastbound and westbound roadway will consist of two 11' wide driving lanes with additional 11' wide turn lanes as listed under the geometric section above. A raised median varying in width from 4.5' to 19' will separate the eastbound and westbound roadways. A 10' wide shared use path will also be installed 2' inside the north and south right of way lines paralleling 52<sup>nd</sup> Ave S while maintaining a minimum 8' wide grass boulevard. See Figure 8 for the proposed typical section.

Figure 8 – Alternative B: Proposed Typical Section



Due to the roadway widening, the existing roadway ditch system will be impacted. To maintain lot drainage, 52<sup>nd</sup> Ave S will be lowered, where feasible, to allow drainage from the adjacent lots to flow to the street inlets. The minimum inlet elevation will be set at 905.2 (6" below the Base Flood Elevation (BFE) of 905.7). When setting the final elevation of the roadway, the adjacent land elevations will also be considered to minimize snow accumulation on the roadway, thereby reducing winter maintenance costs. Where it is not practical or feasible to lower the roadway to provide lot drainage, a drainage swale with boulevard inlets will be installed to adequately drain the adjacent lots.

#### Pedestrian Facilities

Under this alternative, a 10' wide shared use path will be installed paralleling 52<sup>nd</sup> Ave S as described under the Typical Section above. East/west pedestrian crossings will be provided at all intersections within the project corridor, while north/south movements will be restricted to Sheyenne St, 63<sup>rd</sup> St S, Veterans Blvd and 45<sup>th</sup> St S. An additional grade separated pedestrian crossing will be installed along the west bank of Drain 27. The Drain 27 crossing structure will be lengthened to maintain a minimum of 12' of horizontal and 8' of vertical clearance.

From Drain 27 east to 45<sup>th</sup> St, the shared use path south of 52<sup>nd</sup> Ave S will be raised to elevation 911 to provide flood protection to a 100 year event plus freeboard. The path offset from the south curb line will be set based on the a 10:1 boulevard slope. The elevation of the roadway will be determined by balancing the shared use path offset and adjacent drainage.

#### Drainage

This Alternative will install a storm sewer network within the 52<sup>nd</sup> Ave S corridor. A trunk storm sewer line will be installed within the boulevard with inlets and lead pipes installed at the roadway low points and on-grade locations as necessary. Additional inlets will be installed within the boulevards to capture lot drainage as needed. Inlet capacity and storm sewer pipe sizing will be verified during final design for a precipitation event design frequency of two to five years. The storm sewer will be designed to be operational during flood events.

It is anticipated the majority of the area west of 63<sup>rd</sup> St will connect to and drain through the existing storm sewer network south of 52<sup>nd</sup> Ave S along 63<sup>rd</sup> St S.

However, a small portion of the roadway near the Sheyenne River crossing will likely discharge into the existing Sheyenne River water intake channel south of 52<sup>nd</sup> Ave S. The area east of 63<sup>rd</sup> St S and west of 53<sup>rd</sup> Ave S will drain to a new storm sewer network installed along the south leg of Veterans Boulevard. This new storm sewer will discharge into the existing Sheyenne River water intake channel near the intersection of Veterans Boulevard and the Drain 27 embankment. A proposed combined gravity gatewell and storm water pump station is currently under development by others as part of a separate City of Fargo project at this location.

The gatewell/pump station will be adequately designed to accommodate the additional drainage area from 52<sup>nd</sup> Ave S and will provide gravity conveyance to Drain 27 during non-flooding periods, and pumped conveyance during periods of flooding in the drain. In addition to the gatewell/pump station, the separate project will improve the water intake at the Sheyenne River as well as modifications to the existing intake channel southeast of the river.

It is expected that the area east of 53<sup>rd</sup> Ave S and west of Drain 27 will continue to drain to the existing gatewell at the 52<sup>nd</sup> Ave S crossing of Drain 27. The existing pipe and gatewell will be analyzed for adequacy. From east of Drain 27 to 45<sup>th</sup> St S, the storm sewer network will flow to the existing lift station in the southeast quadrant of Drain 27 and 52<sup>nd</sup> Ave S. See Figure 9 for the proposed storm sewer network.

Figure 9 – Alternative B: Proposed Storm Sewer Network



### Traffic Operations

Corridor travel times for Alternative B, utilizing signalized and full access intersections, are expected to be approximately 280.6 seconds with an average speed of 31 mph. With 2040 traffic projections, this Alternative results in the intersection LOS as listed in Table 6. The LOS shown for the signalized and roundabout intersections (Sheyenne St, 63<sup>rd</sup> St S and Veterans Blvd) are for the overall intersection. The LOS shown for the approach road stop condition (53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S) is the worst leg of the intersection.



Table 6 – Alternative B: Intersection LOS

Intersection	Type	AM Peak Hour	PM Peak Hour
		LOS (Worst Approach)	LOS (Worst Approach)
Sheyenne St	Roundabout	A	A
63 <sup>rd</sup> St S	Signalized	B	B
53 <sup>rd</sup> Ave S	Full Access	D (SB Leg)	E (NB Leg)
Veterans Blvd	Signalized	A	B
53 <sup>rd</sup> St S	Full Access	F (SB Leg)	F (SB Leg)
47 <sup>th</sup> St S	Full Access	F (SB Leg)	D (SB Leg)
45 <sup>th</sup> St S	Signalized	C	C

If the additional northbound to eastbound right turn and westbound to northbound right turn at the Sheyenne St roundabout are not made, the roundabout is forecasted to operate at LOS F and LOS E in the am and pm peak hours in 2040. Currently the worst leg of the roundabout operates at a LOS D. It is projected the roundabout will operate at a LOS F by the year 2030 if no improvements are made.

#### Utilities

Due to the possibility of lowering the roadway as described under the typical section description as well as installation of storm sewer, it is anticipated underground utilities likely will be impacted as part of the project. Impacts to the overhead power lines are anticipated to be minor. Following City of Fargo standard practice, costs to bury the existing overhead line throughout the corridor will be considered during final design. In addition, the depth of the existing underground utilities will be verified and coordination with the utility owners will be completed to resolve identified conflicts.

#### Right-of-Way

It is anticipated this Alternative will require 4.54 acres of permanent right of way and approximately 1.76 acres of temporary construction easements from 21 parcels are estimated to be needed to construct the shared use path adjacent to the north and south right of way line. The temporary easements were approximated at a 5' to 10' wide strip the length of the project.

#### Structures

This alternative involves the removal and reconstruction of the two existing structures, Str No 09-139-30.0 (Sheyenne River Crossing) and Str No 09-140-30.0 (Drain 27 Crossing) to accommodate the proposed four-lane section and shared use paths.

#### a. Sheyenne River Crossing

##### i. *Options Considered but Removed from Consideration*

##### (a) Widening of Existing Structure

An option to widen the existing bridge to the north to accommodate the proposed roadway was considered. The Sheyenne River crossing is structurally adequate, however it is geometrically inadequate for the proposed roadway section and the anticipated traffic volumes throughout the 52<sup>nd</sup> Ave S corridor. The existing structure is only 33' wide and



provides a clear deck width of 30.8'. It was requested by the City of Fargo that, along with the four-lane roadway, the proposed section feature shared use paths on the north and south sides of 52<sup>nd</sup> Ave. South. In order to accommodate the proposed four-lane section with shared use paths, the bridge deck would need to be over 90' wide. Because of the integrated water control structure located on the south side of the bridge, all widening would need to take place on the north side of the bridge. Because there is an existing asphalt overlay on the structure, the road surface over the widened bridge would result in an asphalt surface finish while the remainder of the corridor will feature a concrete roadway.

See below for a summary of potential issues or design concerns that result in the widening of the existing structure.

- Adjacent box beam superstructure is not a common bridge type in North Dakota and therefore doesn't have a successful track record of widening in the state.
- Adjacent box beam bridge would be difficult to widen due to beams acting as the driving surface and difficulty in matching up the new driving surface with existing (beam cambers).
- Bridge sufficiency rating of 82.2 however there appears to be recent additional deterioration of the 47-year old bridge (i.e. exposed/severed prestressing strands, outdated bridge barrier, failing end slopes, etc.)
- The existing bridge does not properly align with the existing channel creating an issue for debris and proper flow through the gates. The undesirable geometrics of the existing bridge would limit the design of the widening to the north (i.e. skew angle, span lengths, end slopes, etc.)
- Widening of structure to the north would require retrofitting bridge barrier to meet current MASH requirements. This would likely require the replacement of existing south beams as well due to increased loading and anchoring requirements. Analyzing the existing bridge with a new rail system may pose difficult due to insufficient existing data.

Taking into consideration these potential issues and the significant widening required to the north side of the bridge, widening of the existing structure is considered a non-desirable option.

(b) Utilize Existing Bridge for Eastbound Roadway

This option involves keeping the existing Sheyenne River crossing structure in place, constructing a separate pedestrian bridge to the south of the existing structure, and constructing a new bridge to the north for the two westbound lanes and shared use path.

The existing structure would remain in-place to accommodate the required two 11' lanes and 4' shoulders for eastbound traffic. Because the existing asphalt overlay on the structure, the road surface over the eastbound bridge would remain an asphalt surface finish. Due to the

approach roadway reconstruction, the approach guardrail and bridge rail system would be required to be updated to meet current MASH standards. Since the existing bridge rail posts are anchored directly into the side of the exterior box beams, the exterior beams would need to be replaced and designed to accommodate the increased MASH barrier loads. The City of Fargo has also expressed interest in replacing the integrated hydraulic control structure to better accommodate current needs. This would require replacement of the in-place gates and retrofitting structure to current needs, including replacing the slope paving and connection to the existing abutments under the bridge.

To provide access for pedestrians, a separate bridge would be constructed on the south side of the existing bridge. The pedestrian bridge would be a 3-span prestressed concrete beam bridge and would be 175' to 215' feet long (depending on slope recommendations) and would have a 10' clear deck width.

A new 40' clear width deck bridge would be constructed to the north to accommodate the proposed two lanes of westbound traffic and the shared use path. The bridge would be a 3-span prestressed concrete box beam bridge with a length that could range from 110' to 140'. The Geotech recommended end slopes and the type and height of abutment used would dictate the final length of the bridge.

See below for a summary of potential issues or design concerns that result in the discussed option.

- The existing bridge would require retrofitting the bridge rail system to meet current MASH requirements. This would require the replacement of existing south beams as well due to increased loading and anchoring requirements.
- The new exterior girders would need to be designed to accommodate the barrier and asphalt overlay deadload, as well as the live load. As a result, the camber of the new beams would be very difficult to match to the existing beams, thus requiring a thicker asphalt overlay. This raises concerns over the capacity of the existing girders.
- The existing bridge does not properly align with the existing channel creating an issue for debris and proper flow through the gates. The undesirable geometrics of the existing bridge would limit the design of the new bridge to the north (i.e. skew angle, span lengths, end slopes, etc.)
- The hydraulic control structure retrofit would be limited to existing conditions as well as possibly require significant retrofits or repairs to the existing structure.
- The City of Fargo intake structure is located roughly 40' south of the existing bridge. The close proximity presents challenges for the construction of a pedestrian bridge between the structures.

With consideration to the project requirements, this option could be adequate but is not recommended due to the number and severity of the listed concerns, the age of the existing bridge, and the uncertainties that come with retrofitting the existing superstructure.

## ii. *Options Carried Forward*

### (a) Structure Replacement

The structure replacement option would consist of the removal of the existing bridge and hydraulic control structure, and the construction of either one or two 3-span prestressed concrete box beam bridges. This will be analyzed during the design phase based on roadway design selected, traffic phasing, and cost. Each bridge alternative would utilize piers to limit the beam depth to 21" box beams with an 8" cast-in-place concrete deck. It is anticipated that parapet abutments would be needed to minimize bridge length and still provide adequate end slopes. It is possible lightweight fill may be used for the approach roadway to ensure the slope stability of the end slopes is adequate. The bridge will likely be supported on a deep foundation consisting of H-pile below the piers and abutments. An integral hydraulic control structure would be constructed on the south side of the proposed bridge in the center span between piers 1 and 2. The control structure gates would be sized to maximize the efficiency of the structure for the anticipated hydraulic event levels. The probable cost to replace the existing bridge structure and control structure is \$3,150,000.

### Geometry

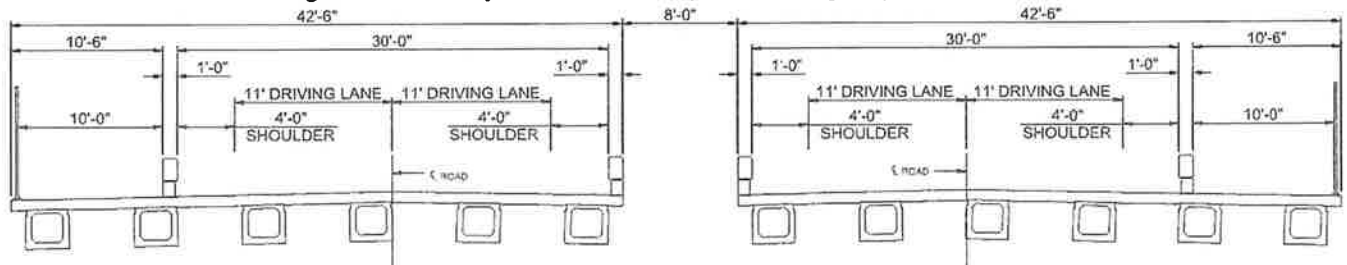
The proposed structure(s) will be 3-span bridge(s) with a maximum length of 150'. The close location of the roundabout to the west end of the bridge possesses some geometric challenges for the structure. In order to keep the bridge out of the roundabout transition, the bridge length will need to be minimized. To minimize the proposed bridge length and provide adequate slope stability, 3:1 end slopes and lightweight fill may be considered. The extents of the lightweight fill would be designed based on the estimated flood elevations to avoid flotation. The proposed structures will be aligned so the bridge will be centered over the Sheyenne River. To better fit the surrounding river banks, the structure(s) will be skewed. The proposed low beam elevation is not anticipated to have a significant change from the existing conditions. Texas Single Slope Barriers meeting current MASH standards are proposed at the shoulder lines and an ornamental railing is proposed on the outside of the multi-use path.

### Typical Section

Each proposed structure has a clear deck width of 40' which includes two-11' driving lanes with 4' shoulders and a 10' shared use path. The separation between the structures will be approximately 8' apart to match the preferred roadway section. The proposed structures will include full guardrail and approach slab transitions. See Figure 10 Sheyenne River Proposed Bridge Typical Sections. If a single structure is chosen, a raised

median would separate traffic in the middle of the deck. The width of the median would be determined during design.

Figure 10 – Sheyenne River Proposed Bridge Typical Sections



b. Drain 27 Crossing

i. *Options Considered but Removed from Consideration*

(a) Widening of Existing Structure

The Drain 27 Bridge is structurally adequate; however, it is geometrically deficient for the proposed roadway section and the anticipated traffic volumes throughout the 52nd Ave S corridor. The existing structure is 66' long. To accommodate the proposed shared use path below the structure, the bridge will need to be lengthened and raised several feet to provide clearance. The bridge will also need to be lengthened to accommodate proposed slopes; a 5:1 (FOS=1.5) preferred end slope was recommended by the geotechnical engineer. The existing structure is 37' wide. It is anticipated the proposed structures would each need to be 42.5' wide for each direction of traffic or one 90' to 100' wide structure to accommodate the proposed median widths. Because of the need to lengthen and raise the bridge for pedestrian clearance this alternative is not considered a viable option.

ii. *Options Carried Forward*

(a) Structure Replacement

The structure replacement option would consist of the removal of the existing structure and the construction of two identical 3-span prestressed concrete box beam bridges. The bridges would be placed 14' to 30' apart depending on the median option selected. Each bridge would utilize piers to limit the beam depth to 21" box beams with an 8" cast-in-place concrete deck. The bridge will likely be supported on a deep foundation consisting of H-pile below the piers and integral abutments. The total estimated structural cost for both structures is \$2,500,000.

Geometry

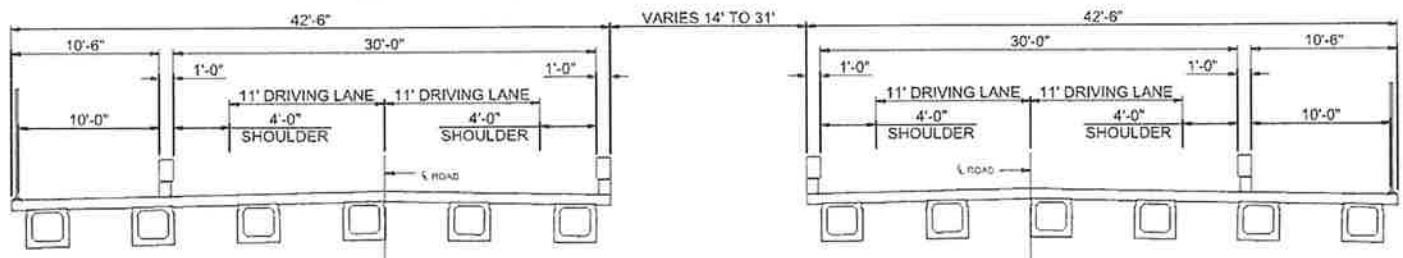
The proposed structures will consist of two identical bridges located over Drain 27. Each structure will be a 3-span bridge with a total length of about 150'. Each structure was sized using 5:1 end slopes to provide a factor of safety of 1.5. If a factor of safety of 1.25 is adequate, the bridge length could be reduced by about 20'. The center span will cross the

Drain 27 channel bottom and the west end span will cross the proposed shared use path. The horizontal alignment of the bridge will remain centered over the Drain 27 channel and the substructure will be aligned with a 0 degree skew. The low beam elevation will be raised to accommodate the vertical clearance requirements of the shared use path. This will raise the low beam elevation to approximately elevation 909.00 and the top of deck elevation to approximately 912.00. This results in a grade raise of approximately 3'. Texas Single Slope Barriers meeting current MASH standards are proposed at the shoulder lines and an ornamental railing is proposed on the outside of the multi-use path.

### Typical Section

Each proposed structure has a total deck width of 42.5' which includes two-11' driving lanes with 4' shoulders and a 10' shared use path. The separation between the structures will depend on the median width but will be 14' to 31' apart to match the preferred roadway section. The proposed structures will include full guardrail and approach slab transitions. See Figure 11 Drain 27 Proposed Bridge Typical Sections.

Figure 11 – Drain 27 Proposed Bridge Typical Sections



## 1. Optional Work Items

### a. Optional Work Item 1: Roundabout

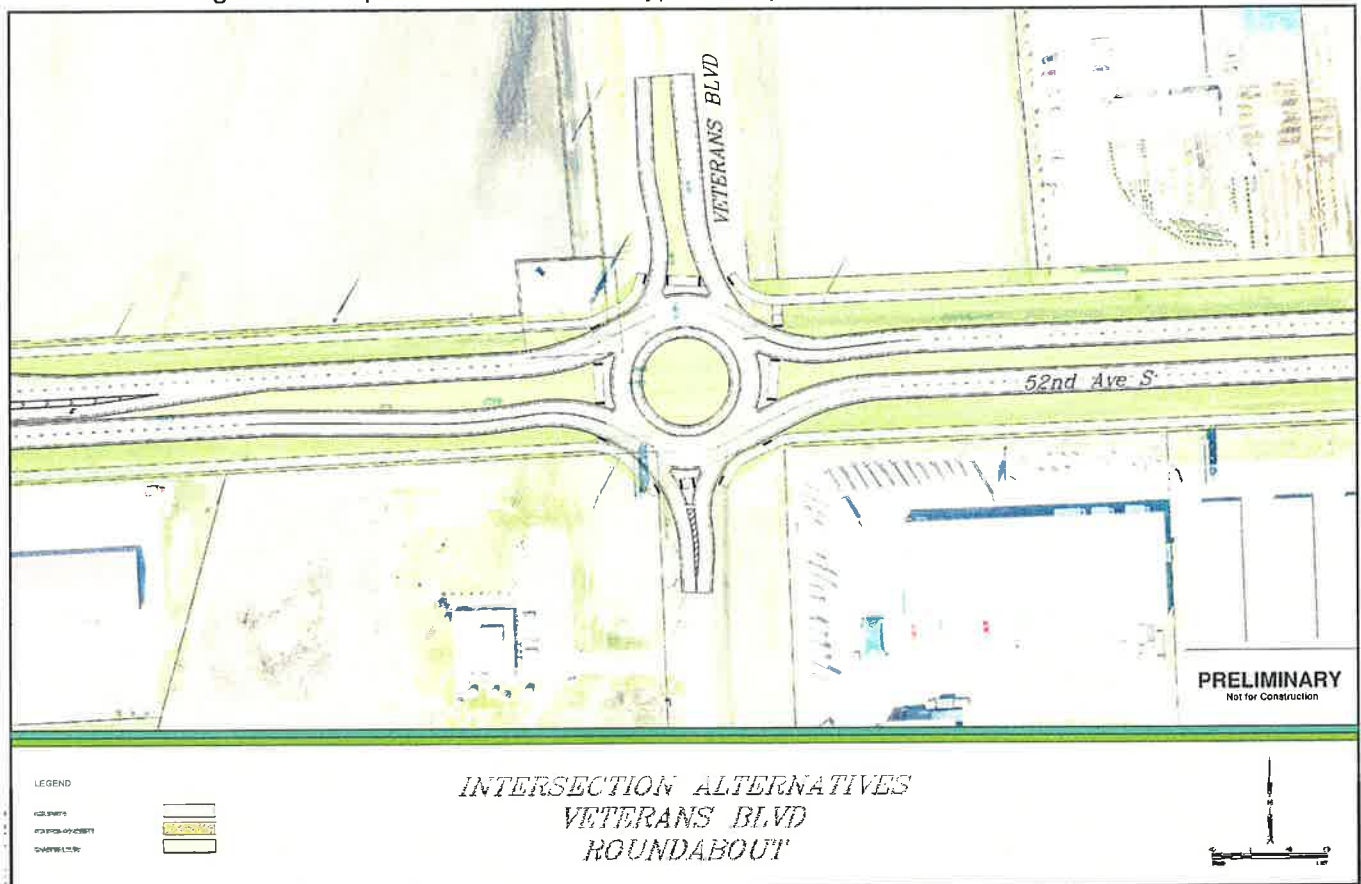
This Optional Work Item replaces the signalized intersections at 63<sup>rd</sup> St S and Veterans Boulevard with multilane roundabouts. The roundabouts will provide two eastbound and westbound thru lanes with a single northbound and southbound thru lane. If desired, roundabouts can be applied to the 63<sup>rd</sup> St S and Veterans Boulevard intersections independently. However, from an operational standpoint it is recommended both signalized intersections be converted to roundabouts if this Option is selected. Outside of the 63<sup>rd</sup> St S and Veterans Boulevard intersections, this option will not modify the project as described under Alternative B.

The probable cost to reconstruct 52<sup>nd</sup> Ave S with roundabouts at 63<sup>rd</sup> St S and Veterans Boulevard is \$24,240,000 as shown in Appendix D. When compared with Alternative B this results in a total cost decrease of \$520,000 or \$260,000 per intersection modification.

### Geometry

The modified intersection configuration will consist of a two lane by one lane roundabout, providing for two eastbound and westbound thru lanes and single northbound and southbound thru lane. For eastbound and westbound traffic, the right lane will operate as a thru and right turn combined lane while the left lane will function as a thru and left turn combined lane. With the implementation of the roundabouts, the eastbound and westbound turn lanes will be removed. The approach legs entering the roundabout will provide adequate deflection to properly slow traffic entering the roundabout. Pedestrian crossing facilities will be installed approximately 20' from the yield line meeting current design standards. See Figure 12 for the proposed intersection layout. The shown intersection layout is typical of both 63<sup>rd</sup> St S and Veterans Boulevard. See Appendix D for the full corridor layout.

Figure 12 – Optional Work Item 1: Typical Proposed Intersection Configuration

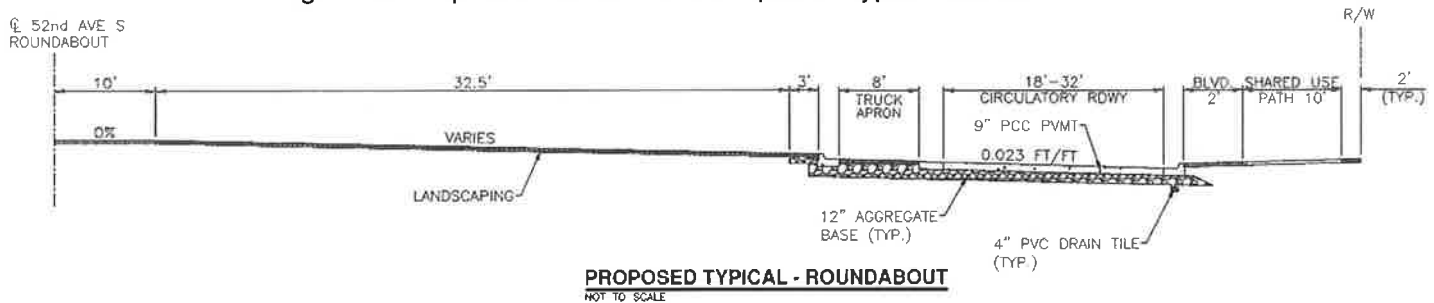


### Typical Section

The roundabout consists of a 180' diameter inscribed circle, 96' diameter center island and 8' wide mountable truck apron. The lane configuration through the roundabout consists of an 18' wide inside lane and 14' wide outside lane to facilitate necessary turning movements. The roadway section will be 9" of concrete pavement on 12" aggregate base and edge drain matching the

approach roadway described under Alternative B. The truck apron will be stamped concrete to delineate the area from the driving surface and is separated by a mountable curb section. The 10' wide shared use path paralleling 52<sup>nd</sup> Ave S near the north and south right of way lines will be maintained, however, the 8' wide grass boulevard will be replaced with a 2' wide stamped concrete boulevard. The center of the roundabout will be raised to accommodate drainage and provide a visual queue of the roundabout for approach traffic without impacting intersection sight triangles for traffic entering the intersection. See Figure 13 for the proposed typical section.

Figure 13 – Optional Work Item 1: Proposed Typical Section.



#### Drainage

This option will not modify the drainage improvements identified under Alternative B.

#### Traffic Operations

Generally, the roundabout Optional Work Item operates similar to Alternative B. The roundabouts are expected to slightly decrease delay and increase the LOS at 63<sup>rd</sup> Street and Veterans Boulevard. Intersection alternates described above for the approach roadways at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S are expected to operate similarly whether a signalized intersection or roundabout are utilized at 63<sup>rd</sup> St S and Veterans Boulevard. Corridor travel times are expected to be approximately 9 seconds longer (289.5 seconds, with average speed of 29 mph) with the roundabout option. See Table 7 for a comparison of intersection LOS compared to Alternative B.

Table 7 – Optional Work Item 1: Intersection LOS Comparison

Intersection	Type	AM Peak Hour	PM Peak Hour	Type	AM Peak Hour	PM Peak Hour
		LOS (Worst Approach)	LOS (Worst Approach)		LOS (Worst Approach)	LOS (Worst Approach)
Sheyenne St	Roundabout	A	A	Roundabout	A	A
63 <sup>rd</sup> St S	Signalized	B	B	Roundabout	A	A
Veterans Blvd	Signalized	A	B	Roundabout	A	A
45 <sup>th</sup> St S	Signalized	C	C	Signalized	C	C

According to the most recent studies, a two lane by one lane roundabout has about the same crash rate as a signalized intersection. However, the fatality and serious injury crash rates for this roundabout configuration is approximately 50% less than a signalized intersection. This is based on the Federal Highway Crash

Modification Factors Clearinghouse and is consistent with a recently completed study of traffic safety at roundabouts in Minnesota.

#### Structures

The structural improvements to Str No 09-139-30.0 (Sheyenne River crossing) and Str No 09-140-30.0 (Drain 27 crossing) will match those described under Alternative B with this Optional Work Item.

#### Utilities

Due to the roadway widening and lowering as well as installation of storm sewer, this Optional Work Item is anticipated to impact the existing underground utilities as described under Alternative B. Due to the larger project footprint within the 63<sup>rd</sup> St S and Veterans Boulevard intersections, this Option is also anticipated to impact the overhead power distribution line. Following City of Fargo standard practices, costs to bury the overhead power line within the corridor limits will be evaluated during final design.

#### Right-of-Way

It is anticipated this Optional Work Item will require a total of 4.75 acres, 0.21 additional acres, of permanent right of way acquisition from six separate parcels to construct the roundabouts at 63<sup>rd</sup> St S and Veterans Boulevard. When compared to Alternative B, it is anticipated a decrease of 0.06 acres, 1.70 acres total, of temporary construction easements from 21 parcels are estimated to be needed to construct the shared use path adjacent to the north and south right of way line. The temporary easements were approximated at a 5' to 10' wide strip the length of the project.

#### b. Optional Work Item 2: $\frac{3}{4}$ Access

Optional Work Item 2 will replace the approach road stop controlled, full access intersections at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S with  $\frac{3}{4}$  access intersections. The  $\frac{3}{4}$  access intersection will implement a raised median preventing northbound and southbound thru and left turn maneuvers. Unless Optional Work Item 1 is also selected, this option will maintain signals at the 63<sup>rd</sup> St S and Veterans Boulevard intersections. However, the same impacts as described below will apply if roundabouts are selected.

If desired, the  $\frac{3}{4}$  access intersection can be applied at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S intersections independently. Outside of the intersections, this option will not modify the project as described under Alternative B.

The probable cost to reconstruct 52<sup>nd</sup> Ave S with  $\frac{3}{4}$  access intersections at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S is \$24,840,000. When compared with Alternative B this results in a total cost increase of \$90,000 or \$30,000 per intersection modification.

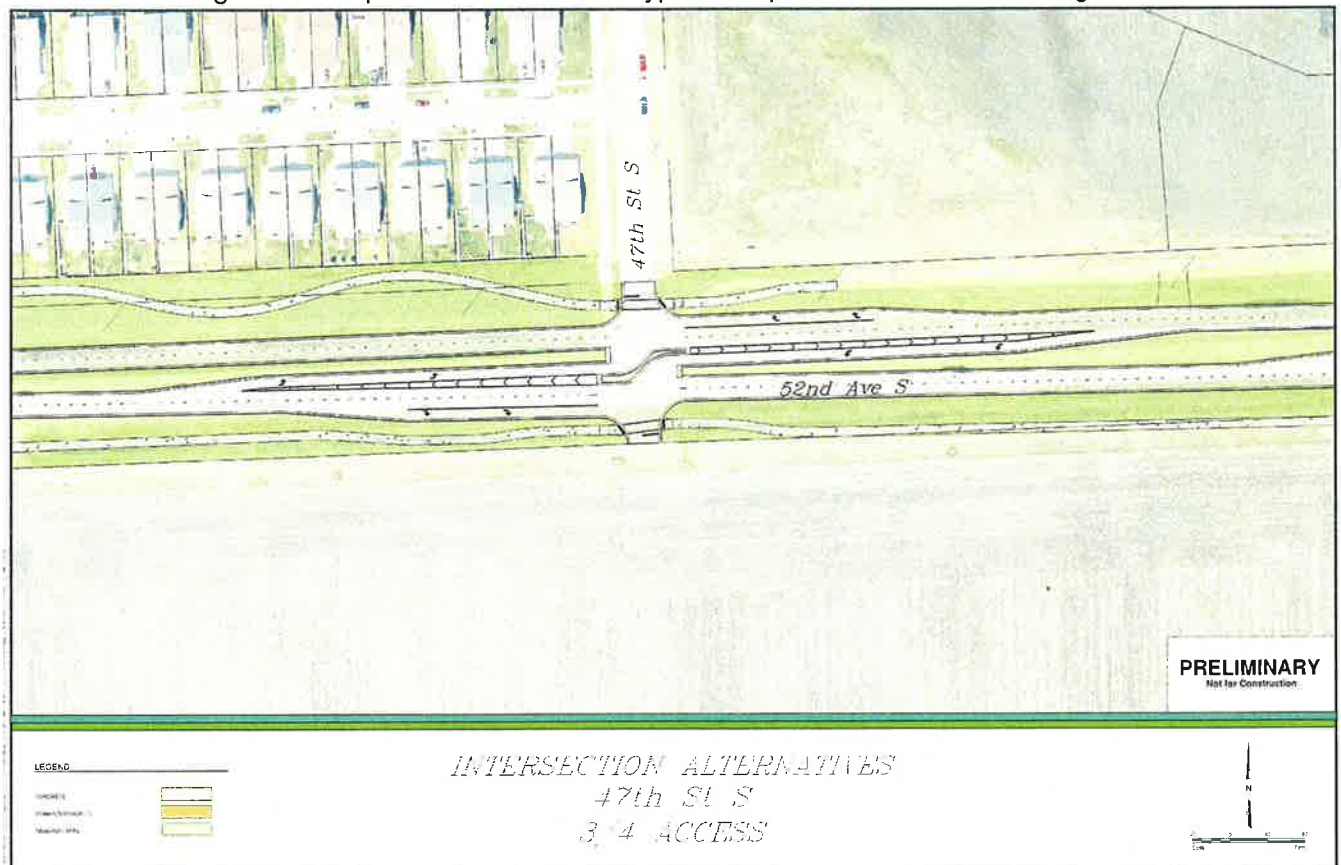
#### Geometry

This Optional Work Item will maintain the same four lane, divided urban section as Alternative B. However, a raised median will be implemented within the 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S intersections restricting northbound and



southbound thru and left turn movements. Turn lanes meeting NDDOT standards will be implemented as listed under Alternative B. See Figure 14 for the proposed roadway configuration. The layout shown is typical for 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S. See Appendix D for the full corridor configuration.

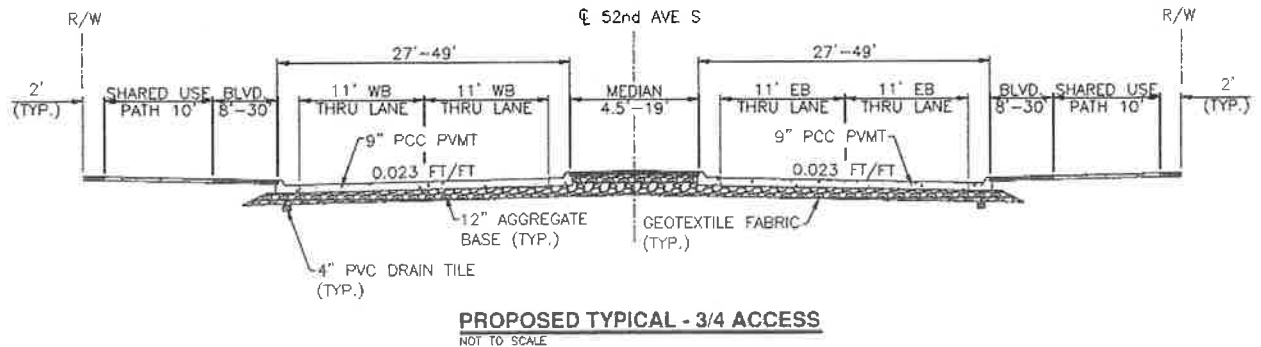
Figure 14 – Optional Work Item 2: Typical Proposed Intersection Configuration



#### Typical Section

The reconstructed roadway will match the section listed under Alternative B and consists of 9" concrete pavement on 12" aggregate base meeting City of Fargo standards. Edge drains will also be installed to improve drainage of the subgrade. The eastbound and westbound roadway will consist of two 11' wide driving lanes with additional 11' wide turn lanes. A raised median varying in width from 4.5' to 19' will separate the eastbound and westbound roadways. A 10' wide shared use path will also be installed 2' inside the north and south right of way lines paralleling 52<sup>nd</sup> Ave S while maintaining a minimum 8' wide grass boulevard. See Figure 15 for the proposed typical section.

Figure 15 – Optional Work Item 2: Proposed Typical Section



### Drainage

This option will not modify the drainage improvements identified under Alternative B.

### Traffic Operations

When compared to Alternative B, the  $\frac{3}{4}$  access Optional Work Item will create significant additional travel time and distance for the approach roadway through and left turn movements. Both movements will need to travel to the next intersection to make a u-turn or take the local streets to a signalized intersection. The additional travel time will in many cases be greater than the delay encountered at the approach roadway under Alternative B. At the public input meetings local businesses expressed concern with this intersection option due to impacts to operations and access as a result of eliminating the approach road thru and left turn movement.

This Optional Work Item results in an improved LOS for all approach legs of the 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S intersections when compared to the full access intersections under Alternative B. See Table 8 for a comparison of intersection LOS compared to Alternative B.

Table 8 – Optional Work Item 2: Intersection LOS Comparison

Intersection	Type	AM Peak Hour	PM Peak Hour	Type	AM Peak Hour	PM Peak Hour
		LOS (Worst Approach)	LOS (Worst Approach)		LOS (Worst Approach)	LOS (Worst Approach)
53 <sup>rd</sup> Ave S	Full Access	D (SB Leg)	E (NB Leg)	$\frac{3}{4}$ Access	B (WB Leg)	A
53 <sup>rd</sup> St S	Full Access	F (SB Leg)	F (SB Leg)	$\frac{3}{4}$ Access	A	B (SB Leg)
47 <sup>th</sup> St S	Full Access	F (SB Leg)	D (SB Leg)	$\frac{3}{4}$ Access	A	A

### Structures

The structural improvements to Str No 09-139-30.0 (Sheyenne River crossing) and Str No 09-140-30.0 (Drain 27 crossing) will match those described under Alternative B with this Optional Work Item.

Utilities

This Option is not anticipated to have additional utility impacts beyond those described under Alternative B.

Right-of-Way

This Optional Work Item will not require any additional right of way when compared to Alternative B.

c. Optional Work Item 3: R-Cut

This Optional Work Item will replace the approach road stop controlled, full access intersections at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S with reduced conflict u-turn (R-Cut) intersections. The R-Cut functions by allowing direct access for all intersection movements except the northbound and southbound thru and left turn maneuvers. These movements will have to make a right turn at the intersection to use the adjacent u-turn to go in the opposite direction and either make a right turn at the intersection (northbound/southbound thru movement) or continue through the intersection (northbound/southbound left turn movement). This Option can be implemented with either signalized intersections or roundabouts at 63<sup>rd</sup> St and Veterans Boulevard. The impacts described below will apply to both configurations.

The R-Cut intersection can be applied at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S intersections independently. Outside of the intersections, this Option will widen the 52<sup>nd</sup> Ave S corridor to maintain a median width of 36' to reduce the additional full depth pavement needed to accommodate the u-turn maneuver.

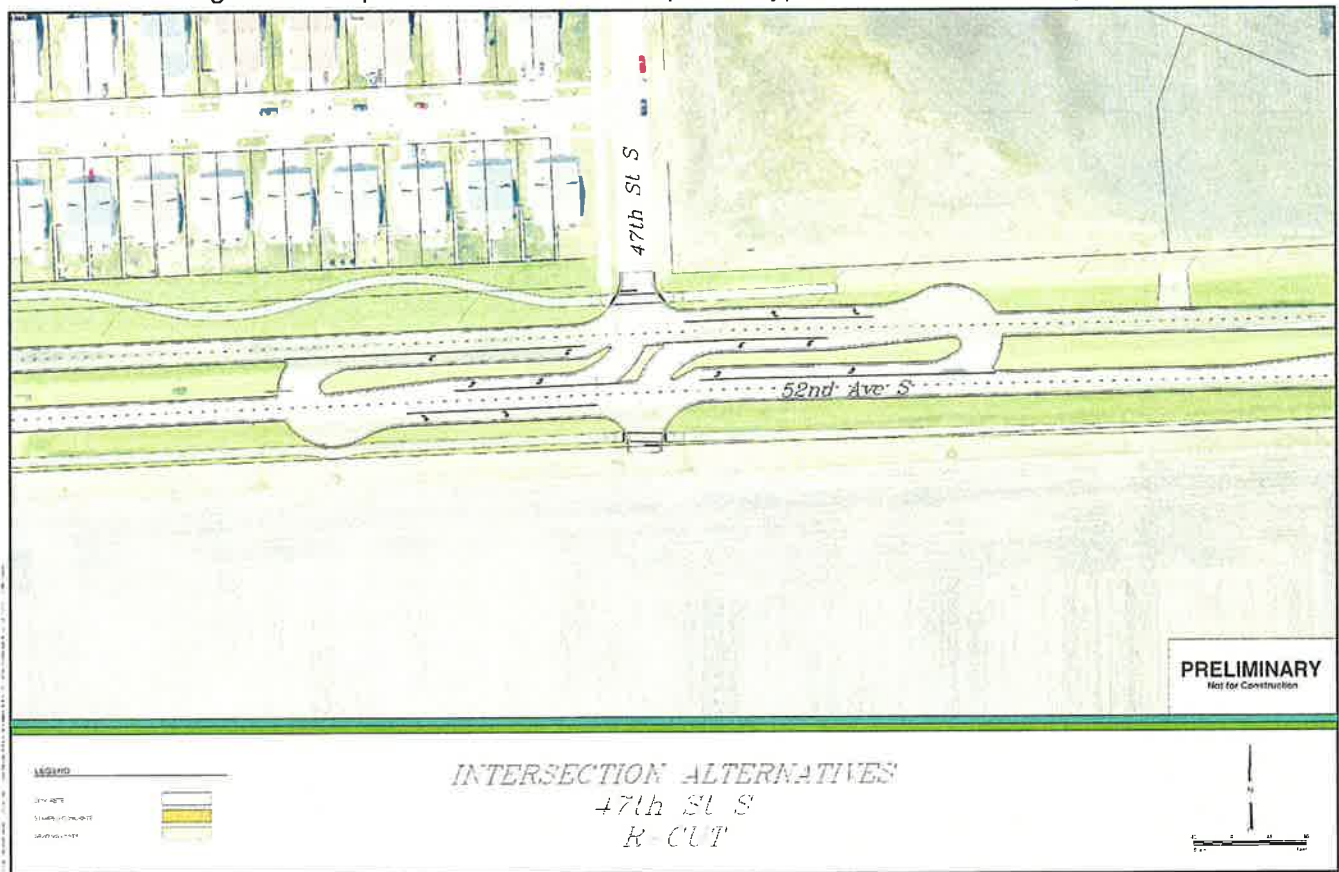
When compared to Alternative B, this option increases corridor travel time. However, intersection LOS is improved. It is also projected to reduce the crash rate and reduce overall severity of the crashes.

The probable cost to reconstruct 52<sup>nd</sup> Ave S with R-Cut intersections at 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S is \$24,980,000. When compared with Alternative B this results in total cost increase of \$230,000 or \$80,000 per intersection modification.

Geometry

The R-Cut intersections will maintain the same four lane, divided urban section as Alternative B. However, the median width will be increased to 36' to minimize the additional pavement area outside of the through lanes (looon) required for a WB-62 to complete the u-turn maneuver. The loon area will continue into the 52<sup>nd</sup> Ave S right turn lane to further minimize pavement area and cost. See Figure 16 for the proposed roadway configuration. The figure shows the typical intersection configuration that applies to 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S, and 47<sup>th</sup> St S. See Appendix D for a layout of the full corridor.

Figure 16 – Optional Work Item 3: Proposed Typical Intersection Configuration



Turn lanes meeting NDDOT standards will be implemented as listed in Table 9 within the three intersections.

Table 9 – Optional Work Item 3: Auxiliary Lanes

Intersection	Eastbound			Westbound		
	Left Turn Lane		Right Turn Lane	Left Turn Lane		Right Turn Lane
	Intersection	U-Turn		Intersection	U-Turn	
53 <sup>rd</sup> Ave S	X	X	X	X	X	X
53 <sup>rd</sup> St S	X	X	X	X	X	X
47 <sup>th</sup> St S	X	X	X	X	X	X

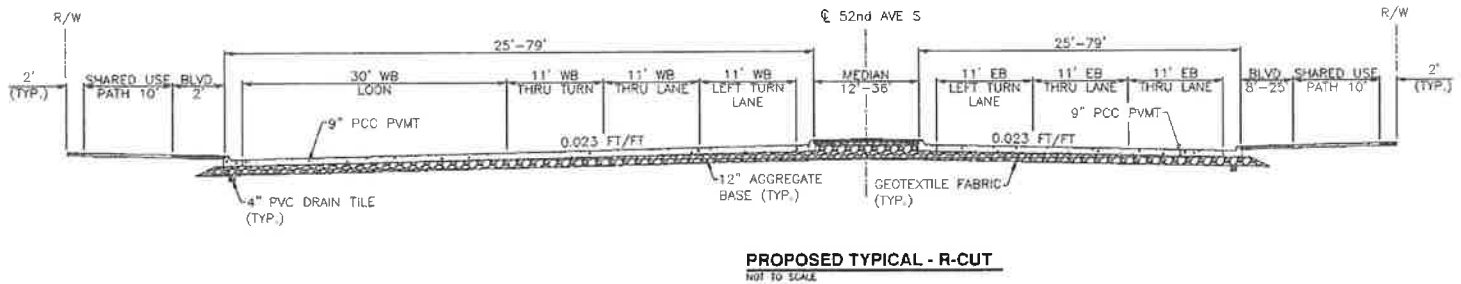
#### Typical Section

The typical section for this Optional Work Item will be similar to that of Alternative B. The reconstructed roadway will consist of two eastbound and two westbound 11' wide through lanes and 11' wide turn lanes as listed under the geometric section above. The pavement section consists of 9" concrete on 12" aggregate base with edge drain meeting City of Fargo standards. Due to the additional width required to facilitate the u-turn maneuver of a WB-62, the median width will be increased to 36'. In addition to the widened median, the adjacent roadway will also need to be widened to accommodate a loop to perform the u-turn maneuver.

The loon utilizes a 57' radius and requires widening of the adjacent roadway up to 30'.

Due to the widened median, the boulevard width adjacent to the 10' shared use path will be reduced to 8' to 25' throughout the corridor. Adjacent to the loon, the boulevard will be further reduced to 2' wide stamped concrete. See Figure 17 for the proposed typical section.

Figure 17 – Optional Work Item 3: Proposed Typical Section



#### Drainage

This option will not modify the drainage improvements identified under Alternative B.

#### Traffic Operations

When compared to Alternative B, the R-Cut Optional Work Item would increase corridor travel time and distance since the minor street through and left turn movements need to travel about 1,000 additional feet to complete the maneuver. The additional distance is anticipated to increase travel times by approximately 25 seconds for the approach traffic. However, the increased travel time is more than offset by the reduced delay encountered at the approach roadway.

This Optional Work Item will also result in an improved LOS for all approach legs of the 53<sup>rd</sup> Ave S, 53<sup>rd</sup> St S and 47<sup>th</sup> St S intersections. The LOS listed in Table 10 is for the worst leg of the approach roadway.

Table 10 – Optional Work Item 3: Intersection LOS Comparison

Intersection	Type	AM Peak Hour	PM Peak Hour	Type	AM Peak Hour	PM Peak Hour
		LOS (Worst Approach)	LOS (Worst Approach)		LOS (Worst Approach)	LOS (Worst Approach)
53 <sup>rd</sup> Ave S	Full Access	D (SB Leg)	E (NB Leg)	R-Cut	B (WB Leg)	A
53 <sup>rd</sup> St S	Full Access	F (SB Leg)	F (SB Leg)	R-Cut	A	B (SB Leg)
47 <sup>th</sup> St S	Full Access	F (SB Leg)	D (SB Leg)	R-Cut	A	A

The Federal Highway Crash Modification Factors Clearinghouse has several studies that indicate an R-Cut intersection will reduce the crash rate when compared to a full access intersection by approximately 30% as well as reduce the overall severity of the crashes.

#### Structures

The structural improvements to Str No 09-139-30.0 (Sheyenne River crossing) and Str No 09-140-30.0 (Drain 27 crossing) will match those described under Alternative B with this Optional Work Item.

#### Utilities

This Option is not anticipated to have additional utility impacts beyond those described under Alternative B.

#### Right-of-Way

It is anticipated this Optional Work Item will require an additional 0.16 acres, 4.70 acres total, of permanent right of way acquisition from five separate parcels to construct the loons. It is anticipated 2.27 acres, an increase of 0.51 acres when compared to Alternative B, of temporary construction easements from 26 parcels are estimated to be needed to construct the shared use path adjacent to the north and south right of way line. The temporary easements were approximated at a 5' to 10' wide strip the length of the project.

#### d. Optional Work Item 4: Mid-Block Pedestrian Crossings

Optional Work Item 4 will replace pedestrian crossings conventionally installed within the intersection to mid-block. By relocating the north/south pedestrian crossings to be mid-block and utilizing the wide median, the crossing distance and associated time to cross is reduced significantly. However, driver crossing location expectancy can create potential conflicts if the crossings are not properly delineated. The reduced crossing time is due to crossing only two thru lanes at a time as opposed to four thru lanes, two turn lanes and the median. An additional benefit of this option is the separation of pedestrian crossings from the roundabout entrance and exit legs if Optional Work Item 1 is selected.

The total probable cost to construct this Optional Work Item is \$20,000 or \$15,000 per crossing. This Option can be selected regardless of intersection Option selected.

#### Geometry

This Option will not modify the roadway geometrics of 52<sup>nd</sup> Ave S. However, north/south pedestrian crossing facilities will be implemented mid-block between 63<sup>rd</sup> St S and 53<sup>rd</sup> Ave S and 47<sup>th</sup> St S and 45<sup>th</sup> St S. This option utilizes the wide median as a pedestrian refuge reducing crossing time and distances. All crossings will be signed meeting current standards as defined by the NDDOT and MUTCD.

#### Typical Section

This option will have no impact on the typical section when compared to Alternative B.

#### Drainage

This option will not modify the drainage improvements identified under Alternative B.

#### Traffic Operations

This option will have no impact on traffic operations when compared to Alternative B.

#### Structures

No additional structure modifications are needed due to this Optional Work Item when compared to Alternative B.

#### Utilities

No additional utility impacts will result from the installation of mid-block crossings.

#### Right-of-Way

No additional right of way is required to construct the mid-block crossings.

#### e. Optional Work Item 5: Pedestrian Underpass

During the public input meetings completed during the Corridor Study phase, concern over at grade pedestrian crossings near the elementary school along 63<sup>rd</sup> St S, south of 52<sup>nd</sup> Ave S were expressed. To address these concerns an option to provide a grade separated pedestrian underpass has been evaluated west of the intersection. Due to the elevation of the adjacent land a lift station will be required to drain the underpass.

The probable cost to construct this Optional Work Item is \$1,550,000. This Option can be selected regardless of intersection Option selected.

#### Geometry

This option will utilize the same roadway geometrics as Alternative B. However, west of 63<sup>rd</sup> St S, the pedestrian facilities will ramp down to provide connection to the grade separated crossing below 52<sup>nd</sup> Ave S. The shared use paths will be lowered to accommodate a minimum of 12' of horizontal and 8' of vertical clearance at the box culvert. The ramp geometrics will utilize a minimum radii of 74' and 5% maximum grades. In order to maintain cover over the structure it is anticipated the path will require excavations greater than 10' deep.

#### Typical Section

This option will utilize the same typical section as Alternative B.

#### Drainage

This Optional Work Item will require an independent lift station to drain the pedestrian underpass due to the shallow depth of the gravity storm sewer in the vicinity of the underpass. Inlets installed at the low points near the opening of the pedestrian underpass would be connected to the lift station. Water would then be lifted to discharge into the trunk storm sewer line paralleling 52<sup>nd</sup> Ave S. It is anticipated a 1,000 gpm lift station will be needed to maintain the functionality of the pedestrian underpass.

#### Traffic Operations

This option will not modify the traffic operations described in Alternative B.



### Structures

To pass pedestrians beneath 52<sup>nd</sup> Ave S, a 12' x 8' reinforced concrete box culvert would be installed perpendicular to the roadway, west of 63<sup>rd</sup> St S. To locate the openings of the box beyond the 5' recovery zone of the shared use path and outside of the roadway clear zone, a 150' long box is anticipated. To meet loading requirements, a minimum of 2' of cover, measured from the top of the pavement to the top of the box culvert, will be maintained.

### Utilities

Due to the depth of the pedestrian underpass west of 63<sup>rd</sup> St S, it is anticipated the existing underground gas, fiber optic and electric lines as well as the overhead power lines in the area will be impacted by the excavation. The existing facilities will be relocated, or depth increased, to accommodate the crossing.

### Right-of-Way

It is anticipated this Optional Work Item will require an additional 0.30 acres, 4.84 acres total, of permanent right of way acquisition from three separate parcels to construct the pedestrian underpass. Additional right of way will be needed depending on intersection alternative selected.

## 2. Traffic Control Work Zone Safety and Mobility

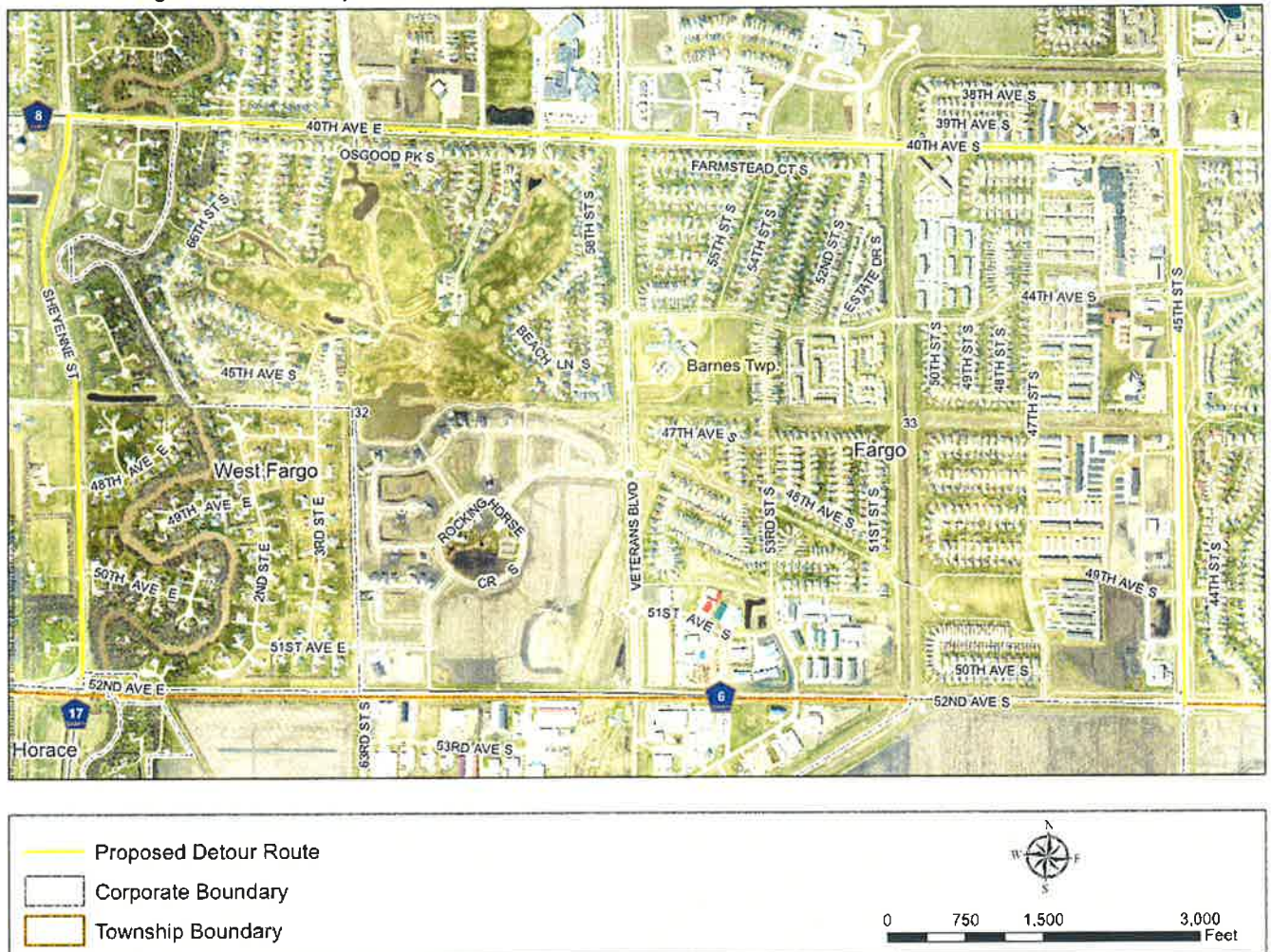
This project is designated as a non-significant project; therefore, the traffic control for the project will be summarized within this environmental document. This meets the criteria for non-significant projects as outlined in the Work Zone Safety and Mobility Program.

## 3. Work Zone Traffic Control

This project is scheduled for construction during the construction seasons of 2019 and 2020. It is anticipated an incentive will be implemented during construction to complete the project in a single construction season. Due to the two year construction season the Temporary Work Zone Traffic Control will be phased for Alternative B as well as all Optional Work Items. Veterans Boulevard is anticipated to be the project split between construction seasons. It is anticipated traffic will be detoured around 52<sup>nd</sup> Ave S via north on Sheyenne St to 40<sup>th</sup> Ave S and east on 40<sup>th</sup> Ave S to 45<sup>th</sup> St S during construction. Veterans Boulevard will be utilized to provide local business access midway through the corridor. Local business access will be maintained by widening the existing roadway. See Figure 18 for the anticipated detour route.



Figure 18 – Anticipated Detour Route.



#### 4. Maintenance Responsibility Discussion

Maintenance of the project corridor will be divided between the City of Fargo and the City of West Fargo. Each City will be responsible for maintaining the corridor segment within their jurisdiction.

All maintenance responsibilities and ownership will be agreed to in a Cost Participation and Maintenance Agreement prior to the project being bid.

#### 5. Summary of Engineering Issues

Due to the existing and projected traffic volumes, traffic operations have diminished within the project limits. Approach road traffic is currently experiencing long delays resulting in a decreased LOS. To improve corridor operations, additional east/west thru lanes are required. Additional intersection control modifications are required to improve approach traffic LOS.

To accommodate the widened roadway, the existing ditch systems that parallel 52<sup>nd</sup> Ave S will be filled. To accommodate local drainage from the adjacent parcels, 52<sup>nd</sup> Ave S may be lowered to the extent possible while maintaining the low point a minimum of 6" above the Base Flood Elevation. Where it is not feasible or practical to lower the roadway to accommodate the site drainage, a swale and inlets will be installed within the boulevard. New storm sewer systems will be required to provide drainage within the corridor. These systems will be connected to other City of Fargo improvement projects being developed concurrently with the 52<sup>nd</sup> Ave S reconstruction.

Existing pedestrian facilities terminate at the north 52<sup>nd</sup> Ave S right of way line. To provide connectivity, a 10' shared use path will be installed north and south of 52<sup>nd</sup> Ave S near the right of way line. To accommodate the grade separated crossing at Drain 27, the Structure will need to be raised 3' to 4'. Drainage under the Optional Work Item to install a pedestrian underpass west of 63<sup>rd</sup> St S will require the installation of a separate lift station. Additional permanent right of way is anticipated to construct the underpass.

During construction, it is anticipated traffic will be detoured utilizing 40<sup>th</sup> Ave S. Measures will be taken to maintain business access at all times of the project.

## 6. Summary of Environmental Issues

### Cultural Resources:

A Class III Cultural Resource Survey was completed for the proposed project corridor by Juniper, LLC in November 2017. The survey did not identify any new or previously recorded historical properties within the project corridor.

### Noise:

This project meets the definition of a Type I project due to the addition of existing thru lanes. Therefore, a noise analysis was completed, see the Appendix for the detailed analysis. It was determined the Alternative B will create a noise increase of 1.5 dBA when compared to Alternative A. As the FHWA NAC Limits are not approached or exceeded and none of the analyzed receivers experience noise increases equal to or greater than 15 dBA, the project does not warrant noise abatement.

### Threatened and Endangered Species:

The USFWS website indicated that three species occur in Cass County. Based on the scope of work identified within the known parameters in the table and the additional documentation provided in the NDDOT/FHWA Programmatic BA for the Northern Long Eared Bat, it was determined that this project will have "No Effect" on the listed species within the project area due to lack of suitable habitat. Please refer to Appendix B.

Due to the removal of the existing structures crossing the Sheyenne River and Drain 27, migratory birds may be impacted. SP 4(14) will be included in the final plans to mitigate the impacts.

## Wetlands:

Ten artificial wetlands and two Other Waters (OW) have been identified within the project area. The artificial wetlands have been identified by the USACE as either jurisdictional or preamble, while the OW are the Sheyenne River and Drain 27. Due to elimination of the existing ditch system it is anticipated the project will permanently impact the existing wetlands created by the shallow ditch grades. Mitigation of the permanently impacted wetlands will be mitigated at a mitigation bank. Wetland impacts will be same regardless of Optional Work Items selected. See Appendix C for a summary of the wetland impacts.

Table 11 - Right of Way Summary

Alternatives	Temporary ROW Needed (Total)	Permanent ROW Needed (Total)	US Fish & Wildlife Property Interest?	US Forest Service Property Interest?
Alternative A	0.00 Acres	0.00 Acres	No	No
Alternative B	1.76 Acres	4.54 Acres	No	No
Optional Work Item 1	-0.06 Acres <sup>1</sup> (1.70 Acres)	0.21 Acres <sup>1</sup> (4.75 Acres)	No	No
Optional Work Item 2	0.00 Acres <sup>1</sup> (1.76 Acres)	0.00 Acres <sup>1</sup> (4.54 Acres)	No	No
Optional Work Item 3	0.51 Acres <sup>1</sup> (2.27 Acres)	0.16 Acres <sup>1</sup> (4.70 Acres)	No	No
Optional Work Item 4	0.00 Acres <sup>1</sup> (1.76 Acres)	0.00 Acres <sup>1</sup> (4.54 Acres)	No	No
Optional Work Item 5	0.00 Acres <sup>1</sup> (1.76 Acres)	0.30 Acres <sup>1</sup> (4.84 Acres)	No	No

<sup>1</sup> Acreages listed as additional impacts when compared to Alternative B.

Table 12 – Summary of Estimated Costs

Alternative	Probable Cost (Total)
Alternative A: No Build	\$0
Alternative B: Four-Lane Urban Corridor	\$24,750,000
Optional Work Item 1: Roundabout	-\$260,000 <sup>1</sup> (\$24,240,000)
Optional Work Item 2: ¾ Access	\$30,000 <sup>1</sup> (\$24,840,000)
Optional Work Item 3: R-Cut	\$80,000 <sup>1</sup> (\$24,980,000)
Optional Work Item 4: Mid-Block Pedestrian Crossing	\$20,000 <sup>2</sup>
Optional Work Item 5: Pedestrian Underpass	\$1,550,000 <sup>2</sup>

<sup>1</sup> Costs denote additional costs associated per intersection modification compared to Alternative B

<sup>2</sup> Costs denote additional costs compared to Alternative B

## G. Comments from the Documented CatEx

## H. Public Concerns / Need for Public Input

Letters soliciting the views and comments (SOV) on the project were sent to various federal, state, and local agencies on October 26, 2017. A copy of the letter, list of the agencies to which the letter was sent, and responses are included in Appendix A. Public Input Meetings were held on October 26, 2017, December 21, 2017 and February 8, 2018. Public comments were accepted for a month following each meeting.

Table 13 – Summary of Public Input

Topic	Comments	Responses
Intersections	R-Cut at 53rd St. is a great idea. Cannot be open it would be too hard to take a left turn.	Comment noted and will be carried forward during the evaluation process.
Roundabouts	I like the idea of roundabouts.	Comment noted and will be carried forward during the evaluation process.
Roundabouts	Roundabouts are better than stop lights, less accidents and not as safe.	Comment noted and will be carried forward during the evaluation process.
Intersections	53rd: R-cut, Vets: Signalized. We (Natural Environments Landscaping) Feel these two options for related intersections works/functions best for equipment (semis, trucks tandem w/trailer.	Comment noted and will be carried forward during the evaluation process.
Access	I have been a property owner in this area since Stanley Township platted the Richards subdivision lots. I have a strong preference for a signalized intersection at 53rd Avenue (east) intersection, opposite the future Rocking Horse Farms entrance. Other option create access difficulties for tenants to my property and their neighbors. I have been to the community meetings and feel I have an understanding of the project. Please work to preserve this intersection for one fully signalized.	The intersection of 53 <sup>rd</sup> Ave S and 52 <sup>nd</sup> Ave S are being evaluated as full access, $\frac{3}{4}$ access and R-Cut. Due to the approach road volumes the intersection does not meet the warrants for a signalized intersection. All intersection alternatives will be designed to accommodate a WB-62 semi trailer.
Access	I still feel strongly that we need lighted, full access intersections at all three of the Rocking Horse Farm access points, i.e. Veterans Boulevard; 53rd/51st Avenue South; and 63rd Street South. As I stated in the attached November 13, 2017 correspondence with you, it's essential to have this type of intersection to help ensure the viability of our 25-acres of commercial directly adjacent to 52nd Avenue South.	The intersection of 53rd Ave S and 52nd Ave S are being evaluated as full access, $\frac{3}{4}$ access and R-Cut. Due to the approach road volumes the intersection does not meet the warrants for a signalized intersection. All intersection alternatives will be designed to accommodate a WB-62 semi trailer.

Table 14 – Traffic Operations Comparison

Alternative / Optional Work Item	Crash Severity	Frequency of Crashes	Cost	Approach Leg Intersection Delay	LOS
Alternative B	-	-	-	-	-
Optional Work Item 1 – Roundabouts	Decreased	Decreased	Decreased	Increase	Increase
Optional Work Item 2 – $\frac{3}{4}$ Access	Decreased	Decreased	Increase	Increase	Increase
Optional Work Item 3 – R-Cuts	Decreased	Decreased	Increase	Decrease	Increase

Table 15 – Comparison of Alternatives

Alternative/ Option	Advantages	Disadvantages
Alternative A: No Build	<ul style="list-style-type: none"> <li>Lowest Initial Cost</li> </ul>	<ul style="list-style-type: none"> <li>Does not address the purpose and need of the project</li> <li>Continued maintenance projects will be required to maintain the roadway</li> <li>Continued poor LOS throughout the corridor</li> </ul>
Alternative B: Four-Lane Urban Corridor	<ul style="list-style-type: none"> <li>Meets the purpose and need of the project</li> <li>Improves the corridor LOS to meet the demands of the future traffic projections</li> <li>Replaces the deteriorating pavement condition</li> </ul>	<ul style="list-style-type: none"> <li>Maintains intersection LOS F at 53<sup>rd</sup> St S and 47<sup>th</sup> St S</li> <li>Requires 1.76 acres of Temporary Right of Way</li> <li>Requires 4.54 acres of Permanent Right of Way</li> <li>1.56 acres of permanent wetland impacts</li> <li>0.23 acres of temporary OW impacts</li> <li>0.10 acres of permanent OW impacts</li> </ul>
Optional Work Item 1: Roundabout	<ul style="list-style-type: none"> <li>Meets the purpose and need of the project</li> <li>Improves the intersection LOS at 63<sup>rd</sup> St S and Veterans Blvd to LOS A</li> <li>Reduced cost compared to Alt B</li> <li>Improved intersection safety</li> </ul>	<ul style="list-style-type: none"> <li>Requires 0.21 additional acres of Permanent Right of Way</li> </ul>
Optional Work Item 2: ¾ Access	<ul style="list-style-type: none"> <li>Meets the purpose and need of the project</li> <li>Improves the approach road intersection LOS to LOS B</li> </ul>	<ul style="list-style-type: none"> <li>Eliminates approach roadway through and left turn maneuvers</li> <li>Added cost compared to Alt B</li> </ul>
Optional Work Item 3: R-Cut	<ul style="list-style-type: none"> <li>Meets the purpose and need of the project</li> <li>Improves the approach road intersection LOS to LOS B</li> <li>Improved intersection safety</li> </ul>	<ul style="list-style-type: none"> <li>Requires 0.51 additional acres of Temporary Right of Way</li> <li>Requires 0.16 additional acres of Permanent Right of Way</li> <li>Added cost compared to Alt B</li> </ul>
Optional Work Item 4: Mid- Block Pedestrian Crossing	<ul style="list-style-type: none"> <li>Reduces the distance and time required for pedestrians to cross 52<sup>nd</sup> Ave S</li> </ul>	<ul style="list-style-type: none"> <li>Relocates the pedestrian crossing away from driver expectancy at the conventional location within the intersection</li> <li>Added cost compared to Alt B</li> </ul>
Optional Work Item 5: Pedestrian Underpass	<ul style="list-style-type: none"> <li>Provides for an additional pedestrian grade separated crossing near the new elementary school on 63<sup>rd</sup> St S</li> </ul>	<ul style="list-style-type: none"> <li>Requires additional lift station to maintain drainage.</li> <li>Requires 0.30 additional acres of Permanent Right of Way</li> <li>Added cost compared to Alt B</li> </ul>



Table 16 – Recommendations

	1. Do you concur with the project concepts as proposed?	2. Which Alternative should proceed with the project?	3. If Optional Work Items 1 is selected which intersections should the modified controls be applied to?	4. If Optional Work Items 2 is selected which intersections should the modified controls be applied to?	5. If Optional Work Items 3 is selected which intersections should the modified controls be applied to?	6. Should Optional Work Item 4 proceed with the project?	7. Should Optional Work Item 5 proceed with the project?
Office of Project Development							
Office of Transportation Programs							
Office of Operations							
Bridge Division							
Construction Services Division							
Design Division							
Fargo District							
Environmental and Transportation Services Division							
Local Government Division							
Maintenance Division							
Materials and Research Division							
Programming Division							
Planning/Asset Management Division							
City of Fargo							
City of West Fargo							
FHWA							

I. City Decisions

1. Do you concur with the project concepts as proposed?

☒ Yes

☐ No

2. Which alternative should proceed with the project?

☐ Alternative A: No-Build Alternative (\$0)

☒ Alternative B: Four-Lane Urban Corridor (\$24,750,000)

3. Which optional work items should proceed with the project?

☐ Optional Work Item 1: Roundabout (\$24,240,000)

a. If Optional Work Item 1 is selected, which intersections should the modified controls be applied to (check all that apply)?

☐ 63<sup>rd</sup> St S

☐ Veterans Boulevard

☐ Optional Work Item 2: ¾ Access (\$24,840,000)

a. If Optional Work Item 2 is selected, which intersections should the modified controls be applied to (check all that apply)?

☐ 53<sup>rd</sup> Ave S

☐ 53<sup>rd</sup> St S

☐ 47<sup>th</sup> St S

☒ Optional Work Item 3: R-Cut (\$24,980,000)

a. If Optional Work Item 3 is selected, which intersections should the modified controls be applied to (check all that apply)?

☒ 53<sup>rd</sup> Ave S

☒ 53<sup>rd</sup> St S

☒ 47<sup>th</sup> St S

☐ Optional Work Item 4: Mid-Block Pedestrian Crossing (\$20,000)

☐ Optional Work Item 5: Pedestrian Underpass (\$1,550,000)





(18)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-17-A1

Type: Final Balancing Change Order #2

Location: City Wide

Date of Hearing: 03/05/2018

<u>Routing</u>	<u>Date</u>
City Commission	03/12/2018
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Final Balancing Change Order #2 in the amount of \$522.33 bringing the total contract amount to \$289,667.16.

Staff is recommending approval of Final Balancing Change Order #2.

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

RECOMMENDED MOTION

Approve Final Balancing Change Order #2 in the amount of \$522.33 to Swanston Equipment.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Traffic Fund

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

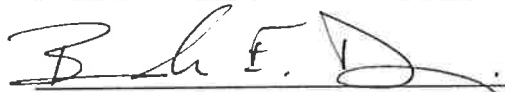
Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Jim Mohr, Project Manager  
**Date:** March 1, 2018  
**Re:** Project No. TM-17-A1 –Final Balancing Change Order #2

---

**Background:**

Project TM-17-A1 is for pavement markings at various locations within the City of Fargo.

The attached Final Balancing Change Order #2 is for additional work.

No additional days were required to complete the work.

**Recommended Motion:**

Approve Final Balancing Change Order #2 in the amount of \$522.33.

**Project No** TM-17-A1 **Change Order No** 2  
**Project Name** Pavement Markings & Incidentals  
**Date Entered** 2/14/2018 **For** Swanston Equipment

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

**EXPLANATION OF CHANGE:** Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement Markings	1	F&I Grooved Plastic Film 4" Wide	LF	10,528.00	1,068.00	11,596.00	375.00	11,971.00	4.21	1,578.75
	2	F&I Grooved Plastic Film 6" Wide	LF	1,150.00	0.00	1,150.00	654.00	1,804.00	6.42	4,198.68
	3	F&I Grooved Plastic Film 8" Wide	LF	3,500.00	78.00	3,578.00	-389.00	3,189.00	8.51	-3,310.39
	4	F&I Grooved Plastic Film 16" Wide	LF	570.00	0.00	570.00	-8.00	562.00	17.70	-141.60
	5	F&I Grooved Plastic Film 24" Wide	LF	666.00	0.00	666.00	98.00	764.00	29.67	2,907.66
	6	F&I Grooved Contrast Film 7" Wide	LF	5,086.00	0.00	5,086.00	-1,844.00	3,242.00	8.26	-15,231.44
	7	F&I Grooved Plastic Film Message	SF	895.00	96.00	991.00	-36.00	955.00	26.11	-939.96
	8	Paint Epoxy Line 4" Wide	LF	8,200.00	0.00	8,200.00	3,485.00	11,685.00	1.95	6,795.75
	9	Paint Epoxy Line 6" Wide	LF	310.00	0.00	310.00	-14.00	296.00	9.95	-139.30
	10	Paint Epoxy Line 8" Wide	LF	300.00	0.00	300.00	88.00	388.00	10.95	963.60
	11	Paint Epoxy Line 16" Wide	LF	200.00	0.00	200.00	213.00	413.00	16.02	3,412.26
	12	Paint Epoxy Line 24" Wide	LF	510.00	688.00	1,198.00	1,050.00	2,248.00	20.22	21,231.00
	13	Paint Epoxy Message	SF	1,097.00	0.00	1,097.00	-600.00	497.00	14.99	-8,994.00
	14	F&I Flexible Delineator	EA	22.00	0.00	22.00	-22.00	0.00	60.50	-1,331.00
	15	Obeliterate Pavement Markings	SF	500.00	0.00	500.00	742.70	1,242.70	4.50	3,342.15
	16	F&I Grooved Thermoplastic Pavement Marking Message	SF	450.00	375.00	825.00	-351.00	474.00	29.69	-10,421.19
	17	Mill / Grind Conc Pmnt	SY	732.00	0.00	732.00	-238.00	494.00	14.28	-3,398.64
Pavement Markings Sub Total (\$)										522.33

CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT



<b>Summary</b>	
Source Of Funding	522.33
Net Amount Change Order # 2 (\$)	32,711.73
Previous Change Orders (\$)	256,433.10
Original Contract Amount (\$)	289,667.16
Total Contract Amount (\$)	

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

CONTRACT TIME			
Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion
10/06/2017		0.00	0.00
Description			
APPROVED		APPROVED DATE	
For Contractor <i>Opal A. Jounenwald</i>		Department Head <i>[Signature]</i>	
Title <i>Corporate Secretary</i>		Mayor <i>[Signature]</i>	
		Attest <i>[Signature]</i>	
		New Substantial Completion Date 10/06/2017	
		New Final Completion Date	

March 7, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. TM-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 7, 2018, for Pavement Markings & Incidentals, Project No. TM-18-A1, located at various locations City wide.

The bids were as follows:

NorthStar Safety \$417,224.50

Engineer's Estimate \$434,529.00

The special assessment escrow is not required.

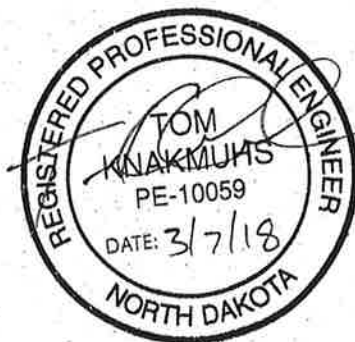
This office recommends award of the contract to NorthStar Safety in the amount of \$417,224.50 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/klb



**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # TM-18-A1****Pavement Markings & Incidentals****Citywide Pavement Markings & Incidentals**

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

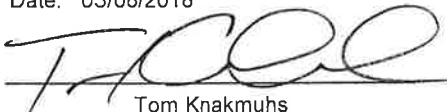
That the following is detailed statement of the estimated cost of the job described as:

Pavement Markings & Incidentals Project # TM-18-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Pavement Markings</b>				
1 Paint Epoxy Line 4" Wide	LF	7,800.00	2.00	15,600.00
2 Paint Epoxy Line 6" Wide	LF	100.00	3.00	300.00
3 Paint Epoxy Line 8" Wide	LF	500.00	5.00	2,500.00
4 Paint Epoxy Line 16" Wide	LF	649.00	5.00	3,245.00
5 Paint Epoxy Line 24" Wide	LF	1,500.00	13.00	19,500.00
6 Paint Epoxy Message	SF	200.00	14.00	2,800.00
7 F&I Grooved Plastic Film 4" Wide	LF	500.00	6.50	3,250.00
8 F&I Grooved Plastic Film 6" Wide	LF	100.00	12.00	1,200.00
9 F&I Grooved Plastic Film 8" Wide	LF	5,000.00	8.00	40,000.00
10 F&I Grooved Plastic Film 16" Wide	LF	1,500.00	17.00	25,500.00
11 F&I Grooved Plastic Film 24" Wide	LF	3,500.00	33.80	118,300.00
12 F&I Grooved Contrast Film 7" Wide	LF	17,655.00	8.90	157,129.50
13 F&I Grooved Plastic Film Message	SF	1,100.00	25.00	27,500.00
14 Obliterate Pavement Markings	SF	100.00	4.00	400.00
<b>Pavement Markings Total</b>				<b>417,224.50</b>
<b>Total Construction in \$</b>				<b>417,224.50</b>
Engineering			6.00 %	25,033.47
Legal & Misc			3.00 %	12,516.73
Contingencies			10.00 %	41,722.45
Interest			4.00 %	16,688.98
<b>Total Estimated Costs</b>				<b>513,186.14</b>
Traffic Engineering Funds - 101				513,186.14
<b>Unfunded Costs</b>				<b>0.00</b>

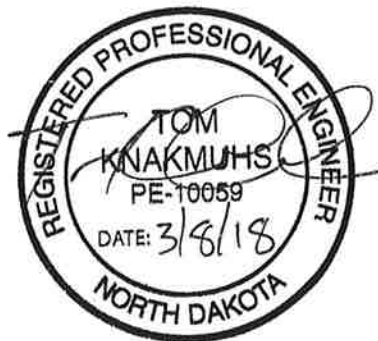
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/08/2018



Tom Knakmuhs

Division Engineer



(20)

COVER SHEET  
CITY OF FARGO PROJECTS

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

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

New & Reconstruction of City Order Sidewalks

Project No. SN-18-B

Call For Bids March 12, 2018

Advertise Dates March 19 & 26, April 2, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date September 7, 2018

Final Completion Date September 28, 2018

N/A PWPEC Report (Attach Copy (**Part of the 2018 C.I.P.**))

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Brandon Beaudry

Phone No. 476-4107

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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



## ENGINEER'S REPORT

NEW & RECONSTRUCTION OF  
CITY ORDER SIDEWALKS

PROJECT NO. SN-18-B

**Nature & Scope**

This project is for installing new sidewalk and curb ramps as well as repairing existing sidewalks and curb ramps located in the following areas:

1. Northern Pacific Avenue
2. 1<sup>st</sup> Avenue North between 4<sup>th</sup> St N. & 5<sup>th</sup> St N.
3. 35<sup>th</sup> ½ Ave S. between 32<sup>nd</sup> St S. & 28<sup>th</sup> St S.
4. 39<sup>th</sup> Street S. between 32<sup>nd</sup> Ave S & 34<sup>th</sup> Ave S. 34<sup>th</sup> Ave between 42<sup>nd</sup> St S. & 39<sup>th</sup> St S.
5. Various sidewalks throughout the City of Fargo

**Purpose**

To install new sidewalks and curb ramps as well as repairing existing sidewalk and curb ramps ordered by the City Commission.

**Feasibility**

The estimated construction cost of sidewalks is \$300,353.00. The project will be funded by Special Assessments and Infrastructure Sales Tax Funds as follows:

**Assessed Costs to Benefitting Properties**

Estimated Sidewalk Construction Cost:	\$ 149,557.00
Plus 11% Engineering Fees:	\$ 16,451.27
Plus 3% Legal Fees:	\$ 4,486.71
Plus 6% Administration Fees:	\$ 8,973.42
Plus 4% Interest Fees:	\$ 5,982.28
Total Estimated Assessed Cost:	\$ 185,450.68

**Curb Ramps and City Share of Sidewalks**


Estimated Construction Cost:	\$ 150,796.00
Plus 6% Engineering Fees:	\$ 9,047.76
Plus 3% Legal Fees:	\$ 4,523.88
Plus 4% Interest Fees:	\$ 6,031.84
Total Estimated Construction Cost:	\$ 170,399.48

**Totals**

Total Estimated Cost:	\$ 355,850.16
Estimated Assessed Cost:	\$ 185,450.68
Estimated Infrastructure Sales Tax Funds :	\$ 170,399.48

We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Division Engineer

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-C1 Type: Negative Final Balancing Change Order #4

Location: 25th St N, 27th St N and 44th Ave N Date of Hearing: 03/05/2018

<u>Routing</u>	<u>Date</u>
City Commission	03/12/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Negative Final Balancing Change Order #4 in the amount of \$-46,531.81, bringing the total contract amount to \$2,774,323.70.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Kent Costin, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #4 in the amount of \$-46,531.81 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

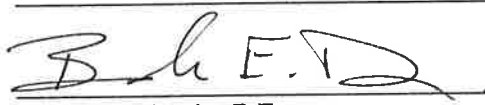
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson

Negative Change Orders & Engineer Approved Change Orders						PWPEC 3/5/18	
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	CO #	Final or New Contract Amount
Negative & Engineer Approved Totals			\$0.00	\$0.00	\$0.00		\$0.00
Dakota Underground	I.D. #BN-16-C1	San Sewer, WM, SS, Pav, St Lt & Incid	\$2,796,697.40	\$24,158.11	(\$46,531.81)	FBCO #4	\$2,774,323.70
Negative & Engineer Approved FBCO Totals			\$2,796,697.40	\$24,158.11	(\$46,531.81)		\$2,774,323.70



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

<b>Improvement District No</b>	BN-16-C1	<b>Change Order No</b>	4
<b>Project Name</b>	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
<b>Date Entered</b>	2/27/2018	<b>For</b>	Dakota Underground Co Inc

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

**EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER**

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	2	Inlet Protection - Existing Inlet	EA	6.00	0.00	6.00	-6.00	0.00	100.00	-600.00
	3	Inlet Protection - New Inlet	EA	39.00	0.00	39.00	4.00	43.00	150.00	600.00
	5	Temp Construction Entrance	EA	2.00	0.00	2.00	-1.00	1.00	1,000.00	-1,000.00
	8	Temp Fence - Safety	LF	500.00	0.00	500.00	-250.00	250.00	2.00	-500.00
<b>Miscellaneous Sub Total (\$)</b>										-1,500.00
Sanitary Sewer	11	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	3,000.00	0.00	3,000.00	-3,000.00	0.00	0.01	-30.00
	14	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,050.00	0.00	3,050.00	-170.00	2,880.00	20.00	-3,400.00
	15	F&I Pipe SDR 26 - 8" Dia PVC	LF	1,575.00	0.00	1,575.00	91.00	1,666.00	29.00	2,639.00
	17	F&I Pipe SDR 35 - 12" Dia PVC	LF	4,210.00	0.00	4,210.00	-158.00	4,052.00	36.00	-5,688.00
	20	Repair Manhole Floor & Invert	EA	3.00	0.00	3.00	-3.00	0.00	100.00	-300.00
	21	Remove Pipe All Sizes All Types	LF	622.00	0.00	622.00	-159.00	463.00	5.00	-795.00
<b>Sanitary Sewer Sub Total (\$)</b>										-7,574.00
Water Main	22	F&I Fittings Ductile Iron	LB	3,075.00	0.00	3,075.00	-440.00	2,635.00	2.50	-1,100.00
	24	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	31.00	0.00	31.00	6.00	37.00	21.00	126.00
	25	F&I Pipe C900 DR 18 - 10" Dia PVC	LF	1,824.00	0.00	1,824.00	-11.00	1,813.00	25.00	-275.00
	27	F&I Gate Valve 10" Dia	EA	6.00	0.00	6.00	-2.00	4.00	2,050.00	-4,100.00
	28	Relocate Water Main 12" Dia	EA	1.00	0.00	1.00	1.00	2.00	6,000.00	6,000.00

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

		EA	3.00	0.00	3.00	2.00	5.00	800.00	1,600.00
<b>Water Main</b>									
31	F&I Hydrant Ext. 12" High								
								<b>Water Main Sub Total (\$)</b>	<b>2,251.00</b>
<b>Storm Sewer</b>									
41	F&I Pipe 12" Dia	LF	172.00	0.00	172.00	19.00	191.00	30.00	570.00
42	F&I Pipe 12" Dia Reinf Conc	LF	92.00	0.00	92.00	51.00	143.00	35.00	1,785.00
43	F&I Pipe 15" Dia Reinf Conc	LF	92.00	0.00	92.00	-2.60	89.40	36.00	-93.60
44	F&I Pipe 21" Dia Reinf Conc	LF	425.00	0.00	425.00	-1.00	424.00	40.00	-40.00
47	F&I Pipe 30" Dia Reinf Conc	LF	415.00	0.00	415.00	5.00	420.00	52.00	260.00
48	F&I Pipe 48" Dia Reinf Conc	LF	533.00	0.00	533.00	54.00	587.00	104.00	5,616.00
49	F&I Pipe 54" Dia Reinf Conc	LF	983.00	0.00	983.00	-32.00	951.00	122.00	-3,904.00
50	F&I Pipe 66" Dia Reinf Conc	LF	2,598.00	0.00	2,598.00	-8.00	2,590.00	177.00	-1,416.00
51	Remove Pipe All Sizes All Types	LF	435.00	0.00	435.00	114.20	549.20	15.00	1,713.00
53	F&I Pipe w/GB 15" Dia Reinf Conc	LF	261.00	0.00	261.00	2.70	263.70	46.00	124.20
55	F&I Pipe w/GB 30" Dia Reinf Conc	LF	50.00	0.00	50.00	-5.00	45.00	65.00	-325.00
56	F&I Pipe w/GB 48" Dia Corr Steel	LF	55.00	0.00	55.00	-55.00	0.00	0.01	-0.55
106	F&I Flared End Section 12" Dia Reinf Conc	EA	2.00	0.00	2.00	2.00	4.00	303.22	606.44
								<b>Storm Sewer Sub Total (\$)</b>	<b>4,895.49</b>
<b>Paving</b>									
61	Remove Pavement All Thicknesses All Types	SY	18,667.00	0.00	18,667.00	1,852.25	20,519.25	1.00	1,852.25
62	Fill - Contractor Supply	CY	1,000.00	0.00	1,000.00	-1,000.00	0.00	2.00	-2,000.00
66	Subgrade Preparation	SY	15,740.00	0.00	15,740.00	295.00	16,035.00	1.50	442.50
67	F&I Woven Geotextile	SY	15,750.00	0.00	15,750.00	295.00	16,045.00	1.70	501.50
68	F&I Class 5 Agg - 7" Thick	SY	5,461.00	0.00	5,461.00	300.00	5,761.00	5.45	1,635.00
70	F&I Edge Drain 4" Dia PVC	LF	8,264.00	0.00	8,264.00	-519.00	7,745.00	6.00	-3,114.00
71	F&I Curb & Gutter Standard (Type II)	LF	8,264.00	0.00	8,264.00	-519.00	7,745.00	14.00	-7,266.00
72	F&I Sidewalk 4" Thick Reinf Conc	SY	60.00	0.00	60.00	-60.00	0.00	45.00	-2,700.00
73	F&I Sidewalk 6" Thick Reinf Conc	SY	15.00	0.00	15.00	-15.00	0.00	55.00	-825.00
74	F&I Driveway 7" Thick Reinf Conc	SY	1,060.00	0.00	1,060.00	183.00	1,243.00	55.00	10,065.00
75	F&I Det Warn Panels Cast Iron	SF	120.00	0.00	120.00	-120.00	0.00	40.00	-4,800.00



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

[illegible]

### Description



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED Bob Johnson 2/28/18  
For Contractor Dakota Underground Company  
Title Project Manager

APPROVED DATE 3/6/2018  
[Signature]  
Department Head

Mayor

Attest

March 7, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. AN-17-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 7, 2018, for PC Concrete Alley Paving & Incidentals, Improvement District No. AN-17-F1, located at Block 1 Lime Addition, Block 2 Roberts 2nd Addition, 3rd Avenue North to 4th Avenue North between 10th Street North and 11th Street North.

The bids were as follows:

Dirt Dynamics	\$58,800.00
Key Contracting, Inc.	\$63,220.00
Opp Construction	\$83,615.00
Paras Contracting	\$86,286.50

Engineer's Estimate	\$69,210.00
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The special assessment escrow is not required.

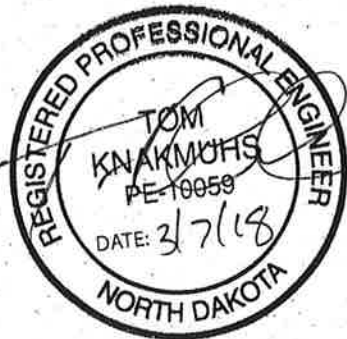
This office recommends award of the contract to Dirt Dynamics in the amount of \$58,800.00 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/klb





**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # AN-17-F1****PC Concrete Alley Paving & Incidentals**

Blk 1 Lime Addn, Blk 29 Roberts 2nd Addn, 3rd Ave N to 4th Ave N between 10th St N & 11th St N

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

PC Concrete Alley Paving & Incidentals Improvement District # AN-17-F1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>				
1 Temp Fence - Safety	LF	150.00	3.00	450.00
2 Remove Pavement All Thicknesses All Types	SY	650.00	9.00	5,850.00
3 Excavation	CY	180.00	14.00	2,520.00
4 Subgrade Preparation	SY	800.00	2.75	2,200.00
5 F&I Pavement 7" Thick Reinf Conc	SY	720.00	55.00	39,600.00
6 Repair Pavement - Patch Asph	SY	80.00	53.00	4,240.00
7 Mulching Type 1 - Hydro	SY	50.00	10.00	500.00
8 Seeding Type B	SY	50.00	25.00	1,250.00
9 Inlet Protection - Existing Inlet	EA	4.00	175.00	700.00
10 Traffic Control - Type 1	LS	1.00	490.00	490.00
11 F&I Rock Mulch	CY	10.00	100.00	1,000.00
			<b>Paving Total</b>	<b>58,800.00</b>
			<b>Total Construction in \$</b>	<b>58,800.00</b>
			Engineering	7.00 % 4,116.00
			Legal & Misc	3.00 % 1,764.00
			Contingencies	10.00 % 5,880.00
			Administration	6.00 % 3,528.00
			Interest	4.00 % 2,352.00
			<b>Total Estimated Costs</b>	<b>76,440.00</b>
			Special Assessments	76,440.00
			<b>Unfunded Costs</b>	<b>0.00</b>

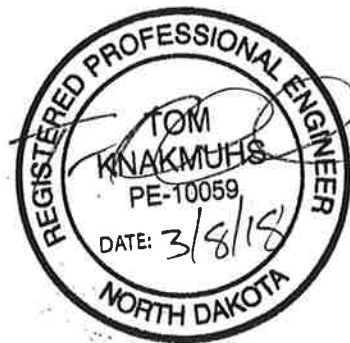
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/08/2018



Tom Knakmuhs

Division Engineer



March 7, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-18-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 7, 2018, for Grading, PCC Pavement, Storm Sewer, Water Main, Traffic Signals, Street Lighting, Sidewalks & Incidentals, Improvement District No. BR-18-C1, located at 13th Avenue (47th Street South to 12th Street East)

The bids were as follows:

Master Construction	\$ 8,800,573.25
Northern Improvement Company	\$ 9,432,848.89
Dakota Underground Company	\$10,493,625.51
Engineer's Estimate	\$11,190,024.00

The special assessment escrow is not required.

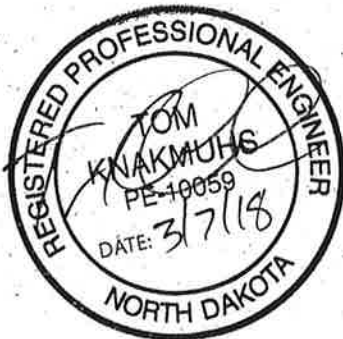
This office recommends award of the contract to Master Construction in the amount of \$8,800,573.25 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/jmg



**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Inciden**

13th Ave (47th St S to 12th Street E)

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals, Street Lighting, Sidewalks & Inciden Improvement District #  
BR-18-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>City of Fargo/Sanitary Sewer</b>				
1 F&I Manhole 4' Dia Reinf Conc	EA	2.00	2,800.00	5,600.00
2 F&I Pipe SDR 26 - 6" Dia PVC	LF	145.00	43.00	6,235.00
3 Remove Pipe All Sizes All Types	LF	152.00	5.00	760.00
<b>City of Fargo/Sanitary Sewer Total</b>				<b>12,595.00</b>
<b>City of Fargo/Water Main</b>				
4 F&I Fittings C153 Ductile Iron	LB	3,827.00	6.00	22,962.00
5 F&I Hydrant	EA	6.00	4,700.00	28,200.00
6 Salvage Hydrant	EA	6.00	300.00	1,800.00
7 F&I Insulation 4" Thick	SY	50.00	35.00	1,750.00
8 Connect Pipe to Exist Pipe	EA	4.00	1,500.00	6,000.00
9 F&I Pipe C900 DR 18 - 4" Dia PVC	LF	10.00	100.00	1,000.00
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	73.00	40.00	2,920.00
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	92.00	40.00	3,680.00
12 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	29.00	40.00	1,160.00
13 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,113.00	40.00	84,520.00
14 Remove Pipe All Sizes All Types	LF	922.00	5.00	4,610.00
15 Remove Pipe - Asbestos Cement	LF	2,027.00	7.00	14,189.00
16 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	121.00	70.00	8,470.00
17 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	123.00	73.00	8,979.00
18 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	457.00	75.00	34,275.00
19 F&I Gate Valve 4" Dia	EA	1.00	1,200.00	1,200.00
20 F&I Gate Valve 6" Dia	EA	7.00	1,350.00	9,450.00
21 F&I Gate Valve 8" Dia	EA	2.00	1,800.00	3,600.00
22 F&I Gate Valve 10" Dia	EA	1.00	2,400.00	2,400.00
23 F&I Gate Valve 12" Dia	EA	10.00	2,900.00	29,000.00
24 Furnish Temp Water Svc	EA	1.00	21,000.00	21,000.00
<b>City of Fargo/Water Main Total</b>				<b>291,165.00</b>
<b>City of Fargo/Storm Sewer</b>				
25 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	320.00	4.00	1,280.00
26 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	80.00	4.00	320.00
27 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	60.00	5.00	300.00
28 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	150.00	5.00	750.00
29 F&I Manhole 5' Dia Reinf Conc	EA	2.00	3,600.00	7,200.00
30 F&I Manhole 6' Dia Reinf Conc	EA	2.00	4,450.00	8,900.00
31 F&I Manhole 7' Dia Reinf Conc	EA	2.00	5,100.00	10,200.00
32 F&I Manhole 8' Dia Reinf Conc	EA	1.00	6,400.00	6,400.00
33 F&I Inlet - Manhole (MHI) Type E Reinf Conc	EA	6.00	9,800.00	58,800.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**

34 Remove Manhole	EA	14.00	500.00	7,000.00
35 F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	1,900.00	3,800.00
36 F&I Inlet - Double Box (DBI) Reinf Conc	EA	10.00	2,975.00	29,750.00
37 Remove Inlet	EA	10.00	100.00	1,000.00
38 Connect Pipe to Exist Pipe	EA	3.00	300.00	900.00
39 Connect Pipe to Exist Structure	EA	1.00	750.00	750.00
40 F&I Pipe Arch Equiv 24" Reinf Conc	LF	86.00	80.00	6,880.00
41 F&I Pipe Arch Equiv 36" Reinf Conc	LF	308.00	123.00	37,884.00
42 F&I Pipe Arch Equiv 48" Reinf Conc	LF	334.00	165.00	55,110.00
43 F&I Pipe Arch Equiv 54" Reinf Conc	LF	415.00	189.00	78,435.00
44 F&I Pipe Arch Equiv 72" Reinf Conc	LF	779.00	315.00	245,385.00
45 F&I Pipe 12" Dia Reinf Conc	LF	19.00	40.00	760.00
46 F&I Pipe 24" Dia Reinf Conc	LF	387.00	55.00	21,285.00
47 F&I Pipe 30" Dia Reinf Conc	LF	268.00	75.00	20,100.00
48 Remove Pipe All Sizes All Types	LF	2,613.00	7.00	18,291.00
49 F&I Pipe w/GB 12" Dia Reinf Conc	LF	11.00	50.00	550.00
50 F&I Pipe w/GB 15" Dia Reinf Conc	LF	76.00	65.00	4,940.00
51 F&I Pipe w/GB 18" Dia Reinf Conc	LF	105.00	67.00	7,035.00
52 F&I Pipe w/GB 24" Dia Reinf Conc	LF	123.00	72.00	8,856.00
53 F&I Pipe w/GB 30" Dia Reinf Conc	LF	232.00	85.00	19,720.00
54 F&I Pipe w/GB 36" Dia Reinf Conc	LF	86.00	105.00	9,030.00
<b>City of Fargo/Storm Sewer Total</b>				<b>671,611.00</b>
<b>City of Fargo/Paving</b>				
55 Field Office	EA	0.50	20,000.00	10,000.00
56 Clear & Grub	LS	0.50	30,000.00	15,000.00
57 Remove Pavement 11" Thick All Types	SY	402.00	10.00	4,020.00
58 Topsoil - Strip & Spread	CY	1,202.00	20.00	24,040.00
59 Topsoil - Import	CY	250.00	20.00	5,000.00
60 Excavation	CY	10,312.00	12.00	123,744.00
61 Subcut	CY	2,500.00	4.00	10,000.00
62 Subgrade Preparation	SY	24,821.00	1.50	37,231.50
63 F&I Woven Geotextile	SY	24,821.00	1.50	37,231.50
64 F&I Class 5 Agg - 7" Thick	SY	221.00	12.00	2,652.00
65 F&I Class 5 Agg - 12" Thick	SY	24,821.00	10.50	260,620.50
66 F&I Edge Drain 4" Dia PVC	LF	4,458.00	6.00	26,748.00
67 F&I Curb & Gutter Standard (Type II)	LF	4,393.00	18.00	79,074.00
68 F&I Curb & Gutter Custom	LF	4,315.00	18.00	77,670.00
69 Remove Curb & Gutter	LF	8,832.00	6.50	57,408.00
70 F&I Pavement 10" Thick Doweled Conc	SY	21,029.00	58.50	1,230,196.50
71 Remove Pavement 9" Thick Conc	SY	17,835.00	6.50	115,927.50
72 Rem & Repl Pavement 10" Thick Reinf Conc	SY	839.00	110.00	92,290.00
73 F&I Sidewalk Curb	LF	60.00	30.00	1,800.00
74 F&I Sidewalk 5" Thick Reinf Conc	SY	3,529.00	37.00	130,573.00
75 F&I Sidewalk 6" Thick Reinf Conc	SY	175.00	45.00	7,875.00
76 Remove Sidewalk 4" Thick Conc	SY	2,728.00	34.00	92,752.00
77 F&I Impressioned 4" Thick Reinf Conc	SY	1,517.00	70.00	106,190.00
78 Remove Driveway All Thicknesses All Types	SY	199.00	10.00	1,990.00
79 F&I Det Warn Panels Cast Iron	SF	283.00	45.00	12,735.00
80 F&I Casting - Floating Manhole	EA	4.00	1,000.00	4,000.00
81 Casting to Grade - Blvd	EA	3.00	400.00	1,200.00
82 Casting to Grade - w/Conc	EA	26.00	600.00	15,600.00
83 Repair Pavement-Patch Asph	SY	1,387.00	40.00	55,480.00
84 Remove Pavement All Thicknesses Asph	SY	1,670.00	7.00	11,690.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**

85 Mulching Type 1 - Hydro	SY	7,328.00	0.40	2,931.20
86 Seeding Type B	SY	7,328.00	0.55	4,030.40
87 Temp Construction Entrance	EA	4.00	1,000.00	4,000.00
88 Silt Fence - Standard	LF	187.00	2.60	486.20
89 Inlet Protection - New Inlet	EA	12.00	110.00	1,320.00
90 Inlet Protection - Existing Inlet	EA	21.00	110.00	2,310.00
91 Traffic Control - Type 2	LS	0.50	195,000.00	97,500.00
92 Construction Signing	SF	60.00	8.50	510.00
93 Flagging	HR	1,750.00	40.00	70,000.00
94 Remove Retaining Wall	SF	186.00	5.00	930.00
95 Traffic Control - Changeable Message Board	EA	2.00	14,075.00	28,150.00
<b>City of Fargo/Paving Total</b>				<b>2,862,906.30</b>
<b>City of Fargo/Street Lighting</b>				
96 Interim Lighting System	LS	0.50	78,000.00	39,000.00
97 Remove Street Light	EA	16.00	650.00	10,400.00
98 Remove Feed Point	EA	2.00	1,100.00	2,200.00
99 F&I Base 7' Deep Reinf Conc	EA	16.00	590.00	9,440.00
100 F&I Conductor #4 USE Cu	LF	7,647.00	2.50	19,117.50
101 F&I Conductor #6 USE Cu	LF	3,824.00	1.50	5,736.00
102 F&I Innerduct 2" Dia	LF	3,592.00	7.80	28,017.60
103 F&I Luminaire Type B	EA	30.00	465.00	13,950.00
104 F&I Luminaire Type C	EA	17.00	465.00	7,905.00
105 F&I Pull Box	EA	1.00	880.00	880.00
106 F&I Light Standard Type A	EA	16.00	1,660.00	26,560.00
<b>City of Fargo/Street Lighting Total</b>				<b>163,206.10</b>
<b>City of Fargo/Traffic Signals Improvements</b>				
107 F&I PTZ Camera System	EA	0.50	7,600.00	3,800.00
108 F&I Emerg Veh Pre-emption System	EA	1.00	7,700.00	7,700.00
109 F&I Signal Standard Type IV - 55' MA	EA	1.00	29,800.00	29,800.00
110 F&I Signal Standard Type IV - 61' MA	EA	1.00	32,300.00	32,300.00
111 F&I Signal Standard Combo - 34' MA	EA	1.00	12,200.00	12,200.00
112 F&I Signal Standard Combo - 35' MA	EA	0.50	12,300.00	6,150.00
113 F&I Signal Standard Combo - 36' MA	EA	1.00	13,850.00	13,850.00
114 F&I Signal Standard Combo - 42' MA	EA	0.50	24,200.00	12,100.00
115 F&I Signal Standard Combo - 50' MA	EA	0.50	27,900.00	13,950.00
116 F&I Signal Standard Combo - 61' MA	EA	0.50	32,900.00	16,450.00
117 Remove Signal Standard Type IV/Combo	EA	6.00	1,500.00	9,000.00
118 F&I Detection In-Ground Loop	EA	42.00	1,500.00	63,000.00
119 F&I Equipment Fargo Type B Cabinet	EA	1.50	29,500.00	44,250.00
120 F&I Equipment Battery Backup System	EA	1.50	8,300.00	12,450.00
121 F&I Foundation Type IV/Combo	EA	6.00	6,500.00	39,000.00
122 Remove Foundation Controller	EA	1.50	600.00	900.00
123 Remove Foundation Type IV/Combo	EA	6.00	2,000.00	12,000.00
124 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	12.00	980.00	11,760.00
125 F&I Head 3 Sect w/12" LED MA Mtd	EA	9.00	1,345.00	12,105.00
126 F&I Head 3 Sect w/12" LED Post Mtd	EA	3.50	1,365.00	4,777.50
127 F&I Head 4 Sect w/12" LED MA Mtd	EA	6.00	1,500.00	9,000.00
128 F&I Head 4 Sect w/12" LED Post Mtd	EA	4.00	1,550.00	6,200.00
129 F&I Head 5 Sect Stack w/12" LED Post Mtd	EA	2.50	1,975.00	4,937.50
130 F&I Signal Cable AWG 14/2	LF	1,958.50	1.30	2,546.05
131 F&I Signal Cable AWG 14/20	LF	967.50	3.20	3,096.00
132 F&I Signal Cable AWG 16/3	LF	526.00	2.00	1,052.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**

133 F&I Signal Cable 3M Opticom	LF	839.50	2.20	1,846.90
134 F&I Signal Cable CAT 6	LF	44.00	3.15	138.60
135 F&I Signal Cable Loop Lead-in	LF	5,538.00	2.00	11,076.00
136 F&I Signal Cable #6 RHW	LF	82.00	2.75	225.50
137 F&I Signal Cable #6 THW	LF	41.00	2.65	108.65
138 Salvage Signal Cable	LS	0.50	3,170.00	1,585.00
139 F&I Fiber Optic Terminations & Equip	LS	0.50	13,450.00	6,725.00
140 F&I Fiber Optic Cable	LF	3,655.00	5.30	19,371.50
141 F&I Conduit 1" Dia	LF	150.50	10.00	1,505.00
142 F&I Conduit 2" Dia	LF	2,725.50	12.00	32,706.00
143 F&I Conduit 4" Dia	LF	700.00	15.00	10,500.00
144 F&I Ped Push Button & Sign	EA	12.00	1,260.00	15,120.00
145 F&I Ped Push Button Post	EA	9.00	950.00	8,550.00
146 F&I Pull Box PVC	EA	16.00	1,100.00	17,600.00
147 F&I Pull Box Polymer Conc	EA	1.50	2,600.00	3,900.00
148 Remove Pull Box PVC	EA	15.50	400.00	6,200.00
149 F&I Traffic Signal Interim System	EA	2.50	27,800.00	69,500.00
150 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.50	12,200.00	18,300.00
151 Salvage Traffic Signal Equipment	LS	0.50	14,000.00	7,000.00
152 Remove Feed Point	EA	1.50	800.00	1,200.00
<b>City of Fargo/Traffic Signals Improvements Total</b>				<b>617,532.20</b>
<b>City of Fargo/Striping - Pavement Marking</b>				
153 Obliterate Pavement Markings	SF	1,000.00	5.05	5,050.00
154 F&I Grooved Plastic Film Message	SF	608.00	32.45	19,729.60
155 F&I Grooved Plastic Film 4" Wide	LF	1,162.00	5.00	5,810.00
156 F&I Grooved Plastic Film 6" Wide	LF	348.00	8.20	2,853.60
157 F&I Grooved Plastic Film 8" Wide	LF	3,899.00	11.25	43,863.75
158 F&I Grooved Plastic Film 16" Wide	LF	285.00	22.25	6,341.25
159 F&I Grooved Plastic Film 24" Wide	LF	652.00	34.50	22,494.00
160 F&I Grooved Contrast Film 7" Wide	LF	2,400.00	10.30	24,720.00
161 Paint Epoxy Message	SF	180.00	20.20	3,636.00
<b>City of Fargo/Striping - Pavement Marking Total</b>				<b>134,498.20</b>
<b>City of Fargo/Signing</b>				
162 Remove Sign Assembly	EA	21.00	10.50	220.50
163 F&I Sign Assembly & Anchor	EA	21.00	88.50	1,858.50
164 F&I Diamond Grade Cubed	SF	49.30	21.00	1,035.30
165 F&I High Intensity Prismatic	SF	81.00	20.00	1,620.00
166 F&I Flexible Delineator	EA	8.00	73.00	584.00
<b>City of Fargo/Signing Total</b>				<b>5,318.30</b>
<b>City of West Fargo/Sanitary Sewer</b>				
167 F&I Pipe SDR 26 - 8" Dia PVC	LF	677.00	40.00	27,080.00
168 Remove Pipe All Sizes All Types	LF	681.00	3.00	2,043.00
<b>City of West Fargo/Sanitary Sewer Total</b>				<b>29,123.00</b>
<b>City of West Fargo/Storm Sewer</b>				
169 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	350.00	4.00	1,400.00
170 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	80.00	4.00	320.00
171 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	75.00	5.00	375.00
172 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	5.00	500.00
173 F&I Manhole 4' Dia Reinf Conc	EA	1.00	2,450.00	2,450.00
174 F&I Manhole 5' Dia Reinf Conc	EA	1.00	3,600.00	3,600.00
175 F&I Manhole 7' Dia Reinf Conc	EA	1.00	5,100.00	5,100.00
176 F&I Manhole 8' Dia Reinf Conc	EA	3.00	6,400.00	19,200.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**

177 Remove Manhole	EA	12.00	500.00	6,000.00
178 F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	1,900.00	7,600.00
179 F&I Inlet - Double Box (DBI) Reinf Conc	EA	7.00	2,975.00	20,825.00
180 F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	1,900.00	3,800.00
181 Remove Inlet	EA	7.00	100.00	700.00
182 Connect Pipe to Exist Pipe	EA	7.00	700.00	4,900.00
183 F&I Pipe Arch Equiv 18" Reinf Conc	LF	84.00	70.00	5,880.00
184 F&I Pipe Arch Equiv 24" Reinf Conc	LF	92.00	80.00	7,360.00
185 F&I Pipe Arch Equiv 30" Reinf Conc	LF	8.00	100.00	800.00
186 F&I Pipe Arch Equiv 48" Reinf Conc	LF	1,041.00	165.00	171,765.00
187 F&I Pipe 12" Dia Reinf Conc	LF	174.00	40.00	6,960.00
188 F&I Pipe 15" Dia Reinf Conc	LF	67.00	65.00	4,355.00
189 F&I Pipe 36" Dia Reinf Conc	LF	586.00	105.00	61,530.00
190 F&I Pipe 12" Dia PVC	LF	37.00	40.00	1,480.00
191 F&I Pipe 15" Dia PVC	LF	21.00	50.00	1,050.00
192 Remove Pipe All Sizes All Types	LF	3,660.00	7.00	25,620.00
193 F&I Pipe w/GB 15" Dia Reinf Conc	LF	321.00	65.00	20,865.00
194 F&I Pipe w/GB 18" Dia Reinf Conc	LF	190.00	67.00	12,730.00
195 F&I Pipe w/GB 30" Dia Reinf Conc	LF	75.00	85.00	6,375.00
196 F&I Pipe w/GB 36" Dia Reinf Conc	LF	61.00	105.00	6,405.00
<b>City of West Fargo/Storm Sewer Total</b>				<b>409,945.00</b>
<b>City of West Fargo/Water Main</b>				
197 F&I Fittings C153 Ductile Iron	LB	2,705.00	5.50	14,877.50
198 F&I Hydrant	EA	6.00	4,400.00	26,400.00
199 Salvage Hydrant	EA	6.00	300.00	1,800.00
200 F&I Insulation 4" Thick	SY	50.00	40.00	2,000.00
201 Connect Pipe to Exist Pipe	EA	2.00	500.00	1,000.00
202 F&I Pipe C900 DR 18 - 4" Dia PVC	LF	8.00	100.00	800.00
203 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	99.00	40.00	3,960.00
204 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	67.00	40.00	2,680.00
205 F&I Pipe C900 DR 18 - 12" Dia PVC	LF	1,892.00	40.00	75,680.00
206 Remove Pipe All Sizes All Types	LF	2,455.00	5.00	12,275.00
207 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	309.00	70.00	21,630.00
208 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	193.00	75.00	14,475.00
209 F&I Gate Valve 4" Dia	EA	2.00	1,200.00	2,400.00
210 F&I Gate Valve 6" Dia	EA	6.00	1,350.00	8,100.00
211 F&I Gate Valve 8" Dia	EA	5.00	1,800.00	9,000.00
212 F&I Gate Valve 12" Dia	EA	3.00	2,900.00	8,700.00
213 Furnish Temp Water Svc	EA	1.00	11,000.00	11,000.00
<b>City of West Fargo/Water Main Total</b>				<b>216,777.50</b>
<b>City of West Fargo/Paving</b>				
214 Field Office	EA	0.50	20,000.00	10,000.00
215 Clear & Grub	LS	0.50	30,000.00	15,000.00
216 Remove Pavement 11" Thick All Types	SY	14,450.00	8.00	115,600.00
217 Topsoil - Strip & Spread	CY	1,303.00	20.00	26,060.00
218 Topsoil - Import	CY	250.00	20.00	5,000.00
219 Excavation	CY	10,119.00	12.00	121,428.00
220 Subcut	CY	2,500.00	4.00	10,000.00
221 Subgrade Preparation	SY	21,943.00	1.50	32,914.50
222 F&I Woven Geotextile	SY	21,943.00	1.50	32,914.50
223 F&I Class 5 Agg - 7" Thick	SY	248.00	12.00	2,976.00
224 F&I Class 5 Agg - 12" Thick	SY	21,943.00	10.50	230,401.50

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**

225 F&I Edge Drain 4" Dia PVC	LF	4,606.00	6.00	27,636.00
226 F&I Curb & Gutter Standard (Type II)	LF	4,690.00	18.00	84,420.00
227 F&I Curb & Gutter Custom	LF	3,783.00	18.00	68,094.00
228 Remove Curb & Gutter	LF	8,425.00	6.50	54,762.50
229 F&I Pavement 10" Thick Doweled Conc	SY	18,330.00	58.50	1,072,305.00
230 Remove Pavement 9" Thick Conc	SY	1,609.00	6.50	10,458.50
231 F&I Sidewalk 5" Thick Reinf Conc	SY	3,783.00	37.00	139,971.00
232 F&I Sidewalk 6" Thick Reinf Conc	SY	198.00	45.00	8,910.00
233 Remove Sidewalk 4" Thick Conc	SY	4,130.00	34.00	140,420.00
234 F&I Impressioned 4" Thick Reinf Conc	SY	1,322.00	70.00	92,540.00
235 Remove Driveway All Thicknesses All Types	SY	38.00	10.00	380.00
236 F&I Det Warn Panels Cast Iron	SF	277.00	45.00	12,465.00
237 F&I Casting - Floating Manhole	EA	1.00	1,000.00	1,000.00
238 Casting to Grade - Blvd	EA	6.00	400.00	2,400.00
239 Casting to Grade - w/Conc	EA	15.00	600.00	9,000.00
240 Repair Pavement-Patch Asph	SY	3,152.00	40.00	126,080.00
241 F&I Pavement Mix Wear Course Asph	TON	30.00	100.00	3,000.00
242 Remove Pavement All Thicknesses Asph	SY	299.00	7.00	2,093.00
243 Mulching Type 1 - Hydro	SY	7,726.00	0.40	3,090.40
244 Seeding Type B	SY	7,726.00	0.55	4,249.30
245 Temp Construction Entrance	EA	4.00	1,000.00	4,000.00
246 Inlet Protection - New Inlet	EA	15.00	110.00	1,650.00
247 Inlet Protection - Existing Inlet	EA	11.00	110.00	1,210.00
248 Traffic Control - Type 2	LS	0.50	195,000.00	97,500.00
249 Construction Signing	SF	60.00	8.50	510.00
250 Flagging	HR	1,750.00	40.00	70,000.00
<b>City of West Fargo/Paving Total</b>				<b>2,640,439.20</b>

**City of West Fargo/Street Lighting**

251 Interim Lighting System	LS	0.50	78,000.00	39,000.00
252 Install Street Light	EA	14.00	900.00	12,600.00
253 Relocate Street Light	EA	13.00	800.00	10,400.00
254 F&I Base 7" Deep Reinf Conc	EA	14.00	590.00	8,260.00
255 F&I Conductor #4 USE Cu	LF	6,002.00	2.50	15,005.00
256 F&I Conductor #6 USE Cu	LF	3,001.00	1.50	4,501.50
257 F&I Innerduct 2" Dia	LF	2,822.00	7.80	22,011.60
258 F&I Luminaire Type A	EA	8.00	645.00	5,160.00
259 F&I Pull Box	EA	1.00	880.00	880.00
<b>City of West Fargo/Street Lighting Total</b>				<b>117,818.10</b>

**City of West Fargo/Traffic Signals Improvements**

260 F&I PTZ Camera System	EA	0.50	7,600.00	3,800.00
261 F&I Signal Standard Combo - 35' MA	EA	0.50	12,300.00	6,150.00
262 F&I Signal Standard Combo - 36' MA	EA	1.00	13,850.00	13,850.00
263 F&I Signal Standard Combo - 39' MA	EA	1.00	14,800.00	14,800.00
264 F&I Signal Standard Combo - 42' MA	EA	0.50	24,200.00	12,100.00
265 F&I Signal Standard Combo - 44' MA	EA	1.00	24,400.00	24,400.00
266 F&I Signal Standard Combo - 50' MA	EA	0.50	27,900.00	13,950.00
267 F&I Signal Standard Combo - 55' MA	EA	1.00	30,900.00	30,900.00
268 F&I Signal Standard Combo - 61' MA	EA	0.50	32,900.00	16,450.00
269 Remove Signal Standard Type IV/Combo	EA	6.00	1,600.00	9,600.00
270 F&I Detection - Video System	EA	1.00	46,500.00	46,500.00
271 F&I Equipment Fargo Type B Cabinet	EA	1.50	29,500.00	44,250.00
272 F&I Equipment Battery Backup System	EA	1.50	8,300.00	12,450.00



**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-C1****Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,  
Street Lighting, Sidewalks & Incident**


273 F&I Foundation Type IV/Combo	EA	6.00	6,500.00	39,000.00
274 Remove Foundation Controller	EA	1.50	600.00	900.00
275 Remove Foundation Type IV/Combo	EA	6.00	2,000.00	12,000.00
276 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	12.00	980.00	11,760.00
277 F&I Head 3 Sect w/12" LED MA Mtd	EA	9.00	1,345.00	12,105.00
278 F&I Head 3 Sect w/12" LED Post Mtd	EA	4.50	1,365.00	6,142.50
279 F&I Head 4 Sect w/12" LED MA Mtd	EA	6.00	1,500.00	9,000.00
280 F&I Head 5 Sect Stack w/12" LED Post Mtd	EA	1.50	1,975.00	2,962.50
281 F&I Signal Cable AWG 14/2	LF	1,984.50	1.30	2,579.85
282 F&I Signal Cable AWG 14/20	LF	932.50	3.20	2,984.00
283 F&I Signal Cable AWG 16/3	LF	1,437.00	2.00	2,874.00
284 F&I Signal Cable 3M Opticom	LF	511.50	2.20	1,125.30
285 F&I Signal Cable CAT 6	LF	44.00	3.15	138.60
286 F&I Signal Cable #6 RHW	LF	82.00	2.75	225.50
287 F&I Signal Cable #6 THW	LF	41.00	2.65	108.65
288 Salvage Signal Cable	LS	0.50	3,170.00	1,585.00
289 F&I Fiber Optic Terminations & Equip	LS	0.50	13,450.00	6,725.00
290 F&I Conduit 1" Dia	LF	180.50	10.00	1,805.00
291 F&I Conduit 2" Dia	LF	2,306.50	12.00	27,678.00
292 F&I Conduit 4" Dia	LF	501.00	15.00	7,515.00
293 F&I Ped Push Button & Sign	EA	12.00	1,260.00	15,120.00
294 F&I Ped Push Button Post	EA	11.00	950.00	10,450.00
295 F&I Pull Box PVC	EA	9.00	1,100.00	9,900.00
296 F&I Pull Box Polymer Conc	EA	1.50	2,600.00	3,900.00
297 Remove Pull Box PVC	EA	18.50	400.00	7,400.00
298 F&I Traffic Signal Interim System	EA	1.50	27,800.00	41,700.00
299 F&I Traffic Signal Feed Point	EA	1.00	4,500.00	4,500.00
300 F&I Traffic Signal - Street Light Combo Feed Point	EA	0.50	12,200.00	6,100.00
301 Salvage Traffic Signal Equipment	LS	0.50	14,000.00	7,000.00
302 Remove Feed Point	EA	1.50	800.00	1,200.00
<b>City of West Fargo/Traffic Signals Improvements Total</b>				<b>505,683.90</b>
<b>City of West Fargo/Striping - Pavement Marking</b>				
303 Obliterate Pavement Markings	SF	1,000.00	5.05	5,050.00
304 F&I Grooved Plastic Film Message	SF	358.00	32.45	11,617.10
305 F&I Grooved Plastic Film 4" Wide	LF	2,259.00	5.00	11,295.00
306 F&I Grooved Plastic Film 8" Wide	LF	3,396.00	11.25	38,205.00
307 F&I Grooved Plastic Film 16" Wide	LF	27.00	22.25	600.75
308 F&I Grooved Plastic Film 24" Wide	LF	925.00	34.50	31,912.50
309 F&I Grooved Contrast Film 7" Wide	LF	1,370.00	10.30	14,111.00
310 Paint Epoxy Message	SF	182.00	20.20	3,676.40
<b>City of West Fargo/Striping - Pavement Marking Total</b>				<b>116,467.75</b>
<b>City of West Fargo/Signing</b>				
311 Remove Sign Assembly	EA	23.00	10.50	241.50
312 F&I Sign Assembly & Anchor	EA	23.00	88.50	2,035.50
313 F&I Diamond Grade Cubed	SF	41.70	21.00	875.70
314 F&I High Intensity Prismatic	SF	87.50	20.00	1,750.00
315 F&I Flexible Delineator	EA	8.00	73.00	584.00
<b>City of West Fargo/Signing Total</b>				<b>5,486.70</b>
<b>Total Construction in \$</b>				<b>8,800,573.25</b>

**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-18-C1**  
**Grading, PCC Pavement, Storm Sewer, Watermain, Traffic Signals,**  
**Street Lighting, Sidewalks & Inciden**

Engineering	4.00 %	352,022.93
Legal & Misc	7.00 %	616,040.13
Contingencies	10.00 %	880,057.32
Administration	5.82 %	512,193.36
Interest	4.00 %	352,022.93
Outside Engineering	10.81 %	951,341.97
<b>Total Estimated Costs</b>		<b>12,464,251.89</b>
Special Assessments		6,629,740.00
Utility Funds - Water - 501		181,978.13
City of West Fargo Funds		5,624,383.79
Traffic Engineering Funds - 101		28,150.00
<b>Unfunded Costs</b>		<b>-0.03</b>

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

Date: 03/07/2018

  
Tom Knakmuhs

Division Engineer



## REPORT OF ACTION

25

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No: BN-18-J1 Type: Infrastructure Request  
 Location: Rocking Horse Farm 5<sup>th</sup> Addition Date of Hearing: 3/5/2018

<u>Routing</u>	<u>Date</u>
City Commission	3/12/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the communication from Project Manager, Jason Leonard, regarding a request for infrastructure to service a portion of Rocking Horse Farm 5<sup>th</sup> Addition. The Developer hired a consultant, Houston Engineering, to do the design work to expedite the bidding process. The City will publicly bid and manage construction of the project.

Staff is recommending approval for the creation of Improvement District BN-18-J1 contingent upon the execution of the Special Assessment Security Agreement and letter of credit.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of the infrastructure request.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and create Improvement District No. BN-18-J1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
Y	
Y	
Y	


COMMITTEE

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  
 Kent Costin, Finance Director

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Civil Engineer II  
**Date:** February 28, 2018  
**Re:** Utility and Paving Infrastructure request for Rocking Horse Farm 5<sup>th</sup> Addition

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### Background:

Attached you will find a request from Jan Promersberger requesting infrastructure in Rocking Horse Farm 5<sup>th</sup> Addition.

Currently the developer has hired a Consultant to design the infrastructure and the City of Fargo will bid and inspect the construction of Foxtail Lane S and Bluebell Loop S. This project will be bid April 4<sup>th</sup>. He is asking for a spring bid for a 2018 construction start. We should be able to work that into our schedule.

We have reviewed the requirements for infrastructure requests and the Developer has met six of the seven requirements. The remaining item is as follows:

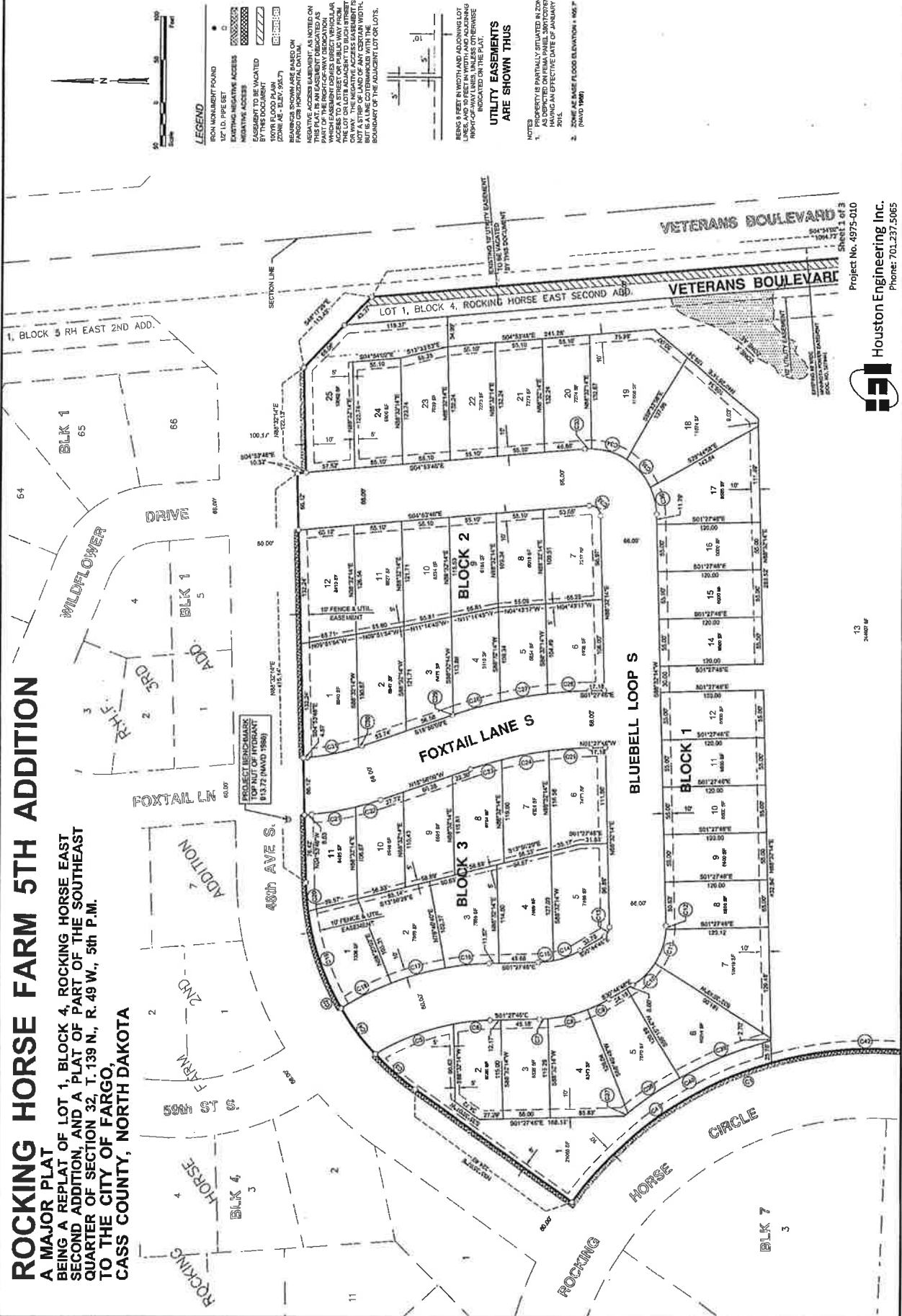
- The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and letter of credit.

### 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.

# ROCKING HORSE FARM 5TH ADDITION

A MAJOR PLAT  
BEING A REPLAT OF LOT 1, BLOCK 4, ROCKING HORSE EAST  
SECOND ADDITION, AND A PLAT OF PART OF THE SOUTHEAST  
QUARTER OF SECTION 32, T. 139 N., R. 49 W., 5th P.M.  
TO THE CITY OF FARGO,  
CASS COUNTY, NORTH DAKOTA





February 27, 2018

Mark Bittner, PE  
Director of Engineering  
City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102

RE: Rocking Horse Farm 5<sup>th</sup> Addition  
Infrastructure Request

Dear Mr. Bittner:

Jetland Properties, LLC hereby requests that the City of Fargo bid, install infrastructure (underground, storm detention, paving, lighting, etc.), and special assess the improvements for the area recently platted as Rocking Horse Farm 5<sup>th</sup> Addition. This includes infrastructure for residential and HOA lots in Blocks 1 through 3.

Jetland has hired Houston Engineering, Inc. to develop the plans and specifications for the infrastructure improvements. Jetland's objective is for the City to open bids for the project on April 4, 2018; begin construction in May 2018; and have lots ready for residential home construction by September 1, 2018. Jetland acknowledges that this project includes special assessments for paving which is protestable. Jetland Properties, LLC hereby waives its rights to protest these paving improvements in order to expedite the bidding process.

Please coordinate your Rocking Horse Farm 5<sup>th</sup> Addition infrastructure project communications with Mike Love, Houston Engineering, Inc.

Sincerely yours,

  
\_\_\_\_\_  
Jan Promersberger, President  
Jetland Properties, LLC

Cc: Mr. Steve Sprague, City Auditor

COVER SHEET  
CITY OF FARGO PROJECTS

26-1

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:

Concrete Pavement Rehabilitation & Incidentals

Improvement District No. PR-18-C

Call For Bids March 12, 2018

Advertise Dates March 19 & March 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date September 1, 2018

Final Completion Date October 1, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 CIP**

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 Jeremy Engquist

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)

ENGINEER'S REPORT  
 CONCRETE PAVEMENT REHABILITATION & INCIDENTALS  
 IMPROVEMENT DISTRICT NO. PR-18-C

**Nature & Scope**

The proposed project will include concrete pavement repair and incidentals on 25<sup>th</sup> Street South from 2<sup>nd</sup> Avenue South to 12<sup>th</sup> Avenue South.

**Purpose**

The purpose of the project is to correct deficiencies which have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

**Feasibility**

The construction cost is estimated to be \$1,226,542. It will be paid by Street Sales Tax Funds and Special Assessments. The cost breakdown is as follows:

Estimated Construction Cost:	\$ 1,226,542.00
Assessed Portion:	\$ 613,271.00
Plus Engineering Fees (11%):	67,460.00
Plus Administration Fees (6%):	36,796.00
Plus Interest (4%):	24,531.00
Plus Legal/Misc Fees (3%):	18,398.00
Total Assessed:	<u>\$ 760,456.00</u>
City Portion:	\$ 613,271.00
Plus Engineering Fees (6%):	36,796.00
Plus Interest (4%):	24,531.00
Plus Legal/Misc Fees (3%):	18,398.00
City Cost:	<u>\$ 692,996.00</u>
Total:	
Estimated Construction Cost:	\$ 1,226,542.00
Plus Engineering Fees (8.50%):	104,256.00
Plus Administration Fees (3%):	36,796.00
Plus Interest (4%):	49,062.00
Plus Legal/Misc Fees (3%):	36,796.00
Total Cost:	<u>\$ 1,453,452.00</u>
Assessed Cost (52.32%):	\$ 760,456.00




Engineer's Report  
Improvement District No. PR-18-C  
Page 2

City Cost (Sales Tax Funds – 47.68%):	\$ 692,996.00
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We believe this project to be cost effective.



  
Tom Knakmuhs, P.E.  
Division Engineer

March, 2018

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

CONCRETE PAVEMENT REHABILITATION & INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-18-C

LOCATION:

On 25th Street South from 306' south of 12th Avenue South to 2nd Avenue South.

COMPRISING:

All property located within the area bordered:

- Bound on west by 36<sup>th</sup> Street South.
- Bound on north by east/west Burlington Northern Santa Fe Railroad and 2<sup>nd</sup> Avenue South.
- Bound on east by 21st Street South and Cass County Drain #3.
- Bound on south by:

Lots 10 through 13, Block 3.  
All in Acme's Second Addition.

13<sup>th</sup> Avenue South from 23<sup>rd</sup> Street to 28<sup>th</sup> Street.

Lot 6, Block A.  
Lot 8, Block B.  
All in Morton's Subdivision.

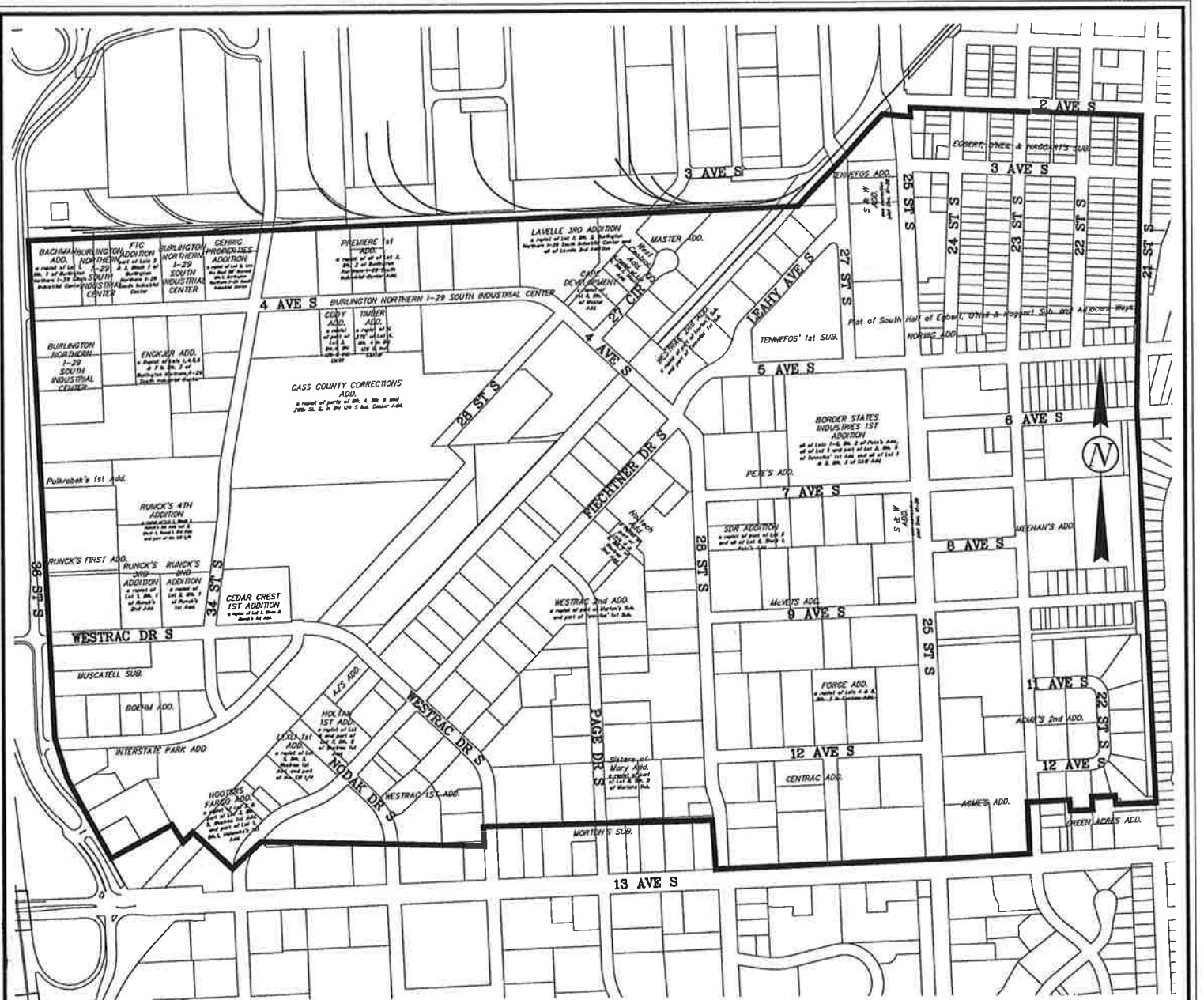
Lot 3, Block 1, Sisters of Mary Addition.

Lots 2 and 8, Block 2.  
Lots 2 and 3, Block 1.  
All in Westrac First Addition.

Lot 1, Block 1, Hooters Fargo Addition.

Lots 6, 10, and 11, Block 4, Interstate Park Addition.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

CONCRETE PAVEMENT REHABILITATION  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-18-C

COVER SHEET  
CITY OF FARGO PROJECTS

(26-2)

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:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-18-J

Call For Bids March 12, 2018

Advertise Dates March 19 and 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date October 6, 2018

Final Completion Date November 6, 2018

N/A PWPEC Report (Attach Copy) (**Part of 2018 CIP**)

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 Aaron Edgar

Phone No. 701-476-4108

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

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)

**ENGINEER'S REPORT**  
**WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,**  
**& INCIDENTALS**

IMPROVEMENT DISTRICT NO. BR-18-J

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer, and street reconstruction including street lighting.

The project will be on 19<sup>th</sup> Avenue South from 9<sup>th</sup> Street to 5<sup>th</sup> Street, on South Drive South from 9<sup>th</sup> Street to 7<sup>th</sup> Street, and on 7<sup>th</sup> Street South from 18<sup>th</sup> Avenue to 19<sup>th</sup> Avenue.

**Purpose**

The existing water mains are cast iron, which were installed almost 60 years ago and are being replaced to minimize impacts and costs associated with breaks.

The existing sanitary sewer mains are VCP pipe that was installed almost 60 years ago and are showing signs of deterioration. As part of this project, we will replace the sanitary sewer pipe.

The street reconstruction is necessary because the existing concrete street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, street lights, and isolated sidewalk repairs.

The project will be funded by a combination of Sales Tax, Water Main, Sanitary Sewer, and Special Assessments. Assessments will be applied per City policy for the water main replacement, sanitary sewer replacement, street reconstruction, and streetlights.

**Feasibility**

The estimated cost of construction is \$2,292,000. The cost breakdown is as follows:

<b><u>Sanitary Sewer Costs</u></b>	\$ 451,000
Assessed Sanitary Sewer Costs	\$ 143,000
Plus 11% Engineering Fees:	\$ 15,730
Plus 6% Administration Fees:	\$ 8,580
Plus 4% Interest Fees:	\$ 5,720
Plus 3% Legal Fees:	\$ 4,290
Remaining Sanitary Sewer Costs	\$ 308,000
Plus 6% Engineering Fees:	\$ 18,480
Plus 4% Interest Fees:	\$ 12,320
Plus 3% Legal Fees:	\$ 9,240
Total Estimated Sanitary Sewer Cost:	\$ 525,360
 <b><u>Storm Sewer Costs</u></b>	 \$ 100,000
Assessed Storm Sewer Costs	\$ 50,000
Plus 11% Engineering Fees:	\$ 5,500
Plus 6% Administration Fees:	\$ 3,000
Plus 4% Interest Fees:	\$ 2,000
Plus 3% Legal Fees:	\$ 1,500
Remaining Storm Sewer Costs	\$ 50,000
Plus 6% Engineering Fees:	\$ 3,000
Plus 4% Interest Fees:	\$ 2,000
Plus 3% Legal Fees:	\$ 1,500
Total Estimated Storm Sewer Cost:	\$ 118,500

<u>Water Main Costs</u>		\$ 516,000
Assessed Water Main Costs		\$ 258,000
Plus 11% Engineering Fees:		\$ 28,380
Plus 6% Administration Fees:		\$ 15,480
Plus 4% Interest Fees:		\$ 10,320
Plus 3% Legal Fees:		\$ 7,740
Remaining Water Main Costs		\$ 258,000
Plus 6% Engineering Fees:		\$ 15,480
Plus 4% Interest Fees:		\$ 10,320
Plus 3% Legal Fees:		\$ 7,740
Total Estimated Water Main Cost:		\$ 611,460
 <u>Street Lighting Costs</u>		 \$ 100,000
Assessed Street Lighting Costs		\$ 100,000
Plus 11% Engineering Fees:		\$ 11,000
Plus 6% Administration Fees:		\$ 6,000
Plus 4% Interest Fees:		\$ 4,000
Plus 3% Legal Fees:		\$ 3,000
Total Estimated Street Lighting Cost:		\$ 124,000
 <u>Street Reconstruction Costs</u>		 \$ 1,125,000
Assessed Street Reconstruction Costs		\$ 562,500
Plus 11% Engineering Fees:		\$ 61,875
Plus 6% Administration Fees:		\$ 33,750
Plus 4% Interest Fees:		\$ 22,500
Plus 3% Legal Fees:		\$ 16,875
Remaining Street Reconstruction Costs		\$ 562,500
Plus 6% Engineering Fees:		\$ 33,750
Plus 4% Interest Fees:		\$ 22,500
Plus 3% Legal Fees:		\$ 16,875
Total Estimated Street Reconstruction Cost:		\$ 1,333,125
 <u>Project Funding Summary</u>		 
Sanitary Sewer Funds	(12.83%)	\$ 348,040
Water Main Funds	(10.75%)	\$ 291,540
Infrastructure Sales Tax	(25.52%)	\$ 692,125
Special Assessment	(50.90%)	\$ 1,380,740
<b>Total Estimated Project Cost</b>		<b>\$ 2,712,445</b>

The cost to property owners will be per City policy.

We believe this project to be cost effective.

March 2018



*Tom Knakmuhs*  
Tom Knakmuhs, PE  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-J

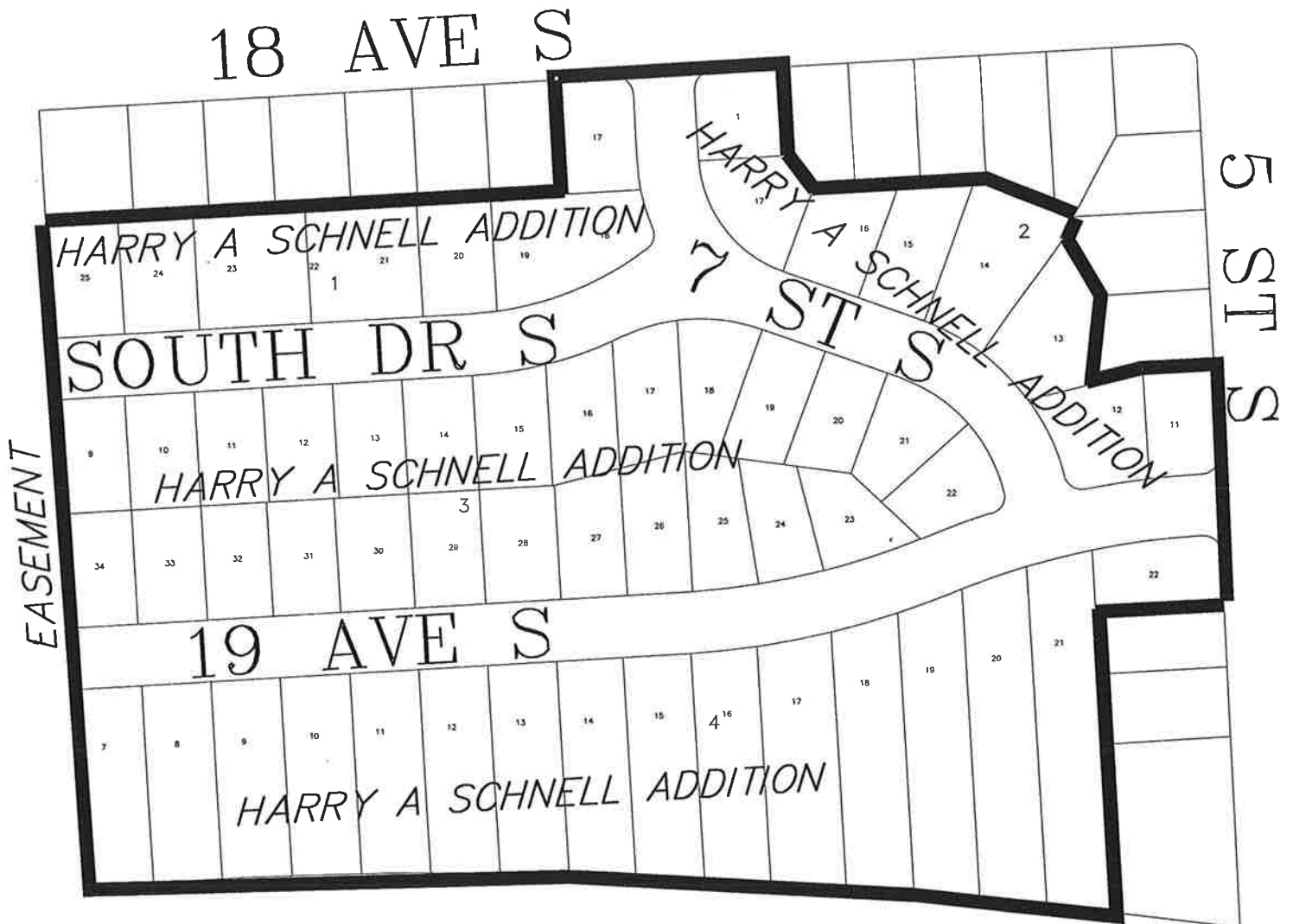
LOCATION:

On 19<sup>th</sup> Avenue South from 9<sup>th</sup> Street to 5<sup>th</sup> Street, on South Drive South from 9<sup>th</sup> Street to 7<sup>th</sup> Street, and on 7<sup>th</sup> Street South from 18<sup>th</sup> Avenue to 19<sup>th</sup> Avenue.

COMPRISING:

Lots 17 through 25, Block 1.  
Lot 1, Block 2.  
Lots 11 through 17, Block 2.  
Lots 9 through 34, Block 3.  
Lots 7 through 22, Block 4.  
All in Harry A Schnell Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT  
LOCATION & ASSESSMENT AREA  
WATER MAIN REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-J



COVER SHEET  
CITY OF FARGO PROJECTS

26-3

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

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

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb and Gutter, Asphalt Pavement, Lighting and Incidentals

Improvement District No. BN-18-J1

Call For Bids March 12, 2018

Advertise Dates March 19 & 26, 2018

Bid Opening Date April 4, 2018

Substantial Completion Date September 1, 2018

Completion Date October 1, 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 (Jan Promersberger)

Project Engineer Consultant: Michael P. Love, Project Engineer: Jason Leonard

Phone No. (701) 237-5065 (701) 476-6680

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- N/A Adopt Resolution of Necessity (Land owner has waived right of protest)
- X Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No: BN-18-J1 Type: Infrastructure Request  
 Location: Rocking Horse Farm 5<sup>th</sup> Addition Date of Hearing: 3/5/2018

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/12/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the communication from Project Manager, Jason Leonard, regarding a request for infrastructure to service a portion of Rocking Horse Farm 5<sup>th</sup> Addition. The Developer hired a consultant, Houston Engineering, to do the design work to expedite the bidding process. The City will publicly bid and manage construction of the project.

Staff is recommending approval for the creation of Improvement District BN-18-J1 contingent upon the execution of the Special Assessment Security Agreement and letter of credit.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of the infrastructure request.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and create Improvement District No. BN-18-J1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
<u>Y</u>	<u>  </u>
<u>Y</u>	<u>  </u>
<u>Y</u>	<u>  </u>


COMMITTEE

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  
 Kent Costin, Finance Director

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

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer

## ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB AND GUTTER,  
ASPHALT PAVEMENT, LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-J

### Nature & Scope

This project is for the new construction of underground utilities, asphalt pavement, and street lighting for Bluebell Loop S and Foxtail Lane S, south of 48<sup>th</sup> Ave S and west of Veterans Blvd S.

### Purpose

This purpose of this project is to provide public access and municipal utilities to the Rocking Horse Farm 5<sup>th</sup> Addition

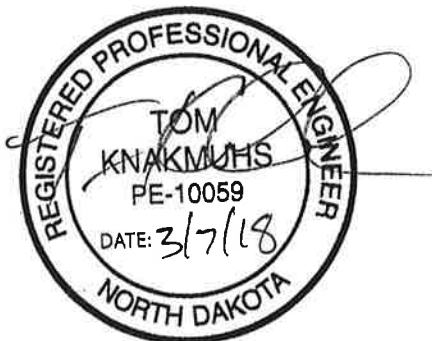
### Feasibility


The estimated cost of construction is \$1,353,489.40. The project will be paid for entirely from Special Assessments. A breakdown of costs is as follows:

#### Special Assessed

Estimated Construction Cost:	\$ 1,353,489.40
Outside Engineering Design Cost Paid By Developer:	\$ 0.00
Engineering (7%):	\$ 94,744.26
Administrative (6%):	\$ 81,209.36
Legal & Misc. (3%):	\$ 40,604.68
Interest (4%):	\$ 54,139.58
Total Anticipated Project Cost:	\$ 1,624,187.28

We believe this project to be cost effective.



  
Thomas Knakmuhs, PE  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB AND  
GUTTER, ASPHALT PAVEMENT, LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-J

LOCATION:

Bluebell Loop South and Foxtail Lane South between, south of 48<sup>th</sup> Avenue South  
and west of Veterans Boulevard South.

COMPRISING:

Lots 1 through 25, Block 1

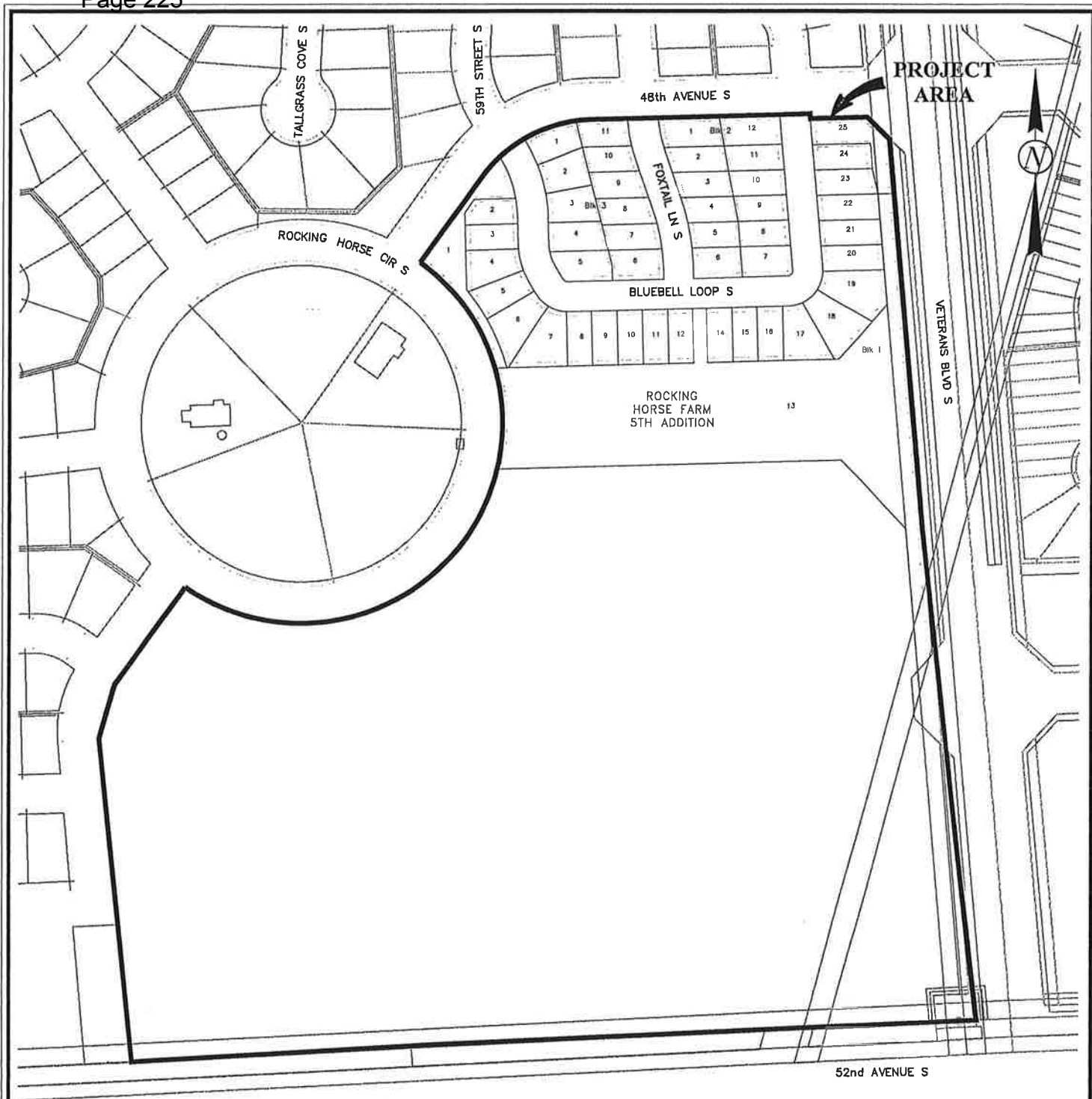
Lots 1 through 12, Block 2

Lots 1 through 11, Block 3

All platted within Rocking Horse Farm Fifth Addition

The unplatted land located in the SE ¼ of Section 32, T139N, R49W.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

PROJECT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB  
AND GUTTER, ASPHALT PAVEMENT, LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-J

# COVER SHEET CITY OF FARGO PROJECTS

26-4

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:

Improvement District No. Asphalt Mill & Overlay & Incidentals  
PR-18-F

Call For Bids March 12, 2018

Advertise Dates March 19 & 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date September 29, 2018

Final Completion Date October 29, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 CIP**

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 Hoogland

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)

ENGINEER'S REPORT  
ASPHALT MILL & OVERLAY & INCIDENTALS  
IMPROVEMENT DISTRICT NO. PR-18-F

**Nature & Scope**

Under this project, streets and avenues will be milled and overlaid as follows:

**Section 1:**

On Hickory Street North from 32<sup>nd</sup> Avenue North to Maple Street North.  
On Maple Street North from 32<sup>nd</sup> Avenue North to 29<sup>th</sup> Avenue North.  
On Par Street North from 32<sup>nd</sup> Avenue North to Bohnet Boulevard North.  
On Bohnet Boulevard North from 32<sup>nd</sup> Avenue North to Maple Street North.  
On Peterson Parkway North from 32<sup>nd</sup> Avenue North to Maple Street North.

**Section 2:**

On Edgemont Street North from Forest Avenue North to 29<sup>th</sup> Avenue North.  
On 3<sup>rd</sup> Street North from 32<sup>nd</sup> Avenue North to 28<sup>th</sup> Avenue North.  
On Edgewood Drive North from 3<sup>rd</sup> Street North to 3<sup>rd</sup> Street North.  
On 2<sup>nd</sup> Street North from 32<sup>nd</sup> Avenue North to 28<sup>th</sup> Avenue North.  
On 1<sup>st</sup> Street North from Elm Street North to 28<sup>th</sup> Avenue North.  
On 28<sup>th</sup> Avenue North from Elm Street North to Broadway North.  
On 29<sup>th</sup> Avenue North from Elm Street North to Broadway North.  
On Cedar Avenue North from Elm Street North to 2<sup>nd</sup> Street North.  
On Forest Avenue North from Elm Street North to Broadway North.  
On 30<sup>th</sup> Avenue North from Edgewood Drive North to Broadway North.  
On 31<sup>st</sup> Avenue North from Elm Street North to 2<sup>nd</sup> Street North.  
On 31<sup>st</sup> Avenue North from 3<sup>rd</sup> Street North to Broadway North.

**Section 3:**

On 29<sup>th</sup> Street North from 7<sup>th</sup> Avenue North to 11<sup>th</sup> Avenue North.  
On 30<sup>th</sup> Street North from 7 ½ Avenue North to 10<sup>th</sup> Avenue North.  
On 31<sup>st</sup> Street North from 7<sup>th</sup> Avenue North to 10<sup>th</sup> Avenue North.  
On 32<sup>nd</sup> Street North from 8<sup>th</sup> Avenue North to 12<sup>th</sup> Avenue North.  
On 7 ½ Avenue North from 30<sup>th</sup> Street North to 31<sup>st</sup> Street North.  
On 8<sup>th</sup> Avenue North from 28<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 10<sup>th</sup> Avenue North from 28<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 11<sup>th</sup> Avenue North from 29<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On Madison Avenue North from 29<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 12<sup>th</sup> Avenue North from 25<sup>th</sup> Street North to 29<sup>th</sup> Street North.

**Section 4:**

On 1<sup>st</sup> Street North from 5<sup>th</sup> Avenue North to 7<sup>th</sup> Avenue North.  
On Oak Street North from 5<sup>th</sup> Avenue North to 7<sup>th</sup> Avenue North.  
On Elm Street North from 6<sup>th</sup> Avenue North to North Terrace North.  
On Short Street North from South Terrace North to North Terrace North.  
On Ash Street North north of South Terrace North.  
On 6<sup>th</sup> Avenue North from ½ block west of 1<sup>st</sup> Street North to Elm Street.

On 7<sup>th</sup> Avenue North from ½ block west of 1<sup>st</sup> Street North to Elm Street.  
On North Terrace North from Elm Street North to Short Street North.  
On South Terrace North from Elm Street North to Ash Street North.

### **Purpose**

The above named streets and avenues are in need of rehabilitation. A mill and overlay will provide a new wearing surface as well as correct deficiencies which have appeared over time. Rehabilitation at this time is a cost effective means of extending the useful life of the street.

### **Feasibility**

The construction cost is estimated to be \$2,284,100.00. It will be paid by Special Assessments and Street Rehabilitation funds. The cost breakdown is as follows:

#### **Section 1:**

Estimated Construction Cost: \$ 344,500.00

Assessed Portion:	\$ 172,250.00
Plus Engineering Fees (11%):	18,947.50
Plus Administration Fees (6%):	10,335.00
Plus Legal/Misc Fees (3%):	5,167.50
Plus Interest (4%):	6,890.00
Total Assessed:	\$ 213,590.00

City Portion:	\$ 172,250.00
Plus Engineering Fees (6%):	10,335.00
Plus Legal/Misc Fees (3%):	5,167.50
Plus Interest (4%):	6,890.00
City Cost (Street Rehabilitation Funds):	\$ 194,642.50

#### **Section 2:**

Estimated Construction Cost: \$1,077,100.00

Assessed Portion:	\$ 538,550.00
Plus Engineering Fees (11%):	59,240.50
Plus Administration Fees (6%):	32,313.00
Plus Legal/Misc Fees (3%):	16,156.50
Plus Interest (4%):	21,542.00
Total Assessed:	\$ 667,802.00

City Portion:	\$ 538,550.00
Plus Engineering Fees (6%):	32,313.00
Plus Legal/Misc Fees (3%):	16,156.50
Plus Interest (4%):	21,542.00
City Cost (Street Rehabilitation Funds):	\$ 608,561.50

#### **Section 3:**

Estimated Construction Cost: \$ 508,400.00

Assessed Portion: \$ 254,200.00



Plus Engineering Fees (11%):	27,962.00
Plus Administration Fees (6%):	15,252.00
Plus Legal/Misc Fees (3%):	7,626.00
Plus Interest (4%):	10,168.00
Total Assessed:	\$ 315,208.00

City Portion:	\$ 254,400.00
Plus Engineering Fees (6%):	15,252.00
Plus Legal/Misc Fees (3%):	7,626.00
Plus Interest (4%):	10,168.00
City Cost (Street Rehabilitation Funds):	\$ 287,446.00

Section 4:

Estimated Construction Cost:	\$ 354,100.00
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Assessed Portion:	\$ 177,050.00
Plus Engineering Fees (11%):	19,475.50
Plus Administration Fees (6%):	10,623.00
Plus Legal/Misc Fees (3%):	5,311.50
Plus Interest (4%):	7,082.00
Total Assessed:	\$ 219,542.00

City Portion:	\$ 177,050.00
Plus Engineering Fees (6%):	10,623.00
Plus Legal/Misc Fees (3%):	5,311.50
Plus Interest (4%):	7,082.00
City Cost (Street Rehabilitation Funds):	\$ 200,066.50

Total:	
Estimated Construction Cost:	\$2,284,100.00
Plus Engineering Fees (8.5%):	194,148.50
Plus Administration Fees (3%):	68,523.00
Plus Legal/Misc Fees (3%):	68,523.00
Plus Interest (4%):	91,364.00
Total Cost:	\$2,706,658.50

Assessed Cost (52.32%):	\$1,416,142.00
City Cost (Street Rehabilitation Funds – 47.68%):	\$1,290,716.50

We believe this to be cost effective.



  
Tom Knakmuhs, P.E.  
City Engineer

March, 2018

**CITY OF FARGO  
ENGINEERING DEPARTMENT**

**LOCATION & COMPRISING**

**ASPHALT MILL & OVERLAY & INCIDENTALS**

**IMPROVEMENT DISTRICT NO. PR-18-F**

**LOCATION (Section 1):**

On Hickory Street North from 32<sup>nd</sup> Avenue North to Maple Street North.  
On Maple Street North from 32<sup>nd</sup> Avenue North to 29<sup>th</sup> Avenue North.  
On Par Street North from 32<sup>nd</sup> Avenue North to Bohnet Boulevard North.  
On Bohnet Boulevard North from 32<sup>nd</sup> Avenue North to Maple Street North.  
On Peterson Parkway North from 32<sup>nd</sup> Avenue North to Maple Street North.

**LOCATION (Section 2):**

On Edgemont Street North from Forest Avenue North to 29<sup>th</sup> Avenue North.  
On 3<sup>rd</sup> Street North from 32<sup>nd</sup> Avenue North to 28<sup>th</sup> Avenue North.  
On Edgewood Drive North from 3<sup>rd</sup> Street North to 3<sup>rd</sup> Street North.  
On 2<sup>nd</sup> Street North from 32<sup>nd</sup> Avenue North to 28<sup>th</sup> Avenue North.  
On 1<sup>st</sup> Street North from Elm Street North to 28<sup>th</sup> Avenue North.  
On 28<sup>th</sup> Avenue North from Elm Street North to Broadway North.  
On 29<sup>th</sup> Avenue North from Elm Street North to Broadway North.  
On Cedar Avenue North from Elm Street North to 2<sup>nd</sup> Street North.  
On Forest Avenue North from Elm Street North to Broadway North.  
On 30<sup>th</sup> Avenue North from Edgewood Drive North to Broadway North.  
On 31<sup>st</sup> Avenue North from Elm Street North to 2<sup>nd</sup> Street North.  
On 31<sup>st</sup> Avenue North from 3<sup>rd</sup> Street North to Broadway North.

**LOCATION (Section 3):**

On 29<sup>th</sup> Street North from 7<sup>th</sup> Avenue North to 11<sup>th</sup> Avenue North.  
On 30<sup>th</sup> Street North from 7 ½ Avenue North to 10<sup>th</sup> Avenue North.  
On 31<sup>st</sup> Street North from 7<sup>th</sup> Avenue North to 10<sup>th</sup> Avenue North.  
On 32<sup>nd</sup> Street North from 8<sup>th</sup> Avenue North to 12<sup>th</sup> Avenue North.  
On 7 ½ Avenue North from 30<sup>th</sup> Street North to 31<sup>st</sup> Street North.  
On 8<sup>th</sup> Avenue North from 28<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 10<sup>th</sup> Avenue North from 28<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 11<sup>th</sup> Avenue North from 29<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On Madison Avenue North from 29<sup>th</sup> Street North to 32<sup>nd</sup> Street North.  
On 12<sup>th</sup> Avenue North from 25<sup>th</sup> Street North to 29<sup>th</sup> Street North.

**LOCATION (Section 4):**

On 1<sup>st</sup> Street North from 5<sup>th</sup> Avenue North to 7<sup>th</sup> Avenue North.

On Oak Street North from 5<sup>th</sup> Avenue North to 7<sup>th</sup> Avenue North.  
On Elm Street North from 6<sup>th</sup> Avenue North to North Terrace North.  
On Short Street North from South Terrace North to North Terrace North.  
On Ash Street North north of South Terrace North.  
On 6<sup>th</sup> Avenue North from ½ block west of 1<sup>st</sup> Street North to Elm Street.  
On 7<sup>th</sup> Avenue North from ½ block west of 1<sup>st</sup> Street North to Elm Street.  
On North Terrace North from Elm Street North to Short Street North.  
On South Terrace North from Elm Street North to Ash Street North.

**COMPRISING (Section 1):**

Lots 1 through 8, Block 1.  
Lots 1 through 15, Block 2.  
Lots 1 through 32, Block 3.  
Lots 1 through 27, Block 4.  
All in Edgewood Farms Addition.

Lots 2 and 26 through 44, Block 1.  
Lots 1 and 5 through 20, Block 2.  
Lots 1 through 8, Block 3.  
Lots 2 through 5, Block 4.  
Lots 1, 2, 3, 6, 7, & 8, Block 5.  
All in Longfellow Park Addition.

Lots 1 & 2, Block 1, Staton Addition.

**COMPRISING (Section 2):**

Lots 1 through 4, Block 1.  
Lots 1 through 7, Block 2.  
Lots 1 through 13, Block 3.  
Lots 1 through 32, Block 4.  
Lots 1 through 35, Block 5.  
Lots 2 through 21, Block 6.  
Lots 1 through 37, Block 7.  
Lots 1 through 31, Block 8.  
Lots 1 through 22, Block 9.  
Lots 1 through 18, Block 10.  
Lots 1 through 14, Block 11.  
Lots 1 through 11, Block 12.  
Lots 1 through 11, Block 13.  
All in Edgewood 1<sup>st</sup> Addition.

Lots 1 through 20, Block 1.  
Lots 1 through 10, Block 2.  
Block 3.  
Block 5.  
Lots 1 through 21, Block 6.

Location & Comprising  
Improvement District No. PR-18-F  
Page 3

Lots 36 through 44, Block 6.  
Lots 1 & 6 through 10, Block 7.  
Lots 1 through 12, Block 8.  
Lots 1 through 16, Block 9.  
Lots 1 through 21, Block 10.  
All in Edgewood 2<sup>nd</sup> Addition.

Lots 1 through 3, Block 1.  
Lots 8 through 19, Block 1.  
Lots 1 through 15, Block 2.  
All in Asp Addition.

Lots 1, 2, 3, 4, 6, 7 & 8, Block 1, Trollwood Land Addition.

Lots 5A & 5B, Block 1, Trollwood Land Two Addition.

**COMPRISING (Section 3):**

Lots 1 & 2, Block 1, Premiere 2<sup>nd</sup> Addition.

Lots 2 through 7, Block 1.  
Lots 11 through 15, Block 1.  
Lots 2 through 7, Block 2.  
Lots 16 through 21, Block 2.  
Lots 2 through 7, Block 3.  
Lots 16 through 21, Block 3.  
Lots 2 through 7, Block 4.  
Lots 16 through 21, Block 4.  
Lots 13 through 24, Block 13.  
Lots 15 through 28, Block 20.  
Lots 10 through 18, Block 29.  
All in College 2<sup>nd</sup> Addition.

Lots 1, 2, 3 & 6, Golden Ridge Addition.

Lots 1 through 4, Block 1.  
Lots 1 through 3, Block 2.  
Lots 1A & 1 through 5, Block 3.  
Lots 1 through 12, Block 4.  
Lots 1A & 1 through 5, Block 5.  
Lots 1 through 20, Block 6.  
Lots 1A & 1, Block 7.  
Lots 1 through 10, Block 8.  
All in Stuart Hilleboe Subdivision.

Lots 1 through 15, Block 1.  
Lots 23 through 40, Block 1.  
Lots 1 through 14, Block 2.

Location & Comprising  
Improvement District No. PR-18-F  
Page 4

Lots 1 through 8, Block 3.  
All in Model Cities Addition.

Lots 1 through 38, Block 1.  
Lots 1 through 19, Block 2  
All in Madison Subdivision.

**COMPRISING (Section 4):**

Lots 13 through 18, Block 2.  
Lots 7 through 18, Block 3.  
Lots 7 through 18, Block 4.  
All in Lindsay Addition.

Lots 1 & 5 through 12, Block 28.  
Lots 4 through 11, Block 29.  
Lots 4 through 7, Block 30.  
Lots 2 through 6, Block 39.  
Lots 1 through 10, Block 40.  
Lots 1 through 10, Block 41.  
All in Keeney & Devitt's 2<sup>nd</sup> Addition.

Lots 1 through 35, Block 1.  
Lots 1 through 37, Block 2.  
Lots 1 through 8, Block 3.  
Lots 16 through 43, Block 4.  
Lots 1 through 25, Block 5.  
Block 6.  
All in Oak Grove Addition.

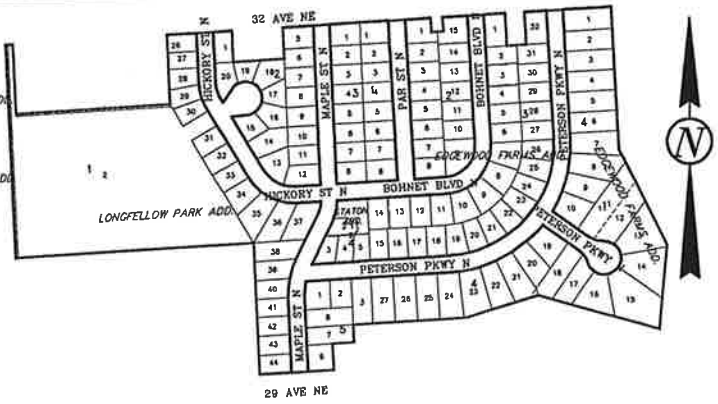
Lot 1, Block 1, Pladson Addition.

Lots 1, 2, 3 & 14 through 25, Kenney's Subdivision.

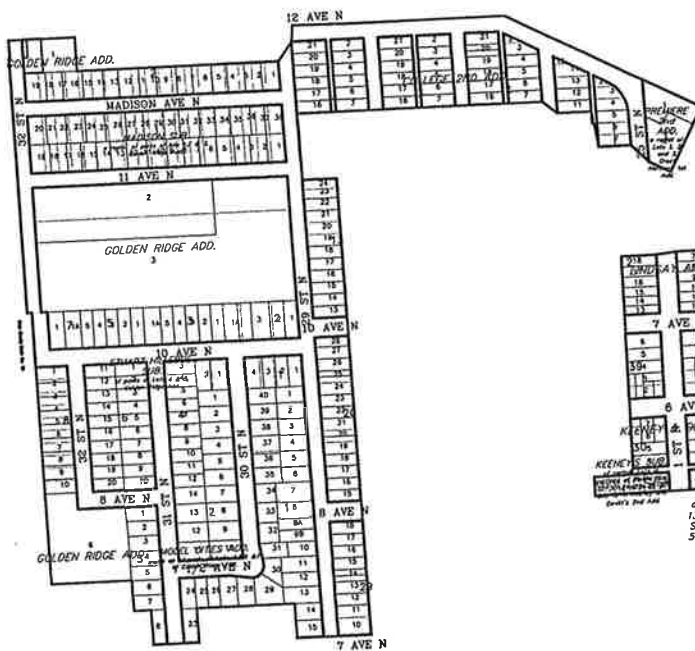
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



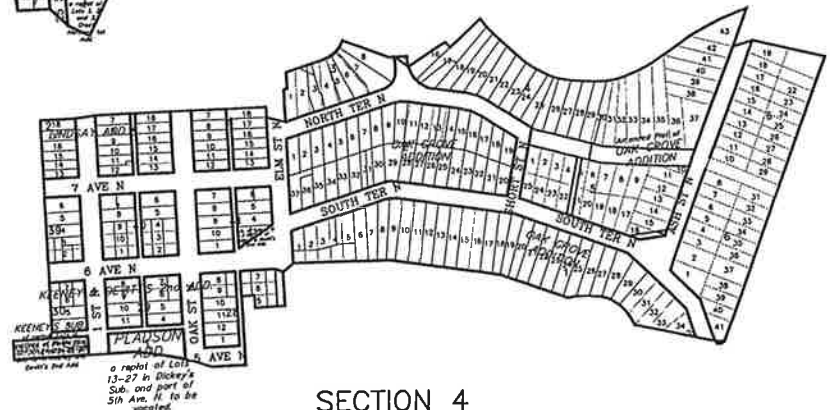
SECTION 2



SECTION 1



SECTION 3



SECTION 4

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

ASPHALT MILL & OVERLAY  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. PR-18-F

COVER SHEET  
CITY OF FARGO PROJECTS

26-5

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, Paving, Street Lights & Incidentals

Improvement District No. BN-18-E

Call For Bids March 12, 2018

Advertise Dates March 19 & 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date July 2, 2018

Final Completion Date August 1, 2018

N/A PWPEC Report (Attach Copy) **Part of 2018 CIP**

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 Satterlund

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)

ENGINEER'S REPORT  
 SANITARY SEWER, WATER MAIN, STORM SEWER,  
 PAVING, STREET LIGHTS & INCIDENTALS  
 IMPROVEMENT DISTRICT NO. BN-18-E

### **Nature & Scope**

This project is for new construction of underground utilities, asphalt pavement and incidentals on 38<sup>th</sup> Street South north of 26<sup>th</sup> Avenue South. It will also complete the storm sewer system from 26<sup>th</sup> Avenue south north and east to the Border States Electric site to provide a connection to the regional storm water retention pond.

### **Purpose**

This project is to provide infrastructure to Border States Electric and other future development planned for the southwest quadrant of I-29 & I-94 interchange as well as a connection to the regional storm water retention pond in the northeast corner of the intersection of 30<sup>th</sup> Avenue south and 41<sup>st</sup> Street South.

### **Feasibility**

The estimated cost of construction is \$772,753.80.

The costs for the improvement district are estimated as follows:

#### **Special Assessed Costs**

<b><u>Estimated Construction Cost:</u></b>	\$ 459,648.80
Engineering Fees (11%):	\$ 50,561.37
Legal & Misc Fees (3%):	\$ 13,789.46
Administration Fees (6%):	\$ 27,578.93
Interest Fees (4%):	\$ <u>18,385.95</u>
Total Estimated Assessed Cost:	\$ 569,964.51

#### **General Infrastructure Funds (TIF-401)**

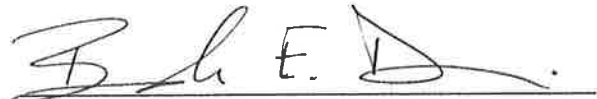
<b><u>Estimated Construction Cost:</u></b>	\$ 313,105.00
Engineering Fees (11%):	\$ 34,441.55
Legal & Misc Fees (3%):	\$ 9,393.15
Administration Fees (6%):	\$ 18,786.30
Interest Fees (4%):	\$ <u>12,524.20</u>
Total Estimated Assessed Cost:	\$ 388,250.20



We believe this project to be cost effective.



February 2018

  
Brenda E. Derrig, P.E.  
Division Engineer

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-E

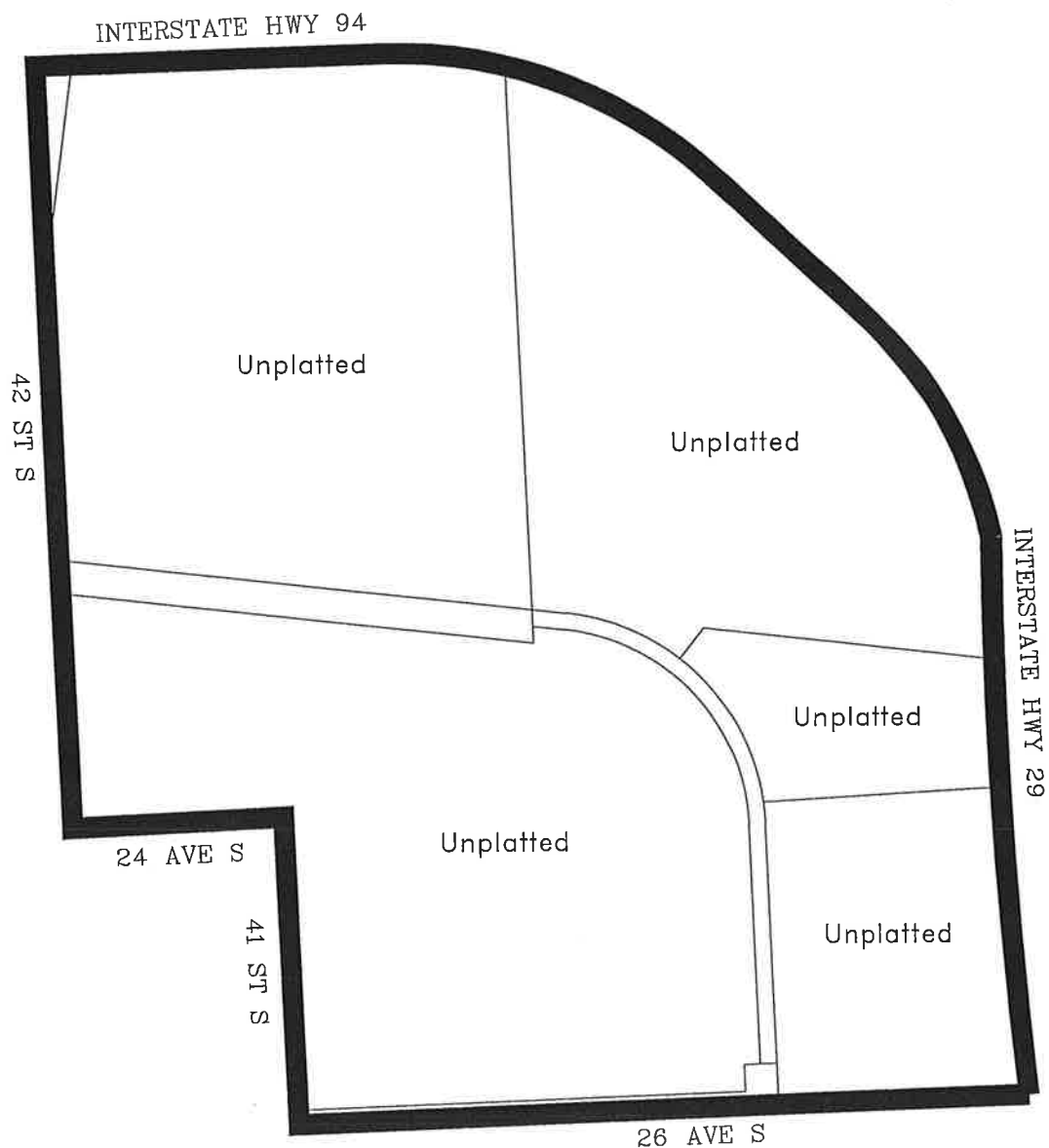
LOCATION:

On 26<sup>th</sup> Avenue South from 400' east of 41<sup>st</sup> Street South easterly for approximately 700' to 38<sup>th</sup> Street South. On 38<sup>th</sup> Street South from 26<sup>th</sup> Avenue South to approximately 800' north.

COMPRISING:

The unplatted land located in the Northeast quarter of Section 22, Township 139 N, Range 49 W.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,  
PAVING, STREET LIGHTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-E

COVER SHEET  
CITY OF FARGO PROJECTS

26-6

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:

Water Main Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-18-F

Call For Bids March 12, 2018

Advertise Dates March 19 & 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date October 5, 2018

Final Completion Date October 26, 2018

N/A PWPEC Report (Attach Copy) (**Part of 2018 CIP**)

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 Kristy Schmidt

Phone No. 241-1571

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)

ENGINEER'S REPORT  
WATER MAIN REPLACEMENT, STREET RECONSTRUCTION,  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-F

**Nature & Scope**

This project is for the replacement of the water main and street reconstruction including street lighting on Roberts Street from 2<sup>nd</sup> to 4<sup>th</sup> Avenue North and on 5<sup>th</sup> Street from 3<sup>rd</sup> Avenue N to 150' south of 3<sup>rd</sup> Avenue N.

**Purpose**

The existing water mains are cast iron, which were installed over 100 years ago and are being replaced to minimize impacts and costs associated with breaks.

Roberts Street reconstruction is necessary due to the deterioration of the existing street section that was installed in 1915 with street patching done throughout the years. The reconstruction will include new concrete pavement and new street lights.

The project will be funded by a combination of Sales Tax, Water Main, Sanitary Sewer, and Special Assessments. Assessments will be applied per City policy for the water main replacement, street reconstruction, and street lights.

**Feasibility**

The estimated cost of construction is \$1,489,701. The cost breakdown is as follows:

**Sanitary Sewer Costs** **\$ 153,275**

Assessed Sanitary Sewer Costs:	\$ 16,713
Plus 11% Engineering Fees:	\$ 1,838
Plus 6% Administration Fees:	\$ 1,003
Plus 4% Interest Fees:	\$ 669
Plus 3% Legal Fees:	\$ 501
Total Assess Sanitary Sewer Costs:	\$ 20,724

City Sanitary Sewer Costs:	\$ 136,563
Plus 6% Engineering Fees:	\$ 8,194
Plus 4% Interest Fees:	\$ 5,463
Plus 3% Legal Fees:	\$ 4,097
Total City Sanitary Sewer Costs:	\$ 154,316

**Total Estimated Sanitary Sewer Cost:** **\$ 175,039**

**Water Main Costs** **\$ 164,140**

Assessed Water Main Costs:	\$ 82,070
Plus 11% Engineering Fees:	\$ 9,028
Plus 6% Administration Fees:	\$ 4,924
Plus 4% Interest Fees:	\$ 3,283
Plus 3% Legal Fees:	\$ 2,462
Total Assess Water Main Costs:	\$ 101,767

City Water Main Costs:	\$ 82,070
Plus 6% Engineering Fees:	\$ 4,924
Plus 4% Interest Fees:	\$ 3,283
Plus 3% Legal Fees:	\$ 2,462
Total City Water Main Costs:	\$ 92,739

**Total Estimated Water Main Cost: \$ 194,506**

**Street Reconstruction Costs \$1,172,286**

Assessed Street Costs:	\$ 586,143
Plus 11% Engineering Fees:	\$ 64,476
Plus 6% Administration Fees:	\$ 35,169
Plus 4% Interest Fees:	\$ 23,446
Plus 3% Legal Fees:	\$ 17,584
Total Assess Street Costs	\$ 726,817

City Street Costs	\$ 586,143
Plus 6% Engineering Fees:	\$ 35,169
Plus 4% Interest Fees:	\$ 23,446
Plus 3% Legal Fees:	\$ 17,584
Total City Street Costs	\$ 662,342

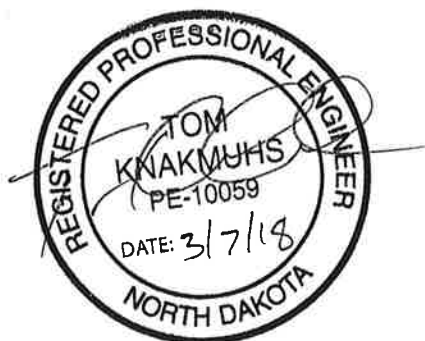
**Total Estimated Street Cost: \$1,389,159**

**Project Funding Summary**

Sanitary Sewer Funds	8.77%	\$ 154,316
Water Main Funds	5.27%	\$ 92,739
Infrastructure Sales Tax	37.66%	\$ 662,342
Special Assessment	48.29%	\$ 849,308
<b>Total Estimated Project Cost</b>		<b>\$1,758,704</b>

The cost to property owners will be per City policy.

We believe this project to be cost effective.



*[Signature]*  
 Tom Knakmuhs, P.E.  
 Division Engineer

March 2018

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STREET RECONSTRUCTION  
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-F

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LOCATION:

On Roberts Street from 2<sup>nd</sup> to 4<sup>th</sup> Avenue North and on 5<sup>th</sup> Street from 3<sup>rd</sup> Avenue to 150' south of 3<sup>rd</sup> Avenue.

COMPRISING:

Lots 7 through 12, Block 3.

Lots 1 through 12 and all of the vacated 3<sup>rd</sup> Avenue N adjacent to said lots, Block 4.  
All in Roberts Addition.

Lots 13 through 27, Block 3.

All in S G Roberts Addition, Plat No. 2.

Lots D and E, Block A.

All in Chapin, Johnson, Barretts' Addition.

Lots 1, 2 and 3, Block A.

All Sheehan's Subdivision.

Lots 1, Block 8.

All in North Dakota Urban Renewal 1<sup>st</sup> Addition.

Lots 1 through 24, and all of the vacated alley adjacent to said lots, Block 9.

Lots 1 and 12 through 18, Block 10.

All Keeney & Devitts 1<sup>st</sup> Subdivision.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

4TH AVE N

SHEEHAN'S  
SUB.

CHAPIN JOHNSON AND  
BARRETT'S ADD.

ROBERTS ST N

ROBERTS' ADD

S.G. ROBERTS  
ADD  
Plot No.2

ROBERTS ST ALLEY

BROADWAY N

3 AVE N

N L S 9

NORTH DAKOTA  
R1 URBAN  
RENEWAL ADD

KEENEY &  
DEVITT'S ADD.

2 AVE N

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION &amp; ASSESSMENT AREA

# WATER MAIN REPLACEMENT, STREET RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-F





COVER SHEET  
CITY OF FARGO PROJECTS

(26-7)

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 the Project as it will appear in the Contract:

Water Main Replacement, Storm Sewer Replacement, Street Reconstruction & Incidentals

Improvement District No. BR-18-E

Call for Bids March 12, 2018

Advertise Dates March 19, 26, 2018

Bid Opening Date April 18, 2018

Substantial Completion Date October 15, 2018

Final Completion Date November 15, 2018

N/A PWPEC Report (Attach Copy) – **Part of 2018 CIP**

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 Roger E. Kluck, P.E. C.F.M.

Phone No. 241-1537

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)

## ENGINEER'S REPORT

WATER MAIN REPLACEMENT, STORM SEWER REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALS

## IMPROVEMENT DISTRICT BR-18-E

**Nature & Scope**

This project will relocate City utilities out of the path of a new XCEL Energy high voltage power line being installed into Fargo. The path of the XCEL Energy high voltage line within the City will follow the north boulevard of Great Northern Drive from 25<sup>th</sup> Street North to 18<sup>th</sup> Street North, then cross to the south boulevard of 8<sup>th</sup> Ave North/Great Northern Drive from 18<sup>th</sup> Street to 17<sup>th</sup> Street, then go south on 17<sup>th</sup> Street in the west boulevard.

The project re-locates the existing storm sewer from the north boulevard of Great Northern Drive into the street. A storm sewer study was performed by Moore Engineering to look into the cause of the reported localized flooding during large rain events in the 21<sup>st</sup> Street North/8<sup>th</sup> Avenue North area. It was determined that the storm sewer pipe in Great Northern Drive from 22<sup>nd</sup> Street North and east to Drain 10 should be up-sized to address the flooding issue. XCEL Energy is paying for the storm sewer pipe re-location and necessary street repairs so the City and Property Owners will only be assessed for the storm sewer pipe up sizing cost.

The project will re-locate water main along 17<sup>th</sup> Street North between 7<sup>th</sup> Avenue North and 8<sup>th</sup> Avenue North. As part of the water main re-location, the City will connect the water mains in 18<sup>th</sup> Street North and 17<sup>th</sup> Street North along 8<sup>th</sup> Avenue North to improve water pressures and flows.

To facilitate the move of the storm sewer into Great Northern Drive, the north 20 feet of the street will be reconstructed and paid for by XCEL Energy. In reviewing the existing street conditions, it was determined to replace the south 20 feet of Great Northern Drive from 25<sup>th</sup> Street North to 21<sup>st</sup> Street North and to add sidewalks in the south boulevard. In accordance with City, engineering standards, sanitary sewer services will be replaced in the street reconstruction areas. The west ten feet of 17<sup>th</sup> Street North will also be re-constructed after the water line is moved, also paid for by XCEL Energy. Streetlights will need to be re-located to provide room for the new power transmission line.

**Purpose**

XCEL Energy plans to construct a new power transmission line to feed the main substation for Fargo. During the routing of the line, XCEL Energy asked the City to allow an easement for the power transmission line to be located in street right of way. In return for the City granting the easement, XCEL Energy agreed to pay for all of the City of Fargo costs related to relocation of City utilities necessary to clear the power line transmission route.

In order to improve roadway conditions on Great Northern Drive, it was determined to reconstruct the south half of Great Northern Drive from 25<sup>th</sup> Street North to 21<sup>st</sup> Street North and to add sidewalk along the south boulevard. Replacement of the south half of Great Northern Drive and the addition of sidewalk will be paid for thru special assessments to benefitting property owners and the City of Fargo.

### **Feasibility**

The estimated construction cost is approximately \$2,201,384.90. Funding for this project will consist of XCEL Energy funding, Special Assessment Funds, Street Sales Tax Funds, and Waste Water Utility Funds. The project's cost breakout is as follows:

<b>Total Estimated Costs to be paid by XCEL</b>	<b>\$1,610,373.90</b>
Plus Fees:	
11% Engineering	\$ 177,141.13
3% Legal & Misc.	\$ 48,311.22
4% Interest	\$ 64,414.96
Estimated Cost	<b>\$1,900,241.21</b>
 <b>Special Assessment Street Widening</b>	 <b>\$ 255,735.50</b>
Plus Fees:	
11% Engineering	\$ 28,130.91
6% Administrative	\$ 15,344.13
3% Legal & Misc.	\$ 7,672.07
4% interest	\$ 10,229.42
Estimated Special Assessment Street Widening	<b>\$ 317,112.03</b>
 <b>Street Widening - 420</b>	 <b>\$ 255,735.50</b>
Plus Fees:	
6% Engineering	\$ 15,344.13
3% Legal & Misc.	\$ 7,672.07
4% Interest	\$ 10,229.42
Estimated City Share Street Widening	<b>\$ 288,981.12</b>
 <b>Special Assessment Storm Sewer Upsize</b>	 <b>\$ 33,580.00</b>
Plus Fees:	
11% Engineering	\$ 3,693.80
6% Administrative	\$ 2,014.80
3% Legal & Misc	\$ 1,007.40
4% Interest	\$ 1,343.20
Estimated Special Assessment Storm Sewer Upsize	<b>\$ 41,639.20</b>
 <b>Storm Sewer Upsize - 420</b>	 <b>\$ 33,580.00</b>
Plus Fees:	
6% Engineering	\$ 2,014.80
3% Legal & Misc	\$ 1,007.40
4% Interest	\$ 1,343.20
Estimated City Share Storm Sewer Upsize	<b>\$ 37,945.40</b>

<b>Sanitary Service Replacement - 420</b>	<b>\$ 12,380.00</b>
Plus Fees:	
6% Engineering	\$ 742.80
3% Legal & Misc	\$ 371.40
4% Interest	\$ 495.20
Estimated City Share Sanitary Service Replacement	<b>\$ 13,989.40</b>

**Total Estimated Project Cost** **\$2,599,908.36**

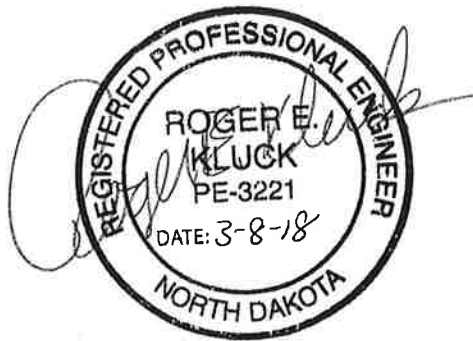
**Project Funding Summary**

XCEL Funded Amount	73.1%	\$1,900,241.21
Special Assessment Street Widening	12.2%	\$ 317,112.03
Street Widening - 420	11.1%	\$ 288,981.12
Special Assessment Storm Sewer Pipe Upsize	1.6%	\$ 41,639.20
Storm Sewer Pipe Upsize - 420	1.5 %	\$ 37,945.40
Sanitary Service Replacement - 420	0.5%	\$ 13,989.40

**Total Estimated Project Cost** **\$2,599,908.36**

The project costs will be assessed as shown and as per City policy.

We believe this project to be cost effective.



  
Roger E. Kluck, P.E., C.F.M.  
Engineer II

March 2018

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

WATER MAIN REPLACEMENT, STORM SEWER REPLACEMENT, STREET RECONSTRUCTION &  
INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-E

LOCATION:

Great Northern Drive between 18<sup>th</sup> Street North and 25<sup>th</sup> Street North.  
8<sup>th</sup> Avenue north between 17<sup>th</sup> Street North and 18<sup>th</sup> Street North.  
17<sup>th</sup> Street North between 7<sup>th</sup> Avenue North and 8<sup>th</sup> Avenue North.

COMPRISING:

Lots 5 through 7 and 18 through 22, Block 11.  
Lots 9 through 18, Block 12.  
Lots 13 through 14, Block 13.  
Lots 14 through 16, Block 22.  
Lots 11 through 14, Block 23.  
Lots 15 through 16, Block 24.  
Lots 11, 13 through 16, and 18 through 20, Block 25.  
Lots 7 through 11, and 18 through 24, Block 26.  
Lots 3 through 11, and 18 through 28, Block 27.  
Lots 1 through 11 and 18 through 28, Block 28.  
Lots 5 through 11, Block 29.  
All Platted within Beardsleys Addition.

Lots 4 through 27 and 31 through 50.  
All Platted within Great Northern 1<sup>st</sup> Addition.

Lots 1 through 5, Block 1.  
All Platted within North Tech Park 1<sup>st</sup> Addition.

Lot 1, Block 1.  
All Platted within Premiere 2<sup>nd</sup> Addition.

Page 250

Location and Comprising  
Improvement District No. BR-18-E  
Page 2

Lots 1 through 18, Block 1.

Lots 1 through 18, Block 2.

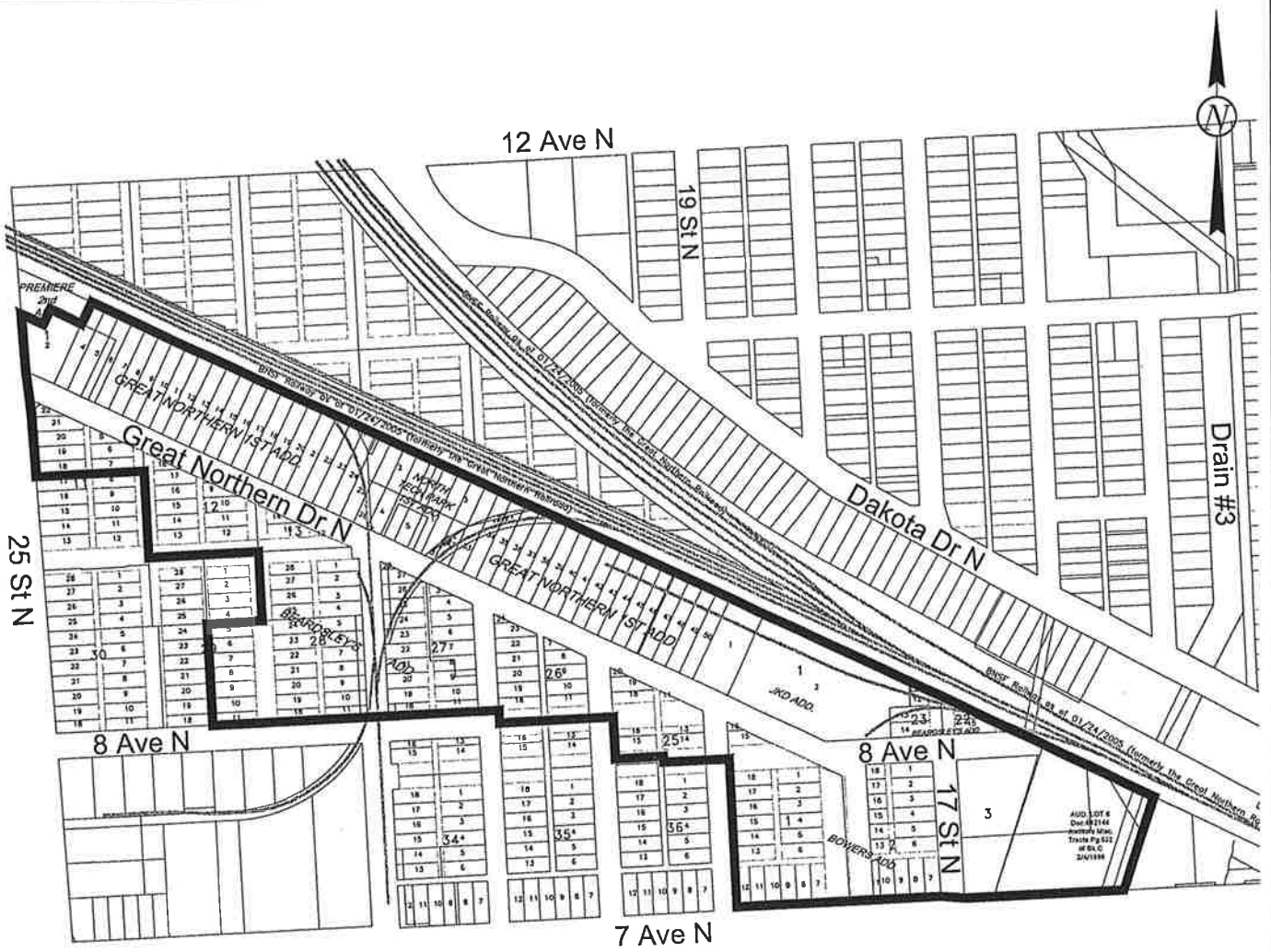
Lot 1, Block 3.

All Platted within Bowers Addition.

Lots 1 and 2, Block 1.

All Platted within JKD Addition.

All of the foregoing, unless mentioned, is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

WATER MAIN REPLACEMENT, STORM  
SEWER REPLACEMENT, STREET  
RECONSTRUCTION & INCIDENTALS

IMPROVEMENT DISTRICT NO. BR-18-E

COVER SHEET  
CITY OF FARGO PROJECTS

26-8

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 Lift Station, Retention Pond & Incidentals

Improvement District No. NN-17-A

Call for Bids March 12<sup>th</sup>, 2018

Advertise Dates March 19<sup>th</sup> & 26<sup>th</sup>, 2018

Bid Opening Date April 18<sup>th</sup>, 2018

Substantial Completion Date October 31<sup>st</sup>, 2018

Final Completion Date June 15<sup>th</sup>, 2019

N/A PWPEC Report (**Part of the 2018 CIP**)

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 Rob Hasey

Phone No. 476-4041

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)



ENGINEER'S REPORT  
STORM SEWER LIFT STATION, RETENTION POND & INCIDENTALS  
IMPROVEMENT DISTRICT NN-17-A

**Nature & Scope**

This project is for the construction of a new storm sewer lift station, retention pond and earthen levee in the Laverne's Addition located north of 19<sup>th</sup> Avenue North and east of 45<sup>th</sup> Street.

**Purpose**

This project will allow for development of the land located north of 19<sup>th</sup> Avenue North and east of 45<sup>th</sup> Street.

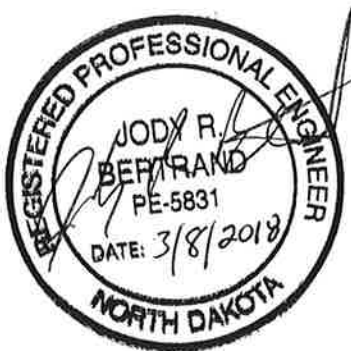
**Feasibility**

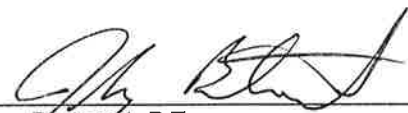
The estimated cost of construction is \$1,771,162.50.

The entire cost of the project will be assessed as follows:

<b><u>Estimated Construction Cost:</u></b>	\$ 1,771,162.50
Engineering Fees (7%):	\$ 123,981.38
Legal & Misc Fees (3%):	\$ 53,134.88
Administration Fees (6%):	\$ 106,269.75
Interest Fees (4%):	\$ 70,846.50
Outside Engineering:	\$ 46,750.00
Land, Easements & ROW:	\$ <u>335,935.00</u>
Total Estimated Assessed Cost:	\$ 2,508,080.01

We believe this project to be cost effective.



  
\_\_\_\_\_  
Jody Bertrand, P.E.  
Division Engineer

March 2018

CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER LIFT STATION,  
RETENTION POND & INCIDENTALS

IMPROVEMENT DISTRICT NN-17-A

LOCATION:

Along 19<sup>th</sup> Avenue North from Interstate 29 to 45<sup>th</sup> Street North.

COMPRISING:

Lots 1 & 2, Block 1.  
Located in NDSU West Addition.

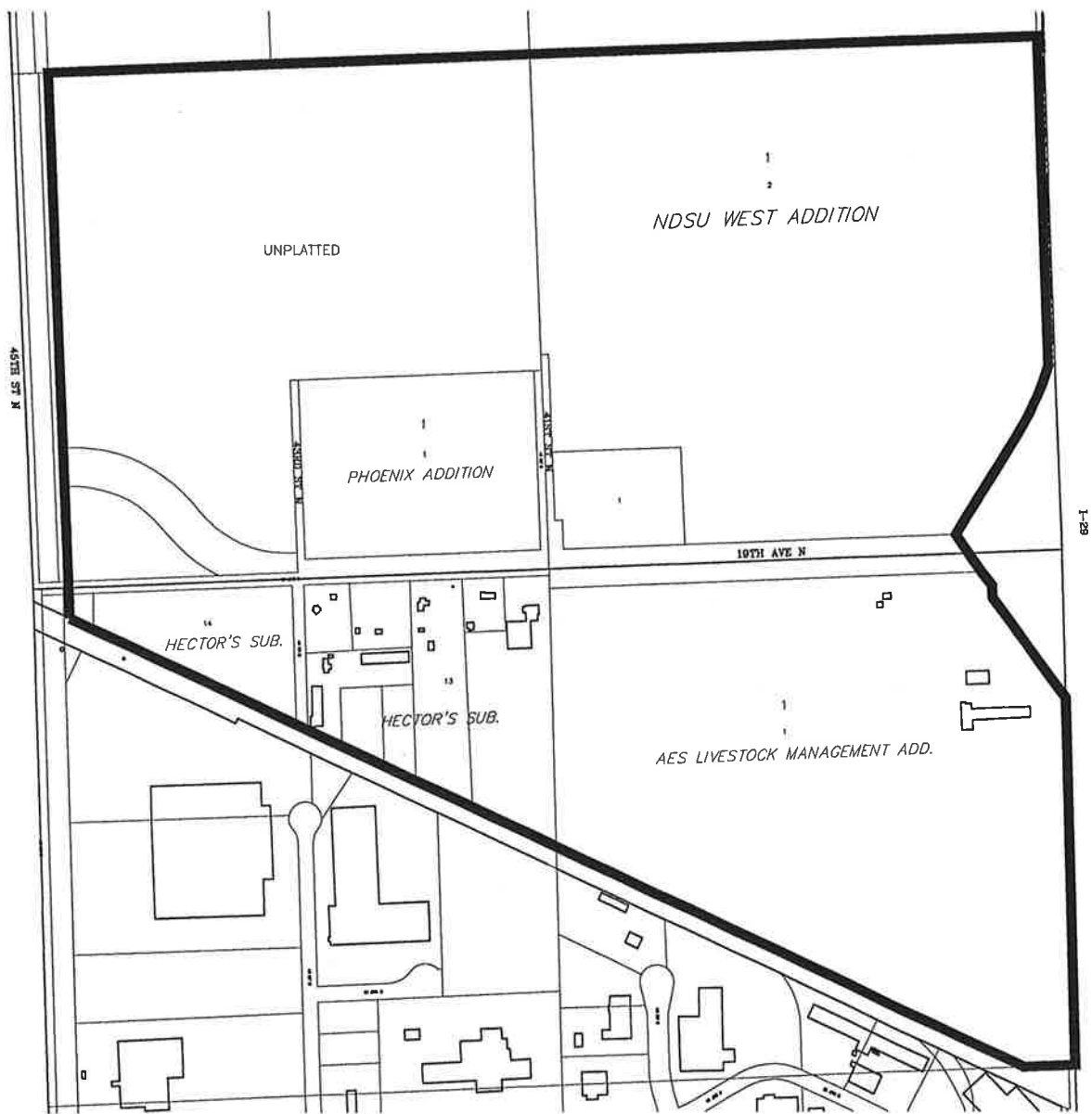
Lot 1, Block 1.  
Located in Phoenix Addition.

Lots 13 & 14.  
Located in Hector's Subdivision.

Lot 1, Block 1.  
Located in AES Livestock Management Addition.

All unplatted land in the southwest quarter of Section 27, T. 140 N, R. 49 W, 5<sup>th</sup> Principal Meridian.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO  
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER LIFT STATION,  
RETENTION POND & INCIDENTALS

IMPROVEMENT DISTRICT NN-17-A