FARGO CITY COMMISSION AGENDA
Monday, May 21, 2018 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, May 7, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Amending Sections 25-3001, 25-3002 and 25-3006, and Repealing Sections 25-3003 and 25-3004 of Article 25-30 of Chapter 25 of the Fargo Municipal Code Relating to Alarm Systems.

2. 2nd reading and final adoption of an Ordinance Amending Sections 11-0805, 11-0806, 11-0807, 11-0819 and 11-0821 of Article 11-08 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances; 1st reading, 5/7/18.

3. Draft Ordinance Amending Section 25-1506 of Article 2-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages and direct the City Attorney to finalize the terms of the Ordinance and to waive the 45-day application period stated in the Draft Ordinance for the Downtown Street Fair, provided the Ordinance is adopted by such time.

4. Master Attachment Agreement for Attachment of Wireless Communications Facilities to Certain City Owned Structures in the Public Right of Way with Mobilitie, LLC.

5. Receive and file General Fund – Budget to Actual through April 30, 2018 (unaudited).

6. Site Authorizations for Games of Chance:
   a. Plains Art Museum at Wild Bill's Sports Saloon, Big Top Bingo, King Pin Casino (The Bowler) and Fargo Billiards and Gastropub.
   b. VFW Post 762 at the VFW Club.
   c. Northern Prairie Performing Arts at D'Woods at Ramada Inn, Windbreak Lounge and Space Aliens.
   d. Team Makers Club, Inc. at Lucky's 13 Pub, Holiday Inn, Frank's Lounge, Fargodome. and Sanford Health Athletic Complex, Scheels Center.

7. Applications for Games of Chance:
   a. Chandler Hazel Ponce Benefit for a raffle on 6/10/18; Public Spirited Resolution.
   b. United Way of Cass Clay for a raffle on 6/12/18.
   c. Kringen Club Inc. for bingo on 7/1/18 to 6/30/19.

8. Agreement with R.L. Engebretson Architects Fargo LLC for predesign work at the FARGODOME and an adjustment from the FARGODOME surplus fund to the FARGODOME capital budget, in the amount of $300,000.00, for funding of the work.

9. Notice of Grant Award with the ND Department of Health for the Ryan White Part B/Case Management (CFDA #93.917).

10. Contract Agreement with Little Tykes Daycare and Learning Center to provide a breastfeeding friendly environment for their employees.

11. Amendment to the Notice of Grant Award with the ND Department of Health for Title X Family Planning Program (CFDA #93.217).

12. Resolution Approving Schedule of Administrative Costs for Enforcement or Abatement of Tall Grass and Noxious Weed Nuisances – Fargo Municipal Code Article 11-08.

13. Purchase of Service Agreement with Central Cass School District for nursing services for the 2018-2019 school year.

14. Bid award for sound masking system.

15. Library budget adjustment, in the amount of $95,048.00, for two additional Library Associate II's and additional security coverage.

16. Certificate of Completion, Tax Increment Note and the Private Placement Memorandum with EG & Co. Junction 9, LLC (Junction 9 Apartments).

17. Certificate of Completion, Tax Increment Note and Private Placement Memorandum with 710 Lofts, LLC (710 Lofts Apartments).

18. Authorize the Strategic Planning Director to submit a survey and application to designate the City of Fargo as a Main Street Community.

19. Direct City Attorney to draft language for the Municipal Code and/or policy to allow mobile vending units to operate in the right-of-way.

20. Agreement Regarding Extraterritorial Zoning Jurisdiction and Annexation City of West Fargo/City of Fargo.

21. Wildlife Management Program Report for 2017/2018 and Resolution authorizing program for 2018-2019.

22. Change Orders for the City Hall Project:
    a. No. 14 for an increase of $483 for mechanical construction contract.
    b. No. 12 for an increase of $19,377.00 for the electrical construction contract.
    c. No. 13 for an increase of $1,986.00 for the electrical construction contract.

23. Option for a private property owner to charge the cost of removing a diseased elm tree over a five-year period with interest to accrue on the unpaid balance at a rate of 5% per annum.

24. Memorandum of Understanding Supporting a Performance Based Planning Process with the NDDOT and the Fargo-Moorhead Metropolitan Council of Governments.

25. Change Orders for Project No. WA1301:

a. No. 17 for an increase of $269,252.00 for the general construction contract.
b. No. 15 for an increase of $43,354.02 for the mechanical construction contract.
c. No. 9 for an increase of $32,200.00 for the electrical construction contract.

26. Engineering Change Order for an increase of $26,700.75 with Wenck Associates for Project No. SW16-03.

27. Agreement of Terms and Conditions for Household Hazardous Waste Services with Clean Harbors Environmental Services, Inc. and Agreement of Terms and Conditions for Recycling Services with Green Lights Recycling, Inc.

28. Request for an additional 60-day leave of absence for Gerald Ripplinger.

29. Bid award for Cell 19 & Scales Area Waste Excavation (Project No. SW18-01).

30. Bid advertisement for Valve Replacement at Water Tower Nos. 4 and 9.

31. Purchase Agreement with Sharon B. Rostad for property located at 4003 Copperfield Court South (Project No. MS-15-K0).

32. Contract Amendment No. 6 in the amount of $78,500.00 for Project No. FM-14-0.

33. Bid advertisement for Project No. FM-15-F2.

34. Bills.

35. Agreement for Special Improvements with Grayland Holding Company LLC for municipal improvements in Grayland First Addition (Improvement District No. BN-18-B1).

36. Change Order No. 3 for a time extension to 6/8/18 for Improvement District No. BR-17-J1.

37. Bid awards for Improvement District Nos. BN-18-B1, BR-18-G2, NR-18-A1, PN-18-A1 and TN-18-A1.

38. Create Improvement District No. DN-18-A.

39. Contracts and bonds for Improvement District Nos. BN-18-A1, BR-18-G1 and PR-18-C1.

REGULAR AGENDA:

40. Fargo Youth Initiative (FYI) 2018 report.

41. Update on the Plastic Bag Task Force.

42. Public Hearings - 5:15 pm:
    a. Transfer of a Class "FA" Alcoholic Beverage License from Anderson Franchise Investment d/b/a Perla's Fresh Mexican to North Star Hospitality LLC d/b/a 47 Degrees North at 4281 45th Street South; continued from the 4/23/18 Regular Meeting.

    b. Application for a Class "F" Alcoholic Beverage License for Drunken Noodle d/b/a Wasabi/Poke Bowl at 560 2nd Avenue North.

c. Transfer of a Class "FA" Alcoholic Beverage License from Mom's Kitchen Inc. d/b/a Tailgator's/Mom's Kitchen to 1631 Hospitality LLC d/b/a Black Sheep Grill & Tavern at 635 2nd Avenue North.

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

43. 1st reading of Ordinance Amending Section 25-1509.2, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.

44. Commissioner Gehrig would like to discuss the hiring of a consultant to look at the City's liquor license structure and capping policy.

45. Recommendations for appointments to the Native American Commission.

46. Consider proposed Second Amendment to the MOU between the City of Oxbow and the Metro Flood Diversion Board of Authority, Cass County Joint Water Resource District, Cass County and the City of Fargo.

47. Recommendation for Interim Infrastructure Funding Policy.

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

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

CITY OF Fargo

(1)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 15, 2018

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

Dear Commissioners:

The unnecessary deployment of scarce and critical police resources prompted a review of the existing Alarm Ordinance, Article 25-30 of the Fargo Municipal Code. In addition, the use of outdated terminology and the need for clarification of the false alarm fee schedule resulted in the amended Article 25-30 ALARM SYSTEM presented to you today for your consideration.

It is my understanding that when an alarm is triggered, two Police units are dispatched in every instance, and in most cases an officer is being pulled from other duties. Police records reflect that Officers are responding to an average of 3.45 false alarms per day, spend over 20 minutes on alarm calls from time of dispatch, and oftentimes stay on scene until a key holder arrives. Further, records establish that over 70% of alarm calls are false alarms (defined as alarms other than those which are the result of criminal activity, are weather related, or police response is canceled prior to arriving on scene). In 2017 Police responded to a total of 1,848 alarms, 73% of which were false. Frequently the alarm is as a result of technical deficiencies, and would thus be deemed a false alarm.

The revised ordinance proposes a revised alarm period definition of one calendar year, and has a progressive cumulative fee structure. This change is recommended in large part due to some alarm user's willingness to incur the existing nominal fee rather than pay the cost of repairing the system. This course of action ultimately costs the public an inordinate amount and results in an unacceptable burden on police resources. The revised ordinance further provides that at some point the Chief of Police may determine that further response is unwarranted, and upon proper notice to the alarm user suspend response. Unfortunately, because of the proliferation of alarm systems many municipalities have found it necessary to address the burden on resources in this manner.

Suggested Motion: I move to receive and file an ordinance amending Article 25-30 Alarm System, and place the Ordinance on for First Reading at the next regularly scheduled meeting.

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

Regards,

Nancy J. Morris

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

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

25-3001. Definitions.--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Section 2. Amendment.

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

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

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

B. Specific provisions relating to testing procedures;

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

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

Section 3. Repeal.

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

Section 4. Repeal.

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

Section 5. Amendment.

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

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

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

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

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

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

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

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

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

Section 6. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(2)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 11-0805, 11-0806, 11-0807, 11-0819 AND 11-0821 OF ARTICLE 11-08 OF CHAPTER 11 OF THE FARGO MUNICIPAL CODE RELATING TO ENVIRONMENTAL NUISANCES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 11-0805 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0805. Control of stagnant water, noxious or other weeds, tall grass.--No stagnant water shall be allowed to stand or remain, noxious or other weeds, or grass allowed to grow more than eight inches (8") in length upon or along the line of any railroad, street, highway, alley, public place, along or upon any vacant or other lot or real estate parcel, public or private, or other place within the city. ~~An area having more than thirty percent (30%) of grass plants in excess of eight inches (8") in length shall be deemed a violation of this section.~~ For purposes of this article, "noxious weeds" shall mean any species of plant or vegetation recognized by the North Dakota State Weed Board as a noxious weed.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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Section 2. Amendment.

Section 11-0806 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0806. Duty of property owners to control stagnant water, fill excavations, remove dirt piles, noxious or other weeds, tall grasses.--It shall be the duty of all property owners, occupants, or persons having control over private property to remove or drain stagnant water, to fill excavations, to remove dirt piles, to remove noxious or other weeds, and to maintain the growth of grass on such property so that it does not exceed eight inches (8") in length. These requirements apply to areas along and upon any railroad, street, highway, alley, public place or along or upon any vacant or other lot or place within the city. ~~An area having more than thirty percent (30%) of grass plants in excess of eight inches (8") in length shall be deemed a violation of this section.~~

Section 3. Amendment.

Section 11-0807 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0807. Failure to drain stagnant water, fill excavations, remove dirt piles, remove weeds, maintain grass.--Notice of violation.--Notice of a violation of this article shall be mailed to the ~~registered~~ record property owner as shown in the property tax records maintained in the city assessor's office, upon any agent of the property owner, and upon any occupant of the property when appropriate. The owner, agent, tenant or person in charge of the property shall take appropriate action to remove the stagnant water, fill excavations, remove dirt piles, fill holes or depressions, cut and/or keep down the growth of any noxious or other weeds, and maintain all grasses not to exceed eight inches (8") in height, as directed by the health department within the specified period of time. If the property owner, tenant, or agent fails to take such appropriate action within the time period as directed by the health department, the health department shall have authority to remove or drain off any stagnant water, fill all excavations, holes, or depressions, and cut or mow any noxious or other weeds and grasses.

Section 4. Amendment.

Section 11-0819 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0819. Violations and nuisances, health officer's duty to remedy violations and abate,

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notice.--Upon finding a violation of any section in article 11-08, the health officer, or ~~his~~ designee thereof, shall provide notice to the owner, occupant, or person in control of the property of the violation, ordering its abatement or corrected and ~~along with a~~ stating a deadline ~~within which to correct the violation~~ for such abatement or correction to occur. If the violation is not abated or corrected by the deadline, the health officer, or ~~his~~ designee thereof, is authorized to take further enforcement action to remedy the violation or to abate the nuisance. In the event a property owner has been found to be in violation of one or more provisions of this article within the prior 18 months, the health department is authorized to issue a single written notice of the violation, delivered as provided in this article, said notice to contain a standing order that requires compliance with such maintenance requirement or requirements for such period of time as stated therein, said period to not exceed 8 months from the date of the order. After such standing order has been provided, should the health department determine that the lot, parcel or other place that is the subject of the notice and standing order has not been maintained in accordance with said order, the health department is authorized to take further action to remedy the violation or to abate the nuisance. Any costs associated with correcting the violation or abating the nuisance shall be chargeable to the property as otherwise authorized under this article. In addition, the health officer is authorized to include within such costs the costs of administration of the nuisance abatement program pertaining to this article and to establish a schedule of such costs to be approved by resolution of the board of city commissioners.

Section 5. Amendment.

Section 11-0821 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0821. Penalties for violation.--Any person, firm, company, or corporation violating any provision in article 11-08, other than section 11-0814, shall upon conviction, be punished by a fine not to exceed ~~$500~~$1000, with the court having such power and discretion to suspend such fine and to revoke suspension thereof. Each day any person, firm, company, or corporation shall violate the provisions of this article shall constitute a separate offense.

Section 6. Penalty.

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

OFFICE OF THE CITY ATTORNEY
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Section 7. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

CITY OF Fargo

(3)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 17, 2018

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

Re: DCP-E Event Permit

Dear Commissioners,

Presented to you today for your consideration is a DRAFT Ordinance, 25-1506. CC-designated DCP-E. The Downtown Community Partnership ("DCP") first requested this permit concept at the Liquor Control Board meeting on February 21, 2018. Liquor Control voted in favor of presenting the concept to the City Commission for discussion and direction. Steve Sprague appeared before the City Commission and outlined the general request. City Commission voted in favor of exploring a permit under limited circumstances in which alcohol may be present on public streets and sidewalks. Steve Sprague and I then met several times with Melissa Rademacher, President of the DCP, to establish the parameters of the contemplated permit. We also met with Police Chief Todd to explore safety and enforcement issues and concerns. A detailed bullet point presentation was then made available to the Liquor Control Board on April 18, 2018. At that time the Liquor Control Board voted in favor of making the permit terms available to the public for comment on the city website. The document was also emailed to all liquor license holders and those who receive notice of the Liquor Control Board agenda.

At its meeting on May 16, 2018, the Liquor Control Board considered the terms of the attached draft Ordinance following the bullet point presentation made available the prior month. After discussion and public comment, the Liquor Control Board voted unanimously to approve the DCP-E permit, with the inclusion of a sunset provision of December 31, 2018, and move the draft Ordinance onto City Commission for approval.

As you know, the intent of this permit is to allow participants in specific, limited Downtown Community Partnership events to engage in the public consumption of alcohol in defined downtown locations. The Draft Ordinance has been crafted to identify the entity that may seek the permit, and further provides that the Board of the Downtown Community Partnership, comprised of Downtown Business representatives, must approve the application prior to its submission to the city. The Draft Ordinance further provides that the Event Space

must be clearly identified, and signs and barriers in place to inform the public where alcohol may be consumed, under defined circumstances. The Draft Ordinance sets out criteria for such consumption, including sales of alcohol by E Permit eligible vendors only, whom will be selected by the DCP, in DCP issued cups and only to event participants wearing DCP issued wristbands. The hours of any permitted event are limited to before 9:00 p.m. Security for the DCP-E permitted event will be provided by Extra Duty Officers, determined at the discretion of the Chief of Police, at DCP's cost.

The DCP-E permit provides that the application must be made 45 days' in advance of the planned event in order to ensure adequate notice to the public and Police Department. Although the terms of the DCP-E permit have been a work in process, culminating in the Draft Ordinance presented to you today, DCP has indicated a desire to employ the application process for the Street Fair to be held July 19 to July 21, 2018. This Draft Ordinance is being presented to you today for approval in light of DCP's need for assurance of the Event Permit eligibility due to the lead time needed to order supplies and otherwise prepare for such a large event.

Suggested Motion: I move to approve in the terms of the enclosed Draft Ordinance, Amending Section 25-1506 of Article 2-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages, and direct the City Attorney to finalize the terms of an Ordinance for presentation at the next regularly scheduled City Commission meeting containing substantially similar provisions. I further move to waive the 45 day application period stated in the proposed Draft Ordinance for the Downtown Street Fair to be held July 19-21, 2018, provided the Ordinance approving the DCP-E Permit is adopted by such time.

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

Sincerely,

Nancy J. Morris

Enclosure

cc: Steve Sprague
Police Chief David Todd

AN ORDINANCE AMENDING SECTION 25-1506, OF ARTICLE 25-15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1506 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended to enact a new paragraph CC:

* * *

CC. The Downtown Community Partnership – E Permit "DCP-E Permit" shall authorize the licensee to sell "on-sale" only, subject to the following conditions:

1. Downtown Community Partnership (DCP) is a non-profit corporation established January 15, 2014, operated as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code with the states purpose of serving the Downtown Business Community.
2. E Permit Application for the suspension of the prohibition of Consumption of Alcohol in a Public Place- FMC § 25-1509.1 and 25-1513 (A), and in addition to the exception identified in 25-1509 (J) - Sidewalk Dining.
3. Event Space must be clearly stated in the application, which space shall include

public streets closed to the traveling public, adjacent sidewalks, and designated alley ways adjacent to such streets and sidewalks. Such event space may also include private property, provided written consent of the property owner accompanies the application.

4. The defined Event Space must be clearly marked with signs, special markings and other demarcations such that participants are advised as to the boundaries of the permitted Event Space. All access and egress points must be clearly marked, and any space adjacent to the permitted space must be signed: NO ALCOHOL PERMITTED BEYOND THIS SIGN, or signs of similar import.
5. Permit Applications for Events MUST be approved by the Board of Directors of the DCP.
6. DCP will accept applications from E permit eligible Retail Alcohol License holders to serve as alcohol vendors at qualified DCP-E permit Events.
7. DCP will select the qualified alcohol vendors for its events.
8. The selected alcohol vendors MUST file an E-Permit Application to participate in the DCP Event.
9. The DCP will charge selected alcohol vendors a fee for participation, and the DCP will in return make the necessary arrangements for the Event, and incur the additional security costs.
10. Alcohol may ONLY be served in clearly identifiable plastic Event Cups provided by the DCP. There shall be no cans, bottles or other containers containing alcohol permitted.
11. The DCP will provide the approved alcohol vendors with wrist bands that MUST be worn by Event participants in order to consume alcohol in the Event Space.
12. Alcohol Vendors shall be responsible for compliance with all laws and regulations concerning alcohol service.
13. Hours of alcohol service for the permitted event shall be approved in advance.
14. In no event shall a DCP-E Permit be granted allowing open container/alcohol consumption in a public space after 9:00 p.m., after which time the Open Container/Public Consumption laws shall be in full force and effect.
15. DCP shall be eligible to receive a limited number of permits per year, in an amount to be determined by the City Commission or designee.
16. Denial of a permit is without recourse.
17. The DCP-E permit application MUST be made at least 45 days in advance of the requested event.
18. DCP must provide an estimate of the anticipated number of attendees. The Chief of Police or designee shall determine the number of additional personnel (Extra Duty Officers) necessary to patrol the event space and surrounding area.

19. DCP shall be responsible for the cost of the FPD Extra Duty Officers, at the rate established by the FPD.
20. Sales of alcohol at DCP-E events shall be considered on-sale. No off-sale shall be permitted in the Event Space.
21. No outside alcoholic beverages shall be permitted in the Event Space. No personal use coolers for individual alcohol consumption will be permitted in the Event Space.
22. The fee for DCP-E permit shall be the same as E permits. Each participating licensee shall also request an E permit, cross referencing the DCP- E permit Event Space.
23. No other E permits shall be granted for the Event Space during the DCP-E permitted times or locations.
24. The suspension of the laws against open container/consumption in public shall ONLY be allowed in the permitted Event Space during the event hours, by event participants wearing a DCP issued wrist band and drinking out of DCP issued plastic cup. Others engaging in this behavior will be directed to discontinue the behavior. Open Container/Public Consumption laws shall be in full force and effect outside of the Event Space, and all times outside of the permitted hours.
25. All other laws and regulations shall be in full force and effect.

Section 2. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

DRAFT

CITY OF Fargo

(4)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 14, 2018

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

Dear Commissioners,

Presented to you today for your consideration is the culmination of extensive negotiations regarding the applicable terms to control the relationship between Mobilitie, LLC, a small cell wireless facilities provider and Fargo. As you may recall, the city adopted a new ordinance, Article 24-04- Wireless Telecommunication Facilities in the Public Right of Way- Requirements and Permits. This Master Attachment Agreement (MAA) outlines the terms and conditions applicable to Mobilitie's attachment of small cell equipment to city infrastructure, as provided by Ordinance. The Guidelines adopted by Resolution on January 30, 2017, are applicable to the attachments contemplated by this MAA.

Mobilitie and the Engineering Department have been diligently working to identify appropriate locations for the replacement of existing infrastructure and the attachment of the small cell technology in the right of way, due to the fact that existing street lights and traffic signals will not safely accommodate this new technology. Upon final approval, the Site License and Bill of Sale for each attachment will be executed by the parties. The MAA provides that Mobilitie will be the owner of the equipment on the Fargo infrastructure, will provide the necessary insurance, employ licensed contractors to work in the right of way, and comply with all applicable FCC regulations, among others. Mobilitie may lease the equipment to a third party retail provider but shall remain responsible for the equipment at all times.

The MAA is for a 10 year period, renewal by the parties with an additional fee pursuant to the Guidelines. The MAA and Ordinance terms provide that the city has the right to remove or relocate the attached equipment under various circumstances, the paramount consideration being the protection of the health and welfare of the public.

The construction season is upon us. It is anticipated that Mobilitie will commence the small cell build out in the very near future. Accordingly, it my recommendation that the City Commission approve the attached Master Attachment Agreement in accordance with Article 24-04 and the Guidelines adopted by this Commission.

Suggested Motion: I move to approve the Master Attachment Agreement for Attachment of Wireless Communications Facilities to Certain City Owned Structures in the Public Right of Way between the City of Fargo and Mobilitie, LLC.

Please feel free to contact me if you have any questions or concerns regarding this important step toward the deployment of 5g technology in the city of Fargo.

Regards,

Nancy J. Morris

Enclosure

MASTER ATTACHMENT AGREEMENT FOR ATTACHMENT OF WIRELESS COMMUNICATIONS FACILITIES TO CERTAIN CITY OWNED STRUCTURES IN THE PUBLIC RIGHT OF WAY

This Master Attachment Agreement (the "Agreement") is made this ____ day of _____ between the City of Fargo, North Dakota, with its principal offices located at 200 Third Street North, Fargo, North Dakota 58102, hereinafter designated "LICENSOR" or "City" and Mobilitie, LLC, hereinafter designated "LICENSEE." LICENSOR/City and LICENSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

WHEREAS, LICENSOR owns and controls, or will own and control, certain city-owned structures, including light poles, traffic lights, and other structures designed and used for public purposes, whether existing, replacement, or new stealth structures, within the public right-of-way ("ROW") in the City of Fargo, North Dakota; and

WHEREAS, LICENSEE desires to install, maintain, and operate Wireless Communications Facilities or "WCF", as that term is defined, in and/or upon certain of LICENSOR's City Owned Structures ("Premises"); and

WHEREAS, LICENSOR, acting in a proprietary capacity as landlord, desires to grant to LICENSEE the nonexclusive right to attach Wireless Communications Facilities to one or more such Premises for the purpose of providing wireless communication services; and

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement to define the general terms and conditions that will govern their relationship with respect to particular Premises upon which LICENSOR may wish to permit LICENSEE to install, maintain and operate Wireless Communications Facilities as hereinafter set forth; and

WHEREAS, LICENSOR and LICENSEE acknowledge that they will execute and make part of this Agreement a Site License, an exhibit copy of which is attached hereto as Exhibit A, with respect to particular Premises which the Parties agree to license.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

I. DEFINITIONS

In addition to the definitions in this Agreement, all terms within this Agreement that are defined in Section 24-0402 of the Fargo Municipal Code shall have the same meaning as set forth therein.

II. LICENSEE'S REQUEST TO USE PREMISES

A. Before the LICENSEE shall make use of the certain space on any of the LICENSOR's Premises within the public rights of way, LICENSEE shall (1) obtain a Wireless Communications Facilities Permit ("WCF Permit") permitting the Wireless Communication Facility to occupy the public rights of way in accordance with Article 24-04 of the Fargo Municipal Code ("Ordinance") and the Wireless Facility Guidelines; and (2) obtain a Site License, in a form that is consistent with the Site License that is attached hereto as Exhibit "A," conferring upon LICENSEE the non-exclusive right to attach a Wireless Communication Facility to the Premises and to install, use, operate, maintain, repair, replace, store or remove its antennas, equipment, and appurtenances in or on the Premises in a manner consistent with the terms of this Agreement. Any Site License issued pursuant to this Agreement shall be effective upon the issuance of a corresponding WCF Permit for the site under Article 24-04.

B. Before a Site License conferring Wireless Communication Facility attachment rights will be issued, LICENSEE must submit the following documentation, in such form as the LICENSOR may reasonably require:

1. Construction Plans. The Construction Plans must identify the Premises of the LICENSOR to be used, the number and character of the attachments to be placed on such Premises, preexisting equipment necessary for LICENSEE's use, whether LICENSEE intends to install new or replace existing Premises, any additional structures which may be required, and any new installations for transmission conduit, pull boxes, and appurtenances. This information shall be provided through CAD drawings showing the location and materials of all planned installations, including existing utilities; Construction Specifications and Product Specifications for all planned installations; Diagrams and Shop Drawings of proposed WCFs; and a complete and detailed inventory of all equipment and personal property of LICENSEE to be placed on the Licensed Premises.

2. Structural Study. LICENSEE must obtain and submit to the LICENSOR a structural engineering calculations and analysis ("Study"), carried out by a qualified structural engineer, showing that the Premises is/are able to support the Wireless Communications Facilities. Said study must be signed by a professional engineer licensed in North Dakota. If the Study finds that any proposed Premises are inadequate to support the proposed antenna loads, LICENSOR may decline to

permit installation or may require replacement of the structure as a condition of approval.

3. Work Schedule. LICENSEE must describe the expected work schedule to install and commence operation of the WCF, including a proposed date on which construction is to begin, the days on which construction is to occur and the nature and duration of anticipated obstructions in the public Right of Way, in accordance with Article 24-03 of the Fargo Municipal Code.

C. LICENSEE shall have the non-exclusive right, at its sole cost and expense, to use the Premises to install, operate, support and maintain Wireless Communications Facilities, only as described by LICENSEE in an applicable Site License and other documentation provided to and approved by LICENSOR, which approval will not be unreasonably withheld, conditioned or delayed ("Approved Use").

D. All Premises used by LICENSEE under this Agreement shall remain the property of LICENSOR. Any payments made by LICENSEE for the replacement of an existing City Owned Structure or changes to conduits, conductor pull boxes, facilities, and appurtenances upon such structure under this Agreement shall not entitle LICENSEE to ownership of any of said structure. In the event LICENSOR approves the installation by LICENSEE of a replacement structure in accordance with Section 24-0406 of the Fargo Municipal Code, such structure shall be dedicated to and owned by the City upon completion of structure installation. No Site License for such replacement structure will be granted without LICENSOR first having executed a bill of sale for the replacement structure, free of all liens and encumbrances, substantially as set forth in Exhibit "B" to this Agreement, which shall convey such structure immediately upon completion of construction and inspection by LICENSOR; provided, however, that in no event is LICENSEE required to transfer or sell to LICENSOR the Wireless Communications Facilities attached thereto, including but not limited to all antennas, remote radio units, power supplies and appurtenances as identified in the Wireless Communications Facilities Permit Application. If an inspection of the replacement structure reveals any deficiencies, LICENSEE shall make all repairs at its sole cost and expense. LICENSOR shall then have the opportunity to re-inspect and ensure that all such deficiencies are corrected and the replacement structure has been constructed pursuant to and in compliance with the specifications provided by LICENSOR prior to conveyance of ownership to LICENSOR.

E. LICENSOR reserves the right to exclude any of LICENSOR's City Owned Structures from use by LICENSEE.

F. LICENSOR acknowledges and agrees that LICENSEE shall have access to the Premises and all necessary ROWs for maintenance and repair of the WCF,

including, without limitation, access to communication spaces, pole tops, tenders and brackets. However, LICENSEE shall give LICENSOR reasonable advance written or oral notice prior to accessing the Premises, and access shall be in accordance with Section V. herein.

III. USE OF PREMISES.

A. The primary use and purpose of the Premises is to serve a public purpose, for the benefit of the City ("Primary Use"). LICENSOR's operations in connection with pursuit of the Primary Use ("LICENSOR's Operations") take priority over LICENSEE's operations.

B. LICENSEE agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, Premises repair or reconditioning, or other conflict while this Agreement is in effect, and LICENSEE's use shall be subordinated accordingly:

1. LICENSOR;
2. Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to LICENSOR;
3. Other governmental agencies where use is not related to public safety;
4. Pre-existing licensees; and
5. LICENSEE.

C. In the event of jeopardy that poses an immediate threat of substantial harm or damage to the health, safety, and welfare of the public and/or Premises, as solely determined by LICENSOR ("Jeopardy"), the LICENSOR may take actions the LICENSOR determines are required to protect the health, safety, and welfare of the Public, or personal property of LICENSOR, from such Jeopardy.

D. If the LICENSOR determines that the conditions of Jeopardy would be addressed by cessation of LICENSEE's operations, LICENSEE shall immediately cease its operations on the Premises upon notice from LICENSOR to do so, and the applicable Site License shall terminate.

E. LICENSEE must obtain through a separate permitting process any/all permits required to install any utilities on, over and/or under the Premises as necessary for LICENSEE to operate its Wireless Communications Facilities. All costs associated with this installation of said utilities shall be solely those of the LICENSEE, including associated on-going monthly usage fees charged by the utility providers (i.e., electric meter).

IV. INSTALLATION AND MAINTENANCE OF EQUIPMENT

A. Approved Contractors.

1. All Contractors shall be registered with the City Engineer and otherwise in compliance with Section 24-03 of the Fargo Municipal Code, and shall comply with any other applicable permitting and licensing requirements under City law. LICENSEE shall notify the City in writing of any such Contractor, and shall clearly identify the scope and nature of the work to be undertaken by the Contractor, an appropriate point of contact, and other useful information. LICENSEE shall promptly notify the City of any substantial relevant changes to the Contractor information.

2. Without limiting LICENSOR's right of action at law or in equity, LICENSEE assumes all liabilities of, and responsibility for, the activities of Contractors within the scope of this Agreement.

B. Notice of Work Orders. LICENSEE shall provide reasonable notice to the City Engineer prior to engaging in any work at particular Premises. Such notice shall include a short description of the contemplated work, identification of the entity (such as an approved Contractor) authorized by the LICENSEE to complete the work, a point of contact and contact information for such entity, and an estimated timeframe for completion. Such information shall be provided in such form and method as the City Engineer may require.

C. Construction Inspection.

All construction activity shall be performed in accordance with all applicable laws and guidelines, and shall be subject to inspection and approval by LICENSOR; provided, however, future modifications shall not be subject to additional permitting, inspection or approval to the extent that such alterations may be performed as a matter of right under Section 24-0411 of the Fargo Municipal Code ("Permitted Alterations").

D. FCC Requirements.

LICENSEE shall implement all measures at the transmission site required by FCC regulations, including but not limited to radiofrequency transmission controls and limitations, posting signs, and markings.

E. Exposed Facilities.

For all facilities affixed to Premises that have exterior exposure, LICENSEE shall comply with all applicable Guidelines and specifications in effect at the time of permitting. For exposed cables, wires, or appurtenances, LICENSOR reserves the right to require LICENSEE to provide cables, wires or appurtenances in manufactured colors as commercially available, in lieu of painting.

F. Damage by LICENSEE.

Any damage to the Premises, or LICENSOR's equipment thereon, caused by LICENSEE's permitted installation or operations shall be repaired or replaced at LICENSEE's expense and to LICENSOR's reasonable satisfaction.

G. As-Built Drawings ("As-Built").

Within sixty (60) days after LICENSEE installs the WCF, LICENSEE shall provide LICENSOR with an As-Built drawing in CAD format, and a digital photograph of the facilities installed on each location and any improvements installed on the Premises, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete inventory of all installed equipment and facilities.

H. Premises Alterations.

LICENSOR reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Premises in connection with LICENSOR's operations and the provisions of this Agreement.

I. Structure Reconditioning and Repair.

1. From time to time, LICENSOR may paint, recondition, or otherwise improve or repair the Premises in a substantial way ("Reconditioning Work"). LICENSEE shall cooperate with LICENSOR to carry out Reconditioning Work activities in a manner that minimizes interference with LICENSEE's Approved Use.

2. Except in cases of emergency, prior to commencing Reconditioning Work, LICENSOR shall provide LICENSEE with thirty (30) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of LICENSEE to provide adequate measures to cover or

otherwise protect LICENSEE's Wireless Communications Facilities from the consequences of such activities, including but not limited to paint and debris fallout. LICENSOR reserves the right to require LICENSEE to remove all Wireless Communications Facilities from the Premises during Reconditioning work.

3. During LICENSOR's Reconditioning Work, LICENSEE may request permission from LICENSOR to locate a mobile site on or near the Premises, which request shall not be unreasonably denied. If the site will not accommodate mobile equipment, it shall be LICENSEE's responsibility to locate alternative sites.

4. LICENSEE may request a modification of LICENSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LICENSEE's Approved Use. If LICENSOR agrees to the modification, LICENSEE shall be responsible for all incremental cost related to the modification.

V. CONDITION OF PREMISES

LICENSOR must adhere to the provision of Fargo Municipal Code §§ 24-0412, 24-0414 and 24-0415 at all times, and agrees to keep and maintain the Premises in good repair as required for the Primary Use and in the ordinary course of business as its budget permits. LICENSOR makes no guarantee as to the condition of any Premises with regard to LICENSEE's intended use.

LICENSEE shall, at its own cost and expense, maintain its Wireless Communications Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. The LICENSEE shall obtain from the LICENSOR any and all permits required for the purposes of maintaining the installation. Applicable fees for any permits shall be borne by the LICENSEE and the LICENSEE shall be bound by the requirements of said permits.

VI. TERM

A. The initial term and all extensions under this Agreement or any Site License shall be collectively referred to herein as the "Term."

B. This Agreement shall be for an initial term of ten (10) years commencing upon the execution hereof by both Parties (the "Effective Date").

C. This Agreement may be renewed or extended by mutual agreement in writing between the LICENSOR and LICENSEE. LICENSEE shall give LICENSOR

notice of intent to renew or terminate at least one-hundred eighty (180) days prior to the end of the then current Term. LICENSOR shall provide written notice of termination not less than one hundred eighty (180) days prior to the end of the then current term.

D. Unless otherwise agreed by the Parties in writing, the term of each Site License shall commence on the date specified therein (the "Commencement Date"), and shall end on December 31, following the tenth (10th) anniversary of the Commencement Date. Following the initial Term, each Site License shall be renewed in accordance with Fargo Municipal Code §24-0404 (I)(4). Either Party may provide written notice of nonrenewal no less than thirty (30) days prior to expiration.

E. Except in the case of termination of this Agreement for cause, any Site License in effect following expiration or non-renewal of this Agreement shall be and remain subject to and governed by the terms of this Agreement. No Site License may be renewed, nor may new Site Licenses be issued, if this Agreement is no longer in effect. Site License fees shall be prorated in the event of termination in accordance with the provisions of Article 24-04.

F. Notwithstanding anything in this Agreement to the contrary, LICENSEE shall have the right to terminate any one or more Site Licenses with or without cause by giving LICENSOR at least thirty (30) days prior written notice of such termination. Any such termination shall be effective as of the date identified therefor in LICENSEE'S termination notice. LICENSEE shall be responsible for a termination fee in the amount of $500 or prorated rent for the current Site License year, whichever is greater.

VII. RENTAL PAYMENTS

A. On the Commencement Date, rental payments for attachments under this Agreement shall commence and be due thirty (30) days from invoice, such invoice to be calculated on the pro-rated annual rent from the Commencement Date. After the initial, pro-rated rent payment, LICENSEE shall pay the total annual rental for Premises as set forth by Resolution of the City Commission in the Wireless Facility Guidelines. The calendar year 2018 annual rent shall be One Thousand Five Hundred Dollars ($1,500.00).

B. Commencing the year following the Commencement Date, and on January 1st of each subsequent year, the rental amount may be increased annually by LICENSOR in the amount of not more than three percent (3%).

C. Failure by LICENSEE to make payment within thirty (30) days of receipt of the annual invoice shall result in interest accruing at a rate of 1½% per month, until paid in full. Failure to make payment on or before June 1 of a non-pro-rated Site License year shall be deemed a default of the terms of this Master Attachment Agreement, entitling LICENSOR to pursue remedies as specified in Section XVII.

D. Rent Adjustments. The City Commission may adjust the annual rent amount by Resolution, not to exceed three percent (3%) which shall be effective the following January 1 and shall apply to all new (or renewed) Site Licenses executed after that date. LICENSOR will provide thirty (30) days prior written notice to LICENSEE before consideration of any such adjustment by the Commission at a public hearing.

VIII. USE: GOVERNMENTAL APPROVAL

LICENSEE shall use the Premises for the purpose of constructing, attaching, maintaining, repairing and operating a Wireless Communications Facility in a manner consistent with this Agreement and each Site License. It is understood and agreed that LICENSEE's ability to use the Premises is contingent upon its obtaining and maintaining all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or other governmental authorities as well as a satisfactory structural analysis, which will permit LICENSEE's use of the Premises as set forth above. LICENSOR shall cooperate with LICENSEE in its effort to obtain such approvals. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LICENSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LICENSEE determines that such Governmental Approvals may not be obtained; (iv) LICENSEE determines that the Premises is no longer technically compatible for its use; or (v) LICENSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, then LICENSEE shall have the right to terminate the applicable Site License. Notice of LICENSEE's exercise of its right to terminate shall be given to LICENSOR in accordance with the notice provisions set forth herein and shall be effective upon the mailing of such notice by LICENSEE, or upon such later date as designated by LICENSEE. All rentals paid prior to the termination date shall be retained by LICENSOR. Upon such termination, the applicable Site License shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other thereunder.

IX. INDEMNIFICATION

LICENSEE shall, to the extent permitted by law, indemnify and hold LICENSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LICENSEE, its employees, contractors or agents while in the exercise of the rights or performance of

the duties under this Agreement, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the LICENSOR, or its employees, contractors or agents.

X. INSURANCE

The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

A. Worker's Compensation. The LICENSEE must maintain Workers' Compensation insurance in compliance with all applicable statutes. The policy shall also provide Employer's Liability coverage with limits of $500,000 each accident/$500,000 disease-each employee/$500,000 disease-policy limit. LICENSEE shall secure a Waiver of Subrogation endorsement in favor of LICENSOR.

B. General Liability. The LICENSEE must maintain occurrence form commercial general liability coverage.

1. Such coverage shall include, but not be limited to, bodily injury, property damage –personal and advertising injury, for the hazards of Premises/Operation, Products/Completed Operations, broad form contractual liability, property damage liability, property damage liability, and independent contractors.

2. The LICENSEE must maintain aforementioned commercial general liability coverage with minimum limits of liability of $1,000,000 per occurrence; $2,000,000 general aggregate and $2,000,000 products and completed operations aggregate.

3. LICENSEE will maintain Completed Operations coverage for a minimum of two (2) years after the construction is completed.

C. Automobile Liability. The LICENSEE must carry Automobile Liability coverage. Coverage shall afford limits for Bodily Injury Liability and Property Damage Liability in the minimum amount of $1,000,000 combined single limit each occurrence. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

D. Excess/Umbrella Liability insurance with a minimum limit of $10,000,000 per occurrence and $10,000,000 aggregate providing coverage above the primary commercial general liability, commercial automobile liability and employer's liability insurance required above.

E. LICENSEE Property Insurance. The LICENSEE must keep in force for the duration of this Master Attachment Agreement and each Site License a policy covering damages to LICENSEE's property at the Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

F. Additional Insured – Certificate of Insurance. The LICENSEE shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated B+ (VIII) or better), licensed to do business in the State of North Dakota, which includes all coverage required in this Section. LICENSEE will include the LICENSOR as an Additional Insured as their interest may appear under this Agreement on the General Liability and Commercial Automobile Liability Policies, and Excess/Umbrella Liability coverage.

XI. LIMITATION OF LIABILITY

LICENSOR and LICENSEE shall not be liable to each other, or any of the waiving Party's agents, representatives, employees, or customers, for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise. The Parties hereby acknowledge and agree that LICENSEE shall not be liable to LICENSOR for any environmental conditions, including a release of hazardous materials, that existed on the Premises prior to the date the applicable Site License was executed or that otherwise did not result from LICENSEE's activities in the Premises.

XII. INTERFERENCE

LICENSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LICENSOR or other licensees of the Premises which existed on the Premises prior to the date this Agreement is executed by the Parties. Upon request of LICENSOR, LICENSEE will obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer"), prior to installation, certifying that LICENSEE's intended use will not interfere with any existing, licensed communications facilities, as well as LICENSOR's licensed and unlicensed communications facilities, which are located on or near the Premises.

LICENSEE shall not transmit or receive radio waves at the Premises until such evaluation has been satisfactorily completed.

In the event any after-installed LICENSEE's equipment causes interference, and after LICENSOR has notified LICENSEE in writing of such interference, LICENSEE will take all steps necessary to correct and eliminate the interference consistent with applicable FCC regulations, including but not limited to, at LICENSOR's option, having the LICENSEE power down its equipment and later power up its equipment for intermittent testing. LICENSEE shall be responsible for all costs incurred relating to LICENSEE's compliance with this Section.

XIII. REQUIRED REMOVAL

A. At End of Term. LICENSEE shall, within ninety (90) days after any termination of this Agreement or applicable Site License, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear excepted. LICENSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LICENSEE shall remain the personal property of LICENSEE and LICENSEE shall have the right to remove the same at any time during the Term. All poles, conduit and pole boxes used in support of the Primary Use are, and shall remain, property of the LICENSOR. If such time for removal causes LICENSEE to remain on the structure after termination, LICENSEE shall pay rent at the then existing rate or on the existing pro-rata basis until such time as the removal of the antenna structure, fixtures and all personal property are completed. All rentals paid prior to said termination date shall be retained by LICENSOR.

B. LICENSOR may require removal of LICENSEE'S Wireless Communications Facilities from one or more Premises if LICENSOR determines in its reasonable discretion that such removal is necessary for the protection of public health, safety and welfare, or if the facility interferes with the use of the public Right of Way or city facilities or services. Any Site License held by LICENSEE corresponding to such Premises shall be null and void, and LICENSEE shall have no further right or claim against LICENSOR with regard to damages, lost profits or any other compensation relating to the required removal. Notwithstanding the foregoing, LICENSOR will use reasonable efforts, in cooperation with LICENSEE, to identify a reasonable substitute location for LICENSEE's facilities affected by such removal. LICENSEE shall remove the equipment in accordance with Fargo Municipal Code §24-0417.

XIV. ASSIGNMENT

This Agreement or any Site Licenses, or rights thereunder, may not be sold, assigned, or transferred at any time by LICENSEE without the written consent of the LICENSOR, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding

any provision in this Agreement to the contrary, LICENSEE shall have the right to assign this Agreement to any parent, subsidiary, affiliate, or any person, firm, or corporation that shall be under the control of, or be under common control with LICENSEE, or to any entity into which LICENSEE may be merged or consolidated or which purchases all or substantially all of the assets of LICENSEE that are subject to this Agreement. LICENSOR hereby consents to the assignment by LICENSEE of its rights under this Agreement as collateral to any entity which provides financing for the purchase of the equipment to be installed at the Premises. Notwithstanding the foregoing or anything to the contrary in this Agreement, LICENSEE may provide capacity to LICENSEE'S customers using, or permit such customers to use, WCF installed in the ROW by LICENSEE without the consent and/or notification required in this Article XIV, provided that LICENSEE remains the owner of the WCF and remains solely responsible for such WCF.

XV. NOTICES

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LICENSOR:
City of Fargo
Office of the City Engineer
200 Third Street North
Fargo, ND 58102

LICENSEE
Mobilitie, LLC
660 Newport Center Drive, Suite 200
Newport Beach, CA 92660
Phone #: (877) 999-7070
Attention: Asset Management
assetmgmt@mobilitie.com

With an email copy to:

Legal Department: legal@mobilitie.com

24/7 Emergency Contact Information:
Name: Network Operations Center (NOC)
Phone #: 877-244-7889
Email: mnoc@mobilitie.com

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

XVI. DEFAULT

In the event there is a breach by the Party with respect to any of the provisions of this Agreement, including any Site License, the non-breaching Party shall give the breaching Party written notice of such breach ("Notice of Default"). After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach to the satisfaction of the non-breaching Party. The breaching Party may extend the cure period if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If frost conditions prevent a cure from being reasonably commenced, this thirty (30) day period may be tolled at LICENSOR's discretion until said frost subsides.

XVII. REMEDIES

In the event of an uncured default by LICENSEE with respect to a material provision of this Agreement, including any Site License, without limiting the LICENSOR in the exercise of any right or remedy which LICENSOR may have by reason of such default, LICENSOR may terminate the applicable Site License and/or pursue any remedy now or hereafter available to LICENSOR under the Laws of the State of North Dakota, including but not limited to termination of this Master Attachment Agreement. Following such termination, within ninety (90) days of receipt of written notice from LICENSOR, LICENSEE shall remove all communications facilities from all Premises, at LICENSEE's expense.

Further, upon a default, the LICENSOR may at its option (but without obligation to do so), perform the LICENSEE's duty or obligation on the LICENSEE's behalf, including but not limited to the removal of the LICENSEE's equipment and restoration of the right of way in accordance with Fargo Municipal Code Article 24-04. The costs and expenses of any such performance by the LICENSOR shall be due and payable by the LICENSEE upon invoice therefor. The obligations of this Section XVII shall survive the termination of this Agreement.

XVIII. CASUALTY

In the event of damage or casualty to the Premises that cannot reasonably be expected to be repaired or replaced within forty-five (45) days (or for a longer period due to winter frost conditions), or if the Premises is damaged so that such damage may reasonably be expected to disrupt LICENSEE's operations for more than forty-five (45) days, then LICENSEE may, provided LICENSOR has not completed the restoration or replacement of the Premises, terminate the Site License upon fifteen (15) days prior written notice to LICENSOR. The rent shall abate during the period of repair or replacement until such time as LICENSEE's equipment is functional.

XIX. APPLICABLE LAWS

The terms and conditions of this Agreement shall be governed and interpreted by the Laws of the State of North Dakota. LICENSEE shall, in respect to the condition of the Premises and at LICENSEE's sole cost and expense, comply with (a) all laws relating solely to LICENSEE's specific and unique nature of use of the Premises, and (b) all building codes requiring modifications to the Premises due to the improvements being made by LICENSEE.

XX. MISCELLANEOUS

A. This Agreement, including any Site Licenses that may be executed from time to time hereunder, contain all agreements, promises and understandings between the LICENSOR and the LICENSEE regarding this transaction, and no oral agreement, promises or understanding shall be binding upon either the LICENSOR or the LICENSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, and such Party shall have the right to enforce such rights at any time.

B. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

C. Each person executing this Agreement on behalf of a Party hereto represents and warrants that such person is duly and validly authorized to do so behalf of such Party, with full right and authority to execute this Agreement and to bind such Party with respect to all of its obligations hereunder.

[Remainder of Page Intentionally Blank-Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

City of Fargo, a North Dakota municipal corporation

By: _____
Mayor

Date: _____

ATTEST:

_____

Steve Sprague, City Auditor

LICENSEE:

Mobilitie, LLC

By: _____

Title: SVP, GENERAL COUNSEL

Date: 05/07/2018

EXHIBIT "A"

SITE LICENSE

This Site License granting a right to attach to a certain city-owned structure in the public right of way ("Premises"), and to install, operate and maintain wireless communications facilities on the Premises, is made this _____ day of _____, between the City of Fargo, North Dakota, located at 200 Third Street North, Fargo, ND 58102 ("LICENSOR"), and Mobilitie, LLC ("LICENSEE").

1. **Master Attachment Agreement.** This Site License is referenced within and made part of that certain Master Attachment Agreement between and _____, dated _____, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Site License, the terms of this Site License shall control. Capitalized terms used in this Site License shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** LICENSOR's Premises is located at _____ as depicted on Exhibit "1" attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the term of the Site License shall be _____. The initial Term shall end on December 31, following the tenth (10th) anniversary of the Commencement Date, subject to extension pursuant to the terms of the Agreement.

4. **Consideration.** Annual rent for the initial term shall be in the amount of _____, ($_____), prorated from the Commencement Date until December 31 following the Commencement Date. Rent shall increase by no more than three percent (3%) on January 1 of each year of the Term in accordance with the terms stated in the Master Attachment Agreement referenced herein.

5. **Site Specific Terms** (Include any site-specific terms)

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LICENSOR:

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Print Name: _____
Title: City Engineer

Date: _____

LICENSEE:

Mobilitie, LLC

By: [EXHIBIT ONLY – NOT FOR EXECUTION]

Title: _____

Date: _____

EXHIBIT "A-1"

Premises Description (Include Map, Pole Diagram, Site Plan and Table Listing All Pole Locations)

EXHIBIT "B"

BILL OF SALE

IN CONSIDERATION of the right to attach Wireless Communications Facilities to a particular City-Owned Structure within the Public Right of way received by Mobilitie, LLC (**"SELLER"**), whose address is 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660, from City of Fargo, 200 N. 3rd Street, Fargo, ND, 58102 (**"BUYER"**), receipt and sufficiency of which are hereby acknowledged, **SELLER** grants, sells, conveys, transfers and delivers to **BUYER**, **SELLER'S** right, title, and interest, in and to the following structure, including miscellaneous appurtenances currently installed upon or located within the structure (collectively referred to as the "Structure"):

Structure Address / Identification: One (1) Light Pole located near _____. See attached drawing for further details.

To have and to hold the same unto **BUYER** and **BUYER'S** executors, administrators, and assigns, forever. The sale of the above-described Structure pursuant to this Bill of Sale shall only be effective upon completion of the installation of the Structure in the location specified above, which installation shall be performed by **SELLER** at **SELLER**'s sole cost and expense.

Legal title and equitable ownership in the Structure is transferred together with an equal interest in all currently installed fixtures, accessories and equipment and all other necessaries thereto appertaining and belonging (**"FIXTURES"**) except the Wireless Communications Facilities attached thereto, including but not limited to all antennas, remote radio units, power supplies and appurtenances as identified in the Wireless Communications Facilities Permit Application.

SELLER warrants to **BUYER** that **SELLER** is the legal and true owner of the Structure and that **SELLER** has the right to transfer ownership of the Structure.

SUBJECT TO THE FOREGOING, **SELLER** MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PERSONAL PROPERTY, STRUCTURE AND FIXTURES OR THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS BILL OF SALE, **BUYER** ACKNOWLEDGES THAT IT HAS REVIEWED AND APPROVED THE SPECIFICATIONS PROVIDED BY IT AND THAT IT HAS FULLY INSPECTED THE PERSONAL PROPERTY, STRUCTURE AND FIXTURES AND **BUYER** ACCEPTS THE SAME "WHERE IS" AND IN ITS PRESENT USED AND "AS IS" CONDITION.

BUYER and **SELLER** acknowledge that this Bill of Sale, together with the corresponding the Master Attachment Agreement between the Parties, constitute the **ENTIRE AGREEMENT** and agree to be bound by the terms therein.

IN WITNESS WHEREOF, **BUYER AND SELLER** executed

(Signature of **SELLER**)_____

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, _____, before me, a notary public in and for said county and state, personally appeared_____, to me known to be the _____, of _____described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(Signature of **BUYER**)_____

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** and **STEVEN SPRAGUE**, to me known to be the Mayor and Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

5

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH APRIL 30, 2018
(UNAUDITED)

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	$ 23,591,867	$ 24,379,122	$ 787,255
Licenses & Permits	1,116,980	1,459,150	342,170
Fines & Traffic Tickets	642,160	555,427	(86,733)
Intergovernmental Revenue	4,591,887	4,230,380	(361,507)
Charges for Services	3,799,379	2,879,834	(919,545)
Interest	1,782,612	1,888,799	106,187
Miscellaneous Revenue	312,520	214,691	(97,829)
Transfers In	6,171,992	5,707,333	(464,659)
Total Revenues	**$ 42,009,397**	**$ 41,314,736**	**$ (694,661)**
EXPENDITURES:			
City Administrator	$ 2,386,602	$ 2,458,273	$ (71,671)
Finance	2,344,260	2,091,083	253,177
Planning & Development	1,203,990	1,073,852	130,138
Transit	2,294,380	1,980,539	313,841
Public Works	5,333,262	5,291,587	41,675
Fire Department	4,787,163	4,468,537	318,626
Police	7,043,931	6,903,646	140,285
Health	3,521,497	3,470,708	50,789
Library	1,429,300	1,492,431	(63,131)
Commission	230,846	239,979	(9,133)
Civic Center	174,660	137,704	36,956
Social Services	358,400	318,860	39,540
Capital Outlay	473,380	207,071	266,309
Vehicle Replacement/IT	909,861	353,213	556,648
Contingency	329,025	722	328,303
Transfers Out	3,076,151	3,181,447	(105,296)
Total Expenditures	**$ 35,896,708**	**$ 33,669,652**	**$ 2,227,056**
Excess of Revenue Over (Under) Expenditures	**$ 6,112,689**	**$ 7,645,084**	**$ 1,532,395**

(Ga-1)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: WILD BILL'S SPORTS SALOON			
Street: 1776 45th St. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site **(required)**: ENTIRE FACILITY- excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

(pa-2)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _ _ _ _ _ (_ _ _) _
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: BIG TOP BINGO			
Street: 901 25th St. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): ENTIRE FACILITY- excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(6a-3)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: KING PIN CASINO - (The Bowler)			
Street: 2630 S. University Dr.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19	Number of twenty-one tables if zero, enter "0": 6	
Specific location where games of chance will be conducted and played at the site **(required)**: UPPER DECK - excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: Poker - Date to be Determined.			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (If restricted)	Hours of gaming (if restricted)

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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Telephone: 701-328-2329 **OR** 800-326-9240

(6a4)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization PLAINS ART MUSEUM

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

Name of Location FARGO BILLIARDS AND GASTROPUB			
Street 3234 43 St. S.	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 7/1/18	Ending Date(s) Authorized 6/30/19		Number of twenty-one tables if zero, enter "0": 3
Specific location where games of chance will be conducted and played at the site (**required**) ENTIRE FACILITY- excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 5/21/18
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(66)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G-0038(291)A
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: VFW Post 702

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

Name of Location: VFW Club			
Street: 202 Broadway	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7-1-2018	Ending Date(s) Authorized: 6-30-2019		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: main Bar Area excluding Bathrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(pc-1)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

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

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

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

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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(60-2)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _ _ _ _ _ (_ _ _) _
Site License Number
(Attorney General Use Only)

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

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

Name of Location: Windbreak Lounge			
Street: 3150 39th St. S.	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 3
Specific location where games of chance will be conducted and played at the site **(required)**: Entire lounge area, excluding any restrooms or entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval.

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(bc-3)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _ _ _ _ (_ _ _) _
Site License Number
(Attorney General Use Only)

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

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

Name of Location: Space Aliens			
Street: 1840 45th Street S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Entire lounge area, excluding any restrooms or entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

(bd-1)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc

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

Name of Location: Lucky's 13 Pub			
Street: 1301 17th Ave. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site **(required)**: Entire facility, exculding any bathrooms and entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(bd-2)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _ _ _ _ _ (_ _ _ _) _
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: Team Makers Club, Inc

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

Name of Location: Holiday Inn			
Street: 3803 13th Ave. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19	Number of twenty-one tables if zero, enter "0": 4	
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Loinge and Banquet Facilities			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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Licensing Section
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Bismarck, ND 58505-0040
Telephone: 701-328-2329 **OR** 800-326-9240

(Ld. 3)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

G - _ _ _ _ _ (_ _ _) _
Site License Number
(Attorney General Use Only)

Full, Legal Name of Gaming Organization: Team Makers Club, Inc

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

Name of Location: Frank's Lounge			
Street: 2640 52nd Av.e S.	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): Entire lounge and patio, exculding any bathrooms and entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

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(bd-4)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc

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

Name of Location: Fargo Dome			
Street: 1800 N. University Dr.	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Facility and parking areas, exculding any bathrooms and entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

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Bismarck, ND 58505-0040
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(Ld. 5)

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: Team Makers Club, Inc

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

Name of Location: Sanford Health Athletic Complex, Scheels Center			
Street: 1340 Administration Ave.	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/18	Ending Date(s) Authorized: 6/30/19		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site (**required**): Entire Facility and parking areas, exculding any bathrooms and entryways			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/21/18
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

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Telephone: 701-328-2329 **OR** 800-326-9240

(7a) 5/14/18

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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Chandler Hazel Ponce Benefit	Date(s) of Activity: to 6/10/18	For a raffle, provide drawing date(s): 6/10/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Mark Brossart	Title:	Business Phone Number:	
Business Address:	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different): 3762 Dorothea Ct. S	City: Fargo	State: ND	Zip Code: 58104
Name of Site Where Game(s) will be Conducted: El Zagal Shriner Center	Site Address: 1429 3rd St. N		
City: Fargo	State: ND	Zip Code: 58102	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Traeger Grill	$900.00
	Mossberg Patriot .270 Gun	$425.00
	Savage .17hmr Gun	$425.00
	Remington Gun $70 Express SM	$378.00
	RTIC 45QT Cooler	190.00
	Scheels Card	100.00
	Scheels Card	50.00
	Scheels Card	25.00

Game Type	Description of Prize	Retail Value of Prize

Total: $ 2,493.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: medical expenses for Chandler Hazel Ponce (Benefit)

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Mark Brossart		Benefit Leader	701-306-7362

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

(76)

5/15/18

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
United Way Of Cass Clay	~~6/11/2018~~ to 6/12/2018	06/12/2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Kristi Huber	President	(701) 237-5050

Business Address	City	State	Zip Code
219 7th Street South	Fargo	ND	58103-0000

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Osgood Gold Course	4400 Clubhouse Drive South

City	State	Zip Code	County
Fargo	ND	58104-0000	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Necklace	$765.00
Raffle	Refractive Surge	$3,500.00
Raffle	Microderm, Visia	$180.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 4,445.00

Intended uses of gaming proceeds: Donation to the United Way of Cass Clay

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☒ Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 4240 . *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Kristin D. Huber	5/15/2018	President	(701) 237-5050

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

(16)

$25.00
1419
5-16-18

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Kringen Club Inc	7-1-18 to 6-3019	

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Roger Roseth	Gaming Mgr	232-922 2

Business Address	City	State	Zip Code
722 2nd Ave N	Fargo	ND	58102

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Sons of Norway	722 2nd Ave ND

City	State	Zip Code	County
Fargo	ND	58102	CASS

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Bingo	60% gross	

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ 5000 —

Intended uses of gaming proceeds: Charitable Donation

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-366-9240.

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	5-15-18	President	701-232-9222

8

FARGODOME

May 15, 2018

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their selection of R.L. Engebretson and the corresponding contract for architectural services, to include predesign services, for the work outlined in "Exhibit A" of the attached contract between the Fargo Dome Authority and R.L. Engebretson.

As identified in the Scope of Services section of the Request for Qualifications (RFQ) document included with this letter, this work will include the evaluation, and planning, of different areas of FARGODOME, including:

- Expansion of existing public concourse areas, and/or the creation of new areas.
- Identification of areas to accommodate additional restroom facilities, including family restrooms and/or additional family room space.
- Creation of additional building square footage for expansion of needed meeting/conference space, along with space for storage of existing and necessary building equipment.
- Identify potential areas for added spectator seating and/or club areas with views of the arena event space.
- Review of standard practices of other entertainment facilities with similar missions of FARGODOME, but with updated/modern design amenities.
- Review of, and the impact of any building expansion on, existing parking facilities and potential modifications to accommodate maximum space utilization during events.
- Review of existing building systems to determine adequacy and efficiency of such.

Firms responding to the RFQ were ranked by members of the Fargo Dome Authority using criteria including related experience on similar projects, past performance on example projects, the ability, and current workload, of their identified professional personnel, and recent and current work with FARGODOME, City of Fargo and State of North Dakota. At a meeting on March 12, 2018, members of the Fargo Dome Authority conducted in person interviews with the top four ranked responding firms. From those interviews, the Fargo Dome Authority voted unanimously to proceed with contract negotiations with the #1 ranked firm, which was R.L. Engebretson.

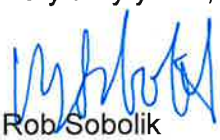
At their meeting on May 1, 2018, the Fargo Dome Authority unanimously approved the selection of R.L. Engebretson to proceed with this work, along with a Not To Exceed fee of $275,000 for the work of R.L. Engebretson and their retained consultants for the predesign services as described in "Exhibit A" of the attached agreement between R.L. Engebretson and the Fargo Dome Authority. As the not to exceed dollar value does not include the retention of a national consultant, and given the desire of the Fargo Dome Authority to have a national consultant

involved in some capacity of the predesign services agreement, the Fargo Dome Authority also passed a unanimous motion to request additional funding to the current 2018 Capital Budget, to be paid out of the FARGODOME Surplus Fund, in the amount of $300,000 to complete this work.

Requested Motion from the Fargo City Commission: To approve the selection and contract for R.L. Engebretson to lead the predesign work at FARGODOME and to approve the addition of $300,000 to the current 2018 FARGODOME Capital Budget to be funded out of the FARGODOME Surplus Fund to fund this work.

Thank you for your consideration of this matter.

Very truly yours,



Rob Sobolik
General Manager, FARGODOME

Attachments

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 7th day of May in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

FARGODOME Authority
City of Fargo
1800 N. University Drive
Fargo, ND 58102

and the Architect:
(Name, legal status, address and other information)

R.L. Engebretson Architects Fargo LLC
15 Broadway, Suite 205
Fargo, ND 58102

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

FARGODOME Predesign
1800 N. University Drive
Fargo, ND 58102

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes: (1097422956)

TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

2 OWNER'S RESPONSIBILITIES

3 COPYRIGHTS AND LICENSES

4 CLAIMS AND DISPUTES

5 TERMINATION OR SUSPENSION

6 COMPENSATION

7 MISCELLANEOUS PROVISIONS

8 SPECIAL TERMS AND CONDITIONS

9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.
(List name, address, and other contact information.)

Richard A. Wiemken, Principal
R.L. Engebretson Architects Fargo LLC
15 Broadway, Suite 205
Fargo, ND 58102
(701) 293-5735

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

Init.
RW /
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§ 1.5.1 Commercial General Liability with policy limits of not less than two million dollars ($2,000,000) for each occurrence and one million dollars ($1,000,000) in the aggregate for bodily injury and property damage.

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars ($ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than two million dollars ($ 2,000,000) each accident, two million dollars ($ 2,000,000) each employee, and two million dollars ($ 2,000,000) policy limit.

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars ($ 2,000,000) per claim and two million dollars ($ 2,000,000) in the aggregate.

§ 1.5.7 Additional Insured Obligations. If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
(List name, address, and other contact information.)

Rob Sobolik
FARGODOME General Manager
1800 N. University Drive
Fargo, ND 58102

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

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the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

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§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 4.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

[X] Three years from the date of commencement of the Architect's services

[ ] One year from the date of Substantial Completion

[ ] Other
(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

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(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Hourly, not to exceed $275,000. See Exhibit B for hourly billing rates. Specialty consultant costs are not included in the limit. Expenses for specialty consultants will be reimbursed in addition to the $275,000.

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.12 Other similar Project-related expenditures.
.13 See Exhibit A for additional expenses/services.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 6.2.3 Architect's Insurance. If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 (thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

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§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

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§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

See Exhibit A.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect

(Paragraphs deleted)

.2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit A - Predesign Services
Exhibit B - Hourly Billing Rates

.3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
Dr. Tim Mahoney Mayor	Richard A. Wiemken Principal
(Printed name and title)	*(Printed name, title, and license number, if required)*

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Exhibit A

FARGODOME

Predesign Services

R.L.Engebretson
ARCHITECTURE INTERIORS & CONSTRUCTION

P.O. Box 2564 / 15 Broadway, Suite 205 / Fargo, ND / 58102
T 701.293.5735
F 701.293.5750
www.rleco.com

5/7/2018

Activity	Task	Duration	Deliverables	Clarifications
Information Collection	Gather documents Scan/ copy Print/ bind/ organize	2 weeks	Reproducible Documents	Assumes necessary documents are available
Analysis	Life safety Security Pedestrian circulation Plumbing fixture requirements Traffic/ parking/ events Utility/ demand/ capacity Storm water Accessibility FAA study Building Systems (see below)	4 weeks	Reports/ Recommendations	Assumes minimal improvements required Accessible pathways only- no seating or sight line studies No approval or permit
Facility Assessment	Review documents Survey building systems Record/ document findings Analyze findings Prepare recommendations Prepare costs (see master planning) Assemble documents Present/ discuss	4 weeks	Facilities Assessment Report	Assumes access to all past reports/ studies: Capital Improvement plans Maintenance/ service records Utility bills Etc.
Consultant Selection	Research Recommendations Prepare RFQ Q and A Short list Interviews Rate/ recommend Contracts	4 weeks	Recommendation	1 arena/ event/ conference consultant

Programming	Stakeholder input Field trip Documentation Review findings Present/ confirm	4 weeks	Planning Program	1 trip to the Target Center
Master Planning	Site Building Meetings Schedule/ Phasing Images Budget Prepare narrative Assemble documents Present	8 weeks	Drawings/ Narrative/ Schedule/ Budget	Assumes no field measurements/ verification Assumes minimal structural alterations/ analysis Explore multiple building and site concepts Develop up to 3 site/ building concepts Up to 3 conceptual site/ building massing images
Total		**16 weeks**		

Consultants Retained Under Predesign Services

Code Consultant
Civil Engineer
Structural Engineer
Mechanical Engineer
Fire Protection Engineer
Electrical Engineer

Additional Expenses/Services

Stadium/ Entertainment/ Conference/ Meeting	
Lighting	
Sound	
Traffic	
Security	
Technology	
Food Service	
Energy Modeling	
Accessibility	
Finished Renderings	$5,000 each
Animations	$25,000 each

Exhibit B

FARGODOME

Hourly Rates

5/7/18

R.L.Engebretson
ARCHITECTURE INTERIORS & CONSTRUCTION

P.O. Box 2564 / 15 Broadway, Suite 205 / Fargo, ND / 58102
T 701.293.5735
F 701.293.5750
www.rleco.com

Architect V	135.00
Architect VII	140.00
Building Tech V	135.00
Building Tech VII	140.00
CAD I	60.00
CAD II	65.00
CAD IV	75.00
CAD V	80.00
CAD VI	85.00
CAD VIII	95.00
Designer I	65.00
Designer III	85.00
Designer IV	80.00
Designer V	90.00
Designer VI	100.00
Graphic Designer I	65.00
Intern I	70.00
Intern II	75.00
Intern IV	95.00
Principal Architect IX	185.00
Principal/Architect VIII	170.00
Principal/Designer VIII	140.00
Project Mgr VII	140.00
Support III	65.00
Support V	75.00
Tech Writer V	85.00
Tech Writer VI	90.00

Request for Qualifications
Submittal Instructions

Architectural Services

FARGODOME

Fargo Dome Authority
1800 North University Drive
Fargo, North Dakota

2018

INTRODUCTION

Market forces in the region, and national changes in how entertainment events are presented, have moved the Fargo Dome Authority (governing board), the City of Fargo (building owner) and FARGODOME Management to seek assistance from qualified firms to develop plans to meet the future needs of the facility, both in the context of hosting events and assisting with any operational upgrades.

The Fargo Dome Authority requests statements of qualifications for architectural services for review, programming, design and construction services of multiple areas of building re-modeling and additions throughout the FARGODOME in Fargo, ND. This could involve all areas of the facility.

1. SCOPE OF SERVICES

The selected firm will work with FARGODOME staff and designated officials to evaluate, develop and design a plan for FARGODOME to further enhance the operational efficiencies of the facility, and continue to host a wide variety of event options. The plan could include, but not be limited to:

- Expansion of existing public concourse areas, or the creation of new areas, to allow for better circulation of event attendees as well as allow for better utilization of space as attendees flow through security/ticketing checkpoints, additional use of concourse/lobby space for public gathering areas, as well as enhancing functional space for commerce needs for different event configurations.
- Identify areas that could accommodate additional bathroom facilities to increase the overall number of fixtures in the facility. Including an area, or areas, dedicated for family restroom and/or family room space.
- Creation of additional building square footage to allow for the expansion of building equipment storage areas and necessary additional meeting room/breakout space for different event types/facility users.
- Identify areas for additional seating with viewing of the arena event space allowed.
- Review of standard practices of other entertainment facilities having similar function as FARGODOME, but with more modern design amenities, to see if additional spaces are needed to further enhance the event attendee experience.
- Review of existing systems and infrastructure in place to determine appropriateness and adequacy of such.
- Review the impact any building addition will have on present parking facilities and if there should be any modification to accommodate maximum utilization during events.

Phase 1 will involve investigative research and review, along with programming and predesign, to determine an initial footprint of any building additions, budget estimates for initial funding procurement, and schematic design elements.

Phase 2 will proceed if all approvals are received and a fee can be negotiated. This phase will consist of design development through construction level documents, and a detailed construction cost estimate. Bidding of a construction project could be included in this phase.

Phase 3 is contingent upon additional approvals and will include the construction phase and closeout.

2. CONSULTANTS

The selected architectural firm will be required to procure mechanical, electrical, structural and civil engineering services as well as another design firm which has specific expertise pertaining to this type of project, along with any landscaping, surveying, any FAA requirements and geotechnical services. Firms submitting qualifications are asked not to include these additional consultant firms in their proposals. The selected architectural firm and the Fargo Dome Authority will collaborate in the selection of the consultants for the referenced disciplines, provided however, the selected architectural firm will make the ultimate decision with regard to which consultant(s) are retained and will be expected to be the sole entity contracting with the consultant(s).

3. SUBMITTAL REQUIREMENTS

Fargo Dome Authority requests the following material for use in the selection of a professional architectural firm.

A. Each firm submitting shall use the General Services Administration Standard Form 330 to fulfill the criteria's requirements. Additional documentation, resumes, and graphical representations may be included with Form 330.

B. Each firm submitting shall supply a minimum of three projects that meet "Section 4. Criteria A and B" requirements below; the same three projects may be listed for each criterion.

C. The submittal shall not exceed 16 printed pages, excluding the front and back covers, section dividers, and optional cover letter. Use 8 ½" by 11" portrait format paper and assemble the pages in a soft bound booklet.

4. SELECTION CRITERIA

A. Related Experience on Similar Projects:
Recent relevant work that has been completed within the past five years, or is currently under construction that most closely resembles this project.
    1. Include the project name, client, the year of completion, value in place, and reference contact.
    2. Briefly describe the project's scope, size and role of the firm.

B. Past Performance of Example Projects:

Demonstrated experience and excellence in projects with comparable scale, complexity and function.

1. Provide preliminary design development cost estimate and the actual construction cost.
2. Provide descriptions, pictures or drawings showing the preliminary design and the actual built product.

C. The Ability of Professional Personnel:
Qualifications of the principals and project team members proposed for the project including a clear definition of their primary responsibility.

1. Provide an organizational chart for all members in the designated design team.
2. Indicate the names of the key personnel that will be designated as the project manager and principal design member. Indicate the person that will serve as point of contact for all matters relating to management of contract and design services.

D. Recent/Current and projected Workload of the Person or Firm

1. Indicate current commitment of persons listed in Criteria C, subsection 2.
2. Indicate your agreement, unless prevented by circumstances outside of your control, to retain the project manager, and the principal design team member on the project until all work of this contract is complete.
3. Indicate availability of all personnel included in Criteria C, subsection 2.

E. Willingness to Meet Time and Budget Requirements

1. Indicate your intent to complete the work within the negotiated fee and include general references where this has been accomplished.
2. Provide a schedule of the hourly fees charged for the positions identified in Criteria C, subsection 1.
3. Present an outline of the basic work plan anticipated to accomplish the work.

F. Location

1. Indicate location of firm's main office. If a branch office has primary oversight, indicate location of both offices with proximity to FARGODOME.

G. Recent and Current Work for the Agency

1. Indicate recent and current work directly contracted with FARGODOME, City of Fargo and agencies of the State of North Dakota over the past five years. Include actual or estimated fees. Do not include total project cost under this section.

H. Working Relationship with FARGODOME/Fargo Dome Authority

1. Firms that have previously worked on projects with the Fargo Dome Authority/FARGODOME will be evaluated on accuracy and timeliness of deliverables, contract administration, change orders, budget control, construction administration and project schedule. Indicate projects with the Fargo Dome Authority/FARGODOME and submit comments on the above evaluation criteria.

5. PROCEDURES FOR SUBMISSIONS

A. Firms wishing to be considered shall submit two (2) hard copies (one (1) bound as described in 3.C. and one (1) "loose leaf"), along with one (1) electronic copy, of their qualification materials no later than 4:00pm central standard time, Friday, February 2, 2018 at the office of:

FARGODOME
Attn: General Manager
1800 North University Drive
Fargo, ND 58102

B. Sequence of Events: The following represents the sequence of events contemplated in the qualification and selection procedures established for retaining a design consultant:

Advertise for Proposals	January 15, 2018
Proposals Due	February 2, 2018
Review Responses and Prepare Shortlist	February 5 – 16, 2018
Interview Selected Candidates	February 19 – 23, 2018
Selection Notification	March, 2018

6. ADDITIONAL INFORMATION

A. All nonresident corporations, LLC's and LLP's must be registered with the Secretary of State to do business in this state before the can enter into the contract.

B. The State of North Dakota will not include an arbitration clause in any contract with the successful firm.

END OF REQUEST FOR QUALIFICATIONS

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Fargo Cass Public Health

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 7, 2018

RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR $112,800 CONTRACT NO. PF17.611 CFDA NO. 93.917

This is a request to approve the attached agreement for $112,800 with the North Dakota Department of Health for Ryan White Part B Program/Case Management for People Living with HIV/AIDS. This is a decrease in grant funding.

The following budget adjustments are needed:

2018 Expense Decrease Ryan White	101-6040-451-33-58	$ (130,455.00)
2018 Revenue Decrease Ryan White	101-0000-331-12-09	$ (133,200.00)

If you have questions please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the Agreement with North Dakota Department of Health for Ryan White Case Management.

RR/la
Enclosure

	NOTICE OF GRANT AWARD **RESTRICTED** **FUNDING** **SFN 59920 (1-2016)**	**NORTH DAKOTA DEPT. OF HEALTH (NDDoH)** **600 E BOULEVARD AVE, DEPT. 301** **BISMARCK, ND 58505-0200**		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.611	HIV Care Formula Grants	93.917	4/1/2018	3/31/2019
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
	Department Of Health And Human Services	X07HA00043	Program	
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				
TITLE OF PROJECT/PROGRAM	Ryan White Part B Program--Case Management for PLWH	**NDDoH PROJECT CODE**	2201 HLH3379-03--$51000 ;2201 HLH3439-09--$61800	
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Lindsey VanderBusch	
ADDRESS	401 Third Ave N	**ADDRESS**	2635 E Main Ave	
CITY/STATE/ZIP	Fargo,ND 58102	**CITY/STATE/ZIP**	Bismarck, ND 58503	
CONTACT NAME	Ruth Roman	**CONTACT NAME**	Lindsey VanderBusch	
TELEPHONE NUMBER	701-241-1360	**TELEPHONE NUMBER**	701.328.4555	
EMAIL	rroman@cityoffargo.com	**EMAIL**	lvanderbusch@nd.gov	

	NDDoH Cost Share	**Grantee Cost Share**	**Total Costs**
Amount Awarded	$112,800	$0	$112,800
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$112,800	$0	$112,800

SCOPE OF SERVICE	Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health Ryan White Part B (RW) program have three performance goals: (1) strengthen and expand the health care safety net; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. To assist HRSA and the RW program to meet all these goals, the Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients. Details about the reimbursable services and expectations are found in "Attachment 1—Scope of Work and Fiscal Assurances" which is attached to this document. By signing this award, your agency is agreeable to performing the activities as listed for all enrolled clients.
REPORTING REQUIREMENTS	Expenditures for reimbursement will be submitted using the "2018 RW Request for Reimbursement" due by the 15th of the following month submitted via the North Dakota Program Reporting System (PRS). The expenditure reimbursement request for the period ending June 30, 2018 must be received by July 13, 2018. The final expenditure reimbursement request for the period ending March 31, 2019 must be received by May 15, 2019.

INDIRECT RATE (check one)	**_____ Subrecipient waived indirect costs**	**_____ De minimis rate of 10%**	**Negotiated/Approved rate of _____%**
SPECIAL CONDITIONS	Funding for this award is restricted to $19380 until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by HRSA. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation.		

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

EVIDENCE OF GRANTEE'S ACCEPTANCE		**EVIDENCE OF NDDoH ACCEPTANCE**	
DATE 5/8/18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
RUTH ROMAN, DIRECTOR OF PUBLIC HEALTH		Kirby Kruger, Section Chief, Medical Services	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
TIMOTHY J. MAHONEY, MAYOR, CITY OF FARGO		Brenda M. Weisz, CFO	

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

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 11, 2018

RE0: AGREEMENT FOR SERVICES WITH LITTLE TYKES FOR $500.00

The attached agreement for services is for breastfeeding friendly environment support for Little Tykes Daycare and Learning Center.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the contract agreement with Little Tykes Daycare and Learning Center.

RR/LA
Enclosure

CONTRACT AGREEMENT

THIS AGREEMENT, effective the 1st day of May, 2018, by and between Fargo Cass Public Health ("FCPH"); and Little Tykes Daycare and Learning Center.

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

A. **Term of Agreement:** Project plans must be implemented by December 31, 2018 after funds are received.

B. **Statement of Work:** Support worksites in their efforts to provide a breastfeeding friendly environment for their employees. Provided the activities authorized under the statement of work and contract signed by the Recipient are eligible expenditures of Fargo Cass Public Health, the City agrees to provide an amount not to exceed $500.00. Funds shall be disbursed upon a presentation of a signed agreement.

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

D. **Accounts and Records:** The grant partner shall establish and maintain accurate and complete account and financial or other record in relation to the receipt and expenditure of all grant funds for the project so they adequately show that the grant funds were used exclusively for the purposes described in this agreement.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of grant partner and 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 contract agreement. I hereby certify that the above assurances and provisions of responsibility 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 contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

By Ruth Roman
Ruth Roman
Director of Public Health

Date 5-11-18

GRANT PARTNER - LITTLE TYKES

By Alissa Pulkrabek
Alissa Pulkrabek

Date 5-9-18

By _____
Timothy J. Mahoney
Mayor, City of Fargo

Date _____

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 15, 2018

RE: AMENDED CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR TITLE X FAMILY PLANNING PROGRAM FOR $56,239
CONTRACT NO. G17.222A CFDA 93.217

The attached contract with the North Dakota Department of Health for $56,239 is for the Title X Family Planning Program services in the clinic.

No budget adjustment is necessary.

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

Suggested Motion:
Move to approve the amended contract with North Dakota Department of Health to provide more services.

RR/LA
Enclosure

	NOTICE OF GRANT AWARD AMENDMENT SFN 59919 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.222A	Family Planning - Services	93.217	7/1/2017	8/31/2018
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
6/29/2017	Department Of Health And Human Services	FPHPA086300	Program	

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

TITLE OF PROJECT/PROGRAM	Title X Family Planning Program	**NDDoH PROJECT CODE**	4561 HLH3118 01
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Cora Rabenberg
ADDRESS	1240 25th Street S	**ADDRESS**	600 E. Boulevard Ave., Dept. 301
CITY/STATE/ZIP	Fargo, ND 58103	**CITY/STATE/ZIP**	Bismarck, ND 58505-0200
CONTACT NAME	Ruth Roman	**CONTACT NAME**	Cora Rabenberg
TELEPHONE NUMBER	701.241.1360	**TELEPHONE NUMBER**	701.328.4535
EMAIL	rroman@cityoffargo.com	**EMAIL**	crabenberg@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$56,239	$0	$56,239
Previous Funds Awarded	$181,144	$0	$181,144
Total Funds Awarded	$237,383	$0	$237,383

SCOPE OF SERVICE	This amendment extends the contract period from June 30, 2018 to August 31, 2018 and provides additional funding of $56,240 to continue the scope of service as noted in the original agreement.
REPORTING REQUIREMENTS	Final expenditure report for the period ending August 31, 2018 must be received by September 15, 2018. All other reporting requirements of the original agreement remain the same.

INDIRECT RATE (check one)	**__X__ Subrecipient waived indirect costs**	**_____ De minimis rate of 10%**	**Negotiated/Approved rate of _____%**

SPECIAL CONDITIONS	All special conditions of the original agreement remain the same.

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

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 5-15-18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		Colleen Pearce, Director, Division of Family Health and Nutrition	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

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

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FARGO CASS PUBLIC HEALTH
Environmental Division
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-476-6729
Fax 701-298-6929
FargoCassPublicHealth.com

May 17, 2018

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

RE: Administrative fee schedule associated with the abatement of tall weeds and/or grass and Resolution setting Administrative Fees

Dear Commissioners:

As you are probably already aware, Environmental Health is responsible for enforcement of the City's "tall grass and weed" laws. Essentially, property owners must maintain their properties to be free of noxious weeds and to keep grass cut regularly—below 8 inches in height. You have already given "first reading" of some amendments to the tall grass and weed ordinances that will provide clarity and assistance in the enforcement process. Among those amendments, is authority allowing Environmental Health to charge the property owners not just for the cost of mowing the property (if the property owner exceeds the 8-inch limit) but also to charge the property owner for the administrative time of City staff. This memo will explain and identify the administrative time involved and the dollar value of such time. We would appreciate your approval of the enclosed Resolution that will establish the administrative fees to be charged.

The following scenarios provide clarification on how the administrative fee schedule would be assessed, in addition to the cost of actual mowing, for the abatement of the nuisance—the tall grass and/or weed violation:

Scenario #1 (First time offense/no cost to the property owner) - The Environmental Health Division receives a first time complaint associated with "Jane Doe's" property located in Fargo which triggers the following procedures:

1. An Environmental Health employee would drive and inspect the property to verify whether it meets or does not meet the parameters set for in Articles 11-0805, 11-0806, and 11-0807.
2. The Environmental Health employee would then log the information associated with the complaint into the electronic digital health system.
3. In this case, the property is **not out** of compliance so the status of the complaint would be logged in the digital health system as "no action required", the complaint file is closed, and **no costs** are assessed to the property owner.

Scenario #2 (First time offense/no cost to the property owner) - The Environmental Health Division receives a first time complaint associated with "Jane Doe's" property located in Fargo which triggers the following procedures:

1. An Environmental Health employee would drive and inspect the property to verify whether it meets or does not meet the parameters set for in Articles 11-0805, 11-0806, and 11-0807.
2. The Environmental Health employee would then log the information associated with the complaint into the electronic digital health system.
3. In this case, the property is **out** of compliance so the employee logs the details of the property to include the property owner and official address as filed under the Cass County tax records.
4. The employee then generates a City of Fargo violation notice, which informs the property owner of the timeframe they have to abate the tall weeds or grass; otherwise, the COF will resolve the nuisance at their cost.
5. The notice also states the total costs for the abatement will include the actual mowing costs plus a $40 administrative fee.
6. The timeframe is seven (7) days: two days to allow for mailing, and five days to allow the property owner to mow their property.
7. The employee mails the violation notice to the property owner.
8. After the seven-day notice has expired, an employee drives by the property to verify if the nuisance has or has not been abated by the property owner.
9. In this scenario, the property owner **has** abated the nuisance so the employee logs the status of the complaint into the digital health system as "completed by owner", and **no costs** are assessed to the property owner.

Scenario #3 (First time offense/$40 administrative fee is assessed) - The Environmental Health Division receives a first time complaint associated with "Jane Doe's" property located in Fargo which triggers the following procedures:

1. An Environmental Health employee would drive and inspect the property to verify whether it meets or does not meet the parameters set for in Articles 11-0805, 11-0806, and 11-0807.
2. The Environmental Health employee would then log the information associated with the complaint into the electronic digital health system.
3. In this case, the property **is out** of compliance so the employee logs the details of the property to include the property owner and official address as filed under the Cass County tax records.
4. The employee then generates a City of Fargo violation notice, which informs the property owner of the timeframe they have to abate the tall weeds or grass otherwise; the COF will resolve the nuisance at their cost.
5. The notice also states the total costs for the abatement will include the actual mowing costs plus a $40 administrative fee.
6. The timeframe is seven (7) days: two days to allow for mailing, and five days to allow the property owner to mow their property.
7. The employee mails the violation notice to the property owner.
8. After the seven-day notice has expired, an employee will drive and inspect the property to verify if the nuisance has or has not been abated by the property owner.

9. In this scenario, the property owner **has not** abated the nuisance so the employee logs the status of the complaint into the digital health system as "send to the contract mower".
10. The employee then fills out a mowing slip with the details of the nuisance (i.e. mow the backyard), property owner, and the address of the property.
11. The mowing slip is emailed to the contract mowing company.
12. The contract mowing company will abate the nuisance, verify their work by taking photographs before and after the abatement of the property, and send a bill for their services to the Environmental Health Division.
13. Staff will generate a final bill based on the cost of the mowing services plus the administrative fee.
14. In this scenario, the administrative fee will be a total of **$40**, which is based on the first time offense.
15. The bill is mailed to the property owner at the associated address.

Note – The hourly rate for the Environmental Health Administrative Fee is $40 per hour, which is based on the average salary and benefits for the Environmental Health Practitioners.

Scenario #4 (2018 repeat offense/$140 administrative fee is assessed) – Please note, the Environmental Health Division will not implement the 18 month provision for repeat offenders until 2019. If we receive complaints associated with repeat properties in 2018 the following procedures will be utilized:

1. An Environmental Health employee would drive and inspect the property to verify whether it meets or does not meet the parameters set for in Articles 11-0805, 11-0806, and 11-0807.
2. The Environmental Health employee would then log the information associated with the complaint into the electronic digital health system.
3. In this case, the property is out of compliance so the employee logs the details of the property to include the property owner and official address filed under the Cass County tax records.
4. The employee will then review past offenses of the same property address and determine if the property owner is a repeat offender.
5. A City of Fargo violation notice is generated to inform the property owner:
    a. They are designated as a repeat offender according to local ordinance
    b. The timeframe they have to abate the tall weeds or grass otherwise the COF will resolve the nuisance
    c. The total cost for the abatement will include the actual mowing charge plus a $140 administrative fee.
6. The timeframe is seven (7) days: two days to allow for mailing, and five days to allow the property owner to mow their property.
7. The employee mails the violation notice to the property owner.
8. After the seven days have expired, an employee will drive and inspect the property to verify if the nuisance has or has not been abated by the property owner.
9. If the property owner **has not** abated the nuisance, the employee logs the status of the complaint into the digital health system as "send to the contract mower".
10. The employee then fills out a mowing slip with the details of the nuisance (i.e. mow the backyard), property owner, and the address of the property.

11. The mowing slip is emailed to the contract mowing company.
12. The contract mowing company will abate the nuisance, verify the work by taking photographs before and after the abatement of the property, and send a bill for services to the Environmental Health Division.
13. Staff will generate a final bill based on the cost of the mowing services plus an administrative fee billed at $40 per hour.
14. In this scenario, the administrative fee will be a total of **$140**, which consists of 2 hours of office time, 1 hour of inspection time, and half an hour for travel time (3.5 hours x $40/hour = $140).
15. The bill is then mailed to the property owner at the associated address.

Note – The hourly rate for the Environmental Health Administrative Fee is $40 per hour, which is based on the average salary and benefits for the Environmental Health Practitioners.

Scenario #5 (2019 Repeat Violation Notice) –

In April of 2019, as well as subsequent years, the Environmental Health Division will issue a Repeat Violation Notice to any property owners who were found in violation of the tall weed and grass ordinance during the previous 18 months.

This Repeat Violation Notice will serve as a Standing Order for that mowing season (May 1 – November 15) and state:

1. This standing order will serve as the only seasonal notice to comply with the COF weed and grass ordinance(s).
2. If a complaint is received that is associated with a repeat offender, the Environmental Health Division will only verify if the property is in or out compliance.
3. If the property is out of compliance, the Environmental Health Division will log it into the digital health system.
4. A mowing slip will be completed for the repeat property and emailed to the contract mower.
5. The contract mower will abate the nuisance and take before and after photos of the property.
6. Staff will generate a final bill based on the cost of the mowing services plus an administrative fee billed at $40 per hour.
7. The administrative fee for the abatement of a seasonal repeat property will typically include 1.5 hours of office time, half an hour of inspection time, and half an hour for travel time (2.5 hours x $40/hour = $100).
8. The bill will then be mailed to the property owner at the associated address.

Note – The hourly rate for the Environmental Health Administrative Fee is $40 per hour, which is based on the average salary and benefits for the Environmental Health Practitioners.

The cost to abate tall weed and/or grass violations includes the actual charge for mowing the property as well as the administrative time by staff. The Environmental Health Division would like your approval to offset the administrative costs associated with the abatement of tall grass and/or weed violations utilizing the following fee schedule:

Violation	**Administrative Fee**
First time tall weed or grass violation	**$40.00***
Repeat tall weed or grass violations within the past 18 months	**$40.00/hr**

Based on the nature of a first time offense, it is the intention of Fargo Cass Public Health to assess a total of $40 for the administrative fee and waive additional administrative costs.

Enclosed is a resolution establishing the fee schedule as outlined above.

SUGGESTED MOTION: I move to approve the Resolution establishing an administrative fee schedule for the tall grass and weed violation nuisance abatement as presented.

Sincerely,

Grant J. Larson, RS
Director of Environmental Health

RESOLUTION APPROVING SCHEDULE OF AMINISTRATIVE COSTS FOR ENFORCMENT OR ABATEMENT OF TALL GRASS AND NOXIOUS WEED NUISANCES–FARGO MUNICIPAL CODE ARTICLE 11-08

WHEREAS, With respect to the enforcement and abatement of nuisances related to the presence of tall grass, noxious weeds, or both, as described in said Article 11-08, the city's remedy and enforcement action routinely includes the hiring of private contractors to mow said tall grass and weeds and to take other steps to remedy the situation and abate the nuisance, the costs for which are billed to the city; and

WHEREAS, In addition to said direct costs expended by the city for such contract mowing services, the city bears significant administrative efforts and time in order to identify the tall grass and noxious weed nuisances and to administer the program for the correction of violations and abatement of such nuisance; and

WHEREAS, Pursuant to Fargo Municipal Code Article 11-08 pertaining to environmental nuisances, including sections 11-0819 and 11-0820, and pursuant to the North Dakota Century Code, including section 40-05-01.1, whenever the city must take certain action to correct or remedy a violation of said Article 11-08 or to abate nuisances existing at a particular lot or parcel, the expenses incurred by the city to enforce the provisions of said article and to abate the nuisance may be charged to, or assessed against, said lot or parcel, including the costs of administration of said nuisance abatement program; and

WHEREAS, The Board of City Commissioners is authorized to approve a schedule for said costs of administration for the enforcement of said city ordinances to be charged to, or assessed against, said lots or parcels, and desires to do so:

NOW, THEREFORE, BE IT RESOLVED by the Board of City Commissioners as follows:

The attached schedule of administrative costs for the nuisance abatement program of Fargo Environmental Health is hereby approved.

ENVIRONMENTAL HEALTH
TALL GRASS AND NOXIOUS WEEDS
SCHEDULE OF ADMINISTRATIVE COSTS

FARGO MUNICIPAL CODE ARTICLE 11-08

Violation	Administrative Cost*
First time tall grass or noxious weed violation/nuisance	**$40.00**
Subsequent tall grass or noxious weed violation/nuisance	**$40.00/hr**
Violations/nuisance for tall grass or noxious weeds that are the Subject of a standing order for compliance (based upon similar violations within the prior 18 months)	**$40.00/hr**

* Administrative costs to be charged/assessed in addition to actual costs incurred in enforcing ordinances/abating nuisance.

CERTIFICATE OF CITY AUDITOR

The undersigned City Auditor of the City of Fargo DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution of the Board of City Commissioners of the City of Fargo at an open public meeting at which a quorum was present, duly called and lawfully assembled at _____ o'clock _____ on the _____ day of _____, 2018, and as follows:

COMMISSIONER _____ introduced the foregoing resolution and moved its adoption. 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 the _____ day of _____, 2018.

WITNESS my hand this _____ day of _____, 2018.

_____
City Auditor

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

(13)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 17, 2018

RE: CONTRACTS FOR SIGNATURE
CENTRAL CASS SCHOOL DISTRICT $29,624.89
FARGO PUBLIC SCHOOL DISTRICT $305,749.29

The attached contracts with Central Cass School District and Fargo Public Schools is for nursing services for school year 2018-2019.

No budget adjustment is required for this contract.

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

Suggested Motion: Move to approve the Service Agreements with Central Cass School District and Fargo Public Schools for nursing services.

RR/LA
Enclosure

PURCHASE OF SERVICE AGREEMENT
CENTRAL CASS SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

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

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

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

The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

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

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

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

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

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

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO

DATE

Ruth Roman
DIRECTOR OF PUBLIC HEALTH

5-17-18
DATE

DISTRICT-CENTRAL CASS SCHOOL

SIGNATURE
AGENCY REPRESENTATIVE

Board President
TITLE

5-14-18
DATE

ATTACHMENT A

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

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

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

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

OBJECTIVES:

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

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

ATTACHMENT B

2018-2019

SCHOOL HEALTH SERVICES BUDGET

CENTRAL CASS SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
30 RN HOURS/WEEK X 35 WEEKS AT $41.48/HOUR	$43,554.00
40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT $41.48/HOUR	$1,659.20
36 HOURS FOR ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$1,810.44
TOTAL	**$47,023.64**
DISTRICT PORTION AT 63% OF $47,023.64	$29,624.89
PROVIDER PORTION AT 37% OF $47,023.64	$17,398.75
TOTAL FOR DISTRICT	**$29,624.89**

ATTACHMENT C

PROVIDER ASSURANCES

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

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

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

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

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

F. Unless otherwise authorized by federal law, the charges to be made by the Provider do no include costs financed by federal monies other than those generated by this agreement.

G. The Provider shall not assign this agreement.

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

PURCHASE OF SERVICE AGREEMENT
FARGO PUBLIC SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

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

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

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

V. CHANGES

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VII. AUTHORITY TO SUBCONTRACT

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

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X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

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

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

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

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

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO

DATE

Ruth Roman
DIRECTOR OF PUBLIC HEALTH

5/17/18
DATE

DISTRICT-FARGO PUBLIC SCHOOL

Jackie Dapp
SIGNATURE
AGENCY REPRESENTATIVE

Business Manager
TITLE

4/24/2018
DATE

ATTACHMENT A

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

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

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Trained Medication Aide services to all components of the Fargo Public Schools health program: education, environment and services.

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

OBJECTIVES:

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

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

ATTACHMENT B

2018-2019

SCHOOL HEALTH SERVICES BUDGET

FARGO SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
260 RN HOURS /WEEK X 35 WEEKS AT $41.48 /HOUR	$377,468.00
574 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$28,866.46
87.5 NURSE'S AIDE HOURS/WEEK X 35 WEEKS AT $25.79/HOUR	$78,981.88
TOTAL	$485,316.34
DISTRICT PORTION AT 63 % OF $485,316.34 PROVIDER PORTION AT 37% OF $485,316.34	$305,749.29 $179,567.05
TOTAL FOR DISTRICT	$305,749.29

ATTACHMENT C

PROVIDER ASSURANCES

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

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

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

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

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

F. Unless otherwise authorized by federal law, the charges to be made by the Provider do no include costs financed by federal monies other than those generated by this agreement.

G. The Provider shall not assign this agreement.

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

CITY OF Fargo

14

INFORMATION SERVICES
200 Third St N
FARGO, ND 58102
PHONE: 701-476-6700
FAX: 701-241-8253

May 17, 2018

Honorable Board of
City Commissioners
City of Fargo
200 N 3rd St. S
Fargo, ND 58102

Dear Commissioners;

Sound masking systems are designed to increase productivity in employees in Open Office spaces by diminishing the distracting sounds. Zones define common work areas and enable those areas to be independently controlled. Fourteen Zones in City Hall cover all Open Office Spaces, all Conference Rooms, the bathrooms and the hallways. An addendum requested pricing to include all office spaces.

In addition to Sound Masking, the speaker systems are programmable provide paging, music, or emergency alerts.

In response to our Sound Masking RFP, two proposals were submitted.

The proposal from Tricorne Audio with a base bid of $55,148, and, an addendum bid of $14,064, was the low bidder.

Funding will come from the previously authorized funds for technology systems in City Hall.

Suggested Motion:

Direct appropriate staff to move forward with the Tricorne Audio Sound Masking Proposal.

Thank you,

R M Gronneberg

Ron Gronneberg
CIO, City of Fargo

Fargo Public Library

(15)

May 21, 2018

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA 15D
Director
Fargo Public Library

The Fargo Public Library strives to provide a safe and welcoming environment for all citizens. To ensure the preservation of the library's service environment and the elimination of lone worker issues I requested a budget amendment for two additional Library Associate II positions and $39,000.00 for additional contract security coverage. The request was unanimously approved by the City of Fargo Finance Committee as presented on April 30th 2018.

Recommended motion:

I/We hereby move based on the request to approve the budget amendment to the 2018 library budget for two additional Library Associate II positions and an increase of $39,000.00 to the Security budget line item for a total budget amendment of $95,048.00 for FY 2018.

Attachments:
Library Budget Amendment Request Dated March 28, 2018.

Fargo Public Library

March 28, 2018

To: Bruce Grubb, Jill Minette

From: Tim Dirks, Director TD
Fargo Public Library

Over the past fifteen months the Fargo Public Library has experienced an increase in the number and severity of incidents/police calls involving individuals under the influence and/or experiencing mental illness. We have also seen an increase in patron incidents that may not require a police call but consume significant staff time. The environment for both public and staff has been significantly impacted. In light of these issues I have increased the coverage of officers from ASP Moorhead to ensure security presence during all service hours and the presence of two officers during noon and 5pm. ASP security staff are also providing coverage at the Dr. James Carlson Library in the afternoons till close and on weekends. We have also altered scheduling to eliminate when possible any single staffing situations. The cost of increasing security coverage and the additional staff hours are not currently funded in our operating budget. The budgetary impact of the increased staff hours is significant given that our Part-time Benefited line item has been over budget on average of over $45,600.00 the past five years.

The Fargo Public Library strives to provide the highest level of customer service and a safe and welcoming environment for the whole community. The continued increase in incidents has negatively impacted customer service and the overall environment.

I'm requesting for fiscal year 2018 the funding for two (2) Library Associate II positions (Grade 6) with an estimated cost of $56,048.00 for fiscal year 2018 and annual cost of $96,081.00. The positions are needed In order to provide a safer work environment and eliminate sole staffing at the Northport Branch Library and at the Main Library Circulation desk. The additional positions will also ensure that we have adequate staffing levels per shift to provide the highest level of customer service while dealing with the increased number of incidents that occur.

I'm requesting a mid-year budget adjustment to the Security line item of $39,000.00 to cover the increased security coverage for the Main Library and the Dr. James Carlson Library.

The total estimated funding request for 2018 is $95,048.00.

Attachments:
Letter to the Mayor from Library Board President Rachael Steenholdt
Fargo PD Main Library Calls for Service 5 Year Report
Fargo PD Dr. James Carlson Library Calls for Service 5 Year Report
Fargo PD Northport Library Calls for Service 5 Year Report
Fargo Library 5 Year Incident Report
Five Year Look Back Part-Time Benefited Line Activity

Fargo Public Library

March 24th, 2018

To: Mayor Mahoney

From: Rachael Steenholdt
Fargo Public Library Board President

The Fargo Public Library Board has been informed of the recent uptake in both the number and severity of security incidents at our libraries. Receipt of this news is very concerning, as the safety of patrons and staff is an indispensable tenet of effective library services. Without it, the Fargo Public Library cannot serve our community to the highest degree possible.

We support our Director's decision to increase security presence and staff coverage to address the vulnerabilities in library safety. We likewise support the Director's request to increase funding for the 2018 fiscal year to cover these expenditures.

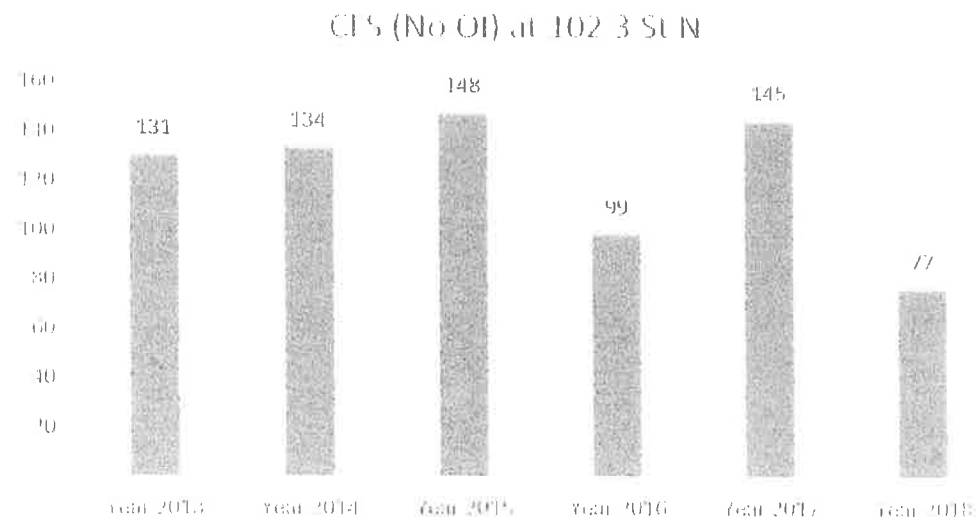
Sincerely,

Rachael Steenholdt

Rachael Steenholdt
FPL Board President

Address	(Multiple Items)
ORI	ND0090200
Incident Type	(Multiple Items)

Row Labels	**Incident Count**
Year 2013	131
Year 2014	134
Year 2015	148
Year 2016	99
Year 2017	145
Year 2018	77
Grand Total	**734**



Address	(Multiple Items)
Year	Year 2013
ORI	ND0090200

Row Labels	Incident Count
Disturbance	37
Impaired Person	34
Found Property	20
Suspicious	10
Medical Assist	7
Theft	4
Parking Complaint	4
Warrant - Wanted	3
Welfare Check	3
Vandalism	2
Accident - Property	2
Animal Calls	2
Bicycle - Found	1
Alarm	1
Public Assist	1
Grand Total	**131**

Address	(Multiple Items)
Year	Year 2014
ORI	ND0090200

Row Labels	Incident Count
Impaired Person	35
Found Property	27
Disturbance	25
Suspicious	8
Medical Assist	8
Alarm	8
Warrant - Wanted	4
Bicycle - Theft	3
Welfare Check	2
Theft	2
Assault	2
Accident - Property	2
Bicycle - Found	1
ATL	1
911 Hangup	1
Narcotics	1
Lost Property	1
Parking Complaint	1
Public Assist	1
Abuse	1
Grand Total	**134**

Address	(Multiple Items)
Year	Year 2015
ORI	ND0090200

Row Labels	Incident Count
Impaired Person	45
Disturbance	29
Found Property	21
Suspicious	16
Medical Assist	5
Narcotics	3
Alarm	3
Accident - Property	3
Warrant - Wanted	3
Animal Calls	2
Suicidal Person	2
Theft	2
Sex Assault	1
Parking Complaint	1
Impaired Driver	1
Assault	1
Public Assist	1
Lost Property	1
Stolen Vehicle	1
Harassment	1
Traffic Complaint	1
Fraud	1
Agency Assist	1
Found Person	1
Accident - Injury	1
Juvenile Complaint	1
Grand Total	**148**

Address	(Multiple Items)
Year	Year 2016
ORI	ND0090200

Row Labels	Incident Count
Found Property	20
Impaired Person	15
Disturbance	14
Medical Assist	11
Warrant - Wanted	4
Theft	3
Public Assist	3
Assault	3
Accident - Property	3
Welfare Check	3
Suspicious	2
Bicycle - Theft	2
Animal Calls	2
Domestic	2
Suicidal Person	2
Narcotics	2
Parking Complaint	2
Warrant	1
Bicycle - Found	1
Impaired Driver	1
Traffic Complaint	1
Harassment	1
Vandalism	1
Grand Total	**99**

Address	(Multiple Items)
Year	Year 2017
ORI	ND0090200

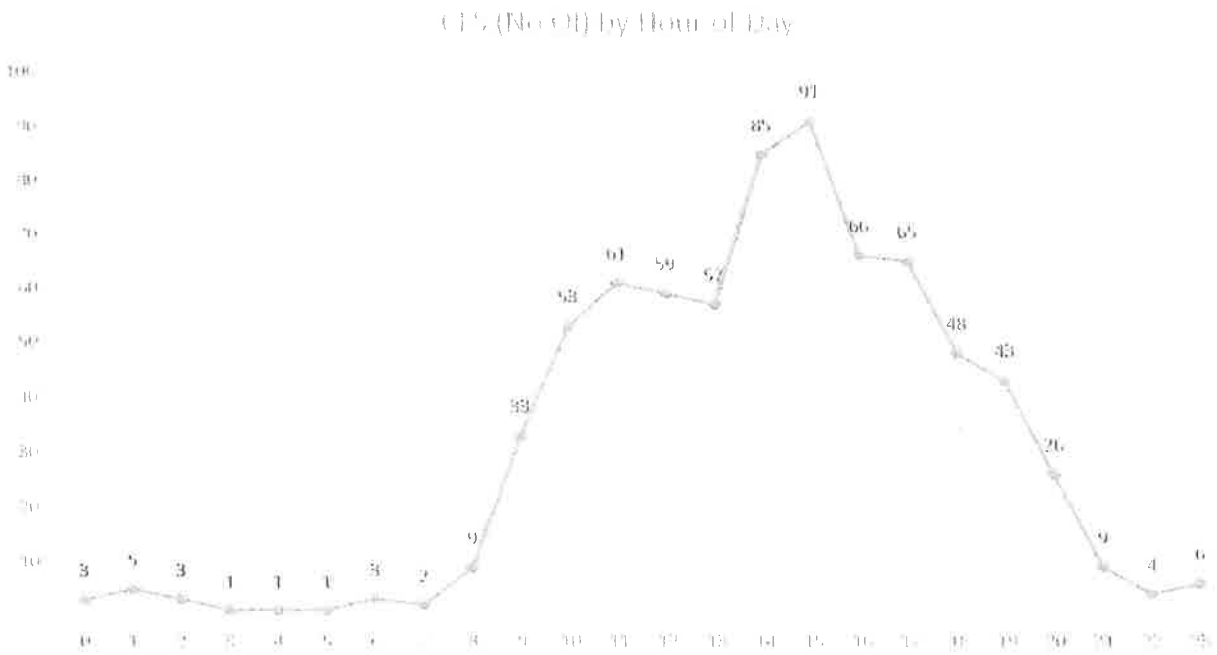
Row Labels	Incident Count
Disturbance	31
Impaired Person	29
Suspicious	18
Found Property	18
Medical Assist	8
Suicidal Person	7
Bicycle - Theft	4
Alarm	4
Theft	4
Public Assist	3
Juvenile Complaint	3
Vandalism	2
Bicycle - Found	2
Accident - Property	2
Assault	2
Welfare Check	1
Narcotics	1
Threats	1
Lost Property	1
Vehicle Unlock	1
Fraud	1
Exposer	1
Domestic	1
Grand Total	**145**

Address	(Multiple Items)
Year	Year 2018
ORI	ND0090200

Row Labels	Incident Count
Impaired Person	31
Disturbance	20
Medical Assist	7
Found Property	6
Suspicious	3
Assault	2
Agency Assist	2
Theft	1
Warrant - Wanted	1
Threats	1
Public Assist	1
Domestic	1
Exposer	1
Grand Total	**77**

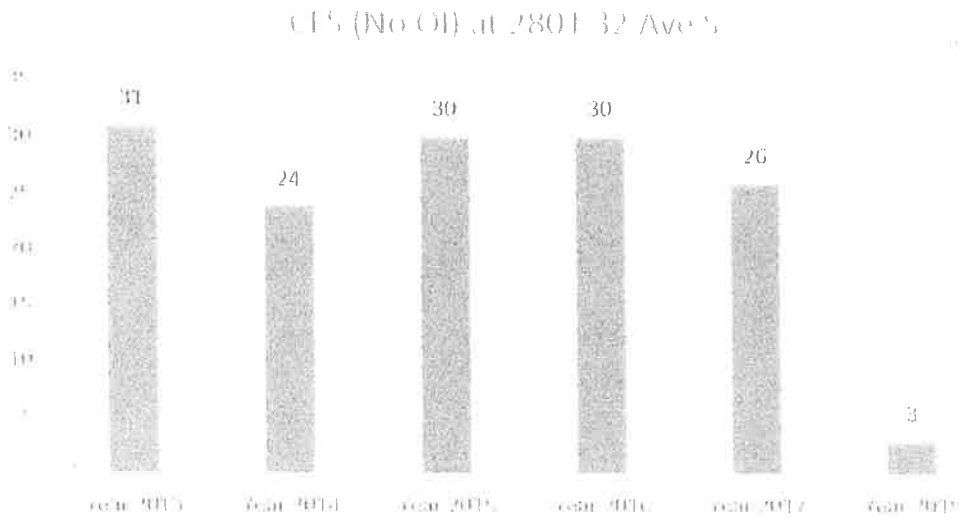
Address	(Multiple Items)
ORI	ND0090200
Year	(Multiple Items)
Incident Type	(Multiple Items)

Row Labels	Incident Count
0	3
1	5
2	3
3	1
4	1
5	1
6	3
7	2
8	9
9	33
10	53
11	61
12	59
13	57
14	85
15	91
16	66
17	65
18	48
19	43
20	26
21	9
22	4
23	6
Grand Total	**734**



Address	(Multiple Items)
ORI	ND0090200
Incident Type	(Multiple Items)

Row Labels	**Incident Count**
Year 2013	31
Year 2014	24
Year 2015	30
Year 2016	30
Year 2017	26
Year 2018	3
Grand Total	**144**



Address	(Multiple Items)
Year	Year 2013
ORI	ND0090200

Row Labels	Incident Count
Suspicious	6
Found Property	4
Accident - Property	3
Traffic Complaint	3
Parking Complaint	2
Domestic	2
Impaired Person	2
Welfare Check	1
Threats	1
Disturbance	1
Missing Person	1
Warrant - Wanted	1
Narcotics	1
Bicycle - Theft	1
911 Hangup	1
Juvenile Complaint	1
Grand Total	**31**

Address	(Multiple Items)
Year	Year 2014
ORI	ND0090200

Row Labels	Incident Count
Suspicious	3
Traffic Complaint	3
Accident - Property	2
Found Property	2
Medical Assist	1
Alarm	1
Parking Complaint	1
Burglary	1
Juvenile Complaint	1
Disturbance	1
Missing Person	1
Theft	1
Public Assist	1
Airport Check	1
Animal Calls	1
Impaired Person	1
911 Hangup	1
Impaired Driver	1
Grand Total	**24**

Address	(Multiple Items)	Address
Year	Year 2015	Year
ORI	ND0090200	ORI

Row Labels	Incident Count
Suspicious	5
Accident - Property	5
Juvenile Complaint	3
Found Property	3
Theft	2
Airport Check	2
Found Person	2
Bicycle - Theft	2
Public Assist	1
Impaired Person	1
Child Exchange	1
Medical Assist	1
Disturbance	1
Missing Person	1
Grand Total	**30**

Row Labels
Suspicious
Accident - Property
Disturbance
Bicycle - Theft
Bicycle - Found
Public Assist
Harassment
K-9 Deployment
Suicidal Person
Sex Assault
Airport Check
Alarm
Theft
Domestic
Found Person
Grand Total

(Multiple Items)	Address	(Multiple Items)
Year 2016	Year	Year 2017
ND0090200	ORI	ND0090200

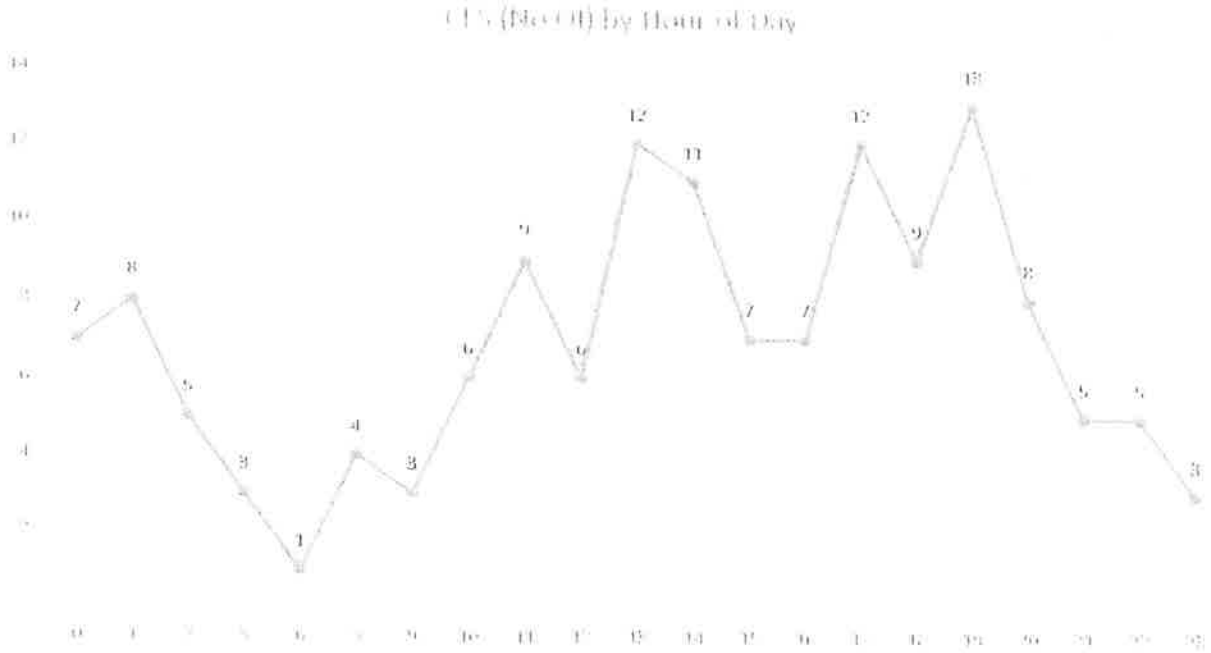
Incident Count	Row Labels	Incident Count
8	Suspicious	4
6	Theft	4
3	Found Person	3
2	Public Assist	2
1	Warrant - Wanted	2
1	Found Property	2
1	Stolen Vehicle	1
1	Vehicle Unlock	1
1	Airport Check	1
1	Accident - Property	1
1	Bicycle - Theft	1
1	Disturbance	1
1	Welfare Check	1
1	Loud Noise	1
1	Medical Assist	1
30	**Grand Total**	26

Address	(Multiple Items)
Year	Year 2018
ORI	ND0090200

Row Labels	**Incident Count**
Impaired Driver	1
Suspicious	1
Juvenile Complaint	1
Grand Total	**3**

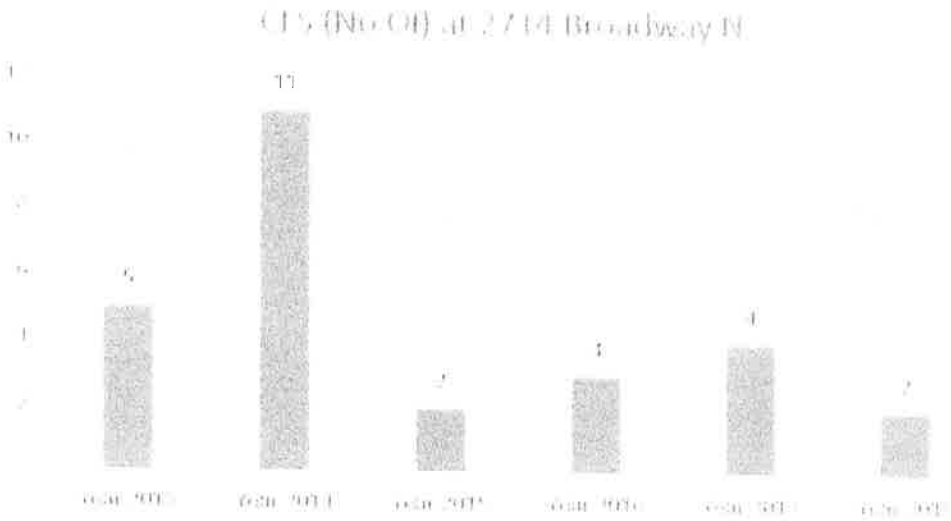
Address	(Multiple Items)
ORI	ND0090200
Year	(Multiple Items)
Incident Type	(Multiple Items)

Row Labels	Incident Count
0	7
1	8
2	5
3	3
6	1
8	4
9	3
10	6
11	9
12	6
13	12
14	11
15	7
16	7
17	12
18	9
19	13
20	8
21	5
22	5
23	3
Grand Total	**144**



Address	(Multiple Items)
ORI	ND0090200
Incident Type	(Multiple Items)

Row Labels	**Incident Count**
Year 2013	5
Year 2014	11
Year 2015	2
Year 2016	3
Year 2017	4
Year 2018	2
Grand Total	**27**



Address	(Multiple Items)
Year	Year 2013
ORI	ND0090200

Row Labels	Incident Count
Disturbance	2
Impaired Person	1
Warrant - Wanted	1
Found Property	1
Grand Total	**5**

Address	(Multiple Items)
Year	Year 2014
ORI	ND0090200

Row Labels	Incident Count
Impaired Person	3
Disturbance	3
Alarm	2
Animal Calls	1
Suspicious	1
Impaired Driver	1
Grand Total	**11**

Address	(Multiple Items)
Year	Year 2015
ORI	ND0090200

Row Labels	Incident Count
Suspicious	2
Grand Total	**2**

Address	(Multiple Items)
Year	Year 2016
ORI	ND0090200

Row Labels	Incident Count
Theft	2
Disturbance	1
Grand Total	**3**

Address	(Multiple Items)
Year	Year 2017
ORI	ND0090200

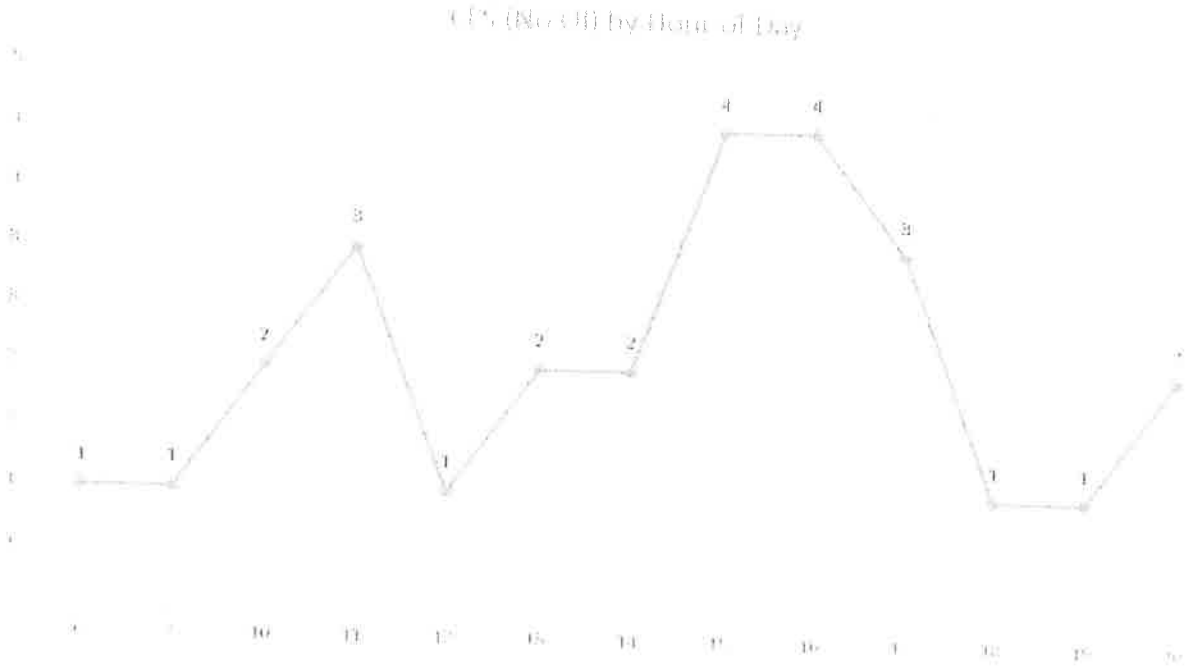
Row Labels	Incident Count
Public Assist	1
Narcotics	1
Abuse	1
Found Property	1
Grand Total	**4**

Address	(Multiple Items)
Year	Year 2018
ORI	ND0090200

Row Labels	Incident Count
Theft	1
Medical Assist	1
Grand Total	**2**

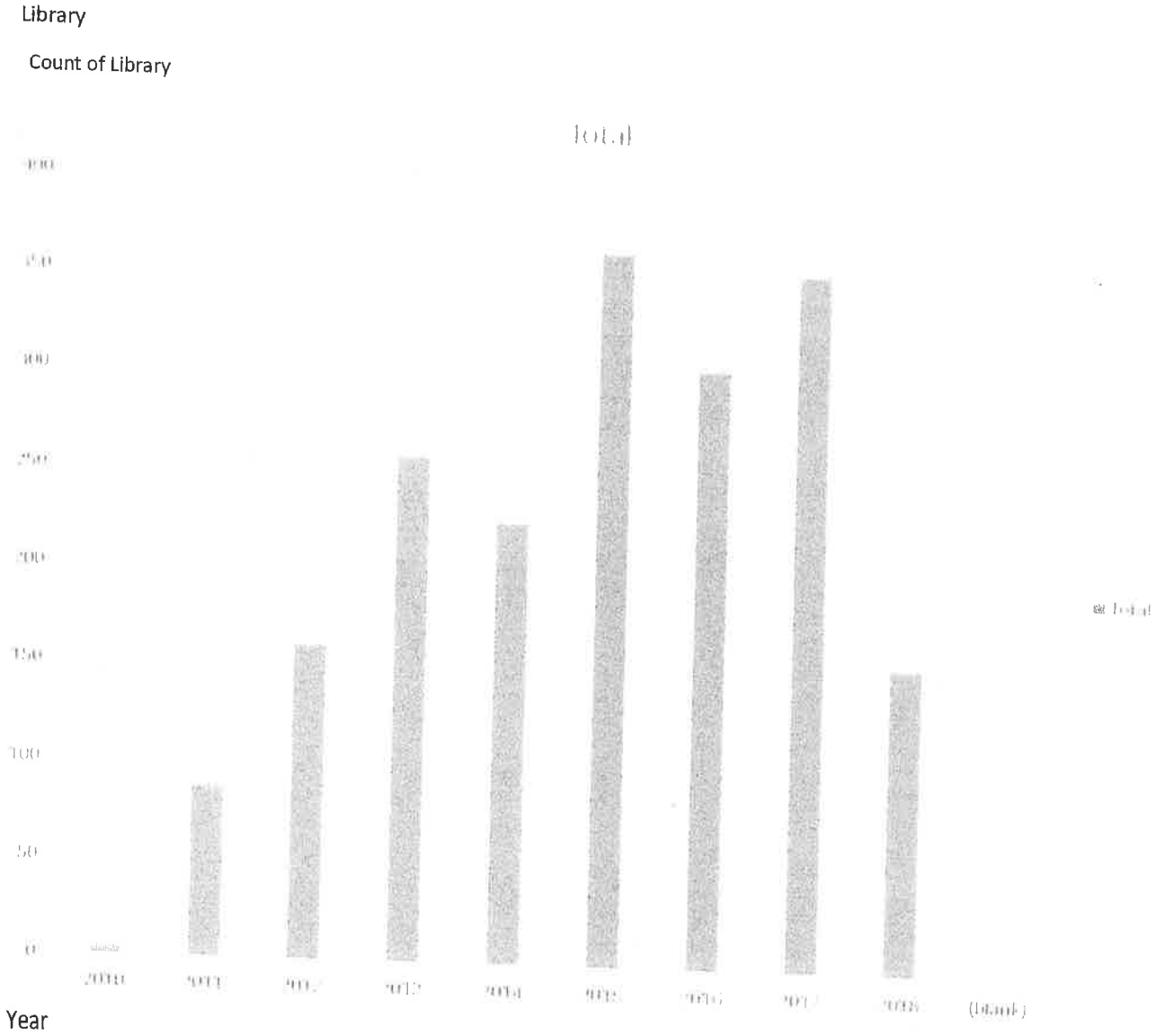
Address	(Multiple Items)
ORI	ND0090200
Year	(Multiple Items)
Incident Type	(Multiple Items)

Row Labels	Incident Count
6	1
7	1
10	2
11	3
12	1
13	2
14	2
15	4
16	4
17	3
18	1
19	1
20	2
Grand Total	**27**



Library	(All)

Row Labels	Count of Library
2010	5
2011	88
2012	161
2013	258
2014	226
2015	364
2016	305
2017	355
2018	156
(blank)	
Grand Total	**1918**



5 Year Look Back Part-time Benefited Line Activity

Year	Total	Total Budget	%	Over/(Under)
2013	$411,463.32	$ 358,254.00	$ 1.15	$ 53,209.32
2014	$418,306.73	$ 385,799.00	$ 1.08	$ 32,507.73
2015	$440,644.51	$ 378,130.00	$ 1.17	$ 62,514.51
2016	$431,212.88	$ 410,676.00	$ 1.05	$ 20,536.88
2017	$461,479.11	$ 401,979.00	$ 1.15	$ 59,500.11
				$ 228,268.55

CITY OF Fargo

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

(16)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE: MAY 16, 2018

RE: COMPLETION DOCUMENTS FOR JUNCTION 9 DEVELOPER

The developer of the Junction 9 Apartments has completed the project and complied with the terms of the development agreement. The City has inspected the project, and documented all of the costs.

Attached for your approval is the Certificate of Completion, the Tax Increment Note, and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Certificate of Completion, the Tax Increment Note, and the Private Placement Memorandum for the Junction 9 Apartments.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the "City") and EG & CO. JUNCTION 9, LLC, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of the ____ day of _____, 2018; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

Dated this _____ day of _____, 2018.

CITY OF FARGO, NORTH DAKOTA

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

Attest:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared Steven Sprague, City Auditor, and Timothy Mahoney, M.D., Mayor, to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that they executed the same.

_____
Notary Public
Cass County,
My Commission Expires:

(SEAL)

TAX INCREMENT NOTE

No. R-1 $213,107.00

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

TAX INCREMENT
REVENUE NOTE OF 2018
(TAX INCREMENT DISTRICT 2016-03 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to **EG & CO. JUNCTION 9, LLC** (the "Developer"), or the registered assign, the principal sum of Two Hundred Thirteen Thousand One Hundred Seven and no/100 Dollars ($213,107.00), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of Five Percent **(5.0%)** per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of August 29, 2016 (as the same may be amended from time to time, the "Developer Agreement"), by and between the City and EG & CO. JUNCTION 9, LLC, a North Dakota limited liability company, as the initial developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by EG & CO. JUNCTION 9, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, amounts due on this Note shall be payable on each May 1 and November 1, commencing the May 1 after issuance hereof and continuing through the Maturity Date (the "Payment Dates"). Nothwithstanding the previous sentence, in the event that ad valorem property taxes for the Development Property are paid in

full on or before February 15th of each year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the County Auditor upon written request submitted by the Developer. The City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request. If such payment is made, then it shall be unnecessary to make the payout of annual increment in two payments as is otherwise provided in this paragraph. The Maturity Date shall be fifteen years after issuance of this note.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount equal to the lesser of (1) the Available Tax Increments received within the 6-month period preceding said Payment Date, and (2) the sum of (i) the accrued and unpaid interest on the Note and (ii) the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of $1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

> "Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

In addition, "Developer Tax Increments" are defined in the Developer Agreement as follows:

> "The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes."

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

(a) to make payments on the Tax Increment Note; and,

(b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City."

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of $213,107.00 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2016-03, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2016-03 Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2016-03 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of EG & CO. JUNCTION 9, LLC, by reorganization, merger or acquisition, (2) a member of EG & CO. JUNCTION 9, LLC, (3) to a lender of EG & CO. JUNCTION 9, LLC, as collateral for financing as permitted by the Developer Agreement, (4)a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the

federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a "qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to EG & CO. JUNCTION 9, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than EG & CO. JUNCTION 9, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of May 1, 2018.

CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

ATTEST:

_____
Steven Sprague, City Auditor

(SEAL)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF AUTHORITY'S TREASURER
	EG & CO. JUNCTION 9, LLC	
_____, 2018	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRIVATE PLACEMENT
MEMORANDUM

Relating to

CITY OF FARGO, NORTH DAKOTA

$213,107.00 Tax Increment Revenue Note of 2018
(Junction 9/Redevelopment Project—Tax Increment District 2016-03)

Dated: May 1, 2018

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the $213,107.00 Tax Increment Revenue Note of 2018 (Junction 9 Apartments/Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a resolution adopted August 29, 2016, when conditions are met that are set forth in a Developer Agreement dated as of August 29, 2016 (the "Development Agreement"), by and between the City and EG & CO. JUNCTION 9, LLC, a North Dakota limited liability company (the "Developer"). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District 2016-03 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

> "**Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City whatsoever.**"

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby.

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

"Section 3.6. **Use of Tax Increments.**

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

(1) to make payments on the Tax Increment Note; and

(2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City."

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor's Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

(a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.

(b) Damage or Destruction. If the Improvements are damaged or destroyed after completion, their value would be reduced, and taxes and tax increments would be reduced. Repair, restoration or replacement of the Improvements may not occur, may occur after only a substantial time delay, or may involve property with a lower value than the Improvements, all of which would reduce taxes and tax increments.

(c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

(d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

(e) Non-payment of Taxes. If the property owner does not pay property taxes, either in whole or in part, the lack of taxes received will cause a lack of tax increments. The North Dakota system of collecting delinquent property taxes is a lengthy one that could result in substantial delays in the receipt of taxes and tax increments, and there is no assurance that the full amount of delinquent taxes would be collected. Amounts distributed to taxing jurisdictions upon a sale following a tax forfeiture of the property are not tax increments.

(f) Reductions in Taxes Levied. If property taxes are reduced due to decreased municipal levies, taxes and tax increments will be reduced. Reasons for such reduction could include lower local expenditures or changes in state aids to municipalities.

(g) Reductions in Tax Capacity Rates. The taxable value of real property is determined by multiplying the market value of the property by a tax capacity rate. Tax capacity rates vary by certain categories of property; for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.

(h) Legislation. The North Dakota Legislature has the authority to modify laws affecting real property taxes, particularly as they relate to mill levies and the overall level of taxes.

(i) Combinations of Factors. Factors that reduce taxes and tax increments can occur in combinations that reduce tax increments further than any one factor alone.

Factors noted above present risks for the receipt of tax increments; changes in the other direction could increase taxes and tax increments.

Pay-as-You-Go Format. The Tax Increment Notes are instruments which municipalities refer to as "pay as you go" notes. Issued in reimbursement of eligible costs paid by others, such notes involve no initial cash to or from the municipality. They are issued to developers of property improvements, the same parties who are expected to own the real property and pay the taxes. As long as the same party both owns the property and holds the note, the tax increment risks noted above to some extent cancel out economically, making the changes somewhat a "wash". For instance, if the property owner does not pay its taxes, the same party as holder of the note does not receive tax increments (because, due to non-payment of taxes, there are none). If tax capacity rates fall, leading taxes and tax increments to fall, the note holder receives fewer tax increments in payment of the note but the same person as owner of the property has "saved" a similar amount in not paying taxes. If the ownership of the real property and the note cease to be in the same party, this offsetting of tax increment risks by attendant property tax benefits is broken. Upon the initial issuance of the Note, the holder is the Developer.

TAX TREATMENT OF NOTE

No Information About Tax Treatment of Note. The Issuer does not know, and makes no representation about, the tax treatment of, or tax consequences for the Developer of, (1) the Issuer's issuance of the Note in reimbursement of public costs of redevelopment paid by the Developer, or (2) the later retention or disposition of the Note or the retention of disposition of the property whose costs were reimbursed by the issuance of the Note.

NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income

tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

NOT COMPREHENSIVE

Not Comprehensive. This Private Placement Memorandum is not intended to be a complete or comprehensive description of the Note or a complete presentation of all matters relevant to owning or holding the Note. It is intended for use with the Developer or a sophisticated investor, each of whom are encouraged to engage in such diligence reviews of matters of fact and law and inquiries as to matters of fact and law as will provide sufficient information for a business decision about ownership of the Note. The Developer to whom the Note is originally issued will provide the City with a certificate as to making its own determinations and not relying on the City or information provided by the City.

CITY OF Fargo

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

(17)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE: MAY 16, 2018

RE: COMPLETION DOCUMENTS FOR 710 LOFTS DEVELOPER

The developer of the 710 Lofts Apartments has completed the project and complied with the terms of the development agreement. The City has inspected the project, and documented all of the costs.

Attached for your approval is the Certificate of Completion, the Tax Increment Note, and the Private Placement Memorandum.

Recommended Motion
Approve and authorize the Mayor to sign the Certificate of Completion, the Tax Increment Note, and the Private Placement Memorandum for the 710 Lofts Apartments.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, a North Dakota municipal corporation, (the "City") and 710 Lofts, LLC, a North Dakota limited liability company (the "Developer") have entered into an agreement dated as of the 8th day of June, 2015; and

WHEREAS, the Developer has to the present date performed said covenants and conditions insofar as it is able in a manner deemed sufficient by the City to permit the execution and recording of this certification:

NOW, THEREFORE, this is to certify that all building construction and other physical improvements specified to be done and made by the Developer have been completed, and the above covenants and conditions in said Developer Agreement have been performed by the Developer therein, and that the Tax Increment Note, referred to in said Developer Agreement, may be issued to Developer by the City.

Dated this _____ day of _____, 2018.

CITY OF FARGO, a North Dakota municipal corporation

By: _____
Timothy Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared Steven Sprague, City Auditor, and Timothy Mahoney, Mayor, to me known to be the persons described in and who executed the within and foregoing instrument and acknowledged to me that executed the same.

_____
Notary Public
Cass County,
My Commission Expires:

(SEAL)

TAX INCREMENT NOTE

No. R-1 $318,024.90

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

TAX INCREMENT
REVENUE NOTE OF 2015
(TAX INCREMENT DISTRICT 2015-01 PROJECT)

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to 710 Lofts, LLC (the "Developer"), or the registered assign, the principal sum of Three Hundred and Eighteen Thousand Twenty-Four and 90/100 Dollars ($318,024.90), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of Five Percent **(5.0%)** per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of June 8, 2015 (as the same may be amended from time to time, the "Developer Agreement"), by and between the City and 710 Lofts, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by 710 Lofts, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, amounts due on this Note shall be payable on each May 1 and November 1, commencing the May 1 after issuance hereof and continuing through the Maturity Date (the "Payment Dates"). Nothwithstanding the previous sentence, in the event that ad valorem property taxes for the Development Property are paid in full on or before February 15th of each year, the City agrees, and the City's Finance Director is hereby authorized, to pay out the full amount of Available Tax Increments received from the

County Auditor upon written request submitted by the Developer. The City's Finance Director is authorized to make such payment within the later of (a) forty (40) days after receipt by the City of the Available Tax Increments are received by the City from the County Auditor, or (b) forty days from the date of receipt of said written request. If such payment is made, then it shall be unnecessary to make the payout of annual increment in two payments as is otherwise provided in this paragraph. The Maturity Date shall be fifteen years after issuance of this note.

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount equal to the lesser of (1) the Available Tax Increments received within the 6-month period preceding said Payment Date, and (2) the sum of (i) the accrued and unpaid interest on the Note and (ii) the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

Redemption. In addition to the amounts of principal required to be paid by the City as hereinabove set forth, the City shall have the right to prepay on any date the entire principal amount hereof then remaining unpaid, or such lesser portion thereof as it may determine upon, in multiples of $1,000, at par plus accrued interest. Notice of any such optional prepayment shall be given prior to the prepayment date by mailing to the registered owner of this Note a notice fixing such prepayment date and the amount of principal to be prepaid.

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

> "Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby."

In addition, "Developer Tax Increments" are defined in the Developer Agreement as follows:

> "The portion of Developer's Taxes which constitutes Tax Increments, or the portion of Tax Increments derived from Developer's Taxes."

In addition, Section 3.6 of the Developer Agreement provides as follows:

"The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

(a) to make payments on the Tax Increment Note; and,

(b) after payment of the City Development Costs and Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City.

No Payment Upon Default. No payments will be made on this Note during such time as there is an Event of Default under the Developer Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of $318,024.90 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2015-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2015-01 (710 Lofts Project) Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2015-01 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

Limitation on Transfer. This Note may only be transferred to a person who is (1) a successor of 710 Lofts, LLC, by reorganization, merger or acquisition, (2) a member of 710 Lofts, LLC, (3) to a lender of 710 Lofts, LLC, as collateral for financing as permitted by the Developer Agreement, (4)a related person to such partner or successor, (5) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (6) an "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) promulgated under the federal Securities Act of 1933. The City shall not register any transfer of this Note unless (i) a registered owner's prospective transferee delivers a representation letter in form satisfactory to the City verifying that the transferee is a

"qualified institutional buyer"; or (ii) such transferee is an "accredited investor" which has delivered a representation letter in form satisfactory to the City; or (iii) the prospective transferee demonstrates to the satisfaction of the City that it is the successor, partner or related person to 710 Lofts, LLC, noted above.

Any registered owner desiring to effect a transfer shall, and does hereby, agree to indemnify the City against any liability, cost or expense (including attorneys' fees) that may result if the transfer is not so made.

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

Developer Agreement. The terms and conditions of the Developer Agreement are incorporated herein by reference and made a part hereof. The Developer Agreement may be attached to this Note, and shall be attached to this Note if the holder of this Note is any person other than 710 Lofts, LLC. No payments will be made on this Note during such time as there is a Specified Event of Default under the Developer Agreement which has not been cured by the Developer.

Taxable Obligation. This Note is intended to bear interest that is included in the gross income of the owner.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done, to happen and to be performed, precedent to and in the issuance of this Note, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Note, together with all other debts of the City outstanding on the date hereof, being the date of its actual issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of May 31, 2018.

CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

By: _____
Timothy Mahoney, its Mayor

ATTEST:

_____
Steven Sprague, City Auditor

(SEAL)

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Note may be made only by the registered owner or his, her or its legal representative last noted below.

DATE OF REGISTRATION	REGISTERED OWNER	SIGNATURE OF AUTHORITY'S TREASURER
	710 Lofts, LLC	
_____, 2015	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PRIVATE PLACEMENT
MEMORANDUM

Relating to

CITY OF FARGO, NORTH DAKOTA

$318,024.90 Tax Increment Revenue Note of 2018
(710 Lofts/Project—Tax Increment District 2015-01)

Dated: May 1, 2018

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the $318,024.90 Tax Increment Revenue Note of 2018 (710 Lofts/Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

Authorization. The Note is issued pursuant to a resolution adopted June 8, 2015, when conditions are met that are set forth in a Developer Agreement dated as of June 8, 2015 (the "Development Agreement"), by and between the City and 710 Lofts, LLC, a North Dakota limited liability company (the "Developer"). The Note is the "Tax Increment Revenue Note" as defined in the Developer Agreement.

Consideration for the Note. The consideration for the Note is the Developer's payment of certain expenditures that are eligible public redevelopment costs of the City's Tax Increment District 2015-01 (the "Tax Increment District"). The Note is not issued for cash, but rather is issued in reimbursement of those expenditures paid by the Developer.

PAYMENT SOURCE; TAX INCREMENTS

Payment Sources for the Note; Sufficiency. The Note is payable solely and only from Tax Increments of the Tax Increment District if and as received. The Note states,

> "**Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City whatsoever.**"

Available Tax Increments. "Available Tax Increments" are defined in the Developer Agreement as follows:

"Available Tax Increments" means the Developer Tax Increments minus the reasonable and not theretofore reimbursed actual expenses incurred by the City or City in establishing and maintaining the TIF District, in preparing and implementing this Agreement, and in general in administering the TIF District and this Agreement and any supplements hereto and in participating in the actions or transactions contemplated thereby and hereby. It is acknowledged, understood and agreed by the Developer and City that this Developer Agreement is subject to and subordinate to that certain Developer Agreement entered into between Developer and the City dated effective the 20th day of November, 2006, and approved by the Board of City Commissioners of the City on November 6, 2006 [hereinafter referred to as "Developer Agreement I", and that any Available Tax Increments available under this Agreement are only those Developer Tax Increments."

Subordinate Use of Tax Increments. Section 3.6 of the Development Agreement provides an order of priority for use of tax increments that causes the Note to be subordinate to actual administrative expenses. Section 3.6 reads as follows:

"Section 3.6. **Use of Tax Increments.**

The City receives the Tax Increments generated by the TIF District from the County. The City may use Tax Increments which are not Developer Tax Increments for any purpose permitted by law. Developer Tax Increments shall be used on any date of application for the following purposes in the following order of priority:

(1) to make payments on the Tax Increment Note; and

(2) after payment of the Tax Increment Note in full, to pay or reimburse redevelopment costs identified by the City and to pay other eligible expenses for other projects that may be approved for the TIF District, from time to time, by the governing body of the City."

No Payment Upon Default. No payments will be made on the Note during such time as there is an Event of Default under the Development Assistance Agreement which has not been cured by the Developer.

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City'), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay the Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal. There can be no assurance that taxes collected on such Assessor's Minimum Market Value will be sufficient to pay the Note.

Projected Tax Increments for Note. Tax increments are expected to be sufficient to pay the Note and the interest thereon in full; however, tax increments at such a level may not be achieved.

Tax Increment Risks. Tax increments are taxes received on property in a tax increment district from the increased taxable value of the property over its base value at the time that the tax increment district was created, which base value is called "original net tax capacity". There are risk factors for persons relying on tax increments to be received over time, including the following:

(a) Incomplete Completion of the Improvements. The Tax Increment Notes are issued to encourage the development of specific Improvements in the Tax Increment District, identified in the Developer Agreement. If the contemplated Improvements were completed at a lesser level of value than originally contemplated, they would generate fewer taxes and therefore fewer tax increments than originally contemplated.

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(c) Change in Use to Tax-Exempt. The Improvements could be acquired by a party that devotes them to a use which causes the property to be exempt from real property taxation. Taxes and tax increments would then cease.

(d) Depreciation. The Improvements could decline in value due to changes in the market for such property or due to the decline in the physical condition of the property. Lower market valuation will lead to lower taxes and lower tax increments.

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for example, the tax capacity rates for residential homesteads are currently less than the tax capacity rates for commercial and industrial property.

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NO LEGAL OPINION

The Developer is not being provided with any opinion of bond counsel with respect to the issuance of the Note. The City's bond counsel does not ordinarily issue an opinion with respect to taxable pay-as-you-go notes.

INTEREST TAXABLE

The Note bears interest that is intended to be included in gross income of the holder.

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

The City has not designated the Note as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the federal Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax exempt obligations. "Qualified tax exempt obligations" are treated as acquired by the financial institution before August 8, 1986. Interest allocable to such obligations remains subject to the 20% disallowance contained in prior law. The Note is taxable and does not qualify for such designation.

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CITY OF Fargo

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

(18)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE: MAY 15, 2018

RE: MAIN STREET INITIATIVE

Governor Burgum has established a Main Street Initiative to create more vibrant cities in North Dakota.

The Main Street Initiative is focused on three pillars of economic success: a skilled workforce; smart, efficient infrastructure; and healthy, vibrant communities to help North Dakota compete in an increasingly global economy. I have attached some information on the program.

The City of Fargo has been working with the Governor's Office and the ND Department of Commerce, to continue to use existing state programs and identify state policy changes that could help ND communities. The City has also been working with the State to create a community dashboard that displays various data about the community.

The Main Street Initiative has a survey that can be submitted to formally designate the City of Fargo as a Main Street Community in ND. I recommend that the City of Fargo request this designation.

Recommended Motion
Authorize the Strategic Planning Director to submit a survey and application for the City of Fargo to be designated as a Main Street Community.

EQUAL HOUSING OPPORTUNITY

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MAIN STREET ND

Reinvigorated Communities are the Key to a Strong Future

Every community has unique opportunities and challenges. The Main Street Initiative gives local leaders a direct access point to a variety of resources, helping capitalize on strengths and make sound planning decisions. These efforts will help create vibrant cities poised to attract and retain a 21st century workforce, helping North Dakota compete and succeed in a global economy.

Main Street is Built on Three Pillars

HEALTHY, VIBRANT COMMUNITIES

- Quality of Life
- Arts & Culture
- Diverse Dining, Entertainment & Retail
- Health & Walkability
- Workforce Attraction & Retention

21ST CENTURY WORKFORCE

- Workforce Development
- Business & Entrepreneur Attraction
- Economic Diversification
- Education Pathways & Career Readiness

SMART, EFFICIENT INFRASTRUCTURE

- People-Focused Development
- Sound Fiscal Decisions
- Data-Driven Planning
- High Speed Internet
- Minimized Sprawl
- Limited Tax Burden

"The Main Street Initiative will assist engaged communities to become even stronger, increasing the quality of life for all North Dakotans."

– Governor Doug Burgum

Taskforces across state agencies and partners are working to identify key services in community building. The planning principles within the Main Street Initiative will help empower communities to remain competitive in a rapidly changing world of emerging industries and technologies.

North Dakota LEGENDARY

To become a Main Street Initiative champion in your community, call 701.328.5300 or visit MainStreetND.com

CITY OF Fargo

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: MAY 16, 2018

RE: FOOD TRUCK POLICY

As a result of various requests and as recommended by the Downtown InFocus Plan, the Planning Department requests permission to work with the Office of the City Attorney to develop ordinance language and a policy to allow for the operation of mobile food vending units (food trucks) in the City of Fargo.

Recommended Motion

Authorize the City Attorney to draft language for the Municipal Code and/or policy to allow mobile food vending units (food trucks) to operate in the Right-of-Way.

EQUAL HOUSING OPPORTUNITY

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CITY OF Fargo

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

(20)

MEMORANDUM

TO: Board of City Commissioners
FROM: Jim Gilmour, Strategic Planning Director
DATE: May 17, 2018
SUBJECT: West Fargo – Annexation and ET Zoning Agreement

The current Annexation and Extraterritorial (ET) Zoning Agreement between West Fargo and Fargo is scheduled to expire at the end of 2018. For that reason, representatives from West Fargo and Fargo have been discussing a new agreement over the past several months. Of particular focus in the discussions was the area north of West Fargo and north of Fargo. The areas contains two future arterial roadways that include County Road 17 and 57th Street North. Preliminary discussions involved a strategy of including one arterial roadway corridor within the ET area of each city. Therefore, the attached agreement has the Sheyenne Street arterial corridor in West Fargo's ET area and the 57th Street North arterial corridor in Fargo's ET area.

Similarly, representatives from Reile's Acres and Fargo have been discussing a new Annexation and ET Zoning Agreement over the past several months. Of particular focus in the discussions was the area west of Reile's Acres and north of Fargo. The area contains a future arterial corridor which is 57th Street North. Preliminary discussions involved a strategy of including the 57th Street North arterial corridor in Fargo's ET zoning area. Reile's Acres does not have a strong interest in being adjacent to the future arterial roadway corridor west of Reile's Acres. However, there are outstanding issues that need to be negotiated before an agreement will be ready for consideration by the Fargo City Commission.

Recommended Motion:
Approve the attached agreement regarding annexation and extraterritorial zoning authority with West Fargo.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

AGREEMENT REGARDING EXTRATERRITORIAL ZONING JURISDICATION AND ANNEXATION CITY OF WEST FARGO/CITY OF FARGO

This Agreement is made and entered into by and between the City of Fargo, North Dakota (hereinafter "Fargo") and the City of West Fargo (hereinafter "West Fargo").

RECITALS:

WHEREAS, North Dakota Century Code Section 40-47-01.1 permits two cities, whose extraterritorial zoning authority overlaps under said section, to enter into an agreement regarding the extraterritorial zoning authority of each city; and,

WHEREAS, North Dakota Century Code Section 40-51.2.-02.1 permits two cities to enter into an agreement regarding annexation of property located within the extraterritorial zoning authority of the cities; and,

WHEREAS, the parties to this agreement believe and state that the formation of this agreement is in the best interests of their respective cities; and,

WHEREAS, Fargo and West Fargo previously entered into agreements, dated December 5, 2003, and January 5, 2008, regarding annexation matters and extraterritorial zoning of each city;

WHEREAS, Fargo and West Fargo are desirous of entering into such an agreement regarding the extraterritorial zoning authority and the annexation authority of each city;

NOW, THEREFORE, IT IS HEREBY AGREED:

1. In regard to extraterritorial and annexation in the south area, Fargo and West Fargo agree as follows:

    1.1 There exists a small parcel lying adjacent to, and immediately north of, 52nd Avenue South (a/k/a Cass County Rd #6) and on either side of the Sheyenne River that is owned by the City of Fargo and Fargo shall be authorized and allowed to annex said parcel into the City of Fargo and West Fargo shall refrain and forbear from annexing said parcel and West Fargo waives the right to receive notice of such annexation and to dispute or protest said annexation.

    1.2 There exist one or more parcels lying north of 52nd Avenue South that are completely surrounded by areas that have been annexed into the City of West Fargo but which parcels have not, themselves, been annexed into West Fargo. Said parcels shall be allowed to be annexed into West Fargo and Fargo will

refrain and forbear from annexing said parcels. Until the time said parcels are annexed into West Fargo, said parcels will remain within the extraterritorial zoning jurisdiction of the City of West Fargo. Fargo waives the right to protest or dispute such annexation, and also waives the right to receive notice of such annexation and to dispute or protest said annexation.

1.3 There exist parcels lying in Section Five (5) of Stanley Township that are south of said 52nd Avenue South and east of the Sheyenne River that have not been annexed into the City of Fargo, but will be annexed thereto as set forth in certain agreements for future annexation [into Fargo]. Said parcels shall be allowed to be annexed into Fargo and West Fargo shall refrain and forbear from annexing said parcels and until said parcels are annexed into Fargo, said parcels shall remain within the extraterritorial zoning jurisdiction of the City of Fargo. West Fargo waives the right to receive notice of such annexation, and also waives the right to dispute or protest said annexation.

The south annexation area is depicted on the attached Exhibit "B".

2. In regard to extraterritorial and annexation in the north area, Fargo and West Fargo agree as follows:

2.1 In regard to extraterritorial zoning jurisdiction boundaries, because of prior annexations, all prior agreements relating to property south of 12th Avenue North are no longer relevant and normal State law will apply.

2.2 **Extraterritorial Zoning Jurisdiction—West Fargo.** The extraterritorial jurisdiction of West Fargo for purposes of zoning and annexation shall be the area described below and incorporated as if fully set forth herein (referred to herein as "West Fargo ET Jurisdiction"):

WEST FARGO EXTRATERRITORIAL AREA:

That part of Township 140 North, Range Forty-nine (49) West, County of Cass, State of North Dakota, described as follows:

The West Half (W ½) of Section Twenty (20) and,
The West Half (W ½) of Section Twenty-nine (29) and,
The West Half of the Northwest Quarter (W1/2NW ¼) of Section Thirty-two (32) and,
Sections Seven (7) and Eighteen (18) and,
Any lands lying and being west thereof;

which described parcel(s) is depicted on the attached Exhibit "A".

2.1.1 Before any public hearing of the city commission of the city of

West Fargo regarding a modification of zoning or subdivision regulations, plat application or zoning change that applies to the West Fargo ET Jurisdiction, West Fargo shall give written notice of the hearing to Fargo. For purposes of this subparagraph, a modification of zoning or subdivision regulations that is generally applicable throughout the city of West Fargo shall not require such written notice.

2.3 **Extraterritorial Zoning Jurisdiction—Fargo.** The extraterritorial jurisdiction of West Fargo for purposes of zoning and annexation shall be the area described below and incorporated as if fully set forth herein (referred to herein as "Fargo ET Jurisdiction"):

2.3.1 FARGO EXTRATERRITORIAL AREA:

That part of Township 140 North, Range Forty-nine (49) West, County of Cass, State of North Dakota, described as follows:

The East Half of the Northwest Quarter (E 1/2NW1/4) and the Northeast Quarter (NE ¼) of Section Thirty-two (32),

the East Half of Section Twenty-nine (29) and,

The East Half of Section Twenty (20) and,

All of Section Seventeen (17) and,

The Southwest Quarter (SW1/4), less the Northeast Quarter (NE1/4) thereof, of Section Eight (8) and,

Any lands lying and being east thereof and not in the extraterritorial area of another city,

which described parcel(s) is depicted on the attached Exhibit "A".

2.3.2 Before any public hearing of the city commission of the city of Fargo regarding a modification of zoning or subdivision regulations, plat application or zoning change that applies to the Fargo ET Jurisdiction, Fargo shall give written notice of the hearing to West Fargo. For purposes of this subparagraph, a modification of zoning or subdivision regulations that is generally applicable throughout the city of Fargo shall not require such written notice.

Annexation. During the term of this agreement, neither party may annex land within the ET jurisdiction of the other unless Fargo and West Fargo agree otherwise.

3. **Improvements**. Improvements on Arterial and Collector roads along the boundaries of Fargo and West Fargo will be allocated equally between Fargo and West Fargo. Each City will be responsible for the costs associated with its allocated improvements. Each City will be free to choose its source of funding, including utilization of special assessments, to cover any costs associated with such improvements. Arterial and Collector roads will be identified by the Fargo-Moorhead Metropolitan Council of Governments roadway functional classification map.

4. **19th Avenue North Improvements; Sewer Cost Reallocation.** Improvements along 19th Avenue North will be closely coordinated between Fargo and West Fargo. Fargo's responsibility for infrastructure improvements will extend one-half (½) of a mile west of 57th Street. West Fargo's responsibility for infrastructure improvements will extend one-half (½) of a mile east of Sheyenne Street. The parties previously entered into a Sewer Agreement, dated July 1, 2017 (the "Sewer Agreement"). As part of the Sewer Agreement, each party's cost allocation was outlined for sewer improvements. As part of this Agreement, Fargo agrees to have additional costs under the Sewer Agreement allocated to Fargo. Fargo agrees it will now also be responsible for the costs of installation of the Sewer Infrastructure, as defined in the Sewer Agreement, from one-half (½) of a mile west of 57th Street North to the Point of Connection, as defined in the Sewer Agreement.

5. **Term of Agreement.** This Agreement shall extend for a period of ten (10) years from the Effective Date and is binding upon the undersigned cities unless the governing bodies agree to amend or rescind this Agreement or unless otherwise determined by an administrative law judge in accordance with Chapter 40-47 of the North Dakota Century Code.

6. **Effective Date.** This Agreement shall become effective on June 30, 2018 (the "Effective Date").

CITY OF WEST FARGO

Dated: _____

By: _____
Rich Mattern
Its: President of the Board of
City Commissioners

ATTEST:

_____
City Auditor

CITY OF FARGO

Dated: _____

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

ATTEST:

_____
City Auditor

Exhibit A
Northside

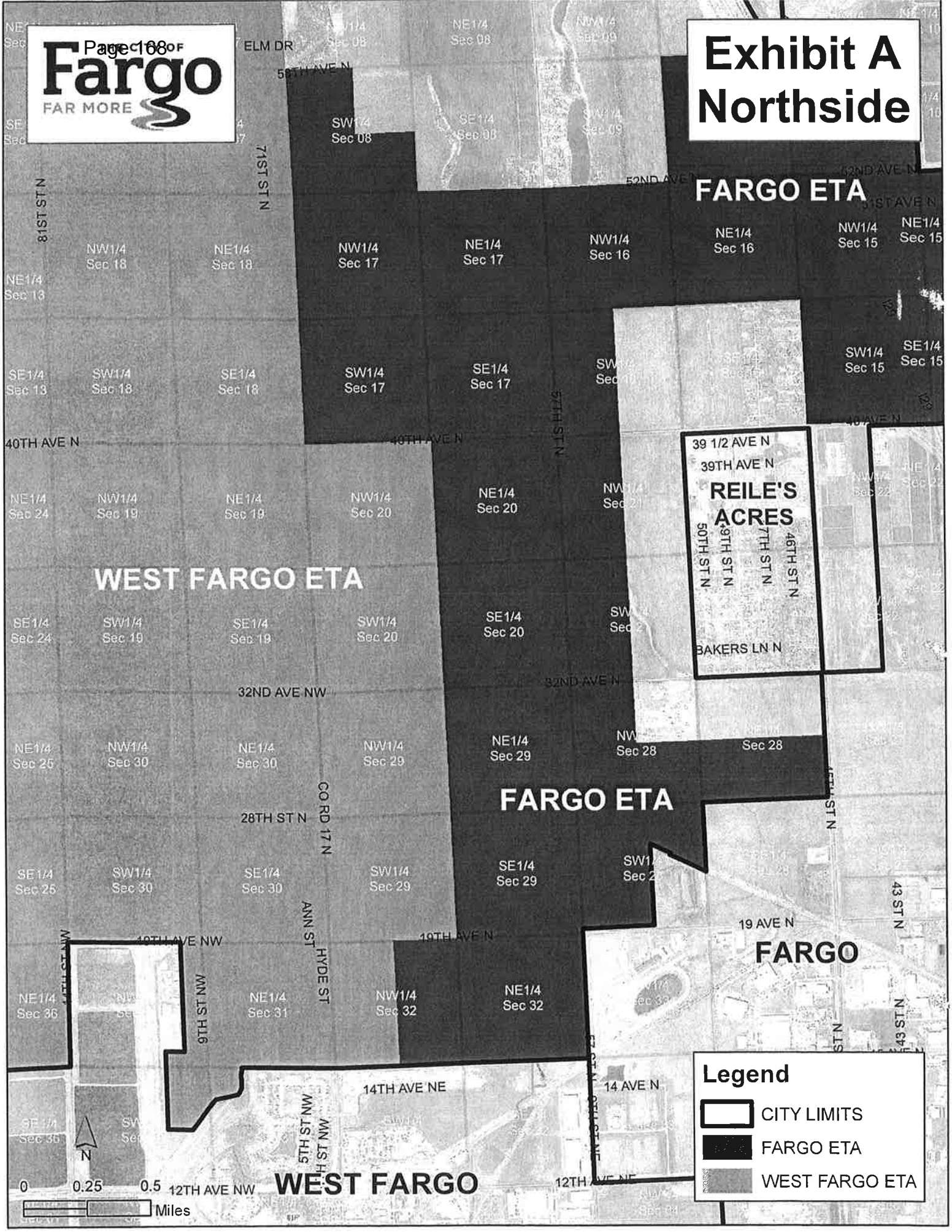
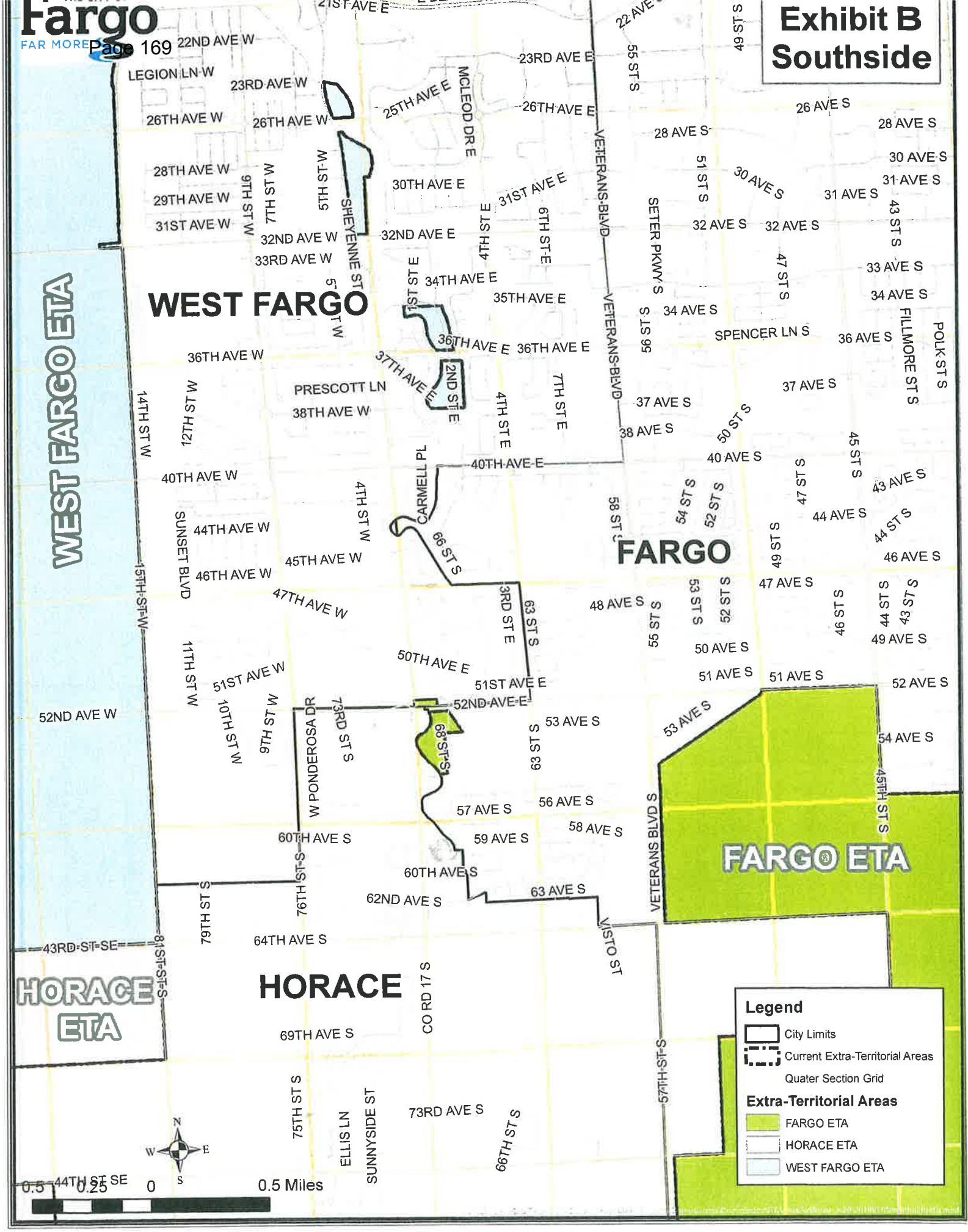


Exhibit B Southside



CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

(21)

May 7, 2018

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

RE: Wildlife Management Program Report for 2017/2018; Resolution to Authorize Program for 2018/2019

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 2018/2019.

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 2018-2019 City of Fargo Wildlife Management Program.

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

Sincerely,

David E. Todd
Chief of Police

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 2018-2019, to designate areas for inclusion within the 2018-2019 season, and to decide the number of deer and turkey which may be taken by each permit holder for the 2018-2019 season.

NOW, THEREFORE, BE IT RESOLVED that the Board of City Commissioners hereby designates two Regions for the City Wildlife Management Program for 2018-2019. The City Wildlife Management Program deer season for each Region shall run from noon August 31st, 2018 through ½ hour after sunset January 31, 2019. 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 13th, 2018 through ½ hour after sunset January 31, 2019. 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 2018-2019 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, 2018, 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 2018-2019 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

City of Fargo Wildlife Management Program
2017-2018 Season Report/Assessment
Lieutenant Mathew Sanders
May 7th, 2018

45 hunters were authorized to hunt in the City of Fargo Wildlife Management Program for the 2017-2018 season. Two of those elected not to hunt. Four participants did not return their end-of-year survey and are, therefore, not eligible to participate in the program next year. The following data was gathered from those surveys:

Participants	45
Participants who returned surveys	41
Participants who hunted (deer)	39
Successful (deer)	19
Unsuccessful (deer)	22
Bucks seen	166
Does seen	616
Fawns seen	458
Total deer seen	1,240*
# of shots taken	47
# of deer hit but not recovered	3
# of does harvested	18
# of fawns harvested	8
Total deer harvested	26
Success Rate (deer)	46%
Participants who hunted (turkey)	13
Turkey seen	225*
Successful (turkey)	0
Unsuccessful (turkey)	13
# of turkey hit but not recovered	0
# of turkey harvested	0
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 (32nd Ave N)	6
Park District Land (Orchard Glen)	3
Park District Land (Cardinal Muench)	3
Park District Land (Holm Park)	1
Park District Land (Forest River)	5

Park District Land (Lemke Park)	3
City Land (East of River Drive)	1
City Land (Woodland Dr. N.)	3
Park District Land (Holm Park)	1

No aerial deer population surveys were conducted in 2017-2018 due to insufficient snow coverage.

The average hunter success rate since the program's inception (2006-2007) is 41%. Hunter success rates have been above average for the last five 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 and 46% this season.

The average annual harvest rate since the program's inception is 24 deer per year. The annual harvest rates have been above average for the last six years with 29 deer harvested in the 2012-2013 season, 38 in 2013-2014, 35 in 2014-2015, 38 in 2015-2016, 38 in 2016-2017 and 26 this past season.

The total number of deer harvested since the program's inception is 284.

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 and zero this past season.

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.

A program participant hunting the Fargo Park District land east of Grandwood Drive North (former Cardinal Muench area) reported seeing a person in a ground blind with corn scattered on the ground in front of it. Police investigated the report because hunting must be done from a tree stand and feeding/baiting deer is restricted by city ordinance. The ground blind was located, however there was no evidence that the person had been hunting. While it is possible they were hunting, it is also possible they were photographing wildlife. The amount of corn outside the blind did not exceed the threshold regulated by city ordinance (1/2 cubic feet or more) so no violations were identified.

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 2018-2019 season.

CITY OF Fargo

220-C

OFFICE OF THE CITY ADMINISTRATOR
Bruce P. Grubb

May 17, 2018

MEMORANDUM

To: Board of City Commissioners
From: Bruce P. Grubb, City Administrator BPG
Re: City Hall Construction – Mechanical Contract Change Order #14
Electrical Contract Change Orders #12 and #13

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

Mechanical Contract

Change Order #14 ***$ 483***

- Furnish and install one R-10 bar grille in lieu of two R-3 return air grilles.

Electrical Contract

Change Order #12 ***$19,377***

- Add power and data for printers and shredders in W306.
- Modifications to emergency generator electrical.
- Miscellaneous rough-ins, conduits, wiring, etc.

Change Order #13 ***$ 1,986***

- Electrical changes to pump station wiring and circuit breakers in HMSB.

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

PROJECT SUMMARY

Contract	Contractor	Original Bid	Change Orders	Current Amount	% Change
General	Olaf Anderson	$16,442,900	$748,729	$17,191,629	4.55%
Mechanical	Robert Gibb	$3,447,000	$114,091	$3,561,091	3.31%
Electrical	Sun Electric	$2,607,000	$125,913	$2,732,913	4.83%
Total		**$22,496,900**	**$988,733**	**$23,485,633**	**4.39%**

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

BUDGET SUMMARY			
Budget Category	**Original Total**	**Current Total**	**Paid To-Date**
City Hall Construction	$22,000,000	$23,485,633	$21,240,398
FF&E	$1,775,000	$1,495,000	$0
Centennial Hall Demo	$600,000	$772,468	$772,468
Professional Fees	$1,400,000	$1,664,643	$1,664,643
Contingency	$1,940,767	$298,023	NA
Total	**$27,715,767**	**$27,715,767**	**$23,677,509**

Your consideration in this matter is greatly appreciated.

Suggested Motion:

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

Mechanical Contract	Robert Gibb	Change Order #14 in the amount of $485.00
Electrical Contract	Sun Electric	Change Order #12 in the amount of $19,377.00 Change Order #13 in the amount of $1,986.00

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

City Hall Construction Report - Contractor Progress Payments (5/17/18)

Contract	Contractor	Bid Amount	Change Orders	Present Amount	Paid To-date	Balance
General	Olaf Anderson	$ 16,442,900	$ 748,729	$ 17,191,629	$ 15,388,408	$ 1,803,221
Mechanical	Robert Gibb	$ 3,447,000	$ 114,091	$ 3,561,091	$ 3,418,236	$ 142,855
Electrical	Sun Electric	$ 2,607,000	$ 125,913	$ 2,732,913	$ 2,433,754	$ 299,159
Total		**$ 22,496,900**	**$ 988,733**	**$ 23,485,633**	**$ 21,240,398**	**$ 2,245,235**

PROJECT BUDGET SUMMARY

Budget Category	Original Total	Current Total	Paid To-Date
City Hall Construction	$ 22,000,000	$ 23,485,633	$ 21,240,398
FF&E	$ 1,775,000	$ 1,495,000	$ -
Centennial Hall Demo	$ 600,000	$ 772,468	$ 772,468
Professional Fees	$ 1,400,000	$ 1,664,643	$ 1,664,643
Contingency	$ 1,940,767	$ 298,023	$ -
Total Budget	**$ 27,715,767**	**$ 27,715,767**	**$ 23,677,509**

CHANGE ORDER SUMMARY

General Contract		**$ 748,729**
#1	Addition of curtain wall windows.	$ 396,565
#2	Revisions to generator building to accommodate mechanical changes.	$ 3,260
#3	Removal of existing foundation that was not known prior to construction. Lower footings to accommodate underground piping. Connection of City Hall & Civic Center roof and sump drainage system to new storm sewer.	$ 26,160
#4	Provide additional point load to three joists per structural engineer.	$ 46,014
#5	Design revisions to third floor.	$ 18,918
#6	Commission chamber revisions to remove windows and replace with Pre-	$ 45,463

	Fin metal wall panels for televising clarity and security.		
#7	Add a new downstream storm sewer defender manhole, water main extension and hydrant, reroute storm sewer to avoid transformer/conduits.	$	61,866
#8	Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer on 3rd Ave. need to be extended. Also extend downstream defender manhole.	$	26,049
#9	Labor and materials associated with revisions to the interior floor plans. Construct a fire pump room block wall enclosure & door.	$	13,774
#10	IS request to install 3/4" CDX plywood backing behind gypsum board. Changes associated with Inspections Department request to add exterior pedestrian ramps to side entrance.	$	46,706
#11	Geofoam foundation system.	$	20,801
#12	Floor plan revisions to Commission offices.	$	5,000
#13	Plywood backing behind gypsum board sheathing in IS Department.	$	240
#14	Tile work trim change from stainless steel to aluminum with nickel finish. Delete geo-foam at SE Chambers corner to accommodate wall and ramp.	$	(23,168)
#15	Provide heavier framing at Chambers. Provide a 1-hour rating around beam at north Chamber wall.	$	2,350
#16	Eliminate some lockers and one bench in E107. Change from single tier lockers to two tier lockers.	$	(2,854)
#17	Provide painted drywall access doors in Rooms W118 and Lobby A101. Finish change to bottom side of soffits at Chambers, Admin, IS, HR, etc.	$	6,961
#18	Install Phantom 5000 low-profile egress window in CW-180.	$	4,042
#19	Subgrade, drain tile and concrete changes at floatable floodwall.	$	26,725
#20	Repair of church driveway. Fire extinguisher and cabinet recess changes.	$	8,794
#21	Install db Bloc acoustical sound membrane between Rooms W336 and W337 150' of 5-line guardrail (in lieu of 4-line) at parking ramp retaining wall. Cabinet changes for all floors	$	15,063
Mechanical Contract		**$**	**114,091**
#1	Addition of sump pits and domestic water service.	$	13,222
#2	Pricing reduction for control dampers.	$	(4,100)
#3	Design revisions to third floor and HVAC modifications.	$	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	$	20,956

#5	Revised ductwork routing and sizing associated with floor plan revisions. Revise boiler venting to achieve 4' separation per State inspector. Revise location of fire protection riser, fire pump, jockey pump, dry system valve and air compressor in the added fire pump room.	$	13,072
#6	Revise air ductwork routing and RA opening locations in IS data center room.	$	4,930
#7	Change location of natural gas meter and provide additional piping, etc.	$	3,023
#8	Ductwork revisions at W106, W107, W108 and W128. Additional sprinklers at A/V room and stair 3-STR-D.	$	5,627
#9	Fuel costs for temporary heating during winter construction.	$	6,392
#10	Fuel costs for temporary heating during winter construction.	$	2,165
#11	Two additional fire smoke dampers in Data Room E308.	$	4,881
#12	Generator coolant piping insulation.	$	4,881
#13	Modification of sprinkler head layout to accommodate DIRTT wall system.	$	2,543
#14	Provide and install one R-10 bar grille in lieu of two R-3 return air grilles.	$	483
Electrical Contract		**$**	**125,913**
#1	Relocate emergency generator for City Hall and Civic temporary power.	$	12,960
#2	Design revisions to third floor.	$	2,797
#3	Revise voltage of UPS to 480V in lieu of 208V.	$	(3,341)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P circuit breaker at switchboard. Connect generator room damper motors to panel LEM11 in lieu of panel LG1.	$	1,396
#5	IS requested revisions to training room. Floor plan revisions for lighting and lighting control.	$	29,075
#6	Electrical work associated with the added fire pump room.	$	1,857
#7	Floor plan revisions to Commission offices.	$	1,359
#8	Rough-ins for future panic buttons in reception areas.	$	1,744
#9	First floor office revisions for Inspections Department.	$	2,174
#10	First floor lighting revisions and third floor power/data revisions.	$	(1,303)
#11	Electrical work associated with the exterior LED lighting revisions.	$	55,832
#12	Add power and data for printers and shredders in W306. Generator electrical modifications. Miscellaneous rough-ins, conduit, wiring, etc.	$	19,377
#13	Electrical changes to pump station wiring and circuit breakers in HMSB.	$	1,986

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Change Order

PROJECT *(Name and address)*:
Fargo City Hall
Fargo, ND

TO CONTRACTOR *(Name and address)*:
Sun Electric Inc
411 39th St NW
Fargo, ND 58102

CHANGE ORDER NUMBER: Elec#013
DATE: 4/16/18

ARCHITECT'S PROJECT NUMBER: 2015.49
CONTRACT DATE: 6/7/16
CONTRACT FOR: Electrical Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

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

Proposal Request - Pump Station 1: Electrical work associated with the changes made to the Pump Station wiring and circuit breaker in HMSB. Replace existing wire previously installed with 3/#8awg and 1/#10awg ground, and replace 15A/3p circuit breaker with 40A/3p circuit breaker.
ADD $1,986.29

The original Contract Sum was	$ 2,607,000.00
The net change by previously authorized Change Orders	$ 123,926.96
The Contract Sum prior to this Change Order was	$ 2,730,926.96
The Contract Sum will be increased by this Change Order in the amount of	$ 1,986.29
The new Contract Sum including this Change Order will be	$ 2,732,913.25

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

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

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

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd *(Firm name)*	Sun Electric Inc *(Firm name)*	City of Fargo *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 ADDRESS	411 39th St NW Fargo, ND 58102 ADDRESS	200 3rd St. N., Fargo, ND 58102 ADDRESS
BY *(Signature)*	BY *(Signature)*	BY *(Signature)*
Terry L. Stroh *(Typed name)*	HAROLD Clyle *(Typed name)*	*(Typed name)*
4/16/18 DATE	4 - 17 - 2018 DATE	DATE

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(3B9ADA15)
User Notes:

SUN ELECTRIC, INC.

Industrial - Commercial

April 13, 2018

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

Re: New Fargo City Hall

Proposal Request – Pump Station 1

Proposal is labor and material for electrical work associated with the changes made to the Pump Station 1 wiring and circuit breaker in HMSB. Replace existing wire previously installed with 3/#8awg and 1/#10awg ground, and replace 15A/3p circuit breaker with 40A/3p circuit breaker.

Proposed Price----------Add $1,986.29

Respectfully submitted,

Tyler Wanzek
Project Manager

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

Bid Summary Report

Fargo City Hall Estimator: Ryan

Job #812

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

Summary Description	Material Extended	Material %	Material Adjusted	Labor Extended	Labor %	Labor Adjusted
Pump Station 1	$222.65	100.00%	$222.65	13.04	100.00%	13.04

Top Sheet

Raw Cost	$1,647.23	Sales per Month	$0.00
Tax	$54.39	Return per Month	$0.00
Raw Cost with Tax	$1,701.62	Price per Square Foot	$0.00
Overhead	$164.72	Hours per Square Foot	0.00
Profit	$90.60	Square Feet	0.00
Total Return Amount	$255.32	Job Months	0.00
Total Return %	12.85%	Hours per Week	40.00
Price	$1,956.94	Workers per Day	0.00
Bond	$29.35	Total Hours	13.04
Sell Price	**$1,986.29**	Mark Up Sales Tax	No
Adjusted Sell ()	$0.00	Use Bond Table	Yes
Adjusted Sell Return 0.00 %	$0.00		

Labor

Class Description	Percent of Total	Hours Distributed	Hourly Rate	Burden Rate	Burden Percent	Labor Cost
ND Foreman	50.00%	6.52	$63.00	$9.45	15.00%	$472.27
ND Journeyman	50.00%	6.52	$60.00	$9.00	15.00%	$449.78
Totals	100.00%	13.04	$61.50	$9.23	15.00%	$922.06

Mark Ups

	Total		OVERHEAD %		Amount	PROFIT %	Amount
Materials	$222.65	+	10.00%		$244.92	+ 5.00%	$257.16
Labor	$922.06	+	10.00%		$1,014.26	+ 5.00%	$1,064.97
Supplier Quotes	$502.52	+	10.00%		$552.77	+ 5.00%	$580.41
SubContractors	$0.00	+	10.00%		$0.00	+ 5.00%	$0.00
Direct Job Expense	$0.00	+	10.00%		$0.00	+ 5.00%	$0.00

Bid Summary Report

Fargo City Hall Estimator: Ryan **Job #812**

Equipment Rental	$0.00	+ 10.00%		$0.00	+ 5.00%	$0.00
Totals	**$1,647.23**	**10.00%**		**$1,811.95**	**5.00%**	**$1,902.55**

Tax Report

	Taxed Amount	Tax Rate %	Tax Amount
Materials	$222.65	7.50%	$16.70
Labor	$922.06	0.00%	$0.00
Supplier Quotes	$502.52	7.50%	$37.69
SubContractors	$0.00	0.00%	$0.00
Direct Job Expense	$0.00	0.00%	$0.00
Equipment Rental	$0.00	0.00%	$0.00
		Total Tax:	$54.39

Supplier Quotes

Name	Supplier	Tax (7.5 %)	Unit Cost	Multiplier	Amount
40A 3p circuit breaker	BSE	Yes	$502.52	1.00	$502.52
				Total:	$502.52

Job Name: Fargo City Hall
Job Number: 812
Extension Name: Pump Station 1

Item Name	Quantity	Cost	U	COST EXT	NECA 3	U	Labor 3 Ext	% of Extended Price	% of Extended Hours
Label Set: Combined, Combined, Combined, Combined, Combined				222.65			13.04	100 %	100 %
10 THHN CU STRANDED	200.00	$189.20	M	37.84	9.31	M	1.86		
8 THHN CU STRANDED	600.00	$308.02	M	184.81	11.97	M	7.18		
Install 40/3 breaker in HMSB	1.00	$0.00	Q	0.00	3.99	E	3.99		
				222.65			13.04		

BSE BORDER STATES
Supply Chain Solutions™

Border States Electric Supply
Shealy Electrical Wholesalers | Kriz-Davis
K-D Chapman Metering

Quote

BSE Quote: 24709544
Sold-To Acct #: 1749
Valid From: 04/11/2018 To: 04/18/2018
PO No: REPLACEMENT BREAKER FOR PS-1

Created By: Ryan Rjugstad
Tel No: 701-476-3158
Fax No: 701-232-7673

Border States Electric - FGO
605 25th St S
Fargo ND 58103
Phone: 701-293-5833

Sun Elec-16686-G New Fargo City
Job-16686-G New Fargo City Hall
411 39th St N
Fargo ND 58102-3972

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price Per	UoM	Value
	000020	**2445539** CUTL - HFD3040 40A 3P CKT BRKR FACTORY STOCK	1 EA	502.52 / 1	EA	502.52

Total Value **502.52**

To access BSE's Terms and Conditions of Sale, please go to
https://www.borderstateselectric.com

Shipping and handling fees in this quote are an estimate only and will be finalized at the time of Invoice.

This quote has not been reviewed for compliance with the Buy American Act or the American Recovery and Reinvestment Act requirements. BSE reserves the right to amend both our bill of material and our proposal accordingly if BAA/ARRA compliance is required.

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Change Order

PROJECT *(Name and address)*: Fargo City Hall Fargo, ND	**CHANGE ORDER NUMBER:** Elec#012 **DATE:** 4/13/18	OWNER: ☒ ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*: Sun Electric Inc 411 39th St NW Fargo, ND 58102	**ARCHITECT'S PROJECT NUMBER:** 2015.49 **CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** Electrical Construction	CONTRACTOR: ☒ FIELD: ☐ OTHER: ☐

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

WO#13424: Install Gen battery charger - Gen RM G100.
ADD $379.80

WO#13425: Pull extra #10 wire to Jacket Heater - Gen RM 100.
ADD $168.76

WO#423: Demo lighting whips and remove from boxes for undercabinet lights that were removed - work room W111.
ADD $260.32

WO#429: Roughed-in outside of A/V 109. Demoed and reinstalled for new desk and couch. Hook up new furniture.
ADD $1,222.66

WO#13586: Add power and data for printers and shredder work room W306. Dedicated circuits.
ADD $5,756.78

WO#13430: Roughed-in for E127A SW wall and demoed, reinstalled for stud size and spacing changed.
ADD $772.00

WO#13436: Add 6x6x4 J-box in office E304.
ADD $322.51

WO#13585: Add data and power for furniture CPU location.
ADD $454.13

WO#13420: Relocate conduits for new fire pump room.
ADD $792.70

WO#13422: Relocated conduit stub outs for lobby A101 ceiling change from ACT to sheetrock.
ADD $694.59

WO#13428: Pull additional 8-#14 wires from ATS-OST to Gen controller, pull additional cat3 from Gen annunciator to each ATS. Cat3 provided by Cummins.
ADD $1,134.57

WO#13427: Relocate A101 vending machine rough-in.
ADD $246.70

WO#13434: Add microwave, fridge, dishwasher rough-in - E229.
ADD $3,585.17

WO#13432: Add microwave and dishwasher rough-in for E206. Add GFCI test switch rough-in. Add new conduit from panel L21, pull wire, terminate, install devices.
ADD $1,808.65

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User Notes: (3B9ADA15)

WO#13421: Relocate FA panel to E102 Receiving. Paint and hang plywood.
ADD $802.79

WO#13433: Grounded SDT tile in workrooms, storage rooms, Data rooms for 1st - 3rd Floor.
ADD $849.83

Bond - ADD $125.00

The original Contract Sum was	$	2,607,000.00
The net change by previously authorized Change Orders	$	104,550.00
The Contract Sum prior to this Change Order was	$	2,711,550.00
The Contract Sum will be increased by this Change Order in the amount of	$	19,376.96
The new Contract Sum including this Change Order will be	$	2,730,926.96

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

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

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

T.L. Stroh Architects, Ltd	Sun Electric Inc	City of Fargo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102	411 39th St NW Fargo, ND 58102	200 3rd St. N., Fargo, ND 58102
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh	Harold Clyle	
(Typed name)	*(Typed name)*	*(Typed name)*
4/13/18	4-17-2018	
DATE	**DATE**	**DATE**

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(3B9ADA15)
User Notes:

Work Order No.	Description	Total Cost
13424	Install Gen. battery charger - Gen RM G100	$ 379.80
13425	Pull extra #10 wire to Jacket Heater - Gen RM 100	$ 168.76
13423	Demo lighting whips & remove from boxes for undercabinet lights that were removed - work room W111	$ 260.32
13429	Roughed in outside of A/V 109. Demoed and reinstalled for new desk and couch. Hook up new furniture	$ 1,222.66
13586	Add power and data for printers and shredder work room W306. Dedicated circuits	$ 5,756.78
13430	Roughed in for E127A SW wall & Demoed, reinstalled for stud size and spacing change.	$ 772.00
13436	Add 6x6x4 J-box in office E304	$ 322.51
13585	Add Data and power for furniture CPU location	$ 454.13
13420	Relocate conduits for new Fire pump room	$ 792.70
13422	Relocate conduit stub outs for lobby A101 ceiling change from ACT to sheetrock	$ 694.59
13428	Pull additional 8-#14 wires from ATS-OST to Gen controller, pull additional cat3 from Gen annunciator to each ATS. Cat3 provided by cummins	$ 1,134.57
13427	Relocate A101 vending machine rough-in	$ 246.70
13434	Add microwave, fridge, dishwasher rough in - E229	$ 3,585.17
13432	Add microwave & dishwasher rough in for E206. Add GFCI test switch rough in. Add new conduit from panel L21, pull wire, terminate, install devices.	$ 1,808.65
13421	Relocate FA panel to E102 Receiving. Paint & hang plywood	$ 802.79
13433	Grounded SDT tile in workrms, storage rm's, Data rm's for 1st - 3rd Floor	$ 849.83
	Total Work orders	$ 19,251.96
	Bond	$ 125.00
	Total cost	$ 19,376.96

Joe Jenni

From: Tyler Wanzek <twanzek@suninc.us>
Sent: Friday, March 02, 2018 9:53 AM
To: Joe Jenni
Subject: City Hall work orders
Attachments: 3-2-2018 work orders.xlsx; 20180302091332380.pdf

Joe,

Attached is spreadsheet and work orders for extra work that Travis turned in so far. These do not include any data cabling for any additions, only rough-in. Data Technologies would like a written scope of work to price up for any additional work not included in the original scope, before they do anything with them. Also not included with these work orders is the additional 60' of duct bank and wire for the relocated service transformer. Are you still working on a PR for that?

Any questions about the work orders please contact me or Travis.

Thank you,

Page 1 of 2

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

WORK ORDER

13424

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall battery charger Gen Rm G100	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
2	Strut Feed	53	20	E.	106	40
10'	Deep galv strut	11	04	C.	40	40
14	3/8" x 1" Bolts		49	E.	6	86
28	3/8" x 1" washers	—	29	E	8	12
14	3/8" nuts	—	33	E.	4	62
14	3/8" lock washers	—	10	E	1	40
	TOTAL MATERIALS				167	80

DESCRIPTION OF WORK

Install Gen battery charger

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	--
FST	1	72.00	72	.
			TOTAL LABOR	212 .
			TOTAL MATERIALS	167 80
			TOTAL OTHER	
			TAX	
			TOTAL	379 80

Thank You

Work ordered by _____

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

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

WORK ORDER

13425

TO City of Fargo

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Jacket heater	
Gen Rm. G100	

QTY.	MATERIAL	PRICE		PER	AMOUNT	
60'	#10 THHN	--	44	E	26	40
1	#10 Staker	-	36	E.	--	36

TOTAL MATERIALS	26	76

DESCRIPTION OF WORK

Pull extra #10 to Jacket heater.
2 heaters 1 phase 208 instead of
1 heater 3phase 208.

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
Ust	1	70.00	70	--
FST	1	72.00	72	-
TOTAL LABOR			142	--
TOTAL MATERIALS			26	76
TOTAL OTHER				
		TAX		
Thank You		TOTAL	168	76

Work ordered by _____

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

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

WORK ORDER

13423

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Delete under cab lights N wall Rm WIII	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
4	½" ko closures	12	08	E	48	32
	TOTAL MATERIALS				48	32

DESCRIPTION OF WORK

Demo lighting whips & remove Cross Boxes for undercab lights that got removed. work room WIII

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	00
FST	1	72.00	72	00
TOTAL LABOR			212	00
TOTAL MATERIALS			48	32
TOTAL OTHER				
TAX				
TOTAL			260	32

Thank You

Work ordered by _____

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

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

WORK ORDER

13429

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall A/V 109 additional furniture	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
20'	1" EMT	1	79	E.	35	80
30'	12-2 nm.	-	91	E.	29	10
4	4sq Boxes	3	66	E.	14	64
6	adjustable stud Box Brackets	12	30	E.	13	80
6	3/8" one hole straps	1	40	C.	8	40
4	Single gang 2" adjustable	9	06	E.	36	24
2	1" plastic bushings		50	E.	1	00
6	1" EMT one hole strap	-	75	E.	4	38
3	single MC conn	-	03	E.	6	09
3	MC bushings	-	53	E.	1	59
24'	3/4" flex	1	57	C.	37	68
8	3/4" flex conn.	4	01	E.	32	08
60'	#12 THHN	-	29	E.	17	40
4	Single gang alum blank plate	1	01	E.	4	04
18	Red wire nuts	-	35	E.	6	30
2	4sq Blank covers	1	01	E.	1	02
	TOTAL MATERIALS				310	66

DESCRIPTION OF WORK

Roughed in outside of A/V 109. Removed and reinstalled for new desk and couch. Hook up New Furniture

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
WST	12.	70.00	840	--
FST	1	72.00	72.	--
		TOTAL LABOR	912	-
		TOTAL MATERIALS	316	66
		TOTAL OTHER		
		TAX		
		TOTAL	1228	66

Thank You

Work ordered by _____

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

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

WORK ORDER

13586

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo city hall W306 power and data	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
300'	3/4" EMT	1 03	E	309 --
1500'	#10 THHN	-- 44	E	660 --
40	3/4" EMT coup	1 07	E	42 80
6	3/4" EMT con	-- 91	E	5 46
6	4 sq Deep Boxes	3 66	E	21 96
6	4 sq Blank plates	1 01	E	6 06
40	3/4" eddy joist clamps	3 15	E	126 --
40'	12-2 MC	-- 97	E	38 80
8	Single MC con	2 03	E	16 24
16	Red wire nuts	-- 35	E	5 60
10	ground tails	1 34	E	13 40
4	20 duplex Rec	8 03	E	32 12
4	duplex Rec plate	-- 57	E	2 28
7	single gang ant in Box Deep	16 05	E	77 35
30'	3/4" flex	1 57	E	47 10
6	3/4" flex con straight	4 01	E	24 06
3	1" emt one hole straps	-- 73	E	2 19
6	Box/pipe support Brackets	9 06	E	54 36
	TOTAL MATERIALS			1484 78

DESCRIPTION OF WORK

Add power and data for printers and shredder workroom W306

Dedicated circuits.

OTHER CHARGES

TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	30	70.00	2100 --
WST	30	70.00	2100 --
FST	1	72.00	72 --
TOTAL LABOR			4272 --
TOTAL MATERIALS			1484 78
TOTAL OTHER			
TAX			
TOTAL			5756 78

Thank You

Work ordered by _____

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

Page 1 of 7

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

WORK ORDER

13430

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME Fargo City Hall SW E127A wall change.	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
	TOTAL MATERIALS			

DESCRIPTION OF WORK

Roughed in for E127A SW wall & Removed, reinstalled for stud size and spacing change.

OTHER CHARGES

TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT
WST	5	10.00	550
WST	5	10.00	550
FST	1	11.00	11
TOTAL LABOR			1111
TOTAL MATERIALS			
TOTAL OTHER			
		TAX	
Thank You		TOTAL	1111

Work ordered by _____

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

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

WORK ORDER

13436

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall E 304	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
1	6"x6"x4" Nema 1 JBox	24	10	E	24	10
10'	1¼" EMT	2.	91	E	29	10
1	1¼" EMT con	3	41	E	3	41
4	adjustable stud box brackets	16	30	E	49	20
3	1¼" EMT one hole strap	1	14	E	3	42
1	1¼" white push on bushing	-	68	E	-	68
	TOTAL MATERIALS				110	51

DESCRIPTION OF WORK

Add 6"x6"x4" JBox in office E 304

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT	
WST	2	70.00	140	-
FST	1	72.00	72	-
			TOTAL LABOR	212 -
			TOTAL MATERIALS	110 51
			TOTAL OTHER	
			TAX	
			TOTAL	322 51

Thank You

Work ordered by _____

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

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

WORK ORDER

13585

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall E 313 East	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
2	4sq Box	3	66	E	7	32
1	Stud Box Bracket	9	06	E	9	06
1	Single gang mud ring	1	58	E	1	58
1	double gang mud ring	2	13	E	2	13
10'	12-2 MC		97	E	9	70
2	Single MC con.	2	03	E	4	06
4	3/8" one hole straps	1	40	E	5	60
1	ground tail	1	34	E	1	34
2	20A duplex rec.	8	03	E	16	06
1	double gang plastic spacer		71	E	—	71
1	single gang plastic spacer	—	91	E	—	91
1	double gang duplex Rec plastic cover	1	14	E	1	14
20'	1" EMT	1	79	C	35	80
1	1" EMT con	1	92	E	1	92
4	1" EMT one hole strap	.	18	E	.	72
2	1" EMT coup	1	61	E	3	22
1	1" EMT plastic bushing	.	55	E	.	55
3	Red wire nuts	—	35	E	1	05
	TOTAL MATERIALS				102	13

DESCRIPTION OF WORK

Add data and power for furniture CPU location.

OTHER CHARGES

	TOTAL OTHER			

LABOR	HRS.	RATE	AMOUNT	
WST	4	10.00	730	
FST	1	11.05	11	05
	TOTAL LABOR		552	
	TOTAL MATERIALS		102	13
	TOTAL OTHER			
Thank You	TAX			
	TOTAL		654	13

Work ordered by _____

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

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

WORK ORDER

13420

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

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
30'	3/4" EMT	1	03	E.	30	90
6	3/4" EMT coup	1	07	E	6	42
10'	Deep galv unistrut	4	04	E	40	40
20'	3/8" Threaded Rod	2	61	E	52	20
4	3/8" Drop in anchors	1	26	E	5	04
12	3/8" Nuts	-	33	E	3	96
12	3/8" x 1" washers	-	29	E.	3	48
4	3/8" lock washers	-	10	E.	-	40
10'	3/4" Red EMT	1	79	E	17	90
	TOTAL MATERIALS				160	70

DESCRIPTION OF WORK

Relocate conduits for new fire pump Rm

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
WST	4	70.00	280	-
WST	4	70.00	140	
FST	1	77.00	77	-
		TOTAL LABOR	632	
		TOTAL MATERIALS	160	70
		TOTAL OTHER		
Thank You		TAX		
		TOTAL	792	70

Work ordered by _____

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

Page 1 of 1

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

WORK ORDER

13422

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall A101 ceiling change	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT
60'	1" EMT	1 79	E	107 40
6	1" EMT coup	1 61	E	9 66
6	1" EMT one hole straps	1 57	E	9 42
30'	3/4" EMT	1 63	E	30 90
3	3/4" EMT coup	1 07	E	3 21
3	3/4" EMT one hole straps	1 40	E	4 20
	TOTAL MATERIALS			202 59

DESCRIPTION OF WORK

Relocate conduit stub outs for lobby A101 ceiling change. From ACT to sheetrock.

OTHER CHARGES

			TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	3	70.00	210 00
WST	3	70.00	210 00
FST	1	72.00	72 00
		TOTAL LABOR	492 00
		TOTAL MATERIALS	202 59
		TOTAL OTHER	
		TAX	
		TOTAL	694 59

Thank You

Work ordered by _____

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

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

WORK ORDER

13428

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Gen Commishing Gen Rm G100 Fargo City Hall	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
1120'	#14 THHN Stranded	- 19	E	212 80	Pull an additional 8 #14's from ATS-05T
1	Roll white tape	9 71	E	9 71	to Gen controller, pull additional Cat 3
					from Gen annunciator to each ATS.
					Cat 3 provided by Cummins.

TOTAL MATERIALS	222 51

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	4	70.00	280	--
WST	4	70.00	280	--
WST	4	70.00	280	--
FST	1	72.00	72	--
TOTAL LABOR			912	-
TOTAL MATERIALS			222	51
TOTAL OTHER				
TAX				
TOTAL			1134	51

Thank You

Work ordered by _____

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

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

WORK ORDER

13427

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall A101 vending machine	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
30'	12-2 NM	.97	E	29 10	Relocate A101 vending machine.
4	3/8" straps	1 40	E	5 60	Rough in.

OTHER CHARGES				
		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT	
WST	2h	70.00	140	--
FST	1	72.00	72	--
		TOTAL LABOR	212	--
		TOTAL MATERIALS	34	10
		TOTAL OTHER		
		TAX		
		TOTAL	246	10

TOTAL MATERIALS 34 10

Work ordered by _____

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

Thank You

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

WORK ORDER

13434

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall E229 Rough in	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
7	4sq Deep 3Bar	3 66	E	25 62	Add microwave, fridge, dishwasher Rough in
10	MC con	2 03	E	23 --	E 229.
10	MC anti short bushing	4 97	E	49 70	
60'	MC 12-2	-- 97	E	58 20	
4	5/8" single gang mud rings	1 58	E	6 32	
20	3/8" one hole straps	1 46	E	28 --	
7	ground tails	1 34	E	9 38	
70'	3/4" EMT	1 03	E	11 10	
8	3/4" EMT con	-- 91	E	7 28	
10	3/4" EMT coup	1 07	E	10 70	
20	3/4" caddy straps	1 24	E	41 80	
3	3/4" caddy bar hangers	3 15	E	9 45	
560'	#12 THHN	-- 29	E	162 40	
10	Red wire nuts	-- 35	E	3 50	
4	adjustable stud box Bracket	12 30	E	49 20	
1	20A Duplex Rec.	8 03	E	8 03	
1	GFCI Breaker	53 69	E	53 69	
30	self tap panhead screws	-- 66	E	19 80	
	TOTAL MATERIALS			641 17	

OTHER CHARGES

		TOTAL OTHER		

LABOR	HRS.	RATE	AMOUNT
WST	20	70.00	1400 --
WST	20	70.00	1400 --
FST	2	72.00	144 --
		TOTAL LABOR	2944 --
		TOTAL MATERIALS	641 17
		TOTAL OTHER	
Thank You		TAX	
		TOTAL	3585 17

Work ordered by _____

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

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

WORK ORDER

13432

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME E 206 Microwave & Dishwasher	

TO City of Fargo

QTY.	MATERIAL	PRICE		PER	AMOUNT	
5	4sq Deep Box	3	66	E	18	30
3	5/8" single gang mud rings	1	58	E	4	74
2	4 sq Blank covers	1	01	E	2	02
30'	3/4" EMT	1	03	E	30	90
3	3/4" EMT [illegible]	–	91	E	2	73
4	3/4" EMT [illegible]	1	07	E	4	28
30'	12-2 MC	-	97	E	29	10
8	3/8" one hole straps	1	40	E	11	20
4	MC [illegible]	2	03	E	8	12
200'	#12 THHW	–	29	E	58	–
1	20 A GFCI	32	08	E	32	08
1	20 A GFCI test SW	15	45	E	15	45
1	20 A [illegible]	8	03	E	8	03
20	Red wire [illegible]	–	35	E	7	–
4	ground tails	1	34	E	5	36
2	Plastic Box extensions	2	76	E	5	52
30	self tap pan head screws	–	66	E	19	80
2	4sq Blank covers	1	01	E	2	02
	TOTAL MATERIALS				264	65

DESCRIPTION OF WORK

Add microwave & dishwasher rough in for E206. Add GFCI test SW Rough in. Add new conduit from panel L21. Pull wire, terminate, install devices

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT	
WST	20	70.00	1400	--
FST	2	72.00	144	--
TOTAL LABOR			1544	–
TOTAL MATERIALS			264	65
TOTAL OTHER				
TAX				
TOTAL			1808	65

Thank You

Work ordered by _____

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

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

WORK ORDER

13421

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

TO: City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
3	4x8 sheets AC plywood	40 13	E	120 39	Relocate FA Panel to E102 Receiving,
1	primer paint	42 80	E	42 80	Paint & hang plywood
1	FR paint	110 30	E	110 30	
1-	Brush	19 20	E	19 20	
1-	Roller cover	4 60	E	4 60	
30-	2" sheet rock screws	- 45	E	13 50	
	TOTAL MATERIALS			310 79	

OTHER CHARGES

TOTAL OTHER				

LABOR	HRS.	RATE	AMOUNT
WST	3	10.00	210 -
WST	3	10.00	210
FST	1	17.00	72 -

TOTAL LABOR	492	-
TOTAL MATERIALS	310	79
TOTAL OTHER		
TAX		
TOTAL	802	79

Thank You

Work ordered by _____

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

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

WORK ORDER

13433

DATE OF ORDER	CUSTOMER'S ORDER NUMBER
2/20/18	
ORDER TAKEN BY	CUSTOMER'S PHONE NUMBER
JOB NUMBER	☐ SERVICE CALL ☐ EXTRA
JOB NAME: Fargo City Hall Rm E308, W323, 2.33, A106, E315, E312, E307 SDT tile grounding	

TO City of Fargo

QTY.	MATERIAL	PRICE	PER	AMOUNT	DESCRIPTION OF WORK
5	#6 Mech Lug	5 42	E.	21 10	Grounded SDT tile in work Rm's, Storage Rm's,
5	¼" x 1" bolt	.22	E.	1 10	Data Rm's for 1st - 3rd Floor.
5	¼" x ½" washer	.21	E.	1 05	
5	¼" lock washer	.06	E.	.30	
5	¼" nut	.12	E.	.60	
2	ground tail	1 32	E.	2 64	
3	2 hole ground bar	7 32	E.	21 96	
3	yellow forked slv	.36	E.	1 08	
50'	#10 THHN	.44	E.	22 -	

OTHER CHARGES

		TOTAL OTHER	

LABOR	HRS.	RATE	AMOUNT
WST	10	70.00	700 -
FST	1	72.00	72 -

TOTAL LABOR	772	-
TOTAL MATERIALS	77	83
TOTAL OTHER		
TAX		
TOTAL	849	83

TOTAL MATERIALS 77 83

Work ordered by _____

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

Thank You

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:	**CHANGE ORDER NUMBER:** Mech-014	OWNER: ☒
Fargo City Hall Fargo, ND	**DATE:** 4/19/18	ARCHITECT: ☒
TO CONTRACTOR *(Name and address)*:	**ARCHITECT'S PROJECT NUMBER:** 2015.49	CONTRACTOR: ☒
Robert Gibb & Sons 2011 Great Northern Dr N Fargo, ND 58102	**CONTRACT DATE:** 6/7/16 **CONTRACT FOR:** Mechanical Construction	FIELD: ☐ OTHER: ☐

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

Provide an R-10 linear bar grille in lieu of the two R-3 return air grilles.
ADD $483.00

The original Contract Sum was	$ 3,447,000.00
The net change by previously authorized Change Orders	$ 113,608.00
The Contract Sum prior to this Change Order was	$ 3,560,608.00
The Contract Sum will be increased by this Change Order in the amount of	$ 483.00
The new Contract Sum including this Change Order will be	$ 3,561,091.00

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

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

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

ARCHITECT	CONTRACTOR	OWNER
T.L. Stroh Architects, Ltd **ARCHITECT** *(Firm name)*	Robert Gibb & Sons **CONTRACTOR** *(Firm name)*	City of Fargo **OWNER** *(Firm name)*
8 Seventh St. N., Fargo, ND 58102 **ADDRESS**	2011 Great Northern Dr Fargo ND 58102 **ADDRESS**	200 3rd St. N., Fargo, ND 58102 **ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Terry L. Stroh *(Typed name)*	Ed Thuet *(Typed name)*	*(Typed name)*
4/19/18 **DATE**	4/23/18 **DATE**	**DATE**

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User Notes: (3B9ADA1C)

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

April 18, 2018

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

RE: New Fargo City Hall
PR M19

Dear Mr. Stroh
Please find listed below our costs associated with PR M19. Providing an R-10 linear bar grille in lieu of the two R-3 return air grilles. If a rush ship option is needed please notify.

96" x 20" Linear Bar Grille:		$ 385
	Tax:	$ 29
	Subtotal:	$ 414

Subtotal:	$ 414
Overhead:	$ 41
Profit:	$ 23
Bond:	$ 5
Grand Total Add:	**$ 483**

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

Sincerely,
ROBERT GIBB & SONS, INC.

Ed Thvedt

Air Control Essentials

3825 EDGEWOOD AVE. S.
MINNEAPOLIS, MN 55426
PHONE (952) 646-1550
FAX (952) 646-1557

DATE : 4/17/2018 **QUOTE #P12784**

CONTRACTOR: Robert Gibb and Sons
ATTENTION: **Ed Thvedt**
PROJECT: **Fargo City Hall – PR M19**

LINEAR BAR GRILLES – NAILOR IND.

(1) **R-10** Model 49-240 96"W x 20"H Linear Bar Grille, ½" Spacing, 0° Deflection, ¼" Bars, 1" Frame, Concealed Mounting, Mitered Ends

Note: ***Furnished in Standard Appliance White Finish***
Lead Time is 3-4 Weeks Plus Transit

NET PRICE___$385.00
5-Day Rush Plus Transit ADD___$95.00

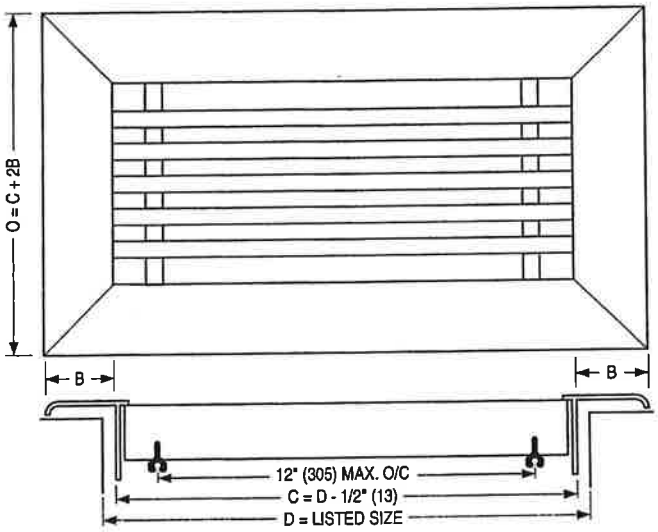
ADDENDUMS ACKNOWLEDGED: None

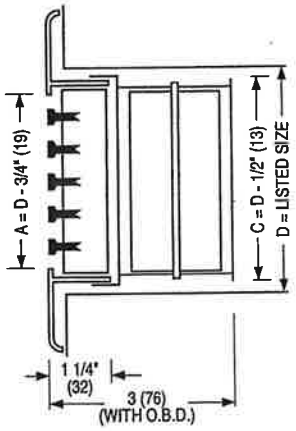
Eric Vilendrer
Air Control Essentials
(952) 646-1544

Quotation valid for 60 days. Equipment FFA, FOB from factory. Terms: Net 30 Days.

Nailor Industries Inc.

LINEAR BAR GRILLES AND REGISTERS
ALUMINUM • FIXED BARS
MODEL SERIES: 4900





Dimensions are in inches (mm).

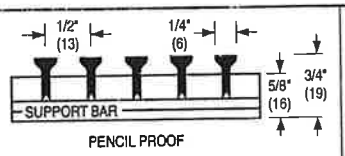
Series 4900 Extruded Aluminum Linear Bar Grilles and Registers are suitable for ceiling, sidewall or sill installation.
End caps are staked and mitered.
Minimum nominal width = 1 1/2" (38).
Maximum nominal width = 24" (610).
Available in 1/2" (13) nominal increments in width and 1" (25) in length.
Maximum single section length = 72" (1829).
Multiple-section assemblies are provided with alignment strips.

DAMPER SELECTION
(Optional)

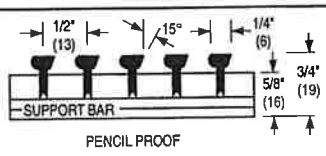
❑ **OPPOSED BLADE**
minimum width = 2 1/2" (63).

SINGLE BLADE
with friction hinge on 1 1/2" (38) and 2" (51) widths.

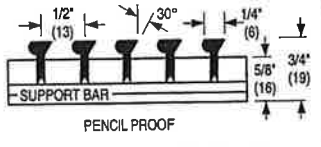
CORE SELECTION



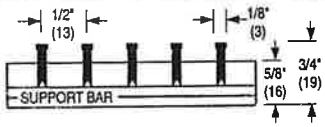
❑ **49-240 0° Deflection**



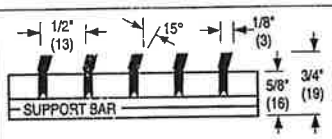
❑ 49-241 15° Deflection



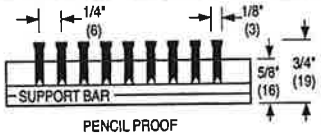
❑ 49-243 30° Deflection



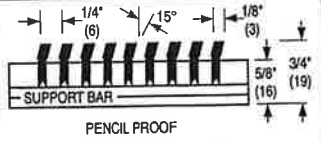
❑ 49-280 0° Deflection



❑ 49-281 15° Deflection

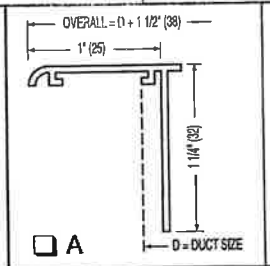


❑ 49-480 0° Deflection

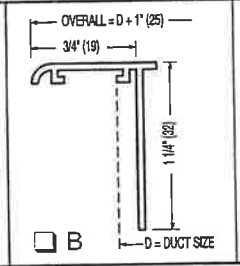


❑ 49-481 15° Deflection

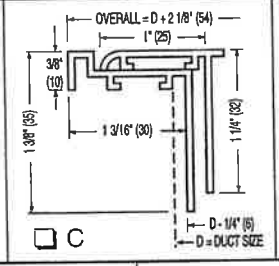
FRAME SELECTION



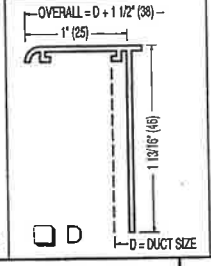
❑ A



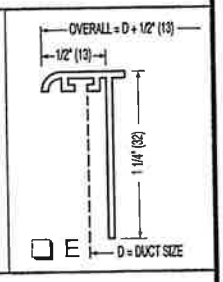
❑ B



❑ C

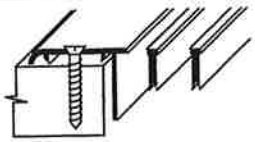


❑ D

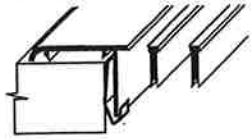


❑ E

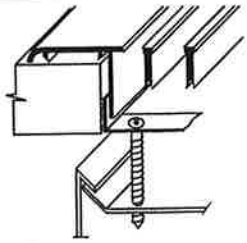
FASTENING SELECTION



❑ TYPE A
#8 Countersunk Screw Holes.
(except Frame E)



❑ TYPE B
Spring Clip
Sill applications only.
(except Frame C)



❑ **TYPE C Concealed Mounting - (not recom. for cores with 1/4" (6) spacing)**

FINISH:
- ❑ **AW Appliance White**
- ❑ AL Aluminum
- ❑ SA Satin (clear) Anodized
- ❑ BC Brushed clear-coat lacquer
- ❑ MI Mill
- ❑ SP Special

SCHEDULE TYPE:				
PROJECT:				
ENGINEER:	**DATE**	**B SERIES**	**SUPERSEDES**	**DRAWING NO.**
CONTRACTOR:	**16 - 9 - 99R**	**4900**	**5 - 95**	**4900-1**

Nailor Industries Inc. reserves the right to change any information concerning product or pricing without notice.

PERFORMANCE DATA:

MODEL 49-240 • 1/2" (13) SPACING • 1/4" (6) BARS • 0° DEFLECTION

Free Area Square Feet Per Lineal Foot	Nominal Duct Width (Inches)	TP	.010	.022	.039	.062	.087	.119	.156	.198	.245
.026	1-1/2	CFM per Foot	10	16	21	26	31	36	42	47	52
		NC	—	—	13	19	24	30	34	37	40
		T Sill or Floor	1-1-1	2-2-2	4-4-4	7-7-7	8-9-10	10-11-12	11-12-14	12-14-16	14-16-18
		Side Wall	2-4-6	4-7-10	5-9-13	7-12-17	8-13-19	10-16-22	11-17-24	12-19-26	14-21-29
.045	2	CFM per Foot	18	27	36	45	54	63	72	81	90
		NC	—	—	12	18	23	29	33	36	39
		T Sill or Floor	1-1-1	4-4-4	7-7-7	9-9-10	10-11-13	13-14-16	14-16-18	15-17-20	17-19-21
		Side Wall	3-5-7	5-9-12	7-11-16	9-14-20	11-17-23	13-19-26	14-21-28	15-22-30	17-25-33
.066	2-1/2	CFM per Foot	26	40	53	66	79	92	106	119	132
		NC	—	—	14	20	26	31	35	38	41
		T Sill or Floor	2-2-2	6-6-6	8-8-9	11-12-13	13-14-16	15-17-19	18-20-22	21-22-23	22-23-24
		Side Wall	4-6-9	6-9-12	8-12-17	11-16-22	13-19-25	15-21-28	18-25-32	21-28-36	22-30-39
.088	3	CFM per Foot	35	53	70	88	106	123	141	158	176
		NC	—	—	15	21	27	32	36	39	42
		T Sill or Floor	2-2-2	7-7-7	10-10-11	12-13-15	15-16-18	18-19-21	20-22-24	24-24-25	26-26-27
		Side Wall	5-7-10	7-11-15	10-14-19	12-17-23	15-21-27	18-24-31	20-27-34	24-31-39	26-34-41
.110	3-1/2	CFM per Foot	44	66	88	110	132	154	176	198	220
		NC	—	—	16	22	28	33	37	40	43
		T Sill or Floor	3-3-3	8-8-8	12-12-12	15-15-16	18-19-20	20-21-22	23-24-25	25-26-27	29-29-29
		Side Wall	5-7-10	9-12-16	12-16-20	15-20-25	18-23-28	20-26-32	23-29-36	25-32-39	29-36-43
.133	4	CFM per Foot	53	80	106	133	160	186	213	239	266
		NC	—	—	17	23	29	34	38	41	44
		T Sill or Floor	3-3-3	9-9-9	13-13-13	16-16-17	20-20-21	22-23-24	24-25-26	28-28-28	31-31-31
		Side Wall	6-8-11	10-13-17	13-17-21	16-21-26	20-25-30	22-28-34	24-30-37	28-35-41	31-38-45
.177	5	CFM per Foot	71	106	142	177	212	248	283	318	354
		NC	—	10	18	24	30	35	39	42	45
		T Sill or Floor	4-4-4	10-10-10	15-15-15	18-18-18	22-22-23	25-25-25	27-27-28	30-30-30	34-34-34
		Side Wall	8-10-13	11-14-18	15-19-23	18-22-27	22-27-32	25-31-37	27-33-39	30-37-43	34-41-47
.222	6	CFM per Foot	89	133	178	222	266	310	355	400	444
		NC	—	11	20	25	31	36	40	43	46
		T Sill or Floor	5-5-5	10-10-10	15-15-15	19-19-19	23-23-23	25-25-25	29-29-29	31-31-31	36-36-36
		Side Wall	9-11-14	13-16-20	16-20-24	20-24-29	24-29-34	28-33-39	30-35-40	34-40-45	38-44-49

CFM - cubic feet per minute.
FPM - feet per minute velocity.
TP - total pressure - inches w.g.
T - throw in feet.
NC - Noise Criteria (values) based on 10 dB room absorption, re 10^{-12} watts.

NC Correction for Length

Active Length, ft.	1	2	4	8	10	15	20
Correction Factor	-10	-7	-4	-1	0	+2	+3

Throw Correction for Length

Active Length	Terminal Velocity		
	150 fpm	100 fpm	50 fpm
1 ft.	0.5	0.6	0.7
10 ft. +	1.6	1.4	1.2

Performance Notes:

1. Throws are given at 150, 100 and 50 fpm terminal velocities.

2. Throw values are based on a 4 foot section with a cooling ΔT of 20°F (11°C).

For other lengths, use the correction factor table above.

3. NC values are based on a 10 foot active section. For other lengths, use the correction factor table above.

4. Return Air Applications:

NC value is increased by + 4.

Neg. SP = 0.8 x TP.

5. Data derived from tests conducted in accordance with ANSI/ASHRAE Standard 70 – 2006.

Nominal Width	Ak Factor per foot	
	Supply	Return
1 1/2"	.035	.030
2"	.054	.046
2 1/2"	.075	.064
3"	.098	.083
3 1/2"	.120	.102
4"	.143	.121
5"	.187	.159
6"	.233	.198

THE CITY OF Fargo
FAR MORE

PUBLIC WORKS
OPERATIONS

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

May 15, 2018

23

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

RE: Addition of a third Private Property Dutch Elm Disease Payment Option

Commissioners:

The City of Fargo Forestry Department manages the city's Dutch Elm Disease program. Trees identified with the disease, both on public and private property, must be removed as provided for by Fargo Municipal Code Chapter 19.

When a diseased elm in confirmed on private property, the owner currently has two options:

1. Remove the tree(s) themselves, or hire and directly pay a commercial tree care professional.
2. Do nothing. Per code, the city will have the tree(s) removed and the cost added to the property taxes for the following year.

The average cost for a private property diseased elm tree removal in 2017 was $1,300. Even with the city's participation in bearing the cost for hauling and disposal, this still leaves a significant financial burden for the owner. This was discussed at the June 2017 Community Development Committee meeting. Their request was to look at additional options.

Assistant City Attorney, Nancy Morris, City Auditor, Steve Sprague and I met and developed a third option:

3. After commercial removal, petition the City of Fargo to charge the cost over a five (5) year period, with interest to accrue on the unpaid balance at a rate of 5% per annum. Note - Similar to the current private sewer replacement assistance program.

At their April 30, 2018 meeting, the Finance Committee voted to support this additional option.

Recommended motion:
Approve the option for a private property owner to charge the cost of a diseased elm tree removal over a five (5) year period with interest to accrue on the unpaid balance at a rate of 5% per annum.

Respectfully submitted,

Scott Liudahl
City Forester

CC: Ben Dow, Steve Sprague, Kent Costin, Bruce Grubb, Nancy Morris

Commission 2018 private DED charge 5-8-18.doc

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

24

May 16, 2018

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

Dear Commissioners:

Attached is a Memorandum of Agreement (MOA) concerning the relationship between the State of North Dakota Department of Transportation (NDDOT), the Public Transportation Operator for the North Dakota side of the FM metropolitan area and the Metropolitan Council of Governments (Metro COG). These three entities have been tasked with entering into a documented agreement with procedures on how we will work together on performance measures and targets to adhere to federal legislation.

The requested motion is to approve the attached agreement.

Sincerely,

Julie Bommelman
Transit Director
City of Fargo

Attachment

MEMORANDUM OF AGREEMENT SUPPORTING A PERFORMANCE BASED PLANNING PROCESS

This Memorandum of Agreement (MOA) is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter "NDDOT", and the Fargo-Moorhead Metropolitan Council of Governments, hereinafter "MPO", and the city of Fargo, hereinafter "Public Transportation Operator".

PURPOSE AND SCOPE

The purpose of this MOA is to support a performance-based approach to the metropolitan transportation planning and programming process as specified in 23 USC 134 and 135, 49 USC 5303and 5304, 23 CFR 450, and 49 CFR 613.

RESPONSIBILITIES

To the extent practicable, NDDOT, the MPO and the Public Transportation Operator will work cooperatively to develop and share:

- Information related to transportation performance data.
- Selection of performance targets.
- Reporting of performance targets.
- Specific procedures identifying performance-based planning and target setting (attached).

CONTRACTUAL OBLIGATIONS

This MOA is not a legally binding agreement and creates no legally binding obligations for any party. Any party may, upon written notice, amend, or discontinue its role outlined in the MOA. Because of this mutual desire to proceed, each party fully intends to make a good faith effort to achieve the goals described above including working together to comply with federal and state laws.

EFFECTIVE DATE

This MOA shall be effective when all appropriate signatures have been obtained by NDDOT, the MPO, and the Public Transportation Operator.

MODIFICATION

Any amendments to this MOA must be mutually agreed to in writing.

TERMINATION

The terms of this MOA may be terminated by any one of the parties by giving 30 days written notice to each of the other parties. This MOA will remain in effect until terminated as provided in this clause, or until replaced by a new MOA.

The parties hereto execute this Memorandum of Agreement through their authorized representatives:

FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS

Name (Type or Print)

Signature

Title

Date

PUBLIC TRANSPORTATION OPERATOR: City of Fargo, ND

ATTEST by:

Steve Sprague	Timothy J. Mahoney
Name (Type or Print)	Name (Type or Print)
Signature	Signature
City Auditor	Mayor, City of Fargo
Title	Title
Date	Date

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

APPROVED as to substance by:

Local Government Engineer (Type or Print)	Director (Type or Print)
Signature	Signature
Date	Date

Performance-Based Planning and Target Setting Procedures

Effective Date: When MOA fully executed
Last Revision: May 2018

Overview

Purpose Statement

Federal law and regulations (23 USC 134 and 135, 23 CFR 450) direct the State DOT, MPOs and public transportation operators to jointly agree upon and develop specific written provisions for cooperatively:

- Developing and sharing information related to transportation performance data
- Selecting performance targets
- Reporting performance targets
- Reporting performance used in tracking process toward attainment of critical outcomes for the MPO region
- Collecting data for the State asset management plan for the National Highway System.

This document details the procedures the State DOT, MPOs and public transportation operators will use related to performance planning. The document is divided into separate sections related to each performance planning area:

- National Performance Management Measures for the Highway Safety Improvement Program (23 CFR 490, Subpart B)

Each section provides a brief background, identifies to whom the requirement applies, and lists the responsibilities of each affected party.

Additional sections will be added to address at a later date:

- National Performance Management Measures for Assessing Pavement Condition (23 CFR 490, Subpart C)
- National Performance Management Measures for Assessing Bridge Condition (23 CFR 490, Subpart D)
- National Performance Management Measures to Assess Performance of the National Highway System (23 CFR 490, Subpart E)
- National Performance Management Measures to Assess Freight Movement on the Interstate System (23 CFR 490, Subpart F)
- Transit Safety (to be added once final rules published)
- Transit Asset Management (49 CFR 625)
- State asset management plan (23 CFR 515)

NDDOT, the MPOs and the public transportation operators agree to follow these procedures, regularly review and update the procedures as needed according to their respective Memorandums of Agreement.

NDDOT Local Government Division will retain the master copy of this document and all previous versions. Electronic copies are provided to the MPOs and public transportation operators after each revision. Additional copies are available upon request.

Sections not applicable to North Dakota at this time and will not be addressed with this MOA:

- National Performance Management Measures for Assessing the Congestion Mitigation and Air Quality Improvement Program – Traffic Congestion (23 CFR 490, Subpart G)
- National Performance Management Measures for Assessing the Congestion Mitigation and Air Quality Improvement Program – On-Road Mobile Source Emissions (23 CFR 490, Subpart H)

Highway Safety Improvement Program Performance

Background

There are five performance measures identified in 23 CFR 490.207(a):

- Number of fatalities
- Rate of fatalities
- Number of serious injuries
- Rate of serious injuries
- Number of non-motorized fatalities and non-motorized serious injuries

The measures apply to all public roadways. State DOTs and MPOs must annually establish performance targets for these measures.

Applicability

The requirements of the Highway Safety Improvement Program apply to:

- NDDOT
- MPOs

Responsibilities

NDDOT

NDDOT is the lead in developing the performance targets. NDDOT will:

- Develop targets annually in cooperation with the MPOs.

- Coordinate with the MPOs on the establishment of targets to ensure consistency, to the maximum extent practicable. This includes at least one meeting, in the spring, with the MPOs to discuss/gather feedback on the proposed targets for the upcoming reporting year.
- Provide fatality and serious injury data to the MPOs as available and when requested.
- Update the MPOs, as needed or requested, on the status of the performance targets.
- Report the targets to FHWA in the State's HSIP annual report no later than August 31.
- Provide a copy of the submitted HSIP annual report to the MPOs.

MPOs

Each MPO will:

- Develop targets annually in cooperation with NDDOT.
- Coordinate with NDDOT on the establishment of targets to ensure consistency, to the maximum extent practicable.
- Establish a target for each performance measure for all public roadways in their metropolitan planning area within 180 days of NDDOT's submittal of the HSIP to FHWA by either:
    - Agreeing to plan and program projects so that they contribute toward the accomplishment of the State DOT safety target for that performance measure, or
    - Committing to a quantifiable target for that performance measure.
- Submit the resolution(s) approving the targets to NDDOT Local Government Division. The resolution must clearly identify/state each target.
- If the MPO committed to a quantifiable target different from the state target, annually report to NDDOT Local Government Division on target achievements.

REPORT OF ACTION

UTILITY COMMITTEE

25a-c

Project No. WA1301

Type: Project WA1301 Change Orders – Three Contracts

Location: Water Treatment Plant Expansion

Date of Hearing: 5/10/18

Routing	Date
City Commission	5/21/18
Project File	

Troy Hall, Water Utility Director, presented the attached memo related to change orders for Membrane Water Treatment Plant (MWTP) construction with Alberici Constructors, Inc. (ACI), the General Contractor, Wrigley Mechanical, Inc. (WMI), the Mechanical Contractor, and JDP Electric, Inc, (JDP), the Electrical Contractor. The total proposed cost increase is $344,806.02. In the change order proposals, there are 18 listed changes with the three contractors. The highest cost line item change was with ACI for hot tapping the Red River raw water pipe (42") and the finished water pipe (42"). Overall, Water Utility staff suggests that the MWTP construction project is going well and is on schedule to meet the substantial completion date at the end of July.

Water Utility staff thinks that all of the changes are in the best long-term interest of the City of Fargo. The overall status of cost change orders was discussed at the Utility Committee meeting for MWTP construction. After some research inquiring about comparable projects, Water Utility staff suggests that the industry average for cost change orders is an increase of about 3% to 5% of the bid price at completion. If the currently proposed contract changes are approved, the cost change orders for the MWTP will total an increase of 3.84% from the original bid price. However, only 2.52% is attributed to errors/omissions and other minor changes typical in a construction project. The other 1.32% of changes were implemented related to capacity increases with West Fargo water service and a project contribution from Black & Veatch. Water Utility staff also suggests that we are at reasonable level for overall cost change orders at this point in construction.

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

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

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

Contract	Contractor	Number	Change Order Cost
No. 1 – General Construction	Alberici Constructors, Inc.	17	$269,252.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	15	$43,354.02
No. 3 – Electrical Construction	JDP Electric, Inc.	9	$32,200.00
TOTAL			**$344,806.02**

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

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

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

MOTION:

On a motion by Mark Bittner, seconded by Brian Ward, the Utility Committee voted to approve the proposed change orders with all three contractors in a total amount of $344,806.02 for the Membrane Water Treatment Plant.

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

ATTEST:

T. B. Hall

Troy B. Hall
Water Utility Director

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

THE CITY OF
Fargo
FAR MORE

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

MEMORANDUM

May 8, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: WA1301 Change Orders – Membrane Water Treatment Plant

Introduction

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

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

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

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

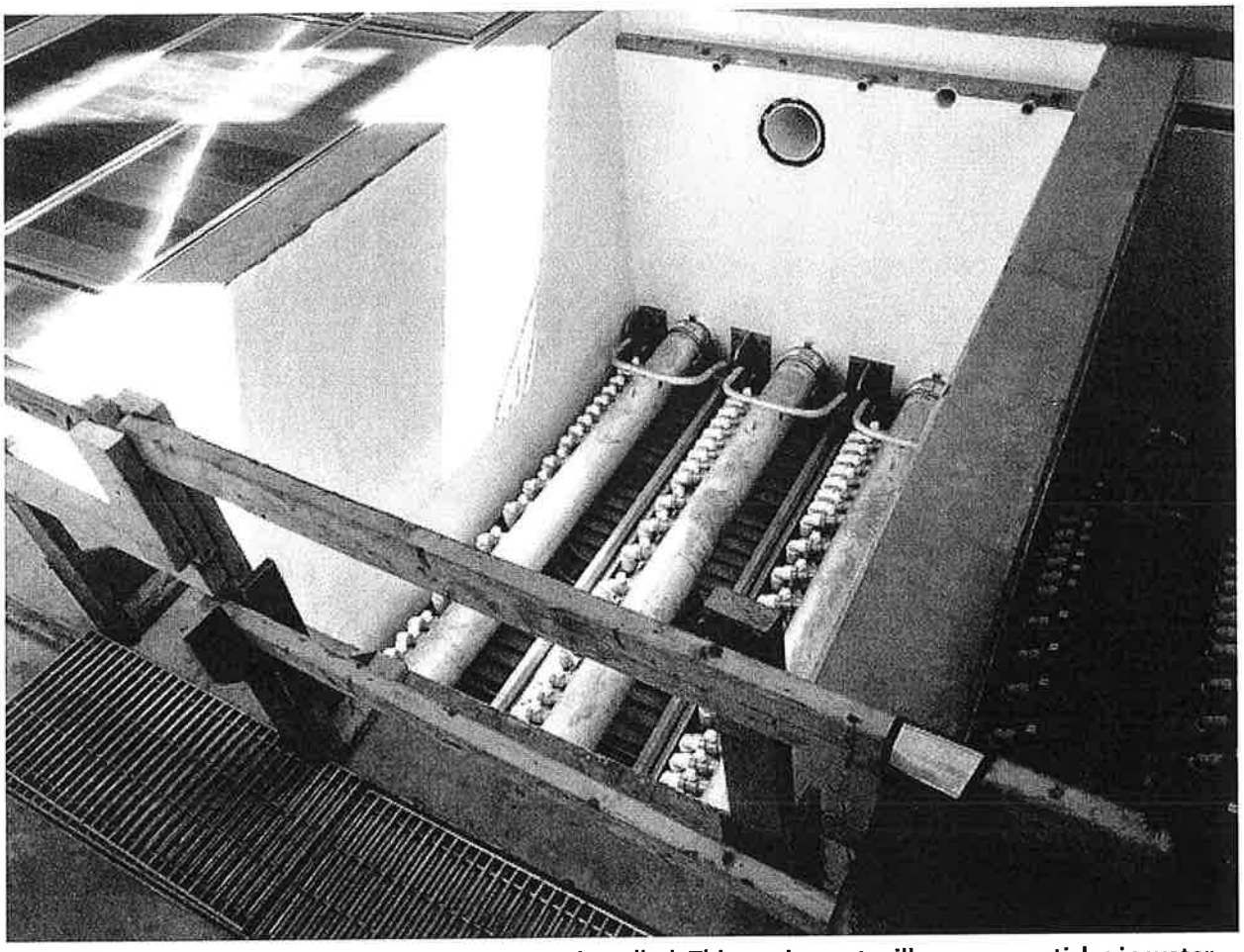
Contract	Contractor	Bid Price
No. 1 – General Construction	Alberici Constructors, Inc.	$81,964,116.05
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	$7,950,927.08
No. 3 – Electrical Construction	JDP Electric, Inc.	$17,409,152.00
TOTAL		**$107,324,195.13**

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

Contract	Contractor	Number	Change Order Cost
No. 1 – General Construction	Alberici Constructors, Inc.	17	$269,252.00
No. 2 – Mechanical Construction	Wrigley Mechanical, Inc.	15	$43,354.02
No. 3 – Electrical Construction	JDP Electric, Inc.	9	$32,200.00
TOTAL			**$344,806.02**

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

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



Microfiltration/Ultrafiltration Testing Equipment installed. This equipment will remove particles in water prior to the Reverse Osmosis (RO) system. Significant EPA credit for pathogen removal will be attained by this system in addition to benefit for the RO system. Photo from April 30, 2018.

MWTP Project Status Related Change Orders and Overall Cost

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

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

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

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

- Prior to Current CO Recommendations: **3.50%**
- Adjusted Value Prior to Current CO Recommendations: **2.18%**
- After Current CO Recommendations: **3.84%**
- Adjusted Value After Current CO Recommendations: **2.52%**
- Total Adjusted Value Dollar Amount: $1,369,585 (Different funding source)
    - Generator Switchgear – West Fargo: $137,816.00 (previously approved CO)
    - 7th Reverse Osmosis Train – West Fargo: $1,068,769.00 (previously approved CO)
    - Black & Veatch contribution to HVAC Changes: $163,000

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

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

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

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

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

water service have previous approval – 7th Reverse Osmosis train and electrical switchgear. Costs for the two changes will be funded by State Water Commission regionalization grant funding and infrastructure sales tax (Fund 450). Please be aware that there is annual water sales revenue from West Fargo.

Detailed Summary of Change Orders

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

No.	Item	Cost	Reason
1	Offset over Overhead Door	$5,415.00	Pipe route conflict
2	Dry Chemical Silo Instrumentation (WCD 39)	$24,220.00	Automated fill operation
3	Dry Chemical Roof Pipe Support	$2,764.00	Structural Support
4	Red River Raw H_2O and Finished H_2O Hot Tap (WCD 29)	$181,861.00	Utility Conflict/Condition
5	Sprinkler System Mods. – Server/Elect Rooms (WCD 40)	$17,523.00	Prevents Wet Electrical
6	Disinfection Tank Vent Reroute	$3,938.00	Routing Conflict
7	Hydrogen Peroxide Dilution Panel	$3,867.00	Uniform chem feed flow
8	Generator Vent Lines (WCD 37)	$9,652.00	Consistent Engine Cool
9	Modify Sample Piping in Water Quality Lab (WCD 38)	$10,817.00	Building Code
10	Added Thermowells on Sodium Hydroxide Tanks (WCD 41)	$9,195.00	Tank Heater Control
	Total – Contract No. 1 Change for Change Order No. 17	**$269,252.00**	

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

No.	Item	Cost	Reason
1	Existing Bldg Hall 4166 HVAC Changes	$1,008.31	Routing conflict
2	Added Air in Chem Feed and Ozone Rooms (WCD 11)	$24,114.82	Pneum. Valve Operation
3	Relocate Main Air Regulating Valves (WCD 12)	$4,332.45	Increases Air Pressure
4	Rework Parker Regulators	$1,472.51	Resets Press. Setpoints
5	Gas Piping to Additional Degasifier Heater Units	$12,435.93	Sample Water Routing.
	Total – Contract No. 2 Change for Change Order No. 15	**$43,354.02**	

The cost impact to Contract No. 3 with JDP Electric, Inc. is summarized in the following:

No.	Item	Cost	Reason
1	Dust Collector System Switches	$5,461.00	Allow Local Control
2	Added Filter to MCC-2001-2 for Backwash Recovery Pump	$3,788.00	Protect Pump Motor
3	Water Quality Panel Changes in Water Quality Room	$22,951.00	Multiple Panel Changes
	Total – Contract No. 3 Change for Change Order No. 9	**$32,200.00**	

Plan of Financing

The contract changes under this agenda item will results in an overall cost increase of $344,806.02 for MWTP construction. The project is being paid for through State Water Commission (SWC) grant funding and through a State Revolving Fund (SRF) loan administered by the North Dakota Public Finance Authority (PFA) and North

Dakota Department of Health (NDDH). The $30 million in grant funding from the SWC has all been received by the City of Fargo for the MWTP project.

SUGGESTED MOTION:

Approve the contract change orders with all three contractors in the total amount of $344,806.02 for construction of the MWTP.

Your consideration in this matter is greatly appreciated.

AE2S
www.ae2s.com

May 2, 2018

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

Re: Change Order No. 17
Contract No. 1 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 17 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. The stainless steel RO permeate transfer line routing back to the existing WTP softening basins will be offset with a mitered fitting to avoid conflict with the overhead door between the Membrane and Existing WTPs.
2. Guided wave radar will be added to the existing four lime silos to provide chemical level monitoring within the silos.
3. The dry chemical pipe supports will be moved from the parapet wall to be supported off the existing WTP roof to avoid stresses on the parapet wall.
4. The Red River Raw Water Line and the Finished Water Line for the Membrane WTP will be connected to the existing site piping via hot taps. Existing utilities and pipe conditions found when excavating for the new site piping connections resulted in the relocation of the connection points and it was determined hot tapping both lines is the safest approach for the existing WTP operation and water supply to the City.
5. Additional framing around HVAC openings and masonry wall coatings are required in the electrical and server rooms associated with the modifications to the fire suppression systems in these rooms.
6. The disinfection tank vent routing will be modified to avoid the duct work above the vent pipe penetration.
7. The service water valve and flow meter on the hydrogen peroxide dilution panel will be added to the general contractor's scope as part of the hydrogen peroxide feed system.
8. Vent lines will be added to both the new and existing generators to vent the generator coolant system and help reduce hot spots when operating the engines.
9. PlenumWrap will be installed on the PVC sample lines above the WQ Lab ceiling to meet building code requirements.
10. FRP flanged ports (3-inch) will be added to the three sodium hydroxide tanks for the installation of the temperature probe that controls the tank heater on each tank.

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

Item	Cost
1. PCO 140 – Offset over Overhead Door	$5,415.00
2. PCO 164 – Dry Chem Silo Instrumentation (WCD 39)	$24,220.00
3. PCO 175 – Dry Chem Roof Pipe Supports	$2,764.00
4. PCO 238 – Red River RW and FW Hot Tap (WCD 29)	$181,861.00
5. PCO 250 – Sprinkler System Mods. in Server and Elec. Rooms (WCD 40)	$17,523.00
6. PCO 275 – Disinfection Tank Vent Reroute	$3,938.00
7. PCO 277 – Hydrogen Peroxide Dilution Panel	$3,867.00
8. PCO 281 – Generator Vent Lines (WCD 37)	$9,652.00
9. PCO 302 – Modify Sample Piping above WQ Lab Ceiling (WCD 38)	$10,817.00
10. PCO 307 – Added Thermowells on Sodium Hydroxide Tanks (WCD 41)	$9,195.00
Total for Change Order No. 17 =	**$269,252.00**

Upon the City of Fargo's acceptance of Change Order No. 17, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and ACI and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Ben Julson, PE
Project Engineer

AE2S
www.ae2s.com

May 2, 2018

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

Re: Change Order No. 15
Contract No. 2 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

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

1. Modifications will be made to the existing building HVAC system to coordinate with the new hallway being installed
2. Compressed air lines will be routed to the operating level chem feed area and the lower level ozone injection room for operation of the pneumatic valves.
3. The main air regulating valves will be relocated to increase the compressed air system operating pressure.
4. The Parker air regulators will be reset with new pressure setpoints to coordinate with the updated compressed air system pressure.
5. Additional gas piping will be installed to supply the second set of degasifier heaters in the Mechanical Penthouse.

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

Item	Cost
1. PCO 287 – Existing Bldg Hall 4166 HVAC Changes	$1,008.31
2. PCO 304 – Added Air in Chem Feed and Ozone Rooms (WCD 11)	$24,114.82
3. PCO 312 – Relocate Main Air Regulating Valves (WCD 12)	$4,332.45
4. PCO 313 – Rework Parker Regulators	$1,472.51
5. PCO 314 – Gas Piping to Additional Degasifier Heater Units	$12,435.93
Total for Change Order No. 15 =	**$43,354.02**

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

Sincerely,

AE2S

Ben Julson, PE
Project Engineer

www.ae2s.com

May 2, 2018

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

Re: Change Order No. 9
Contract No. 3 Fargo Membrane WTP and Improvements
City of Fargo Project #WA1301

Dear Mr. Hall:

Enclosed please find four (4) copies of Change Order No. 9 for the above referenced project for your review and approval. This Change Order pertains to the following changes to the project:

1. On/Off Remote switches and pressure switches will be added to the eight dust collectors in the existing WTP to allow for local control of the dust collectors and notification of high system pressure.
2. A dV/dT filter will be installed for the backwash recovery pump per the VFD manufacturers recommendation to protect the pump motor.
3. Water Quality Panel changes will include increasing the panel height on the panels in the WQ Lab, providing space and the necessary connections for added or future instruments on various panels, and removing the reagent shelf on three of the panels.

The cost impact to Contract No. 3 is summarized in the following:

Item	Cost
1. PCO 214 – Dust Collector System Switches	$5,461.00
2. PCO 294 – Added Filter to MCC-2001-2 for Pump 10-BRP-3040	$3,788.00
3. PCO 299 – Water Quality Changes	$22,951.00
Total for Change Order No. 9 =	**$32,200.00**

Advanced Engineering and Environmental Services, Inc.
3101 Frontage Road South • Moorhead, MN 56560 • (t) 218-299-5610 • (f) 218-299-5611

Upon the City of Fargo's acceptance of Change Order No. 9, please sign and date the four original copies. Retain one copy for your records and return the remaining three copies to AE2S. AE2S will forward one copy each to the North Dakota Department of Health and JDP and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Ben Julson

Ben Julson, PE
Project Engineer

Attachments

REPORT OF ACTION

UTILITY COMMITTEE

(26)

Project No. SW16-03

Type: Wenck Engineering Change Order – Landfill Gas Compressor System Upgrade and LFG Cleaning Equipment Detailed Design

Location: Solid Waste Division

Date of Hearing: 5/10/18

Routing	Date
City Commission	5/21/18
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached memo and Engineering Change Order from Wenck Associates for $26,700.75 for additional services related to Project SW16-03. On August 30, 2016, the original engineering task order with Wenck was formally approved on a *Time and Expense* basis for an amount not to exceed $166,700 without prior authorization. The additional work included $20,600 (142 hours) of project coordination and plan review due to a vendor miscalculation. Specifically, the vendor design did not meet all equipment specifications and they were allowed to redesign and resubmit due to the next lowest vendor quote being an increase of $216,000. Please note that the redesign resulted in a vendor cost increase of approximately $25,000, but was not charged to the project.

Detailed costs of the original task order and change order are shown below:

Item Description	Original Cost	Additional Cost	Total Cost
Task 1 – Design Basis Memorandum	$15,100		$15,100
Task 2 – Procurement of Equipment	$18,700		$18,700
Task 3 – Detailed Design	$132,900	$20,600	$153,500
Meeting and Other Services	$33,600	$6,100.75	$39,700.75
Total	**$166,700**	**$26,700.75**	**$193,400.75**

Given that the redesign meets all project design specifications and that the vendor did not charge the equipment cost increase, staff would recommend approval of the change order with Wenck Associates.

MOTION:

On a motion by Mark Bittner, seconded by Jim Hausauer, the Utility Committee voted to approve the attached Engineering Change Order with Wenck Associates for $26,700.75 for additional work related to Project SW16-03 Landfill Gas (LFG) Compressor System Upgrade and LFG Cleaning Equipment detailed Design.

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

ATTEST:

Terry Ludlum
Solid Waste Utility Director

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

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

MEMORANDUM

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director TL

Date: May 3, 2018

Subject: Wenck Engineering Change Order – SW16-03 Landfill Gas Compressor System Upgrade and LFG Cleaning Equipment Detailed Design

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Attached for your reference is an engineering change order from Wenck Associates for $26,700.75. The change order is for additional work included in *Project SW16-03 Landfill Gas (LFG) Compressor System Upgrade and LFG Cleaning Equipment Detailed Design*. The additional work included $20,600 (142 hours) of project coordination and plan review due to a vendor miscalculation on the design specifications; and $6,100.75 in charges related to the handling and offloading of equipment delivered to the project site.

Background

The original task order by Wenck which was formally approved on August 30, 2016, with the work to be performed on a *Time and Expense* basis for an original amount not to exceed $166,700 without prior authorization. The updated task order includes the following:

Item Description	Original Cost	Additional Cost	Total Cost
Task 1 – Design Basis Memorandum	$15,100		$15,100
Task 2 – Procurement of Equipment	$18,700		$18,700
Task 3 – Detailed Design	$132,900	$20,600	$153,500
Meeting and Other Services	$33,600	$6,100.75	$39,700.75
Total	**$166,700**	**$26,700.75**	**$193,400.75**

Wenck completed Tasks 1-2 (with deliverables) and during the detailed design review of Task 3, it was determined that John Zink's proposed compressor system submittal did not meet all provided design specifications.

After review of all proposals received during the RFP process it was determined that the most feasible option was to have John Zink provide other equipment options that met all specification. (Please note that the original quote from John Zink for all equipment related to the Landfill Gas Compression and Dehydration System was $725,900, the next lowest quote was $941,967).

After considerable discussions and meetings between City staff, Wenck, and John Zink, two proposals were provided that met all specifications and Wenck provided a formal recommendation to accept. Although an upgrade in equipment was required, John Zink provided the accepted equipment proposal for no change in the cost, although it was known that the upgrade was valued at approximately $25,000-$30,000.

The other component of the change order was for equipment offloading. During the equipment approval process with John Zink, two other vendors had completed assembly and construction of their equipment for the project and had begun transportation and delivery over a proposed 30-day period. Given that Wenck was responsible for inspection and approval of all delivered project components (per original task order), Wenck also arranged with a local heavy equipment company (Industrial Builders) that specialized in equipment loading/offloading and Wenck was invoiced for all resultant services towards the project, at the same cost that would have been incurred with direct billing to the City.

The additional time required by Wenck (with City staff concurrence) was 142 hours, billed at an hourly rate as per the original task order for a total of $20,600. With additional work provided by Wenck resulting in equipment meeting all design parameters at no additional equipment cost and thus saving known upcharges, Solid Waste staff would recommend approval of the change order for additional time and for equipment offloading services..

Recommendation

Approve the attached engineering Change Order with Wenck Associates for additional work related to *Project SW16-03 Landfill Gas (LFG) Compressor System Upgrade and LFG Cleaning Equipment Detailed Design.*

WENCK

Responsive partner. Exceptional outcomes.

Engineering Change Order

Project Name	Fargo Landfill Gas Compression and Treatment Improvements	**Change Number**	0208-0140-01
Requested By	Randy Hanson/Mark Deady	**Date of Request**	02-14-2018
Presented To	Terry Ludlum – City of Fargo		

ECO Name	Additional Fees to evaluate presented options and make a recommendation to the City. Re-review John Zink Compression System submittals and offloading of Unison Solutions and Willexia Equipment at the landfill.

Description of Change:

After Wenck's review of John Zink's proposed compressor system submittal it was determined that the system did not meet the design specifications due to an error by John Zink and its supplier. Wenck had multiple discussion with John Zink on supplying a system that would meet the design specifications. John Zink provided two options, one was for no change in price and the other had a price increase. Wenck reviewed these options and determined both would meet the design specifications and made a recommendation to the City to accept the option with no change in price. The City provided approval to move forward with the no charge option. Considerable additional time was spent by Wenck reviewing submittals associated with the two options presented, review of submittals on selected options including P&IDs, equipment General Arrangements, and Electrical Drawings.

Originally the intention was to have all equipment (Unison Solutions, Willexia, and John Zink) arrive after the construction phase of this project had been bid and the offloading of equipment would have been handled by the construction contractor. With the delay caused by John Zink, the construction phase had to be pushed back from the fall of 2017 to the summer of 2018. Equipment from Unison Solutions and Willexia was shipped as originally planned which required hiring of a subcontractor to offload the equipment. The City directed Wenck to hire a subcontractor to complete the offloading and charge it towards this project.

Reason for Change:

Re-submittal review and coordination not included in original scope. Subcontractor charges for offloading equipment

Effect on Deliverables (including a list of any affected deliverables):

Delay caused by Zink resulted in a change to the overall design and construction deliverables. Re-work necessary to accommodate larger compression skid for two-stage blower systems.

Effect on Organization:

Additional labor spent reviewing proposed Zink options to replace equipment that would not meet design specifications. Additional labor to review Zink re-submittal for replacement equipment. Additional cost for offloading equipment

Effect on Schedule (including Estimated Completion Date for this change):

Zink equipment re-design and replacement equipment caused delay for detailed design preparation by Wenck and overall construction project schedule.

WENCK

Responsive partner. Exceptional outcomes.

Engineering Change Order

Effect on Project Cost:				
Item Description	Hours		Dollars	
	Reduction	Increase	Reduction	Increase
Coordination and Review of Zink Options		12		$ 2,000.00
Review of Alternate Zink Equipment Submittals and Coordination with Subconsultants and City of Fargo		130		$ 18,600.00
Subcontractor charges for equipment offloading				$ 6,100.75
Total Net Change in Cost:				$ 26,700.75

Effect of NOT Approving this Change:

Reason for Rejection (if applicable):

Wenck Project Manager

Signature: _____

Title: Principal **Date:** February 14, 2018

Authorized Client Representative

☐ **Approved** **Signature:** _____

☐ **Rejected** **Title:** _____ **Date:** _____

REPORT OF ACTION

UTILITY COMMITTEE

27

Project No.

Type: Household Hazardous Waste Services

Location: Solid Waste Division

Date of Hearing: 5/10/18

Routing	Date
City Commission	5/21/18
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached memo and 3-year contracts for Household Hazardous Waste Services. Following a formal RFP process, proposals were received from three firms for the approved handling and disposal of hazardous waste; specifically chemical recycling and disposal, and electronic and fluorescent lamp recycling. A selection committee including the Solid Waste Utility Director, Recycling Coordinator, and the Landfill Supervisor ranked all proposals using a specific format (also attached) with the final rankings shown below:

CHEMICALS:

COMPANY	SWUD	RC	LS	TOTAL	Rank
Clean Harbors	100	100	100	300	1

ELECTRONICS & FLOURESCENT LAMPS:

COMPANY	SWUD	RC	LS	TOTAL	Rank
Green Lights	97	96	100	293	1
Dynamic Recycling	89	86	93	267	2

Over the last three years, the average annual cost of chemical disposal has been $15,837 and the electronics recycling cost has been $32,886, both amounts are included in the annual Household Hazardous waste budget. Given that the proposals from Clean Harbors and Green Lights meet all State and Federal requirements regarding recycling and disposal of the described hazardous waste, staff would recommend three-year agreements with each.

MOTION:

On a motion by Bruce Grubb, seconded by Kent Costin, the Utility Committee voted to approve the award of three-year contracts with Clean Harbors Environmental for the recycling and disposal of chemicals; and with Green Lights Recycling for electronics and fluorescent bulb disposal services.

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

ATTEST:

Terry Ludlum
Solid Waste Utility Director

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

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

April 16, 2018

Utility Committee
City of Fargo
Fargo ND 58102

RE: Household Hazardous Waste Services

Dear Committee:

On April 09, 2018, proposals were received from the following three firms in response to a Request for Proposal (RFP) for hazardous waste, specifically chemical recycling and disposal services as well as electronics and fluorescent lamp recycling. The proposals were evaluated by a Selection Committee which included Fargo's Solid Waste Utility Director, Recycling Coordinator and Landfill Supervisor. The ranking format used is shown on the attached *Evaluation Criteria Preliminary Work Sheet* with the final ranking results shown below. Detailed Selection Committee results are available upon request.

CHEMICALS:

COMPANY	TL	JP	PH	Total 300	Rank
Clean Harbors	100	100	97	297	1

*Please note the average annual cost of chemical disposal for the last 3 years is $15,837.05. This amount is included in the yearly Household Hazardous Waste budget.

ELECTRONICS AND FLUORESCENT LAMPS:

COMPANY	TL	JP	PH	Total 300	Rank
Green Lights	97	96	100	293	1
Dynamic Recycling	88.68	85.68	92.68	267.04	2

*Please note the average annual cost of electronics recycling for the last 3 years is $32,886.34 This amount is included in the yearly Household Hazardous Waste budget.

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

Based upon the results of the review process, this office recommends awarding of the contracts to the following companies:

Clean Harbors	Chemical Recycling and Disposal
Green Lights Recycling	Electronics and Fluorescent Bulb Recycling

The contracts would each be a three-year agreement in which Clean Harbors Environmental and Green Lights Recycling would meet all shipping requirements of chemical and electronics recycling and disposal in compliance with State and Federal regulations (i.e. Environmental Protection Agency, Department of Transportation, etc.). Funding for the contracts has been included in the Household Hazardous Waste budget.

Your consideration in this matter is appreciated.

SUGGESTED MOTION:
Award a three-year contract for disposal of household hazardous waste, specifically chemical recycling and disposal services to Clean Harbors Environmental. Award a three-year contract for disposal of household hazardous waste, specifically electronics and fluorescent bulb disposal services to Green Lights Recycling.

Sincerely,

Terry Ludlum
Solid Waste Utility Director

Jennifer Pickett
Recycling Coordinator

cc: Selection Committee
Submittal Firms

Household Hazardous Waste Services

Evaluation Criteria Preliminary Work Sheet - Instructions

A work sheet will be completed for each proposal using the following guidelines:

Criteria	Weighting	Description of Considerations
Cost of proposal	50	Lowest bid will receive 50 points. All other bids will receive points in proportion to the lowest bid. Equation: Proposal A Weighting = $\frac{50}{\text{(Proposal A Cost/Lowest Proposal Cost)}}$ **Example:** Lowest proposal =$44,000.00, Proposal A =$52,800.00. Proposal A Weighting = 50/(52,800.00/44,000.00) = 41.67 or 42 points
Description of services proposed and demonstration of capability to fulfill services required	20	The proposal must describe, in an understandable manner, all services proposed for the successful completion of the project, and demonstrated the contractor's ability to fulfil proposed services. Evaluators will contact the appropriate federal, state and/or local regulators regarding contractor's ability to perform. Weighting will be made considering regulator contact information, previous knowledge of contractor and past experiences with the City of Fargo, HHW collection events.
Willingness and capability to meet deadline including current and projected workloads of the persons or firms	10	Weighting will be made considering; proposed project schedule, number of personnel and equipment propose and past experiences with City of Fargo, HHW collection events. A minimum of 3 personnel fully trained in EPA, RCRA and DOT regulations will be required to complete project (excluding oil based paint bulking) in 2 days. A minimum of 5 personnel (3 fully trained in EPA, RCRA and DOT regulations will be required to complete project (with buling and can crusher) in 2 days

Related experience or similar projects, done without subcontracting, including recent and current work for agencies in North Dakota	10	The proposal must describe related or similar experience and or project. Evaluators will contact the appropriate ND state agencies regarding recent and current work in ND. Weighting will be made considering description of related or similar experiences, ND state agency contact information, previous knowledge of contractor and past experiences with City of Fargo, HHW collection events.
The ability of professional personnel	5	Weighting will be made considering description of experiences, education and training of personnel proposed to provide services for the project.
Past performance of person or firm	5	Evaluators will contact the appropriate federal, state, and/or local regulators regarding contractor's and or personnel's ability to perform. Weighting will be made considering regulator contact information, previous knowledge of contractor and past experiences with City of Fargo, HHW collection events.

In addition, special consideration will be given to contractors proposing cost-effective recycling methods over traditional disposal methods.

2018 HHW RFP

Prices per pound except bulbs

	Dynamic Recycling	Green Lights	CLEAN HARBORS	minimum $
Aerosols			$ 1.04	$ 292.00
Corrosives - Acids			$ 0.85	$ 292.00
Corrosives - Alkali			$ 0.85	$ 292.00
Elemental Mercury			$ 18.00	$ 450.00
Flammable Liquids			$ 0.12	$ 66.00
Oil Based paint			$ 0.19	$ 66.00
Flammable Solids			$ 0.85	$ 292.00
Mercury devices		$ 12.95	$ 8.90	$ 250.00
Oxidizers			$ 1.59	$ 88.00
PCB Ballasts		$ 1.29	$ 0.36	$ 165.00
PCB Capacitors		$ 5.45	$ 0.36	$ 165.00
Pesticides/Poisons			$ 0.73	$ 292.00
Reactives			$ 5.50	$ 95.00
Electronics	$ 0.175	$ 0.1785	$ 0.31	$ 220.00
Fluorescent Lamps				
4' and under - each @	$ 0.35	$ 0.16	$ 0.33	$ 58.00
5' and under-each @	$ 0.79	$ 0.32	$ 0.66	$ 58.00
Compact-each @	$ 0.79	$ 0.29	$ 3.31	$ 58.00
U shaped-each @	$ 0.35	$ 0.29	$ 1.65	$ 58.00
HID-each @	$ 1.75	$ 0.99	$ 2.76	$ 58.00
Transportation Costs				
Per loaded truck	$ 175.00	$ 79.50	$ 2,147.00	
LTL			$ 544.00	
Demurrage per hour	$ 75.00		$ 105.00	

AGREEMENT OF TERMS AND CONDITIONS FOR HOUSEHOLD HAZARDOUS WASTE SERVICES

This Agreement, made and entered into as of the 1st day of June, 2018 by and between City of Fargo, North Dakota, hereinafter referred to as "Fargo", and Clean Harbors Environmental Services, Inc., Cannon Falls, MN, hereinafter referred to as "Clean Harbors".

WITNESSETH:

WHEREAS, Fargo has Household Hazardous Waste, hereinafter referred to as "HHW", and wishes the HHW to be packaged, transported and properly disposed;
WHEREAS, Clean Harbors is willing to accept certain of Fargo's HHW and/or ensure that it is properly packaged, transported and/or disposed of according to the terms and conditions herein;
NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 HHW SERVICES

CLEAN HARBORS shall meet the provisions established in Fargo's Request for Proposal (RFP) (attached Schedule "A"). Fargo's RFP shall supercede this Agreement and all previous representations relative thereto, either written or oral. CLEAN HARBORS shall ensure legal servicing, treatment and/or disposal of such types of HHW listed on the attached Schedule "A" as requested by Fargo. Schedule "A" may be modified if required by the parties' joint execution of an amendment. Services to be provided may include packaging, transportation, disposal of HHW materials, and additional services as requested by Fargo.

2.0 TRANSPORTATION

2.1 CLEAN HARBORS shall be responsible for providing suitable means to transport the HHW and Fargo may be required to provide assistance in loading HHW.

2.2 CLEAN HARBORS shall prepare all shipping papers, manifest, and labels with each shipment of HHW in accordance with all applicable requirements of the United States Department of Transportation ("DOT") and the United States Environmental Protection Agency ("EPA") under the Toxic Substances Control Act ("TSCA"), the Resource Conservation and Recovery Act ("RCRA"), and all other Federal, State and local statutes, regulations and ordinances.

2.3 CLEAN HARBORS or CLEAN HARBORS' contracted transporter shall maintain in force and require all carriers it engages to carry vehicular liability insurance equivalent to that specified in Section 9.0 of this Agreement and shall, upon request, provide the other party with certificates of insurance evidencing such coverages.

2.4 Fargo will provide satisfactory roadways and approaches to the point of loading. Loading shall occur based on agreed upon scheduling. Fargo will notify CLEAN HARBORS a minimum of 10 working days prior to service requirements.

2.5 Spills or leaks, which may occur during the transportation, shall be lawfully managed by CLEAN HARBORS or CLEAN HARBORS' contracted transporter. CLEAN HARBORS or CLEAN HARBORS' contracted transporter will inspect all containers prior to loading for transport. Any waste container in questionable condition or integrity can be rejected from transport. Fargo will be responsible for repairs, replacement or making acceptable any waste container prior to shipment by CLEAN HARBORS or contracted transporter.

3.0 RESPONSIBILITIES

3.1 Fargo shall be responsible for HHW while collected and stored at Fargo's HHW Collection Facility, and CLEAN HARBORS shall be responsible for HHW from the point of loading truck at Fargo site. CLEAN HARBORS shall assure proper handling, storage, treatment, and disposal of HHW.

3.2 CLEAN HARBORS will use only disposal facilities that are listed in CLEAN HARBORS' proposal to Fargo which was submitted on April 06, 2018.

3.3 CLEAN HARBORS will provide approved waste profiles and training of waste stream packaging guidelines, DOT labeling and shipping information, and other associated paperwork.

3.4 CLEAN HARBORS shall provide summary report detailing waste stream disposition activity on a quarterly basis (as per RFP).

3.5 CLEAN HARBORS will designate Amanda Anderson as Fargo's primary contact for all matters relating to this contract.

4.0 WARRANTIES

4.1 CLEAN HARBORS warrants that its services performed under this Agreement shall comply with all requirements of federal, state and local laws, regulations, and ordinances.

4.2 CLEAN HARBORS warrants that all permits, licenses, authorizations, and approvals required for transportation of the HHW by federal, state and local laws, regulations, and ordinances shall be in effect at the time of transportation.

4.3 CLEAN HARBORS warrants that the containers CLEAN HARBORS supplies comply with all laws, regulations or ordinances which may be applicable to their packaging or transportation, including, but not limited to DOT regulations. Fargo warrants that HHW for disposal will be packaged in DOT-approved containers that meet the above requirements.

5.0 INDEMNIFICATION AND SUBROGATION

5.1 Fargo agrees to indemnify, save harmless and defend CLEAN HARBORS from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which CLEAN HARBORS may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by any negligent, intentional or willful act or omission of Fargo or its employees or agents.

5.2 CLEAN HARBORS agrees to indemnify, hold harmless and defend Fargo, its officers, directors, shareholders, agents, employees and affiliates, from any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees) which Fargo may hereafter incur, become responsible for or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations or orders, to the extent that such damage was caused by (i) CLEAN HARBORS' breach of any term or provision of this Agreement; (ii) the failure of any warranty of CLEAN HARBORS to be true, accurate and complete; or (iii) any negligent, intentional or willful act or omission of CLEAN HARBORS or its employees, subcontractors or agents.

5.3 With respect to any claim for indemnification, the party claiming a right to indemnity shall (i) give written notice of the claim within a reasonable period following the event or occurrence and identify the basis of the indemnification asserted; and (ii) allow the other party (including its employees, agents, insurers and counsel) reasonable access to any of its employees, property and records for the purpose of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, physical evidence and chemical analyses and taking such other steps as may be necessary to preserve evidence of the event or occurrence on which the claim is based. If the party claiming a right to indemnity denies the other party reasonable access as set forth above, the party claiming such right shall forfeit that right and assume sole responsibility for the claim for which indemnification is sought and shall not be entitled to indemnity.

5.4 CLEAN HARBORS agrees to indemnify, save harmless and defend Fargo from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for or pay out as a result of any violation of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") by CLEAN HARBORS in its transportation, treatment, storage or disposal of the HHW listed on the Schedule "B" and/or Quotation.

6.0 CHARGES AND FEES

6.1 CLEAN HARBORS' charges for its disposal services pursuant to this Agreement are set forth in Schedule "A".

6.2 In addition to the charges set forth in Schedule "A", CLEAN HARBORS may charge Fargo CLEAN HARBORS' reasonable costs for cleaning and/or decontamination of transportation equipment and containers necessitated by leaks, spills or other releases caused by Fargo while at the Fargo site.

6.3 When possible, CLEAN HARBORS shall weigh all containers including drums, lab packs, etc., prior to transporting and record the weight on shipping documents. Invoices will be based upon the weighted and/or containerized pricing as provided in Schedule "A".

7.0 PAYMENT

Each invoice for HHW received by CLEAN HARBORS and/or services provided to Fargo shall be paid, net terms by Fargo within thirty (30) days from Fargo's receipt of invoice. Per the RFP, twenty-five percent (25%) of invoiced expenses will be held until certificates of reuse, recycling, treatment and/or disposal are received by the City of Fargo. Invoices not paid when due shall accrue interest at the rate of 6 percent (6 %) per annum from the due date.

8.0 TERM

8.1 This Agreement shall commence on the date first above written and shall continue in full force and effect until May 31, 2021 unless terminated by either party providing the other party with at least thirty (30) days prior written notice of termination. Either party shall have the right to cancel this Agreement at any time if the other party becomes insolvent, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.

8.2 Should this Agreement be terminated by either party, CLEAN HARBORS shall be responsible for removing any and all equipment and and/or materials associated with this Agreement and collected during the course of performing HHW collections at Fargo, ND. Fargo shall be responsible for payment of fees for final services as listed in Schedule "A".

9.0 INSURANCE

CLEAN HARBORS shall have in effect and shall maintain for the term of this Agreement the following insurance:

TYPE OF INSURANCE	MINIMUM POLICY LIMITS
Worker's Compensation	$1,000,000 per occurrence
Automobile Liability	$2,000,000 single limit
Comprehensive General Liability	$1,000,000 per occurrence
Contractor's Pollution Liability	$2,000,000 per occurrence
Excess Liability	$10,000,000 per occurrence

CLEAN HARBORS shall name the City of Fargo, its elected officials, departments, employees and agents as additional insured for general and automobile liability insurance coverage. CLEAN HARBORS shall provide notice to Fargo of any changes in coverage limits and will provide certificates of insurance upon request.

10.0 GENERAL PROVISIONS

10.1 In the performance of this Agreement, CLEAN HARBORS is an independent contractor.

10.2 Each party grants the other, its agents and employees, during the term of this Agreement, reasonable access to the other party's facilities for purposes of fulfilling obligations under this Agreement. Each party agrees to comply with reasonable safety standards adopted by the other while on the other's premises. Each party further agrees to protect and hold confidential technologies observed while on the other's premises. CLEAN HARBORS agrees to protect and hold confidential all non-public data on HHW received from Fargo, unless legal or regulatory requirements mandate disclosure. CLEAN HARBORS and Fargo agree to protect and hold confidential all non-public information concerning the other party's business, operations, technologies, formulas, procedures, processes, methods, trade secrets, ideas, improvements, plans, programs, plants, equipment or customers.

11.0 DEFAULTS

11.1 Except as provided in Section 11.2 herein, if, during the term of the Agreement, either party shall become delinquent in settling its account or shall be in default of any provisions of the Agreement, the other party may suspend its performance hereunder until such delinquency or default has been corrected and CLEAN HARBORS may return to Fargo, at Fargo's costs and at CLEAN HARBORS' election, HHW in CLEAN HARBORS' possession for which payment has not been received.

11.2 Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, strikes, action of regulatory agencies, fire, flood, windstorm, explosion, riot, war, sabotage, court injunction or order, loss of permits, and cause or causes beyond the reasonable control of the party affected provided that a prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. Performance hereunder shall be suspended only for the amount of time reasonably necessary to remove such cause or causes, which result in the delay.

12.0 NOTICE

Any notice required to be given by the terms of this Agreement shall be delivered by hand or mailed to the following; or to such other address for either party as that party may, by notice, designate.

CLEAN HARBORS
Environmental Services, Inc.
42 Longwater Drive
Norwell, MA 02061-9149
Attn: General Counsel (Urgent Contract Matter)

City of Fargo
Division of Solid Waste
2301 8th Avenue North
Fargo, ND 58102

IN WITNESS WHEREOF, CLEAN HARBORS and Fargo have each caused this Agreement to be executed by its duly authorized representative on the day and year set forth.

ACCEPTED:

CLEAN HARBORS Environmental Services, Inc.

Mark Gaethe
TITLE VP- OPERATIONS
DATE 04/26/2018

ACCEPTED:

City of Fargo

TITLE
DATE

SCHEDULE "A" PRICING

Waste Stream	Per pound	Other	Disposal Method
Aerosols	$1.04**		Incineration
Corrosives (acids)	$0.85**		Incineration
Corrosives (alkali)	$0.85**		Incineration
Flammable Liquids (bulk)	$0.12*		Energy Recovery
Flammable Solids	$0.85**		Incineration
Oxidizers	$1.59**		Incineration
Pesticides and Poisons	$0.73**		Incineration
PCB Ballasts	$0.36***		Landfill
Reactive Lab Packs	$5.50****		Incineration
Transportation (dedicated load)	$2,147.00		
Less than Truck Load:	$544.00		

Taxes/Other Fees

*$66.00 minimum per 55/DM
**$292.00 minimum per 55/DM
***$165.00 minimum per 55/DM
****$95.00 minimum per 5 gallon pail

AGREEMENT OF TERMS AND CONDITIONS FOR RECYCLING SERVICES

This Agreement, made and entered into as of the 1st day of June, 2018 by and between the City of Fargo, North Dakota, hereinafter referred to as "Fargo", and Green Lights Recycling, Inc., Blaine, Minnesota, hereinafter referred to as "Green Lights".

WITNESSETH:

WHEREAS, Fargo is in possession of discarded computers, televisions, monitors, printers, spent fluorescent lamps and HID bulbs that may contain mercury, as well as PCB ballasts, nickel-cadmium, button cell, mercury and silver batteries, (hereinafter called "Recyclable Materials");
WHEREAS, Fargo wishes the Recyclable Materials to be transported and properly recycled and/or disposed;
WHEREAS, Green Lights is willing to accept Fargo's Recyclable Materials and ensure that it is properly transported and recycled/disposed of according to the terms and conditions herein;
WHEREAS, Fargo requested proposals from recyclers for the Recyclable Materials as well as from recyclers of chemicals and other liquids and Fargo is entering into a separate agreement, relating to the RFP for said chemicals and other liquids that is not intended to be a part of this agreement;

NOW, THEREFORE, the parties agree as follows:

1.0 WARRANTIES AND REPRESENTATIONS

1.1 Green Lights has the capability, experience, and means required to perform the services covered by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested, and in compliance with all applicable laws.

1.2 Green Lights will perform all services in a diligent and workmanlike manner, and will maintain all facilities and equipment, in strict compliance with all applicable laws and regulations.

1.3 Green Lights warrants and represents that all products which contain mercury will be recycled at a qualified licensed recycling facility after receipt at such facility except for any force majeure after receipt.

1.4 Green Lights will use its best efforts to arrange recycling of all solid materials, including mercury, aluminum and glass.

1.5 Green Lights will use a tracking system for materials coming into and going out of its facility. This system will be conducive for plant audits properly portraying its activities. Fargo has the right to audit these documents related to its relationship with Green Lights upon giving notice to Green Lights.

2.0 TRANSFER OF TITLE

Title to all solid materials, whether recyclable or non-recyclable, will pass from Fargo and vest in Green Lights when the material is collected by Green Lights from Fargo. Title to all solid materials, whether recyclable or non-recyclable, will pass from Green Lights and vest in a licensed recycler when the material is delivered to the recycler's facility.

3.0 EXCLUSIVE PERFORMANCE

Fargo will have the following Recyclable Materials processed exclusively with Green Lights during the term of this Agreement: discarded computers, monitors, televisions, printers, fluorescent lamps, HID bulbs, PCB ballasts, nickel-cadmium, button cell, mercury and silver batteries.

4.0 COMPENSATION

For services performed hereunder, Fargo will compensate Green Lights in accordance with the prices listed in Schedule "B" attached. Per RFP, twenty-five percent (25%) of invoiced expenses will be held until certificates of reuse, recycling, treatment and/or disposal are received by the City of Fargo. Invoices shall be paid within THIRTY (30) days from date of invoice origination date, after which period, interest on any unpaid amounts properly due to Green Lights shall accrue interest at a rate of six percent (6%) simple interest per annum.

5.0 ASSIGNMENT AND SUBCONTRACTORS

This Agreement is assignable only upon the express written consent of all parties. Such consent will not be unreasonable withheld.

6.0 INDEPENDENT CONTRACTOR

Green Light's relationship with Fargo under the Agreement will be that of independent contractor.

7.0 TERMS AND TERMINATION

7.1 This Agreement shall commence on the date first above written and shall continue in full force and effect for a period of thirty-six (36) months; provided, however, that either party may terminate this agreement upon ninety (90) days' written notice. In such case, termination may occur without penalty.

7.2 Notwithstanding the above, each party shall have the right to cancel this Agreement immediately if any other party becomes insolvent, makes an assignment for the benefit of creditors, has a bankruptcy petition filed by or against it, or breaches any material term.

8.0 FORCE MAJEURE

No party will be liable for failure to perform hereunder due to circumstances beyond its reasonable control.

9.0 NOTICE

Green Lights shall provide summary reports detailing Recyclable Materials disposition activity on a quarterly basis (per RFP). All other notices will be given in writing to the parties as follows:

Green Lights Recycling, Inc.
10040 Davenport St. NE
Blaine, MN 55449

City of Fargo
Division of Solid Waste
2301 8th Avenue North
Fargo, ND 58102

10.0 GOVERNING LAW

It is the intent of the parties that the validity, interpretation and construction of this Agreement will be governed by the laws of the State of North Dakota.

11.0 SAVINGS CLAUSE

If any provision of the Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12.0 GENERAL PROVISIONS

Green Lights shall meet the provisions established in Fargo's Request for Proposal (RFP) (attached Schedule "A") to the extent said RFP relates to Recyclable Materials (as opposed to chemicals and other liquids referenced in the RFP). Fargo's RFP shall supercede this Agreement and all previous representations relative thereto, either written or oral. Green Lights shall ensure legal servicing, treatment, recycling and/or disposal of Recyclable Materials listed on the attached price list, Schedule "B". This Agreement may be amended only by a written specific reference to it signed by both parties.

IN WITNESS WHEREOF, Green Lights and Fargo have each caused this Agreement to be executed by their duly authorized representative on the date set forth above.

GREEN LIGHTS RECYCLING, INC.

By John Cruda

Title President

Date 4-19-2018

CITY OF FARGO

By _____

Title _____

Date _____

SCHEDULE "B" PRICING

Waste Stream	Per pound	Other	Disposal Method
Electronics	$00.1785		Recycle
Mercury Containing Devices	$12.95		Recycle
Elemental Mercury	$16.95		Recycle
Fluorescent Lamps			
4' and under	$00.16	Each	Recycle
5' and over	$00.32	Each	Recycle
Compact Lamps	$00.29	Each	Recycle
U-shaped and Circulars	$00.29	Each	Recycle
HID	$00.99	Each	Recycle
Compact lamps with base	$00.39	Each	Recycle
Transportation			
Stop Charge on a Scheduled Run	$79.50		

SCHEDULE "B" PRICING

Waste Stream	Per pound	Other	Disposal Method
Electronics	$00.1785		Recycle
Mercury Containing Devices	$12.95		Recycle
Elemental Mercury	$16.95		Recycle
Fluorescent Lamps			
4' and under	$00.16	Each	Recycle
5' and over	$00.32	Each	Recycle
Compact Lamps	$00.29	Each	Recycle
U-shaped and Circulars	$00.29	Each	Recycle
HID	$00.99	Each	Recycle
Compact lamps with base	$00.39	Each	Recycle
Transportation			
Stop Charge on a Scheduled Run	$79.50		

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

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May 15, 2018

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

RE: Ripplinger Leave Request

Dear Commissioners:

Currently, Gerald Ripplinger, Wastewater Utility, is on a leave of absence. He is formally requesting a 60-day extension from 4/27/2018 through 6/27/2018.

Your consideration in this matter is greatly appreciated.

Recommended Motion
Approve the additional 60-day leave of absence request from Gerald Ripplinger, Wastewater Utility through 6/27/2018

Respectfully Submitted,

Jim Hausauer
Wastewater Utility Director

Printed on Recycled paper.

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

(29)

May 17, 2018

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW 18-01

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for the Cell 19 & Scales Area Waste Excavation Project SW18-01. A detailed bid tabulation sheet is attached for your review. Bid totals are as follow:

COMPANY	BID AMOUNT		COMPANY	BID AMOUNT
Excavating Inc.	$1,825,915.00		Rachael Contracting	$2,482,300.00
Kern & Tabery Inc.	$2,006,445.00		Industrial Builders, Inc.	$2,496,000.00
Northern Improvement Co.	$2,098,341.00		Burski Excavating, Inc.	$2,669,240.00
R.J. Zavoral & Sons	$2,185,290.00		Meyer Contracting, Inc.	$2,826,833.00
Wanzek Construction, Inc.	$2,205,240.00			

This office recommends award of the contract to Excavating Inc., in the amount of $1,825,915.00 as the lowest and best bid. Funding for construction of Project SW 18-01 is provided for in the 2018 Solid Waste Division budget. Please note that the *Engineer's Estimate* (based on similar recent projects) for this project was $2,870,000.00.

SUGGESTED MOTION:
Accept the bid from Excavating Inc., in the amount of $1,825,915.00 for the Cell 19 & Scales Area Waste Excavation Project SW18-01.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

Attachment
cc: Bruce Grubb, City Administrator
Jill Pagel, Auditors Office
Paul Hanson, Landfill Foreman
Randy Hanson, Wenck Associates

CITY OF FARGO
DIVISION OF SOLID WASTE

Bids Opened: 11:30 AM
Date: 5/16/2018

Cell 19 & Scales Area Waste Excavation
PROJECT SW 18-01

Engineers Estimate: $2,870,000

	Bid Item	Quantity		Contractor: Excavating Inc. Unit Price	Excavating Inc. Extended Price	Contractor: Kern & Tabery Inc. Unit Price	Kern & Tabery Inc. Extended Price	Contractor: Northern Imp Co - Bismarck Unit Price	Northern Imp Co - Bismarck Extended Price	Contractor: R.J. Zavoral & Sons, Inc. Unit Price	R.J. Zavoral & Sons, Inc. Extended Price
1	Mobilization & Demobilization	1.0	L.S.	$27,295.00	$27,295.00	$83,790.00	$83,790.00	$ 75,829.00	$75,829.00	$90,000.00	$90,000.00
2	Field Engineering	1.0	L.S.	$19,000.00	$19,000.00	$25,000.00	$25,000.00	$ 25,876.00	$25,876.00	$25,000.00	$25,000.00
3	Site Preparation	1.0	L.S.	$7,700.00	$7,700.00	$72,875.00	$72,875.00	$ 31,324.00	$31,324.00	$40,000.00	$40,000.00
4	Soil Excavation	176,000	C.Y.	$1.66	$292,160.00	$2.10	$369,600.00	$ 2.59	$455,840.00	$2.95	$519,200.00
5	Excavation and Reloaction of Waste	331,000	C.Y.	$2.89	$956,590.00	$2.63	$870,530.00	$ 3.22	$1,065,820.00	$2.95	$976,450.00
6	Placement of Intermediate Cover Soil in Cell 18	48,600	S.Y.	$0.95	$46,170.00	$0.50	$24,300.00	$ 0.61	$29,646.00	$0.75	$36,450.00
7	Leachate Handling	1.0	L.S.	$9,500.00	$9,500.00	$20,000.00	$20,000.00	$ 12,222.00	$12,222.00	$7,450.00	$7,450.00
8	Controlled Fill	177,000	S.Y.	$2.41	$426,570.00	$2.75	$486,750.00	$ 2.03	$359,310.00	$2.50	$442,500.00
9	Furnish and Install 8" Sanitary Piping and Gate Valve	1.0	L.S.	$7,150.00	$7,150.00	$20,000.00	$20,000.00	$ 10,097.00	$10,097.00	$12,500.00	$12,500.00
10	Erosion Control	1.0	L.S.	$ 7,000.00	$7,000.00	$ 6,000.00	$6,000.00	$ 13,909.00	$13,909.00	$ 7,640.00	$7,640.00
11	Turf Establishment	6	Acres	$ 2,630.00	$15,780.00	$ 1,350.00	$8,100.00	$ 1,474.00	$8,844.00	$ 1,350.00	$8,100.00
12	Site Restoration	1.0	L.S.	$ 11,000.00	$11,000.00	$ 19,500.00	$19,500.00	$ 9,624.00	$9,624.00	$ 20,000.00	$20,000.00
		BID TOTAL			**$1,825,915.00**		**$2,006,445.00**		**$2,098,341.00**		**$2,185,290.00**

	Bid Item	Quantity		Contractor: Wanzek Construction, Inc. Unit Price	Wanzek Construction, Inc. Extended Price	Contractor: Rachael Contracting Unit Price	Rachael Contracting Extended Price	Contractor: Industrial Builders, Inc. Unit Price	Industrial Builders, Inc. Extended Price	Contractor: Burski Excavating, Inc. Unit Price	Burski Excavating, Inc. Extended Price
1	Mobilization & Demobilization	1.0	L.S.	$ 48,000.00	$48,000.00	$ 250,000.00	$250,000.00	$ 292,000.00	$292,000.00	$ 200,000.00	$200,000.00
2	Field Engineering	1.0	L.S.	$ 23,000.00	$23,000.00	$ 17,000.00	$17,000.00	$ 26,000.00	$26,000.00	$ 31,000.00	$31,000.00
3	Site Preparation	1.0	L.S.	$ 24,000.00	$24,000.00	$ 41,000.00	$41,000.00	$ 28,000.00	$28,000.00	$ 59,000.00	$59,000.00
4	Soil Excavation	176,000	C.Y.	$ 2.30	$404,800.00	$ 2.30	$404,800.00	$ 2.50	$440,000.00	$ 2.70	$475,200.00
5	Excavation and Reloaction of Waste	331,000	C.Y.	$ 3.10	$1,026,100.00	$ 4.00	$1,324,000.00	$ 3.00	$993,000.00	$ 3.50	$1,158,500.00
6	Placement of Intermediate Cover Soil in Cell 18	48,600	S.Y.	$ 2.40	$116,640.00	$ 0.75	$36,450.00	$ 1.00	$48,600.00	$ 2.40	$116,640.00
7	Leachate Handling	1.0	L.S.	$ 19,000.00	$19,000.00	$ 10,000.00	$10,000.00	$ 20,000.00	$20,000.00	$ 57,000.00	$57,000.00
8	Controlled Fill	177,000	S.Y.	$ 2.90	$513,300.00	$ 1.95	$345,150.00	$ 3.50	$619,500.00	$ 2.70	$477,900.00
9	Furnish and Install 8" Sanitary Piping and Gate Valve	1.0	L.S.	$ 7,200.00	$7,200.00	$ 10,000.00	$10,000.00	$ 8,000.00	$8,000.00	$ 30,000.00	$30,000.00
10	Erosion Control	1.0	L.S.	$ 5,400.00	$5,400.00	$ 2,900.00	$2,900.00	$ 4,500.00	$4,500.00	$ 18,000.00	$18,000.00
11	Turf Establishment	6	Acres	$ 1,700.00	$10,200.00	$ 6,000.00	$36,000.00	$ 1,400.00	$8,400.00	$ 3,500.00	$21,000.00
12	Site Restoration	1.0	L.S.	$ 7,600.00	$7,600.00	$ 5,000.00	$5,000.00	$ 8,000.00	$8,000.00	$ 25,000.00	$25,000.00
		BID TOTAL			**$2,205,240.00**		**$2,482,300.00**		**$2,496,000.00**		**$2,669,240.00**

	Bid Item	Quantity		Contractor: Meyer Contracting, Inc. Unit Price	Extended Price
1	Mobilization & Demobilization	1.0	L.S.	$275,405.00	$275,405.00
2	Field Engineering	1.0	L.S.	$15,900.00	$15,900.00
3	Site Preparation	1.0	L.S.	$76,292.00	$76,292.00
4	Soil Excavation	176,000	C.Y.	$2.70	$475,200.00
5	Excavation and Reloaction of Waste	331,000	C.Y.	$4.50	$1,489,500.00
6	Placement of Intermediate Cover Soil in Cell 18	48,600	S.Y.	$0.70	$34,020.00
7	Leachate Handling	1.0	L.S.	$47,489.00	$47,489.00
8	Controlled Fill	177,000	S.Y.	$1.60	$283,200.00
9	Furnish and Install 8" Sanitary Piping and Gate Valve	1.0	L.S.	$9,784.00	$9,784.00
10	Erosion Control	1.0	L.S.	$ 30,000.00	$30,000.00
11	Turf Establishment	6	Acres	$ 1,350.00	$8,100.00
12	Site Restoration	1.0	L.S.	$ 81,943.00	$81,943.00
		BID TOTAL			**$2,826,833.00**

THE CITY OF
Fargo
FAR MORE

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

May 17, 2018

30

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

Subject: Advertisement for Bid – Valve Replacement at Water Towers 4 &9

Dear Commissioners:

Water Utility staff is seeking approval to advertise bidding for a control valve replacement project at Water Towers #4 and #9. The project involve both mechanical and electrical components. The draft bid advertisement is attached. This project was a line item in the 2018 Water Utility budget. The Utility Committee approved engineering services to design and bid this project.

Your consideration is greatly appreciated in this matter.

Sincerely,

Brian A. Ward for Troy B. Hall

Troy B. Hall
Water Utility Director

C: Bruce Grubb, City Administrator
Brian Ward, Water Superintendent

SUGGESTED MOTION:

Approve the Advertisement for Bid for Control Valve replacement at Water Towers #4 and #9.

CITY OF Fargo

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

May 15, 2018

(31)

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

Re: Sharon B. Rostad – Purchase Agreement Project #MS-15-K0

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Sharon B. Rostad**. 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 4003 Copperfield Court South from **Sharon B. Rostad** in association with Project #MS-15-K0 and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Mark Bittner
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between SHARON B. ROSTAD, the identified owner of the property located at 4003 Copperfield Court South in Fargo, North Dakota hereinafter "Seller", whether one or more, and the CITY OF FARGO, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

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

> Lot Thirteen (13), Block One (1) of Copperfield Addition to the City of Fargo.
>
> Property Address: 4003 Copperfield Court South, Fargo, ND.

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

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

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

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

2. Purchase Price. The purchase price for the Property is Six Hundred Sixteen Thousand One Hundred Twenty Dollars ($616,120).

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

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

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

6. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true

value as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

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

8. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than October 31, 2018. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, $1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the $1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

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

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

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

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

DATED this 16 day of May, 2018.

SELLER:

Sharon B Rostad

Sharon B. Rostad

DATED this ____ day of_____, 2018.

BUYER:
City of Fargo, a North Dakota municipal corporation

_____

Timothy J. Mahoney, Mayor

Exhibit "A"

1. Dishwasher
2. Refrigerator
3. Radon Mitigation System

Exhibit "B"

REPORT OF ACTION

(32)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 6153 (aka FM-14-0)

Type: Contract Amendment #6

Location: 4th Street South Levee 2nd St to 13th Ave S

Date of Hearing: 5/14/2018

Routing	Date
City Commission	5/21/2018
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Project Engineer, Jody Bertrand, related to a Contract Amendment submitted by Houston Engineering in the amount of $78,500, bringing the total contract amount to $1,126,357.00. This project will complete the recertification of the 4th St S Levee so the adjacent properties can remain out of the floodplain. The additional costs cover:

1) Analysis of the internal 4th Street South corridor drainage and residual floodplain mapping following construction this summer.
2) The coordination and documentation with the new lift station at Island Park, new 2nd Street floodwall (north side) and the removable floodwall closure across 2nd Street S.
3) The new Riverine Hydraulic Analysis, which will be completed to enable new mapping updates showing a reduction in the floodplain elevation.
4) Additional construction administration that has been taking place on the 4th Street Levee projects.
5) The additional levee certification coordination and compilation of documentation between the recently completed projects along the 4th Street South corridor and the submittal to FEMA for the removal of "Provisional Accredited Levee System" (PALS) designation.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of the Contract Amendment #6.

RECOMMENDED MOTION

Approve Contract Amendment #6 with Houston Engineering in the amount of $78,500.00 for additional Construction Administration, Inspection & Surveying associated with projects FM-14-02 and FM-14-03 along with the compilation and submittal of levee certification documentation to FEMA for the entire 4th Street South levee corridor from 2nd Street to 13th Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
			☑
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	
☑	☑	☐	Brenda Derrig
☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Cc: Brenda Derrig

Date: May 14, 2018

Re: Project No. 6153 (aka FM-14-0) – Provisionally Accredited Levee Systems (PALS)
4th Street South from 2nd Street South to 13th Avenue South
Contract Amendment #6 Request

Background:

This contract amendment covers five separate items for which Houston Engineering has incurred additional costs during the performance of their duties. The first item is the analysis of the internal 4th Street South corridor drainage and residual floodplain mapping following the construction of the projects BR-18-G1 and BR-18-G2 to be completed the summer of 2018 (both are 4th Street South paving projects between 2nd to 13th Ave). The contract amendment amount for this work is $7,100.00.

The second component of services provided by Houston is for the coordination and documentation with the new lift station at Island Park, new 2nd Street floodwall (north side) and the removable floodwall closure across 2nd Street S. Coordination with FEMA and the updating of the Operational and maintenance manuals will be required. The contract amendment amount for this work is $12,000.00.

The third item requested is for the new Riverine Hydraulic Analysis, which will be completed to enable new mapping updates showing a reduction in the floodplain elevation due to the levee being setback farther from the river. The contract amendment amount for this work is $6,500.00.

The fourth is the additional construction administration during the continuation of work that has been taking place on the 4th Street Levee construction projects during the course of the construction of the final phases of the project. The main reason is the Contractor taking longer than anticipated to complete the project along with the prolonged negotiations and closeout procedures. The contract amendment amount for this work is $12,600.00.

The fifth item requested is for the additional levee certification coordination and compilation of documentation between the recently completed projects along the 4th Street South corridor and the submittal to FEMA for the removal of "Provisional Accredited Levee" (PAL) designation and to have our 4th Street South levee certified to the Corp of Engineer's standards. PAL documentation and coordination with FEMA through the comment/review period will be necessary for project certification and continued floodplain removal for the immediate area west of the improvements. The contract amendment amount for this work is $40,300.00.

The proposed contract amendment #6 provided by Houston, totals $78,500.00, which is the requested amount to cover the remaining inspection costs that are anticipated to occur through the project closeouts, complete the final recertification documentation of the 4th Street Levee System for this project as well as the Diversion Authority's project under construction adjacent to 2nd Street South, and the production of the Operating and Maintenance manuals.

A letter provided by Houston Engineering is attached to this memo.

Recommended Motion:

Approve Contract Amendment #6 with Houston Engineering in the amount of $78,500.00 for additional Construction Administration, Inspection & Surveying associated with projects FM-14-02 and FM-14-03 along with the compilation and submittal of levee certification documentation to FEMA for the entire 4th Street South levee corridor from 2nd Street to 13th Avenue South.

JRB/klo
Attachment

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT
AMENDMENT No. 6 - FOR ADDITIONAL SERVICES

Project: City of Fargo Project No. 6153 – 4th Street Levee and WSP Levee Certification
Amendment No. 6 - Additional Construction Closeout and PAL related services with the 4th Street Levee
HEI Project No. 6059-051

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Jody Bertrand, Division Engineer – Storm Sewer Utilities

Location of Project: City of Fargo, Cass County, North Dakota

Description of Work: This contract amendment is intended to provide additional engineering services for construction closeout and the PAL submittal (certification). Additional services are required to address new features in the levee, additional construction and contract coordination, construction closeout documentation, riverine hydraulic analysis, and Provisionally Accredited Levee (PAL) submittal and FEMA coordination.

The scope of work includes details as follows:

1. Interior drainage Analysis and residual floodplain mapping to be updated following the 4th Street storm sewer construction (2018), report.
2. Additional coordination and documentation with new storm sewer lift station at Island Park, new 2nd Street Floodwall and Removable Floodwall as part of the FM Diversion project. This changes the tie-in location, and requires incorporating additional O&M manuals and new project components, coordination with FEMA on new tie-in location.
3. New Riverine Hydraulic Analysis – We did not intend to conduct a new hydraulic analysis since the levee didn't move very far and especially since it moved away from the River. However, in conversation with Paul Anderson (Compass), the

HoustonEngineering Inc.

analysis is to be done and possibly new mapping showing the reduction in floodplain elevation from the levee that has been set back from the river.

4. Additional project coordination was required due to issues with contractors during Phase 2 construction (2015), and Phase 3 construction (2016), and follow up attorney coordination regarding payment disputes. Actual Phase 2 and Phase 3 tasks were invoiced at time of completed work, but the closeout documentation remained to be completed without any remaining budget. Some closeout time remains as well as the Design Summary Reports for both phases of construction.
5. Final O&M Manual development, PAL documentation, and coordination with FEMA through comment/review period.

Fee: The total estimated fee for the above described tasks is $78,500 and is divided as follows:

Task No. 1 – Interior Drainage - $7,100
Task No. 2 – Incorporating Island Park and 2nd Street - $12,000
Task No. 3 – Riverine Hydraulics - $6,500
Task No. 4 – Construction Closeout Documentation - $12,600
Task No. 5 – PAL Certification Documentation - $40,300

Estimated hours for the associated work is detailed in Attachment No. 1. Additional work required beyond the hours estimated in Attachment 1 will be billed at our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

HoustonEngineering Inc.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Client: City of Fargo

Signature: _____

Title: Timothy J. Mahoney Mayor

Date: _____

Proposal: Houston Engineering, Inc.

Signature: _____

Title: PROJECT MANAGER

Date: 5-7-2018

H:\Fargo\JBN\6000\6059\12_6059_051\PM\Amendment 6 5-3-2018\Levee Certification PROF SERVICES agreement - Amendment No. 6 - 2018-05-07.docx

ATTACHMENT NO. 1

HoustonEngineering Inc.

Client: **City of Fargo, ND**

Project Name: **Contract Amendment No. 6 - 4th Street Levee**
Additional Construction and PAL related services

Date: **5/3/2018**

Task 1 Interior Drainage Analysis and residual floodplain mapping (following city storm sewer reconstruction of 4th Street.)

	Unit	Quantity	Rate	Cost
Project Manager	hr	4	$178.00	$712.00
Engineer III	hr	16	$146.00	$2,336.00
Engineer II	hr	16	$130.00	$2,080.00
Engineer I	hr	8	$117.00	$936.00
GIS Analyst III	hr	8	$117.00	$936.00
Administrative Assistant	hr	2	$74.00	$148.00
Task 1 Subtotal				**$7,100**

Task 2 PAL documentation and O&M Manual coordination regarding new Island Park Lift Station, 2nd Street Floodwall and Removable Floodwall.

	Unit	Quantity	Rate	Cost
Project Manager	hr	16	$178.00	$2,848.00
Project Engineer	hr	24	$163.00	$3,912.00
Engineer II	hr	32	$130.00	$4,160.00
Engineer I	hr	8	$117.00	$936.00
Administrative Assistant	hr	2	$74.00	$148.00
Task 2 Subtotal				**$12,000**

Task 3 Riverine Hydraulic Analysis and Report with new levee configuration

	Unit	Quantity	Rate	Cost
Project Manager	hr	4	$178.00	$712.00
Engineer III	hr	16	$146.00	$2,336.00
Engineer I	hr	20	$117.00	$2,340.00
GIS Analyst III	hr	8	$117.00	$936.00
Administrative Assistant	hr	2	$74.00	$148.00
Task 3 Subtotal				**$6,500**

Task 4 Phase 2 and 3 Project Close Out and Reporting. (Budgets exceeded due to prior coordination with contractors, documentation with attorneys, etc.)

	Unit	Quantity	Rate	Cost
Project Engineer	hr	40	$163.00	$6,520.00
Engineer III	hr	8	$146.00	$1,168.00
Engineer II	hr	8	$130.00	$1,040.00
Engineer I	hr	16	$117.00	$1,872.00
Land Surveyor 1	hr	8	$117.00	$936.00
GIS Analyst III	hr	4	$117.00	$468.00
Administrative Assistant	hr	8	$74.00	$592.00
Task 4 Subtotal				**$12,600**

Task 5 Final Levee Certification Documentation, O&M Manual, and FEMA Submittal

	Unit	Quantity	Rate	Cost
Project Manager	hr	32	$178.00	$5,696.00
Engineer III	hr	24	$146.00	$3,504.00
Engineer II	hr	160	$130.00	$20,800.00
Engineer I	hr	48	$117.00	$5,616.00
Land Surveyor 1	hr	8	$117.00	$936.00
GIS Analyst III	hr	32	$117.00	$3,744.00
Task 5 Subtotal			**Total =**	**$40,300**

Total Amendment **$78,500**

COVER SHEET
CITY OF FARGO PROJECTS

(33)

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:

Flood Risk Management

Project No. FM-15-F2

Call for Bids May 21st, 2018

Advertise Dates May 28th, June 4th & 11th, 2018

Bid Opening Date June 27th, 2018

Substantial Completion Date October 1st, 2018

Final Completion Date June 1st, 2019

N/A PWPEC Report **(Part of the 2018 CIP)**

X Engineer's Report – Phase 2 (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 Jody Bertrand

Phone No. 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:

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)

AMENDED 5-9-2018

ENGINEER'S REPORT

FLOOD RISK MANAGEMENT

PROJECT NO. FM-15-F

Nature & Scope

This project will be completed in multiple phases to construct several levee reaches to FEMA standards for future certification potential for each of the improved reaches.

Phase 1 of the project consisted of levee construction on home buyouts completed from 2010 thru 2014, which had an approximate purchase cost of $17,000,000. The phase 1 construction completed a levee on several portions of the riverfront area between 32nd Avenue South and to just south of 40th Avenue South. The phase 1 project also included storm sewer piping improvements and reconstruction of a storm sewer lift station at River Drive and 35th Avenue South. The first phase of construction had a cost of $3,269,000.00.

Phase 2 of the project is taking place with up to three remaining properties along Harwood Drive, Hackberry Drive and River Drive still need to be purchased. Multiple homes have been acquired and phase 2 of this project will complete home demolitions and construct the missing levee reaches. This phase will have an estimated construction cost of $1,050,000.

Phase 3 of the project will occur once the three remaining home purchases are completed throughout the project area. This project will provide for the final levee sections to have certifiably constructed flood protection from Lemke Park to 40th Avenue South. This phase will have an estimated construction cost of $350,000. Anticipated timeline for this construction is unknown since the acquisition of the remaining properties is not known.

Purpose

The purpose of this project is to construct several levee reaches to FEMA standards for future levee certification potential. This project will also reduce the emergency efforts needed during a flood fight, which allow for resources to be allocated to other areas of the City.

Feasibility

Phase 1	
Construction Cost:	$ 3,269,000.00
Engineering & Administration Fees (10%):	$ 326,900.00
Legal, Advertising, Miscellaneous (7%):	$ 228,830.00
Interest (7%):	$ 228,830.00
Land Acquisition Costs:	$ 17,000,000.00
Consulting Engineering Services:	$ 414,600.00
Phase 1 – Total Project Costs:	**$ 21,468,160.00**

Phase 1 Funding	
ND State Water Commission (50% of eligible costs plus acquisition offset)	$ 3,269,000.00
Infrastructure Sales Tax Fund 460 – Balance	$ 18,199,160.00

Phase 2	
Estimated Construction Cost:	$ 1,050,321.45
Engineering Fees (4%):	$ 42,012.86
Legal, Advertising, Miscellaneous (3%):	$ 31,509.64
Interest (4%)	$ 42,012.86
Land Acquisition:	$ 8,720,000.00
Consulting Engineering Services:	$ 172,000.00
Phase 2 – Total Anticipated Project Costs:	**$ 10,057,856.81**
Phase 2 Funding	
ND State Water Commission (50% of eligible costs plus acquisition offset)	$ 1,050,321.45
Infrastructure Sales Tax Fund 460 – Balance	$ 9,007,535.36
Phase 3	
Estimated Construction Cost:	$ 350,000.00
Engineering Fees (4%):	$ 14,000.00
Legal, Advertising, Miscellaneous (3%):	$ 10,500.00
Interest (4%):	$ 14,000.00
Land Acquisition:	$ 3,900,000.00
Consulting Engineering Services:	$ 100,000.00
Phase 3 – Total Anticipated Project Costs:	**$ 4,388,500.00**
Phase 3 Funding	
ND State Water Commission (50% of eligible costs plus acquisition offset)	$ 350,000.00
Infrastructure Sales Tax Fund 460 – Balance	$ 4,038,500.00
All Phases – Total Anticipated Project Costs:	**$ 35,914,516.81**

Funding

ND State Water Commission (50% of eligible costs plus acquisition offset)	$ 4,669,321.45
Infrastructure Sales Tax Fund 460 – Balance	$ 31,245,195.36

We believe this project to be cost effective.

Jody Bertrand, PE, CFM
Division Engineer

May 2018

CITY OF Fargo

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

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MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Agreement for Special Improvements – Grayland Holding Company LLC

DATE: May 16, 2018

Grayland Holding Company, LLC (Ben Saucke) has requested municipal improvements in Grayland First Addition. Attached is the Agreement for Special Improvements relating to improvement district #BN-18-B1. Grayland Holding Company, LLC has executed this agreement and will provide the necessary Letter of Credit.

Recommended Motion:

Approve the agreement for special improvements between the City of Fargo and Grayland Holding Company, LLC for municipal improvements in Grayland First Addition Improvement District #BN-18-B1.

Printed on Recycled paper.

AGREEMENT FOR SPECIAL IMPROVEMENTS

THIS AGREEMENT, Made and entered into this 15 day of May, 2018, by and between THE CITY OF FARGO, a municipal corporation, hereinafter "CITY"; and Grayland Holding Company LLC, hereinafter "DEVELOPER",

WHEREAS, DEVELOPER has made request of CITY for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights and Incidentals hereinafter "Utilities", in Grayland First Addition, hereinafter "Development";

WHEREAS, CITY has approved the installation of Utilities in the Development with certain conditions and requirements; and

WHEREAS, CITY will create Special Improvement District Number BN-18-B1 hereinafter "SID #BN-18-B1", for the purpose of constructing said Utilities; and

WHEREAS, a promise to pay the suitable security is required of DEVELOPER by CITY in order to insure payment of special assessments which will result from said Utilities; and,

WHEREAS, DEVELOPER has agreed to pay said special assessments and to provide security therefor,

NOW, THEREFORE, It is hereby agreed by and between the parties as follows:

1. CITY agrees to create SID #BN-18-B1 for purpose of constructing Utilities in the Development, to finance the Utilities through its municipal bonding authority, and to levy special assessments against said property for the payment of the bonds sold to finance the Utilities.

2. Subsequent to the execution of this Agreement and prior to the award of a contract for construction of the Utilities, DEVELOPER agrees to furnish to CITY, cash or other security in an amount equal to 50% of the estimated costs for the construction of the Utilities (as determined by CITY); said cash or other security to be retained and utilized by CITY pursuant to this Agreement or to be returned to DEVELOPER upon satisfaction of all of the terms and conditions of this agreement as hereinafter provided. The security, other than cash, which is furnished to CITY may be certificates of deposit, negotiable instruments, or a letter of credit, provided that the form and sufficiency thereof shall be subject to the approval of CITY, and CITY may, in its sole discretion, accept or reject the form of security which is offered by DEVELOPER.

3. DEVELOPER shall have the right to cancel this agreement at any time prior to the award of a contract for construction of the Utilities; provided, that written notice of such cancellation shall be delivered to CITY at least 72 hours prior to the time scheduled for such contract award and provided further, that DEVELOPER pays to CITY, at the time of delivery of such written notice, an amount which is equal to 0.5% of the estimated costs for the construction of said Utilities (as determined by CITY) or $1,000, whichever is greater. The parties hereto

understand and agree that CITY has incurred substantial administrative, engineering and other expenses for preparation of plans, solicitation of bids and other tasks and that the amount of such expenses would be impossible to ascertain with certainty and that the cancellation payment as hereinabove provided constitutes liquidated damages and is fair and reasonable compensation for such expenses. It is further understood and agreed that in the event that DEVELOPER cancels this agreement without making payments as hereinabove provided, CITY may draw upon the letter of credit or other security which has been furnished pursuant to paragraph 2 of this agreement for such liquidated damages.

4. DEVELOPER agrees, for and on behalf of itself and its successors and assigns, to keep all property taxes current and to pay on or before October 15th of each year, the current annual installment of special assessments and any accrued penalties on each and every unimproved lot located in the Development. It is understood and agreed that a transfer of any of said lots from DEVELOPER to third parties shall not relieve DEVELOPER of its obligation to make certain the annual installments of special assessments are paid in full as hereinabove set forth.

5. A letter of credit which is furnished as security by DEVELOPER pursuant to paragraph 2 above shall be irrevocable without the express written consent of CITY. Provided that the letter of credit may provide that it will expire 60 days after written notice is given to CITY by certified mail, return receipt requested.

6. In the event that DEVELOPER, or its successor, fails to pay on or before October 15th of each year, annual installments of special assessments and any accrued penalties as provided in paragraph 4 above, CITY may utilize the cash or other security which has been furnished to CITY or may draw upon the letter of credit, and apply said funds to pay all or part of the special assessments and accrued penalties which have been levied against said property but have not been certified for collection. Any amount remaining after payment of all uncertified special assessments may, in the discretion of CITY, be retained for future use as security and subsequently be applied toward future special assessments that are not paid when they become due as set forth in this Agreement or such remaining funds may be applied to current annual installments of special assessments. Provided, that CITY shall not utilize the cash or other security, or draw upon the letter of credit without first giving DEVELOPER ten (10) days' written notice of its intent to do so, said notice being deemed to be delivered when it is addressed to the DEVELOPER and is deposited in the regular U.S. Mail system.

7. In the event that DEVELOPER fails to pay on or before October 15th of each year, annual installments of special assessments as provided in paragraph 4 above, and if the amount of cash or other security which has been furnished to CITY is not sufficient to pay all special assessments which have been levied against said property, whether or not said assessments have been certified for collection, CITY shall have a cause of action against DEVELOPER for the remaining balance of all unpaid special assessments on all unimproved lots located in the Development.

The parties hereto understand and agree that this Agreement is made as an inducement for installation of Utilities in the Development by CITY and that the remedy provided herein is

in addition to any and all statutory remedies provided for collection of delinquent taxes and special assessments.

8. Upon improvement of all lots located in the Development, or upon payment of the entire balance of special assessments levied against said property, whether certified for collection or not, CITY shall return to DEVELOPER, any cash or other security which has been furnished to CITY, or any remaining and unused portion thereof. It is specifically understood and agreed that "improvement" means issuance of a permit for construction of a building such as a house, apartment building, office building or commercial structure or other principal building reflecting the intended use of the property.

9. The security provided in this agreement may be released or reduced by a) improvement of the lots as described in 8 above, b) payment of all certified and uncertified special assessments, c) once the balance of uncertified special assessments for all unimproved lots is less than the total amount of security provided, in which case the security may be reduced to an amount equal to the uncertified special assessment of all unimproved lots.

10. In the event of expiration of the letter of credit upon written notice as provide in paragraph 5 of this Agreement, if any lots in the Development are not improved or if all special assessments are not paid, all as set forth in paragraph 8 above, then, and in that event, CITY may draw upon the letter of credit and the proceeds thereof shall be applied first toward unpaid special assessments levied against said property which have not been certified for collection. Any amount remaining after application of funds to uncertified special assessments shall be applied to special assessments which have been certified for collection. It shall be in the sole discretion of CITY whether any remaining funds shall be applied uniformly to all unimproved lots in said development, or selectively to any particular lot or lots. If the amount of cash available from the letter of credit is not sufficient to pay all special assessments on all unimproved lots in the Development, CITY shall have a cause of action against DEVELOPER for the deficiency, all as provided in paragraph 7 hereof.

11. DEVELOPER hereby agrees to indemnify the CITY for any expenses involved in the enforcement of this Agreement, including, but not limited to, reasonable attorneys fees and costs.

12. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Transfer or conveyance of any or all of the lots in the Development shall not relieve DEVELOPER of any of its responsibility under the terms of this Agreement. This Agreement shall be deemed to be separable, and the failure of any of its terms shall not constitute failure of the remaining terms of the Agreement, and the terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of North Dakota.

Dated the day and year first above written.

THE CITY OF FARGO, a municipal corporation

By _____
Timothy J Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

DEVELOPER

By Ben Saucke
Its Managing Member

U:\Auditors\SSprague\WP\specials agreement Saucke Grayland First May 2018.doc

Improvement District No. BR-17-J1 Type: Time Extension (CO#3)

Location: 22nd Ave S, 23rd Ave S, 6th St S Date of Hearing: 5/14/2018

(36)

Routing	Date
City Commission	5/21/2018
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension requested by Tom's Backhoe Service.

The wear course was to be installed on November 2, 2017 but due to adverse weather conditions, the City requested that the wear course be postponed and installed in the spring of 2018 when temperatures are warmer. The Contractor will also be allowed a window of time to complete punchlist and final cleanup items.

The previously revised substantial completion date is October 12, 2017. The Contractor surpassed the substantial completion date by 20 days. To date the Contractor has been charged a total of $24,000 in liquidated damages that will remain in effect.

Attached to the memorandum is a change order to modify the substantial and final completion dates. Substantial completion for the wearing course only is recommended to be May 25, 2018 and final completion is recommended to be June 8, 2018.

Staff is recommending approval of the time extension as shown below:

Original Completion Dates	Revised Previously	Recommended by Staff
Intermediate – August 28, 2017 Substantial – September 28, 2017 Final – October 28, 2017	September 5, 2017 October 12, 2017 November 12, 2017	Substantial (Wear Course Only)– May 25, 2018 Final – June 8, 2018

On a motion by Bruce Grubb, seconded by Mark Bittner, the Committee voted to recommend approval of the time extension as shown above.

RECOMMENDED MOTION:
Concur with the recommendation of PWPEC and approve a time extension for the substantial and final completion dates.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax Funds, Utility Funds & Special Assessments

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

COMMITTEE

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

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

Item C

THE CITY OF Fargo FAR MORE

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I, Storm Sewer Utility RH

Cc: Brenda Derrig, Division Engineer

Date: 5/14/2018

Re: Improvement District BR-17-J1 – Time Extension (CO #3)

Background:

Tom's Backhoe Service has completed all of the work on Improvement District BR-17-J1 with the exception of the asphalt wear course & punchlist items. The wear course was to be installed on November 2nd, 2017 but due to adverse weather conditions, the City requested that the wear course be postponed and installed in the spring of 2018 when temperatures are warmer. The Contractor will also be allowed a window of time to complete punchlist and final cleanup items.

The previously revised substantial completion date is October 12th, 2017. The Contractor surpassed the substantial completion date by 20 days. To date the Contractor has been charged a total of $24,000 in liquidated damages that will remain in effect.

Attached to this memorandum is a change order to modify the substantial and final completion dates. Substantial completion for the wearing course only is recommended to be May 25th, 2018 and final completion is recommended to be June 8th, 2018.

Recommended Motion:

Approve a time extension for the substantial and final completion dates as shown:

Original Completion Dates	Revised Previously	Recommended by Staff
Intermediate – August 28, 2017 Substantial – September 28, 2017 Final – October 28, 2017	September 5, 2017 October 12, 2017 November 12, 2017	Substantial (Wear Course Only)– May 25, 2018 Final – June 8, 2018

Attached:
Change Order #3

200 North 3rd Street
Fargo, ND 58102

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-17-J1	Change Order No	3
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	5/7/2018	For	Toms Backhoe Service 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: Revised substantial and final completion dates

Revise substantial completion date to 5/25/2018 for wearing course installation.
Revise final completion date to 6/08/2018 for completion of all punchlist and cleanup items.

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 ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	0.00
Previous Change Orders ($)	854,133.10
Original Contract Amount ($)	854,133.10
Total Contract Amount ($)	

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/12/2017	11/12/2017	225.00	208.00	05/25/2018	6/8/2018

Description

APPROVED

For Contractor

Title: Vice President

APPROVED DATE

Department Head

Mayor 5/17/18

Attest

CITY OF Fargo

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

37-1

May 16, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-18-B1, located on 54th Ave S, 100' west of 66th St S, east to 63rd St S; on 55th Ave S from 67th St S, east to 66th St S; on 67th St S from 165' south of 55th Ave S, north to 55th Ave S and on 66th St S from 55th Ave S, north to 176' north of 54th Ave S.

The bids were as follows:

Dakota Underground Company	$1,379,595.60
KPH, Inc.	$1,693,214.80
Master Construction	$1,935,401.50
Engineer's Estimate	$1,516,717.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Company in the amount of $1,379,595.60 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-B1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

On 54th Ave S, 100' west of 66th St S, east to 63rd St S; on 55th Ave S from 67th St S, east to 66th St S; on 67th St S from 165' south of 55th Ave S, north to 55th Ave S and on 66th St S from 55th Ave S, north to 176' north of 54th Ave 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 Division Engineer for the City of Fargo, North Dakota;

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

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District # BN-18-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	2,240.00	0.01	22.40
2	F&I Manhole 4' Dia Reinf Conc	EA	6.00	4,200.00	25,200.00
3	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	7,500.00	7,500.00
4	F&I Manhole w/Int Drop 5' Dia Reinf Conc	EA	1.00	28,000.00	28,000.00
5	F&I Cleanout 8" Dia PVC	EA	1.00	555.00	555.00
6	F&I Pipe SDR 26 - 6" Dia PVC	LF	1,750.00	15.00	26,250.00
7	F&I Pipe SDR 26 - 8" Dia PVC	LF	930.00	30.00	27,900.00
8	F&I Pipe SDR 26 - 12" Dia PVC	LF	115.00	65.00	7,475.00
9	F&I Pipe SDR 35 - 12" Dia PVC	LF	1,265.00	35.00	44,275.00
10	F&I Pipe SDR 26 - 15" Dia PVC	LF	10.00	120.00	1,200.00
11	Bore Pipe SDR 26 - 12" Dia PVC	LF	80.00	100.00	8,000.00
12	Connect Pipe to Exist Pipe	EA	1.00	4,500.00	4,500.00
13	Rem & Repl Shared Use Path 4" Thick Reinf Conc	SY	55.00	50.00	2,750.00
				Sanitary Sewer Total	183,627.40
Cass Rural Water					
14	F&I Hydrant	EA	6.00	4,000.00	24,000.00
15	Relocate Hydrant	EA	1.00	1,500.00	1,500.00
16	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	145.00	21.00	3,045.00
17	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	33.00	30.00	990.00
18	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,305.00	21.00	48,405.00
19	F&I Restr Joint Pipe C900 DR 18 - 8" Dia PVC	LF	285.00	42.00	11,970.00
20	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	20.00	40.00	800.00
21	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	13.00	70.00	910.00
22	F&I Gate Valve 6" Dia	EA	6.00	1,000.00	6,000.00
23	F&I Gate Valve 8" Dia	EA	6.00	1,450.00	8,700.00
24	F&I Gate Valve 12" Dia	EA	1.00	2,700.00	2,700.00
25	F&I Fittings C153 Ductile Iron	LB	1,177.00	5.00	5,885.00
26	F&I Pipe 1" Dia Copper	LF	1,415.00	15.00	21,225.00
27	Connect Water Service	EA	32.00	460.00	14,720.00
28	Connect Pipe to Exist Pipe	EA	3.00	100.00	300.00
29	Remove Pavement 8" Thick Asph	SY	30.00	10.00	300.00
30	Remove Pipe All Sizes All Types	LF	30.00	20.00	600.00
				Cass Rural Water Total	152,050.00
Storm Sewer					
31	F&I Manhole 4' Dia Reinf Conc	EA	5.00	2,450.00	12,250.00
32	F&I Manhole 5' Dia Reinf Conc	EA	2.00	3,900.00	7,800.00
33	F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,100.00	5,100.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-B1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

34 F&I Manhole 7' Dia Reinf Conc	EA	3.00	8,500.00	25,500.00
35 F&I Inlet - Single Box (SBI) Reinf Conc	EA	14.00	2,075.00	29,050.00
36 F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	1,200.00	2,400.00
37 F&I Pipe 12" Dia	LF	320.00	22.00	7,040.00
38 F&I Pipe 12" Dia Reinf Conc	LF	55.00	38.00	2,090.00
39 F&I Pipe w/GB 12" Dia Reinf Conc	LF	340.00	45.00	15,300.00
40 F&I Pipe 15" Dia Reinf Conc	LF	370.00	40.00	14,800.00
41 F&I Pipe 21" Dia Reinf Conc	LF	120.00	48.00	5,760.00
42 F&I Pipe 24" Dia Reinf Conc	LF	335.00	51.00	17,085.00
43 F&I Pipe 30" Dia Reinf Conc	LF	245.00	75.00	18,375.00
44 F&I Pipe 36" Dia	LF	440.00	95.00	41,800.00
45 F&I Pipe 36" Dia Reinf Conc	LF	535.00	95.00	50,825.00
46 F&I Pipe w/GB 36" Dia Reinf Conc	LF	100.00	115.00	11,500.00
47 F&I Pipe 42" Dia Reinf Conc	LF	140.00	149.00	20,860.00
48 F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	2,850.00	2,850.00
			Storm Sewer Total	290,385.00
Paving				
49 Topsoil - Strip & Spread	LS	1.00	30,000.00	30,000.00
50 Excavation	CY	20,500.00	4.00	82,000.00
51 Subcut	CY	3,200.00	0.01	32.00
52 Subgrade Preparation	SY	9,600.00	2.85	27,360.00
53 F&I Woven Geotextile	SY	9,600.00	1.60	15,360.00
54 F&I Class 5 Agg - 7" Thick	SY	4,385.00	6.00	26,310.00
55 F&I Class 5 Agg - 8" Thick	SY	5,210.00	6.70	34,907.00
56 F&I Edge Drain 4" Dia PVC	LF	4,555.00	6.00	27,330.00
57 F&I Curb & Gutter Mountable (Type I)	LF	3,385.00	12.00	40,620.00
58 F&I Curb & Gutter Standard (Type II)	LF	1,170.00	14.00	16,380.00
59 Remove Curb & Gutter	LF	120.00	5.00	600.00
60 F&I Valley Gutter Reinf Conc	SY	52.00	70.00	3,640.00
61 F&I Shared Use Path 4" Thick Reinf Conc	SY	1,970.00	36.00	70,920.00
62 F&I Shared Use Path 6" Thick Reinf Conc	SY	65.00	40.00	2,600.00
63 F&I Sidewalk 4" Thick Reinf Conc	SY	410.00	38.00	15,580.00
64 F&I Sidewalk 6" Thick Reinf Conc	SY	35.00	40.00	1,400.00
65 F&I Det Warn Panels Cast Iron	SF	194.00	35.00	6,790.00
66 F&I Driveway 7" Thick Reinf Conc	SY	240.00	50.00	12,000.00
67 F&I Aggregate for Asph Pavement FAA 43	TON	3,070.00	36.00	110,520.00
68 F&I Asphalt Cement PG 58-34	GAL	40,120.00	2.10	84,252.00
69 Casting to Grade - no Conc	EA	22.00	600.00	13,200.00
70 Casting to Grade - Blvd	EA	9.00	250.00	2,250.00
71 GV Box to Grade - no Conc	EA	7.00	500.00	3,500.00
72 GV Box to Grade - Blvd	EA	7.00	150.00	1,050.00
73 Mulching Type 1 - Hydro	SY	13,600.00	0.30	4,080.00
74 Seeding Type C	SY	13,600.00	0.20	2,720.00
75 Boulevard Grading	SY	1,000.00	4.00	4,000.00
			Paving Total	639,401.00
Signing				
76 F&I Sign Assembly	EA	4.00	80.00	320.00
77 F&I Sign Assembly & Anchor	EA	10.00	155.00	1,550.00
78 F&I Engineering Grade	SF	20.30	25.00	507.50
79 F&I Diamond Grade Cubed	SF	37.20	20.00	744.00
80 F&I High Intensity Prismatic	SF	30.00	17.00	510.00
81 F&I Barricade Type III	EA	5.00	490.00	2,450.00
			Signing Total	6,081.50

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-B1

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

Street Lighting				
82 F&I Feed Point	EA	1.00	8,500.00	8,500.00
83 F&I Innerduct 1.5" Dia	LF	3,526.00	7.50	26,445.00
84 F&I Luminaire Type A	EA	18.00	1,200.00	21,600.00
85 F&I Light Standard Type A	EA	18.00	1,100.00	19,800.00
86 F&I Conductor #6 USE Cu	LF	9,282.00	1.35	12,530.70
87 F&I Base 5' Deep Reinf Conc	EA	18.00	500.00	9,000.00
88 F&I Pull Box	EA	1.00	800.00	800.00
			Street Lighting Total	98,675.70
Miscellaneous				
89 Stormwater Management	LS	1.00	1,000.00	1,000.00
90 Mulching Type 2 - Straw	SY	13,000.00	0.10	1,300.00
91 Seeding Type C	SY	13,000.00	0.20	2,600.00
92 Sediment Control Log 10" to 15" Dia	LF	65.00	5.00	325.00
93 Inlet Protection - Existing Inlet	EA	4.00	125.00	500.00
94 Inlet Protection - New Inlet	EA	16.00	125.00	2,000.00
95 Traffic Control - Minor	LS	1.00	1,650.00	1,650.00
			Miscellaneous Total	9,375.00
			Total Construction in $	**1,379,595.60**
		Engineering	11.00 %	151,755.52
		Legal & Misc	3.00 %	41,387.87
		Contingencies	10.00 %	137,959.56
		Administration	6.00 %	82,775.74
		Interest	4.00 %	55,183.82
			Total Estimated Costs	**1,848,658.10**
			Special Assessments	1,848,658.10
			Unfunded Costs	**0.00**

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

Date: 05/16/2018

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/16/18
NORTH DAKOTA

CITY OF Fargo

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

37-2

May 16, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-18-G2

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-G2, located at 4th Street South from 6th Avenue to 2nd Street and on 6th Avenue South from 4th Street to approximately 250 feet to the west.

The bids were as follows:

Dakota Underground Co.	$1,512,947.20
KPH, Inc.	$1,786,074.50
Master Construction Co., Inc.	$1,924,797.00
Engineer's Estimate	$1,719,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Dakota Underground Co. in the amount of $1,512,947.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-18-G2

Water Main Replacement, Street Reconstruction & Incidentals

4th St S from 6th Ave to 2nd St and on 6th Ave S from 4th St to approximately 250 feet to the west.

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-18-G2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	145.00	68.00	9,860.00
2	Spot Repair Pipe w/GB	EA	1.00	2,500.00	2,500.00
3	Connect Sewer Service Option C	EA	5.00	800.00	4,000.00
4	Clean Pipe 18" Dia All Types	LF	1,235.00	2.00	2,470.00
5	Connect Sewer Service 10' to 15' Deep	EA	5.00	3,000.00	15,000.00
				Sanitary Sewer Total	33,830.00
Water Main Replacement					
6	Remove Pipe All Sizes All Types	LF	920.00	10.00	9,200.00
7	F&I Hydrant	EA	3.00	4,700.00	14,100.00
8	F&I Hydrant Ext. 30" High	EA	1.00	1,300.00	1,300.00
9	F&I Hydrant Ext. 6" High	EA	1.00	800.00	800.00
10	F&I Fittings Ductile Iron	LB	7,516.00	5.65	42,465.40
11	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	15.00	70.00	1,050.00
12	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	40.00	70.00	2,800.00
13	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	100.00	75.00	7,500.00
14	F&I Pipe w/GB C900 DR 18 - 20" Dia PVC	LF	1,550.00	122.00	189,100.00
15	F&I Insulation 2" Thick	SY	50.00	25.00	1,250.00
16	F&I Insulation 4" Thick	SY	70.00	50.00	3,500.00
17	F&I Gate Valve 4" Dia	EA	2.00	1,000.00	2,000.00
18	F&I Gate Valve 6" Dia	EA	6.00	1,400.00	8,400.00
19	F&I Gate Valve 8" Dia	EA	1.00	1,800.00	1,800.00
20	F&I Gate Valve 20" Dia	EA	3.00	17,000.00	51,000.00
21	Furnish Temp Water Svc	EA	4.00	3,000.00	12,000.00
22	Transfer Water Svc	EA	1.00	500.00	500.00
23	F&I CS & Box 1" Dia	EA	1.00	500.00	500.00
24	F&I Pipe w/GB 1" Dia Copper	LF	20.00	60.00	1,200.00
25	Connect Pipe to Exist Pipe	EA	8.00	3,500.00	28,000.00
26	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	200.00	0.01	2.00
				Water Main Replacement Total	378,467.40
Storm Sewer					
27	Remove Pipe All Sizes All Types	LF	244.00	25.00	6,100.00
28	Remove Inlet	EA	9.00	300.00	2,700.00
29	F&I Inlet - Single Box (SBI) Reinf Conc	EA	11.00	2,300.00	25,300.00
30	F&I Pipe w/GB 12" Dia Reinf Conc	LF	150.00	65.00	9,750.00
31	F&I Pipe w/GB 15" Dia Reinf Conc	LF	150.00	65.00	9,750.00
32	Connect Pipe to Exist Structure	EA	10.00	500.00	5,000.00
				Storm Sewer Total	58,600.00
Paving					
33	Remove Pavement All Thicknesses All Types	SY	5,950.00	9.00	53,550.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-18-G2

Water Main Replacement, Street Reconstruction & Incidentals

34 Remove Curb & Gutter	LF	3,000.00	3.00	9,000.00
35 Remove Driveway All Thicknesses All Types	SY	350.00	7.00	2,450.00
36 Remove Sidewalk All Thicknesses All Types	SY	1,600.00	5.00	8,000.00
37 Excavation	CY	233.00	10.00	2,330.00
38 Subgrade Preparation	SY	6,450.00	3.00	19,350.00
39 F&I Woven Geotextile	SY	6,450.00	1.60	10,320.00
40 F&I Edge Drain 4" Dia PVC	LF	3,000.00	7.00	21,000.00
41 F&I Class 5 Agg - 8" Thick	SY	750.00	7.00	5,250.00
42 F&I Class 5 Agg - 12" Thick	SY	5,700.00	10.00	57,000.00
43 F&I Curb & Gutter Standard (Type II)	LF	3,000.00	17.00	51,000.00
44 F&I Pavement 9" Thick Doweled Conc	SY	5,525.00	60.00	331,500.00
45 F&I Impressioned 5" Thick Reinf Conc	SY	45.00	80.00	3,600.00
46 F&I Sidewalk 4" Thick Reinf Conc	SY	575.00	38.00	21,850.00
47 F&I Sidewalk 5" Thick Reinf Conc	SY	1,150.00	40.00	46,000.00
48 F&I Sidewalk 6" Thick Reinf Conc	SY	110.00	45.00	4,950.00
49 F&I Det Warn Panels Cast Iron	SF	138.00	35.00	4,830.00
50 F&I Driveway 6" Thick Reinf Conc	SY	200.00	45.00	9,000.00
51 F&I Driveway 7" Thick Reinf Conc	SY	150.00	48.00	7,200.00
52 F&I Flat MH Cover 8" Thick Reinf Conc	EA	2.00	800.00	1,600.00
53 Rem & Repl Casting - Floating Manhole	EA	16.00	1,565.00	25,040.00
54 Casting to Grade - w/Conc	EA	27.00	300.00	8,100.00
55 GV Box to Grade - w/Conc	EA	4.00	200.00	800.00
56 GV Box to Grade - Blvd	EA	8.00	150.00	1,200.00
57 Seeding Type B	SY	4,800.00	1.20	5,760.00
58 Mulching Type 1 - Hydro	SY	4,800.00	0.50	2,400.00
59 Weed Control Type B	SY	4,800.00	0.10	480.00
60 Inlet Protection - Existing Inlet	EA	12.00	125.00	1,500.00
61 Inlet Protection - New Inlet	EA	11.00	125.00	1,375.00
62 Stormwater Management	LS	1.00	1,000.00	1,000.00
63 Temp Construction Entrance	EA	3.00	1,000.00	3,000.00
64 Traffic Control - Type 1	LS	1.00	4,000.00	4,000.00
65 Relocate Building	LS	1.00	2,500.00	2,500.00
			Paving Total	726,935.00
Pavement Markings				
66 F&I Grooved Contrast Film 11" Wide	LF	65.00	16.00	1,040.00
67 F&I Grooved Contrast Film 7" Wide	LF	4,835.00	10.60	51,251.00
68 F&I Grooved Plastic Film 16" Wide	LF	61.00	22.00	1,342.00
69 F&I Grooved Plastic Film 24" Wide	LF	252.00	33.00	8,316.00
70 F&I Grooved Plastic Film Message	SF	32.00	35.00	1,120.00
71 Paint Epoxy Message	SF	104.00	16.00	1,664.00
72 F&I Methacrylate	SF	576.00	28.00	16,128.00
			Pavement Markings Total	80,861.00
Signing				
73 F&I Diamond Grade Cubed	SF	18.50	22.00	407.00
74 F&I Engineering Grade	SF	22.50	11.00	247.50
75 F&I High Intensity Prismatic	SF	56.80	12.00	681.60
76 F&I Sign Assembly	EA	1.00	105.00	105.00
77 F&I Sign Assembly & Anchor	EA	18.00	105.00	1,890.00
			Signing Total	3,331.10
Traffic Signals				
78 Remove Pull Box PVC	EA	3.00	205.00	615.00
79 Salvage Signal Standard	EA	1.00	2,575.00	2,575.00
80 Salvage Traffic Signal Equipment	LS	1.00	3,600.00	3,600.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BR-18-G2

Water Main Replacement, Street Reconstruction & Incidentals

81 Salvage Signal Cable	LS	1.00	515.00	515.00
82 F&I Foundation Type IV/Combo	EA	1.00	12,875.00	12,875.00
83 F&I Foundation Type V	EA	1.00	515.00	515.00
84 F&I Foundation Controller	EA	1.00	825.00	825.00
85 F&I Pull Box PVC	EA	1.00	1,030.00	1,030.00
86 F&I Pull Box Polymer Conc	EA	1.00	3,090.00	3,090.00
87 F&I Ped Push Button & Sign	EA	2.00	2,575.00	5,150.00
88 F&I Signal Standard Type V 15' High	EA	1.00	2,060.00	2,060.00
89 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	1.00	925.00	925.00
90 F&I Head 1 Sect w/12" LED Mtd	EA	4.00	615.00	2,460.00
91 F&I Head 3 Sect w/12" LED MA Mtd	EA	2.00	1,235.00	2,470.00
92 F&I Head 3 Sect w/12" LED Post Mtd	EA	2.00	1,235.00	2,470.00
93 F&I Emerg Veh Pre-emption System	EA	1.00	8,240.00	8,240.00
94 Relocate Equipment Cabinet & Controller	EA	1.00	18,500.00	18,500.00
95 F&I Traffic Signal Feed Point	EA	2.00	10,300.00	20,600.00
96 F&I Equipment Controller	EA	1.00	1.00	1.00
97 F&I Signal Cable AWG 14/2	LF	300.00	1.20	360.00
98 F&I Signal Cable AWG 14/7	LF	230.00	2.00	460.00
99 F&I Signal Cable AWG 14/20	LF	61.00	4.00	244.00
100 F&I Signal Cable 3M Opticom	LF	75.00	1.50	112.50
101 F&I Signal Cable #6 RHW	LF	522.00	1.50	783.00
102 F&I Signal Cable #6 THW	LF	260.00	1.45	377.00
103 F&I Conduit 2" Dia	LF	335.00	12.30	4,120.50
104 F&I Conduit 4" Dia	LF	119.00	15.00	1,785.00
105 F&I Signal Standard Combo - 34' MA	EA	1.00	18,500.00	18,500.00
106 F&I Fiber Optic Terminations & Equip	LS	1.00	15,900.00	15,900.00
107 F&I Signal Standard Type IV - 18' MA	EA	1.00	12,350.00	12,350.00
108 F&I Signal Standard Combo - 18' MA	EA	1.00	14,400.00	14,400.00
			Traffic Signals Total	157,908.00
Street Lighting				
109 Remove Street Light	EA	12.00	205.00	2,460.00
110 F&I Base 6' Deep Reinf Conc	EA	9.00	825.00	7,425.00
111 Remove Base	EA	12.00	410.00	4,920.00
112 F&I Conductor #6 USE Cu	LF	7,254.00	1.55	11,243.70
113 F&I Innerduct 1.5" Dia	LF	2,548.00	8.25	21,021.00
114 F&I Luminaire Type A	EA	11.00	1,235.00	13,585.00
115 F&I Pull Box	EA	1.00	1,030.00	1,030.00
116 F&I Light Standard Type A	EA	11.00	1,030.00	11,330.00
			Street Lighting Total	73,014.70
			Total Construction in $	**1,512,947.20**
		Engineering	8.94 %	135,257.48
		Legal & Misc	3.00 %	45,388.42
		Contingencies	10.00 %	151,294.72
		Administration	3.53 %	53,407.04
		Interest	4.00 %	60,517.89
			Total Estimated Costs	**1,958,812.74**
			Special Assessments	1,191,141.00
			Sales Tax Funds - Infrastructure - 420	417,874.74
			Utility Funds - Water - 501	312,923.00
			Utility Funds - Wastewater - 521	36,874.00
			Sales Tax Funds - Water - 450	0.00
			Unfunded Costs	**0.00**

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

ENGINEER'S STATEMENT OF ESTIMATED COST

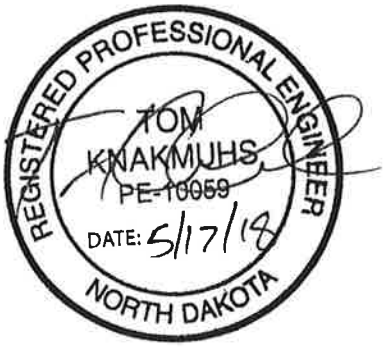
IMPROVEMENT DISTRICT # BR-18-G2

Water Main Replacement, Street Reconstruction & Incidentals

Date: 05/17/2018

Tom Knakmuhs

Division Engineer



CITY OF Fargo

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

37-3

May 16, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. NR-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for Storm Sewer Lift Station Modifications & Incidentals, Improvement District No. NR-18-A1, located at Storm Sewer Lift Stations #21 & #54.

The bids were as follows:

CC Steel, LLC.	$424,725.00
Northern Plains Contracting, Inc.	$516,882.90
Key Contracting, Inc.	$519,253.00
Engineer's Estimate	$418,550.00

The special assessment escrow is not required.

This office recommends award of the contract to CC Steel, LLC. in the amount of $424,725.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-18-A1

Storm Sewer Lift Station Modifications & Incidentals

Storm Sewer Lift Stations #21 & #54.

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;
That the following is detailed statement of the estimated cost of the job described as:

Storm Sewer Lift Station Modifications & Incidentals Improvement District # NR-18-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Site #1 (STS LS #21)					
1	Mobilization	LS	1.00	10,000.00	10,000.00
2	Modify Lift Station	EA	1.00	108,500.00	108,500.00
3	F&I Manhole Type E Reinf Conc	EA	1.00	17,000.00	17,000.00
4	F&I Sluice Gate 54" Dia Stainless Steel	EA	1.00	12,500.00	12,500.00
5	F&I Lift Station Pumps & Controls	LS	1.00	189,900.00	189,900.00
6	Mulching Type 1 - Hydro	SY	300.00	2.25	675.00
7	Seeding Type A	SY	300.00	2.25	675.00
8	Topsoil - Import	CY	25.00	40.00	1,000.00
9	Sediment Control Log 6" to 8" Dia	LF	50.00	4.00	200.00
				Site #1 (STS LS #21) Total	340,450.00
Site #2 (STS LS #54)					
10	Mobilization	LS	1.00	10,000.00	10,000.00
11	Modify Lift Station	EA	1.00	27,000.00	27,000.00
12	Modify Lift Station - Electrical	LS	1.00	28,000.00	28,000.00
13	Mulching Type 1 - Hydro	SY	200.00	2.25	450.00
14	Seeding Type A	SY	200.00	2.25	450.00
15	Topsoil - Import	CY	25.00	40.00	1,000.00
16	Traffic Control - Type 1	LS	1.00	1,200.00	1,200.00
17	F&I W-Beam Guardrail	LF	100.00	27.00	2,700.00
18	F&I W-Beam Guardrail End Terminal	EA	2.00	3,200.00	6,400.00
19	Remove Pavement All Thicknesses All Types	SY	29.00	15.00	435.00
20	F&I Crushed Conc - 9" Thick	SY	29.00	35.00	1,015.00
21	F&I Pavement 8" Thick Reinf Conc	SY	29.00	125.00	3,625.00
				Site #2 (STS LS #54) Total	82,275.00
Miscellaneous					
22	Stormwater Management	LS	1.00	1,000.00	1,000.00
23	Inlet Protection - Existing Inlet	EA	8.00	125.00	1,000.00
				Miscellaneous Total	2,000.00
				Total Construction in $	**424,725.00**
			Engineering	8.01 %	34,020.47
			Legal & Misc	3.00 %	12,741.75
			Contingencies	10.00 %	42,472.50
			Administration	2.41 %	10,235.87
			Interest	4.00 %	16,989.00
			Outside Engineering	3.06 %	12,996.58
				Total Estimated Costs	**554,181.18**
				Special Assessments	232,936.00
				Utility Funds - Stormwater - 524	321,245.18
				Unfunded Costs	**0.00**

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-18-A1

Storm Sewer Lift Station Modifications & Incidentals

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

Date: 05/16/2018

Tom Knakmuhs

Division Engineer

CITY OF Fargo

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

374

May 16, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PN-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for Asphalt Wear Course & Incidentals, Improvement District No. PN-18-A1, located at the Urban Plains area, Calico Drive, 41st Street South, 30th Avenue South, Thunder Drive, Farmstead at Brant Addition, Tuscan Court, and Davies 2nd Addition.

The bids were as follows:

FM Asphalt, LLC.	$1,286,492.39
Northern Improvement Co.	$1,325,152.05
Border States Paving, INC.	$1,333,554.98
Central Specialties, INC.	$1,671,809.75
Engineer's Estimate	$1,461,100.00

The special assessment escrow is not required.

This office recommends award of the contract to FM Asphalt, LLC. in the amount of $1,286,492.39 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PN-18-A1

Asphalt Wear Course & Incidentals

Urban Plains area, Calico Dr, 41st St S, 30th Ave S, Thunder Dr., Farmstead at Brant addition, Tuscan Ct., Davies 2nd Addition.

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Asphalt Wear Course & Incidentals Improvement District # PN-18-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Section 1					
1	Repair Inlet	EA	3.00	425.00	1,275.00
2	F&I Repair Band 4" thru 12" Dia	EA	1.00	735.00	735.00
3	Rem & Repl Curb & Gutter	LF	1,500.00	36.00	54,000.00
4	F&I Sidewalk 4" Thick Reinf Conc	SY	36.00	60.00	2,160.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	100.00	66.00	6,600.00
6	Remove Sidewalk All Thicknesses All Types	SY	186.00	24.00	4,464.00
7	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	88.00	4,400.00
8	F&I Driveway 7" Thick Reinf Conc	SY	78.00	80.00	6,240.00
9	F&I Det Warn Panels Cast Iron	SF	214.00	41.00	8,774.00
10	F&I Aggregate for Asph Pavement FAA 43	TON	5,336.00	31.80	169,684.80
11	F&I Asphalt Cement PG 58-34	GAL	68,063.00	2.15	146,335.45
12	Casting to Grade - no Conc	EA	32.00	195.00	6,240.00
13	GV Box to Grade - no Conc	EA	3.00	80.00	240.00
14	Rem & Repl Pavement 9" Thick Asph	SY	100.00	49.00	4,900.00
15	Mill / Grind Asphalt Pvmt Along Curb	LF	20,240.00	0.92	18,620.80
16	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	3,300.00	1.20	3,960.00
17	Sodding	SY	600.00	18.50	11,100.00
18	F&I Grooved Thermoplastic Pavement Marking Message	SF	80.00	33.00	2,640.00
19	Paint Epoxy Line 4" Wide	LF	8,046.00	3.30	26,551.80
20	Paint Epoxy Line 8" Wide	LF	964.50	5.20	5,015.40
21	Paint Epoxy Line 16" Wide	LF	45.00	14.30	643.50
22	Paint Epoxy Line 24" Wide	LF	1,050.00	17.30	18,165.00
23	Paint Epoxy Message	SF	368.00	14.00	5,152.00
24	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
25	F&I Detection In-Ground Loop	EA	4.00	1,800.00	7,200.00
				Section 1 Total	520,096.75
Section 2					
26	Repair Inlet	EA	1.00	425.00	425.00
27	F&I Repair Band 4" thru 12" Dia	EA	1.00	735.00	735.00
28	Rem & Repl Curb & Gutter	LF	500.00	40.00	20,000.00
29	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	72.00	720.00
30	Remove Sidewalk All Thicknesses All Types	SY	10.00	28.00	280.00
31	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	88.00	4,400.00
32	F&I Det Warn Panels Cast Iron	SF	8.00	41.00	328.00
33	F&I Aggregate for Asph Pavement FAA 43	TON	1,275.00	31.80	40,545.00
34	F&I Asphalt Cement PG 58-34	GAL	16,252.00	2.15	34,941.80
35	Casting to Grade - no Conc	EA	11.00	195.00	2,145.00
36	GV Box to Grade - no Conc	EA	1.00	80.00	80.00
37	Rem & Repl Pavement 9" Thick Asph	SY	100.00	49.00	4,900.00
38	Mill / Grind Asphalt Pvmt Along Curb	LF	5,520.00	0.92	5,078.40

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PN-18-A1

Asphalt Wear Course & Incidentals

39 Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	3.30	495.00
40 Sodding	SY	200.00	18.50	3,700.00
41 Paint Epoxy Line 4" Wide	LF	548.00	2.40	1,315.20
42 Paint Epoxy Line 8" Wide	LF	200.00	4.00	800.00
43 Paint Epoxy Message	SF	86.00	14.00	1,204.00
44 Traffic Control - Type 1	LS	1.00	460.00	460.00
45 F&I Detection In-Ground Loop	EA	3.00	1,800.00	5,400.00
			Section 2 Total	127,952.40
Section 3				
46 Repair Inlet	EA	3.00	425.00	1,275.00
47 F&I Repair Band 4" thru 12" Dia	EA	1.00	735.00	735.00
48 Rem & Repl Curb & Gutter	LF	1,000.00	39.75	39,750.00
49 F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	72.00	720.00
50 Remove Sidewalk All Thicknesses All Types	SY	10.00	28.00	280.00
51 Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	88.00	4,400.00
52 F&I Det Warn Panels Cast Iron	SF	8.00	41.00	328.00
53 F&I Aggregate for Asph Pavement FAA 43	TON	3,300.00	31.80	104,940.00
54 F&I Asphalt Cement PG 58-34	GAL	42,150.00	2.15	90,622.50
55 Casting to Grade - no Conc	EA	19.00	195.00	3,705.00
56 GV Box to Grade - no Conc	EA	1.00	80.00	80.00
57 Rem & Repl Pavement 9" Thick Asph	SY	100.00	49.00	4,900.00
58 Mill / Grind Asphalt Pvmt Along Curb	LF	13,559.00	0.92	12,474.28
59 Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	200.00	3.30	660.00
60 Sodding	SY	300.00	18.50	5,550.00
61 Traffic Control - Type 1	LS	1.00	860.00	860.00
			Section 3 Total	271,279.78
Section 4				
62 Repair Inlet	EA	2.00	425.00	850.00
63 Rem & Repl Curb & Gutter	LF	1,000.00	40.00	40,000.00
64 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	67.00	3,350.00
65 F&I Aggregate for Asph Pavement FAA 43	TON	2,211.00	31.80	70,309.80
66 F&I Asphalt Cement PG 58-34	GAL	28,204.00	2.15	60,638.60
67 Casting to Grade - no Conc	EA	26.00	195.00	5,070.00
68 GV Box to Grade - no Conc	EA	5.00	80.00	400.00
69 Rem & Repl Pavement 6" Thick Asph	SY	100.00	49.00	4,900.00
70 Mill / Grind Asphalt Pvmt Along Curb	LF	12,390.00	0.92	11,398.80
71 Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	3.30	330.00
72 Sodding	SY	300.00	18.50	5,550.00
73 Traffic Control - Type 1	LS	1.00	720.00	720.00
			Section 4 Total	203,517.20
Section 5				
74 Repair Inlet	EA	1.00	425.00	425.00
75 Rem & Repl Curb & Gutter	LF	300.00	41.00	12,300.00
76 Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	67.00	3,350.00
77 F&I Aggregate for Asph Pavement FAA 43	TON	225.00	36.25	8,156.25
78 F&I Asphalt Cement PG 58-34	GAL	2,865.00	2.15	6,159.75
79 Casting to Grade - no Conc	EA	5.00	195.00	975.00
80 GV Box to Grade - no Conc	EA	6.00	80.00	480.00
81 Mill / Grind Asphalt Pvmt Along Curb	LF	1,283.00	0.92	1,180.36
82 Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	3.30	330.00
83 Sodding	SY	100.00	18.50	1,850.00
84 Traffic Control - Minor	LS	1.00	300.00	300.00
			Section 5 Total	35,506.36

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # PN-18-A1

Asphalt Wear Course & Incidentals

Section 6

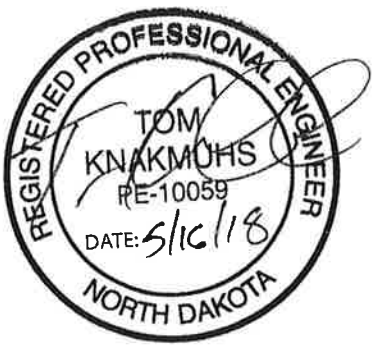
85	Repair Inlet	EA	1.00	425.00	425.00
86	Rem & Repl Curb & Gutter	LF	800.00	40.00	32,000.00
87	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	62.00	1,240.00
88	F&I Sidewalk 6" Thick Reinf Conc	SY	10.00	72.00	720.00
89	Remove Sidewalk All Thicknesses All Types	SY	30.00	26.00	780.00
90	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	67.00	3,350.00
91	F&I Aggregate for Asph Pavement FAA 43	TON	1,210.00	32.40	39,204.00
92	F&I Asphalt Cement PG 58-34	GAL	15,426.00	2.15	33,165.90
93	Casting to Grade - no Conc	EA	14.00	195.00	2,730.00
94	GV Box to Grade - no Conc	EA	4.00	80.00	320.00
95	Rem & Repl Pavement 6" Thick Asph	SY	50.00	49.00	2,450.00
96	Mill / Grind Asphalt Pvmt Along Curb	LF	7,500.00	0.92	6,900.00
97	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	3.30	495.00
98	Sodding	SY	200.00	18.50	3,700.00
99	Traffic Control - Type 1	LS	1.00	660.00	660.00
				Section 6 Total	128,139.90
				Total Construction in $	**1,286,492.39**
			Engineering	11.00 %	141,514.16
			Legal & Misc	3.00 %	38,594.77
			Contingencies	10.00 %	128,649.24
			Administration	6.00 %	77,189.54
			Interest	4.00 %	51,459.70
				Total Estimated Costs	**1,723,899.80**
				Special Assessments	1,723,899.80
				Unfunded Costs	**0.00**

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

Date: 05/16/2018

Tom Knakmuhs

Division Engineer



CITY OF Fargo

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

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May 16, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. TN-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 16, 2018, for Raised Pedestrian Crossing, Radius Improvements & Incidentals, Improvement District No. TN-18-A1, located near Willow Park Elementary School.

The bids were as follows:

Northern Improvement Co.	$113,940.00
Opp Construction	$133,688.25
Dakota Underground Co..	$136,797.00
Key Contracting, INC.	$138,394.00
Engineer's Estimate	$99,175.00

The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Co. in the amount of $113,940.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # TN-18-A1

Raised Pedestrian Crossing, Radius Improvements & Incidentals

Located near Willow Park Elementary School and West Acres Mall

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

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

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

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

Raised Pedestrian Crossing, Radius Improvements & Incidentals Improvement District # TN-18-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Willow Park Elementary					
1	Remove Pavement All Thicknesses All Types	SY	260.00	20.00	5,200.00
2	Remove Curb & Gutter	LF	125.00	14.00	1,750.00
3	F&I Pavement 10" Thick Doweled Conc	SY	245.00	115.00	28,175.00
4	F&I Class 5 Agg - 12" Thick	SY	245.00	20.00	4,900.00
5	F&I Curb & Gutter Standard (Type II)	LF	25.00	50.00	1,250.00
6	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	3,500.00	7,000.00
7	F&I Pipe 12" Dia Reinf Conc	LF	46.00	40.00	1,840.00
8	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	2,950.00	2,950.00
9	F&I Sidewalk 4" Thick Reinf Conc	SY	25.00	75.00	1,875.00
10	F&I Sidewalk 6" Thick Reinf Conc	SY	28.00	85.00	2,380.00
11	F&I Det Warn Panels Cast Iron	SF	64.00	55.00	3,520.00
12	F&I Grooved Plastic Film Message	SF	40.00	40.00	1,600.00
13	F&I Grooved Plastic Film 24" Wide	LF	72.00	38.25	2,754.00
14	F&I Flashing Beacon School Solar	EA	2.00	15,960.00	31,920.00
15	F&I Diamond Grade Cubed	SF	99.00	29.50	2,920.50
16	F&I Sign Assembly & Anchor	EA	16.00	130.00	2,080.00
17	F&I Engineering Grade	SF	7.50	23.00	172.50
18	F&I Foundation Type V	EA	2.00	785.00	1,570.00
19	Paint Epoxy Line 24" Wide	LF	348.00	16.00	5,568.00
20	Traffic Control - Type 1	LS	1.00	4,515.00	4,515.00
				Willow Park Elementary Total	113,940.00
				Total Construction in $	**113,940.00**
			Engineering	11.00 %	12,533.40
			Legal & Misc	3.00 %	3,418.20
			Contingencies	10.00 %	11,394.00
			Administration	6.00 %	6,836.40
			Interest	4.00 %	4,557.60
				Total Estimated Costs	**152,679.60**
				Special Assessments	152,679.60
				Unfunded Costs	**0.00**

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

Date: 05/16/2018

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10050
DATE: 5/16/18
NORTH DAKOTA

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 the Project as it will appear in the Contract:

Drain Improvements & Incidentals

Improvement District No. DN-18-A

Call for Bids May 21, 2018

Advertise Dates May 28 & June 4, 2018

Bid Opening Date June 27, 2018

Substantial Completion Date October 15, 2018

Final Completion Date June 15, 2019

N/A PWPEC Report **(Water Project No. WA1852)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Roger E. Kluck, P.E. C.F.M.
Phone No. 241-1537

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

DRAIN IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. DN-18-A

Nature & Scope

The project will improve the drain from Drain 27 and west to near the Sheyenne River. The project also installs the detention pond for Grayland Addition and the future development to the north to 52nd Avenue. This project is also part of a larger water supply project that will pump water from the Sheyenne River into the detention pond and improved ditch for conveyance towards a pump station near Drain 27. River water will then be pumped into Drain 27 to be carried to the Red River in times of low flow for use in providing potable water for the City of Fargo, West Fargo, Horace, and the Rural Waters.

Purpose

To convey storm water from adjoining developments and to provide conveyance of Sheyenne River water for potable water use for Fargo and the region when needed.

Feasibility

The estimated construction cost is approximately $1,505,656.75. Funding for this project will consist of Special Assessment Funds and the Water Utility. The project's cost breakout is as follows:

Total Estimated Costs to be paid by Water Utility		$1,127,824.91
	Plus Fees:	
	15% Outside Engineering	$169,173.74
	6% Administration	$67,669.49
	3% Legal & Misc.	$33,834.75
	4% Interest	$45,113.00
	Estimated Water Utility Cost	**$1,443,615.89**
Special Assessment		$377,831.84
	Plus Fees:	
	15% Outside Engineering	$56,674.78
	6% Administrative	$22,669.91
	3% Legal & Misc.	$11,334.96
	4% interest	$15,113.27
Estimated Special Assessment Cost		**$483,624.76**
Total Estimated Project Cost		**$1,927,240.65**

Project Funding Summary		
Water Utility	74.9%	$1,443,615.89
Special Assessment	25.1%	$483,624.76
Total Estimated Project Cost		**$1,927,240.65**

The project costs will be assessed as shown and as per City policy.

We believe this project to be cost effective.

Jody Bertrand, PE, CFM
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

DRAIN IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. DN-18-A

LOCATION:

The un-platted lots within the NW ¼ of Section 5 TWP 138N, Range 49 west including the un-platted lots 5218 63rd Street South and 6832 52nd Avenue South, lying north of Grayland 1st Addition, east of the Sheyenne River, South of 52nd Avenue South, and west of 63rd Street South.

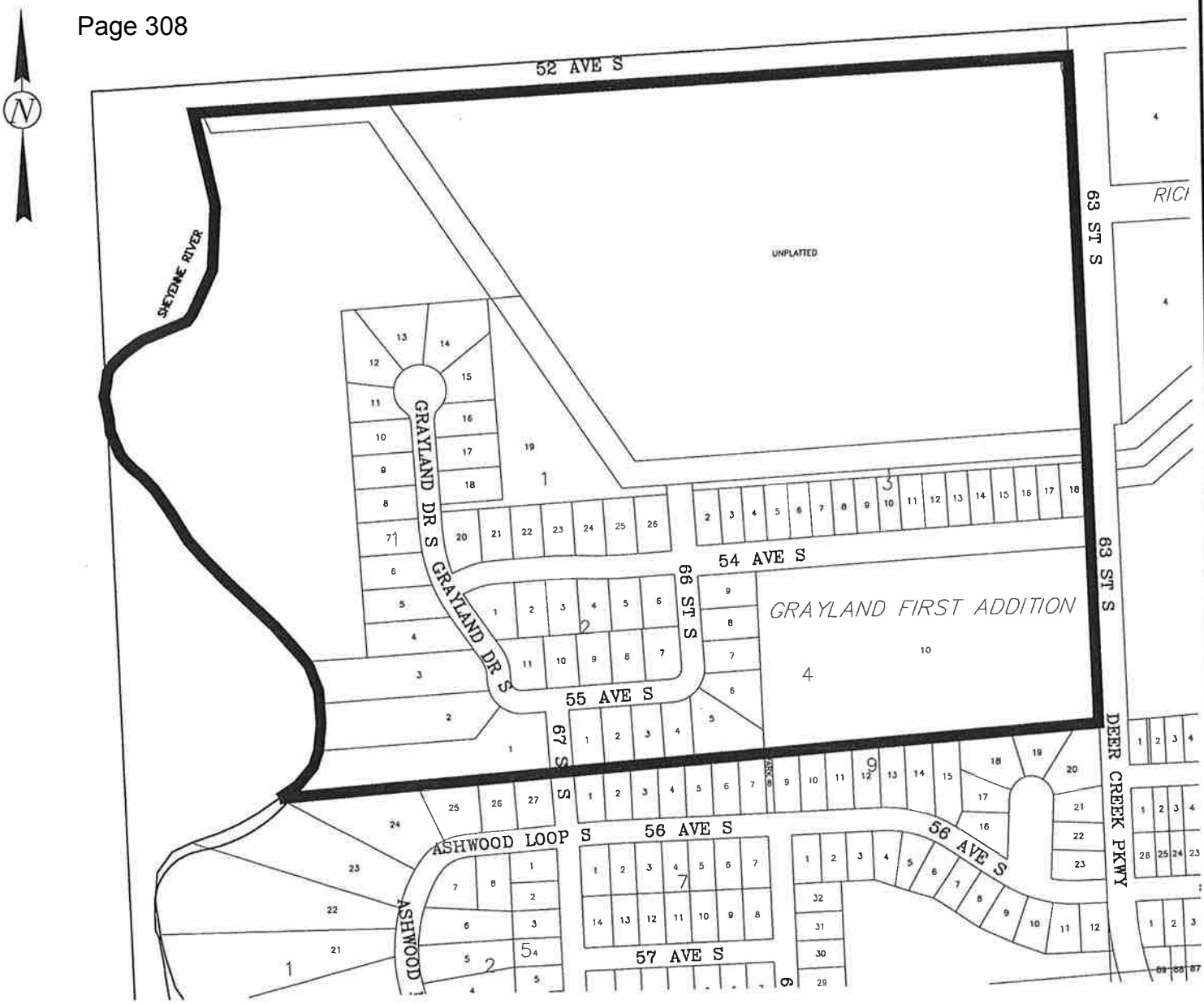
Grayland 1st Addition lying west of 63rd Street South, north of Deer Creek Addition and north of Ashwood 4th Addition, east of the Sheyenne River, and south of the unplatted lots lying in the NW ¼ of Section 5 TWP 138N, Range 49 West.

COMPRISING:

Lots 1-26, Block 1.
Lots 1-11, Block 2.
Lots 1-18, Block 3.
Lots 1-10, Block 4.
All platted within Grayland First Addition.

The un-platted lots within the NW ¼ of Section 5 TWP 138N, Range 49 west including the un-platted lots 5218 63rd Street South and 6832 52nd Avenue South Fargo, North Dakota.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

DRAIN IMPROVEMENTS
& INCIDENTALS

IMPROVEMENT DISTRICT NO. DN-18-A