

FARGO CITY COMMISSION AGENDA
Monday, March 9, 2020 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 24, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Applications for Games of Chance:
 - a. Oak Grove Lutheran School for a raffle on 4/3/20.
 - b. NDSU Lions Club for a raffle on 4/15/20.
 - c. St. Mary's Cathedral for a raffle on 5/17/20 (amended).
 - d. Healthcare Equipment Recycling Organization for a raffle and paddlewheels on 4/23/20.
 - e. Fargo Youth Hockey Association for a raffle and raffle board on 3/26/20.
 - f. Living Waters Lutheran Church for a raffle on 3/28/20.
- 2. Receive and File an Ordinance Amending Sections 21-0601 and 21-0603 of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management.
- 3. Extension of the Moratorium Ordinance regarding the suspension of the issuance of new Taxicab and Vehicle for Hire licenses to July 1, 2020.
- 4. Request for Proposals for a professional fundraising assessment for a proposed Fargo Performance Center.
- 5. Exercising the option to piggyback on North Dakota State Contract No. 110 – STAGEnet Network Equipment/Audio/Visual/Video and contract with AVI Systems, Inc. to replace FARGODOME meeting room video projectors and relocate current projectors.
- 6. Financial Status Report Budget to Actual for year ending 12/31/19 (unaudited).
- 7. Change Order No. 3 for an increase of \$16,463.25 for the Old City Hall Demolition Project.
- 8. Authorize the Fire Department to apply for the Assistance to Firefighters Grant in the amount of \$662,086.00 for Self-Contained Breathing Apparatus and associated equipment.
- 9. Memorandums of Understanding with Family HealthCare.
- 10. Agreement for Services with Whitney Oxendahl.
- 11. Out-of-grade pay request for Conrad Binsfeld in the Public Health Department.

13. Wildlife Management Program Report for 2019-2020 and Resolution authorizing program for 2020-2021.
14. Sole Source Procurement with Master Construction Company, Inc. for winter dozer operations (SSP20060).
15. FAA Aerial Mosquito Spraying Authorization Application for Airborne Custom Spraying.
16. Purchase Agreement between City of Fargo and Case Plaza, LLC for property at 93 NP Avenue North (Project No. FM-14-92).
17. Developer and Right of Way Use Agreement with Roer's Development and the Diocese of Fargo.
18. Memorandum of Offer to Landowner for the Purchase of an Easement (Temporary Construction Easement) and Permanent Easement (Storm Sewer) from Patrick W. and Katherine A. DeLaPointe (Project No. UR-20-A1).
19. Purchase Agreement with Roger A. and Deborah J. Thorseth for property located at 902 41st Avenue North (Project No. FM-19-A).
20. Purchase Agreement and Occupancy Agreement with Allison Kenninger for property located at 901 42nd Avenue North (Project No. FM-19-A).
21. Broadway Skyway Artwork Project License Agreement between the City of Fargo and Emily Williams-Wheeler.
22. Negative Final Balance Change Order No. 1 in the amount of -\$355,747.64 for Project No. PR-19-C1.
23. Bid advertisements for Project Nos. SR-20-A, TR-20-A and TM-20-B.
24. Bid award for Project No. PR-20-A1.
25. Sole Source Procurement with Avista Technologies, Inc. for water treatment chemicals for the reverse osmosis system in the Membrane Water Treatment Plant (SSP19057).
26. Contracts and bonds for the Ground Transportation Center Improvement Projects.
27. Contract and bond for the Newman Outdoor Field Stadium Reroofing Project.
28. Bills.
29. Resolution of the City of Fargo, North Dakota Supporting the Establishment of Railroad Quiet Zones within City Limits (Improvement District No. TR-18-B0).
30. Final Balancing Change Order No. 4 for an increase of \$12,738.36 for Improvement District No. BR-18-G1.
31. Final Balancing Change Order No. 2 for an increase of \$8,217.01 for Improvement District No. SL-17-B1.

32. Negative Final Balancing Change Order No. 3 in the amount of -\$5,033.20 for Improvement District No. NN-17-A1.
33. Change Order No. 17 for an increase of \$10,230.00 for Improvement District No. BR-18-A1.
34. Change Order No. 1 for casing pipe thickness adjustment for Improvement District No. BR-19-A1.
35. Private utility relocation payments to Cass County Electric and Xcel Energy for Improvement District No. BN-20-C1.
36. Bid awards for Improvement District Nos. BR-20-A1, UR-20-A1 and PR-20-C1.
37. Create Improvement District Nos. NN-19-A and BN-20-C.
38. Contracts and bonds for Improvement District Nos. BR-20-E1 and BR-20-C1.

REGULAR AGENDA:

39. 2019 Fargo Police Department Annual Report.
40. Public Hearings - 5:15 pm:
 - a. CONTINUE to 4/6/20 – Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19, 11/18/19, 12/16/19, 1/27/20, 2/10/20 and 2/24/20 Regular Meetings.
 - b. Section 5307 Federal Transportation Administration Grant Preliminary Program of Projects for 2020; continued from the 2/24/20 Regular Meeting.
 - c. Bentley Place First Addition (5601 33rd Avenue South); approval recommended by the Planning Commission on 2/4/20:
 1. Zoning change from LC, Limited Commercial with a C-O, Conditional Overlay to LC, Limited Commercial with a PUD, Planned Unit Development Overlay and a request to repeal the C-O, Conditional Overlay on Lot 6, Block 1.
 2. 1st reading of rezoning Ordinance.
 3. Planned Unit Development Master Land Use Plan.
 - d. Osgood Townsite Eleventh Addition (4711, 4731, 4751 and 4781 45th Street South); approval recommended by the Planning Commission on 2/4/20:
 1. Zoning change from LC, Limited Commercial with a C-O, Conditional Overlay to GC, General Commercial with a C-O, Conditional Overlay on Lots 1-4, Block 1.
 2. 1st reading of rezoning Ordinance.
41. Engineering Services Agreement Amendment No. 2 with Apex Engineering Group in the amount of \$469,205.00 for Improvement District No. BN-20-A0 (University Drive North from 32nd to 40th Avenue North.)
42. Request for Proposals to Develop City-Owned Property (314, 320, 324 7th Street North; 712 4th Avenue North) and a Resolution Authorizing Sale of Property (11 11th Street North).

Applications for property tax exemptions for improvements made to buildings:

- a. Mary Haunson, 1812 34th Street South (3 year).
- b. Larry W. and Stacy M. Lee, 2525 32nd Street South (3 year).
- c. Donald S. and Glenda A. Haugen, 4007 17th Street South (3 year).
- d. Jane C. Vogelwede and David W. Abbott, 2961 Peterson Parkway North (3 year).
- e. Michael P. and Robin D. Bogart, 514 21st Avenue South (5 year).
- f. Roger L. II and Rebecca A. Gilbertson, 722 Southwood Drive South (5 year).
- g. Sigurd H. Johnson and Ruth A. Varland, 433 Elmwood Avenue South (5 year).
- h. Case Plaza LLC, 117 Northern Pacific Avenue North (5 year).
- i. Molly A. and Benjamin Askegaard, 1315 6th Street South (5 year).
- j. Jonathan Michael Libbrecht, 1727 5th Street South (5 year).
- k. Riley and Jennie Rude, 423 8th Street South (5 year).
- l. Shanon G. and Christine L. McLachlan, 1339 9th Street North (5 year).
- m. Brent and Laura Nichols, 1617 9th Street South (5 year).
- n. Jesse M. and Betsy A. Smith, 1709 14 ½ Street South (5 year).
- o. Richard and Kimberly Rayl, 1011 Southwood Drive South (5 year).
- p. Alexander D. and Megan J. Dornbusch, 718 25th Street North (5 year).
- q. Kenneth D. Cottrell and April E. King, 1105 7th Street South (5 year).
- r. Bakntyar Rasool Murad, 1038 25th Street North (5 year).
- s. Mark Schmidt, 505 19th Avenue North (5 year).
- t. Kristen L. Bye, 1024 11th Street North (5 year).

44. Spring Flood Update:

- a. Contract awards to KPH, Inc. and Master Construction for Rapid Deploy Products Install and Removal (Project Nos. FE-20-D1 and FE-20-D2).
- b. Contract with Northstar Safety Inc. for 2020 Flood Emergency Control Assistance (Project No. FE-20-C1).
- c. Authorization of staff to enter into an Agreement with Reile's Transfer and Delivery, Inc. for transportation and handling of filled sandbags and at-the-ready services for filled sandbags used in the primary line of protection during the 2020 flood event.
- d. Bid award for the 2020 emergency flood pump rental contract (RFP20043).
- e. Agreement with FirstLink for coordination of volunteer services during an emergency event.

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.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to Oak Grove Lutheran School	Date(s) of Activity to	For a raffle, provide drawing date(s): 04/03/20	
Person Responsible for the Gaming Operation and Disbursement of Net Income Marietta Wahl	Title Cfo	Business Phone Number (701) 373-7147	
Business Address 124 N Terrace N	City Fargo	State ND	Zip Code 58102-3818
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Delta Hotels by Marriott Fargo	Site Address 1635 42nd St S		
City Fargo	State ND	Zip Code 58103	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input 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
Raffle Board	gift card(s)	\$20-\$500			
Total:					(Limit \$40,000 per year) \$ 2000

Intended uses of gaming proceeds: Annual Fund

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>Marietta Wahl</i>	Date 2/20/20	Title President	Business Phone Number (701) 373-7116
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SFN 9338 (08/2019)

* ☐ Restricted Event Permit (one event per year)

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
raffle	meat	\$150
raffle	meat	\$100
raffle	meat	\$75
raffle	meat	\$75
raffle	meat	\$50
raffle	meat	\$50
raffle	meat	\$25
raffle	meat	\$25

Game Type	Description of Prize	Retail Value of Prize

Total: \$ 550

(Limit \$40,000 per year)

Intended uses of gaming proceeds: Purchase donations for Cass County Social Services

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>Tyff Borshayka</i>	Date <i>2/21/2020</i>	Title <i>President</i>	Business Phone Number <i>218-259-4917</i>
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Application for: ☒ Local Permit * ☐ Restricted Event Permit (one event per year)

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

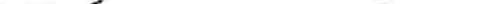
Game Type	Description of Prize	Retail Value of Prize
Raffle	cash	\$1500
		\$500
		\$250
		\$250
	gift card	\$250
	gift card	\$250
Total:		(Limit \$40,000 per year) \$ 3,000

Intended uses of gaming proceeds: For our church programs, building maintenance, bus for the elderly, Youth program.

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 3/4/2010	Title Administrator	Business Phone Number 7d-235-4289
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1d ✓ 5970
25.00
3/3/2020

3/3/2020

Name of Nonprofit Organization or group of people permit is issued to Hero, Healthcare Equipment Recycling Organization				Date(s) of Activity 4/23/2020 to		For a raffle, provide drawing date(s): 04/23/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Maren Gemar				Title Hero Bash		Business Phone Number (701) 212-1921	
Business Address 5012 53rd St S., Suite C				City Fargo		State ND	Zip Code 58104-0000
Mailing Address (if different)				City		State	Zip Code
Name of Site Where Game(s) will be Conducted Avalon Events Center				Site Address 2525 9th Ave S			
City Fargo				State ND	Zip Code 58103-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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 checked="" type="checkbox"/> Paddlewheels *							

DESCRIPTION AND RETAIL VALUE OF PERMIT

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50	\$50.00
Heads/Tails	\$500 cash	\$500.00

Game Type	Description of Prize	Retail Value of Prize
Total:	(Limit \$40,000 per year)	\$ 500.00

Total:	\$	500.00
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Intended uses of gaming proceeds: HERO Nonprofit Waived fee program

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>Marin K. Semar</i>	Date <i>2/26/20</i>	Title <i>Executive Director</i>	Business Phone Number <i>701-212-1921</i>
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V5208
25.00
3/4/20

☒ Local Permit

Name of Nonprofit Organization or group of people permit is issued to Fargo Youth Hockey Association		Date(s) of Activity to 3-26-20		For a raffle, provide drawing date(s): 3-26-20	
Person Responsible for the Gaming Operation and Disbursement of Net Income DAVE OKSENDAL		Title President		Business Phone Number 701-235-4300	
Business Address 831 17th Ave N		City FARGO		State ND	Zip Code 58102
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Millennium Ballroom - Avalon		Site Address 2525 9th Ave S.			
City Fargo		State ND	Zip Code 58103	County CASS	
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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
RAFFLE	Woodcarving	300
RAFFLE	Lamoureaux Hockey Package	250
RAFFLE	Cooks Light Package	200
RAFFLE	Yeti Camp-Squirrel	125
RAFFLE	Yeti Camp-Deer	125
RAFFLE	Yeti Camp 10U-14U	125
RAFFLE	Yeti Camp-Bantam	125
RAFFLE	Little Yeti Camp-Mite	125
RAFFLE	Pargo Fore Package	208


Game Type	Description of Prize	Retail Value of Prize
RAFFLE Board	Cash	250
RAFFLE Board	Cash	250
Total:		(Limit \$40,000 per year) \$ 2083

Intended uses of gaming proceeds: Ice Rental

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 11320. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 3-2-20	Title Treasurer	Business Phone Number 701-298-1524
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APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2019)

25.00
3/5/2020

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

Name of Nonprofit Organization or group of people permit is issued to Living Waters Lutheran Church		Date(s) of Activity 3/28/20 to 3/28/20		For a raffle, provide drawing date(s): 3/28/20	
Person Responsible for the Gaming Operation and Disbursement of Net Income Jared Johnson		Title Treasurer		Business Phone Number 701-282-0530	
Business Address 4451 40th Ave S		City Fargo		State ND	Zip Code 58104
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Living Waters Lutheran Church		Site Address 4451 40th Ave S			
City Fargo		State ND	Zip Code 58104	County Cass	
Check the Game(s) to be Conducted: *Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event 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*					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

[illegible]

Intended uses of gaming proceeds: Outreach to Love Your Buns

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

Has the organization or group received a local permit from any city or county for the fiscal year July 1-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 \$40,000 per year.

Signature of Organization or Group's Top Official <i>David D. [Signature]</i>	Date <i>2/23/20</i>	Title <i>Pastor</i>	Business Phone Number <i>701-282-0530</i>
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Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

March 5, 2020

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

RE: Ordinance Amending Flood Plain Management – FEMA’s Substantial Improvement Policy

Dear Commissioners,

Enclosed for your approval is an Ordinance Amending Article 21-06 of the Fargo Municipal Code relating to Flood Plain Management, which has been amended to reflect FEMA’s current policy on substantial improvements. This policy directly affects the City’s Community Rating System (CRS), an incentive program to lower insurance premium costs for the citizens of Fargo. As you may recall, at its January 14, 2019 meeting, the Board of City Commissioners directed the City Attorney’s Office to work with the City’s Inspections Department to review and update Article 21-06 regarding this subject. As a result, presented for your approval is an ordinance reflecting FEMA’s current policy on substantial improvements.

Suggested Motion: I move to receive and file amended Ordinance Amending Sections 21-0601 and 21-0603 of Article 21-06 of Chapter 21 of the Fargo Municipal Code relating to Flood Plain Management, and place the amended ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,



Alissa R. Farol
Assistant City Attorney

Enclosures

cc: Bruce Taralson, Inspections Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 21-0601 AND 21-0603
OF ARTICLE 21-06 OF CHAPTER 21 OF THE FARGO MUNICIPAL CODE
RELATING TO FLOOD PLAIN MANAGEMENT

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 21-0601 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

19. "Substantial improvement" means any single repair, combination of repairs, reconstruction, rehabilitation, addition, or other improvement of a structure, taking place during a period of five (5) consecutive years beginning in 2015, the cumulative cost of which equals or exceeds 50% of the market value of the structure either:

a. Before the improvement or repair is started, or

b. If the structure has been damaged and is being restored, before the damage occurred. For the purpose of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

improvement is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term "substantial improvement" does not include:

- a. Any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure living conditions, or
- b. Any alteration of a structure listed on the National Register of Historic Places or a state or local inventory or register of historic places.

* * *

Section 2. Amendment.

Section 21-0603 of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

B. Building Inspector--The building inspector is hereby appointed to administer and implement this ordinance by granting or denying building permit applications in accordance with the provisions of this article. The duties of the building inspector shall include, but not be limited to, the following:

1. Review all applications for building permits to determine that the permit requirements of this ordinance have been satisfied.
2. Review all applications for building permits to determine that all necessary permits have been obtained from federal, state, or local governmental agencies from which prior approval is required.
3. Review all applications for building permits to determine if the proposed structure or development is located in the floodway. If located in the floodway, assure that the encroachment provisions of § 21-0604 are met.
4. Review permit applications and proposed improvements to determine whether any improvement or repair of a building

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

constitutes a substantial improvement and issue a written conclusion to the owner or applicant.

i. Determining Substantial Improvement. The building inspector shall make a determination based on the current market value of a structure, taking into account the cumulative cost of an improvement or repair taking place during a period of five (5) consecutive years beginning in 2015.

ii. Determining Current Market Value. Unless the owner provides the building inspector with a current market value assessment completed by a licensed assessor, the building inspector shall determine market value based on the current assessed value by the Assessor's Department either before the start of construction or before the damage occurred. If buildings have not been maintained and have deteriorated over time, current market value is based on the date of the application for the permit to improve or repair the building.

5. Track the cost of repairs and improvements for the purpose of making substantial improvement determinations.

* * *

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 and approval.

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

March 4, 2020

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

RE: Vehicles for Hire License Moratorium

Dear Commissioners,


I am writing to request an extension of the Moratorium Ordinance regarding the suspension of the issuance of new Taxicab and Vehicle for Hire ordinances. As you may recall, the Moratorium Ordinance was presented at the end of December, 2019 in order to allow the City Auditor to consider revisions to the existing Article 25-04 of the Fargo Municipal Code. Since that time, the City Auditor has met with licensees, and intends to hold a Brown Bag Meeting with this Commission on March 30, 2020 to present a significant rewrite to the existing ordinance. As such, I am working with the City Auditor to accomplish this task.

Because of the timing of the Brown Bag and the desire for public comment, I am requesting that the moratorium on new Taxicab and Vehicle for Hire licenses be extended to July 1, 2020, or until such time as the new ordinance becomes effective, whichever should first occur, unless otherwise extended by this Commission.

The City Auditor is proposing that existing licensees file the renewal documentation on or before April 1, 2020, and be required to demonstrate compliance with the revised Ordinance 90 days from the effective date in order to continue in operation.

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

Sincerely,


Nancy J. Morris
Assistant City Attorney

Enclosures



March 9, 2020

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: Approve Request for Proposals (RFP) for a Professional Fundraising Assessment for a Proposed Fargo Performance Center

On February 10, 2020, the City Commission received an update on the Performing Arts Task Force and accepted its Final Report. An electronic copy of the Final Report is located on the City of Fargo website:

[http://download.fargond.gov/0/2019 feasibility study final report 2-10-20.pdf](http://download.fargond.gov/0/2019%20feasibility%20study%20final%20report%202-10-20.pdf)

At the February 10 meeting, the Commission discussed next steps to study the feasibility of a Fargo Performance Center. Following a presentation by City staff and Rob Remark, JLG Architects, the Commission authorized staff to develop an RFP for a professional fundraising firm/individual to assess donor interest in a Fargo Performance Center. This RFP has been drafted by City staff and is attached for your consideration and approval. Proposals will be received by April 6, 2020, and the Commission will select a firm or individual to perform the fundraising assessment on April 20, 2020. The project will be complete by September 30, 2020.

Recommended Action: Approve the City of Fargo Request for Proposals (RFP) for a Professional Fundraising Assessment for a Proposed Fargo Performance Center.

Attachment: Request for Proposals (RFP) for a Professional Fundraising Assessment for a Proposed Fargo Performance Center



REQUEST FOR PROPOSALS (RFP) FOR A PROFESSIONAL FUNDRAISING ASSESSMENT FOR A PROPOSED FARGO PERFORMANCE CENTER

Introduction

The City of Fargo, ND, is requesting proposals from qualified firms or individuals to provide a professional fundraising assessment for the construction, operation, and maintenance of a proposed Fargo Performance Center. The proposed facility will be publicly bid, constructed, and financed. A combination of public and private funds will support construction and operation of the facility.

Background

The proposed Fargo Performance Center was studied in 2018 and 2019 by a community task force comprised of elected officials, arts organizations, and the business community. The goal of the Performing Arts Task Force was to assess community interest and feasibility in constructing and operating a Fargo Performance Center. A "Market & Feasibility Study Update" was prepared in 2019 by HVS Consulting, and refreshed work performed by HVS in 2015.

The Performing Arts Task Force meeting materials, HVS Market & Feasibility Study Update, and the Performing Arts Task Force Final Report are located on the City of Fargo website:

City of Fargo Performing Arts Task Force (*Meeting materials, videos, and documents*):

<http://www.fargond.gov/city-government/boards-commissions/performing-arts-task-force>

HVS Consulting Fargo Performance Center Market & Feasibility Study Update (2019):

http://download.fargond.gov/0/hvs_update_presentation.pdf

Performing Arts Task Force Final Report:

http://download.fargond.gov/0/2019_feasibility_study_final_report_2-10-20.pdf

Proposal Content

Interested firms or individuals should possess significant experience assessing the capacity and interest of private donors to support a major community capital project. Highly qualified firms or individuals will demonstrate specific knowledge of regional performance centers, operational models, and strategies to measure donor interest in the proposed building program. The proposal should communicate, in detail, the specific tactics the proposer will use to conduct the fundraising assessment, including:

- Market research and approach
- Methods to collect information, such as:
 - The number of in-person interviews
 - Telephone calls
 - Virtual meetings, email, etc.
- An estimate of the number of meetings the proposer believes are necessary to complete a comprehensive assessment.

Evaluation Criteria

Proposals from firms or individuals will be evaluated on previous relevant experience and reference checks; organizational approach to the fundraising assessment; and professional fees/expenses for the project. Fees and expenses should be itemized in the proposal and be consistent with the City's scope of work and schedule. The proposal should state the firm or individual's all-inclusive, fixed cost to provide the fundraising assessment.

Project Duration

Upon execution of a professional services agreement with the successful firm or individual, the City of Fargo wishes to commence the fundraising assessment in May 2020, with all assigned tasks completed by September 30, 2020. The successful proposer and City will jointly determine the format of a final report as the project nears completion. This final report will be delivered to the City on or before September 30, 2020 and will conclude the project.

Due Date

All proposals must be received by **1:00 p.m. on April 6, 2020** in the City Administrator's Office, City of Fargo, 225 4th St. N., Fargo, ND 58102 and be signed by an authorized agent. Proposals shall be marked "Proposal for a Professional Fundraising Assessment – Proposed Fargo Performance Center" and be directed to Michael Redlinger, Assistant City Administrator at the mailing address above. Four (4) copies of the proposal should be submitted. Proposals received after 1:00 p.m. on April 6, 2020 will be deemed non-responsive and rejected by the City of Fargo.

The City of Fargo intends to select a firm or individual with whom to enter into a professional services agreement by April 20, 2020.

For further information in advance of responding to this RFP, please email Michael Redlinger at: MRedlinger@FargoND.gov.

(Published: March 16, 2020 & March 23, 2020)

The Forum Ad Copy – March 16 & 23, 2020

**REQUEST FOR PROPOSALS (RFP) FOR A PROFESSIONAL FUNDRAISING ASSESSMENT FOR A PROPOSED
FARGO PERFORMANCE CENTER**

The City of Fargo is requesting proposals from qualified firms or individuals to provide a professional fundraising assessment for the construction, operation, and maintenance of a proposed Fargo Performance Center. The proposed facility will be publicly constructed, with public and private funds proposed to support facility operations. Background documents, studies, and proposal instructions are located on the City of Fargo website at: <http://www.fargond.gov/work/bids-rfqs-rfps>. All proposals must be received by **1:00 p.m. on April 6, 2020** in the City Administrator's Office, City of Fargo, 225 4th St. N., Fargo, ND 58102.



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Fargo City Commission
225 4th Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the piggyback procurement of using AVI Systems, Inc. to replace the video projectors in the 200 level meeting rooms, along with removal and relocation of the existing video projectors in those rooms to the 100 level meeting rooms at FARGODOME. AVI Systems, Inc. is part of the state contract #110 STAGEnet Network Equipment / Audio / Visual / Video. They have provided a contract to remove and replace the video projectors in the 200 level meeting rooms, along with relocating the existing video projectors in the 200 level meeting rooms to the 100 level meeting rooms. AVI Systems is using the agreed upon labor rates quoted in the state contract, along with providing a substantial discount on the NEC display equipment being installed. The state contract calls for a minimum discount of 13% off of the list price, however AVI Systems is quoting a discount of approximately 35% off of the listed price.

The Fargo Dome Authority has a \$120,000 project line item already included, and approved, in the 2020 FARGODOME Capital Budget for this work. With the proposed cost from AVI Systems, Inc. being \$84,029.07 for this work, this project falls within the already approved budgeted amount. At their meeting on Tuesday, February 25, 2020, the Fargo Dome Authority unanimously approved a motion to approve the AVI Systems purchase. This item was also reviewed, and approved, by the City of Fargo Finance Committee at their meeting held on Monday, February 24, 2020.

Requested Motion: To approve the piggyback procurement request to contract with AVI Systems, Inc. to perform the work to replace the 200 level meeting room video projectors, along with relocating the current 200 level meeting room projectors to the 100 level meeting rooms at FARGODOME through the State of North Dakota contract #110 – STAGEnet Network Equipment / Audio / Visual / Video.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

AVI Systems, Inc.

Estimated Dollar Amount of Purchase:

\$84,029.07

The project/service is required to:

Replace the existing video projectors in the 200 level meeting rooms with brighter projectors. The existing projectors will be removed and re-installed in the 100 level meeting rooms for an upgrade to those projectors. The existing projectors in the 100 level will be discarded as they are over 10 years old and past their useful life.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

AVI installed the controls for the existing projectors in the 100 and 200 level meeting rooms. They are most familiar with the systems and will be able to re-use most of the existing cabling in the 200 level rooms

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Using a Piggyback purchase utilizing the existing state agreement "STAGEnet Network Equipment / Audio / Visual / Video", contract #110 with State of North Dakota that AVI, Inc currently has in place. This has been used in past for audio/visual needs of the commission chambers at Fargo City Hall, as well as for the replacement of the sound system components at Fargodome in 2019.

****If all sources are not investigated a competitive solicitation must be issued.**

Page 24 Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

N/A

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

See attached contract reference, contract amendment #2 for AVI Systems, Inc., professional services pricing, audio visual and miscellaneous expense contract documentation. Through the contracted discounts, AVI Systems, Inc would discount products 13%, however, Fargodome is receiving a 35% discount off of list pricing on the NEC projectors being purchased.

Signature: 
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: February 19, 2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

 (Requestor initials)

Retail Sales Agreement



AVI Systems Inc., 1930 E Century Ave Bismarck, ND, 58503-0640 | Phone: (701)258-6360, Fax: (701)258-2015

Proposal Number: 941340
Prepared For: Fargodome
Attn: Matt Costello

Proposal Date: January 14, 2020

projector upgrade

Prepared By: Kathy Skramstad
Phone: (701)323-3064
Email: Kathy.Skramstad@avisystems.com

BILL TO

Attn: Rob Sobolik
Fargodome
1800 N. University Drive
Fargo, ND, 58102
Phone: (701)241-9100
Email: mcostello@fargodome.com
Customer Number: 27417

SITE

Attn: Matt Costello
Fargodome
1800 N. University Drive
Fargo, ND, 58102
Phone: (701)241-9100
Email: sthompson@fargodome.com

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$67,030.50
Integration	\$15,998.57
PRO Support	\$0.00
Shipping & Handling	\$1,000.00
Tax	\$0.00
Grand Total	\$84,029.07

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 30 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of **ON ACCOUNT**. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI will invoice per the estimated payment schedule noted below, subject to modification due to executed change orders. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, etc.) are invoiced in summary.

Estimated Payment 1	\$33,611.63	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$33,611.63	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$16,805.81	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

Customer is to make payments to the following "Remit to" address:

AVI Systems
NW8393 PO Box 1450
Minneapolis, MN 55485-8393

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the "Products and Services Summary" above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the "T&Cs") are referred to collectively as the "Agreement"). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Kathy Skramstad

Printed Name

02/19/2020

Date

SERVICES TO BE PROVIDED

INTEGRATION SERVICES

In developing a comprehensive proposal for equipment and integration services AVI Systems' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may influence the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

INTEGRATION SCOPE OF WORK

1. SUMMARY:

FargoDome would like to upgrade the Hitachi projectors in the 4 split combine room from 6500 lumens to 10,000 lumens laser projector. The existing pole mounts and screens will be reused. We will repurpose the 6500 lumens projectors in rooms 101,102, 103 and 104 in the lower level.

2. SYSTEM DESCRIPTION:

2.1. Large Split/Combine Rooms

2.1.1. Functionality Description: The Large Conference rooms will retain their existing functionality. Projectors will be an upgrade to the image and brightness. New mounts (retain existing poles and structure) will need to be used to support the larger high lumen laser units.

2.1.2. Display Devices:

2.1.2.1. 4 x NEC NP-PX1004UL-W-18

2.1.2.1.1. Reuse existing poles and structure

2.1.2.1.2. New VCMUW Projector mount to accommodate larger/heavier high lumen laser projectors

2.1.3. Source Devices:

2.1.3.1. Existing

2.1.4. AV Switching Devices:

2.1.4.1. Existing

2.1.5. Audio Devices:

2.1.5.1. Existing

2.1.6. Conferencing Devices:

2.1.6.1. None

2.1.7. Control/Network Devices:

2.1.7.1. Existing

2.1.7.1.1. Updates will be made to control new projectors

2.1.8. Equipment Housing:

2.1.8.1. Existing

2.2. Small Split/Combine Rooms

- 2.2.1. Functionality Description: The smaller units that will receive the existing projectors from the larger rooms will be updated to HDMI and VGA formats to keep up with current video source technology. The mounts in some rooms will need to be moved to accommodate the throw range of the larger projectors. The new HDMI/VGA input wallplates will be configured to auto switch and turn on projectors when an input is detected, and auto off (after time out) when source is disconnected.
- 2.2.2. Display Devices:
 - 2.2.2.1. 4 x Existing Hitachi CP-WX8265 (one for each room) from large rooms to be moved to small rooms
 - 2.2.2.1.1. Existing poles and structure to be moved by owner to accommodate throw distance range
 - 2.2.2.1.2. Projector mounts to remain mounted to projectors and be installed into small rooms
- 2.2.3. Source Devices:
 - 2.2.3.1. Crestron HD-MD-300-C-E wallplate to provide HDMI and VGA connection
 - 2.2.3.1.1. To replace existing input plate
- 2.2.4. AV Switching Devices:
 - 2.2.4.1. Crestron HD-MD-300-C-E to be configured for auto source detect and switch
- 2.2.5. Audio Devices:
 - 2.2.5.1. Audio output from HD-MD-300-C-E to be connected to existing audio DSP for program audio
 - 2.2.5.2. Other existing audio to remain for reuse
- 2.2.6. Conferencing Devices:
 - 2.2.6.1. None
- 2.2.7. Control/Network Devices:
 - 2.2.7.1. HD-MD-300-C-E will auto detect input, turn on projector, switch to active input, and turn off projector after time out after source disconnect
 - 2.2.7.2. Existing audio control to remain (no change)
 - 2.2.7.3. Owner to remove, and blank over existing source select wall controller
- 2.2.8. Equipment Housing:
 - 2.2.8.1. Existing

3. PROJECT SPECIFIC CUSTOMER SCOPE OF WORK REQUIREMENTS: (OWNER ACTION ITEMS)

- 3.1. Requirement 1 Power
 - 3.1.1. Power must be provided at all projector locations
- 3.2. Requirement 2 Network
 - 3.2.1. No additional network connections required
- 3.3. Requirement 3 Cable Path
 - 3.3.1. Cable path must be provided from each projector to:
 - 3.3.1.1. Each respective input plate location
 - 3.3.1.2. Audio DSP for program audio feed
- 3.4. Requirement 4 OFE
 - 3.4.1. Any owner furnished equipment must be provided prior to time of installation
- 3.5. Requirement 5 Structure for ceiling mount projectors
 - 3.5.1. Structure must be in place at specified throw distances for new projectors/mounts

4. PROJECT SPECIFIC INSTALLATION CONSIDERATIONS:

- 4.1. **AVI will provide onsite integration services for defined phases of the construction project:**
 - 4.1.1. The prerequisite tasks that are shown for each phase must be completed before AVI can proceed with the integration process.
 - 4.1.2. AVI assumes that there are clear, open cable pathways available for equipment housing location and all peripheral device locations to include, projectors/screens, video displays, microphones, loudspeakers, inputs at tables or wallplates, and control interfaces
 - 4.1.2.1. If cable pathways are not clear open and available a change order may be necessary for addition labor/materials or to provide an alternative option
 - 4.1.3. Return trips to the jobsite due to incomplete construction tasks that prevent AVI from completing scheduled work are not included in this scope of work and will be assessed a Mobilization Fee and Travel Expenses as detailed below. (Section 7.5)
 - 4.1.4. Additional Change Orders may be presented to meet any scheduling demands due to installation availability at the time of the rescheduled installation.
- 4.2. **Pre-Installation Assembly: (occurs via conference and at AVI facility prior to onsite work commencing)**
 - 4.2.1. Owner furnished network information required for programming must be provided
 - 4.2.2. Cable paths must be made clear and available as described above
 - 4.2.3. Mounting structure must be in place according to throw distances for new projectors

4.2.4. The Pre-Installation Assembly process is expected to take 6-8 weeks to complete. The information requested above must be provided to AVI before this process can be initiated.

4.3. **Onsite Installation: (1 trip to site is provided)**

4.3.1. All Section 3 requirements must be completed and signed off by owner

4.3.2. Space must be available to AVI during normal business hours

4.3.3. Space must be clean and secure.

4.3.3.1. Equipment installed onsite will be turned over to the owner/client as being left onsite and will become the responsibility of the owner/client.

4.3.4. The onsite installation process is expected to take approximately 5 business days to complete and must be scheduled and planned for accordingly in the construction/room schedule timeline.

4.3.5. These days would be scheduled only after completion of all prerequisite tasks shown above have been signed off as complete

4.4. **Testing/Commissioning: (single trip concurrent with installation)**

4.4.1. Owner with authority to sign off on system completion and functionality must be present upon completion of installation

4.4.1.1. Every effort will be made to schedule this time as far in advance as possible based on installation progress

4.4.1.2. Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

5. **KNOWLEDGE TRANSFER (TRAINING) (single trip concurrent with installation)**

5.1. This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Training is to be performed at the time of system completion.

5.2. Owner and/or owner representatives to be included in the training and operation of the system must be present upon completion of installation unless a separate training date/time was established prior to completion.

5.2.1. Additional trips to obtain owner signoff of completion or training will result in a change order for the additional trip costs

6. **EXCLUSIONS:** The following work is not included in our Scope of Work:

6.1. All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.

6.2. Concrete saw cutting and/or core drilling

6.3. Fire wall, ceiling, roof and floor penetration

6.4. Necessary gypsum board replacement and/or repair

6.5. Necessary ceiling tile or T-bar modifications, replacements and/or repair

6.6. Installation of ceiling mounted projection screen

6.7. All millwork (moldings, trim, cut outs, etc.)

6.8. Patching and Painting

6.9. Permits (unless specifically provided for and identified within the contract)

6.10. Unless specifically noted lifts and scaffolding are not included

7. **NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS: (NOTE)**

7.1. The room(s) match(es) the drawings provided

7.2. Site preparation by others includes electrical and data placement per specifications.

7.3. Site preparation will be verified by AVI Systems project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.

7.4. Customer communication of readiness will be considered accurate and executable by AVI Systems project manager.

7.5. In the event of any arrival to site that AVI Systems is not able to execute work and definable progress, the Customer will be charged 8hr per Technician Dispatched & Travel Expenses to offset the lost time due to the lack of readiness. The Mobilization Fee & Travel Expenses will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

7.6. Rescheduling and redeployment of AVI Systems technicians due to unacceptable site preparation may cause scheduling delays of 15 business days or more.

7.7. There is ready access to the building / facility and the room(s) for equipment and materials.

7.8. There is secure storage for equipment during a multi-day integration.

7.9. If Customer furnished equipment and existing cabling is to be used, AVI Systems assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.

7.10. All Network configurations including IP addresses are to be provided, operational and functional before AVI Systems final integration begins. AVI Systems will not be responsible for testing the LAN connections.

7.11. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.

7.12. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted).

7.13. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).

8. AVI SYSTEMS, INC. GENERAL INTEGRATION SERVICES RESPONSIBILITIES

- 8.1. AVI Systems, Inc. will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.
- 8.2. Provide equipment, materials and service items per the contract products and services detail.
- 8.3. Provide systems equipment integration and supervisory responsibility of the equipment integration.
- 8.4. Provide systems configuration, checkout and testing.
- 8.5. Provide project timeline schedules.
- 8.6. Coordinate with the owner/contractor or other parties involved with this project to insure proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- 8.7. Provide manufacturer supplied equipment documentation.
- 8.8. Provide final documentation and "as built" system drawings
- 8.9. Provide system training following integration to the designated project leader or team as directed in the project specification documents.

9. GENERAL CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- 9.1. Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate.
- 9.2. Provide for the ordering, provisioning, installation, wiring and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- 9.3. Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- 9.4. Provide all necessary conduit, wiring and devices for technical power to the AV systems equipment.
- 9.5. Provide reasonable accesses of AVI Systems, Inc. personnel to the facilities during periods of integration, testing and training, including off hours and weekends.
- 9.6. Provide a secure area to house all integration materials and equipment.
- 9.7. Provide a project leader who will be available for consultation and meetings.
- 9.8. Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

PRODUCTS AND SERVICES DETAIL**PRODUCTS:**

<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
Large Split Combine Rooms				
NEC	NP-PX1004UL-WH with NP18ZL lens. Bundle includes PX1004UL-WH projector and NP18ZL lens, 5 Year Warr	4		
CHIEF	HEAVY DUTY PROJECTOR MOUNT	4		
Sub-Total: Large Split Combine Rooms				\$60,740.36
Small Conference Rooms				
CRESTRON	DM Lite – HD Scaling Auto-Switcher & HDMI® over CATx Extender 300 w/Wall Plate Transmitter, White	4		
BELDEN	REVConnect Jack 10GX Shielded 1Pack	8		
C2G	2FT CAT6 SNAGLESS STP CAB	4		
C2G	6FT CAT6 SNAGLESS STP CAB	4		
LIBERTY AV	CAT6 23/4P F/UTP CMP WHITE Integration Cables & Connectors	1		
Sub-Total: Small Conference Rooms				\$5,085.25
Replacement Lamps				
MAXELL	Replacement Lamp for CPX8170, MCX8170, CPWX8265, MCWX8265, CPWU8460, CPWU8461, MCWU8461 projectors	4	\$497.65	\$1,990.60
Sub-Total: Replacement Lamps				\$1,990.60
2020 Integration				
	Engineering & Drawings			
	Project Management			
	Programming			
	Cable Placement			
	In Shop Fabrication			
	On Site Integration			
	Testing & Acceptance			
	Training			
Sub-Total: 2020 Integration				\$15,212.86
Total:				<u>\$83,029.07</u>

Refer to page 1 for the Grand Total that includes the Taxes, and Shipping & Handling

AVI Systems General Terms and Conditions of Sale

The following General Terms & Conditions of Sale (the "T&Cs") in combination with either (a) a signed Retail Sales Agreement or (b) Quote under which AVI Systems, Inc ("AVI") agrees to supply goods or services constitute a binding contract (the "Agreement") between AVI and the entity identified on page one of the Retail Sales Agreement or Quote (the "Customer"). In the absence of a separately negotiated "Master Services Agreement" between AVI and Customer signed in "wet ink" by the Chief Executive Officer or Chief Financial Officer of AVI, these T&C's shall apply. Any terms and conditions set forth in any correspondence, purchase order or Internet based form from Customer to AVI which purport to constitute terms and conditions which are in addition to those set forth in this Agreement or which attempt to establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by AVI unless the same has been manually countersigned in wet ink by an Officer of AVI.

1. **Changes In The Scope of Work** – Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of this project by the Customer, including any additional requirements or restrictions placed on AVI by the Customer or its representatives, will be added to the contract price. When AVI becomes aware of the nature and impact of the change, a contract Change Order will be submitted for review and approval by the Customer before work continues. AVI has the right to suspend the work on the project pending Customer's written approval of the Change Order.
2. **Proprietary Protection of Programs** - AVI and client will BOTH store current and up-to-date versions of all programs, source code, IP schemes, DSP files etc for the duration of the project and following the project completion provide AVI is retained under an SSA agreement.
3. **Shipping and Handling and Taxes** – City will not be responsible for any damage until the equipment is located inside the city facility during installation. ie: city will not pay for damage caused by AVI or others outside their control. However, city will be responsible if one of their contractors or employees damages the equipment while product is in city hall during installation. AVI will be responsible for any damages caused by personnel responsible for installation. The city of Fargo will ensure equipment is secured after equipment has been delivered to prevent theft.
4. **Title** – Where applicable, title to the Equipment passes to the Customer on the earlier of: (a) the date of shipment from AVI to Customer, or (b) the date on which AVI transmits its invoice to Customer.
5. **Security Interest** – In addition to any mechanics' lien rights, the Customer, for value received, hereby grants to AVI a security interest under the North Dakota commercial code together with the a security interest under the law(s) of the state(s) in which work is performed or equipment is delivered. This security interest shall extend to all Equipment, plus any additions and replacements of such Equipment, and all accessories, parts and connecting Equipment now or hereafter affixed thereto. This security interest will be satisfied by payment in full unless otherwise provided for in an installment payment agreement. The security interest shall be security for all sums owed by Customer under this Agreement. A copy of this Agreement may be filed as a financing statement with the appropriate authority at any time after signature of the Customer. Such filing does not constitute acceptance of this Agreement by AVI
6. **Risk of Loss or Damage** – Notwithstanding Customer's payment of the purchase price for Equipment, all risk of loss or damage shall transfer from AVI to Customer upon transfer of Title to Customer. Customer shall be responsible for securing insurance on Equipment from this point forward.
7. **Receiving/Integration** – Unless the Agreement expressly includes integration services by AVI, the Customer agrees to furnish all services required for receiving, unpacking and placing Equipment in the desired location along with integration. Packaging materials shall be the property of the Customer.
8. **Equipment Warranties** – To the extent AVI receives any warranties from a manufacturer on Equipment; it will pass them through to Customer to the full extent permitted by the terms of each warranty. Factory warranties vary by manufacturer, and no additional warranties are expressed or implied.
9. **General Warranties** – Each Party represents and warrants to the other that: (i) it has full right, power and authority to enter into and fully perform its obligations under this Agreement, including without limitation the right to bind any party it purports to bind to this Agreement; (ii) the execution, delivery and performance of this Agreement by that Party does not conflict with any other agreement to which it is a Party or by which it is bound, and (iii) it will comply with all applicable laws in its discharge of its obligations under this Agreement. AVI warrants, for a period of 90 days from Substantial Completion, the systems integration to be free from defects in workmanship. EXCEPT AS SET FORTH IN THIS AGREEMENT, AVI DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH REGARD TO THE EQUIPMENT, MATERIALS AND SERVICES PROVIDED BY AVI, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON INFRINGEMENT AND TITLE. CITY HAS RELIED ON AVI CONSULTING TO IDENTIFY PRODUCT WILL MEET THEIR NEEDS.
10. **Indemnification** – Customer shall defend, indemnify and hold harmless AVI against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), that arise in whole or in part from: (a) any negligent act or omission of Customer, its agents, or subcontractors, (b) Customer's failure to fully conform to all laws, ordinances, rules and regulations which affect the Agreement. If Customer fails to promptly indemnify and defend such claims and/or pay AVI's expenses, as provided above, AVI shall have the right to defend itself, and in that case, Customer shall reimburse AVI for all of its reasonable attorneys' fees, costs and damages incurred in settling or defending such claims within thirty (30) days of each of AVI's written requests. AVI shall indemnify and hold harmless Customer against all damages, claims, liabilities, losses and other expenses, including without limitation reasonable attorneys' fees and costs, (whether or not a lawsuit or other proceeding is commenced), to the extent that the same is finally determined to be the result of (a) any grossly negligence or willful misconduct of AVI, its agents, or subcontractors, (b) AVI's failure to fully conform to any material law, ordinance, rule or regulation which affects the Agreement.

11. Remedies – Upon default as provided herein, AVI shall have all the rights and remedies of a secured party under the Minnesota commercial code and under any other applicable laws. Any requirements of reasonable notice by AVI to Customer, or to any guarantors or sureties of Customer shall be met if such notice is mailed, postage prepaid, to the address of the party to be notified shown on the first page of this Agreement (or to such other mailing address as that party later furnishes in writing to AVI) at least ten calendar days before the time of the event or contemplated action by AVI set forth in said notice. The rights and remedies herein conferred upon AVI, shall be cumulative and not alternative and shall be in addition to and not in substitution of or in derogation of rights and remedies conferred by the North Dakota commercial code and other applicable laws.

12. Limitation on Liability – EXCEPT IN CIRCUMSTANCES INVOLVING ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL LIABILITY OF AVI UNDER THIS AGREEMENT FOR ANY CAUSE SHALL NOT EXCEED (EITHER FOR ANY SINGLE LOSS OR ALL LOSSES IN THE AGGREGATE) THE GREATER OF THE NET AMOUNT ACTUALLY PAID BY CUSTOMER TO AVI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE ON WHICH AVI'S LIABILITY FOR THE FIRST SUCH LOSS FIRST AROSE OR \$1,000,000.

13. No Consequential Damages – AVI SHALL NOT HAVE ANY LIABILITY TO CUSTOMER OR TO ANY OTHER PERSON OR ORGANIZATION WHOSE RIGHT TO BRING A CLAIM, ACTION OR LAWSUIT ARISES OUT OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY DESCRIPTION (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOSS OR INTERRUPTION OF BUSINESS), WHETHER BASED ON CONTRACT, NEGLIGENCE, TORT, OR ANY OTHER LEGAL THEORY, REGARDLESS OF WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IRRESPECTIVE OF THE NUMBER OR NATURE OF CLAIMS

14. Acceleration of Obligations and Default – Payment in full for all "Equipment," which is defined as all goods identified in the section of the Agreement with the same title, as well for any and all other amounts due to AVI shall be due within the terms of the Agreement. Upon the occurrence of any event of default by Customer, AVI may, at its option, with or without notice, declare the whole unpaid balance of any obligation secured by this Agreement immediately due and payable and may declare Customer to be in default under this Agreement.

15. Choice of Law, Venue and Attorney's Fees – This Agreement shall be governed by the laws of the State of North Dakota in the United States of America without reference to or use of any conflicts of laws provisions therein. For the purpose of resolving conflicts related to or arising out of this Agreement, the Parties expressly agree that venue shall be in the State of North Dakota in the United States of America only, and, in addition, the Parties hereby consent to the exclusive jurisdiction of the federal and state courts located in Cass County, North Dakota in the United States of America and waive any right to assert in any such proceeding that Customer is not subject to the jurisdiction of such court or that the venue of such proceeding is improper or an inconvenient forum. The Parties specifically disclaim application (i) of the United Nations Convention on the International Sale of Goods, 1980, and (ii) of Article 2 of the Uniform Commercial Code as codified

16. General – Headings are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The Parties acknowledge and agree that the Agreement has been negotiated by the Parties and that each had the opportunity to consult with its respective counsel, and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement. This Agreement is not assignable by Customer without the prior written consent of AVI. Any attempt by Customer to assign any of the rights, duties, or obligations of this Agreement without such consent is void. AVI reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein, or upon the sale of all or substantially all of AVI's assets or business. This Agreement can only be modified by a written agreement duly signed by persons authorized to sign agreements on behalf of the Customer and of AVI, and variance from the terms and conditions of the Agreement in any order or other written notification from the Customer will be of no effect. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. AVI is not responsible for any delay in, or failure to, fulfill its obligations under this Agreement due to causes such as natural disaster, war, emergency conditions, labor strike, acts of terrorism, the substantial inoperability of the Internet, the inability to obtain supplies, or any other reason or any other cause or condition beyond AVI's reasonable control. Except as otherwise stated in the Agreement, AVI is not obliged to provide any services hereunder for Equipment located outside the United States or Puerto Rico. Scheduled completion dates are subject to change based on material shortages caused by shortages in cable and materials that are industry wide.

17. Confidentiality Each party acknowledges that certain material and information which has or will come into its possession or knowledge in connection with this Agreement may consist of confidential and proprietary information or data which is not readily ascertainable by proper means and which derives economic value, from not being generally known ("Confidential Information") and that the Customer, being a North Dakota political subdivision, is subject to the open records requirements of North Dakota law ((N.D.C.C. §44-04-17.1 *et seq.*). This includes certain computer software programs or source codes that meet the definition of "proprietary information" under said North Dakota law, including N.D.C.C. §44-04-18.4(7). Subject to applicable federal, state or local law, the Customer shall not disclose any Confidential Information concerning the company, unless required by law. If required to disclose any such information, Customer will give the company advance notice as soon as reasonably possible. This paragraph shall survive the termination of this Agreement for any reason.

18. Nonsolicitation – To the extent permitted by applicable law, during the term of this Agreement and for a period of one (1) year after the termination this Agreement, each Party agrees that it shall not knowingly solicit or attempt to solicit any of the other Party's executive employees or employees who are key to such Party's performance of its obligations under this Agreement ("Covered Employees"). Notwithstanding the foregoing, nothing herein shall prevent either Party from hiring as an employee any person who responds to an advertisement for employment placed in the ordinary course of business by that Party and/or who initiates contact with that party without any direct solicitation of that person by that Party or its agents.

19. Price Quotations and Time to Install – AVI often installs systems at the end of a construction project. The price quoted contemplates that AVI shall have access to the location for the time shown for AVI to complete its work after the work of all other contractors is substantially complete which means, generally, all other trades are no longer generating dust in the location, and final carpeting/flooring is installed (the "Prepared Area") Failure to

give AVI access to the Prepared Area for the amount of time shown for the installation may result in increased installation costs, typically in a manner proportionate to the reduction of time given to AVI to complete its work compared to the original schedule.

20. Price Quotations – Unless otherwise specified, all prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the terms of each invoice. Payment in other forms, including credit card, p-card, or other non-cash payments shall be subject to a convenience above the cash price. Please speak to your AVI representative if you have any questions in this regard.

View Contract

Contract

Name: STAGEnet Network Equipment / Audio / Visual / Video

Number: 110

Initial Contract Period: 01/01/2017 Thru: 12/31/2018

Renewed/Extended Through: 12/31/2020

Remaining Renewal Options: 2

Renewal Period: 12 Months

Remaining Extension Options: Up to 12 Months

Environmentally Preferable/Biobased: N

Cooperative Purchase: Y

Mandatory: N

Attachments

Title	Size	Action
Pricing - Discount off list - 12-2019	151 kb	View
Pricing - Discount off list - 12-2018	143 kb	View
Pricing - Discount off list - 7-2018	143 kb	View
SOW (Statement of Work) for any Stagenet Services	39 kb	View
Pricing - Discount off list - 11-2017	141 kb	View
Pricing - Discount off list - 5-2017	125 kb	View
Anixter - Renewal 1	77 kb	View
AVI Systems - Renewal 1	41 kb	View
Corporate Technologies - Renewal 1	271 kb	View
Hardware Group - Renewal 1	56 kb	View
High Point - Renewal 1	390 kb	View
Marco - Renewal 1	689 kb	View
Pinnaca - Renewal 1	419 kb	View
Renewal - Amendment 1 - Network Center	109 kb	View

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Renewal - Amendment 1 - Signal Perfection	273 kb	View
Amendment 2 - Renewal - Anixter	148 kb	View
Amendment 2 - Renewal - AVI Systems	86 kb	View
Amendment 2 - Renewal - Corp Technologies	280 kb	View
Amendment 2 - Renewal - High Point	51 kb	View
Amendment 2 - Renewal - Marco	93 kb	View
Amendment 2 - Renewal - Network Center	144 kb	View
Amendment 2 - Renewal - Pinnaca Video Guidance	77 kb	View
Amendment 2 - Renewal - Signal Perfection	288 kb	View

Contractors

Contractor	Address	City	Contact	Title	Toll Free	Country Code	Telephone	Extension
Anixter, Inc.	6055 Nathan Lane N., Suite 1400	Plymouth, MN 55442	Dean Nelson Joe Jacques	Contract Rep Contract Rep (backup)			763-656- 4004 763-559- 2690	
AVI Systems, Inc.	1930 E. Century Ave	Bismarck, ND 58503	Steve Butts Trent Slyter	Contract Rep			701-323- 3054 701-323- 3054	
Corporate Technologies	2000 44th Street SW, Suite 100	Fargo, ND 58103	Brian Nelson	Contract Rep			701-893- 4014	
Hardware Group (Contract cancelled with Vendor)	7667 Cahill Rd, Suite 400	Minneapolis, MN 55439	Reuben Adams	Global Account Manager			999-999- 9999	

High Points Networks	1207 Prairie Parkway, Suite A	West Fargo, ND 58078	Justin Fetch	Contract Rep	701-499-5224
Marco Technologies	2625 41st St S	Fargo, ND 58104	Bryce Nelson	Contract Rep	701-282-8195
Network Center Inc.	3487 S University Dr.	Fargo, ND 58104	Brad Gorder	Contract Rep	701-364-2459
Pinnaca	3487 University Dr.	Fargo, ND 58103	Scott Deutsch Jon Brademeyer	Contract Rep Contract Rep	952-400-2595 701-446-8695
Signal Perfection, Ltd.	2730 Arthur Street	Roseville, MN 55113	John Kast	Contract Rep	651-287-7007

Contract Administrator

Name: Peterson Brandy Scherbenske Angie**Telephone:** 701-328-1888**Fax:** 701-328-3000**Email:** blpeterson@nd.gov

Return

CONTRACT AMENDMENT

CONTRACT NAME AND NUMBER: STAGENET NETWORK EQUIPMENT - #110

AMENDMENT NUMBER: 2

This amendment is made to #110 STAGENet Network Equipment (Contract) between the State of North Dakota, acting through its Information Technology Department in cooperation with the Office of Management and Budget State Procurement Office (STATE), and AVI Systems, Inc. (CONTRACTOR).

The parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions conflict with any of the terms and conditions of the Contract, then, notwithstanding any term in the Contract, the following terms and conditions govern and control the rights and obligations of the parties.

The parties agree to amend the Contract as follows:

Renewal

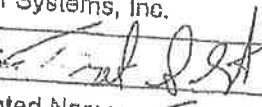
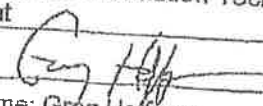

Contract Section 5, Term of Contract. The Contract commenced on January 1, 2017 for a period of 24 months with an option to renew the contract for up to four (4) years.

The Contract was previously renewed for 12 months.

The parties have agreed to renew or extend the Contract for an additional 12 months; therefore, the contract is amended to change the expiration date to December 31, 2020. The Contract has two (2) renewals remaining. The Contract can be extended for an additional 12 months.

All other terms of the Contract remain in effect. This Contract Amendment is not effective until fully executed by all parties.

EXECUTION

CONTRACTOR		STATE OF NORTH DAKOTA	
AVI Systems, Inc.		Acting through its Information Technology Department	
BY: 		BY: 	
Printed Name: Trent Slyter		Printed Name: Greg Hoffman	
Title: Area Vice President		Title: Director, Administrative Services	
Date: 9-21-19		Date: 9-30-19	
STATE OF NORTH DAKOTA			
Acting through its ND State Procurement Office			
BY: 			
Printed Name: Angie Scherbenske			
Title: Procurement Officer II			
Date: 10-8-2019			

Audio Visual

For items not listed please contact the applicable vendor(s) for a percent off list discount

Description	Anixter, Inc.	AVI Systems	Network Center	Pinnaca	Signal Perfection
AMX		30%			
Ashton Bentley					44%
Atlas Sound				10%	
Audio-Technica					30%
Audix					35%
Avizia					35%
Avteq				15%	
Barco - Cubes & Direct View LED Video Wall				15%	
Barco - Projectors					Cost plus 15%
BIAMP-Audio Processors		30%			22%
Bluescape					41%
BSS Audio					Cost plus 15%
Cambridge Audio					37%
Canon USA Inc.					18%
CHIEF-Mounts					25%
Christie Digital		28%			40%
ClearOne					Cost plus 15%
Comprehensive					15%
Crown					41%
Da-Lite-Projection Screens					35%
Digital Projection		28%			29%
Draper-Projection Screens					15%
Earthworks		22%			25%
EPSON-Not Brighter Futures					30%
Haivision Systems		14%			
Hitachi		45%			18%
JBL					30%
Jupiter					30%
Kramer					18%
Labgruppen					35%
LECTROSONIC					30%
LG Electronics		20%			
LG displays	5%				15%
Liberty					
Logitech					39%
Microsoft - Surface Hub				15%	
Microsoft - Surface Hub - Maintenance					2%
Middle Atlantic - Mounts					5%
Middle Atlantic - Power Products					47%
NEC - Projectors					47%
NEC - Televisions		13%			28%
Peerless					Cost plus 15%
Planar Systems					43%
PRYSM					Cost plus 15%
PRYSM - Maintenance					6%
QSC					5%
Raxxes					29%
Revolabs					40%
RGB				15%	10%
Samsung displays	5%				17%
Samsung-Pro Monitors		15%			
Sharp Commercial					23%
Sharp-Pro Monitors, Projectors		25%			17%
Shure					31%
Smart Technologies - Hardware					25%
Smart Technologies - Hardware - Education		14%			12%
Smart Technologies - Maintenance		25%			
Smart Technologies - Software					18%
Sony - Professional - Televisions					5%
Sony - Projector					25%
SurgeX		20%	15%		33%
Tannoy					30%
Vaddio					39%
ViewSonic		20%		15%	
Vyopta			5%		
				5%	

Miscellaneous Equipment

For items not listed please contact the applicable vendor(s) for a percent off list discount

Description	Anixter, Inc.	AVI Systems	Corporate Technologies	Hardware Group	High Point	Marco	Network Center	Pinnaca	Signal Perfection
3COM				10%		5%			
3COM - Maintenance				5%					
3M	5%								
A10 Networks - Hardware									
A10 Networks - Maintenance					30%				
A10 Networks - Software					5%				
AddOn Networks					15%				
Aimatis			25%						
Allegion door locking hardware	5%				5%				
Arris									
ASSA ABLOY door locking hardware	5%					5%			
Axis - Hardware									
Axis - Maintenance			10%		10%				
Barracuda - Networking					5%				
Barracuda - Surveillance			10%						
Belden cable & connectivity			10%						
Berk-Tek cable, fiber/copper	5%								
Bogen	10%								
Bradt Labels	5%								
Chatsworth cabinets, racks, cable management	10%								
CheckPoint - Hardware									
CheckPoint - Maintenance				20%		45%	10%		
CheckPoint - Software				5%		27%	2%		
Coaxial Cables, Connectors				20%		45%			
Corning Fiber	10%								
Corning Pre-terminated Solutions (fanout kits, rackmountable hardware, splice closures, etc.)	10%								
Commscope Fiber	10%								
Cat5e, Cat6, Cat6A various cables	10%								
Cooper B-Line basket tray	5%								
CREE Network Lighting	10%								
Creston - Hardware		37%							
Creston - Maintenance						35%			
Creston - Software		37%				10%			41%
CyberPower UPS	5%					35%			
Dell - Hardware									41%
Dell SonicWall - Hardware & Software					25%				
Dell SonicWall - Maintenance					25%				
Eaton UPS / power products	5%				5%				
Electrorack									
Extron - Hardware		32%							
Extron - Maintenance						35%		20%	41%
Extron - Software		32%				10%			
Fluke Testers	5%					35%			41%
Geist power	5%								
HP - Commercial Storage - Hardware				27%	20%				
HP - Commercial Storage - Maintenance				16%	0%				
HP - Commercial Storage - Software				16%	0%				
HP - Enterprise Storage - Hardware				30%	20%				
HP - Enterprise Storage - Maintenance				16%	0%				
HP - Enterprise Storage - Software				16%	0%				
HP - Servers - Hardware				16%	0%				
HP - Servers - Maintenance				29%	20%				
HP - Servers - Software				16%	0%				
HPE Switching - Hardware				16%	0%				
HPE Switching - Maintenance				30%	20%				
HPE Switching - Software				16%	0%				
HID Global	5%			16%	0%				
Hoffman cabinets, racks	5%								
In-Building Wireless (Commscope, Corning, TE, Firetide)	10%								
JDSU/Vaivi Testers	5%								
Kentrox									
Legrand cable & connectivity	5%								
Leviton connectivity	10%								
Liebert/Vertiv UPS/power products	5%								
Logrhythm - Hardware & Software									
Logrhythm - Maintenance					15%				
Nimble - Hardware & Software					5%				
Nimble - Maintenance					35%				
Panduit patch panels, jacks, faceplates, surface mount boxes	10%				5%				
Patton - Hardware & Software									
Plantronics - Hardware					5%				
Plantronics - Maintenance					20%				
Plantronics - Software					5%				
Plantronics & Jabra Headsets	10%				15%				
ProLabs	10%								
Qumu		15%		50%					
Riverbed - Hardware & Software									
Riverbed - Maintenance					10%				
Sargent door locking hardware	5%				5%				
Server Technology/Raritan	5%								
Shore Tel - Hardware									
Shore Tel - Maintenance					44%				
Shore Tel - Software					5%				
Sierra Wireless					35%				
SureCall	5%					5%			
Transition Networks switches, media converters	10%								
Unitrends - Hardware & Software									
Unitrends - Maintenance					15%				
Valcom	5%				5%				
Vbrick - Hardware		25%							
Vbrick - Maintenance		20%				5%			29%
Vbrick - Software		25%				5%			29%
Veeam - Maintenance						5%			15%
Veeam - Software					15%				

Professional Services	
AVI Systems	
AVI Systems Integration or Repair Service - Install/Service Tech	\$95/hour
AVI Systems Integration or Repair Service - Project Manager/Lead Tech	\$105/hour
AVI Systems Integration or Repair Service - Programmer/Design Engineer	\$136/hour
AVI Branded UC Support	20%
AVI Branded Pro Support	20%
Block of 40 Hours	
AVI Systems Integration or Repair - Install/Service Tech	\$3,610
AVI Systems Integration or Repair - Project Manager/Lead Tech	\$3,990
AVI Systems Integration or Repair Service - Programmer/Design Engineer	\$5,168
Corporate Technologies	
Networking - On Site	\$105/hour
Advanced Networking - On Site	\$120/hour
Advanced Networking/IPT - On Site	\$120/hour
Hardware Group	
On Site	\$150/hour
Remote - Low Level Design, Prestaging	\$125/hour
High Point	
Block of 10 Hours	\$1,567
Block of 25 Hours	\$3,712
Block of 50 Hours	\$7,012
Block of 100 Hours	\$13,200
Block of 200 Hours	\$24,750
Marco	
Pro AV	\$95/hour
Project Management	\$125/hour
Networking	\$150/hour
Advanced Networking - IP Telephony	\$160/hour
Advanced Datacenter	\$160/hour
Advanced Security	\$160/hour
Advanced Networking	\$160/hour
Network Center	
Network Monitoring - Based on total network devices. Monthly monitoring fee is available.	
PC/Desktop Monitoring	\$5/mo/endpoint
AntiVirus	\$2-\$4/mo/endpoint
Technician	\$155/hour
Engineer	\$165/hour
Technician - Block of 100 Hours	\$145/hour
Engineer - Block of 100 Hours	\$155/hour
Pinnaca	
Pinnaca One Call Support	15%
Pinnaca One Call AV Support	15%
Pinnaca One Call Prime Support	15%
Pinnaca One Call Plus Support	15%
Pinnaca Cloud Based Services	15%
Pinnaca Video Infrastructure Labor Service	\$149/hour
Pinnaca General Labor Service	\$95/hour
Pinnaca A/V Phone Service	\$95/hour
Signal Perfection	
Installation	\$95/hour
Onsite Programming	\$125/hour
Onsite Field Technician	\$125/hour
Remote Services Support	\$105/hour

Subject:

FW: Fargodome Article For Approval and a question on the pricing for the meeting room projector replacements

From: Kathy Skramstad [mailto:kathy.skramstad@avisystems.com]

Sent: Wednesday, February 5, 2020 4:46 PM

To: Rob Sobolik <rsobolik@fargodome.com>; Matt Costello <mcostello@fargodome.com>; Sarah Dykema <sdykema@fargodome.com>

Subject: RE: Fargodome Article For Approval and a question on the pricing for the meeting room projector replacements

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

Your discount on the product is more than 13%. MSRP on the projector is \$23,099 <https://www.necdisplay.com/p/np-px1004ul-w-18>. 13% off would be \$20,096.13. Your price for the projector is \$14,826.59 each. NEC passed along an additional discount, which I passed on to you.

As well, the labor is at state contracted rates.

Thank you!
Kathy

From: Rob Sobolik <rsobolik@fargodome.com>

Sent: Wednesday, February 5, 2020 4:20 PM

To: Kathy Skramstad <kathy.skramstad@avisystems.com>; Matt Costello <mcostello@fargodome.com>; Sarah Dykema <sdykema@fargodome.com>

Subject: RE: Fargodome Article For Approval and a question on the pricing for the meeting room projector replacements

THIS IS AN EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe

On a different item, regarding the meeting room video projectors. Are you using the existing state contract for the NEC projectors, and is the product discount the 13% as stated for AVI Systems with the NEC – Projectors, or is the discount greater than the 13%, as was the case with the Bose project?

Also, are the integration charges for the projector project following the rates outlined in the Professional Services portion of the STAGENet #110 contract?

I will need that information for the approval request letter.

Thank you.

Rob Sobolik
General Manager
Fargodome

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FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *Ksc*

RE: FINANCIAL STATUS REPORT FOR MAJOR OPERATING FUNDS FOR YEAR ENDING DECEMBER 31, 2019

DATE: FEBRUARY 27, 2020

The Finance Department is presenting the financial status report covering our major operating funds. This report covers all of the 2019 fiscal year.

This has been prepared in accordance with the Finance Committee's policy of formal quarterly financial updates as a supplement to the monthly financial report provided each month for the General Fund.

Suggested Motion:

Approve the financial status report for FY 2019 for all major operating funds.

**CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT (PP14)
BUDGET TO ACTUAL FOR YEAR ENDING DECEMBER 31, 2019 (Unaudited)**

REVENUES:					
	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 101,259,000	\$ 98,282,000	\$ (2,977,000)	-2.9%	(1)
Enterprise Funds:					
Water	25,374,000	22,752,000	(2,622,000)	-10.3%	(2) (3) (2)
Solid Waste	17,137,000	15,305,000	(1,832,000)	-10.7%	
Wastewater	13,192,000	12,489,000	(703,000)	-5.3%	
Forestry	2,164,000	2,249,000	85,000	3.9%	
Street Lighting	3,428,000	3,516,000	88,000	2.6%	
Storm Sewer	2,927,000	2,989,000	62,000	2.1%	
Vector Control	738,000	740,000	2,000	0.3%	
Total Enterprise Funds	64,960,000	60,040,000	(4,920,000)	-7.6%	
Total Operating Funds	\$ 166,219,000	\$ 158,322,000	\$ (7,897,000)	-4.8%	

Reporting Basis: Revised 2019 Budget, Preliminary Modified Accrual

EXPENDITURES:					
	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	\$ 102,087,000	\$ 100,541,000	\$ 1,546,000	1.5%	
Enterprise Funds:					
Water	30,971,000	32,595,000	(1,624,000)	-5.2%	(4)
Solid Waste	18,133,000	15,901,000	2,232,000	12.3%	
Wastewater	16,051,000	13,128,000	2,923,000	18.2%	
Forestry	2,386,000	2,301,000	85,000	3.6%	
Street Lighting	3,148,000	2,755,000	393,000	12.5%	
Storm Sewer	2,043,000	2,657,000	(614,000)	-30.1%	
Vector Control	696,000	600,700	95,300	13.7%	
Total Enterprise Funds	73,428,000	69,937,700	3,490,300	4.8%	
Total Operating Funds	\$ 175,515,000	\$ 170,478,700	\$ 5,036,300	2.9%	

Reporting Basis: Revised 2019 Budget, Preliminary Modified Accrual

Footnotes:

- (1) General Fund revenues lagged budget projections in charge for services, building permits and transfers
- (2) Water and wastewater revenues negatively impacted by extreme wet weather cycle
- (3) Solid Waste landfill revenues lagging budget projection, most notably landfill revenue
- (4) Variance caused by larger final 2019 CIP approval for storm sewer projects. (UR-19-A1) under revised rate structure

REPORT OF ACTION**FINANCE COMMITTEE**

(7)

Project No. Old City Hall Demolition

Type: Change Order

Location: 225 4th Street North

Date of Hearing: 1/27/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/4/2020</u>
Project File	

Bruce Grubb, City Administrator, presented Change Order #3 with Excavating Inc. for revisions to the Old City Hall demolition contract due to sidewalk and grading modifications associated with the Sodbuster/Civic Plaza work by Bishop Land Design.

Change Order #3**\$16,463.25**

- **Modifications to the sidewalk connection to Civic Center** \$ 6,118.75
This work was necessary due the BLD design of the Civic Center plaza and Sod Buster installation.
- **Winter charges for concrete work** \$ 6,277.50
Due to BLD design of the Civic Plaza area, winter charges were incurred for the sidewalk connection to the Civic Center.
- **Temporary mulch for winter** \$ 4,067.00
Due to BLD design of the Civic Plaza area, final grading and seeding could not be completed on the north and west sides of City Hall. Final grading and seeding of these areas will be done in the spring of 2020.

MOTION:

On a motion by Dave Piepkorn, seconded by Bruce Grubb, the Finance Committee voted to approve Change Order #3 with Excavating Inc. for the old City Hall demolition project.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Tim Mahoney, Mayor	<u>X</u>			
Dave Piepkorn, City Commissioner	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>			
Mike Redlinger, Assistant City Administrator	<u>X</u>			
Kent Costin, Director of Finance	<u>X</u>			
Steve Sprague, City Auditor	<u>X</u>			


Tim Mahoney
Finance Committee Chair

CHANGE ORDER

Project:	<u>Demo of Old City Hall</u>	Change Order #:	<u>Gen#03</u>
		Project Job #:	<u>#2018.01</u>
Owner:	<u>City of Fargo</u>	Contract Date:	<u>Sept 5, 2018</u>



Excavating, Inc is authorized to make the following changes to the contract:

Work Included:

West parking lot modifications: provide modications to sidewalk at south end of the Parking Lot.	\$6,118.75
Winter charges for concrete work (additives, ground heater, blankets)	\$6,277.50
Temporary mulch for winter.	\$4,067.00

Reason for Change:
Owner Requested
Unforeseen Conditions
Contractor Initiated
Other

Original Contract Sum	\$375,944.78
Net change by previous change orders	<u>\$46,303.90</u>
Contract sum prior to this change order was	\$422,248.68
Contract sum will be increased by this change order	<u>\$16,463.25</u>
Net contract sum, including this change order	\$438,711.93
Contract time will be (increased) (decreased) by days	N/A

Architect	Contractor	Owner
By: 	By: 	By: _____
Title: Architect	Title: <u>Estimator</u>	Title: _____
Date: 12/4/19	Date: <u>12/4/2019</u>	Date: _____



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-277-1884 • Fax: 701-277-8638

Change Order No. 3

Date of Issuance: 12/3/2019	Effective Date: 12/3/2019
Owner: City of Fargo	Owner's Contract No.: PO # 202578
Contractor: Excavating, Inc. - Fargo	Contractor's Project No.: 1806
Engineer: T.L. Stroh Architects, Ltd	Engineer's Project No.:
Project: Demolition of Former City Hall, Fargo, ND	Contract Name:



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

Description: West parking lot modifications to sidewalk at south end of the Parking Lot and Winter Charges due to project coordination with New City Hall project.

Parking Lot modifications.	\$6,118.75.
Winter Charges for Concrete work. (Additives, Ground Heater, Blankets)	\$6,277.50.
Temporary Mulch for Winter.	\$4,067.00.
Total for Change Order No. 3.	\$16,463.25.

Attachments: *[List documents supporting change]*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 375,944.78	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ 46,303.90	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 422,248.68	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ 16,463.25	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ 438,711.93	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: 	By: 
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: <u>Estimator</u>	Title: _____
Date: _____	Date: _____	Date: <u>12/3/2019</u>	Date: _____



CHANGE PROPOSAL NO: PR-Go1

Date sent to Contractor: 8-17-19

PROPOSAL REQUEST (NOT A CHANGE ORDER)

PROJECT: Fargo City Hall Demolition
Fargo, North Dakota

To: Excavating Inc.
651 5th Street CT NW
West Fargo, ND 58078

Attn: Austin Stockert

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work.

DESCRIPTION OF THE PROPOSED CHANGES

1. West Parking Lot Modifications:

State amount to provide modifications to sidewalk at south end of the Fargo City Hall Parking Lot as indicated on the revised civil drawings.

This will ADD \$ 6,118.75 to the contract price.

This will DEDUCT \$ NA to the contract price.

Additional Concrete Work - \$4,250.00

Additional Earthwork - \$1,868.75

All work shall be equal to contract specifications.

Sign for Contractor:

By:  Austin Stockert

Date: September 10, 2019

STROH
CONSTRUCTION SET
8 Seventh St. N.
Oroquieta, N.D. 58102
Phone (701) 239-9643
www.stroh.com

Project:
EXISTING FARGO CITY HALL DEMO
FARGO, NORTH DAKOTA

City of Fargo
CONSTRUCTION SET
FARGO, NORTH DAKOTA

Location:
FARGO, ND 58102

Drawn By:
AM

Date:
JULY 20TH, 2018

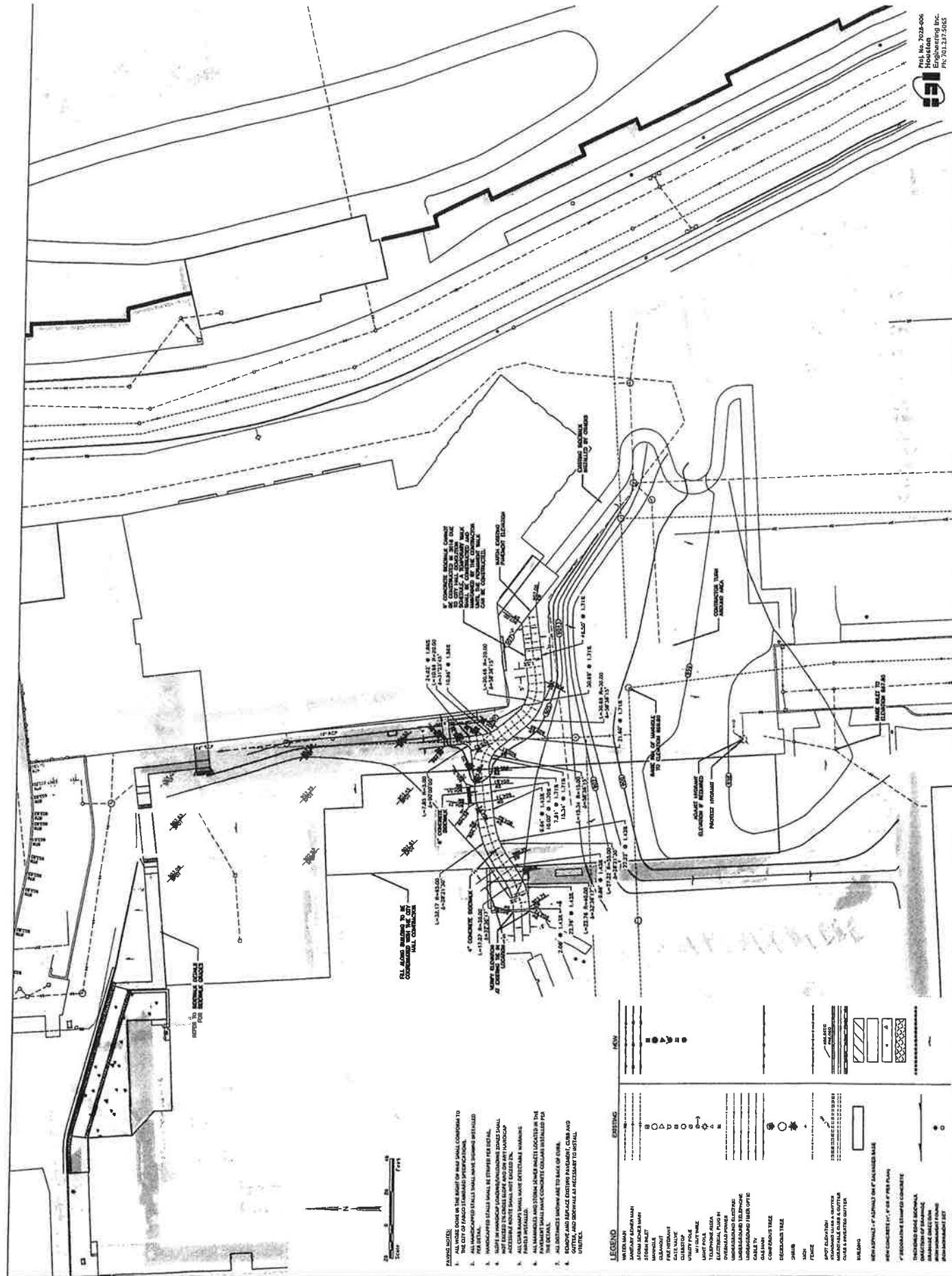
Revision Date:
8/1/2019 PR-1

Job Number:
2018.01

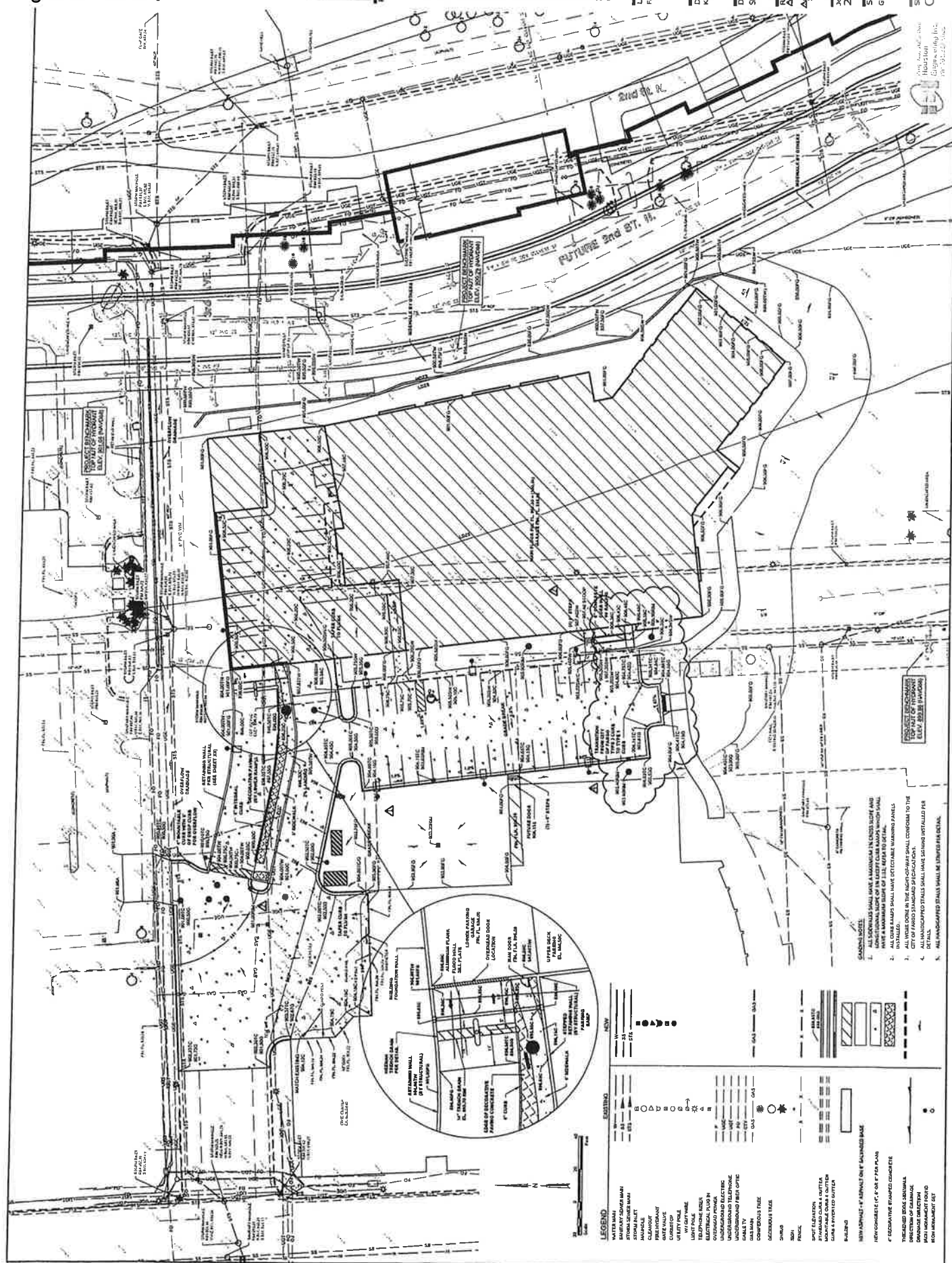
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GRADING PLAN

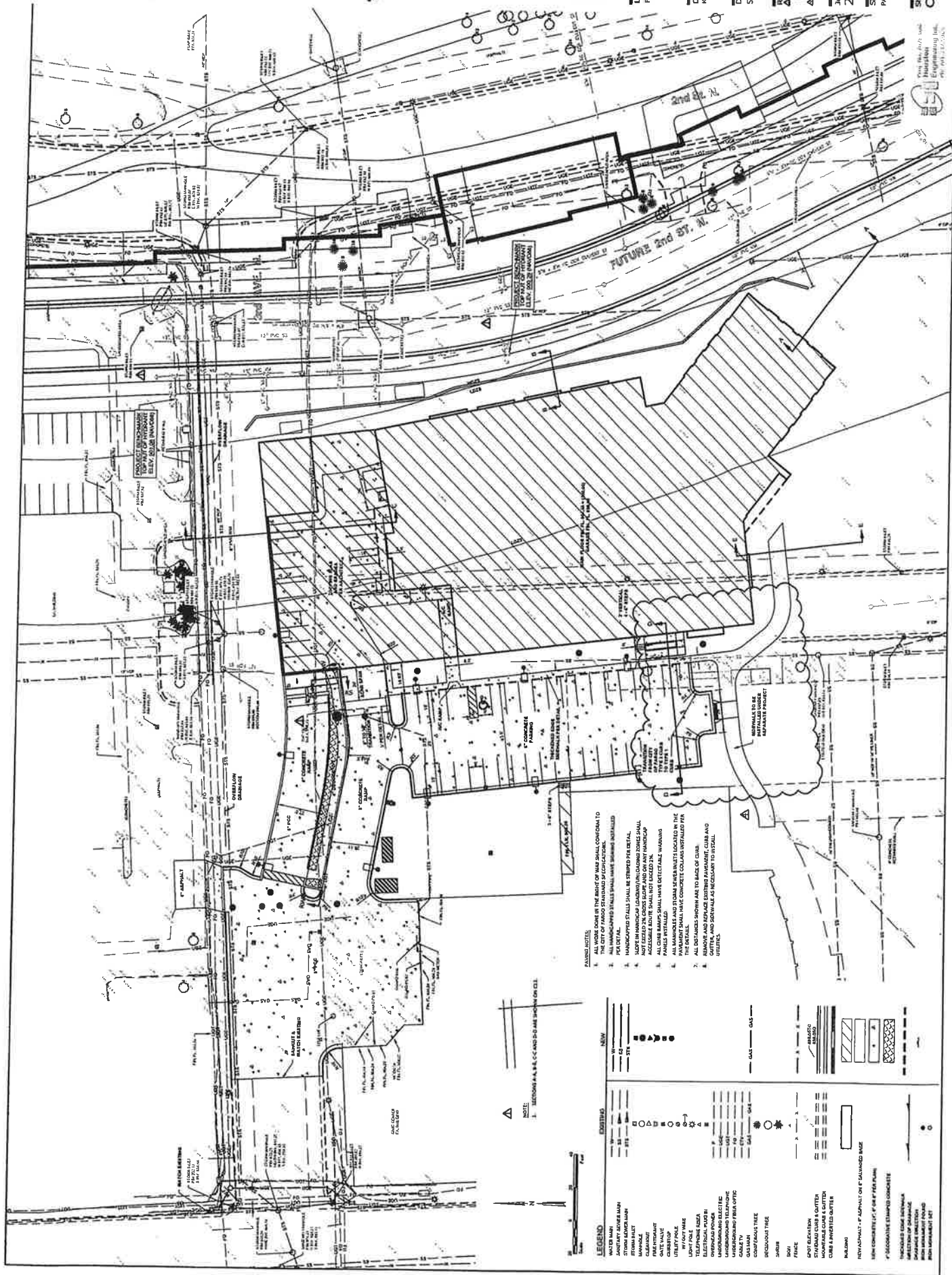
Sheet Number:
CD.1.1

Proj. No. 2018.006
Houston
Engineering Inc.
P.O. Box 137,565

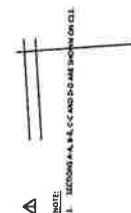


[illegible]





- PAVING NOTES:**
1. ALL PAVING SHALL BE IN ACCORDANCE WITH THE CITY OF FARGO STANDARD SPECIFICATIONS.
 2. ALL UNPAVED AREAS SHALL BE GRADED AND STABILIZED.
 3. ALL HANDICAPPED STALLS SHALL HAVE BARRIERS INSTALLED.
 4. ALL HANDICAPPED STALLS SHALL BE STAMPED FOR DETAIL.
 5. NOT TO EXCEED 2% SLOPE AND ON ANY HANDICAP STALLS SHALL BE STAMPED FOR DETAIL.
 6. ALL CURB RAMP SHALL HAVE DETAILING HANDICAP PAVES INSTALLED.
 7. ALL HANDICAPPED AND STALLS SHALL BE LOCATED IN THE CENTER OF THE STALL.
 8. ALL DISTANCES SHOWN ARE TO FACE OF CURB.
 9. ALL DISTANCES SHOWN ARE TO FACE OF CURB.
 10. ALL DISTANCES SHOWN ARE TO FACE OF CURB.
 11. ALL DISTANCES SHOWN ARE TO FACE OF CURB.
 12. ALL DISTANCES SHOWN ARE TO FACE OF CURB.



LEGEND

	WATER MAIN		GAS
	STORM SEWER		SEWER
	ELECTRIC		TELEPHONE
	CABLE TV		FIBER OPTIC
	MANHOLE		CATCH BASIN
	STREET LIGHT		FIRE HYDRANT
	UTILITY POLE		TRAFFIC SIGN
	TREE		FENCE
	BUILDING		PAVEMENT
	CONCRETE		ASPHALT
	GRAVEL		SAND
	SOIL		ROCK
	WATER		SEWER
	ELECTRIC		TELEPHONE
	CABLE TV		FIBER OPTIC
	MANHOLE		CATCH BASIN
	STREET LIGHT		FIRE HYDRANT
	UTILITY POLE		TRAFFIC SIGN
	TREE		FENCE
	BUILDING		PAVEMENT
	CONCRETE		ASPHALT
	GRAVEL		SAND
	SOIL		ROCK

From: Nicole Crutchfield <ncrutchfield@FargoND.gov>
Sent: Tuesday, September 10, 2019 7:34 PM
To: Joe Jenni
Cc: Michael Redlinger; Maegin Elshaug; Mark Williams; Thomas Knakmuhs; Bruce Grubb; Randy Engelstad
Subject: RE: Fargo City Hall Demolition - South Sidewalk Changes

Joe

I confirmed with Michael (City Administration) that we can approve these changes.
-Nicole

From: Joe Jenni <joej@tlstroh.com>
Sent: Tuesday, September 10, 2019 10:57 AM
To: Nicole Crutchfield <ncrutchfield@FargoND.gov>
Subject: FW: Fargo City Hall Demolition - South Sidewalk Changes

FYI

From: Joe Jenni
Sent: Tuesday, September 10, 2019 10:51 AM
To: Bruce Grubb <BGrubb@FargoND.gov>
Cc: 'MElshaug@FargoND.gov' <MElshaug@FargoND.gov>; Randy Engelstad <rengelstad@houstoneng.com>
Subject: FW: Fargo City Hall Demolition - South Sidewalk Changes

Bruce,

Attached is the proposal request from Excavating Inc. for the sidewalk and grading modifications south of the new City Hall Parking Lot. These changes are a result of the request from Engineering to delete the ten south parking spaces to accommodate the future Plaza design.

Please let me know if this is approved so we can keep the project moving forward.

Thanks

Joseph Jenni, AIA



MEMORANDUM

TO: FARGO CITY COMMISSION

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 03/02/2020

SUBJECT: ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION

City of Fargo grant policy requires City Commission approval prior to application for all federal grants. Currently FEMA is accepting grant applications through the Assistance to Firefighters Grants (AFG).

The Self Contained Breathing Apparatus (SCBA) used by the fire department are 12 years old and will need to be replaced in the next three years. This will be a large capital expenditure for the FFD. FFD staff have evaluated SCBA's from three manufacturers. Staff recommends the purchase of SCBA's from MSA.

The FFD currently has 79 SCBA's that need to be replaced along with a bottle fill station. All are eligible purchases under the grant guidelines. The AFG requires a 10% local match. The cost breakdown is as follows:

SCBA Harness 79 -	\$482,061.00
SCBA Bottles 91 -	\$90,300.00
SCBA Masks 45 -	\$12,825.00
Confined Space SCBA 8 -	\$20,000.00
Fill Station 1 -	<u>\$56,900.00</u>
Total	\$662,086.00

The local match for this grant is \$66,208.60

RECOMMENDATION: Authorize the Fire Department application for an Assistance to Firefighters Grant in the amount of \$662,086.00 for SCBA's, associated equipment, and SCBA Fill Station.


9



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 4, 2020

**RE: MEMORANDUM OF UNDERSTANDING WITH FAMILY
HEALTHCARE FOR EMERGENCY PREPAREDNESS
RESPONSE**

The attached memorandums of understanding with Family Healthcare (301 NP Avenue, Fargo) outlines the role that FHC will have in conjunction with Fargo Cass Public Health in case of a large scale emergency, disaster or bioterrorism event.
No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Memorandums of Understanding with Family Healthcare

DF/lls
Enclosure



**MEMORANDUM OF UNDERSTANDING
BETWEEN FAMILY HEALTHCARE
AND
FARGO CASS PUBLIC HEALTH**



THIS MEMORANDUM OF UNDERSTANDING is made and entered into effective the __18__ day of __February__, 2020, by and between Family HealthCare, whose address is 301 NP Ave, Fargo ND 58102, hereinafter referred to as FHC, and Fargo Cass Public Health, whose address is 1240 25th Street South, Fargo ND 58103 hereinafter referred to as FCPH.

WHEREAS, the City has developed emergency response plans to be implemented in the event during a large-scale public health emergency, disaster or bioterrorism event; and

WHEREAS, the parties are entering an agreement in which FHC will make its facilities available to the City for use as temporary facilities in the event of an emergency or disaster; and

WHEREAS, the parties wish to dissolve and terminate any previous agreement and enter into a new agreement concerning FHC's willingness to allow use of its facilities during a large-scale public health emergency, disaster or bioterrorism event;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. FHC will allow its facilities at 301 NP Ave, Fargo ND 58102 to be used for triage and staging after an emergency event.
2. FHC will keep FCPH up to date with emergency contact information for the primary point of contact at the aforementioned facility. The contact information should cover contact information making the primary point of contact accessible 24/7.
3. FHC agrees to allow FCPH representatives to visit facilities as needed to develop, implement, and maintain a local emergency operations plan.
4. FHC agrees to allow facilities to be listed in a confidential appendix to local emergency response plans as a possible location for emergency response and staging activities.
5. In connection with using FHC facilities and potentially equipment/supplies pursuant to the agreement, the FCPH agrees to the following:
 - A. To provide a contact person to communicate to FHC personnel to respond questions concerning use of aforementioned facility.
 - B. To replace or reimburse supplies used by FCPH during an emergency response situation.
 - C. To coordinate with Fargo Police Department if the need arises for additional security personnel.
 - D. To provide necessary post-event cleanup.

FARGO CASS PUBLIC HEALTH



Desi Fleming, Public Health Director


3/2/2020

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

FAMILY HEALTHCARE



Pat Gulbranson, CEO

3-2-2020

Date

Contract Originator: Doug Murphy
Division: Emergency Preparedness

The term of this contract shall be from February 18, 2020 and ending on February 17, 2025. Any additions or modifications of the terms of this Memorandum of Understanding or the scope of work to be performed hereunder must be agreed to by both parties. Such changes shall be incorporated in written amendments to this Memorandum of Understanding.

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



Desi Fleming, Public Health Director


3/4/2020

Date

Timothy J. Mahoney, Mayor, City of Fargo

Date

FAMILY HEALTHCARE



Pat Gulbranson, CEO

3-2-2020

Date

Date


Contract Originator: Doug Murphy
Division: Emergency Preparedness



10

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 4, 2020

RE: AGREEMENT FOR SERVICES WITH WHITNEY
OXENDAHL FOR \$500

The attached Agreement for Services with Whitney Oxendahl is for creation of one document for the Cass Clay Food Commission. The cost will be \$500.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with Whitney Oxendahl

DF/ls
Enclosure



AGREEMENT FOR SERVICES **Whitney Oxendahl**



THIS AGREEMENT, effective the 15th day of February 2020, by and between Fargo Cass Public Health ("FCPH"); and Whitney Oxendahl (Independent Contracting Consultant).

NOW, THEREFORE, it is hereby agreed by and between the parties here to as follows:

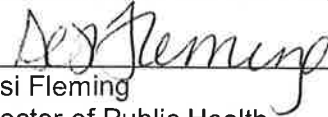
- A. Term of Agreement:** The parties entered into a written agreement for the period of February 15, 2020, through September 30, 2020.
- B. Services to be provided by independent contractor:** Independent contractor will research, coordinate and implement the development of one document (Issue Brief/Community Snapshot) for the Cass Clay Food Commission (CCFC). Oversee potential interns and students assisting with the project. Draft document will be written following current template, shared and discussed with the Steering Committee, presented to CCFC, and modified and revised as needed.
- C. Reimbursement:** The independent contracting consultant shall be reimbursed \$500 for document development.
- D. Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality:** The independent 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 that shall not be deemed an employee of Fargo Cass Public Health for any other purpose.
- B.** The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.
- C.** It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

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


FARGO CASS PUBLIC HEALTH



Desi Fleming
Director of Public Health

Date 3/4/2020

CONSULTANT




Whitney Oxendahl
Independent Contractor

Date 3/2/2020

Timothy J. Mahoney
Mayor, City of Fargo

Date _____

11

To: Board of City Commissioners
From: Jill Minette 
Director of Human Resources
Re: Request for Out-of-Grade Pay
Date: March 5, 2020

Desi Fleming, Fargo Cass Public Health Director, submitted a request for Conrad Binsfeld, Public Health Nurse (grade 13) to receive out-of-grade pay while working as an exempt Public Health Nurse Supervisor (grade 15) to cover during an intermittent leave of absence. The out-of-grade pay will cost approximately \$2.35 per hour worked intermittently in the out-of-grade assignment.

This request has been reviewed and approved by the City Administrators.

Suggested Motion:

Approve the request to award out-of-grade pay to Conrad Binsfeld effective March 1, 2020.

12

City of Fargo Staff Report			
Title:	BRB Addition	Date:	12/31/2019
		Updated:	3/4/2020
Location:	5168 38 th Street South and 3780 51 st Avenue South	Staff Contact:	Luke Morman
Legal Description:	Lots 2 and 3, Block 1, Fitzsimonds Addition		
Owner(s)/Applicant:	BRB, LLC/Nate Vollmuth	Engineer:	Ulteig
Entitlements Requested:	Minor Subdivision (Replat of Lots 2 and 3, Block 1, Fitzsimonds Addition)		
Status:	City Commission Public Hearing: March 9, 2020		

Existing	Proposed
Land Use: Vacant Land	Land Use: No change
Zoning: GC, General Commercial	Zoning: No change
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.	Uses Allowed: No change
Maximum Building Coverage Allowed: 85% of lot	Maximum Building Coverage Allowed: No change

Proposal:

The applicant is requesting a minor subdivision, entitled **BRB Addition**, which is a replat of Lots 2 and 3, Block 1, Fitzsimonds Addition. These properties are zoned GC, General Commercial, and no zone change is proposed. The subject property is located at 5168 38th Street South and 3780 51st Avenue South, and is comprised of approximately 1.93 acres. The proposed one lot, one block subdivision will combine two existing lots into a single lot. The subject properties are both owned by BRB, LLC.

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

Surrounding Land Uses and Zoning Districts:

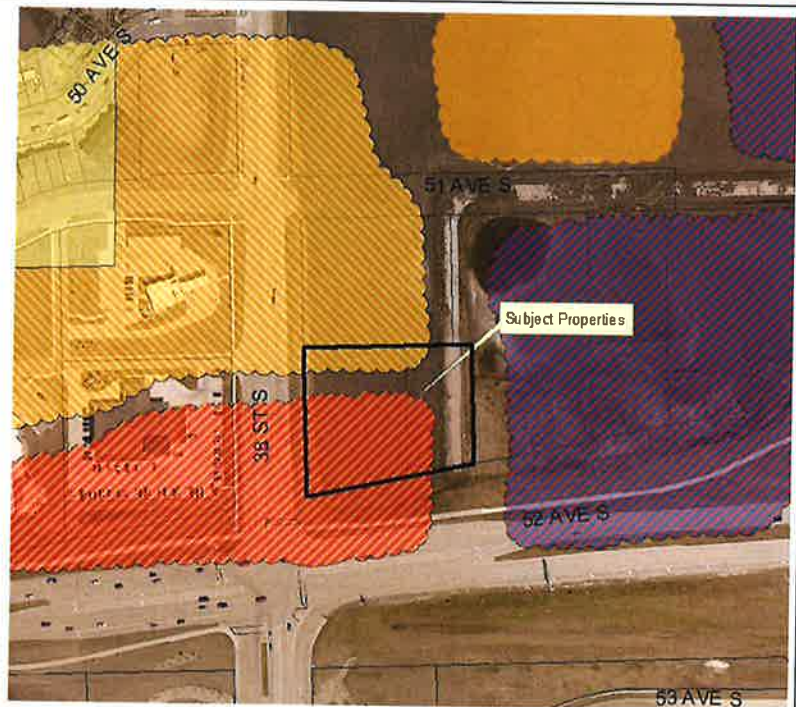
- North: GC; General Commercial, with vacant land;
- East: GC, General Commercial, with vacant land;
- South: Across 52nd Avenue South, LC, Limited Commercial, with restaurant – fast food uses;
- West: Across 38th Street South, GC, General Commercial, with bank/savings and loan uses.

(continued on next page)

Area Plans:

The subject properties are located within the 2003 Southwest Future Land Use Plan. Within this growth plan, the subject properties are identified as being suitable for Commercial or Medium/High Density Residential and Low/Medium Density or Medium/High Density Residential uses.

	Commercial
	Commercial or Medium/High Density
	Commercial or Medium/High or Park/Open Space
	Commercial or Park/Open Space
	Either Industrial or Commercial
	Either Office or Commercial
	Either Office or Medium/High Density Residential
	Industrial
	Low/Medium Density Residential
	Low/Medium Density or Medium/High Density
	Medium/High Density Residential
	Medium/High Density or Park/Open Space
	Office
	Office or Commercial or Medium/High Density
	Park/Open Space
	Public
	Public or Commercial
	Public or Low/Medium Density
	Public or Office
	Storm Water

**Schools and Parks:**

Schools: The subject property is located within the Fargo School District and is served by Kennedy Elementary, Discovery Middle, and Davies High Schools.

Neighborhood: N/A

Parks: The subject property is less than a half mile north of The Pines Park with the amenities of a playground and recreational trails. The subject property is also less than half a mile south of Cottagewood Park with amenities of a playground, recreational trails, and a picnic shelter.

Pedestrian / Bicycle: Off-road bike facilities are located along 52nd Ave S, 38th St S, 42nd St S, 53rd Ave S, and through The Pines Park, which are all components of the metro area bikeway system.

Staff Analysis:**Minor Subdivision**

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

1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

The subdivision is intended to replat the subject properties into one lot to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been

sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

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

Planning Commission Recommendation: January 7, 2020

On January 7th, 2020, with a 9-0 vote, with two Commissioners absent, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed Subdivision Plat, **BRB Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the Standards of Article 20-06, and all other applicable requirements of the Land Development Code.

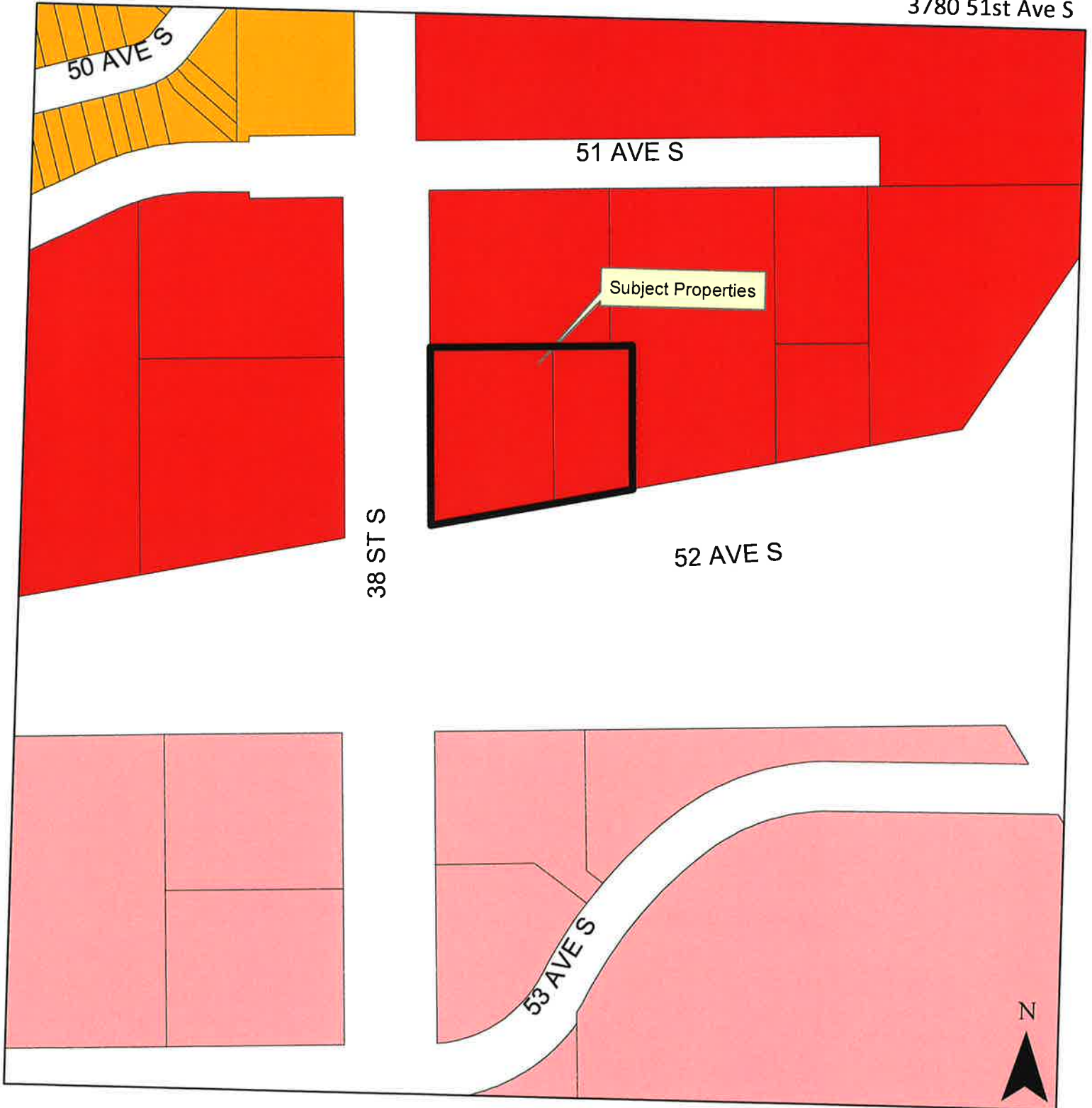
Attachments:

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

Plat (Minor)

BRB Addition

5168 38th St S
3780 51st Ave S



Legend

AG	LC	MHP	SS
DM	MR-1	NOC	SS-2
GC	MR-2	PJ	SS-3
GL	MR-3	UML	SS-4
GO			SS-5
			SS-6
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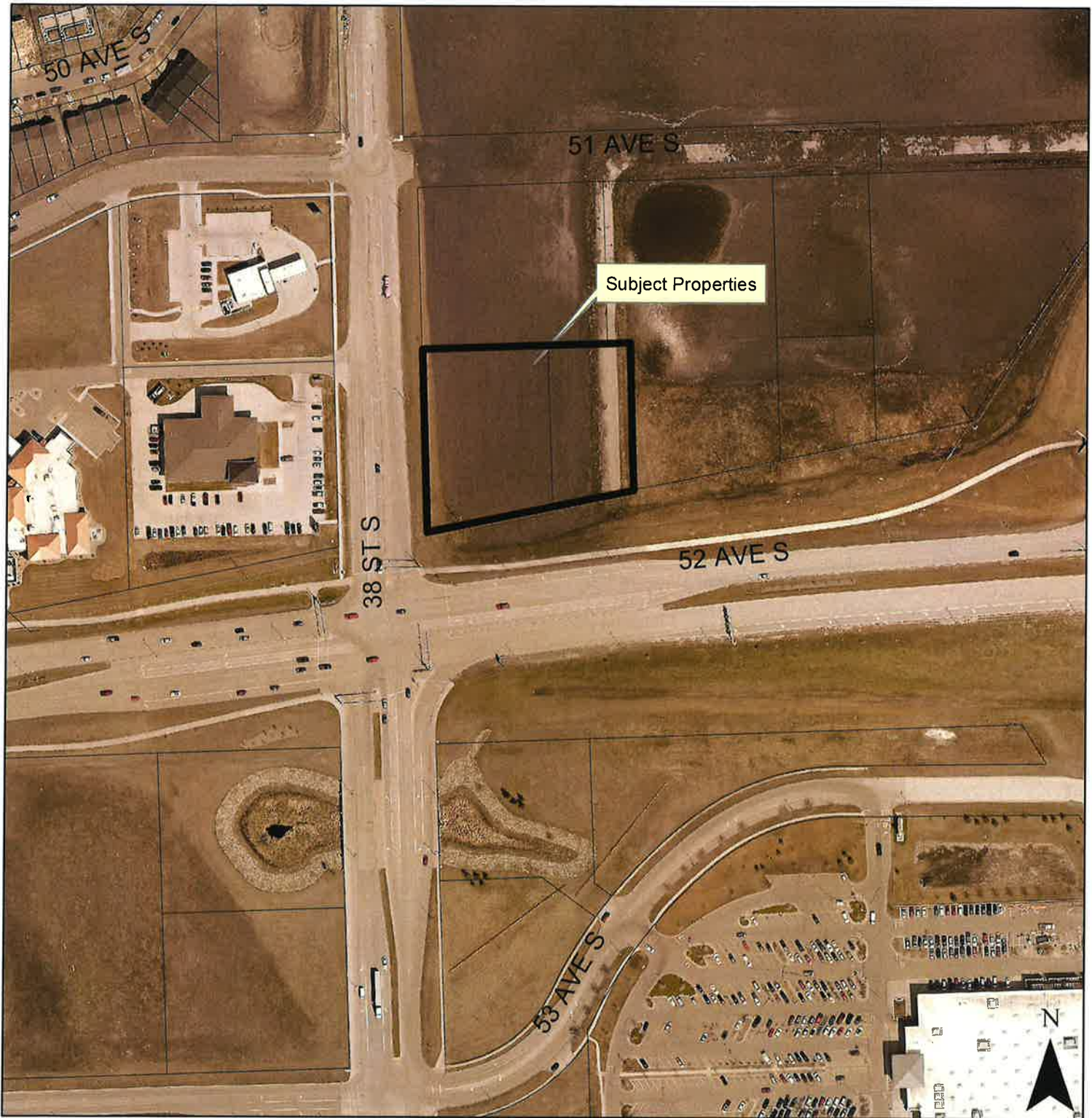
200 Feet

Fargo Planning Commission
January 7, 2020

Plat (Minor)

BRB Addition

5168 38th St S
3780 51st Ave S



Approved by City Engineer this _____ day of _____

Brendo E. Derrig, City Engineer

Country of Cats } 55

On this _____ day of _____, 2020, before me, a notary public with and for said County, personally appeared Brendo E. Dettie, City Engineer, to me known to be the person described in and who executes the some of a first act and deed.

Notary Public

FUNDING COMMISSION APPROVAL

day of January 2020

Foreign Planning Commission

County of Cass } Ss

January 17 1840

[illegible]

History: Public

FARGO CITY COMMISSION APPROVAL

Date this _____ day of _____, 2020.

Time of day of observation (hours)

Frequency of Coss

[illegible]

History: Purcell

11

NO VITA 19.07.2020 19.07.2020 19.07.2020

FARGO POLICE DEPARTMENT

105 25th Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

13

March 2, 2020

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

RE: Wildlife Management Program Report for 2019/2020; Resolution to Authorize Program for 2020/2021

Dear Commissioners:

Please find attached for your review and consideration a brief summary of the City's Wildlife Management program for last year. The report describes the number of deer and wild turkey's harvested within the city and provides an assessment of how the program is working towards limiting the number of deer and turkeys along the river corridor.

Also attached is a proposed resolution, which authorizes and provides the parameters for the city's Wildlife Management Program for 2020/2021.

The resolution associated with the Wildlife Management Program for next season remains relatively unchanged from last year's resolution. To date, there have been no problems associated with the program and it appears the residents of Fargo are happy with how the program is conducted and the results it is achieving.

Recommended Motion:

Approve the attached resolution which authorizes and describes the parameters for the 2020-2021 City of Fargo Wildlife Management Program.

Please contact me if you have any questions regarding this issue.

Sincerely,



David E. Todd
Chief of Police

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

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

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

NON EMERGENCY
Phone: 701-235-4493

City of Fargo Wildlife Management Program
2019-2020 Season Report/Assessment
Lieutenant Mathew Sanders
February 25th, 2020

45 participants were authorized to hunt in the City of Fargo Wildlife Management Program for the 2019-2020 season. Eight participants did not return their end-of-year survey and are, therefore, not eligible to participate in the program next year. Of the 37 participants who returned their survey, 32 indicated they hunted during the season. Five participants did not hunt.

16 hunters harvested a total of 21 deer during the season. (Hunters have the opportunity to harvest more than one deer)

The following data was gathered from the end-of-year surveys:

Participants	45
Participants who returned surveys	37
Participants who hunted (deer)	32
Successful Hunters (deer)	16
Unsuccessful Hunters (deer)	16
Bucks seen	115
Does seen	368
Fawns seen	274
Total deer seen	757*
# of shots taken	35
# of deer hit but not recovered	3
# of does harvested	18
# of fawns harvested	3
Total deer harvested	21
Hunter Success Rate (deer)	50%
Participants who hunted (turkey)	6
Turkey seen	126*
Successful Hunters (turkey)	0
Unsuccessful Hunters (turkey)	6
# of turkey hit but not recovered	0
# of turkey harvested	0
Hunter Success rate (turkey)	0%

* (Note: Hunters could have encountered the same deer or turkey during multiple trips afield. This is not intended to reflect the total number of deer and turkey in the Red River corridor.)

Hunters harvested deer at the following locations:

Park District/City Land (32 nd Ave. N.)	1
Park District Land (Forest River)	4
Park District Land (Orchard Glen)	2
Park District Land (Lemke Park)	6
Park District Land (Holm Park)	1
Park District Land (VA Park)	4
Private Land (52 nd Ave. S. – Riverview)	2
City Land – (52 nd Ave. S.)	1

The average hunter success rate since the program's inception (2006-2007) is 41%. Hunter success rates have been above average for the last several years with a success rate of 56% in the 2013-2014 season, 54% in the 2014-2015 season, 47% in the 2015-2016, 50% in 2016-2017, 46% in 2017-2018, 42% in 2018-19 and 50% this season.

The average annual harvest rate since the program's inception is 23 deer per year. This year's harvest rate was slightly below average at 21 deer.

The total number of deer harvested since the program's inception is 326.

Turkey hunting has been allowed since the 2013-2014 season and annual harvest rates continue to be low. Three turkeys were harvested in 2013-2014, three in 2014-2015, zero in 2015-2016, two in 2016-2017, zero in 2017-2018, zero in 2018-2019 and zero this past season. Although the harvest rate has been low, it is recommended we continue the opportunity to harvest turkeys in case of a potential spike in the urban turkey population.

There were no conflicts reported between Wildlife Management Program participants and residents in neighborhoods adjacent to the areas open to the program.

Eight compliance checks were conducted throughout the season. Lt. Sanders checked random areas in Region 1 and Region 2 for legal compliance with a focus on stand locations and baiting. No illegal activity was discovered.

We continue to see many repeat participants in the Wildlife Management Program. This is a positive factor in the continued success of the program. The participants have a good understanding of our expectations regarding safety, ethics and public perception of the Wildlife Management Program.

Conclusion

It appears the Wildlife Management Program continues to have the desired effect on the deer problems identified by the Fargo Board of City Commissioners.

If the citizens of Fargo and the Board of Commissioners wish to continue efforts to manage the deer and turkey populations in Fargo, continuing the Wildlife Management Program would remain our most reasonable option. We recommend approval of the accompanying resolution for the 2020-2021 season.

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, the Board of City Commissioners, Fargo, North Dakota, pursuant to authority granted to it under Home Rule, has adopted and approved City of Fargo Ordinance 12-04, Chapter 12 to establish a City Wildlife Management Program, including such rules and regulations as are necessary to carry out the City Wildlife Management Program; and

WHEREAS, the Board of City Commissioners desires to designate a season for the City's Wildlife Management Program for 2020-2021, to designate areas for inclusion within the 2020-2021 season, and to decide the number of deer and turkey which may be taken by each permit holder for the 2020-2021 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates two Regions for the City Wildlife Management Program for 2020-2021. The City Wildlife Management Program deer season for each Region shall run from noon, September 4th, 2020 through ½ hour after sunset January 31, 2021. Legal shooting hours shall run concurrent with ND Game & Fish Department regulations (½ hour before sunrise to ½ hour after sunset).

The City Wildlife Management Program turkey season for each Region shall run from October 10th, 2020 through ½ hour after sunset January 31, 2021. Legal shooting hours shall run from ½ hour before sunrise to ½ hour after sunset.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby authorizes issuance of a total of 45 permits to participate in the 2020-2021 City Wildlife Management season. Each permit holder may initially purchase two (2) ND Game & Fish Department licenses for antlerless deer in their respective Region, and one (1) turkey ND Game & Fish Department license in their respective Region. After November 1, 2020, permit holders may purchase any of the remaining ninety (90) ND Game & Fish Department deer licenses and forty-five (45) ND Game & Fish turkey licenses, issued on a first come, first served basis.

BE IT FURTHER RESOLVED that the Board of City Commissioners hereby designates the following Regions within the city limits of Fargo to be included within the 2020-2021 City Wildlife Management Program and hereby also approves the associated number of permits for the designated areas:

- 1. Region One: Deer Permits to be issued: 25**
Turkey Permits to be issued: 25

The area along the Red River corridor between 16th Avenue N. and 45th Avenue N., described as:

- A. Undeveloped property, owned by the City of Fargo, east of Grandwood Drive North;
- B. Undeveloped property, owned by the Fargo Park District, east of Grandwood Drive North;
- C. Undeveloped property, owned by the Fargo Park District, between 32nd and 35th Avenue North;
- D. Undeveloped private property extending east of Lilac Lane and Peterson Parkway, and from points north of Holm Park to 32nd Avenue North, subject to the owner's written consent to have such property included within the City Wildlife Management Program;
- E. Undeveloped property, owned by the City of Fargo, east of Peterson Parkway, from points north of Holm Park to 32nd Avenue North;
- F. Undeveloped property, owned by the Fargo Park District, east of North Woodcrest Drive North (Holm Park);
- G. Undeveloped property, owned by the City of Fargo, between Holm Park and VA Hospital Park;
- H. Undeveloped property, owned by the Fargo Park District, between 18th Avenue North and 22nd Avenue North (VA Hospital Park);
- I. Undeveloped property, owned by the City of Fargo, between 15th Avenue North and VA Hospital Park.

2. Region Two: Deer Permits to be issued: 20
Turkey Permits to be issued: 20

The area along the Red River corridor between 21st Avenue S. and 58th Avenue S., described as:

- A. Undeveloped private property adjacent to Riverside Cemetery, 2102 5th Street S, subject to the owner's written consent to have such property included within the City Wildlife Management Program;
- B. Undeveloped property, owned by the Fargo Park District, between 32nd Avenue South and 35th Avenue South (Lemke Park);
- C. Undeveloped property, owned by the City of Fargo, east of River Drive South from 35th Avenue South to 11th Street South;
- D. Undeveloped private property, owned by Forum Publishing Co., surrounding its transmission tower located in the 4000 block of University Drive South, subject to the owner's written consent to have such property included within the City Wildlife Management Program;
- E. Undeveloped property, owned by the Fargo Park District, between 40th Avenue South and 52nd Avenue South (Lion's Conservancy Park);
- F. Undeveloped property, owned by the City of Fargo, between Lion's Conservancy Park and 52nd Avenue South;
- G. Undeveloped private property, owned by Villa Nazareth, 5300 12th Street South, subject to the owner's written consent to have such property included within the City Wildlife Management Program;
- H. Undeveloped property, owned by the City of Fargo, from 54th Avenue South extending to the 5800 Block of University Drive South (city limits).

Timothy J. Mahoney, Mayor

Date

Attest:

Steven Sprague, City Auditor

February 14, 2020

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

RE: Sole Source Winter Dozer Operations with Master Construction

Commissioners:

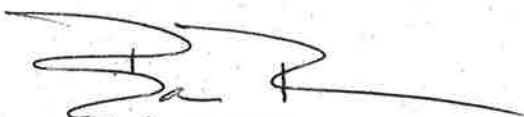
As part of preparing for the 2019/2020 winter snow season, staff evaluated the amount of dozer time needed for pushing up snow at the snow dump during an average winter. After studying runtimes from previous winters, it was determined that the cost would not exceed \$50,000.00 during a normal winter. Based on the level of anticipated spending, staff reached out to local contractors and obtained written quotes (QF19185) for dozer assistance. The lowest hourly quote received was from Master Construction. At that time, Master Construction was hired to provide dozer support throughout the winter of 2019/2020.

Due to the amount of snow (34.10") we received in both November and December of 2019, the Street Department was required to conduct massive cleanup efforts. At one point, we had 55 contractor trucks hauling snow from various locations throughout the city. With the amount of snow being hauled and the need to maintain space at the snow dumps, we ran around the clock pushing up with three dozers. In doing so, we exceeded the amount of time we had calculated for dozer run time and have breached the spending allotment for written quotes.

On February 24, the Finance Committee approved the sole source request (SSP20060) as presented. At this time, we are requesting Commission approval to sole source winter dozer operations, based on the formal quotes (QF19185) we acquired prior to winter.

RECOMMENDED MOTION: Using the sole source procurement process as provided for in the City of Fargo Purchasing Policy, I request a suggested motion to authorize the sole source of winter dozer operations with Master Construction for the remainder of the winter.

Respectfully submitted,



Benjamin Dow
Director of Public Works



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Master Construction

Estimated Dollar Amount of Purchase:

\$90,000.00

The project/service is required to:

Extension of written quotes (QF19185) over the \$50,000.00 purchasing limit.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Written quotes were obtained at beginning of snow season to cover dozer resources needed for pushing up snow at the snow storage site on 12th Avenue N., west of the landfill. Due to the amount of snow received in a short amount of time more run time was required to keep up with the amount of snow being hauled in. With the additional time required, we have exceed the purchasing limits that allows for quotes and without having the time to prepare and issue an RFP we have been operating under emergency measures.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Written quotes (QF19185).

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Quotes Attached.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

Signature: _____
(Requestor)

Printed Name: **Benjamin Dow** _____

Department: **Street Department** _____

Title: **Director** _____

Date: **2/18/2020** _____

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

BJD _____ (Requestor initials)



Purchasing Quote Form

This form is required for every purchase between \$10,001 and \$50,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 11/4/2019 Requisition No. or Pcard No. (last 4 digits only): _____

Purchaser Name or Purchasing Card Name: Matthew Andvik

What is being purchased?

Quotes for a dozer and operator for the snow dump site

Is this an Emergency Purchase No (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: Master Construction \$180.00 per hour

Vendor #2 Name and Quote: Industrial Builders Inc \$250.00 per hour

Vendor #3 Name and Quote: Key Contracting No Bid

Vendor Selected: Master Construction

Quantity Purchased: 1 Total Purchase Price \$: _____

If equipment over \$10,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:

This will be on a as needed basis throughout the winter months (November thru March)

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: 2/18/2020

March 3, 2020

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

**Re: FAA Aerial Mosquito Spraying Authorization for Airborne Custom
Spraying**

Commissioners:

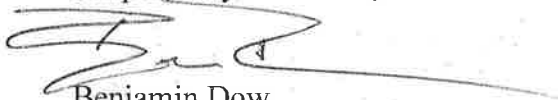
Enclosed please find the necessary authorization paperwork needed in order to comply with FAA and the North Dakota State Health Department NPDES permit for Airborne Custom Spraying to perform aerial mosquito control over the City of Fargo.

In 2009, the Sixth Circuit Court of Appeals determined that pesticide applications for both ground and aerial applications must be covered by an NPDES permit. As the contracted agent for aerial mosquito control applications for the City of Fargo, Airborne Custom Spraying is required to file a notice of intent for any possible aerial applications over the City of Fargo. The enclosed Authorization Application allows Airborne Custom Spraying to file the necessary paperwork needed in order to perform aerial spraying within the City of Fargo

RECOMMENDED MOTION: I/we hereby move to approve the execution of the enclosed Authorization Application for Airborne Custom Spraying.

Please return signed original.

Respectfully submitted,


Benjamin Dow
Director of Operations



AUTHORIZATION APPLICATION

I understand that Airborne Custom Spraying is required to obtain the approval for aerial spraying over the city of Fargo, ND by an authorized representative.

By the powers granted to me, I hereby give my approval for the low flying aircraft waivers required by the Federal Aviation Administration to Airborne Custom Spraying.
(This application must be signed by the Mayor of this city.)

City Mayor's Authorized Signature

Mayor Dr. Tim Mahoney

Printed Name

Date

Please complete application as soon as possible and return to
Airborne Custom Spraying for processing and filing.

Expiration Date: *October 31, 2020*

March 3, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Exercised Option to Purchase Agreement – 93 NP Avenue North
City of Fargo Project No. FM-14-92

Honorable Commissioners:

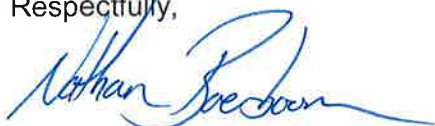
The Diversion Authority's (Authority) project, WP42.F1S, which consisted of constructing the floodwall along 2nd Street North, required the purchase of the former Mid-America parking lot at 93 NP Avenue North to allow for the construction of the floodwall across the property. This location of the floodwall also required the purchase of an easement on the Case Plaza property at 1 2nd Street North. As a result of the negotiations for the easement purchase from Case Plaza, L.L.C, the Cass County Joint Water Resource District (CCJWRD), who is completing the land acquisitions on behalf of the Authority, agreed to offer an Option to Purchase for the remnant parcel of the property located at 93 NP Avenue North to Case Plaza, L.L.C.

This Option to Purchase could not be offered until Mid-America Steel relocated to their new facility since they required the use of the property for parking. Now that Mid-America Steel has moved from their former facility downtown, the Option to Purchase was extended to Case Plaza, L.L.C and they have decided to exercise the right to purchase. The purchase price, \$13,519.00, of the remnant lot was agreed upon between CCJWRD and Case Plaza, L.L.C in 2017 at the time of the easement purchase on the Case Plaza property.

Since 2017, the CCJWRD has deeded all lands, within Fargo's City limits, purchased by the Authority to the City of Fargo. Therefore, the City was responsible to extend the Offer to Purchase and agree to sell the property to Case Plaza, L.L.C per the original Agreement. Per the Authority's Joint Powers Agreement with the member entities of the Authority, all proceeds from the sale of any property originally purchased by the Authority must be repaid back to the Authority.

As part of the Purchase Agreement between the City and Case Plaza, L.L.C, Case Plaza, L.L.C must agree to grant the City a permanent easement, at no cost, over the property they are purchasing that allows the City to complete any and all maintenance associated with the floodwall on the property.

Respectfully,



Nathan Boerboom
Division Engineer

Attachments

Executed Option to Purchase, dated January 12, 2017
Purchase Agreement
Permanent Easement

Recommended Motion:

Approve the sale of the remnant property at 93 NP Avenue N, as shown in the attached Option to Purchase and Purchase Agreement, for \$13,519.00 to Case Plaza, L.L.C and reimburse the Diversion Authority the proceeds of the purchase price.



TITLE CO

1501103

Page: 1 of 21
1/17/2017 8:26 AM
OPTION \$70.00

OPTION TO PURCHASE

220097

THIS OPTION TO PURCHASE is made and entered into this 12 day of Jan., 2017, ~~2016~~, by and between CASS COUNTY JOINT WATER RESOURCE DISTRICT, a North Dakota political subdivision, whose post office address is 1201 Main Avenue West, West Fargo, North Dakota 58078-1301, hereinafter referred to as the "Seller," and Case Plaza, L.L.C., a North Dakota limited liability company, whose post office address is 1707 Gold Dr. S. P.O. Box 3024, Fargo, North Dakota 58108-3024, hereinafter referred to as "Purchaser."

RECITALS

A. The District is a member of the METRO FLOOD DIVERSION BOARD OF AUTHORITY, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; the Cass County Joint Water Resource District; and the Buffalo-Red River Watershed District (the "Diversion Authority").

B. The United States Army Corps of Engineers (the "Corps") previously completed the FARGO-MOORHEAD METROPOLITAN FEASIBILITY STUDY (the "Study"); as a result of the Study, the Corps concluded a diversion project located in North Dakota, with appurtenant levees, staging and storage areas, is the most viable permanent flood control and protection option to reduce flood damages and risks in the region; the parties refer to the project as the FARGO-MOORHEAD METROPOLITAN AREA FLOOD RISK MANAGEMENT PROJECT (the "Project").

C. As a member of the Diversion Authority, the District is authorized to acquire the real property necessary for purposes of constructing, operating, and maintaining the Project.

D. Following construction of the Project, the District will be in a position to sell a remnant parcel of property lying adjacent to other property owned by Purchaser.

NOW, THEREFORE, In consideration of the Purchase Price described in this Agreement, the mutual covenants contained in this Agreement, the mutual covenants in the Purchase Agreement entered into between the Seller and Purchaser for adjacent property, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Option to Purchase. Seller hereby grants to Purchaser an Option to Purchase the following parcel of real property located in Cass County, North Dakota, and more specifically described as follows:

EXHIBIT "4"

Case Plaza Title Co



TITLE CO

1501103

Page: 2 of 21
1/17/2017 8:26 AM
OPTON \$70.00

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17: thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 150.00 feet to the southeast corner of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office, and the true point of beginning: thence North 08°36'55" West, along the easterly boundary of said tract, for a distance of 194.60 feet: thence South 35°08'43" East for a distance of 229.00 feet to a point of intersection with the southerly line of said Block 17: thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 102.80 feet to the true point of beginning.

Said tract of land contains 9.952 square feet, more or lessq

AND

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17: thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning: thence North 35°08'43" West for a distance of 229.00 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office: thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 41.98 feet: thence South 35°08'43" East for a distance of 278.40 feet to a point of intersection with the southerly line of said Block 17: thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 22.18 feet to the true point of beginning.

Said tract of land contains 4.757 square feet, more or less.

(hereinafter the "Property").

The Property is depicted on the survey attached as Exhibit "A" as Parcel 18A and 18B.

2. Term. The parties acknowledge a portion of the Project is currently being constructed using the Property. Following construction of the Project, Mid-America Steel will be allowed to use the Property. This Option to Purchase shall commence upon completion of Mid-America Steel's use of the Property, which will be no later than November 1, 2019. Seller



1501103

Page: 3 of 21
1/17/2017 8:26 AM
OPTON \$70.00

TITLE CO

shall notify Purchaser in writing immediately when Mid-America Steel terminates its use of the Property. If not exercised as described below, this Option to Purchase shall automatically expire one-hundred twenty (120) days after the commencement date as set forth in this paragraph.

3. Method of Exercise. Method of exercise of this Option to Purchase shall be written notification of the exercise of the Option by Purchaser delivered to Seller in person or by certified mail prior to the expiration of the time granted by this Option to Purchase as hereinbefore set forth. Delivery to Seller shall be at the address listed below:

Cass County Joint Water Resource District
Attention: Carol Harbeke Lewis
1201 Main Avenue West
West Fargo, ND 58078-1301

4. Purchase Price. The Purchase Price shall be \$13,519 for the Property. This Option to Purchase is being conveyed to Purchaser in partial consideration of the sale to Seller of certain real property adjacent to the Property. The parties acknowledge the consideration conveyed for this Option to Purchase is good and valuable consideration sufficient to bind the parties to this agreement. In the event the Purchaser does not exercise this Option to Purchase on or before the date identified above, or does not complete the purchase after exercising the option, then any costs advanced by Purchaser shall be forfeited and belong to the Seller. The Purchase Price shall be due and payable in full at the time of closing. Closing shall take place within sixty (60) days after Purchaser exercises the option. If the transaction is not closed within sixty (60) days of the date the option is exercised, the option shall automatically terminate and Purchaser shall have no more rights in the Property. The Seller shall pay the pro rata share of the real estate taxes and special assessments for the Property when the closing takes place, and



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Purchaser shall be responsible for payment of all taxes and special assessments which become due and payable after the date of closing.

5. Possession. Possession shall be delivered to Purchaser upon closing and completion of the above-described transaction.

6. Permanent Easement. The parties acknowledge the Seller will reserve a Permanent Easement over across and through a portion of the Property at the time of the closing of any sale pursuant to this Option to Purchase. A copy of the form of the Permanent Easement is attached as Exhibit "B."

7. Pre-Closing Access to Property. Purchaser shall have access to the Property during the term of this Option to Purchase and prior to closing for the purposes of conducting any examinations, surveys or tests that Purchaser deems necessary in regard to Purchaser's proposed use of the Property or for hazardous substances that might be located in or upon the Property. Purchaser shall pay all costs and expenses of such investigation and testing and shall hold Seller harmless from all costs and liabilities relating to Purchaser's activities. Purchaser shall further repair and restore any damage to the Property caused by or occurring during Purchaser's testing and return the Property to substantially the same condition as existed prior to such entry, provided Purchaser does not actually purchase the property needing repair or restoration as a result of Purchaser's activities pursuant to this paragraph.

8. Conditions of Property. At the time of closing, the Property will be paved using bituminous pavement. The Property will be striped for use as a parking lot. The paving and striping will be completed by Seller or Seller's agents, prior to closing at no cost to Purchaser. The configuration of the parking lot located on the property will be substantially similar to the



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parking diagram attached hereto as Exhibit "C."

9. Terms of Sale and Closing. Upon the exercise of this Option to Purchase, Seller shall furnish a continued Abstract of Title for all of the above described real property covered by this Option to Purchase. Said Abstract shall establish good, clear and marketable title subject only to restrictive covenants, mineral reservations and easements of record, providing such are acceptable to Purchaser as permitted encumbrances, as well as zoning ordinances and other governmental regulations affecting the property that would not hinder Purchaser's intended use of the Property. At the closing, Purchaser shall pay to Seller the purchase price, after receiving any due credits as herein provided.
10. Closing Costs. It is specifically acknowledged and agreed that Seller shall be responsible for continuation of the Abstract of Title, preparation of the Warranty Deed, and recording of any instruments required to clear title, including satisfactions of prior liens and encumbrances. Buyer shall be responsible for all costs for recording the Warranty Deed, title examination fees, title insurance costs, and any attorney's fees incurred in this transaction.
11. Time of the Essence. The parties expressly agree that time shall be of the essence in the performance of the parties under this Option to Purchase.
12. Governing Law. This Option to Purchase shall be construed and interpreted under the laws of the State of North Dakota.
13. Binding Effect. This Option to Purchase shall be binding upon and inure to the benefit of each of the parties hereto, their respective successors, personal representatives and assigns.
14. Entire Agreement. This Option to Purchase contains the entire agreement



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between the parties, and neither party has relied upon any verbal or written representations or understandings not set forth herein, whether made by any agent or party hereto.

15. Assignment. Purchaser shall not assign this Option in whole or in part without the prior written consent of Seller.

IN WITNESS WHEREOF the parties hereto have executed this Option to Purchase on the day and year first above written.

(Signatures appear on the following pages.)



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SELLER:

CASS COUNTY JOINT WATER
RESOURCE DISTRICTBy: 

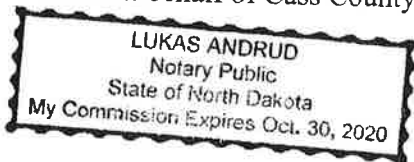
Dan Jacobson, Manager

ATTEST:

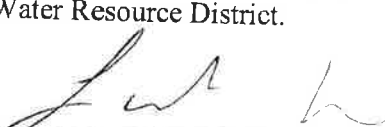

 Carol Harbeke Lewis, Secretary-Treasurer

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

On this 12th day of January, ~~2016~~ ²⁰¹⁷, before me, a Notary Public in and for said County and State, personally appeared Dan Jacobson, the Manager of Cass County Joint Water Resource District and Carol Harbeke Lewis, the Secretary-Treasurer of Cass County Joint Water Resource District who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of Cass County Joint Water Resource District.



(SEAL)


 Notary Public, State of North Dakota



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PURCHASER:

CASE PLAZA, LLC

BY

Its:

STATE OF NORTH DAKOTA)

) SS.

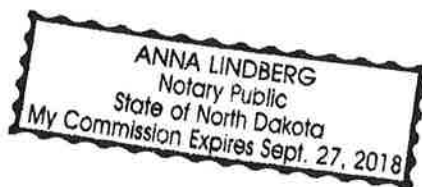
COUNTY OF CASS

5

On this 12 day of Jan., ²⁰¹⁷~~2016~~, before me, a Notary Public in and for said County and State, personally appeared Richard A. Berg, as the managing member of CASE PLAZA, LLC, who executed the foregoing instrument and acknowledged to me that s/he executed the same on behalf of DFI AP LLC.

Notary Public, State of North Dakota

(SEAL)





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PARCELS 18, 18A AND 18B
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: MID AMERICA STEEL
OID 9783

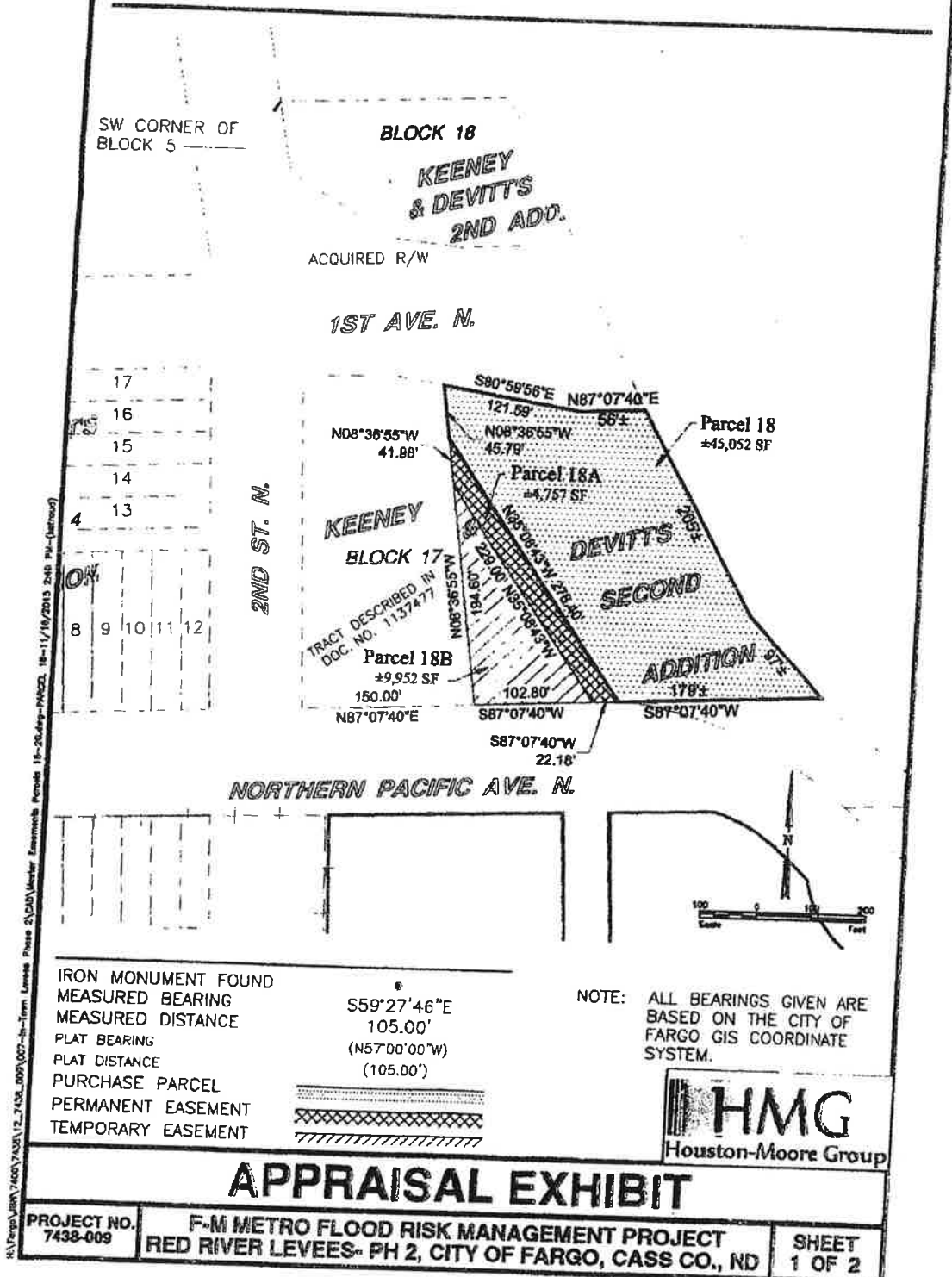


EXHIBIT "A"

11-16-15



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**PARCELS 18, 18A AND 18B
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA**

OWNER: MID AMERICA STEEL
OID 9783

Description- Parcel 18 (Purchase Parcel):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 274.98 feet to the true point of beginning; thence North 35°08'43" West for a distance of 278.40 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 45.79 feet to a point of intersection with the southerly line of 1st Avenue North right-of-way; thence South 80°59'56" East, along the southerly boundary of said right-of-way, for a distance of 121.59 feet to an angle point along the southerly boundary of said right-of-way; thence North 87°07'40" East, along the southerly boundary of said right-of-way, for a distance of 66 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence southeasterly, along the westerly bank of said river, for a distance of 302 feet, more or less, to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 179 feet, more or less, to the true point of beginning.

Said tract of land contains 45,052 square feet, more or less.

Description- Parcel 18A (Permanent Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning; thence North 35°08'43" West for a distance of 229.00 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 41.98 feet; thence South 35°08'43" East for a distance of 278.40 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 22.18 feet to the true point of beginning.

Said tract of land contains 4,757 square feet, more or less.

Description- Parcel 18B (Temporary Construction Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 150.00 feet to the southeast corner of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office, and the true point of beginning; thence North 08°36'55" West, along the easterly boundary of said tract, for a distance of 194.80 feet; thence South 35°08'43" East for a distance of 229.00 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 102.80 feet to the true point of beginning.

Said tract of land contains 9,952 square feet, more or less.

HMG
Houston-Moore Group

APPRAISAL EXHIBIT

PROJECT NO.
7438-009

**F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND**

**SHEET
2 OF 2**



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PERMANENT EASEMENT

THIS EASEMENT is made this 12 day of Jan, 2017, between, by Case Plaza, L.L.C., a North Dakota corporation, whose post office address is 1707 Gold Dr. S. P.O. Box 3024, Fargo, ND 58108-3024, ("Grantor"); and the Cass County Joint Water Resource District, a North Dakota political subdivision, whose post office address is 1201 West Main Avenue, West Fargo, North Dakota 58078-1301 ("Grantee").

RECITALS

A. The Grantee is a member of the Metro Flood Diversion Board of Authority, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; the Cass County Joint Water Resource District; and the Buffalo-Red River Watershed District (the "Diversion Authority")

B. The United States Army Corps of Engineers (the "Corps") previously completed the Fargo-Moorhead Metropolitan Feasibility Study (the "Study"); as a result of the Study, the Corps concluded a diversion project located in North Dakota with appurtenant levees, staging and storage areas is the most viable permanent flood control and protection option to reduce flood damages and risks in the region; the parties refer to the project as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Project"). As a component of the project, a floodwall will be constructed along the Red River.

C. Grantor owns certain real property located in Cass County North Dakota, which is necessary for the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement over the property for purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the floodwall being constructed as a component of the Project, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

EXHIBIT "B"



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That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning; thence North 35°08'43" West for a distance of 229.00 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 41.98 feet; thence South 35°08'43" East for a distance of 278.40 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 22.18 feet to the true point of beginning.

Said tract of land contains 4,757 square feet, more or less.

(the "Permanent Easement Property.")

The Permanent Easement Property is identified in the attached Exhibit "A" as parcel 18A.

2. **The Permanent Easement.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, contractors, and assigns, this permanent and perpetual easement upon, over, in, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the floodwall being constructed as a component of the Project; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the floodwall, together with all necessary and reasonable rights of ingress and egress to and from the Permanent Easement Property over, across, and through the Grantor's Property. Grantee is not responsible for pre-existing environmental contamination or liabilities. It is understood the easternmost access from NP Avenue to the existing parking lot will be closed as a result of the Project.

3. **Consideration.** Grantor grants the easement rights contained in this Easement to Grantee in exchange for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged. Grantor specifically acknowledges the consideration Grantor will receive represents full and final consideration to Grantor as compensation or damages regarding the Permanent Easement Property, or any of Grantor's remaining property, and that Grantor is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority.

4. **Easement Runs With the Land.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run



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with the Permanent Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

5. **Structures and Personal Property.** Unless otherwise agreed by the parties, Grantor will remove any personal property, or other items left on the Permanent Easement Property.

6. **Grantor Covenants.** Grantor warrants that Grantor is the fee simple owner of the Permanent Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Permanent Easement Property, or any portion of the Permanent Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Permanent Easement Property, or any portion of the Permanent Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

7. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

8. **Grantor's Use of the Permanent Easement Property.** Grantor has the right and privilege to use the Permanent Easement Property but only for purposes of vehicle traffic or parking; Grantor's use of the Permanent Easement Property is otherwise subject to the following:

- (i) Permanent structures and fixtures are prohibited on the Permanent Easement Property, including sprinkler systems;
- (ii) Additional fill is prohibited on the Permanent Easement Property;
- (iii) Stockpiling of any material is prohibited on the Permanent Easement Property;
- (iv) Alteration of the Permanent Easement Property by the Grantor, including planting of any trees and shrubs, or excavation and grading, is prohibited;
- (v) Grantor will install temporary/removable barriers to prohibit



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vehicles from traveling from the Permanent Easement Property to the floodwall, such that vehicles using the Permanent Easement Property will not strike the floodwall. Such barriers are subject to approval by the Grantee, which shall not be unreasonably withheld.

- (vi) Neither Grantor, nor any of its agents, assigns, or licensees, may utilize the Permanent Easement Property for any use besides vehicle traffic or parking;
- (vii) Snow shall not be piled in the area between the parking surface and the floodwall.
- (viii) Grantee's use of the Permanent Easement Property is the dominant estate, and Grantor shall not use the Permanent Easement Property while Grantee occupies the Permanent Easement Property for purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the floodwall. Grantor shall receive no additional compensation for such displacement. Grantee will provide Grantor notice of scheduled use of the Permanent Easement Property, but reserves the right to use the Permanent Easement Property immediately in the case of emergencies.
- (ix) Grantee will repair the Permanent Easement Property, the floodwall, or any of Grantee's structures, equipment, facilities, or other property damaged by Grantor, or Grantor's agents, and assigns, or their licensees, as a result of the use of the Permanent Easement Property for vehicular travel or parking, or as a result of Grantor's violation of the terms of this Easement. Any repairs necessary as a result of the actions of Grantor or its agents will be paid for by the Grantor. If Grantor fails to reimburse Grantee within a reasonable amount of time, Grantee may assess its costs incurred against any of Grantor's other property in Cass County, and may otherwise resort to other legal remedies available under North Dakota law.

9. **Conditions of Permanent Easement Property.** All, or a portion of the Permanent Easement Property is currently used as a parking lot, and is improved in such a way as to accommodate this use. During the course of construction, the parking lot surface will be removed. The parking lot area will be



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re-graded, and storm sewer in the area will be realigned. Upon completion of the work, the Permanent Easement Property, and any portion of the parking lot that is damaged by the project, will be returned to Grantor paved with bituminous pavement and striped.

In the event the parking surface is damaged by the Grantee during the course of cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the floodwall, the parking surface will be replaced with bituminous pavement, matching existing pavement cross section, and striped for parking purposes.

10. **Maintenance.** Grantee will not be responsible for any maintenance of the Permanent Easement Property, including mowing, weed control, removing snow, resurfacing, or any other routine maintenance. Grantor will be responsible for any repair or replacement of the parking surface unless such repair or replacement is caused by the use of the Grantee.

11. **Encumbrances.** Grantor will not encumber the Permanent Easement Property in any manner that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Permanent Easement Property, Grantee's rights and privileges under this Easement, or with the floodwall. However, Grantor may rent or lease the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent; and Grantor may mortgage the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent. If Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including any violations by any lessee.

12. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

13. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

14. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.



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15. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.
16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.
17. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.
18. **Assignment of Easement.** Grantee may assign its rights and privilege pursuant to this Easement without restriction and without requiring the permission of Grantor.
19. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)



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IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR:

Case Plaza, L.L.C..

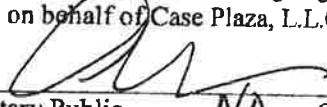
By:

Its:

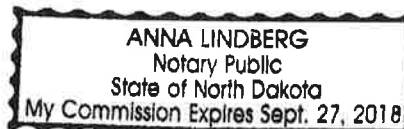

managing member

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

On this 12 day of Jan., 2017, before me, a Notary Public, in and for said County and State, personally appeared Richard A. Berg, known to me to be the managing member of Case Plaza, L.L.C., and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Case Plaza, L.L.C.


Notary Public, ND County, ND
My Commission Expires:

(SEAL)





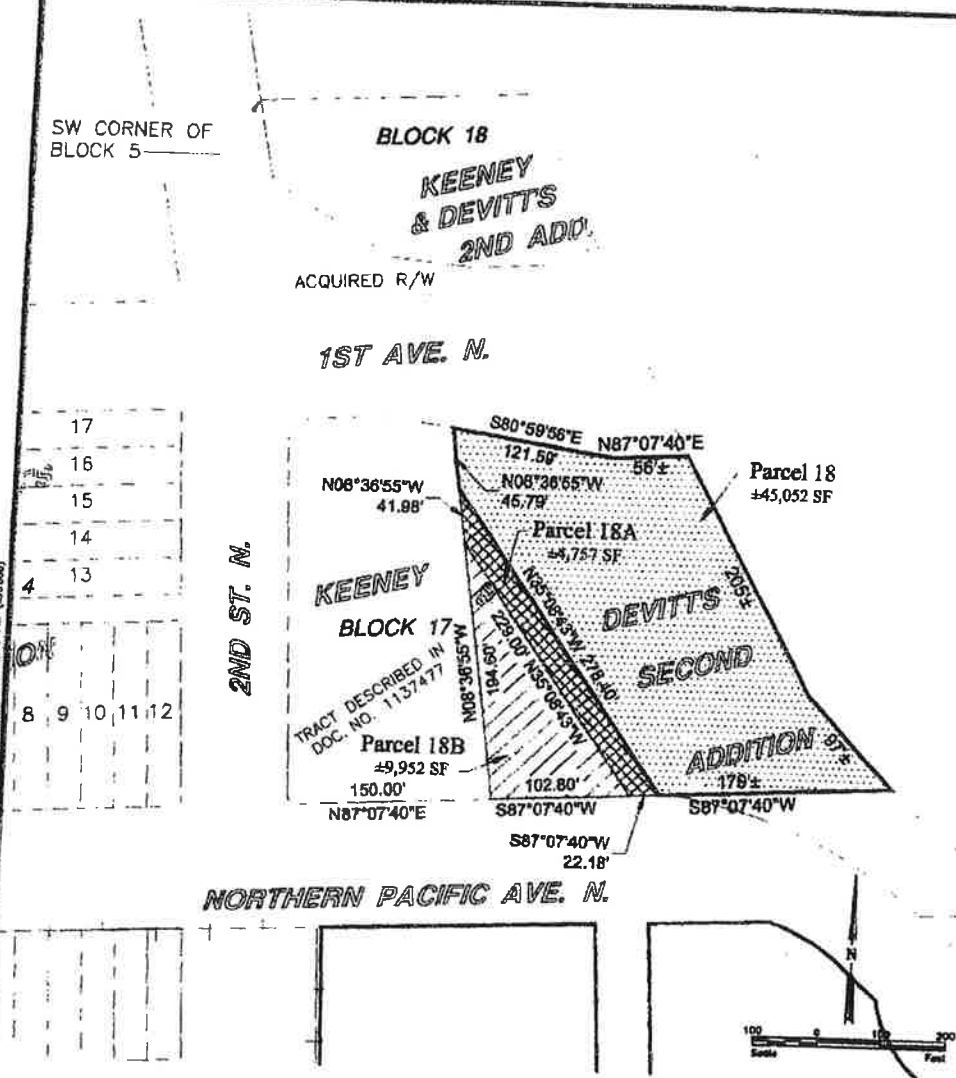
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PARCELS 18, 18A AND 18B
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: MID AMERICA STEEL
OID 9783



IRON MONUMENT FOUND
MEASURED BEARING S59°27'46"E
MEASURED DISTANCE 105.00'
PLAT BEARING (N57°00'00"W)
PLAT DISTANCE (105.00')
PURCHASE PARCEL
PERMANENT EASEMENT
TEMPORARY EASEMENT

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

HMG
Houston-Moore Group

APPRAISAL EXHIBIT

PROJECT NO.
7438-008

F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND

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**PARCELS 18, 18A AND 18B
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA**

OWNER: MID AMERICA STEEL
OID 9783

Description- Parcel 18 (Purchase Parcel):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 274.98 feet to the true point of beginning; thence North 35°08'43" West for a distance of 278.40 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 45.79 feet to a point of intersection with the southerly line of 1st Avenue North right-of-way; thence South 80°59'56" East, along the southerly boundary of said right-of-way, for a distance of 121.59 feet to an angle point along the southerly boundary of said right-of-way; thence North 87°07'40" East, along the southerly boundary of said right-of-way, for a distance of 56 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence southeasterly, along the westerly bank of said river, for a distance of 302 feet, more or less, to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 179 feet, more or less, to the true point of beginning.

Said tract of land contains 45,052 square feet, more or less.

Description- Parcel 18A (Permanent Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning; thence North 35°08'43" West for a distance of 229.00 feet to a point of intersection with the easterly boundary of a tract described in Document No. 1137477, said document being on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly boundary of a tract described in said Document No. 1137477, for a distance of 41.98 feet; thence South 35°08'43" East for a distance of 278.40 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 22.18 feet to the true point of beginning.

Said tract of land contains 4,757 square feet, more or less.

Description- Parcel 18B (Temporary Construction Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 150.00 feet to the southeast corner of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office, and the true point of beginning; thence North 08°36'55" West, along the easterly boundary of said tract, for a distance of 104.60 feet; thence South 35°08'43" East for a distance of 229.00 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 102.80 feet to the true point of beginning.

Said tract of land contains 9,952 square feet, more or less.

HMG
Houston-Moore Group

APPRAISAL EXHIBIT

PROJECT NO.
7438-008

F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND

SHEET
2 OF 2

11-16-15

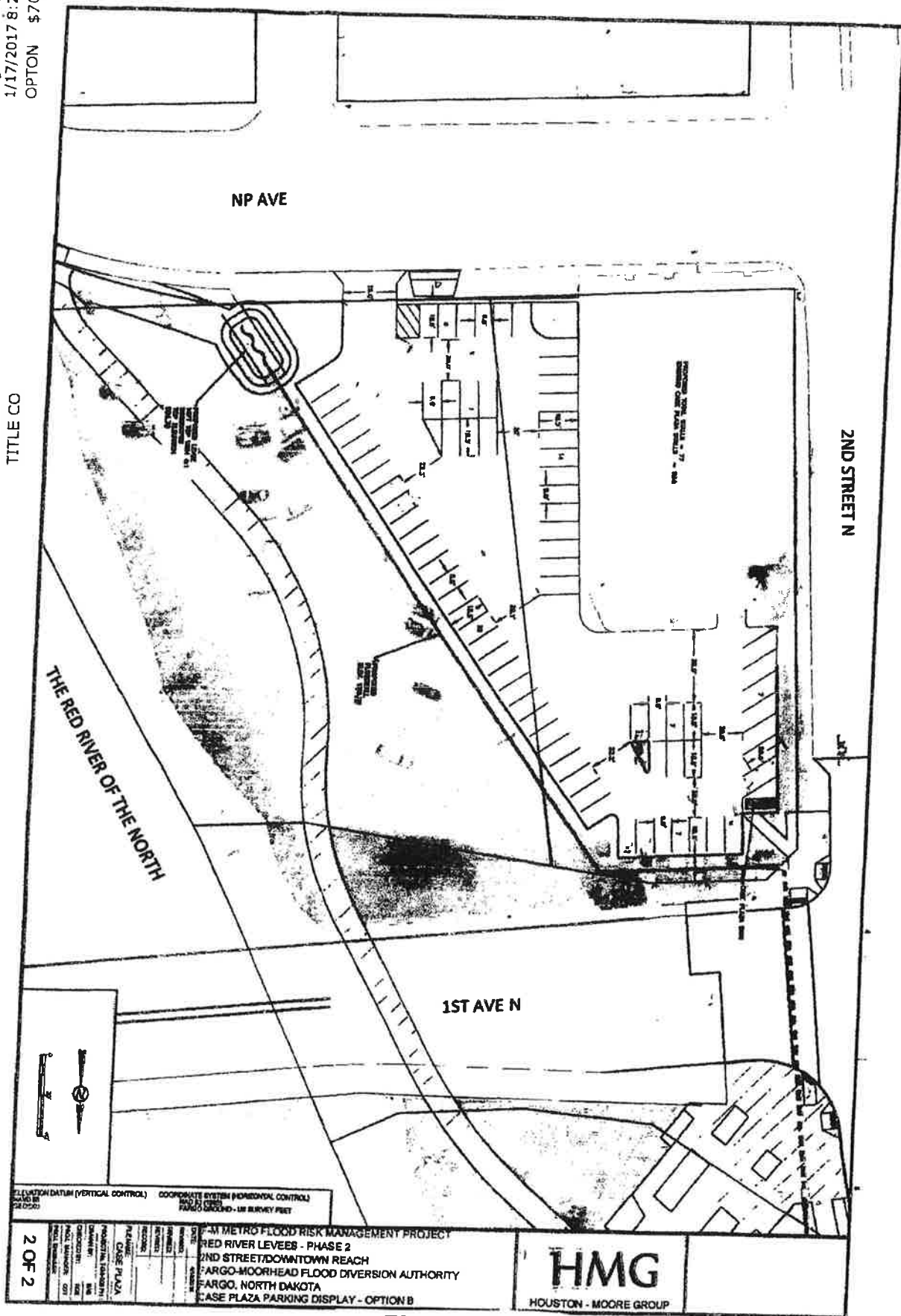
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1501103

Page: 20 of 21
1/17/2017 8:26 AM
OPTION \$70.00



TITLE CO



ELEVATION DATUM (VERTICAL CONTROL) COORDINATE SYSTEM (HORIZONTAL CONTROL)
FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
FARGO MOORHEAD FLOOD DIVERSION AUTHORITY

2 OF 2

PROJECT	FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
DATE	1/17/2017
BY	1501103
CHECKED	
APPROVED	
SCALE	
PROJECT	FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
DATE	1/17/2017
BY	1501103
CHECKED	
APPROVED	
SCALE	

FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
RED RIVER LEVEES - PHASE 2
2ND STREET/DOWNTOWN REACH
FARGO MOORHEAD FLOOD DIVERSION AUTHORITY
FARGO, NORTH DAKOTA
CASE PLAZA PARKING DISPLAY - OPTION B

HMG
HOUSTON - MOORE GROUP

EXHIBIT "C"



1501103

Page: 21 of 21
1/17/2017 8:26 AM
OPTON \$70.00

TITLE CO

RECORDER'S OFFICE, CASS COUNTY, ND
I CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD THIS DATE.
JEWEL A. SPIES, COUNTY RECORDER

1/17/2017 8:26 AM

by Teresa A. Kirby Deputy 1501103



PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **CITY OF FARGO**, a North Dakota municipal corporation, the identified owner of the property in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CASE PLAZA, L.L.C.**, a North Dakota corporation, hereinafter "Buyer",

WITNESSETH:

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

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 150.00 feet to the true point of beginning; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 128.52 feet; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence South 08°36'55" East, along the easterly line of a tract described in said Document No. 1137477, for a distance of 243.29 feet to the true point of beginning.

Said tract of land contains 15,556 square feet, more or less.

WHEREAS, Buyer properly exercised an option 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.
2. **Purchase Price.** The purchase price for the Property is Thirteen Thousand Five Hundred and Nineteen Dollars (\$13,519).
3. **Payment of Purchase Price.** The Purchase Amount shall be paid in a Certified Check made payable to the City of Fargo, or cash equivalent, on the date of closing.
4. **Abstract.** Seller shall furnish Buyer an abstract of title to the subject property and pay 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).
5. **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.

6. Deeds. Seller shall sign a Warranty Deed prepared by Seller. Buyer will take title as follows: Case Plaza, LLC.

7. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties.

8. Warranty. Seller provides no express warranties on the subject property. Buyer shall make any inspection it deems necessary concerning the condition of the Property.

DATED this ____ day of _____, 2020.

SELLER:
City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

DATED this 25 day of FEBRUARY, 2020.

BUYER:
Case Plaza, L.L.C., a North Dakota Limited
Liability Company

By 

Its: MEMBER

PERMANENT EASEMENT

THIS EASEMENT is granted this _____ day of _____, 2020, by Case Plaza, L.L.C., a North Dakota corporation, whose post office address is 1707 Gold Dr. S. P.O. Box 3024, Fargo, ND 58108-3024, ("Grantor"); and the City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th Street North, Fargo, North Dakota 58102 ("Grantee").

RECITALS

A. The Grantee is a member of the Metro Flood Diversion Board of Authority, a joint powers entity consisting of Clay County, Minnesota; City of Moorhead, Minnesota; Cass County, North Dakota; City of Fargo, North Dakota; and the Cass County Joint Water Resource District; (the "Diversion Authority")

B. The United States Army Corps of Engineers (the "Corps") previously completed the Fargo-Moorhead Metropolitan Feasibility Study (the "Study"); as a result of the Study, the Corps concluded a diversion project located in North Dakota with appurtenant levees, staging and storage areas is the most viable permanent flood control and protection option to reduce flood damages and risks in the region; the parties refer to the project as the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (the "Project"). As a component of the project, a floodwall has been constructed along the Red River.

C. Grantor owns certain real property located in Cass County North Dakota, which is necessary for the Project.

D. Grantor agrees to grant and convey to Grantee a permanent easement over the property for purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating,

maintaining, repairing, and improving the floodwall constructed as a component of the Project, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Easement Property.** Grantor grants and conveys to Grantee a permanent easement, including the easement rights described in this Easement, upon, over, in, under, across, and through the following real property in Cass County, North Dakota:

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 25.72 feet; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence South 08°36'55" East, along the easterly line of a tract described in said Document No. 1137477, for a distance of 48.69 feet; thence South 35°08'43" East for a distance of 229.00 feet to the true point of beginning.

Said tract of land contains 5,604 square feet, more or less.

(the "Permanent Easement Property").

The Permanent Easement Property is identified in the attached Exhibit "A" as parcel 38-2A.

2. **The Permanent Easement.** Under this Easement, Grantor grants to Grantee, and Grantee's officers, employees, agents, representatives, contractors, and assigns, this permanent and perpetual easement upon, over, in, under, across, and through the Permanent Easement Property for the following purposes: constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the floodwall being constructed as a component of the Project; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the Permanent Easement Property; and the right to perform any other work necessary and incident to the construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of the floodwall, together with all necessary and reasonable rights of

ingress and egress to and from the Permanent Easement Property over, across, and through the Grantor's Property. Grantee is not responsible for pre-existing environmental contamination or liabilities.

3. **Consideration.** Grantor grants the easement rights contained in this Easement to Grantee in exchange for one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged. Grantor specifically acknowledges the consideration Grantor will receive represents full and final consideration to Grantor as compensation or damages regarding the Permanent Easement Property, or any of Grantor's remaining property, and that Grantor is not entitled to any further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule or regulation, or other legal authority.

4. **Easement Runs With the Land.** This Easement, and all covenants, terms, conditions, provisions, and undertakings created under this Easement, are perpetual and will run with the Permanent Easement Property, and will be binding upon Grantor's heirs, successors, and assigns.

5. **Structures and Personal Property.** Unless otherwise agreed by the parties, Grantor will remove any personal property, or other items left on the Permanent Easement Property.

6. **Grantor Covenants.** Grantor warrants that Grantor is the fee simple owner of the Permanent Easement Property; that Grantor has the right to execute this Easement and to make the promises, covenants, and representations contained in this Easement; that this Easement does not violate any mortgage or other interest held by any third party regarding the Permanent Easement Property, or any portion of the Permanent Easement Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Permanent Easement Property, or any portion of the Permanent Easement Property; and that there are no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Permanent Easement Property, or any portion of the Permanent Easement Property. Grantor will release, hold harmless, defend, and indemnify Grantee and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects regarding the Permanent Easement Property.

7. **Taxes.** Grantor is solely responsible for all taxes and special assessments or assessments for special improvements due, levied, or assessed regarding the Permanent Easement Property for all past, present, and future years. Grantee will not be responsible for payment of any real estate taxes or special assessments regarding the Permanent Easement Property.

8. **Grantor's Use of the Permanent Easement Property.** Grantor has the right and privilege to use the Permanent Easement Property but only for purposes of vehicle traffic or parking; Grantor's use of the Permanent Easement Property is otherwise subject to the following:

- (i) Permanent structures and fixtures are prohibited on the Permanent Easement Property, including sprinkler systems;
- (ii) Additional fill is prohibited on the Permanent Easement Property;
- (iii) Stockpiling of any material is prohibited on the Permanent Easement Property;
- (iv) Alteration of the Permanent Easement Property by the Grantor, including planting of any trees and shrubs, or excavation and grading, is prohibited;
- (v) Grantor will maintain the existing barrier curb to prohibit vehicles from traveling from the Permanent Easement Property to the floodwall, such that vehicles using the Permanent Easement Property will not strike the floodwall.
- (vi) Neither Grantor, nor any of its agents, assigns, or licensees, may utilize the Permanent Easement Property for any use besides vehicle traffic or parking;
- (vii) Snow shall not be piled in the area between the parking surface and the floodwall.
- (viii) Grantee's use of the Permanent Easement Property is the dominant estate, and Grantor shall not use the Permanent Easement Property while Grantee occupies the Permanent Easement Property for purposes of constructing, cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, or improving the floodwall. Grantor shall receive no additional compensation for such displacement. Grantee will provide Grantor notice of scheduled use of the Permanent Easement Property, but reserves the right to use the Permanent Easement Property immediately in the case of emergencies.
- (ix) Grantee will repair the Permanent Easement Property, the floodwall, or any of Grantee's structures, equipment, facilities, or other property damaged by Grantor, or Grantor's agents, and assigns, or their licensees, as a result of the use of the Permanent Easement Property for vehicular

travel or parking, or as a result of Grantor's violation of the terms of this Easement. Any repairs necessary as a result of the actions of Grantor or its agents will be paid for by the Grantor. If Grantor fails to reimburse Grantee within a reasonable amount of time, Grantee may assess its costs incurred against any of Grantor's other property in Cass County, and may otherwise resort to other legal remedies available under North Dakota law.

9. **Conditions of Permanent Easement Property.** In the event the parking surface is damaged by the Grantee during the course of cleaning, inspecting, reconstructing, modifying, operating, maintaining, repairing, and improving the floodwall, the parking surface will be replaced with bituminous pavement, matching existing pavement cross section, and striped for parking purposes.

10. **Maintenance.** Grantee will not be responsible for any maintenance of the Permanent Easement Property, including mowing, weed control, removing snow, resurfacing, or any other routine maintenance. Grantor will be responsible for any repair or replacement of the parking surface unless such repair or replacement is caused by the use of the Grantee.

11. **Encumbrances.** Grantor will not encumber the Permanent Easement Property in any manner that would be contrary to, or would in any way disrupt or interfere with, Grantee's use of the Permanent Easement Property, Grantee's rights and privileges under this Easement, or with the floodwall. However, Grantor may rent or lease the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent; and Grantor may mortgage the Permanent Easement Property, at Grantor's sole discretion and without first obtaining Grantee's consent. If Grantor rents or leases the Permanent Easement Property, any lessee's rights and uses are subject to this Easement, including the use restrictions described above; Grantor will be fully responsible to Grantee for Grantor's obligations under this Easement, including any violations by any lessee.

12. **Forbearance or Waiver.** The failure or delay of Grantee to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

13. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

14. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable.
15. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.
16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee, and must be recorded in the Cass County Recorder's Office.
17. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.
18. **Assignment of Easement.** Grantee may assign its rights and privilege pursuant to this Easement without restriction and without requiring the permission of Grantor.
19. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages.)

IN WITNESS WHEREOF, Grantor executed this Easement on the date written above.

GRANTOR:

Case Plaza, LLC, a North Dakota Limited Liability Company

By: _____
Its: _____

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

On this ____ day of _____, 2020, before me, a Notary Public, in and for said County and State, personally appeared _____, known to me to be the _____ of Case Plaza, L.L.C., and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Case Plaza, L.L.C.

Notary Public, _____ County, ND
My Commission Expires:

(SEAL)

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

Attest:

Steve Sprague, City Auditor

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

On this _____ day of _____, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

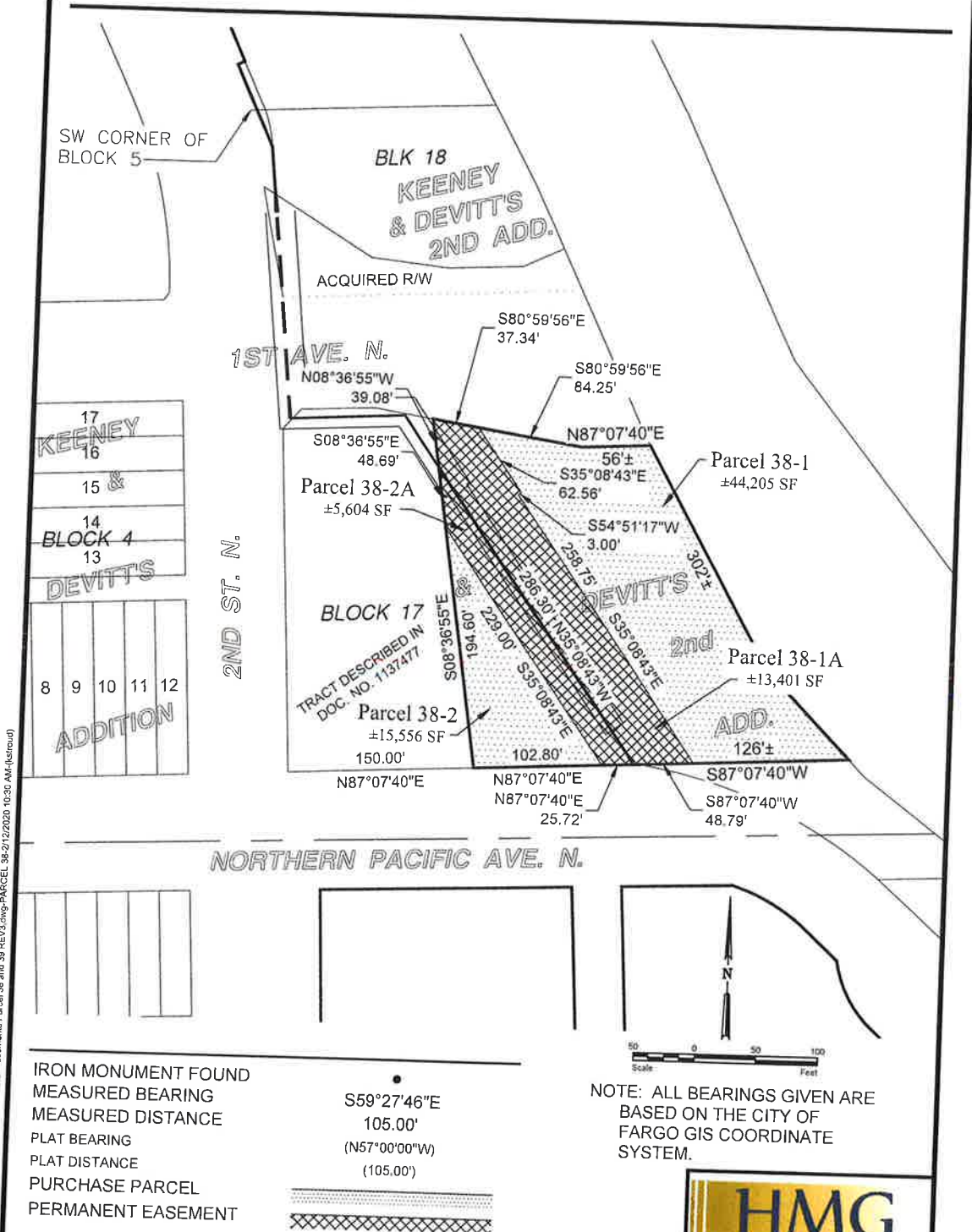
Notary Public
Cass County, ND

The legal description contained in this instrument was prepared by:

Jim Schlieman, PLS
North Dakota License No. LS-6086
Houston Engineering Inc.
1401 21st Ave. N.
Fargo, ND 58102

PARCELS 38-1, 38-2, 38-1A AND 38-2A
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CASS COUNTY JOINT
WATER RESOURCE DISTRICT
OID 9783



EASEMENT EXHIBIT

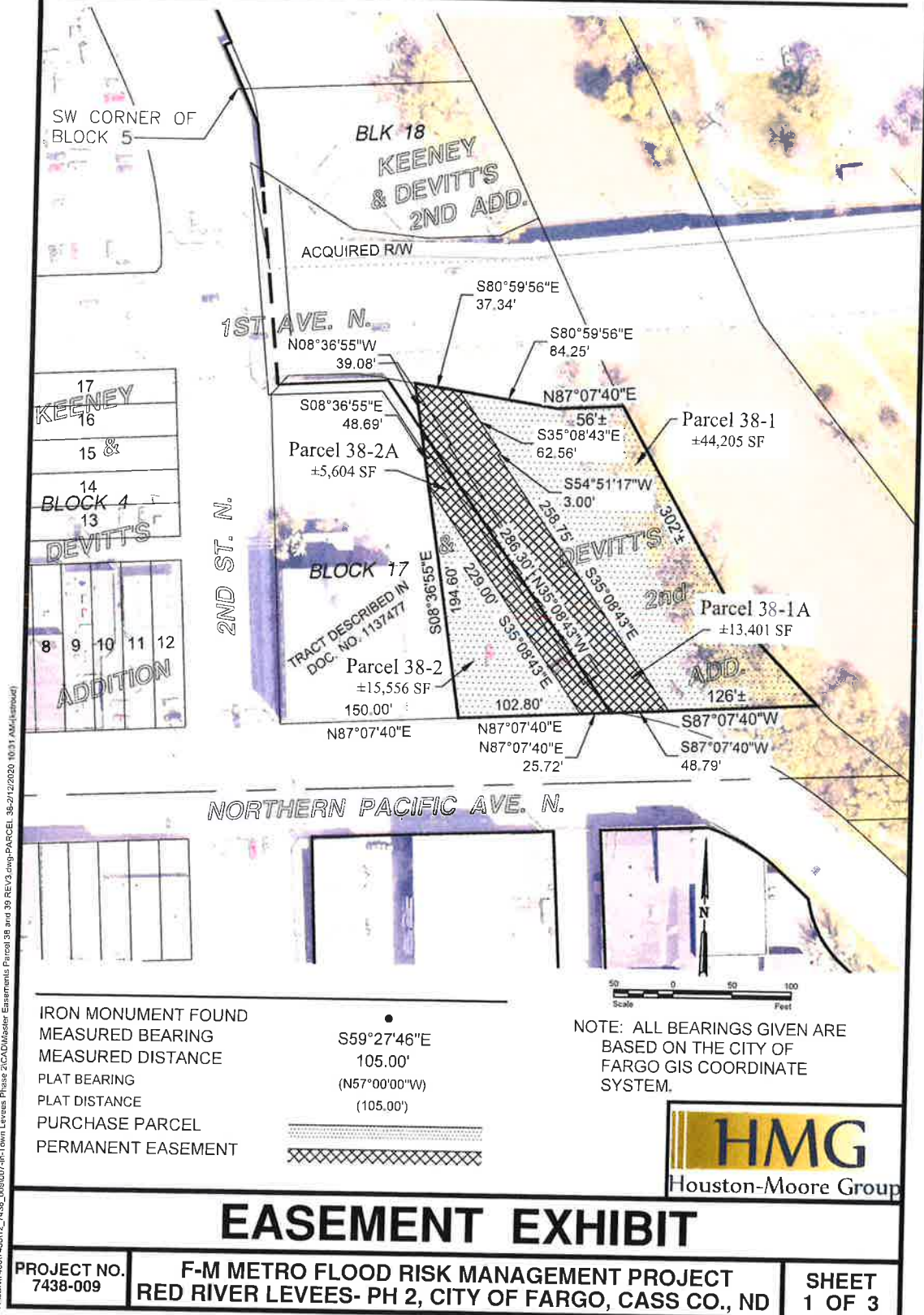
PROJECT NO.
7438-009

F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 3

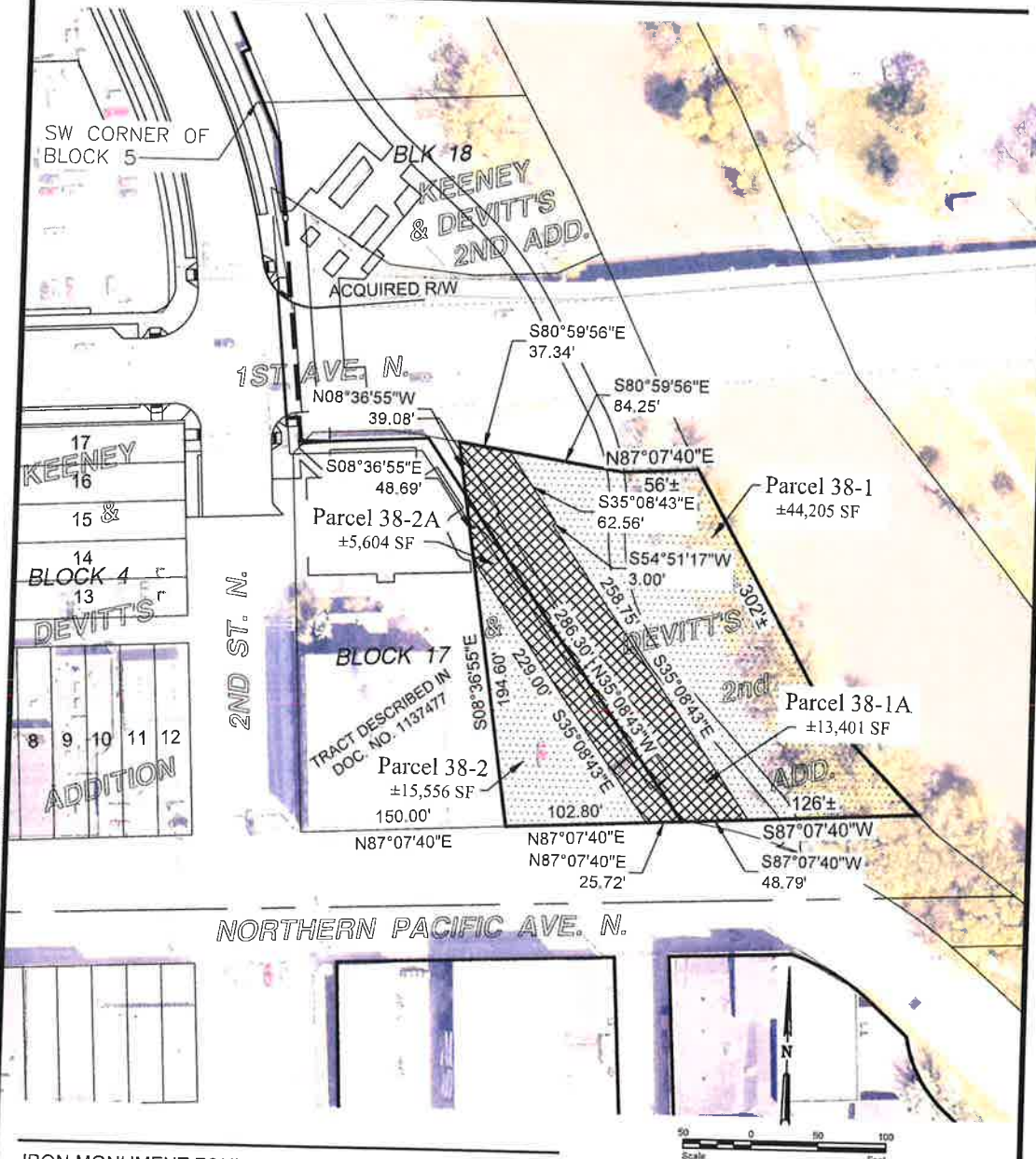
PARCELS 38-1, 38-2, 38-1A AND 38-2A
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CASS COUNTY JOINT
WATER RESOURCE DISTRICT
OID 9783



PARCELS 38-1, 38-2, 38-1A AND 38-2A
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: CASS COUNTY JOINT
WATER RESOURCE DISTRICT
OID 9783



IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
PLAT BEARING
PLAT DISTANCE
PURCHASE PARCEL
PERMANENT EASEMENT

S59°27'46"E
105.00'
(N57°00'00"W)
(105.00')

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



EASEMENT EXHIBIT

PROJECT NO.
7438-009

F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 3

**PARCELS 38-1, 38-2, 38-1A AND 38-2A
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA**

OWNER: CASS COUNTY JOINT
WATER RESOURCE DISTRICT
OID 9783

Description- Parcel 38-1 (Purchase Parcel):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 278.52 feet to the true point of beginning; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly line of a tract described in said Document No. 1137477, for a distance of 39.08 feet to a point of intersection with the southerly line of 1st Avenue North right-of-way; thence South 80°59'56" East, along the southerly boundary of said right-of-way, for a distance of 121.59 feet to an angle point along the southerly boundary of said right-of-way; thence North 87°07'40" East, along the southerly boundary of said right-of-way, for a distance of 56 feet, more or less, to a point of intersection with the westerly bank of the Red River of the North; thence southeasterly, along the westerly bank of said river, for a distance of 302 feet, more or less, to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 175 feet, more or less, to the true point of beginning.

Said tract of land contains 44,205 square feet, more or less.

Description- Parcel 38-2 (Purchase Parcel):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 150.00 feet to the true point of beginning; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 128.52 feet; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence South 08°36'55" East, along the easterly line of a tract described in said Document No. 1137477, for a distance of 243.29 feet to the true point of beginning.

Said tract of land contains 15,556 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
7438-009

**F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND**

**SHEET
2 OF 3**

H:\BNA\16007438\12_7438_009\001-4th-Town Levees Phase 2\CADD\Mapset Easements Parcel 38 and 39 REVISED.dwg PARCEL 38 (2/27/2020 10:32 AM -kairoud)

**PARCELS 38-1, 38-2, 38-1A AND 38-2A
PART OF BLOCK 17
KEENEY & DEVITT'S 2ND ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA**

OWNER: CASS COUNTY JOINT
WATER RESOURCE DISTRICT
OID 9783

Description- Parcel 38-1A (Permanent Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 278.52 feet to the true point of beginning; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence North 08°36'55" West, along the easterly line of a tract described in said Document No. 1137477, for a distance of 39.08 feet to a point of intersection with the southerly line of 1st Avenue North right-of-way; thence South 80°59'56" East, along the southerly boundary of said right-of-way, for a distance of 37.34 feet; thence South 35°08'43" East for a distance of 62.56 feet; thence South 54°51'17" West for a distance of 3.00 feet; thence South 35°08'43" East for a distance of 258.75 feet to a point of intersection with the southerly line of said Block 17; thence South 87°07'40" West, along the southerly line of said Block 17, for a distance of 48.79 feet to the true point of beginning.

Said tract of land contains 13,401 square feet, more or less.

Description- Parcel 38-2A (Permanent Easement):

That part of Block 17, Keeney & Devitt's Second Addition to the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Block 17; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 252.80 feet to the true point of beginning; thence North 87°07'40" East, along the southerly line of said Block 17, for a distance of 25.72 feet; thence North 35°08'43" West for a distance of 286.30 feet to a point of intersection with the easterly line of a tract described in Document No. 1137477, on file at the Cass County Recorder's Office; thence South 08°36'55" East, along the easterly line of a tract described in said Document No. 1137477, for a distance of 48.69 feet; thence South 35°08'43" East for a distance of 229.00 feet to the true point of beginning.

Said tract of land contains 5,604 square feet, more or less.



EASEMENT EXHIBIT

PROJECT NO.
7438-009

F-M METRO FLOOD RISK MANAGEMENT PROJECT
RED RIVER LEVEES- PH 2, CITY OF FARGO, CASS CO., ND

SHEET
3 OF 3

H:\BNI\4007438\12_7438_009\007-4a-Town Levees Phase 2\CAGM\Master Easements Parcel 38 and 39 REV3.dwg-PARCEL 38 (31-21-2020 10:33 AM-jkstroud)

Type: Developer and Right of Way Use Agreement

Location: Lots 1-4, Block 1 St Paul's Newman
Center Addition, On N University Dr
from 11th to 12th Ave N

Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding a Developer and Right of Way Use Agreement with the Diocese of Fargo and Roer's Development for the construction of the St. Paul's Newman Center Project. The Committee discussed benefit of the payment in lieu of disconnecting the sanitary sewer service, which consists of pavement preservation and reduced disruption to the traveling public. This money would be applied to a future City lining project.

Staff is recommending approval of the Developer and Right of Way Use Agreement.

On a motion by Kent Costin, seconded by Mayor Mahoney, the Committee voted to recommend approval of the Developer and Road Use Agreement with Roer's Development and the Diocese of Fargo.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer and Right of Way Use Agreement with Roer's Development and the Diocese of Fargo.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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


COMMITTEE

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

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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: February 26, 2020
Re: Developer and Right of Way Use Agreement with Newman Center Addition

Background:

As part of the redevelopment, the Developer has been working with the City to enter into a Developer and Right of Way Use Agreement. Attached you will find the Agreement for your review. The following are some highlighted points of the Agreements:

- Impacts on North University Drive associated with the removal/abandonment of existing services:
 - Developer agrees to pay the City \$56,100 in lieu of disconnecting sewer service on University. This money will be used by the City for a future sewer-lining project as a permanent disconnect of these services.
 - Developer to remove and replace curb and gutter as necessary.
- Impacts on 12th Street North associated with the removal/abandonment of existing services:
 - Developer will kill the service corps on the water main, which is on the east side of 12th Street then edge mill and overlay the east side.
 - Developer will seal coat all of 12th Street.
- Impacts on 12th Avenue North associated with the installation of storm sewer:
 - Developer will install a storm manhole on 12th Avenue that will require a temporary detour off 12th Avenue.

Staff is asking the Committee to review and approve or recommend changes to move forward to Commission for final approval.

Recommended Motion:

Approve Developer and Road Use Agreement with Roers and the Diocese of Fargo.

KLS/klo
Attachment

C: David Wood, Roers Construction

Developer and Right of Way Use Agreement

This Agreement, made and entered into between Diocese of Fargo, St. Paul's College Chapel, Newman Center, St. Paul's Catholic Chapel, ("Owner"), NC Investments LLC, and NC Land Lease, LLC (f/k/a- NC QOZB LLC), A North Dakota limited liability company ("Owners"), Roers Development, Inc., ("Developer") and the City of Fargo, a municipal corporation ("City"), is for the purpose of providing Owners and Developer use of the Public Right of Way adjacent to Owners' Properties located in Fargo, North Dakota (collectively the "Development Property"), described below. For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Owners holds all right, title and interest in the Development Property, specifically:

Lot 1, 2, 3, and 4, Block 1 all in St Paul's Newman Center

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.

2. Owners and Developer shall be permitted to use the public right of way in such a manner as described in attached Exhibits, as modified from time to time by written agreement of the parties hereto. Specifically, Owners and Developer shall be permitted to exercise control over the city right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein. Owners and Developer shall be responsible for ensuring all construction and restoration work in the City's right of way is in compliance with all City Construction

Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>

All barricades and traffic control measures shall comply with the latest edition of the Manual on Uniform Traffic Control Devices, which can be found at: http://mutcd.fhwa.dot.gov/pdfs/2009/pdf_index.htm

3. As a result of Owners development of the Development Property and work in the City's right of way, Owners and Developer will also be responsible for completing any edge mill, overlay and seal coat of 12th Street North, east of the Development Property, see attachment Exhibits H and I. Owners and Developer are responsible for all engineering and construction expenses and services required for all work in the City's right of way.
4. Owners and Developer agree to disconnect all water and sanitary sewer services to the mains in accordance with City Standards and Specifications, located on 12th Street and 11th Ave N adjacent to the development area. In addition, the water services shall be discontinued to the main on University Drive adjacent to the Development Property.

In lieu of disconnecting the sanitary sewer service to the main on University Drive, Owners and Developer agree to pay 50% of the estimated cost to line the existing sewer main on University Drive from 12th Avenue N to 11th Avenue N. These costs are estimated to total \$112,200. Owners and Developer shall pay the City a lump sum fee of \$56,100. The City will use this fee for a sewer-lining project in the future as a permanent disconnect of said services. The City will be responsible for designing, bidding, securing contracts, and inspecting the sewer-lining project. Owners and Developer shall not be responsible for any additional cost above the fee of \$56,100. Owners and Developer agree to plug the sanitary sewer services on University Drive in the boulevard per City Standards and Specifications.

5. City shall have no obligation, liability, or responsibility for the costs incurred by the Owners and Developer to complete the Owners and Developer's work under this Agreement, including, but not limited to, contractor and engineering fees. In no event will City be responsible for any payments, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.

Upon completion of the construction work in the City's right of way, Owners and Developer shall submit a written final inspection request indicating substantial completion. The applicable work in the City's right of way shall be clean and free of debris at the time of inspection. City, following its inspection, shall note deficiencies, if any, and indicate intended course and timing of resolution by Owners and Developer. City shall provide a Certificate of Acceptance letter upon final acceptance.

Owners and Developer shall secure warranties from their Contractor(s) for one year following City's acceptance of the work in the City's right of way, Owners and Developer shall assign all warranties to the City for the repair and deficiency corrections for a period of one year following City's acceptance of the work.

6. Owners and Developer shall be solely responsible for the condition of the pedestrian travel required by this Agreement. Owners and Developer shall keep the required pedestrian travel path free of snow and debris, ensuring a four and one-half foot (4.5') unobstructed path for the duration of the construction. Pedestrian travel path will be in accordance with Exhibit A. Owners and Developer may request intermittent closures of the pedestrian travel path to address public safety concerns. Such request, which shall include a traffic control plan for consideration by the City Engineer, shall be made with 7 days' notice to City, detailing the temporary closure or modifications.
7. Intermittent lane or road closures of University Drive N, 12th Street N & 11th Avenue N adjacent to the Development Property may be permitted with City approval. Owners and Developer shall give City 14 days' notice of such requested closure. In addition, Owners and Developer shall provide notice to the NDDOT District Office of intended University Drive and 12th Avenue North lane or road closures at least 7 days in advance of any requested closures. Only one street shall be impacted at any given time. Owners and Developer shall notify the affected property Owners by written notice delivered to all affected properties at least 7 days in advance of such approved closure.

Timing of lane and road closures must be approved by the City. All closures must be approved by City 7-days in advance of such intended lane or road closure. In addition, Owners and Developer shall provide City Engineering a traffic control plan in advance of closure. Owners and Developer shall amend or modify the traffic control plan as directed by City Engineering (refer to Exhibits D, E, F, & G attached).
8. A road closure on 12th Ave N between University and 12th St will be permitted for no longer than a 14-day period for the purpose of installing a storm sewer and sidewalks. Restoration shall be in accordance with the City Standards and Specifications, for acceptance by the City. Owners and Developer shall notify the affected property Owners by written notice of the intended road closure. The closure must be approved by City 7-days in advance of such intended road closure. In addition, traffic control plans as provided to the City, shall amend or modify the traffic control plan as directed by City Engineering (refer to Exhibit F attached).
9. Owners and Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Owners and Developer shall be solely responsible for contracting with the private utility provider and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Owners and Developer's construction activities. Owners and Developer shall confirm location of private utilities prior to performing any work within the City right-of-way.
10. Owners and Developer may utilize the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard use until September 30, 2020. Any request for extension of this Agreement must be made at least 30 days prior to the expiration of this Agreement in order to allow City adequate time to consider the request.

11. Owners and Developer shall be responsible for the obliteration of the existing roadway traffic markings, and shall be permitted to use semi-permanent markings to delineate the remaining lanes of traffic, in a form and substance approved by the City, until permanent pavement markings are installed. Owners and Developer must gain City's approval of a qualified contractor prior to installation of permanent pavement markings, to be completed in accordance with City Specifications. Re-established temporary traffic lanes shall be in such width as approved by the City. Details of obliteration, semi-permanent and permanent pavement marking shall be submitted to the City for approval 14-days prior to making any revisions to traffic lanes.
12. Owners and Developer must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Owners and Developer to vacate the City right of way and terminate the use permitted herein, and return the roadway to its pre-existing condition, including striping.
13. Owners and Developer have expressed a need for parking modifications to accommodate delivery of large loads of precast materials. Owners and Developer shall request revised on-street parking at least 14 days prior for City's approval to changes to street parking. All street parking modification must be approved by City 7-days in advance of such intended changes. Owners and Developer shall notify the affected property Owners by written notice of the on-street parking removal. Owners and Developer shall provide City approved temporary signage for revised street parking on 12th St N shown on Exhibit A. Temporary signage shall be taken down immediately after delivery is complete.
14. Owners and Developer hereby grant to City a right of entry and access to the Development Property in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Owners and Developer agree and understand that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to contact the Owners and Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
15. Owners and Developer shall be responsible for the provision and compaction of engineered fill to 95% standard proctor density in the excavated area in the public right of way. Owners and Developer must provide and complete compaction tests from a certified testing firm to be submitted to the City for approval and acceptance prior to placement of paving.
16. Owners and Developer shall be responsible for completion of concrete testing from a certified testing firm to be submitted to the City for approval and acceptance.

17. Owners and Developer shall not be permitted to remove any trees located within the City right of way without the prior written approval of the City Forester.
18. Owners and Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the streetlights and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Owners and Developer shall not commence construction or removal activity without first obtaining the approval of the documentation of condition from City.
19. Owners and Developer will, during any use of City public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.
20. Owners and Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property, which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Owners and Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
21. Owners and Developer accept all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure, which may be impacted by this Agreement. Owners and Developer shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.
22. Owners and Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer.
23. At its discretion, the City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owners and Developer thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owners and Developer's use of the public right of way and direct Owners and Developer to restore the right of way to the City's control.
24. Notices required by this Agreement shall be given as follows:

As to the Developer:

Roers Development, Inc.
Larry S. Nygard
or David Wood

As to the Owner:

Diocese of Fargo
Earl Wilhelm

As to the City:

City Engineering
attn.: Kristy Schmidt

200 45th St S
Fargo, ND 58103
dwood@roers.com
(701) 356-5050

5201 Bishops Blvd # A
Fargo, ND 58104
(701) 356-7966

225 4th St N
Fargo, ND 58102
feng@fargond.gov
(701) 241-1545

25. Owners and Developer agree that failure to secure acceptance from City of the restored infrastructure and improvements may result in the establishment of a special assessment district, consisting solely of the Development Property, for financing the completion of the work to City's Standards. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with Chapter 40-22 of the North Dakota Century Code. Owners and Developer waive the right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consent to the construction of the improvements and to the assessment of cost thereof to the Development Property. Owners and Developer further waive the to protest the amount, benefit or any other assessment attribute related to the work completed by the City. Project costs, which may be assessed against the Development Property, include all costs of completing the work required in accordance with the terms of this Agreement.
26. Owners and Developer agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way pursuant to this Agreement. Owners and Developer agree to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owners and Developer shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity in the right of way.
27. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
28. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
29. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

30. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
31. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
32. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
33. It is specifically agreed between the parties that this Agreement may be recorded.
34. The City and Owners and Developer wish to work together to provide an acceptable finished product. Owners and Developer shall provide a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Owners and Developer's work in the right of way.

When a corrective measure is required by the City, City will notify Owners and Developer by phone and email. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$10,000, Owners and Developer shall replenish the deposit to \$30,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Owners and Developer.

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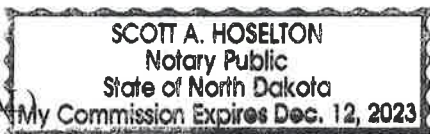
Dated this 4th day of March, 2020.

DIOCESE OF FARGO A/K/A THE DIOCESE OF FARGO

+ John T. Folda
Most Rev. John T. Folda, President

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


On this 4th day of March, 2020, before me personally appeared Most Rev. John T. Folda the President of the Diocese of Fargo also known as The Diocese of Fargo, a North Dakota nonprofit corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)  SCOTT A. HOSELTON
Notary Public
State of North Dakota
My Commission Expires Dec. 12, 2023

Scott A. Hoselton
Notary Public
Cass County, North Dakota

Dated this 4th day of March, 2020.

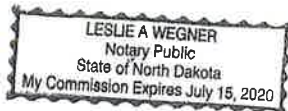
NC Investments, LLC

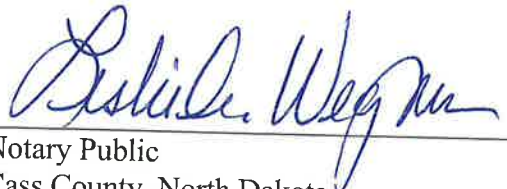
By 
James Roers, President

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

On this 4 day of March, 2020, before me personally appeared James Roers the President of NC Investments, LLC, a North Dakota limited liability company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

Dated this 4 day of March, 2020.

NC Land Lease, LLC (f/k/a NC QOZB LLC)

By 

James Roers, President

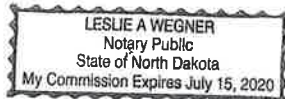
STATE OF NORTH DAKOTA)

) ss:

COUNTY OF CASS)

On this 4th day of March, 2020, before me personally appeared James Roers, the President of NC Land Lease, LLC (f/k/a NC QOZB, LLC), a North Dakota limited liability company that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)

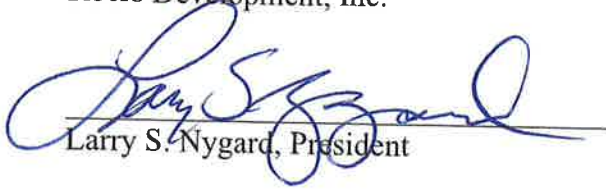




Notary Public
Cass County, North Dakota

Dated this 2nd day of March, 2020.

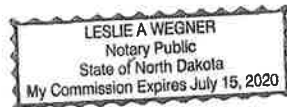
Roers Development, Inc.


Larry S. Nygard, President

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

On this 2nd day of March, 2020, before me personally appeared Larry S. Nygard the President of Roers Development, Inc., a North Dakota corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such nonprofit corporation executed the same.

(SEAL)




Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2020.

CITY OF FARGO, a NORTH DAKOTA
municipal corporation

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

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

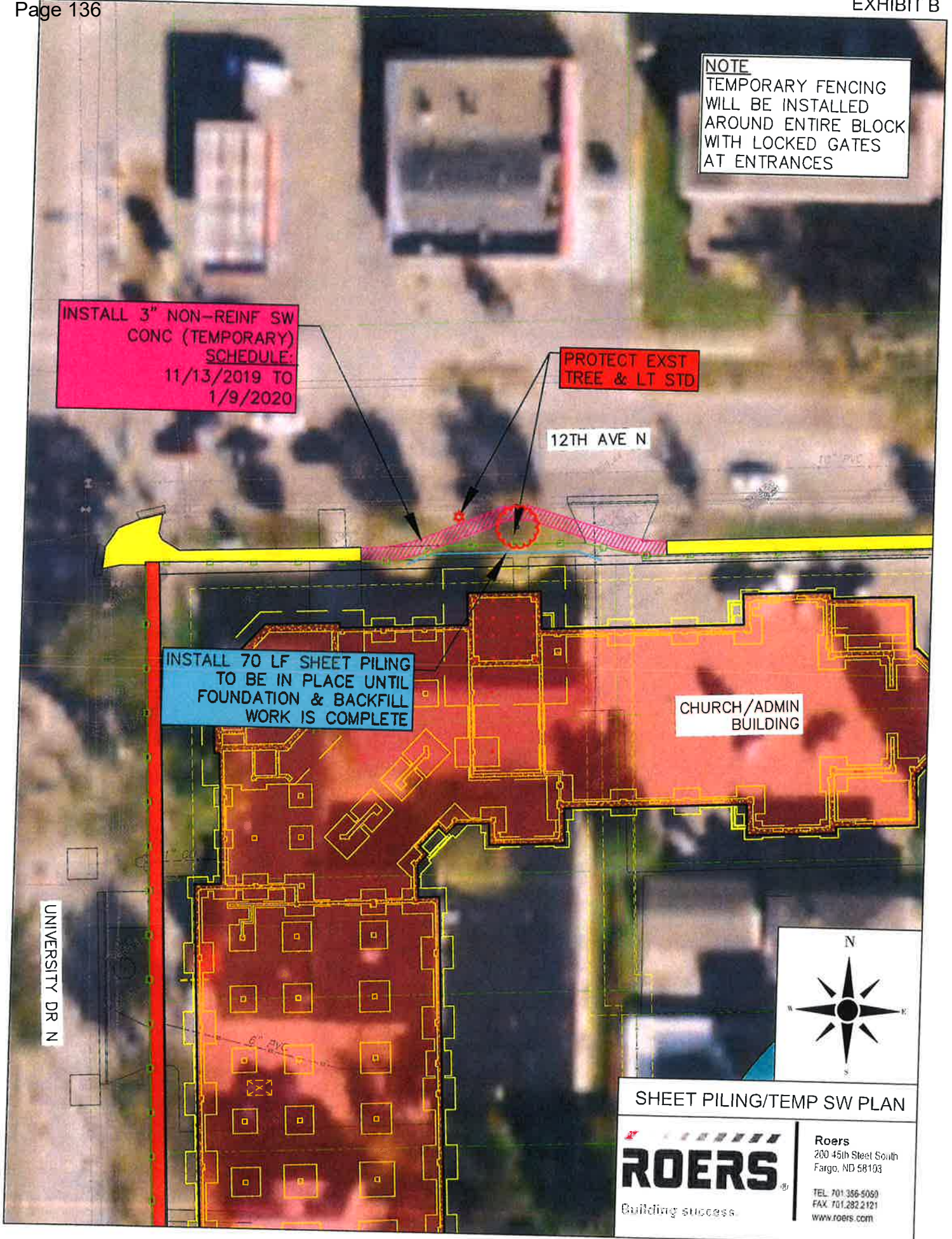
(SEAL)

Notary Public
Cass County, North Dakota
My Commission expires:

The Legal Descriptions prepare by:
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102
feng@fargond.gov

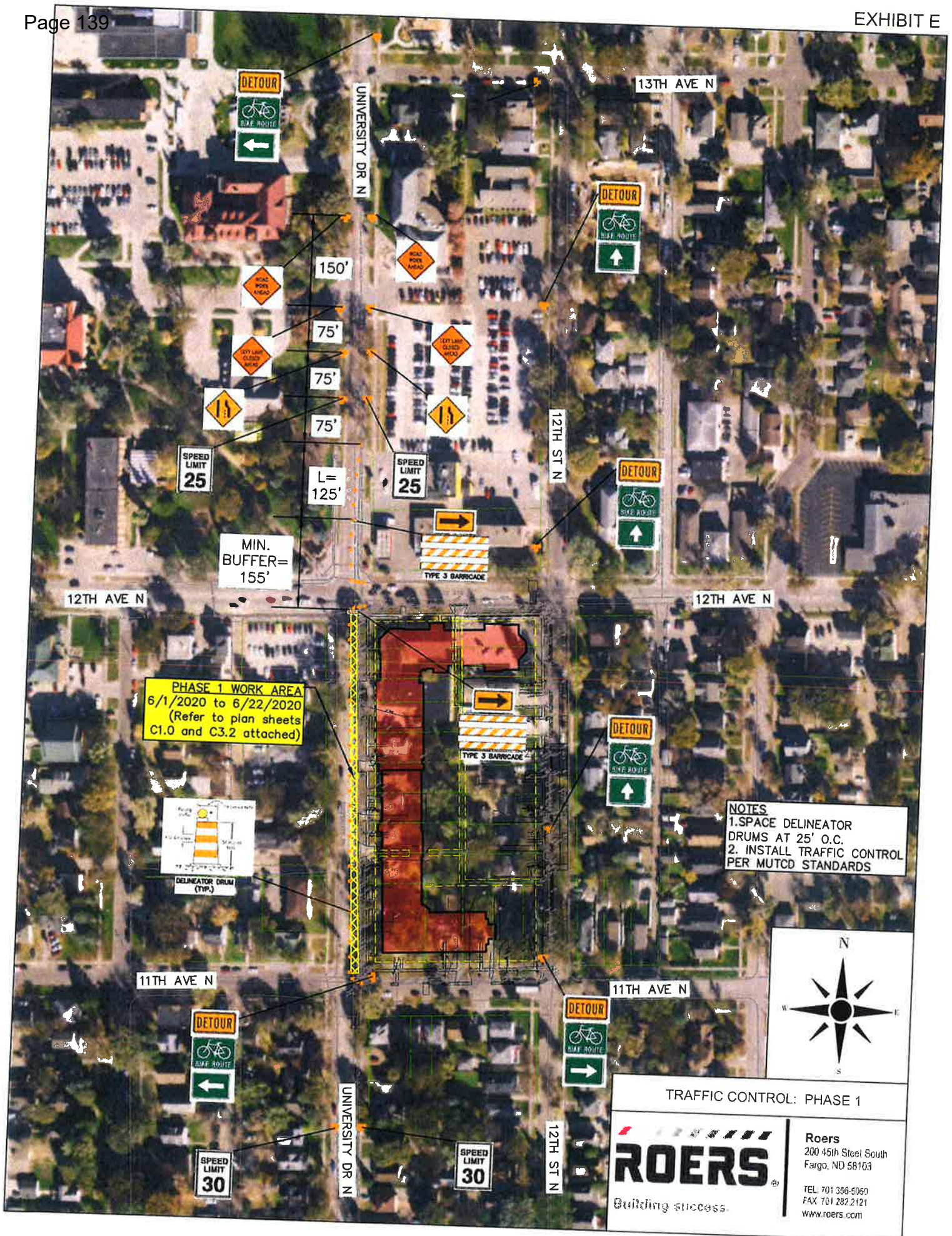
This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 North Broadway, Suite 206
Fargo, ND 58102
701-280-1901
NMorris@lawfargo.com

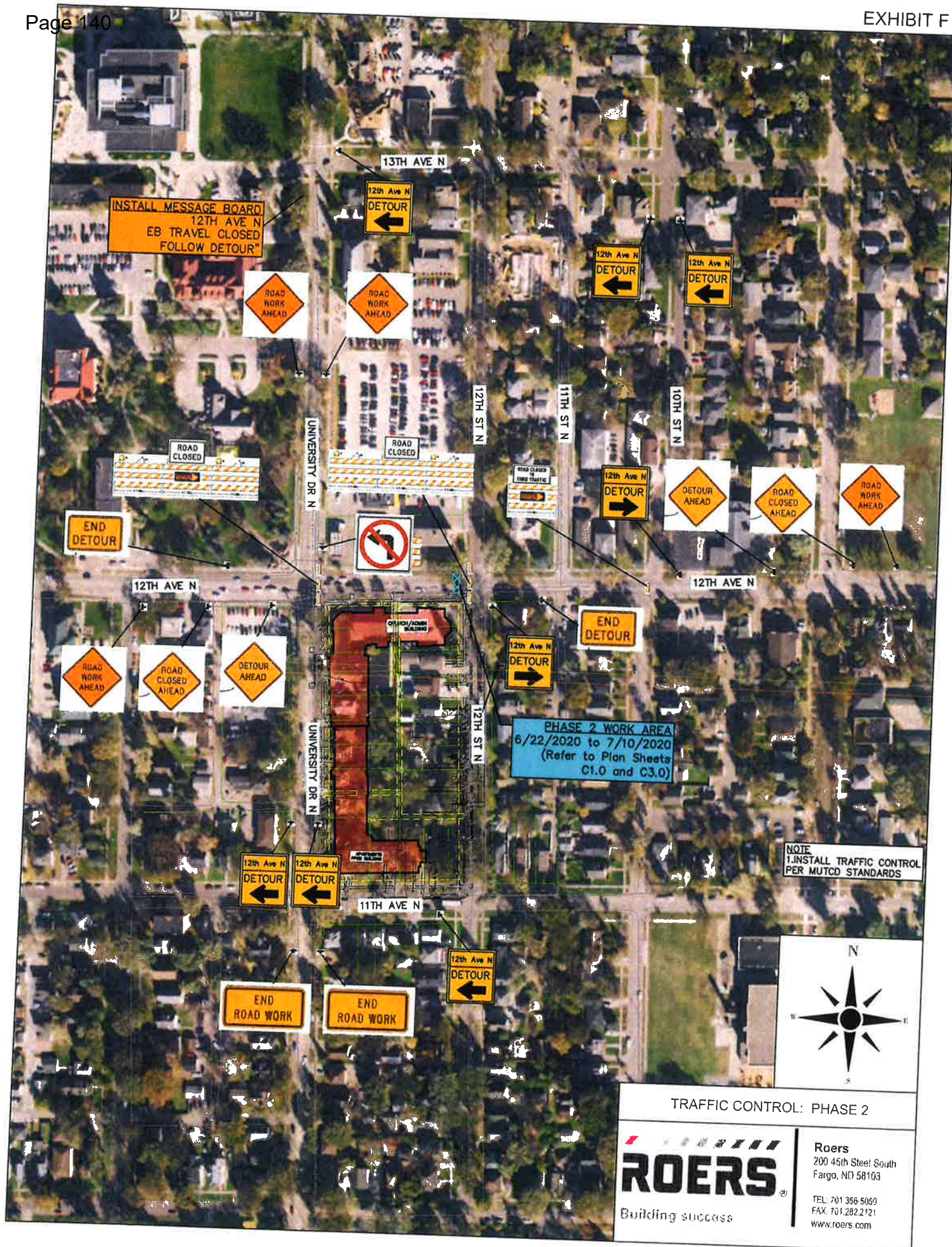


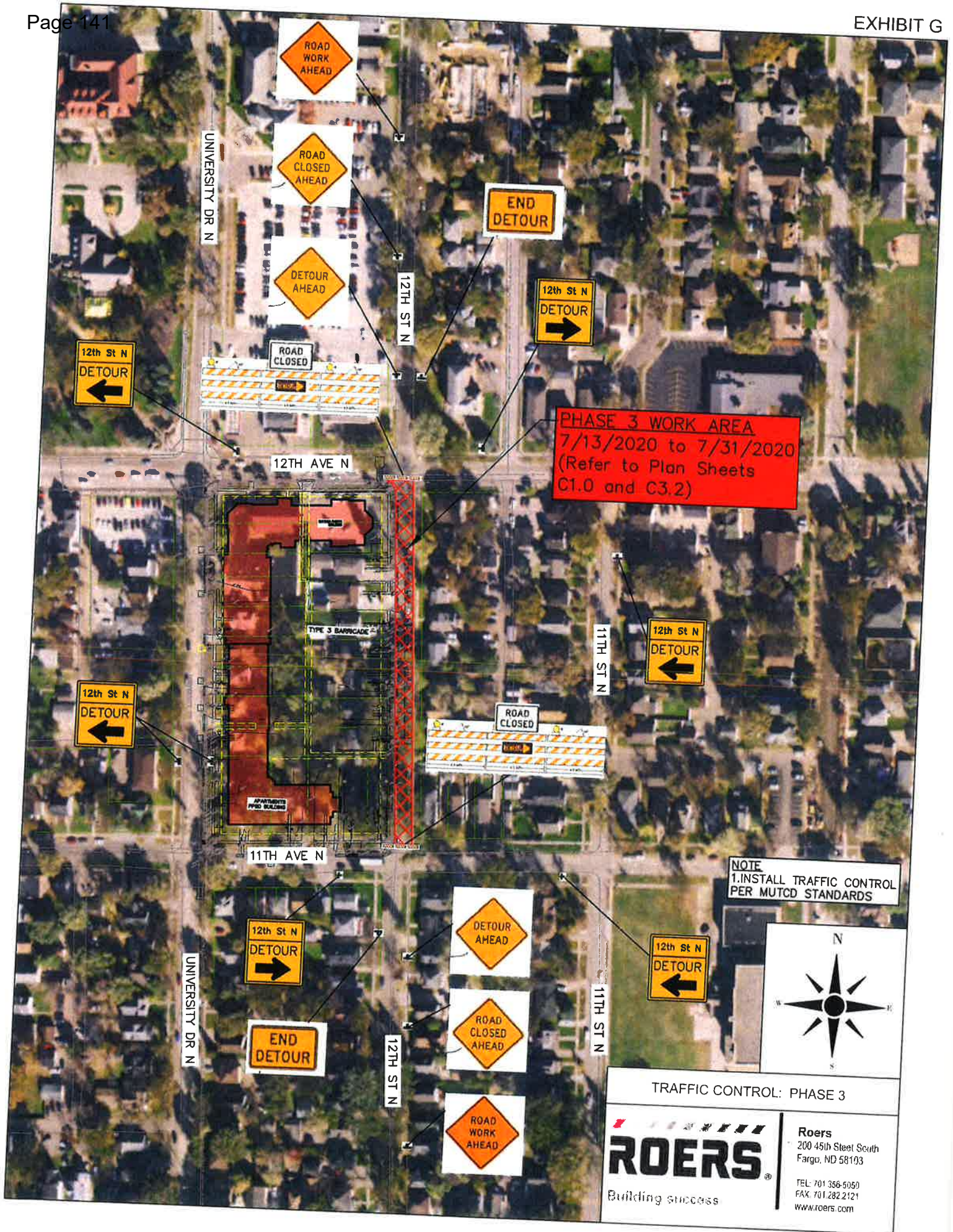












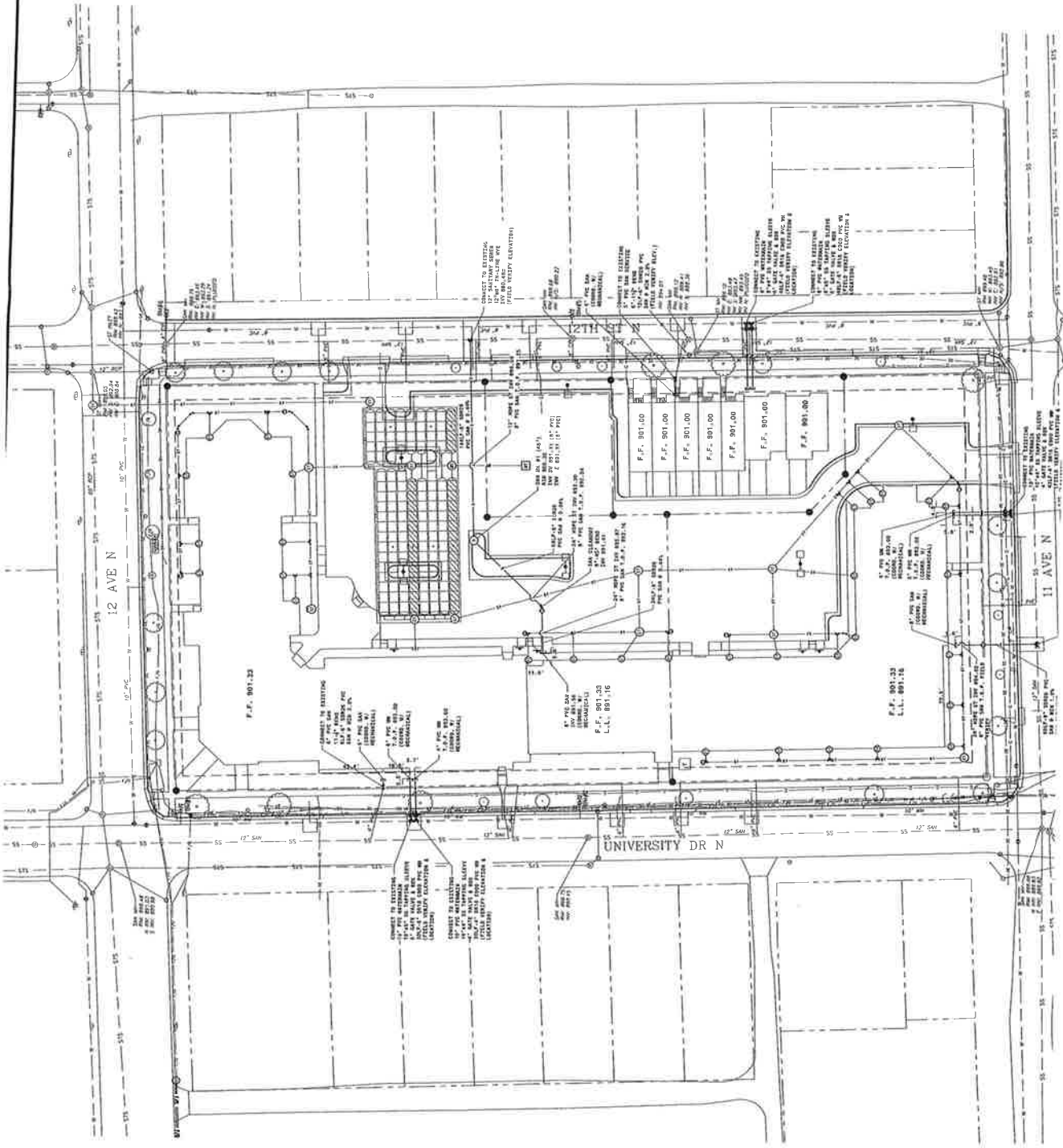
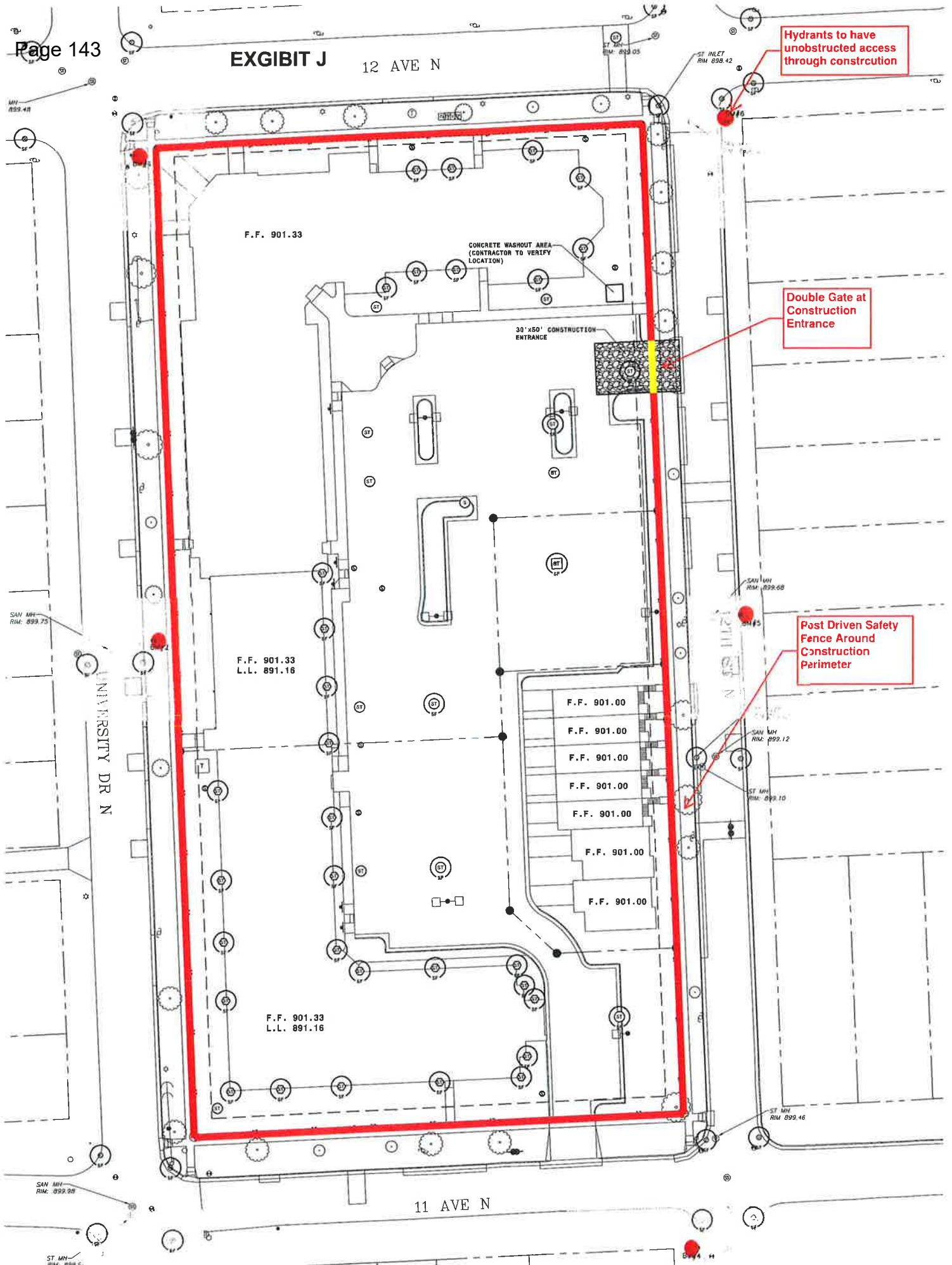


EXHIBIT J 12 AVE N



Hydrants to have unobstructed access through construction

Double Gate at Construction Entrance

Post Driven Safety Fence Around Construction Perimeter

FENCING & HYDRANTS

March 2, 2020

18

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

**Re: Memorandum of Offer to Landowner
Permanent & Temporary Easement (Storm Sewer) - Project #UR-20-A1**

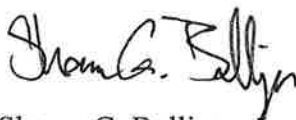
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent & temporary easement in association with Project #UR-20-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent & temporary easement from **Patrick W. & Katherine A. DeLaPointe** in association with Project #UR-20-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

Project UR-20-A1	County Cass	Parcel(s) 01-2400-00690-000
Landowner Patrick W & Katherine A Delapointe		
Mailing Address 615 9th St S Fargo, ND 58103		


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

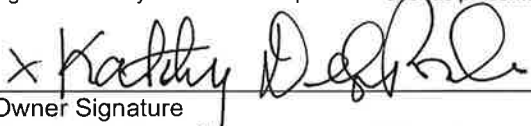
See enclosed easement(s).


I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,041.51 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	1,041.51
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	1,041.51

*Description of Damages to Remainder are as follows:


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


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


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney
MAYOR

SIGNATURE

DATE



EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **PATRICK W. & KATHERINE A. DELAPOINTE T/O/D**, 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 flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 40.00 feet of the southerly 20.00 feet of said Lot 2 less the easterly 20.00 feet of the southerly 10.00 feet thereof.

Said tract contains 600 square feet, more or less.

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 they 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. 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 on October 15, 2020.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor set its hand and caused this instrument to be executed
this 28 day of February, 2020.

GRANTOR:



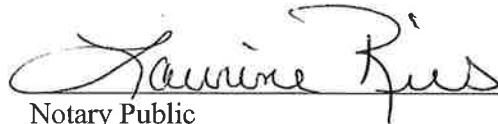
Patrick W. Delapointe

x 

Katherine A. Delapointe

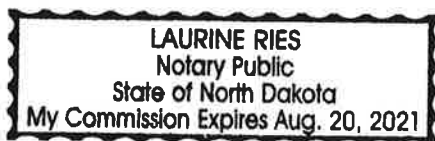
STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 28th day of Feb., 2020, before me, a notary public in and for said county and state, personally appeared **Patrick W. & Katherine A. Delapointe**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



Notary Public
Cass County, North Dakota

(SEAL)



GRANTEE:

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **TIMOTHY J. MAHONEY, M.D.** and **STEVEN SPRAGUE**, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
City of Fargo, Engineering Department
225 4th Street North,
Fargo, ND 58102
701-241-1545

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

EXHIBIT A

Permanent Easement Description:

A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 20.00 feet of the southerly 10.00 feet of said Lot 2.

Said tract contains 200 square feet, more or less.

Temporary Easement Description:

A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 40.00 feet of the southerly 20.00 feet of said Lot 2 less the easterly 20.00 feet of the southerly 10.00 feet thereof.

Said tract contains 600 square feet, more or less.



ENGINEERING DEPT.

EASEMENT

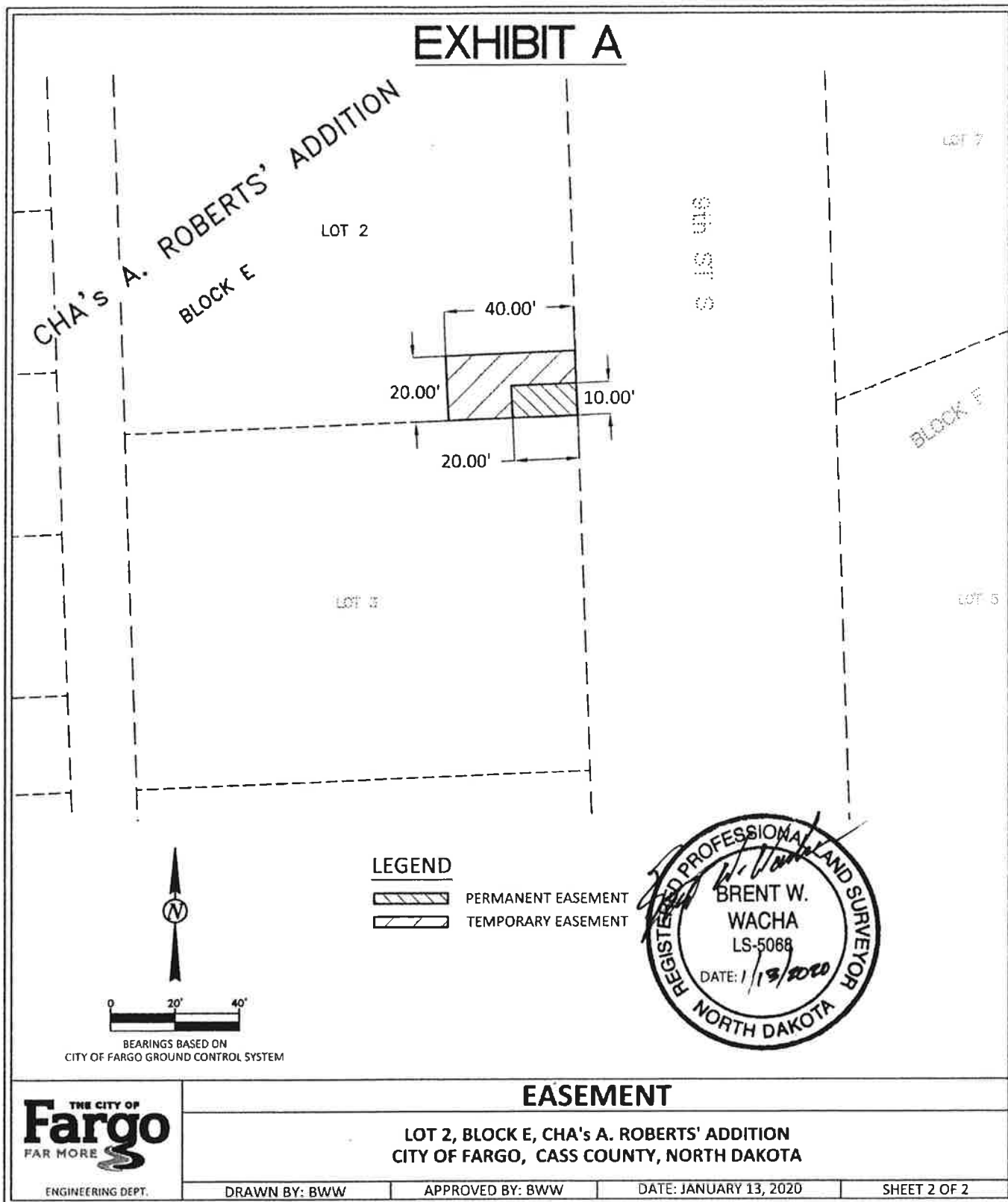
LOT 2, BLOCK E, CHA's A. ROBERTS' ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWV

APPROVED BY: BWV

DATE: JANUARY 13, 2020

SHEET 1 OF 2



PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **PATRICK W. & KATHERINE A. DELAPOINTE T/O/D**, hereinafter referred to as "Grantor", whether one or more, 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, CASS COUNTY, 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 constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 20.00 feet of the southerly 10.00 feet of said Lot 2.

Said tract contains 200 square feet, more or less.

Grantor, its successors and assigns, hereby covenant 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 tract 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 storm sewer and customary appurtenances, 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 or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer including 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 storm sewer and customary appurtenances was begun.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 20 day of February 2020.

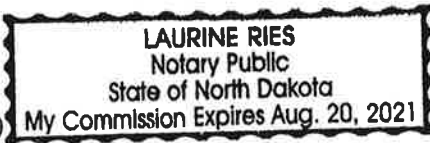
GRANTOR:

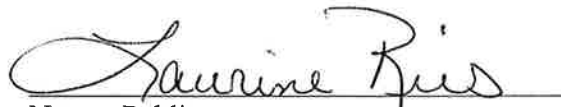

Patrick W. Delapointe

x 
Katherine A. Delapointe

STATE OF North Dakota)
COUNTY OF Cass) ss.

On this 28th day of Feb., 2020, before me, a notary public in and for said county and state, personally appeared **Patrick W. & Katherine A. Delapointe**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)  LAURINE RIES
Notary Public
State of North Dakota
My Commission Expires Aug. 20, 2021


Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo, Engineering Department
225 4th Street North,
Fargo, ND 58102
701-241-1545

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

EXHIBIT A

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A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 20.00 feet of the southerly 10.00 feet of said Lot 2.

Said tract contains 200 square feet, more or less.

Temporary Easement Description:

A tract of land in Lot 2, Block E, CHA's A. ROBERTS' ADDITION to the City of Fargo, Cass County, North Dakota more particularly described as follows:

The easterly 40.00 feet of the southerly 20.00 feet of said Lot 2 less the easterly 20.00 feet of the southerly 10.00 feet thereof.

Said tract contains 600 square feet, more or less.



ENGINEERING DEPT.

EASEMENT

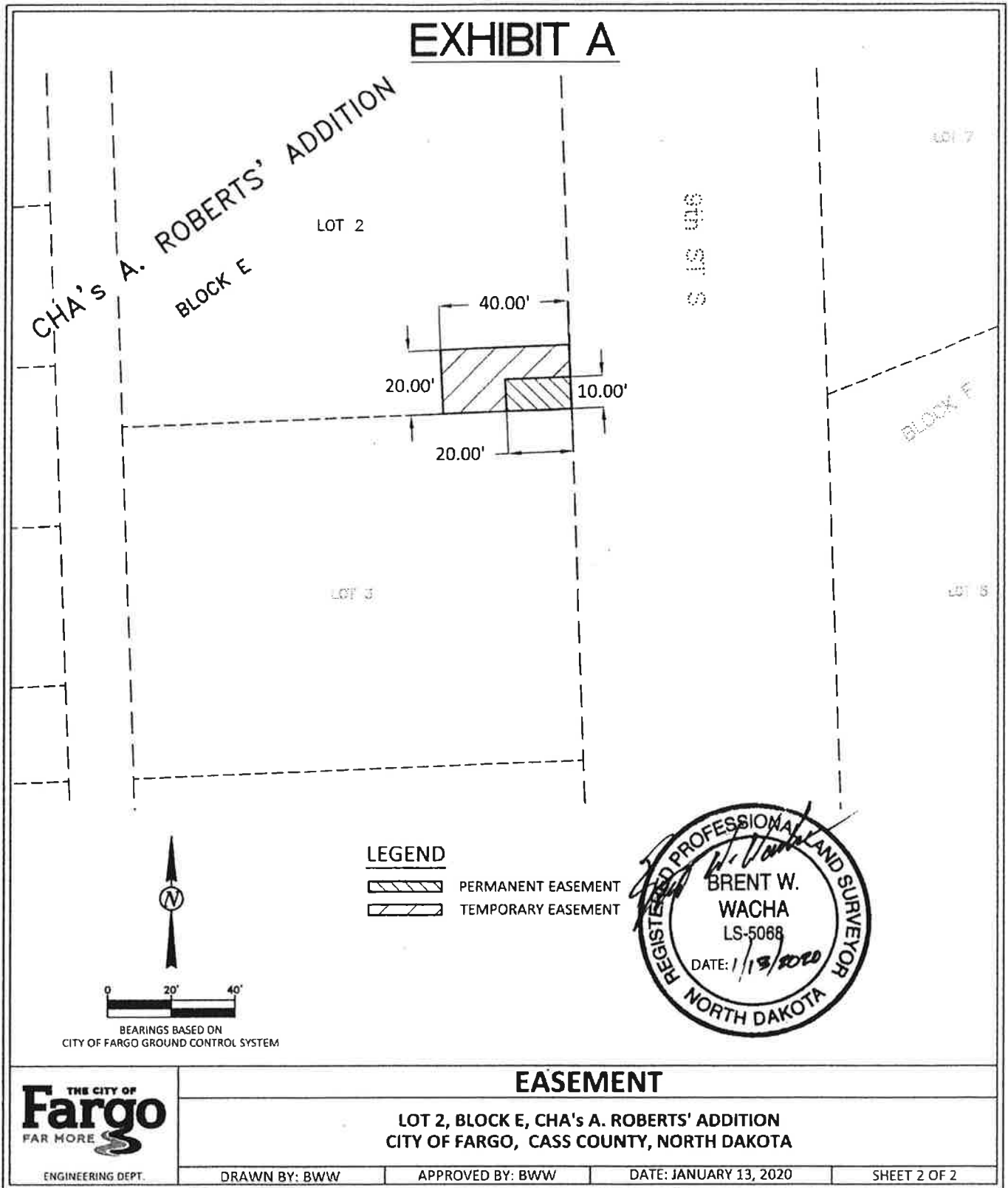
**LOT 2, BLOCK E, CHA's A. ROBERTS' ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

DRAWN BY: BWV

APPROVED BY: BWV

DATE: JANUARY 13, 2020

SHEET 1 OF 2



19

March 4, 2020

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

**Re: Roger A. and Deborah J. Thorseth – Purchase Agreement
Project #FM-19-A**

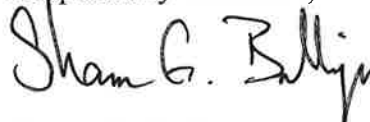
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Roger A. and Deborah J. Thorseth**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 902 41st Avenue North from **Roger A. and Deborah J. Thorseth** in association with Project #FM-19-A and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between Roger A. and Deborah J. Thorseth, husband and wife, the identified owner of the property located at 902 41st Avenue North, Fargo, North Dakota hereinafter "Seller" or "Owner", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot 8, Block 1, Riverwood 2nd Addition to the City of Fargo, County of Cass,
North Dakota.

Property Address: 902 41st Ave North, Fargo, ND

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property due to its proximity to the river and flood protection logistics; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

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

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.
2. Purchase Price. The purchase price for the Property is Five Hundred Seventy Five Thousand and no/100 dollars (\$575,000).
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. 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). City shall pay all costs associated with closing, including deed preparation and recordation.
5. 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.

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

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

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

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.

8. Replacement Housing Contingency. Seller agrees and understands that the City agrees to enter into this Agreement with the understanding that Seller intends to purchase the property located at 3022 31st Street South, Fargo, ND. and that City shall have no further and additional liability for replacement housing differential, including tax reductions, damages under any state or federal or special assessments.

9. Relocation Assistance. Seller may qualify as a "displaced person," as the term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (42 U.S.C. 4601, et seq.) and under Chapter 54-01.1 of the North Dakota Century Code. The Purchase Price does not include relocation assistance. If the Seller qualifies as a displaced person and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments in a separate written agreement.

10. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance. The parties further agree that all carpeting, light fixtures, window coverings, dishwasher, and other appliances affixed to the property are included in this transaction, unless excepted herein:

Items Identified for Removal by Seller:

Hastas to be removed in a professional manner, as well as the blinds, and light fixtures to be removed by a licensed professional.


11. 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.

12. 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 4th day of March, 2020.

SELLER:


Roger A. Thorseth

SELLER:


Deborah J. Thorseth

DATED this ____ day of _____, 2020.

BUYER:

City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

March 4, 2020

20

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

**Re: Allison Kenninger – Purchase Agreement
Project #FM-19-A**

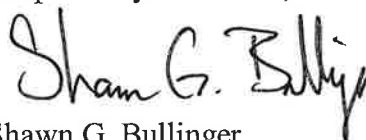
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement and Occupancy Agreement signed by **Allison Kenninger**. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of the property located at 901 42nd Avenue North from **Allison Kenninger** in association with Project #FM-19-A and that the Mayor and City Auditor be instructed to execute the Purchase Agreement and Occupancy Agreement on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **Allison Kenninger** the identified owner of the property located at 901 42nd Ave North in Fargo, North Dakota hereinafter "Seller" or "Owner", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

Lot Six (6), in Block Six (6), in Riverwood Third Addition to the City of Fargo, situate in the County of Cass and The State of North Dakota.

Property Address: 901 42nd Ave North, Fargo, ND

WHEREAS, Owner desires to sell, and the City of Fargo is willing to purchase Owner's property due to its proximity to the river and flood protection logistics; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

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

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

2. **Purchase Price.** The purchase price for the Property is Six Hundred Fifty-Five Thousand and no/100 dollars (\$655,000).

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. **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). City shall pay all costs associated with closing, including deed preparation and recordation.

5. **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.

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

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

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of \$1,000/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

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.

8. Relocation Assistance. Seller may qualify as a "displaced person," as the term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (42 U.S.C. 4601, et seq.) and under Chapter 54-01.1 of the North Dakota Century Code. The Purchase Price does not include relocation assistance. If the Seller qualifies as a displaced person and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments in a separate written agreement.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance. The parties further agree that all carpeting, light fixtures, window coverings, dishwasher, and other appliances affixed to the property are included in this transaction, unless excepted herein:

Items Identified for Removal by Seller:

Shed, hot tub, basketball hoop,
garage fridge + freezer

10. 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.

11. 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.

(Signatures on following page.)

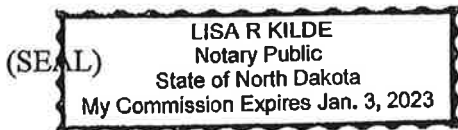
DATED this 27 day of February, 2020.


SELLER:


Allison Kenninger, a single person

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

On this 27 day of February, 2020, before me, a notary public in and for said county and state, personally appeared Allison Kenninger, a single person, to me known to be the persons described in and who have executed the within and foregoing instrument, and acknowledged to me that they executed the same.




Notary Public
Cass County, North Dakota

DATED this ____ day of _____, 2020.

BUYER:
City of Fargo, a North Dakota
municipal corporation

Timothy J. Mahoney M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **TIMOTHY J. MAHONEY, M.D.** and **STEVEN SPRAGUE**, to me known to be the Mayor and Auditor, respectively, of the **CITY OF FARGO**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public

The legal description was prepared by:
A previously recorded document.

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

OCCUPANCY AGREEMENT

THIS AGREEMENT, made by and between, ALLISON KENNINGER, "Occupant" of property located at 901 42nd Ave North, 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 ^{April} ~~May 30~~, 2020, unless otherwise agreed. Extensions may be requested in writing by occupant. 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 ^{April} ~~May 30~~, 2020, 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 27 day of February, 2020.

SELLER:


Allison Kenninger, a single person

Dated this ____ day of _____, 2020.

THE CITY OF FARGO, NORTH DAKOTA

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

ATTEST:

Steve Sprague, City Auditor

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(21)

Type: License Agreement for Skyway Decal

Location: Broadway – between 1st and 2nd Ave N

Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, and Planning Coordinator, Maegin Elshaug regarding a request from the Arts and Culture Commission to install a perforated vinyl decal on the south side of the Broadway Skyway.

The Arts and Culture Commission approved the funding of \$11,342.00, which included a 40% sponsor discount by the printer and installer.

The Committee discussed the project aspects of transparency and that the City will be responsible for its removal upon the end of its life.

On a motion by Mayor Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the Broadway Skyway Project and License Agreement for this project.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the License Agreement for the Skyway Decal Project.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Kristy Schmidt, Civil Engineer
Maegin Elshaug, Planning Coordinator

Date: February 26, 2020

Re: Decal Installation on Broadway Skyway

Background:

Artist Emily Williams-Wheeler has proposed a public art project which requires the installation of a perforated vinyl decal on the south side of the Broadway Skyway, located on Broadway near 2nd Avenue North. The perforated vinyl material used for the decal is the same material applied to buses for advertisements, and only a portion of the south side of the skyway will be wrapped in vinyl. Pedestrians in the skyway will still be able to see out to the street below. In preparation for the project, the artist met with representatives from the Planning Department, Engineering Department, the City Auditor, and the Facilities Director; no initial concerns were raised about the placement of the vinyl decal. To date, the Skyway Committee, Police Department, and the Downtown Task Force have been informed about the potential project, with no comments received. A rendering of the design and additional project information is attached.

At their December 18 meeting, the Arts and Culture Commission approved funding for the project, for a total of \$11,342. Also attached is a license agreement. Upon installation of the project and acceptance by the Planning Department, the City will be responsible for maintenance and removal.

Recommended Motion:

Approval of the Broadway Skyway Project and license for this project.

ME/KLS/klo
Attachments



CALL TO ARTISTS: PUBLIC ART PROJECTS - APPLICATION

Applicants are expected to lead project processes, develop and implement the project, and work independently.

Project Information

Project Name: Decal installation on Broadway Skywalk
Organization Name: Emily Williams-Wheeler, Studio e
Legal Structure of Organization, if applicable: Sole Proprietorship
Amount Requested: \$11,342.00
Date Submitted: _____

Applicant Contact Information:

Name: Emily WilliamsWheeler
Address: 412 9th Ave S, Fargo, ND 58103-2831
Phone: 701.446.7675
Email: emily@emilywilliamswheeler.com

Property Owner: I authorize the applicant to speak for me in matters regarding this application. Any agreement made by the applicant regarding this proposal will be binding upon me. I authorize City of Fargo staff to enter the property for the purpose of observing and taking photographs of the project area for presentation and for inspections to insure consistency of project proposal. Owner agrees work will be performed exactly as approved or they will apply for revisions prior to work commencing.

Owner Name: _____

Owner Signature: _____ Date: _____



Description of Project and Project Goals

Project Proposal Narrative: (500 words)

I am proposing the application of a weather-resistant decal be applied to the south side of the exterior of the Broadway Skywalk. The product is the same as what our city buses are wrapped in for marketing and advertisement. My intention is to bring color to downtown Fargo and to create interest for pedestrians and drivers, as well for those who work and live downtown. The images on the skyway will be of the changing of the seasons using simple tree shapes and colored circles to represent leaves and snow flakes and anything in between. This artwork should bring smiles and warmth and should not be disturbing. It should be timeless in its representation of the seasons. It will bring on a new level of sophistication to the heart of downtown.

The wrap that will be placed on the windows will cover 10 panes. Those panes are the ones which line up with the street width. Three panes on either side of the installation will remain as they are (6 total). Because the windows are tinted, the application must be done to the exterior. The wrap is perforated just like on the city buses and will not prevent those on the skywalk from seeing outside. I propose that we only wrap the south side because the trees on the north side will block much of the art and that will leave one side of the skywalk as it is.

Project purpose or inspiration: (250 words)

The completed project will add color and interest to an area that is mostly neutral in color. People will take note, start a conversation, criticize, and admire. This is place making and with that comes a reminder to visitors that Fargo is not predictable, is inviting, is very interesting and memorable.

List any collaborators or partners:

I will be working with Knight Printing to scan my artwork so it is of the quality necessary to print. Office Sign Company will print the images on perforated vinyl and will install the artwork.

What is the Value to the Fargo Community?

Color! This art project will add the punch of color missing from the downtown. It can be seen from more than a block away and will not only give a grand impression for newcomers and visitors, it will add a warmth that is currently missing from downtown- especially in the winter. The buildings on either side of the skywalk are mostly grays and neutrals. This should bring a smile for years.

How will the project be marketed or advertised?

This project will speak for itself, however I see it being a great image to add to the brochures at the Fargo-Moorhead Convention and Visitors Bureau.



Funds Requested:

\$11,342.00

Update: at December meeting, applicant updated amount requested

Project Budget (include other funds if appropriate for total project budget):

Artwork = 10hrs/panel x 10 panels x \$50/hour = \$5,000

Materials for creating artwork = \$400

Scan of artwork = \$1,002.50

Printing and installation = \$7,232.50

Subtotal = \$13,635

40% Sponsor discount from Office Sign Company = (\$2,893.00)

TOTAL = \$10,742

Anticipated timeline:

This project must be installed above 50 degrees to make adhesion successful. Therefore, it would probably be installed in the late spring or early summer. It will depend on when the most practical time to close the street would be. The actual painting will take a long time to create and will begin in late January.

How will success be measured?

Art is subjective and the success of this project will be measured by how much color, enhancement, and interest it brings to downtown. We want people who live in Fargo to enjoy it and those who are visiting to remember it.

Additional Items

- Include resume, curriculum vitae, or bio with application.
- Images, videos or website links that convey the project are encouraged.
- In the event that the ACC commits funds, the Commission must be listed as a sponsor on all publications, including social media.
- In the event funds are committed and the project is not completed, funds must be returned to the ACC.
- The application is not an agreement of funding for the project.
- For questions, contact the Fargo Planning Department at Planning@FargoND.Gov.
- Submit applications to Planning@FargoND.Gov or Planning Department.

Anticipated Application and Review Timeline:

- September 9th: Release of Application Notice
- October 11th: City of Fargo Public Art Question and Answer Information Session
- November 15th: Applications Due by 12:00 Noon, Central Standard Time
- Week of December 2nd: Selection Committee Review with Optional Artist Presentations
- December 18th: ACC Meeting; Anticipated Decision Reconciliation
- Mid-January 2020: Initiate collaborative timeline development with artist

Arts & Culture Commission

RFP November 2019

Submitted by Emily Williams-Wheeler.

I was able to have a meeting at City Hall with Maegin Elshaug and Maggie Squyer of the Fargo City Planning Department, Steve Sprague, City Auditor, Brock Morrison, Facilities Director, and Kristy Schmidt of the Engineering Department. I have been onsite with Jack Yakowicz of Office Sign Company to determine the size and scope of this project. I have also spoken with Teresa Laaveg of Knight Printing. These people were a delight to speak with and are supportive of the project. They had great comments and insight.

In my previous proposal, I had spoken with the then president of the Downtown Neighborhood association regarding the project. I also asked some pedestrians on the street for their opinions regarding artwork on the skywalk and they were positive in their comments.

The mock-up conceptual drawing is just that, conceptual. This is not a finished drawing. At this point, I do not want to create a more detailed drawing if there is no interest in taking this project any further.

If the project is a go, I will be creating a 2'H x 9'L painting which will be scanned for the correct resolution by Knight Printing so the image will be ready for printing at Office Sign Company.

Installation will require closing the street for a day, which the city planning and engineering departments are aware of. The cost of a permit to do this is being absorbed by Office Sign Company. Office Sign Company is also providing a very generous 40% sponsorship discount on the whole project.

There should be no required efforts to maintain this installation. The perforated vinyl material which will be used is the same material applied to buses for advertisements. The decals on the buses have lasted years. The perforated vinyl means that those on the skywalk can see out to the street below.

Emily Williams-Wheeler

Artist, Studio e



**BROADWAY SKYWAY ARTWORK PROJECT
LICENSE AGREEMENT**

THIS SKYWAY ARTWORK LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into on the ____ day of _____, 2020, by and between the CITY OF FARGO, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND 58102 (hereinafter "City") and EMILY WILLIAMS-WHEELER d/b/a STUDIO e, whose address is 412 9th Avenue South, Fargo ND 58103 (hereinafter "Studio e" or "Artist").

WHEREAS, Studio e proposed and applied to produce a public art project to the City, which the City accepted and awarded the grant to Studio e; and,

WHEREAS, the public art project will consist of a weather-resistant decal applied to the south side of the exterior of the skyway on Broadway (hereinafter "Skyway Project"); and,

WHEREAS, the City and Studio e entered into an agreement for the production of the Skyway Art Project in exchange for grant funding; and,

WHEREAS, it is necessary for City and Studio e to enter into this Agreement to establish terms of the license Studio e hereby grants to the City; and,

NOW, THEREFORE, based upon the mutual covenants and consideration as set forth herein, it is hereby agreed:

1. Studio e warrants and represents that Studio e is the sole legal owner of all right, title and interest in the Skyway Project, including all related intellectual property interests such as trademarks and the sole and exclusive copyright in all artwork, and has the full right and authority to enter this Agreement and grant the rights granted in this Agreement.
2. The Skyway Project that is the subject of this Agreement is that certain work of art described more fully as follows:

Weather-resistant decal applied to the south side of the exterior of the Broadway Skyway. The images will generally consist of tree shapes and colored circles to represent changing of the seasons.

3. Studio e shall indemnify, defend, and hold the City, their respective directors, officers, agents, and employees harmless for any losses, claims, or damages incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the display of the Skyway Project.
4. Studio e will retain the copyright of the selected artwork; however, Studio e hereby grants to the City a license for both a high-definition digital image of the Artwork

and the right to copy said image on to the south side of the skyway on Broadway, to reproduce said Skyway Project as the same be necessary due to deterioration, weathering, or destruction in any manner of the original vinyl exterior art panels; and to use the artwork in any media forum, postings, display, or reproduction for any purpose, including, without limitation, the purposes of promotion or any commercial or non-commercial purpose; including use in a documentary video or other story. Studio e grants to the City a license to use the Skyway Project for said purposes.

5. Studio e understands and agrees that the display of the Skyway Project is subject to the sole discretion of the City and any or all of the Skyway Project may be removed at any time at the sole and exclusive discretion of the City. Except in the event of an emergency, when practicable, City shall give Artist three (3) days' notice of the Artwork's removal and shall give the Artist the opportunity to take possession of the Skyway Project. The City does not guarantee a specific length of time for the display of the Skyway Project.
6. Studio e consents to the unrestricted use of images in connection with any promotion of the City, including, but not limited to, any photographs of the Skyway Project, the use of its name in connection, or the Artist associated therewith.
7. Studio e shall have sole responsibility for the production and installment of the Skyway Project decal with the Office Sign Company.
8. Upon the City's formal acceptance of the Skyway Project, City shall be solely responsible for the Skyway Project. After formal acceptance, Studio e will assign to the City any and all warranties covering the Skyway Project, including but not limited to the one (1) year warranty from the Office Sign Company.
9. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of the City to grant such permission, which may now or hereafter exist.
10. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in the District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
11. The failure or delay of the City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

12. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
13. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
14. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO,
a North Dakota municipal corporation

EMILY WILLIAMS-WHEELER
d/b/a STUDIO E

Timothy J. Mahoney, M.D., Mayor



Emily Williams-Wheeler, Artist

ATTEST:

Steven Sprague, City Auditor

ACCEPTANCE

The City hereby formally accepts the Skyway Project from Studio e.

DATE: _____

Planning Department

(22)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-19-C1 Type: Negative Final Balancing Change Order #1

Location: 42nd St S, from 19th to 32nd Ave S Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	3/9/2020
PWPEC File	X
Project File	Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, regarding Negative Final Balancing Change Order #1 in the amount of \$-355,747.64, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of \$-355,747.64, bringing the total contract amount to \$1,926,705.36.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-355,747.64, bringing the total contract amount to \$1,926,705.36 to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Sales Tax

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


Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Project No	PR-19-C1	Change Order No	1
Project Name	Concrete Pavement Rehabilitation & Incidentals		
Date Entered	2/18/2020	For	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: 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 (\$)
Paving	1	Temp Fence - Safety	LF	600.00	0.00	600.00	-498.00	102.00	5.00	-2,490.00
	2	Remove Pavement All Thicknesses All Types	SY	1,500.00	0.00	1,500.00	-83.00	1,417.00	20.00	-1,660.00
	4	Repair Inlet	EA	8.00	0.00	8.00	-4.00	4.00	3,000.00	-12,000.00
	5	Modify Inlet Type A	EA	6.00	0.00	6.00	-4.00	2.00	1,500.00	-6,000.00
	6	Modify Inlet Type B	EA	4.00	0.00	4.00	-4.00	0.00	2,500.00	-10,000.00
	7	F&I Geogrid - Subgrade Reinf	SY	4,000.00	0.00	4,000.00	-650.00	3,350.00	8.00	-5,200.00
	8	Rem & Repl Curb & Gutter	LF	3,300.00	0.00	3,300.00	-597.00	2,703.00	48.00	-28,656.00
	9	Repair Pavement - Partial Depth Conc	SF	500.00	0.00	500.00	-65.00	435.00	100.00	-6,500.00
	10	Rem & Repl Pavement 10" Thick Doweled Conc	SY	5,700.00	0.00	5,700.00	-188.00	5,512.00	155.00	-29,140.00
	11	F&I Median Nose - Conc	SY	40.00	0.00	40.00	28.00	68.00	300.00	8,400.00
	12	F&I Sidewalk Curb	LF	40.00	0.00	40.00	-40.00	0.00	45.00	-1,800.00
	13	F&I Sidewalk 4" Thick Reinf Conc	SY	1,650.00	0.00	1,650.00	-238.00	1,412.00	55.00	-13,090.00
	14	F&I Sidewalk 6" Thick Reinf Conc	SY	210.00	0.00	210.00	47.00	257.00	60.00	2,820.00
	15	Remove Sidewalk All Thicknesses All Types	SY	2,280.00	0.00	2,280.00	-283.00	1,997.00	16.00	-4,528.00
	16	F&I Impressioned 6" Thick Reinf Conc	SY	500.00	0.00	500.00	-162.00	338.00	100.00	-16,200.00
	17	F&I Det Warn Panels Cast Iron	SF	350.00	0.00	350.00	-26.80	323.20	60.00	-1,608.00
	18	F&I Casting - Inlet	EA	9.00	0.00	9.00	-5.50	3.50	1,800.00	-9,900.00

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	19	F&I Casting - Std Manhole	EA	4.00	0.00	4.00	-4.00	0.00	620.00	-2,480.00
	20	F&I Casting - Floating Manhole	EA	9.00	0.00	9.00	-8.00	1.00	1,720.00	-13,760.00
	21	Casting to Grade - w/Conc	EA	32.00	0.00	32.00	-6.00	26.00	800.00	-4,800.00
	22	GV Box to Grade - w/Conc	EA	5.00	0.00	5.00	-2.00	3.00	600.00	-1,200.00
	23	Repair Pavement - Patch Asph	SY	40.00	0.00	40.00	-40.00	0.00	175.00	-7,000.00
	24	F&I Aggregate for Asph Pavement FAA 43	TON	900.00	0.00	900.00	-157.27	742.73	56.00	-8,807.12
	25	F&I Asphalt Cement PG 58-34	GAL	12,558.00	0.00	12,558.00	-3,296.46	9,261.54	2.50	-8,241.15
	26	F&I Traffic Surface Gravel	TON	2,300.00	0.00	2,300.00	-560.93	1,739.07	30.00	-16,827.90
	27	Mill / Grind Conc Pvmnt	SY	11,000.00	0.00	11,000.00	-4,450.00	6,550.00	10.00	-44,500.00
	28	Topsoil - Import	CY	600.00	0.00	600.00	-360.00	240.00	40.00	-14,400.00
	29	Mulching Type 1 - Hydro	SY	4,500.00	0.00	4,500.00	-1,286.00	3,214.00	1.10	-1,414.60
	30	Seeding Type B	SY	4,500.00	0.00	4,500.00	-1,048.00	3,452.00	1.10	-1,152.80
	31	F&I Erosion Control Blanket Type 3	SY	1,400.00	0.00	1,400.00	-992.00	408.00	2.80	-2,777.60
	32	Inlet Protection - Existing Inlet	EA	22.00	0.00	22.00	-4.00	18.00	200.00	-800.00
	34	Construction Signing	SF	120.00	0.00	120.00	-110.00	10.00	57.20	-6,292.00
	35	Flagging	MHR	1,400.00	0.00	1,400.00	-1,276.25	123.75	50.00	-63,812.50
	37	Relocate Sign Assembly	EA	10.00	0.00	10.00	-10.00	0.00	150.00	-1,500.00
	38	F&I Rock Mulch	TON	15.00	0.00	15.00	-10.00	5.00	200.00	-2,000.00
	42	F&I Jersey Barrier	LF	20.00	0.00	20.00	14.00	34.00	400.00	5,600.00
Paving Sub Total (\$)	58	* Install Median Signs & Delineators	LS	0.00	0.00	0.00	1.00	1.00	4,922.50	4,922.50
	61	* Traffic Control - 45 St & 32 Ave Pvmt Blowout	LS	0.00	0.00	0.00	1.00	1.00	1,566.29	1,566.29
										-327,228.88
Pavement Markings	43	F&I Grooved Plastic Film 4" Wide	LF	400.00	0.00	400.00	238.00	638.00	9.90	2,356.20
	44	F&I Grooved Plastic Film 8" Wide	LF	800.00	0.00	800.00	-242.00	558.00	16.50	-3,993.00
	45	F&I Grooved Plastic Film 16" Wide	LF	80.00	0.00	80.00	-20.00	60.00	31.00	-620.00
	46	F&I Grooved Plastic Film 24" Wide	LF	280.00	0.00	280.00	-40.00	240.00	39.60	-1,584.00
	47	F&I Grooved Contrast Film 7" Wide	LF	800.00	0.00	800.00	-300.00	500.00	15.40	-4,620.00
	48	F&I Grooved Plastic Film Message	SF	350.00	0.00	350.00	-302.00	48.00	39.60	-11,959.20



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

Pavement Markings	49	Obliterate Pavement Markings	SF	500.00	0.00	500.00	-500.00	0.00	5.50	-2,750.00
	50	Paint Epoxy Message	SF	600.00	0.00	600.00	-235.25	364.75	18.70	-4,399.18
	51	F&I Methacrylate 6" Wide	LF	72.00	0.00	72.00	-72.00	0.00	42.00	-3,024.00
	52	F&I Methacrylate 16" Wide	LF	36.00	0.00	36.00	-36.00	0.00	72.00	-2,592.00
	57	* Paint Epoxy Line 4" Wide	LF	0.00	0.00	0.00	0.44	0.44	4,857.60	2,147.06
Pavement Markings Sub Total (\$)										-31,038.12
Traffic Signals	55	F&I Detection In-Ground Loop	EA	4.00	0.00	4.00	-1.00	3.00	2,500.00	-2,500.00
	56	F&I Detection Preformed Loop	EA	11.00	0.00	11.00	5.00	16.00	900.00	4,500.00
	59	* Raised Pull Box to Grade	LS	0.00	0.00	0.00	1.00	1.00	172.70	172.70
	60	* Detectable Loop Repair	LS	0.00	0.00	0.00	1.00	1.00	346.66	346.66
Traffic Signals Sub Total (\$)										2,519.36
Grand Total (\$)										-355,747.64

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-355,747.64
0.00
2,282,453.00
1,926,705.36

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
-------------------------------------	-------------------------------	--	----------------------------------	---------------------------------	---------------------------

10/14/2019

0.00

0.00

10/14/2019

Description

APPROVED

[Signature] 2/18/20

For Contractor

Dakota Underground Company

APPROVED DATE

Department Head

[Signature] 3/3/2020



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Project Manager

Mayor

Attest

COVER SHEET
CITY OF FARGO PROJECTS

23a

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 and Reconstruction of City Order Sidewalks & Biketrails

Project No. SR-20-A

Call For Bids	<u>March 9</u>	<u>2020</u>
Advertise Dates	<u>March 16, 23 & 30</u>	<u>2020</u>
Bid Opening Date	<u>April 15</u>	<u>2020</u>
Substantial Completion Date	<u>September 25</u>	<u>2020</u>
Final Completion Date	<u>October 16</u>	<u>2020</u>

N/A PWPEC Report (Attach Copy (**Part of the 2020 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. (701) 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 AND RECONSTRUCTION OF CITY ORDER SIDEWALKS & BIKETRAILS

PROJECT NO. SR-20-A

Nature & Scope

This project is for new construction and reconstruction of sidewalk and curb ramps throughout the City of Fargo.

Purpose

To install and reconstruct sidewalks, biketrails and curb ramps ordered by the City Commission.

Feasibility

The estimated construction cost is \$804,320.00. The Project will be funded by Special Assessments, Infrastructure Sales Tax Funds and Storm Sewer Utility as follows:

Assessed Costs to Benefitting Properties

Estimated Sidewalk Construction Cost:	\$ 443,570.00
Plus 10% Engineering Fees:	\$ 44,357.00
Plus 3% Legal Fees:	\$ 13,307.10
Plus 4% Administration Fees:	\$ 17,742.80
Plus 4% Interest Fees:	\$ 17,742.80
Plus 10% Contingency	<u>\$ 44,357.00</u>
Total Estimated Assessed Cost:	\$ 581,076.70

Curb Ramps and City Share of Sidewalks

Estimated Construction Cost:	\$ 303,900.00
Plus 10% Engineering Fees:	\$ 30,390.00
Plus 3% Legal Fees:	\$ 9,117.00
Plus 4% Administration Fees:	\$ 12,156.00
Plus 4% Interest Fees:	\$ 12,156.00
Plus 10% Contingency	<u>\$ 30,390.00</u>
Total Estimated Construction Cost:	\$ 398,109.00

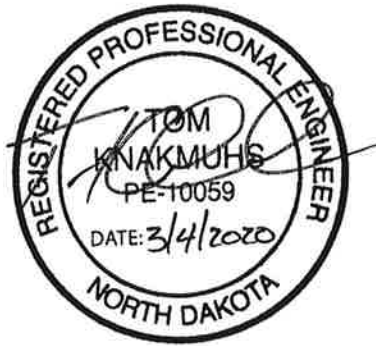
Storm Water Lift Station


Estimated Construction Cost:	\$ 56,850.00
Plus 10% Engineering Fees:	\$ 5,685.00
Plus 3% Legal Fees:	\$ 1,705.50
Plus 4% Administration Fees:	\$ 2,274.00
Plus 4% Interest Fees:	\$ 2,274.00
Plus 10% Contingency	<u>\$ 5,685.00</u>
Total Estimated Construction Cost:	\$ 74,473.50

Totals

Estimated Assessed Cost (55.1%):	\$ 581,076.70
Estimated Infrastructure Sales Tax Funds (37.8%):	\$ 398,109.00
Estimated Storm Sewer Utilities (7.1%):	\$ 74,473.50
Total Estimated Cost:	\$1,053,659.20

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

236

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:

Traffic Signal, Street Light Maintenance & Incidentals

Project No. TR-20-A

Call For Bids March 9, 2020

Advertise Dates March 16, 23 & 30, 2020

Bid Opening Date April 15, 2020

Substantial Completion Date September 15, 2020

Final Completion Date October 15, 2020

N/A PWPEC Report (Attach Copy) **Part of 2020 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)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 298 - 6925

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

TRAFFIC SIGNAL, STREET LIGHT MAINTENANCE & INCIDENTALS

PROJECT NO. TR-20-A

Nature & Scope

This project calls for replacement of 56 pedestrian signal LED countdown heads, the replacement of 434 traffic signal vehicle LED heads, the replacement of 277 street light fixtures and the installation of flashing yellow arrows at University & 17th Avenue South, 13th Avenue & 34th Street South, Main Avenue & 42nd Street, and 10th Street & 1st Avenue North.

Purpose

This project is part of the annual maintenance program of the Citywide traffic signal and street lighting system.

Feasibility

The estimated construction cost of the project is \$327,120.50. The project will be funded by Street Light and Traffic Control Devices Utility Fund and Infrastructure Sales Tax as follows:

<u>Estimated Construction Cost:</u>	\$ 327,120.50
Plus 10% Engineering Fees:	\$ 32,712.05
Plus 3% Miscellaneous/Legal Fees:	\$ 9,813.61
Plus 4% Interest Fees:	\$ 13,084.82
Plus 4% Administration Fees:	\$ 13,084.82
Plus 10% Contingency Fees:	<u>\$ 32,712.05</u>
Total Project Cost:	\$ 428,527.85

Project Funding Summary:

Infrastructure Sales Tax (50%):	\$ 214,263.92
Street Light & Traffic Control Devices Utility Fund (50%):	\$ 214,263.92

We believe this project to be cost effective.



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

Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

23C

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:

Pavement Markings & Incidentals

Project No. TM-20-B

Call For Bids March 9, 2020

Advertise Dates March 16, 23 & 30, 2020

Bid Opening Date April 15, 2020

Substantial Completion Date August 15, 2020

Final Completion Date September 15, 2020

N/A PWPEC Report (**Part of 2020 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)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 241-1545

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

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

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
PAVEMENT MARKINGS & INCIDENTALS
PROJECT NO. TM-20-B

Nature & Scope

This project calls for new pavement markings at various locations Citywide. The goal of the project is to replace existing pavement markings that are faded or are non-existent.

Purpose

The purpose of the project is to replace existing pavement markings to provide safer road conditions.

Feasibility

The estimated cost of construction is summarized as follows:

<u>Estimated Construction Cost:</u>	\$ 402,146.00
Plus 10% Engineering Fees:	\$ 40,214.60
Plus 3% Legal and Miscellaneous Cost:	\$ 12,064.38
Plus 4% Interest Cost:	\$ 16,085.84
Plus 4% Administration Fees:	\$ 16,085.84
Plus 10% Contingency Fees:	\$ 40,214.60
Total Estimated Project Cost:	\$ 526,811.26

This project will be funded with Infrastructure Sales Tax Funds.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

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March 4, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-20-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 4, 2020, for Street Rehabilitation & Incidentals, Project No. PR-20-A1, located at various streets and avenues in the City of Fargo.

The bids were as follows:

Asphalt Surface Tech Corp	\$66,990.00
Northwest Asphalt & Maintenance	\$67,850.00
Roadway Services, Inc.	\$69,610.00
Engineer's Estimate	\$75,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Asphalt Surface Tech Corp in the amount of \$66,990.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # PR-20-A1

Street Rehabilitation & Incidentals

Various streets and avenues in the City of Fargo

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Street Rehabilitation & Incidentals Project # PR-20-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving				
1 Mobilization	LS	1.00	1,500.00	1,500.00
2 Repair Crack - Fill	LB	29,000.00	1.60	46,400.00
3 Repair Crack - Rout and Fill	LF	3,000.00	0.61	1,830.00
4 Repair Crack - Level	LF	4,000.00	3.94	15,760.00
5 Traffic Control - Minor	LS	1.00	1,500.00	1,500.00
			Paving Total	66,990.00
			Total Construction in \$	66,990.00
			Engineering	10.00 %
			Legal & Misc	3.00 %
			Contingencies	10.00 %
			Administration	4.00 %
			Interest	4.00 %
			Total Estimated Costs	87,756.90
			Sales Tax Funds - Infrastructure - 420	87,756.90
			Unfunded Costs	0.00

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

Date: 03/04/2020



Tom Knakmuhs

Assistant City Engineer



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March 5, 2020

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

Subject: Sole Source – Avista Technologies, Inc.

Dear Commissioners:

Water Utility staff is seeking sole source approval for Avista Technologies, Inc. (Avista) to provide chemicals for the Reverse Osmosis (RO) system in the Membrane Water Treatment Plant (MWTP). The 2020 Water Utility budget (Fund 501/Division 3051) accounts for chemical purchases from Avista. This sole source request was presented to the City of Fargo Finance Committee and approved in January 2020. Since the annual cost of chemical from Avista will exceed \$50,000, Water Utility staff is requesting sole source approval from the City Commission. The 2019 cost of using Avista chemicals was approximately \$263,000. Water Utility staff is requesting approval of up to \$300,000 for Avista purchases in 2020.

As stated in the attached sole source request form, Water Utility staff recommends using Avista products for the first few years of MWTP operation. Avista chemicals were used during Reverse Osmosis system equipment pilot work in 2012-13 and during MWTP startup in 2018-19. The replacement cost of RO elements in the MWTP is about \$1.8 million. In the opinion of Water Utility personnel, the use of Avista products protects the capital investment in RO elements and reduces the number unknown variable during the optimization and learning period for the MWTP.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

C: Bruce Grubb, City Administrator

SUGGESTED MOTION:

Approve sole source request with Avista Technologies, Inc. for water treatment chemicals for the Reverse Osmosis system in the Membrane Water Treatment Plant up to \$300,000.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Avista Technologies, Inc.

Estimated Dollar Amount of Purchase:

Depends - MWTP flow/river chemistry

The project/service is required to:

This sole source request is to purchase chemicals for Membrane Water Treatment Plant (MWTP) start-up from Avista Technologies, Inc (Avista). Per attached draft AE2S memo, there are 15 chemicals (or categories of chemicals) required for MWTP operation. Water Utility staff is recommending a sole source with Avista for 3 of the chemical categories. These chemicals are highlighted on the AE2S memo. The other 12 chemical categories can be bid through normal procurement processes. The chemicals from Avista are proprietary chemicals used during Reverse Osmosis (RO) equipment pilot testing in advance of MWTP design. The sole source with Avista will reduce risk and unknowns during start-up of the MWTP. The start-up process may be challenging enough without introducing added unknowns of alternate RO chemicals. The MWTP (chemical costs) were anticipated in the 2020 budget under Fund 501.

Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Reverse Osmosis (RO) chemicals from Avista Technologies, Inc. were used during pilot testing prior to MWTP design. Water Utility staff requests using Avista during MWTP startup to reduce the number of unknowns and uncertainty. Based on pilot study information, it is known which Avista products work with the RO elements being installed in the MWTP. The replacement cost of RO elements is estimated at \$1.79 million, if significant element damage were to occur. After the MTWP successfully operates for a few years and water plant staff has adapted to it's operation, it is the intention of Water Utility staff to look at other options for the 3 chemical categories requested under this sole source. Avista also has performed RO element autopsies in Fargo MWTP at no-charge to help optimize the chemical used and cleaning procedures.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

Avista products were used successfully during pilot testing for the MWTP. AE2S is price checking other vendors (competitors) for the 3 chemicals categories recommended for Avista sole source. This is to make sure prices are reasonable from Avista. As stated above, the other 12 chemicals (categories) in the draft AES2 Memo can be bid through our normal procurement process.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Reverse Osmosis (RO) chemicals from Avista are proven through pilot testing. Other chemical companies have not been tested. It is suggested by both Water Utility staff and AE2S start-up and early operation of the MWTP is not the best time to be experimenting with other chemical vendor products.

If the piggyback procurement method is being used, please provide a copy of the piggyback contract.

N/A

Signature: T B Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 1/24/2020

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

TBH (Requestor initials)



Meeting Document

From: Qigang Chang, Ph.D., PE
Project Engineer
AE2S

Re: Fargo MWTP Chemicals Discussion

Date: February 8, 2018

Table 1. Fargo MWTP Chemical Storage

No.	Chemical	Weight Percentage (%)	Storage Tank Size (gallon)	Day Tank (gallon)	Remarks
1	Coagulant -PACl	35%	2*13,000	700	
	Coagulant -FeCl ₃	100%			
2	Acid -H ₂ SO ₄	93%	10,000	270	
3	Acid -H ₂ SO ₄	40%		2* 55 gallon Drum	
4	Acid -Citric	50%		2*330 gallon Totes	
5	Sodium Hypochlorite	10.3%		2*330 gallon Totes	
6	Hydrogen Peroxide	34%		500	
7	Anti-scalant	100%		5* 330 gallon totes	
8	Sodium Hydroxide	50%	2*7,000	500	
9	Membrane Cleaner – Acid	100%		7*350lb drums 800 (batching tank)	
10	Membrane Cleaner – Caustic	100%		7* 350lb drums 800 (batching tank)	
11	Sodium Bisulfite	38%		4*330 gallon	

Technical Memorandum

Re: Fargo MWTP Chemicals Discussion

Date: February 8, 2018

DRAFT

No.	Chemical	Weight Percentage (%)	Storage Tank Size (gallon)	Day Tank (gallon)	Remarks
				Totes	
12	Polyphosphate			600	
13	Fluoride (MWTP)	23%		100	
	Fluoride	23%		200	
14	Chlorine (gas)	100%		Existing Storage	
15	Ammonia	100%		Existing storage	

Table 2. Chemical Budgetary Pricing

No.	Chemical	Density (lb/gal)	Weight Percentage (%)	Delivery (lb or gal)	Unit price
1	Sulfuric acid	15.31	93%	48,000	\$0.16/lb
2	Poly aluminum chloride	11.17		bulk	\$0.3275/lb.
	Ferric chloride	11.31	35%	bulk	\$0.27/lb.
3	Anti-Scalant-Vitec 3000	9.59	100%	2500 lb tote	\$2.78/lb
	Anti-Scalant-Vitec 4000	9.59	100%	2500 lb tote	\$4.33/lb
	Anti-Scalant-Vitec 1800				\$1.65 /lb
4	Citric Acid	10.38	50%	330 Gallon Tote	\$1.01/lb.
5	RO Acid CIP Cleaner (Avista P303)			350 lb drum	\$5.39/lb
6	RO Caustic CIP Cleaner (Avista P311)			350 lb drum	\$4.8 /lb
	RO Caustic CIP Cleaner (Avista P312)			350 lb drum	\$5.25/lb
7	Hydrogen Peroxide		34%		\$0.45 /lb
8	Liquid Oxygen				\$0.09 /lb
9	Phosphate (Carus 2450)				\$1.04 /lb
10	Sodium bisulfite	11.08	38%	330 Gallon Tote	\$0.25/lb
11	Sodium hydroxide	12.78	50%	48,000	\$0.20/lb.
12	Sodium Hypochlorite	10	12.50%	48,000	\$0.16/lb
13	Ammonia	5.15	100%	10,000	\$1.90 /lb.
14	Chlorine gas			2,000	\$0.21 /lb.
15	Fluoride	10.24	23-25%	48,000	\$0.26 /lb

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. TR-18-B0 Type: Approval of Resolution to Establish a Quiet Zone

Location: 7th Ave & 14th St N Date of Hearing: 2/3/2020
8th Ave & Dakota Drive

<u>Routing</u>	<u>Date</u>
City Commission	3/9/2020
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding the approval and signing of a Resolution to Establish a Quiet Zone. It was discussed that the resolution is the next step to see if the Federal Railroad Administration will approve the Quiet Zone. It is not creating the project. The FRA needs the resolution to determine if they will approve this location as a Quiet Zone.

Staff is recommending approval and signing of the Resolution to Establish a Quiet Zone and to submit to the Federal Railroad Administration.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval and signing of the Resolution to Establish a Quiet Zone and to submit to the Federal Railroad Administration.

RECOMMENDED MOTION

Concur with recommendations of PWPEC to approve and sign the Resolution to Establish a Quiet Zone and submit to the Federal Railroad Administration.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Tom Knakmuhs, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC

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

Date: February 3, 2020

Re: Approval of City of Fargo Resolution to Establish a Quiet Zone
City Improvement District No. TR-18-B0

Background:

I am requesting approval and signing of the subject Resolution (attached). The signed resolution will be submitted with the subject project "Notice of Intent" to the Federal Railroad Administration. The purpose of the Resolution is to establish support of the City leadership for establishment of the quiet zone. Establishment of support by public authority, when creating a new quiet zone, is requested by the FRA in their guidance. Specifically, the FRA guidance requests:

"A statement signed by the Chief Executive Officer (CEO) of each public authority establishing the quiet zone. In the CEO's statement, he or she must certify that responsible officials of the public authority have reviewed the documentation prepared by or for the FRA, and filed in Docket No. FRA-1999-6439, sufficient to make an informed decision regarding the advisability of establishing the quiet zone."

Project number TR-18-B0 is for establishment of a quiet zone at two crossings; 7th Avenue North at 14th Street and 8th Avenue North at Dakota Drive.

There is no cost to this action.

Recommended Motion:

Approval of the subject Resolution for submission to the Federal Railroad Administration.

Attachment

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**A RESOLUTION OF THE CITY OF FARGO, NORTH DAKOTA SUPPORTING THE
ESTABLISHMENT OF RAILROAD “QUIET ZONES” WITHIN CITY LIMITS**

WHEREAS, federal regulation 49 CFR Part 222 requires the use of locomotive horns at public highway-rail crossings, but provides opportunities for localities nationwide to mitigate the effects of train horn noise by establishing “quiet zones” within their jurisdictions in accordance with the rules and procedures administered by the Federal Railroad Administration (FRA); and

WHEREAS, a quiet zone is a section of rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings; and

WHEREAS, quiet zones reduce, but do not eliminate, the use of train horns, which may be sounded in emergency situations or to comply with other railroad rules even within quiet zones; and

WHEREAS, the establishment of a quiet zone generally requires the installation of supplementary safety measures (SSMs) or alternative safety measures (ASMs) at railroad crossings, which may consist of full-width crossing gates, median dividers, or other devices or physical improvements designed to mitigate the additional risk of collision associated with eliminating routine horn sounding at all rail crossings; and

WHEREAS, the board of city commissioners finds that it is in the public interest to reduce train horn noise through the establishment of railroad “quiet zones” within Fargo city limits as authorized by federal law.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,

Section 1.

It is determined to be in the public interest to reduce train horn noise through the establishment of railroad “quiet zones” within Fargo city limits as authorized by federal law, 49 CFR Part 222.

Section 2.

The undersigned is authorized to take all actions necessary to establish railroad "quiet zones" within Fargo city limits in accordance with 49 CFR Part 222 and applicable law.

Section 3.

The City of Fargo, North Dakota intends to establish a New Quiet Zone for a segment of the S MOORHD-NOLAN Line, Prosper Subdivision, Twin Cities Division, BNSF Railway line involving 2 existing and successive public grade crossings located at 7th Avenue North and 14th Street and at 8th Avenue North and Dakota Drive.

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

CERTIFICATE

STATE OF NORTH DAKOTA)

COUNTY OF CASS)

I, Steve Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on Monday, February 24, 2020, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, and such records are filed in the office of the City Auditor.

Dated this ____ day of _____, 2020.

Steve Sprague, City Auditor

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-G1 Type: Final Balancing Change Order #4

Location: 4th St S, from 2nd St S to 13th Ave S
10th Ave S, from 4th St S to the east
11th Ave S, from 4th St S to the east

Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	3/9/2020
PWPEC File	X
Project File	Brian Skanson

The Committee reviewed the accompanying correspondence from Project Manager, Brian Skanson, for Final Balancing Change Order #4 in the amount of \$12,738.36, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$12,738.36, bringing the total contract amount to \$3,094,082.30.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #4 to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$12,738.36, bringing the total contract amount to \$3,094,082.30 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Water Utility, WW Utility & Special Assessments


	Yes	No
Developer meets City policy for payment of delinquent specials	<input checked="" type="checkbox"/>	N/A
Agreement for payment of specials required of developer	<input checked="" type="checkbox"/>	N/A
Letter of Credit required (per policy approved 5-28-13)	<input checked="" type="checkbox"/>	N/A

COMMITTEE

	Present	Yes	No	Unanimous
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Brian Skanson, Project Manager
Date: February 20, 2020
Re: Improvement District No. BR-18-G1 – Final Balancing Change Order #4
Water Main Replacement, Street Reconstruction & Incidentals

Background:

Attached is Final Balancing Change Order #4 for \$12,738.36 for Improvement District No. BR-18-G1. Please refer to the attached Final Balancing Change Order #4, which reconciles the estimated quantities used in the contract with the final quantities measured in the field.

Original Contract:	\$ 3,285,292.32
Change Order #1:	\$ -122,842.25
Change Order #2:	\$ 9,679.20
Change Order #3:	\$ 17,167.17
<u>FBCO #4:</u>	<u>\$ 12,738.36</u>
Total Contract:	\$ 3,202,034.80
<u>Less Adjustment*</u>	<u>\$ -107,952.50</u>
Total Amount to be Paid:	\$ 3,094,082.30

*Adjustment consists of a deduction of \$99,500.00 for Liquidated Damages and a deduction of \$8,452.50 for class 5 gravel that was slightly out of specification.

Recommended Motion:

Approve Final Balancing Change Order #4 in the amount of \$12,738.36 to KPH, Inc.

BJS/klb
Attachment

C: Tom Knakmuhs – Assistant City Engineer

Improvement District No	BR-18-G1	Change Order No	4
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	2/20/2020	For	KPH, 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:

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 (\$)
Sanitary Sewer - 4St	1	Remove Pipe All Sizes All Types	LF	380.00	0.00	380.00	-0.05	379.95	8.00	-0.40
	2	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	750.00	0.00	750.00	-149.20	600.80	72.00	-10,742.40
	3	F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	380.00	0.00	380.00	-0.05	379.95	180.00	-9.00
	11	Clean Pipe 18" Dia All Types	LF	1,135.00	0.00	1,135.00	-715.00	420.00	4.25	-3,038.75
Sanitary Sewer - 4St Sub Total (\$)										
Water Main - 4St	12	Remove Pipe All Sizes All Types	LF	2,430.00	0.00	2,430.00	-1,282.68	1,147.32	8.00	-10,261.44
	13	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	100.00	0.00	100.00	-23.92	76.08	60.00	-1,435.20
	14	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,700.00	0.00	1,700.00	-45.10	1,654.90	65.00	-2,931.50
	15	F&I Pipe 8" Dia Fusible PVC	LF	880.00	0.00	880.00	131.50	1,011.50	70.00	9,205.00
	17	F&I Gate Valve 6" Dia	EA	12.00	0.00	12.00	-1.00	11.00	1,385.00	-1,385.00
	18	F&I Gate Valve 8" Dia	EA	9.00	0.00	9.00	1.00	10.00	1,840.00	1,840.00
	19	F&I Fittings C153 Ductile Iron	LB	1,743.00	0.00	1,743.00	94.00	1,837.00	7.00	658.00
	22	F&I Pipe w/GB 1" Dia Copper	LF	776.00	0.00	776.00	-57.65	718.35	47.00	-2,709.55
	25	Furnish Temp Water Svc	EA	26.00	0.00	26.00	-1.00	25.00	280.00	-280.00
	26	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.00	200.00	-200.00	0.00	7.00	-1,400.00
Water Main - 4St Sub Total (\$)										
Storm Sewer - 4St	27	Remove Pipe All Sizes All Types	LF	726.00	0.00	726.00	-88.21	637.79	8.00	-705.68

**CITY OF FARGO
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Storm Sewer - 4St	28	Remove Inlet	EA	27.00	0.00	27.00	-4.00	23.00	295.00	-1,180.00
	30	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	217.00	0.00	217.00	-13.30	203.70	88.00	-1,170.40
	31	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	540.00	0.00	540.00	47.50	587.50	95.00	4,512.50
Storm Sewer - 4St Sub Total (\$)										
Storm Sewer - Flood	38	F&I Pipe w/GB 24" Dia Reinf Conc	LF	420.00	0.00	420.00	-7.70	412.30	113.00	-870.10
Storm Sewer - Flood Sub Total (\$)										
Paving - 4St	41	Remove Pavement All Thicknesses All Types	SY	10,166.00	0.00	10,166.00	420.64	10,586.64	11.00	4,627.04
	42	Remove Curb & Gutter	LF	5,340.00	0.00	5,340.00	-62.61	5,277.39	7.00	-438.27
	43	Remove Sidewalk All Thicknesses All Types	SY	1,930.00	0.00	1,930.00	-33.50	1,896.50	9.00	-301.50
	44	Remove Driveway All Thicknesses All Types	SY	900.00	0.00	900.00	-60.00	840.00	9.00	-540.00
	47	Subgrade Preparation	SY	12,176.00	0.00	12,176.00	-205.00	11,971.00	2.60	-533.00
	48	F&I Woven Geotextile	SY	12,176.00	0.00	12,176.00	-205.00	11,971.00	1.80	-369.00
	49	F&I Class 5 Agg - 12" Thick	SY	11,350.00	0.00	11,350.00	-206.00	11,144.00	11.50	-2,369.00
	50	F&I Edge Drain 4" Dia PVC	LF	5,193.00	0.00	5,193.00	-95.00	5,098.00	5.00	-475.00
	51	F&I Curb & Gutter Standard (Type II)	LF	5,193.00	0.00	5,193.00	128.30	5,321.30	18.50	2,373.55
	52	F&I Pavement 9" Thick Doweled Conc	SY	9,230.00	0.00	9,230.00	261.08	9,491.08	60.50	15,795.34
	53	F&I Sidewalk 4" Thick Reinf Conc	SY	2,110.00	0.00	2,110.00	34.60	2,144.60	39.00	1,349.40
	54	F&I Sidewalk 6" Thick Reinf Conc	SY	174.00	0.00	174.00	7.90	181.90	42.00	331.80
	55	F&I Det Warn Panels Cast Iron	SF	428.00	0.00	428.00	28.00	456.00	46.00	1,288.00
	56	F&I Driveway 6" Thick Reinf Conc	SY	750.00	0.00	750.00	125.73	875.73	47.00	5,909.31
	57	F&I Flat MH Cover 8" Thick Reinf Conc	EA	12.00	0.00	12.00	-9.00	3.00	900.00	-8,100.00
	58	Rem & Repl Casting - Floating Manhole	EA	12.00	0.00	12.00	3.00	15.00	1,050.00	3,150.00
	62	GV Box to Grade - w/Conc	EA	9.00	0.00	9.00	2.00	11.00	310.00	620.00
	63	GV Box to Grade - Blvd	EA	12.00	0.00	12.00	-3.00	9.00	125.00	-375.00
	65	Inlet Protection - Existing Inlet	EA	51.00	0.00	51.00	-31.00	20.00	115.00	-3,565.00
	66	Inlet Protection - New Inlet	EA	24.00	0.00	24.00	5.00	29.00	130.00	650.00

CITY OF FARGO
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Paving - 4St									
67	Seeding Type B	SY	10,030.00	0.00	10,030.00	-554.00	9,476.00	0.55	-304.70
68	Mulching Type 1 - Hydro	SY	10,030.00	0.00	10,030.00	4,422.00	14,452.00	0.55	2,432.10
69	Weed Control Type B	SY	10,030.00	0.00	10,030.00	-10,030.00	0.00	0.11	-1,103.30
72	Flagging	MHR	1,000.00	0.00	1,000.00	-744.00	256.00	25.00	-18,600.00
73	Salvage & Install Fence	LF	555.00	0.00	555.00	24.50	579.50	17.50	428.75
74	F&I Conduit 3" Dia	LF	280.00	0.00	280.00	-126.50	153.50	16.50	-2,087.25
78	Topsoil - Import	CY	25.00	0.00	25.00	180.00	205.00	14.00	2,520.00
79	F&I Class 5 Agg - 8" Thick	SY	826.00	0.00	826.00	1.00	827.00	8.00	8.00
80	F&I Pavement 8" Thick Reinf Conc	SY	715.00	0.00	715.00	-39.30	675.70	61.00	-2,397.30
247	F&I Fence	LF	555.00	0.00	555.00	24.50	579.50	17.44	427.28
254	* **Reinstall salvaged pavers	LS	0.00	0.00	0.00	1.00	1.00	693.00	693.00
Paving - 4St Sub Total (\$)									
Street Lighting - 4St									
82	Remove Street Light	EA	23.00	0.00	23.00	1.00	24.00	260.00	260.00
85	F&I Base 6" Deep Reinf Conc	EA	19.00	0.00	19.00	1.00	20.00	1,075.00	1,075.00
86	Remove Base	EA	23.00	0.00	23.00	1.00	24.00	425.00	425.00
87	F&I Conductor #6 USE Cu	LF	10,020.00	0.00	10,020.00	3,435.00	13,455.00	1.60	5,496.00
88	F&I Innerduct 1.5" Dia	LF	3,340.00	0.00	3,340.00	834.00	4,174.00	9.60	8,006.40
Street Lighting - 4St Sub Total (\$)									
Traffic Signals - 4St									
99	F&I Foundation Controller	EA	1.00	0.00	1.00	-1.00	0.00	1,250.00	-1,250.00
105	F&I Fiber Optic Cable	LF	8,200.00	0.00	8,200.00	294.00	8,494.00	3.20	940.80
112	F&I Signal Cable AWG 14/2	LF	995.00	0.00	995.00	-23.00	972.00	1.35	-31.05
119	F&I Conduit 2" Dia	LF	6,560.00	0.00	6,560.00	18.00	6,578.00	11.00	198.00
Traffic Signals - 4St Sub Total (\$)									
Signing - 4St									
125	F&I Diamond Grade Cubed	SF	89.30	0.00	89.30	-2.70	86.60	20.50	-55.35
126	F&I Engineering Grade	SF	88.00	0.00	88.00	0.75	88.75	14.50	10.88
127	F&I High Intensity Prismatic	SF	39.00	0.00	39.00	-13.00	26.00	18.25	-237.25
128	F&I Sign Assembly	EA	4.00	0.00	4.00	21.00	25.00	76.00	1,596.00
129	F&I Sign Assembly & Anchor	EA	36.00	0.00	36.00	-14.00	22.00	71.00	-994.00
252	* Extra-Signing	LS	0.00	0.00	0.00	1.00	1.00	1,802.08	1,802.08

Signing - 4St	253	**Extra Detour Signs	LS	0.00	0.00	0.00	1.00	1.00	2,954.60	2,954.60	
Pavement Markings - 4St	130	F&I Grooved Contrast Film 7" Wide	LF	7,899.00	0.00	7,899.00	-189.00	7,710.00	10.00	5,076.96	
	131	F&I Grooved Plastic Film 16" Wide	LF	64.00	0.00	64.00	12.00	76.00	22.00	-1,890.00	
	132	F&I Grooved Plastic Film 24" Wide	LF	192.00	0.00	192.00	90.00	282.00	36.00	264.00	
	133	Paint Epoxy Message	SF	338.00	0.00	338.00	33.00	371.00	13.00	3,240.00	
	134	F&I Methacrylate	SF	1,744.00	0.00	1,744.00	145.00	1,889.00	29.00	429.00	
	251	* Extra-Obliteration of existing double yellow centerline on the south end of project	LS	0.00	0.00	0.00	1.00	1.00	1,804.00	4,205.00	
Pavement Markings - 4St Sub Total (\$)										1,804.00	
Sanitary Sewer - 10Ave	135	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	100.00	0.00	100.00	-3.05	96.95	88.00	8,052.00	
	138	Clean Pipe 8" Dia All Types	LF	300.00	0.00	300.00	-300.00	0.00	3.00	-268.40	
Sanitary Sewer - 10Ave Sub Total (\$)										-900.00	
Water Main - 10Ave	139	Remove Pipe All Sizes All Types	LF	242.00	0.00	242.00	4.45	246.45	8.00	-1,168.40	
	140	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	14.00	0.00	14.00	-2.80	11.20	67.00	35.60	
	141	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	242.00	0.00	242.00	4.45	246.45	72.00	-187.60	
	142	F&I Gate Valve 8" Dia	EA	1.00	0.00	1.00	1.00	2.00	2,290.00	320.40	
	145	F&I Pipe 1" Dia Copper	LF	65.00	0.00	65.00	0.50	65.50	47.00	2,290.00	
	146	F&I Pipe 1.5" Dia Copper	LF	80.00	0.00	80.00	-3.50	76.50	51.00	23.50	
Storm Sewer - 10Ave	151	F&I Fittings C153 Ductile Iron	LB	164.00	0.00	164.00	-78.00	86.00	4.40	-178.50	
	Water Main - 10Ave Sub Total (\$)										-343.20
	152	Remove Pipe All Sizes All Types	LF	41.00	0.00	41.00	-26.00	15.00	8.00	1,960.20	
Paving - 10Ave	154	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	41.00	0.00	41.00	7.00	48.00	95.00	-208.00	
	Storm Sewer - 10Ave Sub Total (\$)										665.00
	157	Remove Pavement All Thicknesses All Types	SY	700.00	0.00	700.00	57.00	757.00	12.00	457.00	
	158	Remove Curb & Gutter	LF	460.00	0.00	460.00	64.00	524.00	7.00	684.00	
										448.00	

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Paving - 10Ave	159	Remove Sidewalk All Thicknesses All Types	SY	110.00	0.00	110.00	77.14	187.14	9.00	694.26	
	160	Remove Driveway All Thicknesses All Types	SY	400.00	0.00	400.00	82.98	482.98	9.00	746.82	
	161	Subgrade Preparation	SY	880.00	0.00	880.00	82.63	962.63	2.50	206.58	
	162	F&I Woven Geotextile	SY	880.00	0.00	880.00	82.63	962.63	1.80	148.73	
	163	F&I Class 5 Agg - 8" Thick	SY	880.00	0.00	880.00	82.63	962.63	8.00	661.04	
	164	F&I Edge Drain 4" Dia PVC	LF	460.00	0.00	460.00	51.16	511.16	5.50	281.38	
	165	F&I Curb & Gutter Standard (Type II)	LF	460.00	0.00	460.00	64.00	524.00	18.50	1,184.00	
	166	F&I Pavement 8" Thick Doweled Conc	SY	700.00	0.00	700.00	57.00	757.00	61.00	3,477.00	
	167	F&I Sidewalk 4" Thick Reinf Conc	SY	110.00	0.00	110.00	76.00	186.00	40.00	3,040.00	
	168	F&I Sidewalk 6" Thick Reinf Conc	SY	400.00	0.00	400.00	-79.00	321.00	43.00	-3,397.00	
	170	Casting to Grade - w/Conc	EA	3.00	0.00	3.00	1.00	4.00	525.00	525.00	
	172	GV Box to Grade - w/Conc	EA	1.00	0.00	1.00	1.00	2.00	310.00	310.00	
	175	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	-2.00	0.00	115.00	-230.00	
	177	Seeding Type B	SY	150.00	0.00	150.00	666.20	816.20	1.05	699.51	
	178	Mulching Type 1 - Hydro	SY	150.00	0.00	150.00	666.20	816.20	1.01	672.86	
	179	Weed Control Type B	SY	150.00	0.00	150.00	-150.00	0.00	0.55	-82.50	
	Paving - 10Ave Sub Total (\$)										10,069.68
	Street Lighting - 10Ave	184	F&I Conductor #6 USE Cu	LF	900.00	0.00	900.00	129.00	1,029.00	1.50	193.50
		185	F&I Innerduct 1.5" Dia	LF	300.00	0.00	300.00	43.00	343.00	9.50	408.50
Signing - 10Ave	188	F&I Sign Assembly & Anchor	EA	3.00	0.00	3.00	-1.00	2.00	220.00	-220.00	
	190	F&I Engineering Grade	SF	10.00	0.00	10.00	-2.00	8.00	14.50	-29.00	
Signing - 10Ave Sub Total (\$)										-249.00	
Water Main - 11Ave	191	Remove Pipe All Sizes All Types	LF	191.00	0.00	191.00	-2.00	189.00	8.00	-16.00	
	192	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	191.00	0.00	191.00	-6.26	184.74	72.00	-450.72	
Paving - 11Ave	195	Remove Pavement All Thicknesses All Types	SY	360.00	0.00	360.00	-26.00	334.00	12.00	-466.72	
	Water Main - 11Ave Sub Total (\$)										-312.00

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Paving - 11Ave	196	Remove Curb & Gutter	LF	250.00	0.00	250.00	-19.00	231.00	7.00	-133.00
	197	Remove Sidewalk All Thicknesses All Types	SY	40.00	0.00	40.00	-25.96	14.04	9.00	-233.64
	198	Remove Driveway All Thicknesses All Types	SY	60.00	0.00	60.00	-13.62	46.38	9.00	-122.58
	199	Subgrade Preparation	SY	456.00	0.00	456.00	-31.00	425.00	2.60	-80.60
	200	F&I Woven Geotextile	SY	456.00	0.00	456.00	-31.00	425.00	2.00	-62.00
	201	F&I Class 5 Agg - 8" Thick	SY	456.00	0.00	456.00	-31.00	425.00	8.00	-248.00
	202	F&I Edge Drain 4" Dia PVC	LF	250.00	0.00	250.00	-5.00	245.00	5.50	-27.50
	203	F&I Curb & Gutter Standard (Type II)	LF	250.00	0.00	250.00	-19.00	231.00	18.50	-351.50
	204	F&I Pavement 8" Thick Doweled Conc	SY	360.00	0.00	360.00	-26.00	334.00	61.00	-1,586.00
	205	F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	0.00	40.00	-40.00	0.00	40.00	-1,600.00
	206	Casting to Grade - w/Conc	EA	1.00	0.00	1.00	-1.00	0.00	520.00	-520.00
Street Lighting - 11Ave	211	Weed Control Type B	SY	200.00	0.00	200.00	-200.00	0.00	0.55	-110.00
	Paving - 11Ave Sub Total (\$)									
	218	F&I Conductor #6 USE Cu	LF	480.00	0.00	480.00	-9.00	471.00	1.30	-5,386.82
Signing - 11Ave	219	F&I Innerduct 1.5" Dia	LF	160.00	0.00	160.00	-3.00	157.00	9.50	-11.70
	Street Lighting - 11Ave Sub Total (\$)									
	222	F&I Sign Assembly & Anchor	EA	3.00	0.00	3.00	-1.00	2.00	72.00	-28.50
6 Ave Speed Table	224	F&I Engineering Grade	SF	10.00	0.00	10.00	-2.00	8.00	14.50	-40.20
	Signing - 11Ave Sub Total (\$)									
	225	Remove Pavement All Thicknesses All Types	SY	110.00	0.00	110.00	5.70	115.70	12.00	-72.00
6 Ave Speed Table	226	Remove Curb & Gutter	LF	105.00	0.00	105.00	5.90	110.90	7.00	-29.00
	227	Remove Sidewalk All Thicknesses All Types	SY	15.00	0.00	15.00	10.64	25.64	9.00	-101.00
	228	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	57.00	0.00	57.00	-4.30	52.70	85.00	68.40
6 Ave Speed Table	233	F&I Edge Drain 4" Dia PVC	LF	105.00	0.00	105.00	-70.25	34.75	5.50	41.30
	234	F&I Curb & Gutter Standard (Type II)	LF	105.00	0.00	105.00	5.40	110.40	18.50	95.76
	235	F&I Pavement 9" Thick Reinf Conc	SY	110.00	0.00	110.00	5.70	115.70	61.00	-365.50
										-386.38
										99.90
										347.70

6 Ave Speed Table	236	Inlet Protection - Existing Inlet	EA	4.00	0.00	4.00	-2.00	2.00	115.00	-230.00
* NC Items										
6 Ave Speed Table Sub Total (\$)										-328.82
Grand Total (\$)										12,738.36

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

12,738.36

-95,995.88

3,285,292.32

3,202,034.80

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/31/2018		0.00	0.00	10/19/2018	

Description

APPROVED

For Contractor

Title

Dr. M. M. M.
President

APPROVED DATE

Department Head
[Signature]
Mayor

3/3/2020

Attest

(31)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SL-17-B1 Type: Final Balancing Change Order #2

Location: 13th Ave S & I-94, University Dr to 21st St Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	3/9/2020
PWPEC File	X
Project File	Dave Helland

The Committee reviewed the accompanying correspondence from Project Manager, Dave Helland, for Final Balancing Change Order #2 in the amount of \$8,217.01, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$8,217.01, bringing the total contract amount to \$1,688,432.11.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #2 to Moorhead Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$8,217.01, bringing the total contract amount to \$1,688,432.11 to Moorhead Electric.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Street Light Utility & Special Assessments

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

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

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒ ☒ ☐

Nicole Crutchfield, Director of Planning

☒ ☒ ☐

Steve Dirksen, Fire Chief

☒ ☒ ☐ Ryan Erickson

Bruce Grubb, City Administrator

☒ ☒ ☐

Ben Dow, Director of Operations

☒ ☒ ☐

Steve Sprague, City Auditor

☒ ☒ ☐

Brenda Derrig, City Engineer

☒ ☒ ☐

Kent Costin, Finance Director

☒ ☒ ☐

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Dave Helland, Project Manager
Date: February 20, 2020
Re: Improvement District No. SL-17-B1 – Final Balancing Change Order #2
Street Lighting & Incidentals

Background:

Attached is Final Balancing Change Order #2 in the amount of \$8,217.01 for Improvement District No. SL-17-B1. Please refer to the attached Final Balancing Change Order #2, which reconciles the estimated quantities used in the contract with the final quantities measured in the field.

Original Contract:	\$ 1,649,840.10
Change Order #1:	\$ 30,375.00
<u>FBCO #2:</u>	<u>\$ 8,217.01</u>
Total Contract:	\$ 1,688,432.11
<u>Less Adjustment:</u>	<u>\$ -12,960.00</u>
Total Amount to be Paid:	\$ 1,675,472.11

*Adjustment consist of a deduction of \$12,960.00 for Liquidated Damages.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$8,217.01 to Moorhead Electric, Inc.

DJH/klb
Attachment

C: Jeremy Gorden, Transportation Division Engineer
Tom Knakmuhs, Assistant City Engineer

Improvement District No	SL-17-B1	Change Order No	2
Project Name	Street Lighting & Incidentals		
Date Entered	2/20/2020	For	Moorhead Electric

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:

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 (\$)
Street Lighting	2	Remove Base	EA	5.00	0.00	5.00	2.00	7.00	500.00	1,000.00
	4	F&I Innerduct 1.5" Dia	LF	54,296.00	0.00	54,296.00	201.00	54,497.00	6.95	1,396.95
	10	F&I Base 5' Deep Reinf Conc	EA	394.00	0.00	394.00	-1.00	393.00	905.00	-905.00
	11	F&I Conductor #6 USE Cu	LF	161,154.00	0.00	161,154.00	663.00	161,817.00	1.35	895.05
	12	Remove Street Light	EA	5.00	0.00	5.00	1.00	6.00	115.00	115.00
	13	Remove Feed Point	EA	4.00	0.00	4.00	1.00	5.00	850.00	850.00
	14	Remove Pull Box	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
	15	F&I Pull Box	EA	9.00	0.00	9.00	3.00	12.00	950.00	2,850.00
	16	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	-100.00	0.00	105.00	-10,500.00
	17	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	50.00	0.00	50.00	61.00	111.00	125.00	7,625.00
	20	* Street Light knockdowns: 1909 13-1/2 St S \$3103.88 1300 Blk 18th Ave S \$2,286.13	LS	0.00	0.00	0.00	1.00	1.00	5,390.01	5,390.01
	Street Lighting Sub Total (\$)									8,217.01
	* NC Items								Grand Total (\$)	8,217.01

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

8,217.01

(32)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NN-17-A1 Type: Negative Final Balancing Change Order #3

Location: 19th Ave N & 45th St Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #3 in the amount of \$-5,033.20, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-5,033.20, bringing the total contract amount to \$1,152,541.18.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Jensen Brothers Construction, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-5,033.20, bringing the total contract amount to \$1,152,541.18 to Jensen Brothers Construction, Inc.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

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

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)

Present	Yes	No	Unanimous
			<u>✓</u>

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

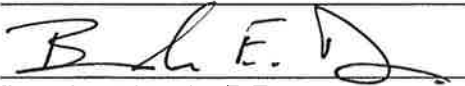
Brenda Derrig, City Engineer

Kent Costin, Finance Director

Present	Yes	No	Unanimous
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>

Ryan Erickson

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



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

Improvement District No	NN-17-A1	Change Order No	3
Project Name	Storm Sewer Lift Station, Retention Pond, and Incidentals		
Date Entered	2/19/2020	For	Jensen Brothers Construction, 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

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 (\$)
Paving	10	F&I Woven Geotextile	SY	205.00	0.00	205.00	-3.00	202.00	2.00	-6.00
	11	F&I Crushed Conc - 9" Thick	SY	205.00	0.00	205.00	-3.00	202.00	9.75	-29.25
	12	F&I Pavement 8" Thick Reinf Conc	SY	205.00	0.00	205.00	-3.00	202.00	78.00	-234.00
	13	Rem & Repl Curb & Gutter	LF	30.00	0.00	30.00	-6.00	24.00	100.00	-600.00
Paving Sub Total (\$)										-869.25
Erosion & Sediment Control	16	Inlet Protection - Existing Inlet	EA	5.00	0.00	5.00	-5.00	0.00	131.00	-655.00
	18	F&I Rip Rap Rock	CY	700.00	0.00	700.00	45.76	745.76	75.00	3,432.00
	19	Seeding Type A	SY	129,000.00	0.00	129,000.00	-47,237.10	81,762.90	0.16	-7,557.94
	20	Mulching Type 1 - Hydro	SY	81,400.00	0.00	81,400.00	-43,147.78	38,252.22	0.28	-12,081.38
	21	F&I Erosion Control Blanket Type 3	SY	47,600.00	0.00	47,600.00	-4,089.32	43,510.68	0.69	-2,821.63
Erosion & Sediment Control Sub Total (\$)										-19,683.95
Storm Sewer	26	F&I Pipe 60" Dia Reinf Conc	LF	313.00	0.00	313.00	-8.00	305.00	310.00	-2,480.00
	29	* F&I pond outlet control structure	LS	0.00	0.00	0.00	1.00	1.00	18,000.00	18,000.00
Storm Sewer Sub Total (\$)										15,520.00
Grand Total (\$)										-5,033.20

* NC Items

Summary

Source Of Funding



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

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-5,033.20
8,069.63
1,149,504.75
1,152,541.18

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
12/31/2018		0.00	0.00	12/31/2018	

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

Attest

[Signature]
President

[Signature]
3/3/2020

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-A1

Type: Change Orders #17

Location: Main Ave, 2nd St - Broadway

Date of Hearing: 3/2/2020

RoutingDate

City Commission

3/9/2020

PWPEC File

X

Project File

Rick Larson

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, related to Change Order #17, in the amount of \$10,230.00, submitted by the NDDOT for the reconstruction of Main Avenue from 2nd Street to Broadway.

Staff is recommending approval of Change Order #17 in the amount of \$10,230.00

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #17.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #17 in the amount of \$10,230.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & Special Assessments

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

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)

COMMITTEE

Present	Yes	No	Unanimous
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	Ryan Erickson
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.

City Engineer

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: February 26, 2020

Re: Improvement District No. BR-18-A1 – Change Order #17

Background:

Improvement District No. BR-18-A1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from 2nd Street to Broadway. Portions of this project including the Water Main, Sanitary Sewer, and the Landscaping Structural Soil are 100% City funds.

Dakota Underground is the Prime Contractor.

Change Order #17

- The removal of buried concrete footings while excavating for structural soils and landscape drain tile in 3 locations between Broadway and 4th Street for \$10,230.00.

The total cost of Change Order #17 is \$10,230.00, which is a non-participating project cost. The City's share of this non-participating item is 100% or \$10,230.00.

Recommended Motion:

Approve Change Order #17 in the amount of \$10,230.00 for Improvement District No. BR-18-A1.

RJL/klb
Attachment

C: Thomas Knakmuhs

**Explanation of Change in Plan
Change Order 17
CPU-NHU-8-010(043)940**

202 111 Removal of Concrete

The contractor encountered buried concrete footings while excavating for structural soil and landscape drain tile beneath the south sidewalk at 3 separate locations on the project. These footings varied in size from 4'X4' between Sta 2129+50 & 2132+50, 30'X2' in the SE quadrant of 4th St and Main Ave, and 60'X2' east of Broadway between Sta 2120+10 & 2120+70. These footings had to be removed to allow for proper grading of the drain tile and to prevent conflicts with future tree plantings. The Architectural Historian was contacted and determined that the footings are not located within the historic district, are not historic in nature, and will not require any further documentation. The contractor submitted the attached invoice with a total cost of \$10,230.00 to account for the additional labor and equipment costs that were needed to remove these footings. This price includes the allowable mark-up given in Section 109.03 E.5 of the Standard Specifications and the hours billed are consistent with project documentation, as stated in the attached correspondence.

See the attached documentation for the contractor's invoice and additional information related to this change order.

PO Box 9435
 Fargo ND 58106

Date	Invoice #
11/19/2019	23079

Phone # 701-356-2990 turftamersfargo@gmail.com

Bill To
Dakota Underground 4001 15th Ave N Fargo, ND 58102

				Terms	Project
Turf Tamersfargo.com				Due on receipt	
Change Order 17					
Quantity	Description	U/M	Rate	Serviced	Amount
3	Landscaping labor materials, and hauling to tear out 4' x 4' footing bases in the structural soil pits. South Side of Main ave between 2nd and 4th.		500.00	7/11/2019	1,500.00
1	Landscaping labor materials, and hauling to tear out 2' wide wall in the structural soil pits. On the South side of Main in-front of the gas station.		1,800.00	7/15/2019	1,800.00
1	Landscaping labor, materials, rental, and haul away to tear out 2' wide 60' long wall. 10 hours 5 people. South side of main ave in-front of the bank.		6,000.00	8/8/2019	6,000.00
Change Order 17: \$9,300.00 + 10% Prime Contractor mark-up per Spec. 109.03 E.5 = \$10,230.00					Total = 9,300.00
1	Landscaping labor and materials to install extra garbage can in-front of Wimmers. Paid Under Item 970 320		1,447.00		1,447.00
1	Landscaping labor and materials to tear out small tree's and brush on the North East corner of the roundabout.		750.00		750.00
	Sales Tax		7.50%		0.00
Thank you for choosing Turf Tamers to service your needs!				Total	\$11,497.00
				Payments/Credits	\$0.00
				Customer Total Balance	\$11,751.50

North Dakota Department of Transportation

Change Order

Change Order No: 17

Project: CPU-NHU-8-010(043)940

PCN: 22352

SubProject: 3 CITY WATERMAIN, SANITARY SEWER, AND LANDSC, County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$10,295,720.11

Date Created: 02/19/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (FARGO CITY FUNDS)								
202	111	REMOVAL OF CONCRETE	L SUM	0.00	1.00	10,230.000	10,230.00	
Net Increase or Decrease to Date				72,487.39	Part	86,785.69	Non-Part TOTALS	10,230.00
							NON-PARTICIPATING	10,230.00
							PARTICIPATING	

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Change Approved In Field by P.E.

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

See the attached documentation for Explanation of Change in Plan.

CONTRACTOR

DATE

() Approval Recommended
PROJECT ENGINEER

() Approved
DATE

CITY/COUNTY/OTHER OFFICIAL

DATE

() Approval Recommended
DISTRICT ENGINEER

() Approved
DATE

REPRESENTING

DATE

() Approval Recommended
OFFICE OF OPERATIONS

() Approved
DATE

REPORT OF ACTION

34

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-19-A1

Type: Change Order #1

Location: Main Ave, Broadway to University Dr

Date of Hearing: 3/2/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/9/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Scott Olson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, related to Change Order #1 submitted by NDDOT for the reconstruction of Main Avenue from Broadway to University Drive.

Dakota Underground is the Prime Contractor.

Change Order #1 is for a casing pipe thickness adjustment.

Staff is recommending approval of Change Order #1.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, NDDOT, Water Utility, WW Utility, Sales Tax & Special Assessments

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

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

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor


Brenda Derrig, City Engineer

Kent Costin, Finance Director

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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Manager
Date: February 20, 2020
Re: Improvement District #BR-19-A1 – Change Order #1

Background:

Improvement District BR-19-A1 is a cost participating project between the North Dakota Department of Transportation and the City of Fargo for the reconstruction of Main Avenue from Broadway to University Drive. Portions of this project including the water main, sanitary sewer, and the landscaping structural soil are 100% City funds.

Dakota Underground is the prime contractor.

Change Order #1 – Casing Pipe Thickness Adjustment:

The Contractor has proposed to use a 0.375" thick steel wall pipe for the proposed water main casing pipe that is to be bored beneath the BNSF railroad tracks north of Main Avenue on 8th Street rather than a 0.491" thick pipe as called out in Permit Agreement between the City and BNSF. Representatives from BNSF have approved this revision since the pipe thickness meets their Utility Accommodation Policy requirements.

There is no cost to nor additional time needed for this Change Order.

Recommended Motion:

Approve Change Order #1 for the adjustment to the casing pipe wall thickness.

Attachment

C: Thomas Knakmuhs

North Dakota Department of Transportation

Change Order

Page 1 of 1

Change Order No: 1
 SubProject: 3 CITY WATER AND SANITARY SEWER

Project: CPU-NHU-8-010(041)939

PCN: 21170

County: Cass

For: PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, ST

Contractor: DAKOTA UNDERGROUND COMPANY
 4001 15TH AVE N
 FARGO, ND 58102-2832

Original Contract Amount:
 \$11,514,801.74

Date Created: 02/20/2020

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
------------	------------	--------------	------	----------------------	--------------------	---------------	--------------------	--------------------

Net Increase or Decrease to Date

Part

Non-Part TOTALS
 NON-PARTICIPATING
 PARTICIPATING

Due to This Change, the Contract Time:
 NO CHANGE.

Classification

Functional Design Change

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This change order will allow the use of 0.375" thick steel wall pipe for the proposed watermain casing pipe that is to be bored beneath the BNSF railroad tracks north of Main Ave on 8th St in place of 0.491" thick pipe as called out in Exhibit "A" of SP 918 (14) - Railroad Requirements. As stated in the attached correspondence, representatives from BNSF concur with this change since the revised thickness meets their Utility Accommodation Policy requirements. BNSF also states that the change can be made without resubmitting the application for permit included in the special provision. See the attached documentation for concurrence from BSNF, along with recommendation from the engineer of record and representatives from the City of Fargo to make this change.

CONTRACTOR

DATE

() Approval Recommended
 PROJECT ENGINEER

() Approved
 DATE

CITY/COUNTY/OTHER OFFICIAL

DATE

() Approval Recommended
 DISTRICT ENGINEER

() Approved
 DATE

REPRESENTING

DATE

() Approval Recommended
 OFFICE OF OPERATIONS

() Approved
 DATE

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

35

Improvement District No. BN-20-C1

Type: Private Utility Relocation

Location: 64th Ave S from 25th – 33rd St

Date of Hearing: 3/2/2020

RoutingDate

City Commission

3/9/2020

PWPEC File

X

Project File

Jason Leonard

The Committee reviewed a communication from Project Engineer, Jason Leonard, regarding a Cass County Electric and Xcel Energy utility relocation. Improvement District No. BN-20-C1 is for the new construction of urban roadway with storm sewer, water main and incidentals on 64th Avenue South from 25th Street to 33rd Street. This described work will require the relocation of private utilities contained in the existing 10-foot utility easement along the corridor. The total cost for utility relocations is \$21,658.61.

The following cost estimates are from Cass County Electric Cooperative and Xcel Energy:

- Cass County Electric - \$2,650.00
 - Covers cost to relocate an existing pole on the north side of 64th Avenue South and splice cable around the structure near 25th Street South.
- Xcel Energy - \$19,008.61
 - Covers the cost to relocate gas in multiple locations outside Drain 53.

Staff is seeking approval to pay Cass County Electric \$2,650.00 and Xcel Energy \$19,008.61 for utility relocation.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to approve the estimated payments of \$2,650.00 to Cass County Electric and \$19,008.61 to Xcel Energy for the relocation of utilities.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the estimated payments of \$2,650.00 to Cass County Electric and \$19,008.61 to Xcel Energy based on provided preliminary estimates for the relocation of the above-mentioned utilities.

PROJECT FINANCING INFORMATION:

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

Developer meets City policy for payment of delinquent specials

Yes	No
N/A	
N/A	
N/A	

Agreement for payment of specials required of developer

N/A

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

N/A

COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

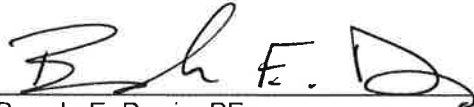
Kent Costin, Finance Director

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

Ryan Erickson

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, PE
 City Engineer

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: February 27, 2020

Re: Improvement District No. BN-20-C1 – Private Utility Relocation

Background:

Improvement District No. BN-20-C1 is for new construction of paving and incidentals on 64th Avenue South from 25th Street to 33rd Street. As part of this project, we will upgrade 64th Avenue South (25th Street South to 33rd Street South) from a rural 2-lane gravel roadway section to a 3-lane urban concrete street section with curb and gutter, upgraded storm sewer system, miscellaneous water distribution improvements and upgrading existing steel culverts with new concrete box culvert at drain location. This described work will require the relocation of private utilities contained in the existing 10-foot utility easement along the corridor.

The following cost estimates are from Cass County Electric Cooperative and Xcel Energy:

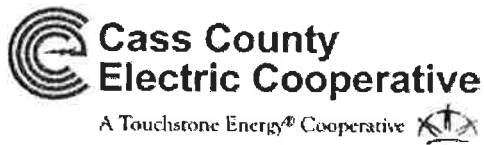
- Cass County Electric - \$2,650.00
 - Covers cost to relocate an existing pole on the north side of 64th Avenue South and splice cable around the structure near 25th Street South.
- Xcel Energy - \$19,008.61
 - Covers the cost to relocate gas in multiple locations outside Drain 53.

The total cost for utility relocations to date is \$21,658.61. Attached for your review are both proposals and I have attached a drawing showing the utilities to be relocated for your reference.

Recommended Motion:

Approve estimated payments of \$2,650.00 to Cass County Electric and \$19,008.61 to Xcel Energy based on provided preliminary estimates for the relocation of above-mentioned utilities.

JTL/jmg
Attachments



From: Sean Kelly <Sean.Kelly@kljeng.com>
Sent: Monday, February 24, 2020 9:44 AM
To: Phil Windjue <pwindjue@kwh.com>
Subject: 64th Costs

EXTERNAL EMAIL: Do not click any links or attachments nor provide information to the sender unless you are expecting the email.

Phil,

Can you verify the costs you've previously submitted for the relocations on 64th Avenue South?

Relocate pole on the north side of 64th: \$2,018.00

Splice cable around structure: \$632.00

Total Costs: \$2,650

The city engineering department will need to take these before the commission to get them approved so we want to make sure these numbers are accurate.

Thanks!

Sean Kelly EI
KLJ - Fargo
701-271-5037

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Jason Leonard

From: Todd Hummel <Todd.Hummel@kljeng.com>
Sent: Friday, January 31, 2020 2:24 PM
To: Jason Leonard
Cc: Scott Middaugh; Sean Kelly
Subject: BN-20-C1 Xcel Gas Line Relocation
Attachments: FW: 64th Avenue; Exhibit_XcelRelocation.pdf

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

Jason,

Attached email correspondence includes the costs associated for Xcel Energy's gas line relocation costs. Also attached is an exhibit showing the conflict through Drain 53. Xcel is planning to relocate their line south of 64th Avenue South to cross Drain 53.

Here is a summary of their costs:

Drain 53:

Reimbursable Relocation Costs (area outside of Drain 53):	\$19,008.61
Assumed Non-Reimbursable Relocation Costs* (area inside of Drain 53):	\$13,724.22
Total Relocation Cost for Drain 53:	\$32,732.83

* It's my understanding that it's the City/SECWRD position that the area within the drain is non-reimbursable, is that correct?

Conflicts with Storm Drain (South of 64th Avenue between 29th Street and 25th Street):

3 Catch Basin Conflicts between Drain 53 and 25 th Street:	\$13,210.39
1 <i>Potential</i> Catch Basin Conflict between Drain 53 and 2 th Street:	\$ 4,400.00 (rough estimated cost – utility locates were too close to decide whether or not it is actually in conflict)

Xcel has not been able to provide their easements for the line at these storm drain conflicts. They are certain that easements were obtained, as the line was installed in 2014. We explained that without proof of easements, these relocations would be assumed non-reimbursable. However, Xcel remained confident they would be able to provide the easements for reimbursement.

Let me know if you have any questions or would like anything else in regards to this.

Thank you,

Todd Hummel PE



701-241-2302 Direct
701-315-0393 Cell
3203 32nd Ave S Suite 201
 Fargo, ND 58103-6242
 kljeng.com

369

March 4, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-20-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 4, 2020, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-20-A1, located at 10th Street North from 19th Avenue North to 28th Avenue North.

The bids were as follows:

Border States Paving, Inc.	\$2,163,635.63
Dakota Underground Co. Inc.	\$2,169,059.16
Northern Improvement Company	\$2,410,202.60
KPH, Inc.	\$2,582,223.80

Engineer's Estimate	\$2,256,182.50
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The special assessment escrow is in order.

This office recommends award of the contract to Border States Paving, Inc. in the amount of \$2,163,635.63 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-A1****Water Main Replacement, Street Reconstruction & Incidentals**

10th St N from 19th Ave N to 28th Ave 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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-20-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer				
1 Repair Manhole Floor & Invert	EA	7.00	4,070.00	28,490.00
2 Clean Pipe All Sizes All Types	LF	2,484.00	2.90	7,203.60
3 Bore Pipe SDR 26 - 6" Dia PVC	LF	279.00	60.40	16,851.60
4 Repair Pipe w/GB 8" Dia	EA	2.00	5,510.00	11,020.00
5 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	1,117.00	54.60	60,988.20
6 Connect Sewer Service	EA	68.00	1,510.00	102,680.00
Sanitary Sewer Total				227,233.40
Water Main				
7 F&I Fittings C153 Ductile Iron	LB	870.00	8.15	7,090.50
8 F&I Hydrant	EA	7.00	5,340.00	37,380.00
9 Remove Pipe All Sizes All Types	LF	2,621.00	5.80	15,201.80
10 Remove Pipe - Asbestos Cement	LF	80.00	11.60	928.00
11 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	78.00	105.00	8,190.00
12 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,557.00	91.80	234,732.60
13 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	80.00	116.00	9,280.00
14 F&I Gate Valve 6" Dia	EA	8.00	1,490.00	11,920.00
15 F&I Gate Valve 8" Dia	EA	3.00	1,960.00	5,880.00
16 F&I Gate Valve 12" Dia	EA	2.00	3,960.00	7,920.00
17 Bore Pipe 1" Dia Water Service	LF	685.00	37.20	25,482.00
18 F&I Pipe w/GB 1" Dia Water Service	LF	2,056.00	54.60	112,257.60
19 Rem & Repl CS & Box 1" Dia	EA	69.00	668.00	46,092.00
20 Connect Water Service	EA	69.00	319.00	22,011.00
21 Furnish Temp Water Svc	EA	69.00	407.00	28,083.00
22 F&I Casting - Water Service	EA	13.00	227.00	2,951.00
Water Main Total				575,399.50
Storm Sewer				
23 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	127.00	11.60	1,473.20
24 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	229.00	17.40	3,984.60
25 F&I Repair Band 4" thru 12" Dia	EA	2.00	3,140.00	6,280.00
26 F&I Repair Band 14" thru 24" Dia	EA	1.00	3,600.00	3,600.00
27 Repair Manhole	EA	7.00	3,480.00	24,360.00
28 Remove Manhole	EA	1.00	581.00	581.00
29 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	2.00	3,460.00	6,920.00
30 F&I Inlet - Single Box (SBI) Reinf Conc	EA	16.00	3,140.00	50,240.00
31 Remove Inlet	EA	18.00	290.00	5,220.00
32 Connect Pipe to Exist Pipe	EA	2.00	1,160.00	2,320.00
33 Connect Pipe to Exist Structure	EA	13.00	1,390.00	18,070.00
34 Remove Pipe All Sizes All Types	LF	342.00	8.15	2,787.30
35 F&I Pipe w/GB 12" Dia Reinf Conc	LF	127.00	87.10	11,061.70
36 F&I Pipe w/GB 15" Dia Reinf Conc	LF	229.00	91.80	21,022.20

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # BR-20-A1****Water Main Replacement, Street Reconstruction & Incidentals**

			Storm Sewer Total	157,920.00
Paving				
37 Remove Pavement All Thicknesses All Types	SY	7,850.00	6.35	49,847.50
38 Boulevard Grading	SY	9,175.00	4.55	41,746.25
39 Subgrade Preparation	SY	9,924.00	2.25	22,329.00
40 F&I Woven Geotextile	SY	9,924.00	1.70	16,870.80
41 F&I Class 5 Agg - 8" Thick	SY	9,924.00	8.65	85,842.60
42 F&I Class 5 Agg - 12" Thick	SY	32.00	12.90	412.80
43 F&I Edge Drain 4" Dia PVC	LF	5,209.00	7.35	38,286.15
44 F&I Curb & Gutter Standard (Type II)	LF	5,209.00	22.70	118,244.30
45 Remove Curb & Gutter	LF	5,209.00	2.10	10,938.90
46 F&I Pavement 9" Thick Doweled Conc	SY	32.00	290.00	9,280.00
47 F&I Sidewalk 4" Thick Reinf Conc	SY	1,920.00	56.10	107,712.00
48 F&I Sidewalk 6" Thick Reinf Conc	SY	100.00	64.40	6,440.00
49 Remove Sidewalk All Thicknesses All Types	SY	1,974.00	4.85	9,573.90
50 F&I Driveway 6" Thick Reinf Conc	SY	2,012.00	64.40	129,572.80
51 Remove Driveway All Thicknesses All Types	SY	1,920.00	21.80	41,856.00
52 F&I Det Warn Panels Cast Iron	SF	198.00	55.80	11,048.40
53 F&I Aggregate for Asph Pavement FAA 43	TON	3,064.00	36.75	112,602.00
54 F&I Asphalt Cement PG 58S-34	TON	184.00	520.00	95,680.00
55 Rem & Repl Casting - Self Leveling	EA	14.00	2,320.00	32,480.00
56 Casting to Grade - w/Conc	EA	18.00	1,200.00	21,600.00
57 Casting to Grade - no Conc	EA	14.00	822.00	11,508.00
58 GV Box to Grade - Blvd	EA	7.00	198.00	1,386.00
59 GV Box to Grade - no Conc	EA	4.00	228.00	912.00
60 Mulching Type 1 - Hydro	SY	9,175.00	0.58	5,321.50
61 Seeding Type C	SY	13,763.00	1.35	18,580.05
62 Weed Control Type B	SY	9,175.00	0.06	550.50
63 Stormwater Management	LS	1.00	2,920.00	2,920.00
64 Temp Construction Entrance	EA	2.00	1,170.00	2,340.00
65 Inlet Protection - New Inlet	EA	18.00	232.00	4,176.00
66 Inlet Protection - Existing Inlet	EA	25.00	145.00	3,625.00
67 Traffic Control - Type 1	LS	1.00	6,970.00	6,970.00
			Paving Total	1,020,652.45
Street Lighting				
68 Remove Street Light	EA	1.00	348.00	348.00
69 F&I Feed Point	EA	1.00	9,720.00	9,720.00
70 Remove Feed Point	EA	2.00	610.00	1,220.00
71 F&I Base 5' Deep Reinf Conc	EA	16.00	668.00	10,688.00
72 Remove Base	EA	1.00	476.00	476.00
73 F&I Conductor #6 USE Cu	LF	11,232.00	1.45	16,286.40
74 F&I Innerduct 1.5" Dia	LF	4,213.00	7.25	30,544.25
75 F&I Luminaire Type A	EA	16.00	418.00	6,688.00
76 F&I Luminaire Type B	EA	2.00	767.00	1,534.00
77 F&I Pull Box	EA	3.00	987.00	2,961.00
78 F&I Light Standard Type A	EA	16.00	2,310.00	36,960.00
			Street Lighting Total	117,425.65
Traffic Signals				
79 Remove Pull Box PVC	EA	1.00	476.00	476.00
80 Remove Foundation Type IV/Combo	EA	1.00	540.00	540.00
81 F&I Foundation Type IV/Combo	EA	1.00	1,180.00	1,180.00
82 Relocate Signal Standard Type IV/Combo	EA	2.00	4,160.00	8,320.00
83 F&I Ped Push Button Post	EA	6.00	879.00	5,274.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-20-A1

Water Main Replacement, Street Reconstruction & Incidentals

84 F&I Ped Push Button & Sign	EA	8.00	1,320.00	10,560.00
85 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	12,600.00	12,600.00
86 F&I PTZ Camera System	EA	1.00	7,890.00	7,890.00
87 F&I Conduit 1" Dia	LF	43.00	9.85	423.55
88 F&I Conduit 2" Dia	LF	15.00	13.90	208.50
89 F&I Signal Cable AWG 14/2	LF	415.00	1.20	498.00
90 F&I Signal Cable AWG 18/4	LF	439.00	1.55	680.45
91 F&I Signal Cable AWG 14/20	LF	131.00	4.10	537.10
92 F&I Signal Cable #6 RHW	LF	75.00	1.75	131.25
93 F&I Fiber Optic Cable	LF	1,500.00	2.25	3,375.00
94 F&I Fiber Optic Terminations & Equip	LS	1.00	3,150.00	3,150.00
Traffic Signals Total				55,843.85

Pavement Markings

95 F&I Grooved Plastic Film 24" Wide	LF	48.00	65.10	3,124.80
96 F&I Grooved Plastic Film 16" Wide	LF	15.00	48.80	732.00
97 Paint Epoxy Line 4" Wide	LF	200.00	8.15	1,630.00
Pavement Markings Total				5,486.80

Signing

98 F&I Diamond Grade Cubed	SF	36.80	23.20	853.76
99 F&I High Intensity Prismatic	SF	58.80	20.90	1,228.92
100 F&I Sign Assembly	EA	5.00	58.10	290.50
101 F&I Sign Assembly & Anchor	EA	16.00	81.30	1,300.80
Signing Total				3,673.98

Total Construction in \$ 2,163,635.63

Engineering	10.00 %	216,363.56
Legal & Misc	3.00 %	64,909.07
Contingencies	10.00 %	216,363.56
Administration	4.00 %	86,545.43
Interest	4.00 %	86,545.43

Total Estimated Costs 2,834,362.68

Utility Funds - Wastewater - 521	297,676.00
Utility Funds - Water - 501	559,601.00
State Funds - Other ND	1,576,605.66
Special Assessments	400,480.00

Unfunded Costs 0.02

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

Date: 03/04/2020


 Tom Knakmuhs
 Assistant City Engineer



36b

March 4, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UR-20-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 4, 2020, for Storm Sewer Repairs & Incidentals, Improvement District No. UR-20-A1, located from 14th Avenue South to 16th Avenue South and 33rd Street South to 35th Street South.

The bids were as follows:

Dirt Dynamics	\$689,391.10
Key Contracting, Inc.	\$747,427.70
Dakota Underground Co.	\$916,790.19
Engineer's Estimate	\$708,775.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics in the amount of \$689,391.10 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # UR-20-A1****Storm Sewer Repairs & Incidentals**

MH & CB repairs, invert repairs, repair rings, curb & Gutter, handicap ramp. 14 Ave S to 16 Ave S and 33rd St S to 35th St S

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Storm Sewer Repairs & Incidentals Improvement District # UR-20-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section A				
1 Mobilization	LS	1.00	15,000.00	15,000.00
2 Traffic Control - Type 1	LS	1.00	6,875.00	6,875.00
3 Boulevard Grading	SY	600.00	8.00	4,800.00
4 Seeding Type C	SY	600.00	1.65	990.00
5 Mulching Type 1 - Hydro	SY	600.00	1.65	990.00
6 Rem & Repl Curb & Gutter	LF	279.00	55.00	15,345.00
7 Rem & Repl Pavement 10" Thick Asph	SY	524.00	138.00	72,312.00
8 Rem & Repl Driveway 6" Thick Reinf Conc	SY	45.00	55.00	2,475.00
9 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	14.00	53.00	742.00
10 F&I Det Warn Panels Cast Iron	SF	1.00	145.00	145.00
11 Repair Inlet	EA	20.00	3,150.00	63,000.00
12 Repair Manhole	EA	1.00	3,500.00	3,500.00
13 Rem & Repl Casting - Inlet	EA	20.00	758.00	15,160.00
14 Rem & Repl Casting - Self Leveling	EA	1.00	1,202.00	1,202.00
15 Casting to Grade - w/Conc	EA	20.00	1,000.00	20,000.00
16 Casting to Grade - no Conc	EA	1.00	410.00	410.00
17 Remove Pipe All Sizes All Types	LF	889.00	16.00	14,224.00
18 F&I Pipe 12" Dia Reinf Conc	LF	416.00	55.90	23,254.40
19 F&I Pipe 15" Dia Reinf Conc	LF	38.00	62.90	2,390.20
20 F&I Pipe 18" Dia Reinf Conc	LF	435.00	74.50	32,407.50
21 Remove Tree	EA	7.00	150.00	1,050.00
22 Salvage Tree	EA	3.00	750.00	2,250.00
23 F&I Decid Tree 1.5" Dia	EA	7.00	412.00	2,884.00
24 Remove Base	EA	3.00	900.00	2,700.00
25 Remove Street Light	EA	3.00	550.00	1,650.00
26 F&I Base 6' Deep Reinf Conc	EA	3.00	1,265.00	3,795.00
27 F&I Light Standard Type A	EA	3.00	2,750.00	8,250.00
28 F&I Innerduct 1.5" Dia	LF	440.00	11.00	4,840.00
29 F&I Luminaire Type A	EA	3.00	495.00	1,485.00
30 F&I Conductor #6 USE Cu	LF	1,320.00	2.20	2,904.00
31 F&I Pull Box	EA	1.00	1,210.00	1,210.00
32 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	416.00	9.00	3,744.00
33 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	473.00	9.00	4,257.00
Section A Total				336,241.10
Section B				
34 Mobilization	LS	1.00	15,000.00	15,000.00
35 Traffic Control - Type 1	LS	1.00	5,069.00	5,069.00
36 Boulevard Grading	SY	420.00	8.00	3,360.00
37 Seeding Type C	SY	420.00	1.65	693.00
38 Mulching Type 1 - Hydro	SY	420.00	1.65	693.00
39 Rem & Repl Curb & Gutter	LF	582.00	55.00	32,010.00
40 Rem & Repl Pavement 8" Thick Asph	SY	161.00	120.00	19,320.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # UR-20-A1****Storm Sewer Repairs & Incidentals**

41 Rem & Repl Pavement 8" Thick Reinf Conc	SY	178.00	65.00	11,570.00
42 Rem & Repl Driveway 6" Thick Reinf Conc	SY	20.00	55.00	1,100.00
43 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	64.00	53.00	3,392.00
44 F&I Det Warn Panels Cast Iron	SF	16.00	95.00	1,520.00
45 Repair Inlet	EA	25.00	3,150.00	78,750.00
46 Repair Manhole	EA	2.00	3,500.00	7,000.00
47 Modify Inlet Type A	EA	3.00	1,160.00	3,480.00
48 Rem & Repl Casting - Inlet	EA	28.00	758.00	21,224.00
49 Rem & Repl Casting - Std Manhole	EA	2.00	601.00	1,202.00
50 Casting to Grade - w/Conc	EA	28.00	1,000.00	28,000.00
51 Casting to Grade - no Conc	EA	2.00	410.00	820.00
52 Remove Street Light	EA	1.00	550.00	550.00
53 Remove Base	EA	1.00	900.00	900.00
54 F&I Base 6' Deep Reinf Conc	EA	1.00	1,265.00	1,265.00
55 Install Street Light	EA	1.00	275.00	275.00
Section B Total				237,193.00

Section C

56 Mobilization	LS	1.00	10,000.00	10,000.00
57 Traffic Control - Type 1	LS	1.00	750.00	750.00
58 Boulevard Grading	SY	75.00	8.00	600.00
59 Seeding Type C	SY	75.00	3.30	247.50
60 Mulching Type 1 - Hydro	SY	75.00	3.30	247.50
61 Inlet Protection - Existing Inlet	EA	5.00	138.00	690.00
62 Rem & Repl Curb & Gutter	LF	45.00	55.00	2,475.00
63 Rem & Repl Pavement 9" Thick Reinf Conc	SY	50.00	74.00	3,700.00
64 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	23.00	53.00	1,219.00
65 F&I Det Warn Panels Cast Iron	SF	2.00	145.00	290.00
66 Repair Inlet	EA	1.00	3,150.00	3,150.00
67 Repair Manhole	EA	1.00	11,600.00	11,600.00
68 Rem & Repl Casting - Inlet	EA	1.00	758.00	758.00
69 Rem & Repl Casting - Std Manhole	EA	1.00	601.00	601.00
70 Casting to Grade - w/Conc	EA	1.00	1,000.00	1,000.00
71 Casting to Grade - no Conc	EA	1.00	410.00	410.00
72 Remove Street Light	EA	1.00	550.00	550.00
73 Remove Base	EA	1.00	900.00	900.00
74 F&I Base 5' Deep Reinf Conc	EA	1.00	1,265.00	1,265.00
75 Install Street Light	EA	1.00	275.00	275.00
Section C Total				40,728.00

Section D

76 Mobilization	LS	1.00	7,500.00	7,500.00
77 Traffic Control - Type 1	LS	1.00	750.00	750.00
78 Boulevard Grading	SY	300.00	8.00	2,400.00
79 Seeding Type C	SY	300.00	1.65	495.00
80 Mulching Type 1 - Hydro	SY	300.00	1.65	495.00
81 Inlet Protection - Existing Inlet	EA	7.00	138.00	966.00
82 Rem & Repl Curb & Gutter	LF	92.00	55.00	5,060.00
83 Rem & Repl Pavement 8" Thick Asph	SY	31.00	120.00	3,720.00
84 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	46.00	53.00	2,438.00
85 Repair Manhole	EA	3.00	3,714.00	11,142.00
86 Rem & Repl Casting - Std Manhole	EA	3.00	601.00	1,803.00
87 Casting to Grade - no Conc	EA	3.00	410.00	1,230.00
88 Clean Pipe 24" Dia All Types	LF	200.00	4.30	860.00
89 Clean Pipe 36" Dia All Types	LF	70.00	6.50	455.00

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # UR-20-A1****Storm Sewer Repairs & Incidentals**

90 Clean Pipe 42" Dia All Types	LF	70.00	6.50	455.00
Section D Total				39,769.00
Section E				
91 Mobilization	LS	1.00	7,500.00	7,500.00
92 Traffic Control - Type 1	LS	1.00	750.00	750.00
93 Boulevard Grading	SY	60.00	32.00	1,920.00
94 Seeding Type C	SY	60.00	3.30	198.00
95 Mulching Type 1 - Hydro	SY	60.00	3.30	198.00
96 Inlet Protection - Existing Inlet	EA	1.00	138.00	138.00
97 Rem & Repl Curb & Gutter	LF	23.00	55.00	1,265.00
98 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	9.00	53.00	477.00
99 Rem & Repl Pavement 6" Thick Reinf Conc	SY	41.00	55.00	2,255.00
100 Remove Pipe All Sizes All Types	LF	30.00	30.00	900.00
101 Rem & Repl Casting - Inlet	EA	1.00	758.00	758.00
102 Remove Inlet	EA	1.00	585.00	585.00
103 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	5,270.00	5,270.00
104 F&I Pipe 24" Dia Reinf Conc	LF	30.00	154.00	4,620.00
105 Casting to Grade - w/Conc	EA	1.00	508.00	508.00
106 Salvage & Install Fence	LF	29.00	114.00	3,306.00
107 Salvage Retaining Wall	SF	2.00	1,500.00	3,000.00
108 F&I Casting - Floating Manhole	EA	1.00	1,542.00	1,542.00
109 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	30.00	9.00	270.00
Section E Total				35,460.00
Total Construction in \$				689,391.10
Engineering				10.00 % 68,939.11
Legal & Misc				3.00 % 20,681.73
Contingencies				10.00 % 68,939.11
Administration				4.00 % 27,575.64
Interest				4.00 % 27,575.64
Total Estimated Costs				903,102.34
Utility Funds - Stormwater - 524				527,503.00
Special Assessments				375,599.34
Unfunded Costs				0.00

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

Date: 03/04/2020



Tom Knakmuhs

Assistant City Engineer





March 4, 2020

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-20-C1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 4, 2020, for Seal Coat & Incidentals, Improvement District No. PR-20-C1, located at various locations in the City of Fargo.

The bids were as follows:

Pearson Bros., Inc.	\$687,895.19
Asphalt Surface Technologies Corp.	\$703,208.39
Asphalt Preservation Company, Inc.	\$724,418.60
Engineer's Estimate	\$747,412.00

The special assessment escrow is not required.

This office recommends award of the contract to Pearson Bros., Inc. in the amount of \$687,895.19 as the lowest and best bid. No protests have been received.

Sincerely,

A handwritten signature in black ink, appearing to read 'TK', is written over the printed name.

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-20-C1****Seal Coat & Incidentals**

Various areas of City of Fargo

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 Assistant City Engineer for the City of Fargo, North Dakota;

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

Seal Coat & Incidentals Improvement District # PR-20-C1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1				
1 Mobilization	LS	1.00	5,800.00	5,800.00
2 F&I Seal Aggregate A	SY	23,351.00	0.82	19,147.82
3 F&I Seal Oil	GAL	6,071.00	1.44	8,742.24
4 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 1 Total				34,690.06
Section 2				
5 Mobilization	LS	1.00	12,880.00	12,880.00
6 F&I Seal Aggregate A	SY	67,116.00	0.82	55,035.12
7 F&I Seal Oil	GAL	17,451.00	1.44	25,129.44
8 Paint Epoxy Line 16" Wide	LF	26.00	16.60	431.60
9 Paint Epoxy Line 24" Wide	LF	84.00	19.20	1,612.80
10 Traffic Control - Minor	LS	1.00	1,500.00	1,500.00
Section 2 Total				96,588.96
Section 3				
11 Mobilization	LS	1.00	17,230.00	17,230.00
12 F&I Seal Aggregate A	SY	42,202.00	0.82	34,605.64
13 F&I Seal Aggregate B	SY	6,407.00	0.82	5,253.74
14 F&I Seal Oil	GAL	13,279.00	1.44	19,121.76
15 Paint Epoxy Line 4" Wide	LF	3,818.00	2.25	8,590.50
16 Paint Epoxy Line 16" Wide	LF	26.00	16.60	431.60
17 Paint Epoxy Line 24" Wide	LF	294.00	19.20	5,644.80
18 Traffic Control - Minor	LS	1.00	1,500.00	1,500.00
Section 3 Total				92,378.04
Section 4				
19 Mobilization	LS	1.00	30,200.00	30,200.00
20 F&I Pavement Mix Wear Course Asph	TON	20.00	400.00	8,000.00
21 F&I Seal Aggregate B	SY	30,935.00	0.82	25,366.70
22 F&I Seal Oil	GAL	11,137.00	1.44	16,037.28
23 Paint Epoxy Line 4" Wide	LF	13,139.00	2.25	29,562.75
24 Paint Epoxy Line 8" Wide	LF	327.00	4.50	1,471.50
25 Paint Epoxy Line 16" Wide	LF	120.00	16.60	1,992.00
26 Paint Epoxy Line 24" Wide	LF	312.00	19.20	5,990.40
27 Paint Epoxy Message	SF	521.00	18.80	9,794.80
28 Traffic Control - Type 1	LS	1.00	6,000.00	6,000.00
Section 4 Total				134,415.43
Section 5				
29 Mobilization	LS	1.00	2,000.00	2,000.00
30 F&I Seal Aggregate A	SY	8,456.00	0.82	6,933.92
31 F&I Seal Oil	GAL	2,199.00	1.44	3,166.56
32 Traffic Control - Minor	LS	1.00	700.00	700.00
Section 5 Total				12,800.48

ENGINEER'S STATEMENT OF ESTIMATED COST**IMPROVEMENT DISTRICT # PR-20-C1****Seal Coat & Incidentals****Section 6**

33 Mobilization	LS	1.00	10,000.00	10,000.00
34 F&I Seal Aggregate B	SY	23,241.00	0.82	19,057.62
35 F&I Seal Oil	GAL	8,367.00	1.44	12,048.48
36 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 6 Total				42,106.10

Section 7

37 Mobilization	LS	1.00	11,100.00	11,100.00
38 F&I Seal Aggregate B	SY	10,884.00	0.82	8,924.88
39 F&I Seal Oil	GAL	3,919.00	1.44	5,643.36
40 Paint Epoxy Line 4" Wide	LF	544.00	2.25	1,224.00
41 Paint Epoxy Line 8" Wide	LF	198.00	4.50	891.00
42 Paint Epoxy Message	SF	86.00	18.80	1,616.80
43 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 7 Total				30,400.04

Section 8

44 Mobilization	LS	1.00	27,300.00	27,300.00
45 F&I Pavement Mix Wear Course Asph	TON	20.00	400.00	8,000.00
46 F&I Seal Aggregate B	SY	68,396.00	0.82	56,084.72
47 F&I Seal Oil	GAL	24,624.00	1.44	35,458.56
48 Paint Epoxy Line 4" Wide	LF	4,971.50	2.25	11,185.88
49 Paint Epoxy Line 8" Wide	LF	913.00	4.50	4,108.50
50 Paint Epoxy Line 16" Wide	LF	45.00	16.60	747.00
51 Paint Epoxy Line 24" Wide	LF	816.00	19.20	15,667.20
52 Paint Epoxy Message	SF	224.00	18.80	4,211.20
53 Masking	SF	269.00	7.00	1,883.00
54 Obliterate Pavement Markings	SF	1,110.00	3.00	3,330.00
55 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 8 Total				168,976.06

Section 9

56 Mobilization	LS	1.00	10,000.00	10,000.00
57 F&I Seal Aggregate A	SY	18,931.00	0.82	15,523.42
58 F&I Seal Oil	GAL	4,922.00	1.44	7,087.68
59 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 9 Total				33,611.10

Section 10

60 Mobilization	LS	1.00	8,900.00	8,900.00
61 F&I Seal Aggregate B	SY	7,129.00	0.82	5,845.78
62 F&I Seal Oil	GAL	2,567.00	1.44	3,696.48
63 Paint Epoxy Line 4" Wide	LF	810.00	2.25	1,822.50
64 Paint Epoxy Line 8" Wide	LF	130.00	4.50	585.00
65 Paint Epoxy Line 16" Wide	LF	60.00	16.60	996.00
66 Paint Epoxy Line 24" Wide	LF	152.00	19.20	2,918.40
67 Paint Epoxy Message	SF	85.00	18.80	1,598.00
68 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Section 10 Total				27,362.16

Section 11

69 Mobilization	LS	1.00	1,500.00	1,500.00
70 F&I Seal Aggregate A	SY	10,354.00	0.82	8,490.28
71 F&I Seal Oil	GAL	2,692.00	1.44	3,876.48
72 Traffic Control - Minor	LS	1.00	700.00	700.00
Section 11 Total				14,566.76

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PR-20-C1

Seal Coat & Incidentals

Total Construction in \$		687,895.19
Engineering	10.00 %	68,789.52
Legal & Misc	3.00 %	20,636.86
Contingencies	10.00 %	68,789.52
Administration	4.00 %	27,515.81
Interest	4.00 %	27,515.81
Total Estimated Costs		901,142.70
Special Assessments		316,301.06
State Funds - Other ND		584,841.64
Unfunded Costs		0.00

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

Date: 03/04/2020


 Tom Knakmuhs
 Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

(37a)

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:

Storm Sewer Lift Station, Retention Pond & Incidentals

Improvement District No. NN-19-A

Call For Bids March 9, 2020

Advertise Dates March 16 & 23, 2020

Bid Opening Date April 15, 2020

Substantial Completion Date March 1, 2021

Final Completion Date June 30, 2021

N/A PWPEC Report (Attach Copy) – **Part of 2020 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 Jody R. Bertrand, P.E. C.F.M.

Phone No. (701) 241-1548

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

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

X Assessment Map (Attach Copy for Auditor's Office Only)

STORM SEWER LIFT STATION, RETENTION POND & INCIDENTALS

IMPROVEMENT DISTRICT NO. NN-19-A

Nature & Scope

This project is for the construction of a storm sewer/flood control lift station required for the Selkirk Addition and other areas bounded by 64th Avenue South, Cass County Drain #53, I-29 and 76th Avenue South.

Purpose

Construction of a new storm sewer lift station is necessary to pump runoff during flooding conditions on Cass County Drain #53 when gravity discharge is not available. The lift station will service the area noted above and will control the level of at least three internal storm water ponds. The lift station structure will include two pumps and will be located in the flood protection levee along the western side of the drain. Additional storm sewer conveyance and future ponds will be designed and constructed as future developments are completed to the south.

Feasibility

The estimated construction cost is \$1,997,555.50. The project will be funded by 100% Special Assessments with the exception of an Outside Engineering fee offset as follows:

Total Construction Costs

Estimated Construction Cost:	\$ 1,997,555.50
Plus 3% Legal Fees:	\$ 59,926.66
Plus 10% Contingency:	\$ 199,755.55
Plus 4% Administration Fees:	\$ 79,902.22
Plus 4% Interest Fees:	\$ 79,902.22
Plus 12.52% Outside Engineering (Consultant 10% Max.):	\$ 250,000.00
Total Estimated Cost:	\$ 2,667,042.15

Cost Distribution

Estimated Assessed Cost:	\$ 2,616,797.70
Storm Sewer Utility Cost (Engineering Offset):	\$ 50,244.45
Total Estimated Cost:	\$ 2,667,042.15

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STORM SEWER LIFT STATION,
RETENTION POND & INCIDENTALS

IMPROVEMENT DISTRICT NN-19-A

LOCATION:

An area bound on the north by 64th Avenue South, bound on the east by Cass County Drain #53, bound on the south by 76th Avenue South and bound on the west by Interstate 29.

COMPRISING:

All unplatted land in the area bound on the north by 64th Avenue South, bound on the east by Cass County Drain #53, bound on the south by 76th Avenue South and bound on the west by Interstate 29 located in Section 11, T. 138 N, R. 49 W, 5th Principal Meridian.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.

IMPROVEMENT DISTRICT NO. NN-19-A1

COVER SHEET
CITY OF FARGO PROJECTS

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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:

PCC Paving, Site Grading, Structures, Storm Sewer, Water Main Replacement, Street Lighting, Sidewalk & Incidentals

Improvement District No. BN-20-C

Call For Bids March 9, 2020

Advertise Dates March 16 & 23, 2020

Bid Opening Date April 15, 2020

Substantial Completion Date September 26, 2020

Final Completion Date October 31, 2020

N/A PWPEC Report (Attach Copy) – **Part of 2020 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 Leonard

Phone No. (701) 241-1555

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

PCC PAVING, SITE GRADING, STRUCTURES, STORM SEWER, WATER MAIN
REPLACEMENT, STREET LIGHTING, SIDEWALK & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-C

Nature & Scope

This project will upgrade 64th Avenue South (25th Street South to 33rd Street South) from a rural 2-lane gravel roadway section to a 3-lane urban concrete street section with curb and gutter, upgraded storm sewer system, miscellaneous water distribution improvements and upgrading existing steel culverts with new concrete box culvert at drain location.

Purpose

This project will install necessary infrastructure and urbanize the existing roadway for the continued growth of the City of Fargo. The finished product will provide better water distribution, storm drainage, improved roadway lighting, improved roadway and pedestrian network.

The project will be funded by a combination of City Funds, Cass County Water Resource District and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Feasibility

The estimated cost of construction is \$5,872,325.40. The cost breakdown is as follows:

Water Main Costs	\$	670,570
Plus Outside Engineering Fee:	\$	67,057
Plus 4% Administration Fee:	\$	26,823
Plus 3% Legal Fee:	\$	20,117
Plus 4% Interest Fee:	\$	26,823
Plus 10% Contingency:	\$	67,057
Total Estimated Water Main Cost:	\$	878,447
 Amount Special Assessed:	 \$	 807,657
Amount City Funded:	\$	67,057

Storm Sewer Costs	\$	869,040
Plus Outside Engineering Fee:	\$	86,904
Plus 4% Administration Fee:	\$	34,762
Plus 3% Legal Fee:	\$	26,071
Plus 4% Interest Fee:	\$	34,762
Plus 10% Contingency:	\$	86,904
Total Estimated Storm Sewer Cost:	\$	1,138,442
 Amount Special Assessed:	 \$	 119,944
Amount City Funded:	\$	1,018,498

Paving Costs	\$	4,332,715
Plus Outside Engineering Fee:	\$	433,272
Plus 4% Administration Fee:	\$	173,309
Plus 3% Legal Fee:	\$	129,981
Plus 4% Interest Fee:	\$	173,309
Plus 10% Contingency:	\$	433,272
Total Estimated Paving Cost:	\$	5,675,857
Amount Special Assessed:	\$	3,555,754
Amount Southeast Cass Water Resource Funded:	\$	173,073
Amount City Funded:	\$	1,870,308

Miscellaneous Costs		
Right-of-Way and Easements:	\$	186,201
Utility Relocations:	\$	21,659
Total Miscellaneous Costs:	\$	207,859
Amount City Funded:	\$	207,859

Project Funding Summary		
Sales Tax	40.04%	\$ 3,163,722.71
Southeast Cass Water Resource District	3.16%	\$ 249,795.00
Special Assessments	56.79%	\$ 4,487,087.96
Total Estimated Project Cost		\$ 7,900,605.67

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION AND COMPRISING

PCC PAVING, SITE GRADING, STRUCTURES, STORM SEWER, WATER MAIN
REPLACEMENT, STREET LIGHTING, SIDEWALK & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-C

LOCATION:

On 64th Avenue South from 25th Street South to 33rd Street South.

COMPRISING:

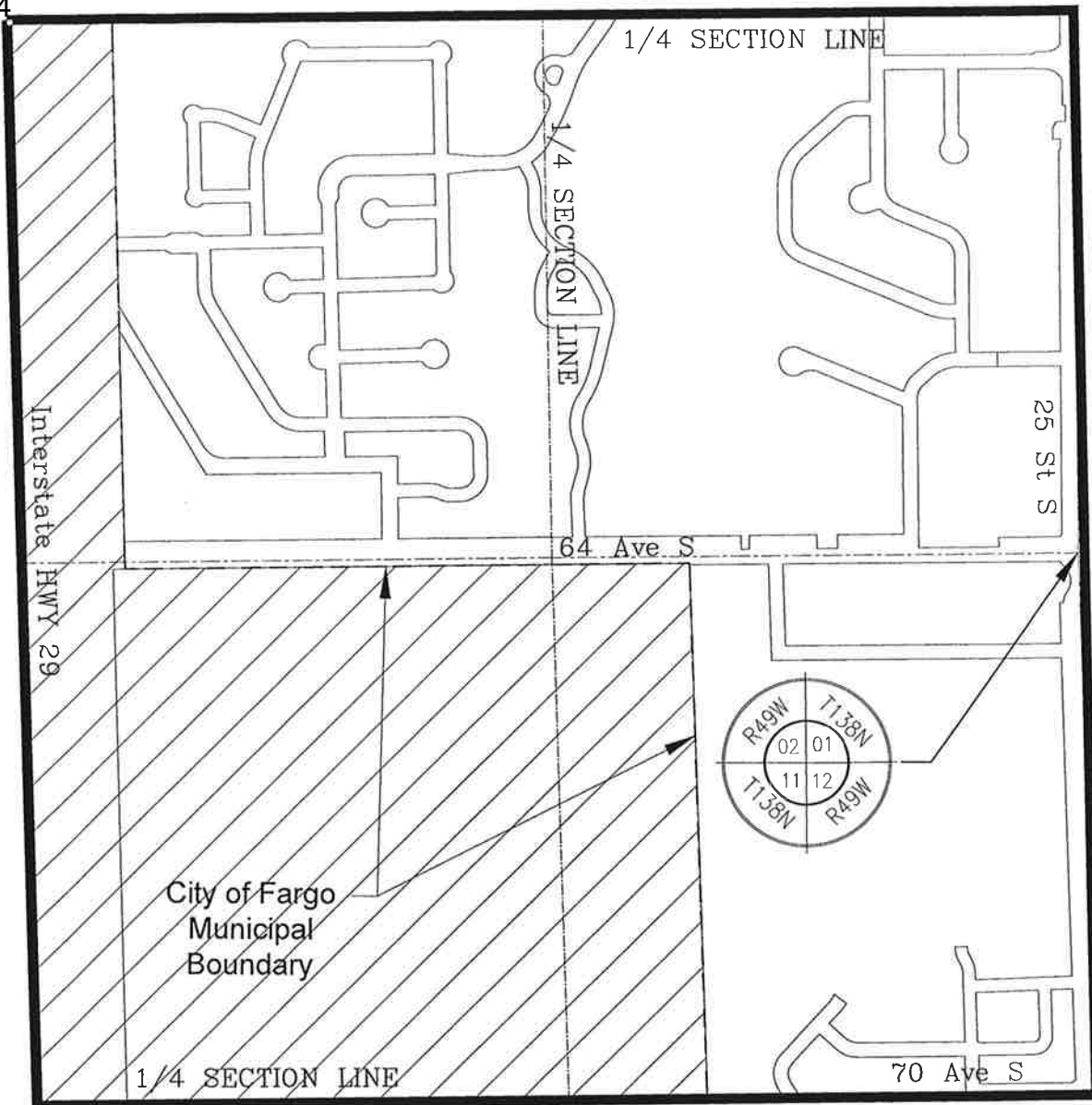
Bounded on the north at the 1/4 Section lines of Section 2, Township 138 North, Range 49 West.

Bounded on the south at the 1/4 Section line of Section 11, Township 138 North, Range 49 West.

Bounded on the west at the Section line of Section 2 and Section 11, Township 138 North, Range 49 West.

Bounded on the east at 25th Street South, the east section line of Section 2 and Section 11, Township 138 North, Range 49 West.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota and its Extra-Territorial Area.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PCC PAVING, SITE GRADING, STRUCTURES, STORM SEWER, WATERMAIN
REPLACEMENT, STREET LIGHTING, SIDEWALK
& INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-20-C



FUTURE BENEFITING AREA OUTSIDE CITY LIMITS