

FARGO CITY COMMISSION AGENDA  
Monday, May 7, 2018 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 23, 2018).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of 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.
- 2. 2nd reading of the following Ordinances; 1st reading, 4/23/18:
  - a. Ordinance Amending Section 25-1504.3, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
  - b. Rezoning Certain Parcels of Land Lying in Timber Creek Eighth Addition.
- 3. Site Authorizations for Games of Chance:
  - a. Team Maker's Club, Inc. at Frank's Lounge (amended).
  - b. American Gold Gymnastics at The Box and Sidestreet Grille & Pub.
  - c. Jon Greenley Amvets Post #7 at Amvets.
  - d. Red River Human Services Foundation at The Northern and Fargo Elks Lodge #260.
  - e. Plains Art Museum at Blue Wolf Casino (West Acres Bowl).
- 4. Applications for Games of Chance:
  - a. Fargo Moorhead Derby Girls for a raffle on 6/9/18.
  - b. Malachi Rohrer Benefit for a raffle and raffle board on 5/18/18 (Public Spirited Resolution).
  - c. Fargo Gateway Lions for a raffle on 7/10/18.
- 5. Memorandum of Understanding with the City of Moorhead for implementation of a purchasing card program.
- 6. Memorandum of Understanding with the National Veterans Intermediary to provide funds to support the ND Cares Fargo Chapter.
- 7. Contract Agreement with Active Minds Academy to provide a breastfeeding friendly environment for their employees.
- 8. Sole Source Procurement to Twin City Garage Door for removal and installation of the loading dock interior overhead door.

9. Sole Source Procurement in the amount of \$18,525.00 to CEIA, USA for the purchase of divesting tables.
10. Acquisition of 708 4th Avenue North in exchange of 11 11th Street North.
11. Resolutions Approving the following Plats:
  - a. The Basins at 100th Addition.
  - b. The Edge Addition.
12. Change Order No. 1 for an increase of \$21,795.00 for Project No. UR-17-C1.
13. Change Order No. 10 for an increase of \$55,532.00 for Project No. FM-14-61.
14. Bid advertisement for Project No. SN-18-A.
15. Bills.
16. Amended Engineer's Report for Improvement District No. TN-18-A.
17. Agreement - Early Building Permit with West Fargo Public School District #6 and Lee Jones & Son Construction Co. for Improvement District No. BN-18-B1.
18. Contract Amendment No. 2 with Houston Engineering in the amount of \$169,583.18 for Improvement District No. BR-18-B2.
19. Bid awards for Improvement District Nos. BN-18-A1 and BR-18-G1.
20. Contracts and bonds for Improvement District Nos. AN-17-F1, BN-18-E1, BR-18-E1, BR-18-F1, BR-18-J1, NN-17-A1 and PR-18-F1.

#### **REGULAR AGENDA:**

21. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
  - a. Costs totaling \$7,127.00.
  - b. Cost totaling \$31,576.00
22. Receive and file an Ordinance Amending Section 25-1509.2, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
23. Public Hearings - 5:15 pm:
  - a. Renaissance Zone Project for Ruby Rules, LLC for a rehabilitation project located at 321 4th Street North.
24. Resolution Approving Plat of Cityscapes Business Park:
  - a. Quit Claim Deed with Bullinger Enterprises, LLLP.
25. Presentation of the Drain 27 Improvement Project.

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

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).



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Office of the City Attorney

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

May 3, 2018

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

**RE: Amendment of Tall Grass and Noxious Weed Ordinances**

Dear Commissioners:

Pursuant to your direction, I have prepared the enclosed ordinance amending various provisions in our city code that address noxious weeds, tall grass and the like. I have worked with Grant Larson from the Environmental Health Division of the Health Department regarding these changes. By way of explanation, these changes are intended to address the following:


1. Removal of 30% Presumption. It has been the experience of the Environmental Health Division that the inclusion in the ordinance of the presumed violation to exist whenever there is more than 30% of grass plants in excess of 8 inches causes more confusion and harm than good. The 30% presumptive violation was inserted into Article 11-08 in 2006. The enclosed amendments remove that language. As a result, the ordinance returns to the previous language that simply states that the grass not be allowed to exceed 8 inches in length.
2. Simplify Enforcement on Prior Offenders. The amendment to Section 11-0819 will authorize Environmental Health to send a single notice in the spring of each year to those property owners who were offenders in the prior summer. The single letter will consist of a notice of the prior violation and a standing order that the property owner or occupant is required to maintain the appropriate grass length throughout the summer and, if Environmental Health identifies a violation during the period of the standing order, then Environmental Health will simply order the property to be mowed and the appropriate charge levied for such mowing. This change is intended to simplify the enforcement process.
3. Costs of Administration. The Environmental Health Division finds that the administrative burden of enforcing the tall grass and noxious weed ordinances is significant—it is not limited to merely the charge for mowing the offending property. Quite rightly, the cost associated with the abatement of the tall grass and noxious weed nuisance includes a significant amount of administrative time. This amendment will authorize those costs to be quantified and approved by resolution of the board of city



commissioners so that those costs can be assessed against the property along with the actual mowing fees.

**SUGGEST MOTION:** I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of An Ordinance Amending Sections 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.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erik R. Johnson', written over a horizontal line.

Erik R. Johnson

ERJ/lmw

Enclosure

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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.

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

Section 5. Amendment.

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

14 11-0821. Penalties for violation.--Any person, firm, company, or corporation violating any  
15 provision in article 11-08, other than section 11-0814, shall upon conviction, be punished by a fine  
16 not to exceed ~~\$500~~\$1000, with the court having such power and discretion to suspend such fine and  
17 to revoke suspension thereof. Each day any person, firm, company, or corporation shall violate the  
18 provisions of this article shall constitute a separate offense.

Section 6. Penalty.

19 A person who willfully violates this ordinance is guilty of an infraction. Every person,  
20 firm or corporation violating an ordinance which is punishable as an infraction shall be punished  
21 by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke  
22 the suspension thereof.  
23

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FARGO, NORTH DAKOTA

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

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:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2a

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

AN ORDINANCE AMENDING SECTION 25-1504.3, 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 25-1504.3 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is  
hereby amended to read as follows:

Mandatory Meeting.--In addition to the requirements of Articles 25-1504, 25-1504.1  
and 25-1504.2, the licensee, through its owner or manager, shall attend an alcohol  
license renewal meeting conducted by the city as part of the license renewal process.  
City will schedule sufficient one-hour meetings prior to the renewal date to  
accommodate licensees. Failure to attend the regularly scheduled meeting without  
good cause and prior notice to the city auditor, in the city auditor's discretion, shall  
result in the licensee incurring a \$500 monetary fee, and required attendance at a  
subsequent meeting to be held following the next regularly scheduled Liquor Control  
Board meeting. If licensee fails to attend the subsequent meeting, licensee shall be  
assessed an additional monetary fee of \$500. Licensee shall then be afforded the

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opportunity to view a recording of one of the foregoing meetings, in advance of the license renewal date. Failure to timely comply with all mandatory meeting requirements shall result in non-renewal.

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:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

26

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

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
2 LYING IN TIMBER CREEK EIGHTH ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in the proposed Timber Creek Eighth Addition to the City of Fargo, Cass  
7 County, North Dakota; and,

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

10 WHEREAS, the rezoning changes were approved by the City Commission on April 23,  
11 2018,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lots One (1) and Two (2), Block One (1) of Timber Creek Eighth Addition to the  
16 City of Fargo, Cass County, North Dakota;

17 that is currently zoned as a "GC", General Commercial, District with a "C-O", Conditional Overlay  
18 will hereby retain the "GC", General Commercial, District zoning and the "C-O", Conditional  
19 Overlay is repealed and re-established to read as follows:

- 20 1. Uses:
- 21 a. Within the Use Category for Retail Sales/Service and Office,  
22 sales and leasing of consumer vehicles including passenger vehicles,  
23 light/medium trucks and other recreational vehicles that includes outdoor  
storage/display/sales are prohibited.
  - b. Detention Facilities
  - c. Adult Entertainment Center

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- d. Self-Service Storage
- e. Vehicle Repair (excluding tire sales)
- f. Industrial Service
- g. Manufacturing and Production
- h. Warehouse and Freight Movement - (excluding furniture/appliance stores)
- i. Wholesale Sales
- j. Aviation/Surface Transportation

2. Design Standards: The following design standards are intended to provide an improved aesthetic quality to commercial development.

a. Height: Shall be restricted to a maximum height of 35 feet.

b. Building Massing:

- i. All buildings shall have architectural interest and variety to avoid the effect of a single, long or massive wall; buildings shall include variation in size and shape.
- ii. All building façades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections, recesses or articulations having a depth of at least 3% of the length of the façade, and extending a minimum of 20% of the length of the façade. Any articulation shall emphasize elements on the face of a wall which may include materials, roof pitch or structure height.
- iii. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than 50% of its horizontal length. Any multi-dwelling structures shall be exempt from this provision.
- iv. Four-sided Design – All building façades shall be designed with a similar level of design detail, respective to building massing and building materials.
  - a. If storage/display/sales areas at the rear or back of building (i.e. lumber yard) associated with a permitted use are visible from public right-of-way (at-grade), said areas and corresponding structures (if any) shall be buffered with additional trees. At minimum, 1 tree per 50 lineal feet shall be planted with a 2-inch minimum caliper.

c. Building Materials:

- i. All walls shall be constructed or clad with natural stone, synthetic

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stone, brick, stucco, exterior insulation finishing system, fiber cement, curtain walls, glass, high quality pre-stressed concrete systems, architectural metal panels or any similar high quality material as may be approved by the Zoning Administrator. All materials shall be durable and have a multi-generational life span.

- ii. Prohibited materials shall specifically include metal wall panels that exceed 25% of the building elevation, steel siding that exceeds 25% of the building elevation, painted concrete masonry units, full ceramic tile walls, highly reflective wall treatments, exposed neon or color tubing that is not used in an accent capacity or un-textured concrete, untreated concrete masonry unit or plain/un-textured precast concrete panels; unless otherwise approved by the Zoning Administrator

d. Screening / Dumpsters, Outdoor Storage Areas and Loading Areas:

- i. Dumpsters and storage areas shall be screened (minimum opacity of 50%) and shall be completely screened from any property within an SR or MR zoning district. Screening shall occur by use of buildings, fences, walls, berms or landscape buffers. Dumpster and trash enclosures shall contain permanent walls on three (3) sides and the service opening shall not face any public right-of-way or residentially-zoned property. All permanent walls shall be clad with the same materials as used for the principle building or clad with another high quality building material consistent with subparagraph (c) above. Metal gates shall be used to visually screen the collection area.
- ii. Loading or service areas/facilities shall be located at the side or rear of buildings and screened from public view by structures and/or landscaping, with a minimum opacity of 50%. All structures or walls shall be clad with the same materials as used for the principle building or clad with another high quality material consistent with subparagraph (c) above
- iii. Adjacent properties shall combine collection areas, as feasible.
- iv. Setbacks for dumpsters and storage areas shall be 20 feet.

e. Screening / Mechanical, Ground Level and Rooftop Equipment:

- i. Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view. Parapets at any point shall not exceed 1/3 of the height of the supporting wall and shall not be at a constant height for a distance greater than 100 feet.
- ii. All ground level HVAC units and utility boxes shall be screened from view by

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FARGO, NORTH DAKOTA

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a structure and/or landscaping.

f. Parking Lots / Screening, Landscaping:

- i. A minimum of ten percent (10%) of the internal surface area of surface parking lots shall be landscaped.
- ii. Parking lot perimeter landscaping buffers are required for any off-street parking area on any side that is adjacent to an SR zoning district. The minimum buffer shall be 10 feet and may include a combination of trees, shrubs, decorative fence, landscaped berms or other materials or techniques to be approved by the Zoning Administrator. Vegetative buffers shall, at minimum, provide a similar level of buffering as compared with either a Type A or Type B buffer as contemplated under §20-0704 of the Land Development Code. Trees shall be a minimum of 2-inch caliper.

g. Landscape Buffer, Other:

- i. As dedicated by separate instrument, a 50 foot landscape easement will be provided on the south side of 36<sup>th</sup> Street from (approximately) the private roadway opening to the western extent of the Timber Creek First Addition plat. The developer shall be required to submit a landscape plan for this easement area which shall include a combination of trees and landscaped berms; and the overall landscape plan shall be approved by the Zoning Administrator. The developer intends this buffer to provide a high quality transition between residential and commercial properties while also providing an added aesthetic element to the development. If, in the opinion of the Zoning Administrator, the proposed landscape plan meets the intended objective and is reflective of high quality design and materials; the requirement for landscaping internal to parking lots as contemplated under subparagraph 2.(f)(ii), above, shall be reduced to 5%. The landscaping plan shall be implemented within the easement area within 12 months following issuance of any building permit. Trees shall be a minimum of 2-inch caliper.

h. Landscaping and Street Tree Installation / Maintenance:

- i. All landscaping, buffers and street trees shall be in place and healthy within 12 months following issuance of any building permit.

i. Operational Requirements / Lighting:

- i. All site development light sources shall be concealed and or shielded with

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luminaires with cut-offs with an angle not exceeding 90 degrees to minimize the potential for glare and unnecessary diffusion of on adjacent property. In no circumstance shall exterior lighting add any footcandle illumination within the right-of-way.

j. Signage:

- i. Off-premise Signs and digital billboards shall be prohibited.
- ii. Unless otherwise specified above, all other provisions within the Sign Code shall remain in full force and effect.

k. Residential Protection Standards:

- i. Residential Protection Standards shall remain in full force and effect, including applicability to pursuant to §20-0704 of the Land Development Code, unless requirements or standards within this Ordinance are determined to be more restrictive.

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

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

(SEAL)

Attest:

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

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

First Reading:  
Second Reading:  
Final Passage:



**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (07/2016)  
**AMENDED**

3a

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 <b>Frank's Lounge</b>			
Street <b>2640 52nd Ave. S.</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>5/7/18</b>	Ending Date(s) Authorized <b>6/30/18</b>	Number of twenty-one tables if zero, enter "0": <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Entire lounge area and patio, excluding any bathrooms and entryways</b>			
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)

- |  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo                              | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools                 |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One        |
| <input checked="" type="checkbox"/> Raffles                            | <input type="checkbox"/> Seal Board                    | <input checked="" type="checkbox"/> Poker             |
| <input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle     | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                    |
| <input checked="" type="checkbox"/> Pull Tab Jar                       | <input type="checkbox"/> Prize Board                   | <input type="checkbox"/> Paddlewheels with Tickets    |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device         | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |

**APPROVALS**

Attorney General	Date
Signature of City/County Auditor	Date <b>5/7/18</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steve Sprague/City Auditor</b>	

**INSTRUCTIONS:**

1. City/County Auditors - Retain a **copy** of the Site Authorization for your files.
2. City/County Auditors - 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





**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

36

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

Full, Legal Name of Gaming Organization **American Gold Gymnastics, 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 <b>The Box</b>			
Street <b>1025 38th St SW</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>2</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Games played in the entire bar area, excluding restrooms.</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known <b>Daily</b>			

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
<b>ACTIVITY TO BE CONDUCTED</b> Please check all applicable games to be conducted at site (required)	
<input type="checkbox"/> Bingo <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo <input checked="" type="checkbox"/> Raffles <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle <input checked="" type="checkbox"/> Pull Tab Jar <input type="checkbox"/> Pull Tab Dispensing Device <input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device	<input type="checkbox"/> Club Special <input type="checkbox"/> Tip Board <input type="checkbox"/> Seal Board <input type="checkbox"/> Punchboard <input type="checkbox"/> Prize Board <input type="checkbox"/> Prize Board Dispensing Device <input type="checkbox"/> Sports Pools <input checked="" type="checkbox"/> Twenty-One <input type="checkbox"/> Poker <input type="checkbox"/> Calcuttas <input type="checkbox"/> Paddlewheels with Tickets <input checked="" type="checkbox"/> Paddlewheel Table

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date
<b>PRINT</b> Name and official position of person signing on behalf of city/county above	
<b>Steven Sprague/City Auditor</b>	

**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



**GAMING SITE AUTHORIZATION**  
**OFFICE OF ATTORNEY GENERAL**  
 SFN 17996 (02/2018)

36

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

Full, Legal Name of Gaming Organization **American Gold Gymnastics, 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 <b>SideStreet Grille &amp; Pub</b>			
Street <b>404 4th Ave N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>		Number of twenty-one tables if zero, enter "0": <b>1</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Games played in the entire bar, excluding the restrooms.</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known <b>March 20, 2019</b>			

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/7/18</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

30

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

Full, Legal Name of Gaming Organization **Jon Greenley Amvets Post # 7**

**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 <b>Amvets</b>			
Street <b>1001 1st Ave S.</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>West Wall - Where Alcohol can be Served</b>			
If conducting <b>Raffle</b> or <b>Poker</b> 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/7/18</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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



**GAMING SITE AUTHORIZATION**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (02/2018)

3d

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

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

**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 <b>The Northern</b>			
Street <b>325 10th St. N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>		Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>3</b>
Specific location where games of chance will be conducted and played at the site (required) <b>SW area of bombshelter - northern area of main bar. gaming area is the entire bar</b>			
If conducting <b>Raffle</b> or <b>Poker</b> 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/7/18</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

**INSTRUCTIONS:**

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**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

3d

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

Full, Legal Name of Gaming Organization **Red River Human Services Foundation**

**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 <b>Fargo Elks Lodge #260</b>			
Street <b>3435 North Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>		Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>0</b>
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>Gaming Area is the entire bar (except restrooms/office/storage areas)</b>			
If conducting <b>Raffle</b> or <b>Poker</b> 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)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/7/18</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

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**GAMING SITE AUTHORIZATION**  
OFFICE OF ATTORNEY GENERAL  
SFN 17996 (02/2018)

36

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 <b>BLUE WOLF CASINO - (West Acres Bowl)</b>			
Street <b>3402 Interstate Blvd. S.</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/18</b>	Ending Date(s) Authorized <b>6/30/19</b>	Number of twenty-one tables if zero, enter "0": <b>6</b>	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) <b>ENTIRE FACILITY - excluding restrooms and office areas.</b>			
If conducting <b>Raffle</b> or <b>Poker</b> activity provide date(s) or month(s) of event(s) if known <b>Poker - Date to be Determined.</b>			

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**ACTIVITY TO BE CONDUCTED** Please check all applicable games to be conducted at site (required)

<input checked="" type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input checked="" type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input checked="" type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input checked="" type="checkbox"/> Punchboard	<input checked="" type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input checked="" type="checkbox"/> Prize Board	<input checked="" type="checkbox"/> Paddlewheels with Tickets
<input checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input checked="" type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/7/18</b>
<b>PRINT</b> Name and official position of person signing on behalf of city/county above <b>Steven Sprague/City Auditor</b>	

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600 E Boulevard Ave, Dept. 125  
Bismarck, ND 58505-0040  
Telephone: 701-328-2329 **OR** 800-326-9240



**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

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

Name of Non-profit Organization Fargo Moorhead Derby Girls		Date(s) of Activity 6/9/2018 to 6/9/2018		For a raffle, provide drawing date(s): 6/9/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Elizabeth Mieke		Title Treasurer		Business Phone Number (218) 979-9303	
Business Address 3302 Interstate Blvd		City Fargo		State ND	Zip Code 58103-0000
Mailing Address (If different) Po Box 10644		City Fargo		State ND	Zip Code 58106-0000
Name of Site Where Game(s) will be Conducted Southwest Hockey Arena		Site Address 4404 23rd Ave Sw			
City Fargo		State ND	Zip Code 58103-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

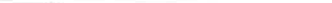
**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**[illegible]

**Intended uses of gaming proceeds:** Given to the charity "NEW Leadership Development Institue".

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: \$ 686.50. This amount is part of the total prize limit of \$12,000 per year.

Signature of Organization's Top Executive Official 	Date 4/25/2018	Title Treasurer	Business Phone Number (218) 979-9303
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2016)

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

Name of Non-profit Organization <b>Malachi Rohrer Benefit</b>		Date(s) of Activity <b>May 18, 2018</b>		For a raffle, provide drawing date(s): <b>May 18, 2018</b>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <b>Michele Stein</b>		Title <b>Organizer</b>		Business Phone Number <b>218-790-0607</b>	
Business Address <b>914 46th Ave S Unit 8</b>		City <b>Moorhead</b>		State <b>MN</b>	Zip Code <b>56560</b>
Mailing Address (if different) <b>Same as Business address</b>		City		State	Zip Code
Name of Site Where Game(s) will be Conducted <b>El Zagal</b>		Site Address <b>1429 3rd St N</b>			
City <b>Fargo</b>		State <b>ND</b>	Zip Code <b>58102</b>	County <b>Cass</b>	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

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

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
RAFFLE BOARD	LIQUOR WAGON	650.00	DOUBLE RAFFLE TICKET SALE	COURTYARD MARRIOTT 3 NITE STAY	340.00
DOUBLE RAFFLE TICKET SALE	AMATHYST DIAMOND NECKLACE	600.00	DOUBLE RAFFLE TICKET SALE	SIGNED NDSU FOOTBALL	120.00
DOUBLE RAFFLE TICKET SALE	MICHAEL KORS PURSE	248.00	DOUBLE RAFFLE TICKET SALE	BUFFALO PAINTING	300.00
DOUBLE RAFFLE TICKET SALE	WEST ACRES GIFT CARD	100.00	DOUBLE RAFFLE TICKET SALE	MOONDANCE JAM TIX	780.00
DOUBLE RAFFLE TICKET SALE	FARGO FORCE, JERSEY AND TICKETS	200.00	Double Raffle Ticket Sale	Meat Raffle	500.00
DOUBLE RAFFLE TICKET SALE	JOHN AND WAYNE GIFT CARD	100.00			
DOUBLE RAFFLE TICKET SALE	REJUVE	200.00			
DOUBLE RAFFLE TICKET SALE	BLUSHED BEAUTY MICRODERM AND TANNING	225.00			
DOUBLE RAFFLE TICKET SALE	MATT CULLEN JERSEY	125.00			
Total:					(Limit \$12,000 per year) <b>\$ 4488.00</b>

**Intended uses of gaming proceeds:** In Charge of finances, Michele Stein, Shayla Wirries, Sue Anderson

This fundraiser will benefit Malachi Rohrer and his family with medical expenses and future accommodations.

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. **NA**

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. **NA**

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. **NA**

Signature of Organization's Top Executive Official 	Date <b>5-2-2018</b>	Title <b>Organizer</b>	Business Phone Number <b>218-790-0607</b>
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**APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT**  
 OFFICE OF ATTORNEY GENERAL  
 SFN 9338 (08/2016)

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

Name of Non-profit Organization: FARGO GATEWAY LIONS Date(s) of Activity: July 10 to July 10 For a raffle, provide drawing date(s):  
 Person Responsible for the Gaming Operation and Disbursement of Net Income: Darrell Costain Title: Gaming Chair Business Phone Number:  
 Business Address: 527 Kingston Place City: West Fargo State: ND Zip Code: 58078  
 Mailing Address (if different): City: State: Zip Code:  
 Name of Site Where Game(s) will be Conducted: Fargo Civic Center Site Address: 207 4th 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 ☒ 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	Game Type	Description of Prize	Retail Value of Prize
50-50	Cash winner gets 1/2 of Sales	\$250 est			
			Total: (Limit \$12,000 per year) \$ <u>250.00</u>		

Intended uses of gaming proceeds: In conjunction with Lions All Star Basketball games held the same day. Proceeds go to local charities

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

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

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

Signature of Organization's Top Executive Official: Darrell Costain Date: 5-3-2018 Title: Gaming Chair Business Phone Number: 701-730-4515

5

## Finance Office

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

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE** *Ksc*  
**RE: PCARD PROGRAM AGREEMENT WITH THE CITY OF MOORHEAD**  
**DATE: MAY 1, 2018**

The City of Fargo has been managing a purchasing card program for the past several years. This allows us to make vendor payments by credit card and receive volume rebate revenue each year.

The City of Moorhead will be initiating a purchasing card program this year and would like to leverage the success of the City of Fargo's program to achieve maximum efficiency and level of rebate revenue.

Your review and approval of a memorandum of understanding relating to their purchasing card program is requested. The Finance Committee endorses sharing of information and business strategies to help other communities.

### **Suggested Motion:**

Approve a memorandum of understanding with the City of Moorhead for their implementation of a purchasing card program.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (hereinafter referred to as the “Effective Date”) by and between the City of Moorhead, a political subdivision of the state of Minnesota, 500 Center Avenue, Moorhead, MN 56561-0779 (hereinafter referred to as “Moorhead”), and the City of Fargo, a political subdivision of the State of North Dakota, 200 3rd Street North, Fargo, ND 58102 (hereinafter referred to as “Fargo”).

### RECITALS

WHEREAS, the Government Finance Officer Association (“GFOA”) recommends that governmental units consider implementation of a purchasing card program as a best business practice; and

WHEREAS, Moorhead desires to implement a purchasing card (“PCard”) program in Moorhead (the “PCard Program”) to increase administrative efficiency and to grow a new revenue stream by using the PCard Program for all of its departments; and

WHEREAS, Fargo has been operating a PCard program with PFM Financial Services, LLC since 2012 and can provide detailed implementation information and program administration guidance to implement the PCard Program; and

WHEREAS, PCard rebates are typically based upon purchasing volumes attained by each governmental unit and are progressive in nature; and

WHEREAS, Fargo achieved approximately \$20,000,000 in its PCard program purchasing volume for the fiscal year of 2016-2017 and the City of Fargo is willing to offer Moorhead a commensurate rebate based upon a combined level of purchasing; and

WHEREAS, Moorhead has established a PCard purchasing goal of \$7,000,000 per year that would produce rebate revenue of \$105,000; and

WHEREAS, it is mutually beneficial for the parties to cooperate in the PCard Program to maximize its rebate revenues and to adopt a GFOA best business practice; and

WHEREAS, the parties agree to enter into this Memorandum of Understanding to govern the parties’ cooperation in the implementation of PCard Program.

NOW, THEREFORE, in consideration of the mutual agreements contained in this Memorandum of Understanding, and other valuable consideration, the receipt and sufficiency of which the parties acknowledge, Fargo and Moorhead agree as follows:

## AGREEMENT

1. PCard Program. The parties agree to take the following actions regarding the implementation the PCard Program:

a. Moorhead shall be responsible for establishing the PCard Program, developing reasonable protocols and regulations regarding its implementation, and developing any technical protocols and regulations regarding its use or refinement.

b. Moorhead will coordinate directly with PFM Financial Services, LLC to implement the PCard Program.

c. The parties agree to comply with all reasonable requests for documentation and expertise within a reasonable time.

d. The parties agree to send employees, contractors, or assignees, whichever may be reasonable under the circumstances, to meet with the other party for purposes of coordination and implementation of the PCard Program or for any other purpose under this Memorandum of Understanding.

2. Costs of PCard Program Implementation. Moorhead agrees to bear all costs of the PCard Program implementation, and to hold Fargo harmless from any such costs, except to the extent provided for in this Memorandum of Understanding. Explicitly excluded from this obligation are any costs incurred by Fargo or its employees, contractors, or assignees, incurred in the ordinary course of business. These include, but are not limited to, wages or other employment compensation paid to Fargo employees or contractors who are performing Fargo's obligations under this Memorandum of Understanding.

3. Term. The Term of this Memorandum of Understanding shall be from the Effective Date until December 31, 2021. The parties may agree terminate this Memorandum of Understanding at an earlier date with prior written consent signed by both parties.

4. Indemnity. Neither party shall be liable to the other party for any claims, demands, liabilities, causes of action, penalties losses, costs, damages and expenses, including reasonable investigation and attorneys' fees and expenses and court costs, that may arise against or incurred by the other party in any way related to, caused by, or arising out of or in connection with this Memorandum of Understanding, except where such was caused by wrongful acts or omissions of the other party, its agents, or employees. This provision shall survive the Term of this Memorandum of Understanding.

5. Liability. Under no circumstances shall either party be required to indemnify the other party to an extent greater than the statutory damages cap for municipal subdivisions in their respective states, irrespective of the extent of its liability or whether it may have waived any applicable statutory limit on damages. The limits of liability for some or all of the parties may not be added or stacked together to determine a maximum amount of liability for each party.

6. General Provisions. The parties agree to the following provisions:

a. Good Faith and Fair Dealing. The parties affirmatively represent that they are entering into this Memorandum of Understanding in good faith, complete cooperation, due diligence, and honesty, and with the full and complete intention to uphold the provisions of this Memorandum of Understanding. The parties agree to deal fairly and cooperate with the other party regarding the purpose of this Memorandum of Understanding. The parties must perform their obligations under this Memorandum of Understanding with reasonable skill and diligence and may not intentionally interfere with or prevent the other party's performance of its obligations under this Memorandum of Understanding.

b. Time of Essence. The parties agree that time shall be of the essence in the performance of their obligations under this Memorandum of Understanding and of implementation and execution of the PCard Program.

c. No Assignment. Neither party may assign or transfer their rights or obligations under this Memorandum of Understanding without the other party's prior written consent.

d. Modification. No modification, amendment, or waiver of the terms and conditions of this Memorandum of Understanding shall be binding upon either party unless approved in writing and signed by an authorized representative of both parties.

e. Mediation. The parties agree that they will seek to resolve any dispute arising under or in connection with this Memorandum of Understanding through cooperation and informal mediation before instigating or filing any legal or equitable cause of action. The parties will split the costs of mediation.

f. Choice of Law and Forum. This Memorandum of Understanding is a Minnesota contract which shall be governed by and construed in accordance with the laws of the State of Minnesota. Any action or proceeding arising from or relating to this Memorandum of Understanding shall be venued in the appropriate Minnesota court having jurisdiction located in Clay County, Minnesota.

g. No Third Party Beneficiaries. This Memorandum of Understanding is solely for the benefit of the parties hereto and their respective successors and assigns and shall not be deemed to confer upon third parties any remedy, claim, liability, or reimbursement, claim of action, or other right.

h. Representations. Each of the parties hereto represents and warrants to the other that the party executing this Memorandum of Understanding has the authority to do so knowing that each of the other parties to this Memorandum of Understanding are acting in reliance upon such representation. The provisions of this section shall survive the termination of this Memorandum of Understanding.

i. Notices. Any notice, demand, request, payment, or other communication which any party hereto maybe required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if sent to the addresses set forth below:

Notice to Moorhead:

City Manager's Office  
City of Moorhead  
P.O. Box 779  
Moorhead, Minnesota 56561

Notice to Fargo:

---

City Auditor  
200 3rd Street North  
Fargo, ND 58102 N

j. Merger. Except as provided for above, this Memorandum of Understanding shall constitute the entire agreement between the parties. This Memorandum of Understanding supersedes all previous agreements between the parties relating to the subject matter of this Memorandum of Understanding and incorporates all previous negotiations and consents given by the parties relating to the subject matter of this Memorandum of Understanding. The existence of this Memorandum of Understanding does not preclude the parties from entering into further agreements regarding the subject matter of this Memorandum of Understanding.

k. Severability. Any provision of this Memorandum of Understanding that is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

l. Captions. The captions in this Memorandum of Understanding are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Memorandum of Understanding. They shall not be interpreted as part of this Memorandum of Understanding.

m. Interpretation. This Memorandum of Understanding shall be interpreted so as to enforce its purpose and the parties' mutual intentions to the fullest extent allowable under law and equity.

n. Numbers and Gender. Except when otherwise indicated by the context or by definition, masculine terms used in this Memorandum of Understanding shall include feminine and neuter, and vice versa, and singular terms shall include the plural, and vice versa.

o. Additional Action. The parties agree to promptly execute and deliver to each other any further documentation and any further action required or requested in order to more effectively carry out the intent and purpose of this Memorandum of Understanding .

p. Mutuality. All terms, agreements, and covenants in this Memorandum of Understanding are mutual and dependent.

q. Binding Effect. This Memorandum of Understanding shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

r. Execution in Counterparts. This Memorandum of Understanding may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Memorandum of Understanding shall not be effective until a counterpart has been signed by each party to be bound by it. Signatures provided by electronic transmission or facsimile shall be deemed as valid as original signatures.

**[Signatures appear on the following pages.]**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding under on the date first written above.

**CITY OF FARGO, NORTH DAKOTA**  
**a municipal corporation**

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

ATTEST:

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, the Mayor and Auditor of the City of Fargo, 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.

(SEAL)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota



**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Understanding under on the date first written above.

**CITY OF MOORHEAD, MINNESOTA**  
**a municipal corporation**

By: \_\_\_\_\_  
Del Rae Williams, Mayor

ATTEST:

\_\_\_\_\_  
Christina M. Volkers, City Manager

STATE OF MINNESOTA                    )  
  ) ss.  
COUNTY OF CLAY                        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, a notary public in and for said county and state, personally appeared Del Rae Williams and Christina M. Volkers, the Mayor and City Manager of the City of Moorhead, 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.

(SEAL)

\_\_\_\_\_  
Notary Public  
Clay County, Minnesota

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
NATIONAL VETERANS INTERMEDIARY  
AND  
CITY OF FARGO**



The National Veterans Intermediary, hereinafter referred to as the NVI, hereby enters into an agreement with the City of Fargo, hereinafter referred to as COF. The purpose of the agreement is to provide \$2,000 in collaboration funds to support the Fargo ND Cares Chapter.

**AGREEMENT**

1. The COF will:
  - a. Be responsible for the completing the NVI community commitment form and survey as well as receive the collaborative funding.
2. The NVI will:
  - a. Provide any assistance to fill out the required NVI information associated with the funding as well as provide the funding upon completion of the required information.
3. Terms:

The NVI will honor the City of Fargo with a onetime amount of \$2,000 in collaboration funds based on the NVI Community Collaboration Commitment with the Fargo ND Care Chapter for Veteran Services in the City of Fargo.

**CITY OF FARGO**

**NATIONAL VETERANS INTERMEDIARY**

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

\_\_\_\_\_  
NVI DIRECTIOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN FARGO ND CARES

\_\_\_\_\_  
DATE

# NATIONAL VETERANS INTERMEDIARY



## Community Collaboration Commitment

### National Veterans Intermediary (NVI)

The network of Veteran services is complex, fragmented and lonely to navigate. Access and outcomes are highly variable across and within communities. But by collaborating, Veteran stakeholders can work together more effectively and efficiently to increase impact.

As < *Backbone Leader(s)* > of the < *Name of Community and State* >, we **commit** to accelerate the pace of change for Veterans in our community and we will begin by pledging to do the following:

**ACT** in alignment with collaboration principles, guided by the following tenets:

- **Include** community members in the collaborative effort and work together to develop and refine a common agenda that includes problems, goals and guiding principles
- **Recruit** cross-sector partners and cultivate leaders with unique system leadership skills
- **Build** a culture that fosters relationships, trust and respect
- **Use** data to continuously learn, adapt and improve and to inform strategy and learning
- **Focus** on program and system strategies; define and track progress using agreed-upon indicators and customize for local context

**PROVIDE** collaborative leadership to our community through the following actions:

- **Identify** as the designated backbone of a Veterans collaborative<sup>1</sup> in < *our community* > and allow NVI to publicly recognize us as such
- **Designate** a fiscal agent to receive and make use of NVI collaboration funds, to be distributed after the community self-assessment survey has been completed
- **Serve** as the vocal champion for military and Veteran residents and for our community collaboration and impact
- **Collect and disseminate** data and information about the contributions Veterans make to our community and to the growing network of NVI communities
- **Connect** service providers and funders to ensure greater coordination and efficacy

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<sup>1</sup> Definition from CNAS Paper: A Continuum of Collaboration: Collaborative. When used as a noun (e.g., “the Los Angeles collaborative”), this generic term suggests some collective organization, whether formal or informal, whose purpose is to better serve Veterans through some level of communication, coordination, and collaborative activity. An organization need not have its own legal entity nor funding to qualify as a collaborative for purposes of this paper. Further, we distinguish collaborative (the noun) from collaborative (the adjective) and collaborate (the verb), with the latter two terms meant to describe types of activity engaged in by organizations, agencies, and individuals within a broader ecosystem of service at the community, regional, state or federal level.



## Community Collaboration Commitment

### National Veterans Intermediary (NVI)

**REINFORCE** the strength of all NVI community collaboratives across the country by playing an active role in the following:

- **Interact** with NVI on strategy, community engagement and shared measurement
- **Contribute to** the development of NVI capabilities by participating in convenings and interviews to share feedback on the utility and value of NVI support for our community. NVI support includes: *Collaboration Funding, Veteran Ecosystem Data, Learning and Sharing Platform, Opportunities for Public Private Partnerships*
- **Complete** an NVI Community Collaborative Survey
- **Participate** in NVI meetings (1-2 per year) and come prepared for engaged discussion, active listening and respectful dialogue to support efforts above

#### Organization Leader:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Organization: \_\_\_\_\_

<Organization Leader (as applicable)>:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Organization: \_\_\_\_\_

#### Designated Fiscal Agent (for receipt and accounting of NVI collaboration funds)

*This may be the same as the Backbone Organization or any other agent able to receive and account for funds.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Organization: \_\_\_\_\_

**NOTE:** The Designated Fiscal Agent should be able to accept NVI Collaboration Funding in the amount of \$2,000 with no legal restraint.



Community Collaboration Commitment

National Veterans Intermediary (NVI)

NVI: internal use only/not for dissemination without permission



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

(7)

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

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

**DATE: MAY 3, 2018**

**RE0: AGREEMENT FOR SERVICES WITH ACTIVE MINDS**  
**ACADEMY FOR \$500.00**

The attached agreement for services is for breastfeeding friendly environment support for Active Minds Academy.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the contract agreement with Active Minds Academy.

RR/LA  
Enclosure

## CONTRACT AGREEMENT

**THIS AGREEMENT**, effective the 1<sup>st</sup> day of May 2018, by and between Fargo Cass Public Health ("FCPH"); and Active Minds Academy (Grant Partner).

**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 5/2/18

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

Date \_\_\_\_\_

**GRANT PARTNER - ACTIVE MINDS ACADEMY**

By Melissa Burk  
Melissa Burk  
Director

Date 05/01/18



May 1, 2018

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of the sole-source procurement of the agreement between FARGODOME and Twin City Garage Door to demolish/remove the existing 27'7" x 16'6" Cookson interior overhead door located in the FARGODOME loading dock and replace with a new Cookson overhead door to fit the space.

The original door was manufactured by Cookson and Twin City Garage Door is the authorized dealer for Cookson in the Fargo area. The need to replace the door with the same manufacture is because the operating mechanism for the door is located in a very confined space in the ceiling of the loading dock. When initially installed in 1992, some areas of the wall above the loading dock were removed to allow for installation of, and working space, for the operating mechanism. Since the door will be manufactured by the same company, the operating mechanism will be located in the same position and certain other operating parts will be able to be re-used. As Twin City Garage Door is the authorized dealer of this brand, it allows for local service should anything be needed with regards to the door.

The budget dollars for this project have been re-allocated from within the existing FARGODOME Capital Budget that has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

At their April 2018 meetings, the Fargo Dome Authority and their Finance/Building Committees approved the motion to approve the Sole Source Provider procurement method for this project.

Requested Motion: To approve the Sole Source Procurement request from the Fargo Dome Authority for the project relating to the removal and installation of the loading dock interior overhead door using door manufacturer Cookson and Twin City Garage Door to perform the removal of the existing door and installation of the new door.

Thank you for your consideration of this matter.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Rob Sobolik", is written over the "Very truly yours," text.

Rob Sobolik  
General Manager, FARGODOME





Twin City Garage Door  
324 Main Ave E  
Fargo, ND 58078

April 10, 2018

To: Kevin Gustman

**Re: Cookson Authorized Dealer**

This letter is to confirm that Twin City Garage Door, Fargo is the authorized dealer in this market. TCGD is also in good standing with Cookson and we have a high degree of confidence in their technicians that perform installations.

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in blue ink, which appears to read "Mark Erichsrud".

Mark Erichsrud  
Upper Midwest Regional Manager

**CORPORATE OFFICE**  
24 Elmwood Avenue  
Mountain Top, PA 18707  
P (800) 233-8366

**WEST COAST OFFICE**  
1901 South Litchfield Road  
Goodyear, AZ 85338  
P (800) 294-4358

**MOTOR SPECIFICATIONS:**  
3/4 HP motor operator, UL listed. Operator includes TENV motor removable without resetting of limit switches. UL listed thermal overload protection, electric brake and rotary limit switches. Transformer with 24 volt control secondary; all components pre wired to terminal block.

**CURRENT CHARACTERISTICS:**

120 V 1 PH 60 HZ  
Electrical current must be verified in writing before job is released for manufacture, current verified and found correct. Operator bracket bracing required, unless operator is wall mounted.  
Signed:

**ELECTRICAL EQUIPMENT LIST:**

- 1 - Three button push button station "OPEN-CLOSE-STOP" in NEMA 1 enclosure, surface mounted.
- 1 - Electric sensing edge w/ SJO coil cord.

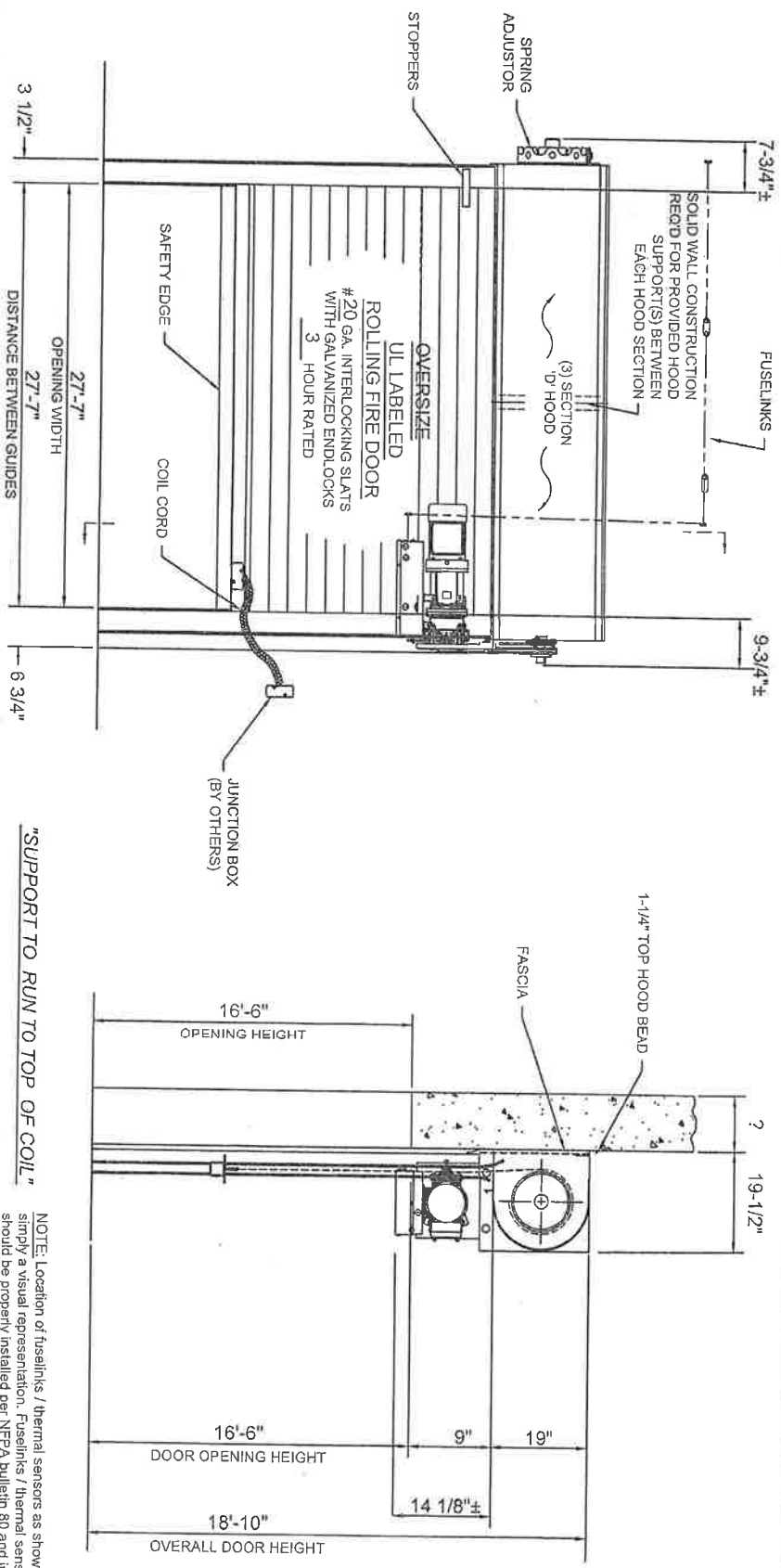
**BOTTOM BAR LOCKING:**

**QUANTITY & MARK:**  
(1) 001

**MATERIAL & FINISH:**

- Curtain - Galvanized steel with Galvalux™ coating system. Finish color: Tan
- Bottom Bar - Structural steel, polyester powder coating, color Standard Tan
- Guides - Structural steel, polyester powder coating, color Standard Tan
- Hood - Galvanized steel with Galvalux™ coating system. Finish color: Tan
- Plain Steel - Polyester powder coating, color Standard Tan

**NOTE:** This door NOT to be mounted in a required means of egress!



03-28-2018 PRODUCT CODE: MFD 5F 20GT  
LRG\_FDR

ELEVATION (COIL SIDE) AND SECTION VIEW  
See drawing # E 01204412 001 B for guide detail.

NOTE: Location of fuselinks / thermal sensors as shown, is simply a visual representation. Fuselinks / thermal sensors should be properly installed per NFPA bulletin 80 and in accordance with the local authority having jurisdiction.  
MODEL #: ERD10 JOB #: E 01204412 001 A

#	REVISION	DATE	BY
1	ORIGINAL DRAWING	04/12/18	TOMC

**COOKSON**  
Preferred door solutions.

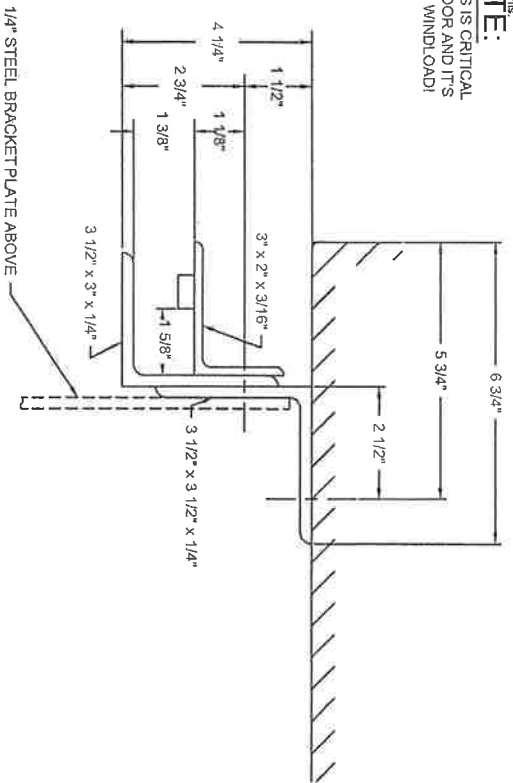
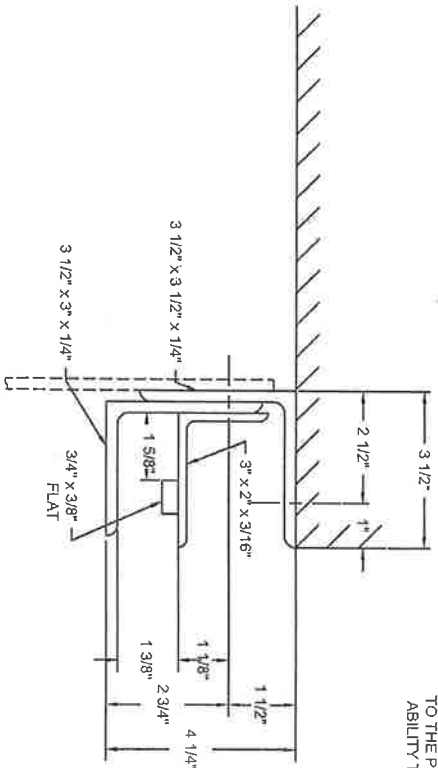
FGH 33, 50, & 75 HP MOTOR OPERATED ROLLING FIRE DOOR  
Fars Dome

AGENT: TWIN CITY GARAGE DOOR  
CONTRACTOR:  
ARCHITECT:

NOTE: Wall construction detail shown is for illustrative purposes only, does not imply compliance with building requirements, and must meet architectural specifications to properly support product. Products designed with wind load requirements must be properly fastened to structural members as specified in order to avoid catastrophic failure. Wall construction and closure installation shall be in accordance with the local authority having jurisdiction requirements.

**INSTALLERS NOTE:**

MAINTAINING FACTORY SET GUIDE GAPS IS CRITICAL TO THE PROPER OPERATION OF THE DOOR AND ITS ABILITY TO WITHSTAND THE DESIGNED WINDLOAD!



### GA0696 - 4 1/4"

#### WALL FASTENERS:

- AT 15" ON CENTER
- 1/4" FILLET WELD ENTIRE PERIMETER OF WALL FASTENER SLOT AND 2" LONG AT TOE OF WALL ANGLE AT EACH SLOT

#### ASSEMBLY FASTENERS:

- AT 22" ON CENTER
- Ø1/2-13 x 2" HEX HEAD CAP SCREW, GR. 8
- HEX HEAD NUT, GR. 8
- HARDENED FLAT WASHERS
- FLAT FIBER WASHER

### GA0695 - 4 1/4"

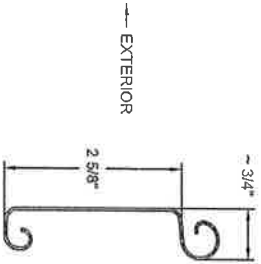
#### WALL FASTENERS:

- AT 30" ON CENTER
- Ø1/2 x 5-1/2" SIMPSON WEDGE-ALL, MIN. 3000 PSI CONCRETE REQD. MIN. EMBEDMENT DEPTH - 4-1/2"
- HARDENED FLAT WASHERS
- FLAT FIBER WASHER

#### ASSEMBLY FASTENERS:

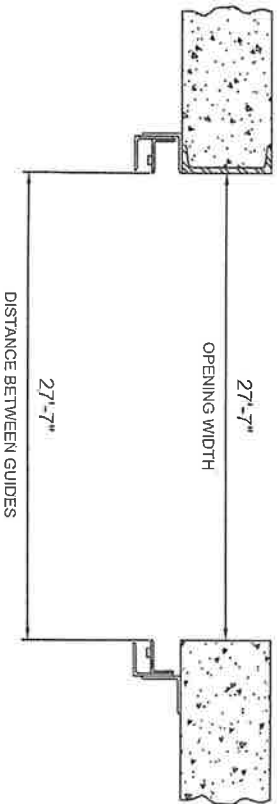
- AT 22" ON CENTER
- Ø1/2-13 x 2" HEX HEAD CAP SCREW, GR. 8
- HEX HEAD NUT, GR. 8
- HARDENED FLAT WASHERS
- FLAT FIBER WASHER

### C20P SLAT



### PLAN OF OPENING

MK: 001



### WALL FASTENER WASHER DETAIL



12-01-2016		PRODUCT CODE:	
GFD21_425		MFD 5F 20GT	
DISTANCE BETWEEN GUIDES			
—	ORIGINAL DRAWING	04/7/218	TOMC
#	REVISION	DATE	BY

<b>COOKSON</b> Preferred door solutions.		UL FIRE DOOR	
JOB:		GUIDE ASSEMBLY, 4 1/4" PACKOFF	
<i>Harco Domic</i>		TWIN CITY GARAGE DOOR	
ARCHITECT:			

MODEL #:	JOB #:	*
ERD10	E 01204412 001 B	

**COOKSON**  
Preferred door solutions.

JOB:  
GUIDE ASSEMBLY, 4 1/4" PACKOFF

UL FIRE DOOR  
TWIN CITY GARAGE DOOR  
ARCHITECT:



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Twin City Garage Door

Estimated Dollar Amount of Purchase:

\$38,000

The project/service is required to:

Demolish and remove the existing interior overhead door located in the Furgedome loading dock as this door is no longer operational and needs to be replaced. This door will be replaced with a new door by the same manufacturer, Cookson.

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

The existing 27'7" by 16'6" door was manufactured by Cookson. The operating mechanism for this door is located in a very confined space in the ceiling of the loading dock. Certain areas of the wall above had to be modified to accommodate the operating mechanism originally. By using the same door manufacturer for the replacement, the same openings can be used for the new installation and operation. By using Twin City Garage Door, the authorized dealer in the Fargo area, we will have local service should something go wrong.

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

Please see attached letter from door manufacturer Cookson stating that Twin City Garage Door is the authorized dealer for Cookson brand products in the Fargo area.

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

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

N/A

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

N/A

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

  
(Requestor)

Printed Name: Rob Sobolik

Department: Fargodome

Title: General Manager

Date: May 1, 2018

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



(Requestor initials)



(9)

May 1, 2018

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their sole-source provider selection of CEIA USA to purchase divesting tables for metal detector screenings. As background, the FARGODOME purchased 30 walk-through metal detectors from CEIA USA in late 2017 following a competitive bid process. As we develop strategies for efficient patron ingress with the new metal detectors, we are focusing on patron education regarding what may and may not be brought into the venue (communicated in advance through our website, press releases, and patron emails and communicated onsite via specific signage) and actual logistics of the walk-through process. The tables we request are designed to speed ingress in that divested items (cell phones, cameras, sunglass cases, etc.) are placed on the "pre walk-through" side of the table and use gravity to slide down to the other end of the table for "post walk-through" patron pick-up. See the attached photo. This table is designed by CEIA USA and allows for more efficient use of the walk through screening units.

The budgeted dollars for this purchase are contained within the existing FARGODOME Capital Budget that has been previously approved by both the Fargo Dome Authority and the Fargo City Commission.

At their April, 2018 meetings, the Fargo Dome Authority and their Finance/Building Committees approved the motion to purchase these tables from CEIA USA using the Sole Source Procurement.

Requested Motion: To approve the purchase of walk through screening divesting tables in the amount of \$18,525 through CEIA USA, using the Sole Source Procurement.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment



# Outdoor Divesting Table

- Designed for **Public Event applications**
- Versatile
- Lightweight (44 lbs.)
- Easy to assemble and transport
- Includes MBSU-2 Docking Station and Swivel, Locking Wheels
- Compact  
(38" h x 47" w x 14"d)



Outdoor Divesting Table with MBSU Docking Station:  
ordering code: 67021



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Ceia USA - divesting tables for metal detector screenings

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

Proprietary Product - Sold by metal detector vendor Ceia USA, only. Note: Ceia USA selected for metal detectors through a competitive bid process in 2017.

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

N/A - Proprietary Product.

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

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

N/A - Proprietary Product.

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

N/A

Signature: [Signature]  
(Requestor)

Printed Name: Rob Sobolik

Title: General Manager - Fungodome

Date: 5-1-18

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

[Initials] (Requestor initials)




(10)

PLANNING AND DEVELOPMENT

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

MEMORANDUM

**TO: BOARD OF CITY COMMISSION**

**FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR** 

**DATE: MAY 03, 2018**

**RE: ACQUISITION OF 708 4th AVENUE NORTH IN EXCHANGE OF 11 11<sup>TH</sup> STREET NORTH**

On April 17<sup>th</sup>, the Community Development Committee recommended unanimous approval to consider a land exchange between the City owned parcel at 11 11<sup>th</sup> Street North with the DFI AV, LLC owned parcel at 708 4<sup>th</sup> Avenue North.

This exchange will allow the City of Fargo to further consolidate city owned properties located on the west side of 7<sup>th</sup> Street North, between 3<sup>rd</sup> Avenue and 4<sup>th</sup> Avenue North (see attached map). These properties were acquired over time with Community Development Block Grant funds and city general funds.

The consolidation of land at this location meets a longstanding Community Development Committee goal of finding opportunities for developments that encourage affordable housing, particularly in areas of our core neighborhoods that might be blighted or deteriorating.

If approved, the consolidated properties present an opportunity for further conversations to strategize methods for promoting affordable housing. This could include issuing an RFP to call for development proposals or including this property in a city sponsored program for developing further home ownership options for citizens.

**Recommended Motion**

Recommend that the city acquire 708 4th Avenue North in exchange for 11 11th Street North.







These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

708 4th Ave N.  
DFI OWNED PARCEL

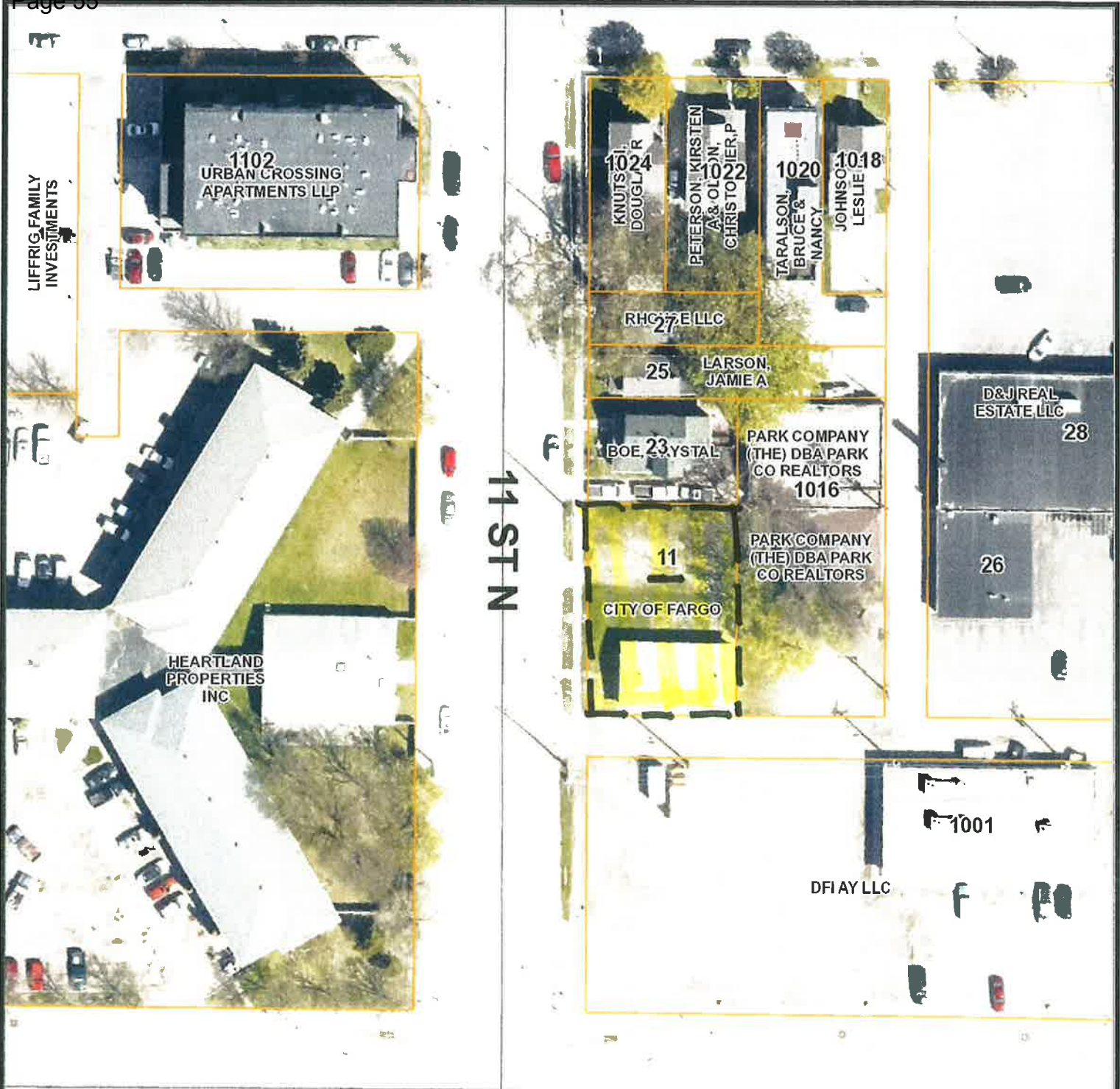


1:564

3/14/2018 2:07:46 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





BURCH & BIRCH HOLDINGS LLC

1026 NP AVENUE LLC

110 109 108 107  
209 308  
AVENUE 409 408

100  
200

1026 307407

LEASE  
#BF73515

City of Fargo, ND

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

11 11th St. N.  
CITY OWNED PARCEL

1:1,128

3/14/2018 2:14:00 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





<b>City of Fargo Staff Report</b>			
<b>Title:</b>	The Basins At 100th Addition	<b>Date: Update:</b>	3/1/18 5/1/2018
<b>Location:</b>	4000 98th Avenue South	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lot 6, Block 1, Commerce on I-29 Addition		
<b>Owner(s)/Applicant:</b>	RI Properties, LLC /Jesse Riley	<b>Engineer:</b>	Moore Engineering, Inc.
<b>Entitlements Requested:</b>	Minor Subdivision (Replat of Lot 6, Block 1, Commerce on I29 Addition, to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Public Hearing: May 7, 2018		

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

<b>Proposed</b>
<b>Land Use:</b> No Change
<b>Zoning:</b> No Change
<b>Uses Allowed:</b> No Change
<b>Maximum Lot Coverage Allowed: No Change</b>

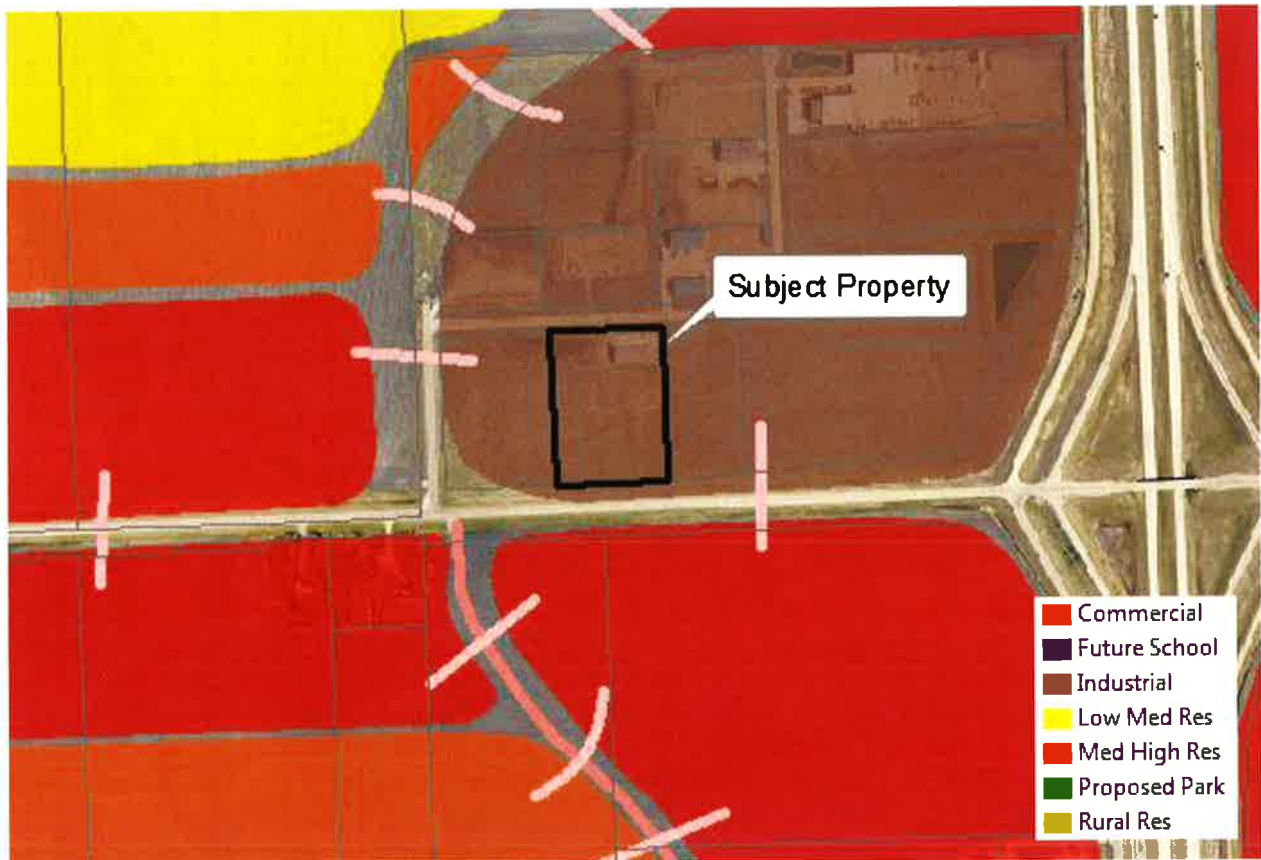
<b>Proposal:</b>
<p>The applicant is seeking approval of a minor subdivision, entitled <b>The Basins At 100th Addition</b>, which is a replat of Lot 6, Block 1, Commerce on I29 Addition. The subject property is located at 4000 98th Avenue South and encompasses approximately 5.95 acres. The property is zoned LI: Limited Industrial.</p> <p>The plat proposes to create four lots for limited industrial development. All four lots touch public right of way. The lots range from 0.99 to 1.98 acres in area. There is no minimum required lot area in the LI zone.</p> <p>The lots are accessed by a private cul-de-sac driveway from 98<sup>th</sup> Avenue South. This cul-de-sac meets the diameter requirement (96 feet) to be consistent with Fire code. No access from this lot is allowed onto 100<sup>th</sup> Avenue South due to the negative access easement that was part of the original Commerce on I-29 plat (100<sup>th</sup> Avenue South is a future arterial).</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: Across 98th Avenue South; LI, Limited Industrial with vacant land</li> <li>• East: LI, Limited Industrial with vacant land use</li> </ul>



- South: Across 100th Avenue South; AG, Agricultural with agricultural uses.
- West: LI, Limited Industrial with vacant land use

#### Area Plans:

The subject property is located within the 2007 Growth Plan Tier 2 South Land Use map. This map was amended November 23, 2015 to designate this area for "Industrial" land use.



#### Schools and Parks:

**Schools:** The subject property is located within Fargo School District, including Bennett Elementary, Discovery Middle, and Davies High schools.

**Neighborhood:** The subject property is not located within the bounds of a designated neighborhood.

**Parks:** Rutten Family Park (No address available) is located approximately a little over a half mile northeast of the subject property and offers the amenities that are unknown at this time.

**Pedestrian / Bicycle:** No bike facilities are available at this location.

#### Staff Analysis:

**EXTRA-TERRITORIAL JURISDICTION:** This project site is located in the City's extra-territorial jurisdiction (ETJ). The City has the responsibility for planning and zoning, including subdivisions, in the ETJ. This property is not being annexed into the City of Fargo at this time.

### Minor Subdivision

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

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

The subject property is located within the 2007 Growth Plan Tier 2 South Land Use map. This map was amended November 23, 2015 to designate this area for "Industrial" land use. The zoning for the project site is LI, Limited Industrial. This zoning will accommodate the proposed limited industrial development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. No comments have been received. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code.

**(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

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

**(Criteria Satisfied)**

#### **Planning Commission Recommendation: March 6, 2018**

On March 6, 2018, by a vote of 5-0 with one Commissioner abstaining and four Commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **The Basins At 100th Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

#### **Staff Recommendation: May 7, 2018**

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and move to approve the proposed subdivision plat, **The Basins At 100th Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

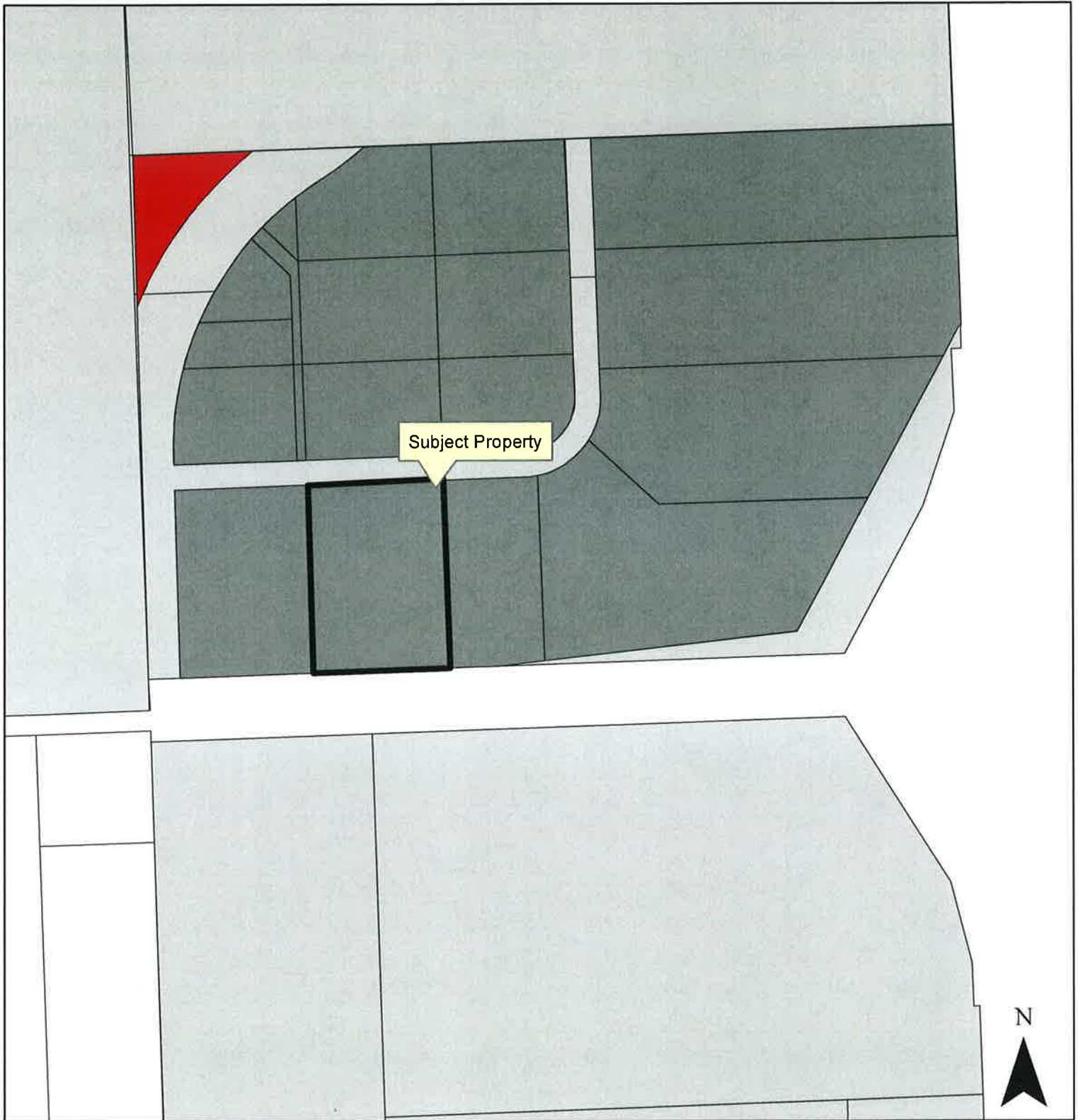
#### **Attachments:**

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

# Plat (Minor)

## The Basins on 100th Addition

4000 98th Avenue South



### Legend

AG	LC	MHP	SS-2
DMU	LC	NO	SS-3
GC	MRR-1	PA	SS-4
GO	MRR-2	UMI	SS-5
	MRR-3		SS-6
			City Limits

300

Feet



## Plat (Minor)

### The Basins on 100th Addition

4000 98th Avenue South





(116)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	The Edge Addition	<b>Date: Update:</b>	1/28/18 5/2/18
<b>Location:</b>	1321 5th Avenue North & 502 University Drive North	<b>Staff Contact:</b>	Kylie Bagley
<b>Legal Description:</b>	Lots 1-9 and 19-24, Block 6 and a portion of a vacated alley in said Block 6, and a portion of vacated 6th Avenue North in Reeves Addition		
<b>Owner(s)/Applicant:</b>	DFI AU, LLC/Erin Anderson - Commonwealth Development	<b>Engineer:</b>	Moore Engineering, Inc.
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Replat of Lots 1-9 and 19-24, Block 6 and a portion of a vacated alley in said Block 6, and a portion of vacated 6th Avenue North in Reeves Addition)		
<b>Status:</b>	City Commission Public Hearing: May 7, 2018		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Vacant	<b>Land Use:</b> Multi-Dwelling Residential
<b>Zoning:</b> DMU, Downtown Mixed-Use with a C-O, Conditional Overlay	<b>Zoning:</b> No Change
<b>Uses Allowed:</b> DMU – Downtown Mixed Use. Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.  C-O: Later determination of the east setback through structural analysis and site accommodations to provide on-site storm water retention.	<b>Uses Allowed:</b> No Change
<b>Maximum Building Coverage Allowed:</b> No maximum	<b>Maximum Building Coverage Allowed:</b> No Change

<b>Proposal:</b>
<p>The applicant is seeking approval of a minor subdivision, entitled <b>The Edge Addition</b>, which is a replat of Lots 1-9 and 19-24, Block 6 and a portion of a vacated alley in said Block 6, and a portion of vacated 6th Avenue North in Reeves Addition. The applicant is proposing a two (2) lot, one (1) block subdivision. The subject property is located at 1321 5<sup>th</sup> Avenue North and 502 University Drive North and encompasses approximately 2.52 acres.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: GC, General Commercial with vacant land and BNSF Railroad uses;</li> <li>• East: Across University Avenue North, LI, Limited Industrial with light manufacturing use;</li> <li>• West: GC, General Commercial with warehouse and office uses;</li> <li>• South: Across 5<sup>th</sup> Avenue North, GC, General Commercial and LC, Limited Commercial with restaurant and warehouse uses.</li> </ul> <p><b>Area Plans:</b></p> <p>No area plans apply to the subject location.</p>

<b>Schools and Parks:</b>
<p><b>Schools:</b> The subject properties are located within the Fargo School District and is served by Roosevelt Elementary, Ben Franklin Middle and North High schools.</p> <p><b>Neighborhood:</b> The subject property is located within the bounds of the Madison/Unicorn Park neighborhood.</p> <p><b>Parks:</b> Unicorn Park (1603 3rd Avenue N) is located approximately less than 1/4 mile west of the subject property and offers multipurpose field, grill, basketball, picnic table, playground, and recreational trails amenities.</p> <p><b>Pedestrian / Bicycle:</b> On road bike facilities are located along University Drive North. These facilities are a component of the metro area trail system.</p>
<b>Staff Analysis:</b>
<p><b>Minor Subdivision</b></p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> <li>1. <b>Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</b> The subdivision is intended to replat in order to accommodate future low income housing development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. <b>(Criteria Satisfied)</b></li> <li>2. <b>Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</b> While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. <b>(Criteria Satisfied)</b></li> </ol>
<b>Planning Commission Recommendation: February 6, 2018</b>
On February 6, with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and hereby recommend approval to the City Commission of the proposed subdivision plat, <b>The Edge Addition</b> , as outlined within the staff report, as the proposal complies the standards of Article 20-06, and all other applicable requirements of the Land Development Code.
<b>Staff Recommendation: May 7, 2018</b>
Suggested Motion: "To accept the findings and recommendations of Planning Commission and staff and hereby approve the proposed subdivision plat, <b>The Edge Addition</b> , as outlined within the staff report, as the proposal complies the standards of Article 20-06, and all other applicable requirements of the Land Development Code."
<b>Attachments:</b>
<ol style="list-style-type: none"> <li>1. Zoning Map</li> <li>2. Location Map</li> <li>3. Preliminary Plat</li> </ol>



# Plat (Minor)

## The Edge

502 University Dr N &  
1321 5th Ave N



### Legend



300



## Plat (Minor)

### The Edge Addition

502 University Dr N &  
1321 5th Ave N



TO THE CITY OF FARGO, A REPLAT OF LOTS 1 THROUGH 9 AND 19 THROUGH 24, BLOCK 6 AND  
A PART OF A VACATED ALLEY IN SAID BLOCK 6, AND A PART OF VACATED 6TH AVENUE  
NORTH ALL IN "REEVE'S ADDITION" TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.



LEGEND

•	IRON REINFORCING RODS
○	SET 5/8"x14" REBAR WITH YELLOW PLASTIC CAP #6571
	RECORD DISTANCE
	QUARTER SECTION LINE
	PLAT BOUNDARY LINE
	LOT LINE
	EXISTING LOT LINE
	EXISTING PARCEL LINE
	EXISTING UTILITY EASEMENT LINE

(379.00)



BASIS OF BEARINGS: THE EAST LINE OF BLOCK 6. REEVE'S ADDITION HAS AN ASSIGNED BEARING OF N02°25'39"W

[illegible][illegible]

CLARENCE H. MOORE  
REGISTERED LAND SURVEYOR  
REG. NO. LS-6571  
STATE OF NORTH DAKOTA  
COUNTY OF CASS }

ON THIS DAY OF BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY  
AND STATE, PERSONALLY APPEARED THOMAS E. CLAY, RESTRICTED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON  
DESIGNEE IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE  
SAME AS HIS FREELY ACT AND DEED.

\*\*\*\*\*

### DEDICATION

[illegible]

175

STATE OF NORTH DAKOTA )  
COUNTY OF CASS )  
DAY OF \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for said County and known to me to be the person executing the foregoing instrument, appeared \_\_\_\_\_, of said County of Cass and State of North Dakota, who acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

NOTARY PUBLIC CASS COUNTY, NORTH DAKOTA

66

THIS PLAN IN THE CITY OF PASADENA APPROXIMATELY

STATE OF NORTH CAROLINA

COUNTY OF GAST

ON THIS DAY OF

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE FOLLOWING INDIVIDUALS, TOGETHER WITH THE SAME IN THE NAME OF THE SAID PLANNING COMMISSION, TO ME THAT THEY EXECUTED

WYATT PUBLIC, GASS COUNTY, NORTH CAROLINA

**FARGO CITY COMMISSION APPROVAL:** \_\_\_\_\_  
THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
\_\_\_\_\_  
TIMOTHY J. MAHOEY, MAYOR  
\_\_\_\_\_  
SHEEN SPRAGUE, CITY AUDITOR  
\_\_\_\_\_  
STATE OF NORTH DAKOTA)

COUNTY OF CASS )  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY, AND  
STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY, MAYOR AND STEVE SPRAGUE, CITY ALDOR, KNOWN TO ME TO BE  
THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY  
EXECUTED THE SAME IN THE NAME OF THE CITY OF FARGO

NOTULES: 1992-1993, 1994-1995, 1996-1997, 1998-1999, 2000-2001, 2002-2003, 2004-2005, 2006-2007, 2008-2009, 2010-2011, 2012-2013, 2014-2015, 2016-2017, 2018-2019, 2020-2021, 2022-2023, 2024-2025, 2026-2027, 2028-2029, 2030-2031, 2032-2033, 2034-2035, 2036-2037, 2038-2039, 2040-2041, 2042-2043, 2044-2045, 2046-2047, 2048-2049, 2050-2051, 2052-2053, 2054-2055, 2056-2057, 2058-2059, 2060-2061, 2062-2063, 2064-2065, 2066-2067, 2068-2069, 2070-2071, 2072-2073, 2074-2075, 2076-2077, 2078-2079, 2080-2081, 2082-2083, 2084-2085, 2086-2087, 2088-2089, 2090-2091, 2092-2093, 2094-2095, 2096-2097, 2098-2099, 2100-2101, 2102-2103, 2104-2105, 2106-2107, 2108-2109, 2110-2111, 2112-2113, 2114-2115, 2116-2117, 2118-2119, 2120-2121, 2122-2123, 2124-2125, 2126-2127, 2128-2129, 2130-2131, 2132-2133, 2134-2135, 2136-2137, 2138-2139, 2140-2141, 2142-2143, 2144-2145, 2146-2147, 2148-2149, 2150-2151, 2152-2153, 2154-2155, 2156-2157, 2158-2159, 2160-2161, 2162-2163, 2164-2165, 2166-2167, 2168-2169, 2170-2171, 2172-2173, 2174-2175, 2176-2177, 2178-2179, 2180-2181, 2182-2183, 2184-2185, 2186-2187, 2188-2189, 2190-2191, 2192-2193, 2194-2195, 2196-2197, 2198-2199, 2200-2201, 2202-2203, 2204-2205, 2206-2207, 2208-2209, 2210-2211, 2212-2213, 2214-2215, 2216-2217, 2218-2219, 2220-2221, 2222-2223, 2224-2225, 2226-2227, 2228-2229, 2230-2231, 2232-2233, 2234-2235, 2236-2237, 2238-2239, 2240-2241, 2242-2243, 2244-2245, 2246-2247, 2248-2249, 2250-2251, 2252-2253, 2254-2255, 2256-2257, 2258-2259, 2260-2261, 2262-2263, 2264-2265, 2266-2267, 2268-2269, 2270-2271, 2272-2273, 2274-2275, 2276-2277, 2278-2279, 2280-2281, 2282-2283, 2284-2285, 2286-2287, 2288-2289, 2290-2291, 2292-2293, 2294-2295, 2296-2297, 2298-2299, 2300-2301, 2302-2303, 2304-2305, 2306-2307, 2308-2309, 2310-2311, 2312-2313, 2314-2315, 2316-2317, 2318-2319, 2320-2321, 2322-2323, 2324-2325, 2326-2327, 2328-2329, 2330-2331, 2332-2333, 2334-2335, 2336-2337, 2338-2339, 2340-2341, 2342-2343, 2344-2345, 2346-2347, 2348-2349, 2350-2351, 2352-2353, 2354-2355, 2356-2357, 2358-2359, 2360-2361, 2362-2363, 2364-2365, 2366-2367, 2368-2369, 2370-2371, 2372-2373, 2374-2375, 2376-2377, 2378-2379, 2380-2381, 2382-2383, 2384-2385, 2386-2387, 2388-2389, 2390-2391, 2392-2393, 2394-2395, 2396-2397, 2398-2399, 2400-2401, 2402-2403, 2404-2405, 2406-2407, 2408-2409, 2410-2411, 2412-2413, 2414-2415, 2416-2417, 2418-2419, 2420-2421, 2422-2423, 2424-2425, 2426-2427, 2428-2429, 2430-2431, 2432-2433, 2434-2435, 2436-2437, 2438-2439, 2440-2441, 2442-2443, 2444-2445, 2446-2447, 2448-2449, 2450-2451, 2452-2453, 2454-2455, 2456-2457, 2458-2459, 2460-2461, 2462-2463, 2464-2465, 2466-2467, 2468-2469, 2470-2471, 2472-2473, 2474-2475, 2476-2477, 2478-2479, 2480-2481, 2482-2483, 2484-2485, 2486-2487, 2488-2489, 2490-2491, 2492-2493, 2494-2495, 2496-2497, 2498-2499, 2500-2501, 2502-2503, 2504-2505, 2506-2507, 2508-2509, 2510-2511, 2512-2513, 2514-2515, 2516-2517, 2518-2519, 2520-2521, 2522-2523, 2524-2525, 2526-2527, 2528-2529, 2530-2531, 2532-2533, 2534-2535, 2536-2537, 2538-2539, 2540-2541, 2542-2543, 2544-2545, 2546-2547, 2548-2549, 2550-2551, 2552-2553, 2554-2555, 2556-2557, 2558-2559, 2560-2561, 2562-2563, 2564-2565, 2566-2567, 2568-2569, 2570-2571, 2572-2573, 2574-2575, 2576-2577, 2578-2579, 2580-2581, 2582-2583, 2584-2585, 2586-2587, 2588-2589, 2590-2591, 2592-2593, 2594-2595, 2596-2597, 2598-2599, 2600-2601, 2602-2603, 2604-2605, 2606-2607, 2608-2609, 2610-2611, 2612-2613, 2614-2615, 2616-2617, 2618-2619, 2620-2621, 2622-2623, 2624-2625, 2626-2627, 2628-2629, 2630-2631, 2632-2633, 2634-2635, 2636-2637, 2638-2639, 2640-2641, 2642-2643, 2644-2645, 2646-2647, 2648-2649, 2650-2651, 2652-2653, 2654-2655, 2656-2657, 2658-2659, 2660-2661, 2662-2663, 2664-2665, 2666-2667, 2668-2669, 2670-2671, 2672-2673, 2674-2675, 2676-2677, 2678-2679, 2680-2681, 2682-2683, 2684-2685, 2686-2687, 2688-2689, 2690-2691, 2692-2693, 2694-2695, 2696-2697, 2698-2699, 2700-2701, 2702-2703, 2704-2705, 2706-2707, 2708-2709, 2710-2711, 2712-2713, 2714-2715, 2716-2717, 2718-2719, 2720-2721, 2722-2723, 2724-2725, 2726-2727, 2728-2729, 2730-2731, 2732-2733, 2734-273

CITY ENGINEER'S APPROVAL \_\_\_\_\_

THIS PLAY IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

MARK W. BITTNER, CITY ENGINEER

STATE OF NORTH CAROLINA  
COUNTY OF CAMD

30. BEING ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY  
ON INSTANT, PERSONALLY APPROACHED MAJOR - EDITH C. CITY  
AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ASSURANCES  
TO ME THAT SHE DEQUITED THE SAME AS HER  
FREE ACT AND DEED

WYOMING PUBLIC CASE COURT NO. 000188114



## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. UR-17-C1

Type: Change Order #1

Location: City Wide

Date of Hearing: 4/30/2018

RoutingDate

City Commission

5/7/2018

PWPEC File

X

Project File

Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding a change order for additional work at three locations near locations already included in the project. Public Works Department identified two locations on 5<sup>th</sup> Street S to be lowered (\$17,735) and the third location is for repair of a private drive and sod previously disturbed by the City (\$4,060). This repair has been known for some time and has been held until the proper project structure was found. Adding this repair to project UR-17-C1 is justified as the service lowering project is funded by the water main replacement fund.

Staff is recommending approval of Change Order #1 in the amount of \$21,795, bringing the total contract amount to \$163,300.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1.

RECOMMENDED MOTION

Approve Change Order # 1 in the amount of \$21,795 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Replacement Fund (501)

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:



Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



## Memorandum

**To:** Members of PWPEC  
**From:** Scott Olson, Project Engineer *Se*  
**Date:** April 16, 2018  
**Re:** Project #UR-17-C1 – Change Order # 1 – Additional Items

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### Background:

Project UR-17-C1 consists of lowering the water service lines within the City of Fargo right-of-way to a minimum of 7.5' below finished road grade to decrease the potential for freezing water service lines within the City right-of-way.

The attached change Order #1 is for work at three additional locations near locations already included in the project.

**Item #1 – Addition of two (2) residences on 5<sup>th</sup> Street S.** Two locations have been determined by the Public Works Department to have water services lowered below the frost line in the near future:

- 1410 5<sup>th</sup> St South
- 1414 5<sup>th</sup> St South

These two residences are located directly south of a home that is included in project UR-17-C1 and would be easy additions given the proximity, and traffic control has been designed and will be in place along 5<sup>th</sup> Street. The Contractor has agreed to add the two locations at the current unit bid prices. The cost to add the two additional 5<sup>th</sup> Street locations is \$17,735.00

**Item #2: Repair of Private Drive and Sod from Previous Project:** Following a previous service improvement project to 807 24<sup>th</sup> Avenue S, areas within the property have settled over trench locations disturbed by the City. This needed repair has been known for some time and has been held until the proper project structure was found. Adding this repair to project UR-17-C1 is justified as the service lowering project is funded by the water main replacement fund (Fund 501).

To repair the settled areas would include removing and replacing a portion of the existing concrete driveway, and conditioning and re-compacting clay soils. Within this, an additional bid item (Embankment) for handling, placing and compacting approximately 25 cubic yards of clay soils would need to be added, with the other items being completed at the current unit bid prices. The cost to add this repair to the project is \$ 4,060.00

The total Change Order #1 amount is \$21,795.00 with an original contract amount of \$141,505.00 making the new contract amount \$163,300.00.

### Recommended Motion:

Approve the described additional work and bid item increasing the contract amount to \$163,300.00

Funding Source – Water Main Replacement (Fund 501)

C: Tom Knakmuhs



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

Project No	UR-17-C1	Change Order No	1
Project Name	Water Service Lowering & Incidentals		
Date Entered	4/2/2018	For	Dirt Dynamics

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:** Additional Items

Two locations have been determined by the Public Works Department to have water services lowered below the frost line in the near future;

- 1410 5th St South
- 1414 5th St South

These two residences are located directly south of a home that is included in project UR-17-C1 and would be easy additions given their proximity, and traffic control has been designed and will be in place along 5th Street.

Following a previous service improvement project to 807 24th Ave South, areas within the property have settled over trench locations disturbed by the City. This needed repair has been known for some time and has been held until the proper project structure was found. Adding this repair to project UR-17-C1 is justified as the service lowering project is funded by the water main replacement fund (Fund 501).

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 (\$)
Water Service Lowering	2	Rem & Repl Pavement 8" Thick Reinf Conc	SY	244.00	0.00	244.00	30.00	274.00	185.00	5,550.00
	3	Rem & Repl Curb & Gutter	LF	116.00	0.00	116.00	40.00	156.00	50.00	2,000.00
	4	Rem & Repl Driveway 6" Thick Reinf Conc	SY	85.00	0.00	85.00	23.00	108.00	85.00	1,955.00
	5	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	100.00	0.00	100.00	10.00	110.00	66.00	660.00
	6	Bore Pipe 1" Dia Copper	LF	552.00	0.00	552.00	80.00	632.00	45.00	3,600.00
	7	Rem & Repl CS & Box 1" Dia	EA	15.00	0.00	15.00	2.00	17.00	1,400.00	2,800.00
	8	Transfer Water Svc	EA	15.00	0.00	15.00	2.00	17.00	900.00	1,800.00
	9	Sodding	SY	170.00	0.00	170.00	71.00	241.00	30.00	2,130.00
	10	Inlet Protection - Existing Inlet	EA	15.00	0.00	15.00	2.00	17.00	150.00	300.00
	13	Embankment	CY	0.00	0.00	0.00	25.00	25.00	40.00	1,000.00
<b>Water Service Lowering Sub Total (\$)</b>										<b>21,795.00</b>

**Summary**



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

Source Of Funding	Utility Funds - Water - 501
Net Amount Change Order # 1 (\$)	21,795.00
Previous Change Orders (\$)	0.00
Original Contract Amount (\$)	141,505.00
Total Contract Amount (\$)	163,300.00

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

CONTRACT TIME			
Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion
07/27/2018		0.00	0.00
Description			
APPROVED			
For Contractor	<i>[Signature]</i>	Department Head	<i>[Signature]</i> 5/3/18
Title	Estimator	Mayor	
		Attest	

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Project No. FM-14-61 (6229)

Type: Change Order #10

Location: Drain 27/Prairie Rose Area

Date of Hearing: 4/30/2018

RoutingDate

City Commission

5/7/2018

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a change order for the removal and replacement of concrete sidewalk/path along both sides of 40<sup>th</sup> Avenue South, just west of the bridge crossing of Rose Coulee. During the final walk-thru, major surface scaling/defects were encountered on the sections of sidewalk/path poured during the 2015 construction season. After material testing and observation, no definitive cause could be determined. The parties have proposed to resolve the issue through the cost sharing of the removal and replacement of the sidewalk/path. The cost of the City share is \$55,532.00, bringing the total contract amount to 3,961,779.31.

Staff is recommending approval of the removal and replacement of the sidewalk/path and to participate in the cost share with ICS and Strata.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #10 to Industrial Contract Services, Inc.

RECOMMENDED MOTION

Approve Change Order #10 in the amount of \$55,532.00 to Industrial Contract Services, Inc., Project No. FM-14-61, bringing the total contract amount to \$3,961,779.31.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: NDSWC/Flood Sales Tax/Mains & Hydrants

	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
50% escrow deposit required	<u>N/A</u>	

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** PWPEC

**From:** Jody Bertrand, Division Engineer

A handwritten signature in blue ink, appearing to be "JB", written over the name "Jody Bertrand".

**Date:** 4/30/2018

**Re:** Change Order #10 – 40<sup>th</sup> Avenue South Sidewalk Removal & Replacement  
Cost Share Participation  
Project #FM-14-61 (also known as #6229) Drain 27/ Prairie Rose Area and 40<sup>th</sup> Avenue South

---

This Change Order #10 is for the removal and replacement of concrete sidewalk/path along both sides of 40<sup>th</sup> Avenue South just west of the bridge crossing of Rose Coulee.

### Background

The flood mitigation project along 40<sup>th</sup> Avenue South started in 2014 with the flood components and a portion of sidewalk completed that year. Due to construction issues and required time extensions, the project was substantially completed in the fall of 2015 with final turf acceptance occurring in the spring of 2016. During the spring of 2016 while completing the final walk-thru, major surface scaling/defects were encountered on the sections of sidewalk/path poured during the 2015 construction season. Several meetings were held on-site to evaluate the sidewalk condition and possible reasons for the issue and solutions. The Contractor initially proposed to grind the entire sidewalk area to provide a new finish surface. Engineering was skeptical of this method due to the possible smoothness of the finished surface (roughness/grip) and this method would also not remedy the deeper defects appearing at the saw-cut joints.

Through materials testing and observation results, a definitive cause could not be determined. The parties involved in the process proposed to resolve the issue through the cost sharing of the removal and replacement of the sidewalk/path. A settlement was reached, because of the uncertainty of the cause, for an equal cost share per party.

### Recommended Motion

Approve Change Order #10 for the removal and replacement of the 40<sup>th</sup> Avenue South sidewalk/path and to cost participate with ICS and Strata for a 1/3 share of the removal and replacements. The present total contract amount of \$3,906,247.31 will be increased by \$55,532.00, for an increased project cost of 1.5% for a new final contract amount of \$3,961,779.31.

JRB/klo  
Attachment





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

<b>Project No</b>	FM-14-61	<b>Change Order No</b>	10
<b>Project Name</b>	Drain 27 - Prairie Rose Area Flood Risk Management		
<b>Date Entered</b>	3/21/2018	<b>For</b>	INDUSTRIAL CONTRACT SERVICES I

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:** Sidewalk and Path Replacement along the north and south sides of 40th Ave S by 32nd St Intersection

Total Estimated Work: 3 Way cost split (Material Supplier, Contractor and City) Actual Quantities to be measured in the field after job completion.

F & I Sidewalk 4" Thick Reinf. Conc. 1,987 SY @ \$65.00/SY = \$116,805.00  
 Remove Sidewalk All Thicknesses 1,987 SY @ \$15.00/SY = \$29,805.00  
 F & I Impressioned 4" Thick Reinf. Conc. 115.0 SY @ \$65.00/SY = \$7,475.00  
 F & I Driveway 6" Thick Reinf. Conc. 75 SY @ \$100.00/SY = \$7,500.00  
 F & I Det. Warm Panels Cast Iron 8 SF @ \$150.00/SF = \$1,200.00  
 Traffic Control Lump Sum = \$1,500.00  
 Seeding & Topsoil Lump Sum = \$2,000.00

City Change Order #10 payment estimated at \$55,532.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	46	F&I Sidewalk 4" Thick Reinf Conc	SY	1,225.00	986.00	2,211.00	599.00	2,810.00	65.00	38,935.00
	47	Remove Sidewalk All Thicknesses All Types	SY	1,183.00	986.00	2,169.00	663.00	2,832.00	15.00	9,945.00
	48	F&I Impressioned 4" Thick Reinf Conc	SY	136.00	0.00	136.00	39.00	175.00	65.00	2,535.00
	49	F&I Driveway 6" Thick Reinf Conc	CF	66.00	0.00	66.00	25.00	91.00	100.00	2,500.00
	50	F&I Det Warm Panels Cast Iron	CF	120.00	0.00	120.00	3.00	123.00	150.00	450.00
<b>Paving Sub Total (\$)</b>										54,365.00
Miscellaneous	94	Extra - TrafficControl/Signals	LS	0.00	0.00	0.00	1.00	1.00	500.00	500.00
	95	Extra - ErosionSedimentControl	LS	0.00	0.00	0.00	1.00	1.00	667.00	667.00
<b>Miscellaneous Sub Total (\$)</b>										1,167.00

**Summary**

**Source Of Funding**

Sales Tax Funds - Flood Control - 460, State Funds - NDSWC

**Net Amount Change Order # 10 (\$)**

55,532.00

**Previous Change Orders (\$)**

415,091.51



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

Original Contract Amount (\$)

3,491,155.80

Total Contract Amount (\$)

3,981,779.31

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

10/05/2015

Additional Days Substantial  
Completion

0.00

Additional Days Final  
Completion

0.00

New Substantial  
Completion Date

10/05/2015

New Final Completion  
Date

Description

Sidewalk Replacement to be completed by July 15th, 2018. City will make payment for 1/3 of work completed for the sidewalk replacement on 40th ave South near 32nd Street South.

APPROVED

For Contractor

ICS, INC.

Title

V.P.

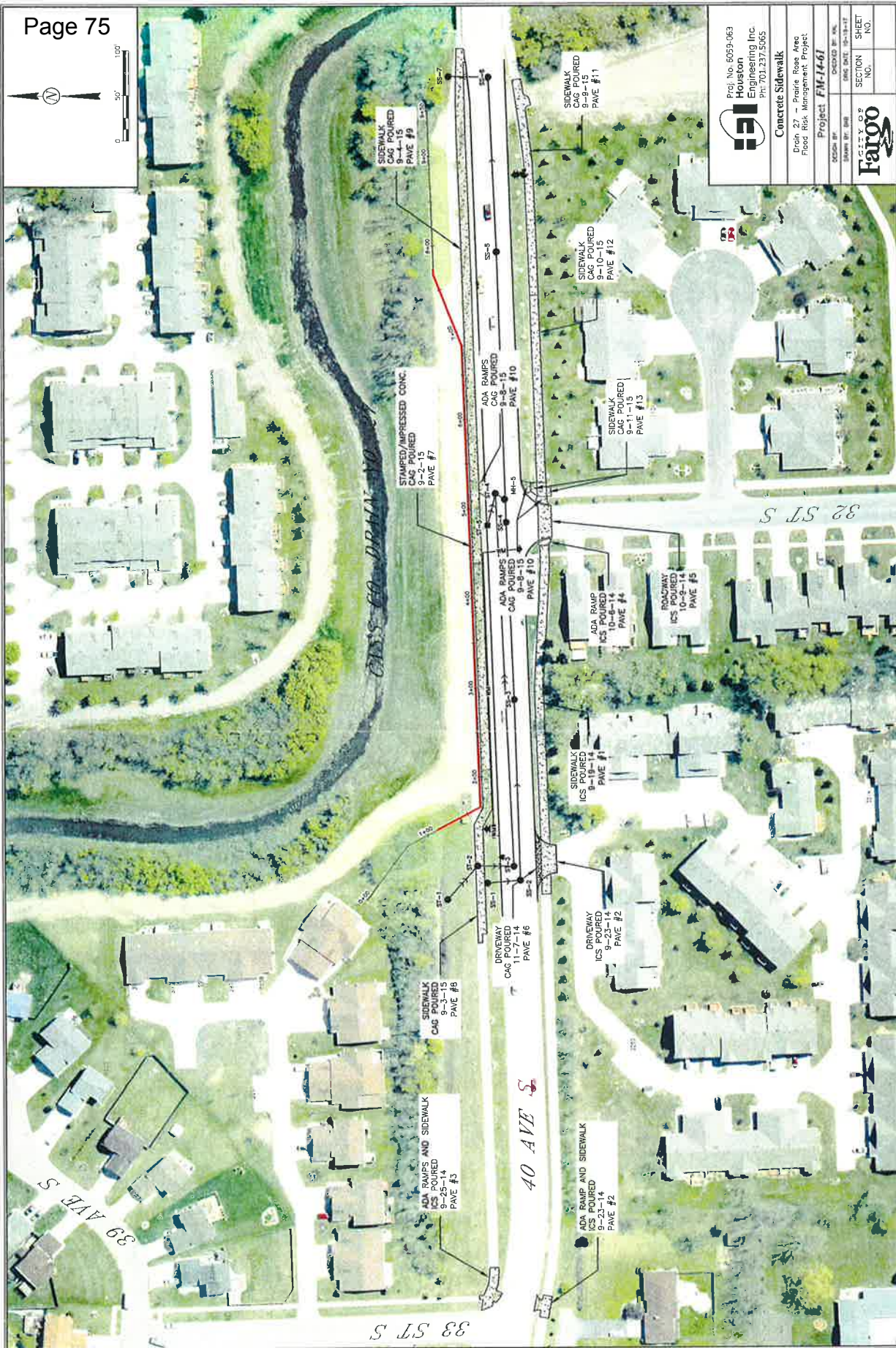
APPROVED DATE

Department Head

Mayor

Attest

5/3/18



**HFI**  
 Proj. No. 6059-063  
**Houston**  
**Engineering Inc.**  
 Ph: 701.237.5065

## Concrete Sidewalk

Drain 27 - Prairie Rose Area  
Flood Risk Management Project

Project FM-14-61

Project #	Project Name	Project Location	Project Status
1	Project A	Project A Location	Project A Status
2	Project B	Project B Location	Project B Status
3	Project C	Project C Location	Project C Status
4	Project D	Project D Location	Project D Status
5	Project E	Project E Location	Project E Status
6	Project F	Project F Location	Project F Status
7	Project G	Project G Location	Project G Status
8	Project H	Project H Location	Project H Status
9	Project I	Project I Location	Project I Status
10	Project J	Project J Location	Project J Status

Dr. Paul	(sig. diff.)
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SECTION NO.

30

[illegible]





March 21, 2018

City of Fargo  
200 3<sup>rd</sup> St North  
Fargo, ND 58102

ATTN: Jody Bertrand

Re: Sidewalk Replacement

This letter is to confirm ICS's acceptance to remove and replace the sidewalks on project FM-14-61. The costs to replace the sidewalks will be split three ways between ICS, Strata and the City of Fargo. ICS also understands that the sidewalk replacement needs to be completed by July 15, 2018.

The following is a breakdown of the costs associated with the sidewalk replacement:

Bid Item	Description	Quantity	Unit	Unit Price	Extended Price
28	F&I Sidewalk 4" Thick Reinf Conc	1,797.00	SY	\$65.00	\$116,805.00
29	Remove Sidewalk All Thicknesses	1,987.00	SY	\$15.00	\$29,805.00
30	F&I Impressioned 4" Thick Reinf Conc	115.00	SY	\$65.00	\$7,475.00
31	F&I Driveway 6" Thick Reinf Conc	75.00	SY	\$100.00	\$7,500.00
32	F&I Det Warn Panels Cast Iron	8.00	SF	\$150.00	\$1,200.00
N/A	Traffic Control	1.00	LS	\$1,500.00	\$1,500.00
N/A	Seeding/Topsoil	1.00	LS	\$2,000.00	\$2,000.00

Total Price: \$166,285.00

**Clarification:**

- Payment will be made based on field measured quantities.

Utilizing the shared cost approach, the City of Fargo would be responsible for 1/3 of the total cost or \$55,428.33.

If you have any questions regarding this proposal please contact Gary Beeter, Vice President, at 701-740-3491.

Regards,

Gary Beeter  
Vice President  
ICS, Inc.



April 14, 2018

Mr. Gary Beeter  
Vice President  
Industrial Contract Services Inc.

It is our understanding that the City of Fargo and Industrial Contract Services (I.C.S.) have negotiated a resolution for the dispute over the sidewalks associated with the 40<sup>th</sup> Ave South Floodwall project.

In support of I.C.S. Inc., and to achieve closure for this issue in good faith, Strata Corporation will participate in this resolution plan.

Strata does not admit, or agree, that the disputed issues are the cause of the concrete material provided by Strata. It is Strata's position that the concrete placed for the sidewalks exceeded city specifications, and is sound and durable. This is based on the City of Fargo inspection team's quality assurance testing results at the time of placement, and the forensic testing of the hardened concrete after placement. Strata's decision to participate in the resolution agreement is a decision based solely in support of I.C.S. Inc. in an effort to attain agreement and closure for this dispute.

Regards,

Henry Hauge  
Director of Technical Services  
Strata Corporation  
102 12<sup>th</sup> Ave NW  
West Fargo, ND 58078



**ENGINEERING DEPARTMENT**

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

March 6, 2018

ICS – Fargo Office

4838 Rocking Horse Circle

Fargo, ND 58104-6022

RE: 40<sup>th</sup> Avenue South Sidewalk Replacement – FM-14-61 Prairie Rose Flood Mitigation Project Phase 1

Dear Gary:

Thank you for your email dated February, 20, 2018 detailing the anticipated costs of a full replacement of the sidewalk on 40<sup>th</sup> Avenue South, Project FM-14-61, Prairie Rose, Phase 1. Fargo and its consulting engineer, Houston Engineering, have now confirmed the quantities correspond closely to the numbers which Houston has within their internal project documents.

As indicated in my earlier letter dated January 26, 2018, Fargo wishes to come to an agreement to closeout this project and change order the replacement of the identified sidewalk. Your email reiterates your offer to cost share the replacement, wherein the City would be responsible for 1/3 of the estimated cost of the full replacement, \$166,285.00. Fargo wishes to accept your offer of compromise, and will present a change order to the PWPEC committee and City Commission for approval, increasing the ICS contract in the amount of \$55,428.33.

Please confirm in writing your acceptance of this change order, for the work to be completed on or before July 15, 2018. Substantial completion of this project will be accomplished upon Fargo's acceptance of the replaced sidewalk and final payment will be made at that time.

I look forward to hearing from you at your earliest convenience.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jody Bertrand".

Jody Bertrand P.E., C.F.M.  
Storm Sewer Division Engineer

C: Mark Bittner

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations



**ENGINEERING DEPARTMENT**

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

January 26, 2018

ICS – Fargo Office  
4838 Rocking Horse Circle  
Fargo, ND 58104-6022

Re: Project FM-14-61 Prairie Rose Phase 1 - 40<sup>th</sup> Avenue South Path/Sidewalk

Dear Mr. Gary Beeter:

This letter is being sent to inform you of the flood mitigation project status along 40<sup>th</sup> Avenue South. City staff and our consultants from Houston Engineering and Braun Intertec have reviewed the supplied materials testing report supplied by ICS and Strata performed by American Engineering Testing Inc.

Through Braun's evaluation of Terracon's conclusions of the materials testing conducted, they are not in agreement with two of the major statements. The first being the use of deicing chemicals being a significant contributor to the surface scaling defects. Sidewalk throughout the City over decades and the most recently installed sidewalk by ICS on this project the year prior to this installation and a separate sidewalk project the following year just east of this project area do not have similar surface defects.

The second is the ability of the use of a grinding operation to correct the problem for a long life concrete pavement. Our consultant believes that if grinding were to be accomplished the likelihood of future similar distresses is probable within a couple of years. As a note, it should be mentioned that a large portion of the saw joints have pop-outs which would be a more substantial depth than could be corrected by the grinding of 1/8 of an inch of the entire surface.

With multiple factors possibly contributing to the existing condition of the sidewalk from materials to placement, finishing and curing, it has become difficult to definitively specify one item which has led to the present situation.

The City wishes to come to an agreement to closeout this project and make the necessary repairs to obtain a long lasting useable concrete product and to that end, the City will entertain the possibility of a City cost participation. The City of Fargo believes a full replacement is necessary. To enable a cost participation level to be determined, some additional information as to the overall material costs for removal and replacement, along with necessary labor to complete the replacement will be needed. After the costs have been received, the negotiations can proceed.

We appreciate your cooperation and patience as we work towards a compromise to enable the completion of this important project.

If you have any questions, please feel free to contact me at 701.241.1548.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jody Bertrand".

Jody Bertrand, PE, CFM

C: Mark Bittner, City Engineer  
Jerry Bents, Houston Engineering

Street Lighting  
Sidewalks

Design & Construction  
Traffic Engineering

Truck Regulatory  
Flood Plain Mgmt.

Mapping & GIS  
Utility Locations

COVER SHEET  
CITY OF FARGO PROJECTS

14

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:

SHARED USE PATH & INCIDENTALS

Project No. SN-18-A

Call For Bids May 7, 2018

Advertise Dates May 14, 21 & 28, 2018

Bid Opening Date (NDDOT) June 15, 2018

Substantial Completion Date October 2, 2018

Final Completion Date November 2, 2018

N/A PWPEC Report (**Part of 2018 C.I.P.**)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (**To be Bid by NDDOT**)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Baker

Phone No. 241-1545

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)



ENGINEER'S REPORT  
SHARED USE PATH & INCIDENTALS  
PROJECT NO. SN-18-A

**Nature & Scope**

Install a 10' wide concrete shared use path on what would be the 5<sup>th</sup> Street alignment between 5<sup>th</sup> Avenue S and 7<sup>th</sup> Avenue S, crossing Fargo Park District property, Dill Hill.

**Purpose**

The City of Fargo in cooperation with the North Dakota Department of Transportation, Federal Highway Administration, and Fargo Park District is proposing a shared use path improvement connecting 5th Street South to Island Park from 7th to 6th Avenues South. 5th Street South ends at 7th Avenue South, which is the north end of Hawthorne Elementary. The path will be 10' wide and will go through City of Fargo Park District Land. This project will fill in a missing connection between 5th Street and Island Park, and also further to the north, the Broadway district.

The City of Fargo, the Fargo Park District, and Metro COG have planned for an extensive off-street system of shared use paths. This project is one that has been identified by all parties to move forward.

**Feasibility**

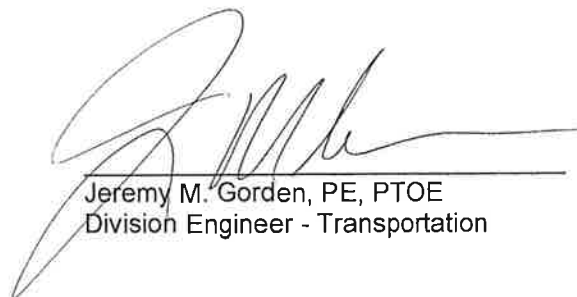
The estimated construction cost of this project is \$216,068.03 (\$172,854.42 Federal, \$43,213.61 Local). There are three funding sources; Federal Transportation Alternatives Program Funds (TAP), Fargo Park District Funds, and Fargo Infrastructure Sales Tax Funds. The breakdowns are as follows:

<b>Costs:</b>	
Construction Costs:	\$ 216,068.03
6% Engineering Fees (on Local Funds):	\$ 2,592.82
3% Legal (on Local Funds):	\$ 1,296.41
4% Interest (on Local Funds):	\$ 1,728.54
<b>Total:</b>	<b>\$ 221,685.80</b>

<b>Funding:</b>	
TAP funds	\$ 172,854.42
Fargo Park District funds	\$ 24,415.69
Infrastructure Sales Tax funds	\$ 24,415.69

We believe this project to be cost effective.



  
Jeremy M. Gorden, PE, PTOE  
Division Engineer - Transportation

AMENDED  
5-3-2018

ENGINEER'S REPORT

16

RAISED REDESTRIAN CROSSING, RADIUS IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. TN-18-A

**Nature & Scope**

This project calls for the installation of a raised Pedestrian Crosswalk, Solar Flashers, Pavement Markings, and Signage. The goal of the project is to improve safety for those walking or biking to the new Northside Elementary School and are located in the West Fargo school district.

**Purpose**

The purpose of the project is to provide safe crossings for the students of Northside Elementary School.

**Feasibility**

The estimated cost of construction is summarized as follows:

Estimated Construction Cost:	\$ 99,175.00
Plus 11% Engineering	\$ 10,909.25
Plus 6% Admin	\$ 5,950.50
Plus 3% Legal	\$ 2,975.25
Plus 4% Interest	\$ 3,967.00
Total Estimated Project Cost:	\$ 122,977.00

This project will be funded with Special Assessments.

We believe this project to be cost effective.



Jeremy M. Gorden, P.E., PTOE  
Division Engineer - Transportation

## REPORT OF ACTION

(17)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-B1 Type: Early Build Permit  
 Location: Grayland First Addition Date of Hearing: 4/30/2018  
 Lot 10, Block 4

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/7/2018</u>
PWPEC File	<u>X</u>
Project File	<u>Brenda Derrig</u>

The Committee reviewed an early build permit request submitted by West Fargo Public Schools for the new elementary school on Lot 10, Block 4 in Grayland First Addition. Site access can be maintained during the construction of 54<sup>th</sup> Avenue S since it is adjacent to 63<sup>rd</sup> Street. The infrastructure work for this area will be bid under the project noted above. A deposit will be required of \$9,500.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Ben Dow, the Committee voted to recommend approval of the early building permit.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Early Building Permit.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Brenda Derrig, Division Engineer *BD*  
**Date:** April 26, 2018  
**CC:** Jason Satterlund  
Mark Lemer, West Fargo Public School  
**Re:** BN-18-B1 Grayland First Addition – Early Building Permit in Lot 10, Block 4

---

Attached you will find a request for an early building permit from West Fargo Public School for the new elementary school on Lot 10, Block 4 in Grayland First Addition.

Site access can be maintained during the construction of 54<sup>th</sup> Avenue South, since it is adjacent to 63<sup>rd</sup> Street.

The applicant will need to sign the agreement noting their access location.

As part of the early building permit, the applicant has provided a deposit that could be used to repair any impacts from the site construction to the municipal project. We used 475' frontage at \$20/ff. This brings the total to \$9,500 for their deposit.

### **Recommended Motion:**

I recommend that the Public Works Project Evaluation Committee approve the early building permit request for Lot 10, Block 4 Grayland First Addition and collect a deposit of \$9,500.







**AGREEMENT**

**EARLY BUILDING PERMIT**

**THIS AGREEMENT**, made and entered into by and between **THE CITY OF FARGO**, a North Dakota municipal corporation, 200 North Third Street, Fargo, North Dakota 58102, hereinafter referred to as "City", and **WEST FARGO PUBLIC SCHOOL DISTRICT #6**, a North Dakota political subdivision, hereinafter referred to as "Owner", and **LEE JONES & SON CONSTRUCTION CO.**, a North Dakota corporation, hereinafter referred to as "Builder" (collectively hereafter "Builder").

**WITNESSETH:**

**WHEREAS**, building permits are not available until sewer and water main connections are functional, except under limited circumstances and by agreement of the parties; and,

**WHEREAS**, for large building projects (commercial, industrial and multi-family [8-plex or greater]), permits may be issued prior to completion of said underground utilities, provided certain criteria are met; and,

**WHEREAS**, installation of utilities and paving can take place during the time said building projects are under way; and,

**WHEREAS**, City requires a deposit, cash, check or letter of credit, as one of the conditions for granting early building permits, said deposit to be utilized, if necessary, to reimburse City for any costs incurred by City arising out of Owner's, Builder's, Developers', Agents' or Subcontractors' activities under the early building permit; and,

**WHEREAS**, City requires an agreement with Owner and Builder relative to the issuance of early building permits.

**NOW, THEREFORE**, for good and valuable consideration hereby acknowledged, it is agreed by and between the parties as follows:

1. City agrees to issue an early building permit to Owner and Builder for the project, provided all conditions precedent are met.

2. In consideration of the issuance of said early building permit for the project stated, Owner agrees to deposit with City a cash deposit or letter of credit in the amount of Nine Thousand Five Hundred Dollars (\$9,500.00) (\$20.00 per front foot of lot covered by the permit). Said cash deposit may be utilized by City for any building site impacts, municipal project impacts, including utilities or paving, payment for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning adjacent streets impacted by building construction. It is specifically understood and agreed that this list is not exhaustive or exclusive, and that the City may use the deposited funds for any costs incurred by City due to Builder's activities.

3. Owner and Builder agree to be bound by the terms of the City of Fargo's policy on early building permit waivers. Builder agrees to provide a building site plan drawing showing access points and exact service utility connections before any construction activities may take place, such drawing and/or site plan must clearly show sanitary sewer, water sewer service, and storm sewer plans. Builder shall specify the following:

- a. Site access to the building that will not impact municipal utilities/paving installation.
- b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.
- c. Building construction and occupancy schedule.
- d. Contact person for notification including name, address and phone.

4. City agrees to provide Builder 48-hour notice of project start-up. Builder agrees to clear right-of-way for such public construction. During construction, City shall give Builder two (2) hour notice to clear any area impacted by the City project.

5. Owner and Builder agree to indemnify and hold City harmless for any delays in municipal projects (i.e. utilities or paving) resulting from Builder's activities including, but not limited to, site interference, storage of construction materials, or any other activities permitted by the Early Building permit.



6. Owner and Builder understand and agree to accept all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Owner and Builder waive, for themselves and successors, any and all claims for damages against City as a result of any delay in the installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project. Owner and Builder are not third party beneficiaries of the City contract and has no rights thereunder.

7. Owner and Builder agree to acquire any easements deemed necessary for site access to the building site. City shall not be responsible for easements.

8. Owner and Builder understand and agree that without installation of streets there is limited access to the site for fire and police protection. Builder agrees it is solely responsible for any access limitations, and Owner and Builder agree to indemnify and hold the City harmless from any all claims or damages alleged as a result of the limited site access.

9. The parties agree that any cash deposit or letter of credit remaining unused upon completion of the paving project (thus completing the public construction) shall be returned to the remitter upon application.

10. The project and project location are as follows:  
5565 63<sup>rd</sup> Street South, Fargo, ND

**IN WITNESS WHEREOF**, the parties have entered into this agreement the day and year first above written.

Approved by Fargo City Commission on this \_\_\_\_ day of \_\_\_\_\_, 2018.

---

Timothy J. Mahoney, Mayor

ATTEST:

---

Steve Sprague, City Auditor

Approved by Public Works Projects Evaluation Committee on this 30<sup>th</sup> day of April, 2018.



Brenda Derrig, Division Engineer

**Builder:**

Lee Jones & Son Construction Co.

Dated: 5/2/2018



By:

Its:



**Owner:**

West Fargo Public School District #6

Dated: 5/2/2018



## REPORT OF ACTION

(18)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-B2  
 NDDOT Project NHU-CPU-8-081(038)927

Type: Contract Amendment #2

Location: 10th St N, 4th Ave—BNSF Underpass

Date of Hearing: 4/30/2018

<u>Routing</u>	<u>Date</u>
City Commission	5/7/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #2 submitted by Houston Engineering for additional services in the amount of \$169,583.18, bringing the total contract amount to \$257,445.18.

Staff is recommending approval.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #2.

RECOMMENDED MOTION

Approve Contract Amendment #2 to Houston Engineering in the amount of \$169,583.18.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Yes	No
	N/A
	N/A
	N/A

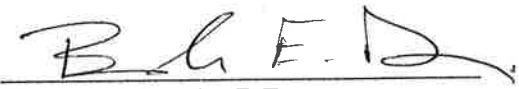
Developer meets City policy for payment of delinquent specials  
 Agreement for payment of specials required of developer  
 Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

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

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

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Kristi Olson



## Memorandum

**To:** PWPEC *REL, PE, CFM*  
**From:** Roger Kluck, Civil Engineer II, Storm Water  
**Date:** April 25, 2018  
**Re:** Improvement District No. BR-18-B2 – Request for Change Order #2 to Consultant Services for land surveyor assistance for parcel acquisition during bidding and construction services for a Replacement Storm Sewer Lift Station on 10<sup>th</sup> Street N between 4<sup>th</sup> Avenue and 6<sup>th</sup> Avenue N as part of NDDOT project NHU-CPU-8-081(038)927

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### Background:

Improvement District No. BR-18-B2 was initiated to provide the design services to replace the storm sewer lift station on 10<sup>th</sup> Street N between 4<sup>th</sup> Avenue and the BNSF underpass as part of a larger project being designed by the NDDOT (Federal Aid project NHU-CPU-8-081(038)927) for 10<sup>th</sup> Street reconstruction from 4<sup>th</sup> Avenue to 12<sup>th</sup> Avenue, in 2018.

The lift station on 10<sup>th</sup> Street N, north of 4<sup>th</sup> Avenue was last upgraded in 1977. The 1977 project provided for separation of storm sewer flow from sanitary sewer flow. The lift station is currently on BNSF property and has seen limited maintenance by them. The intent is to replace the existing lift station and relocate it to City right-of-way for long-term ease of maintenance by the City. The cities "Master Services Agreement" was used as the vehicle to solicit cost proposals from already pre-approved consultants to perform storm sewer lift station replacement design services. Houston Engineering was selected as the project consultant. The original approved agreement was for \$25,862.00.

During the design process, it was determined that the following items would be necessary to provide a complete design for relocation of the storm sewer lift station: Additional Design Services-Hydrologic & Hydraulic analysis for pipe and lift station sizing, Additional Design Services-Structural Analysis for the chosen lift station new location off Railroad Right of Way, Additional Design Services- for design of detours to install the force main pipe from the new lift station location, Additional Design Services-Project Management/Coordination/Right of Way was required beyond the original project scope to integrate the City's work with the NDDOT project and design schedule. This change order for \$62,000.00 was approved by PWPEC 9-26-17.

During the right of way purchase negotiations additional land surveyor services were needed to clear up land ownership with the railroad of the chosen location for the new lift station. This extra work amounted to \$3,887.18.

The overall corridor project has been bid and awarded thru the NDDOT. NDDOT projects require specialized record keeping, full time inspection services, and construction staking. It is

Improvement District No. BR-18-B2  
PWPEC  
April 25, 2018

appropriate to request the costs to provide these services from the design engineer. Houston Engineering has provided the City with the attached detailed services quote on a not to exceed hourly services basis:

Houston Engineering Construction Services including construction staking for new lift station and related work:	\$140,000.00
Braun Intertec Materials Testing Services:	\$25,696.00
TOTAL	\$165,696.00

The recap of engineering consultant services are as follows:

Original Contract:	\$25,862.00
Change Order 1:	\$62,000.00
Change Order 2:	\$169,583.18 (\$3,887.18 + \$165,696.00)
Total	\$257,445.18

Funding will come from special assessments.

Recommended Motion

Approve the change order costs to the Houston Engineering, Inc. contract for \$169,583.18.

REK/klo  
Attachments

C: Mark Bittner  
Brenda Derrig  
Jeremy Gorden  
Jody Bertrand

## Roger Kluck

---

**From:** Gabe Bladow <gbladow@houstoneng.com>  
**Sent:** Wednesday, April 25, 2018 11:44 AM  
**To:** Roger Kluck  
**Cc:** Jeremy Gorden; Jody Bertrand; zz.6059-136  
**Subject:** RE: BR-18-B2 construction services proposal request

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

---

Roger,

I left you a voicemail a bit ago. I just want to make sure I get you everything you need for PWPEC. I think my comments below cover the questions you had. If you need any information beyond whats in this email, please give me a call.

- The total cost we have incurred to date for the BNSF work is \$3887.18. You may want to confirm with Jeremy and/or Shawn if there is any expectation for additional work from HEI on this task before giving a budgetary number to PWPEC. My understanding is that there is not.
- For the purposes of your memo, we had assumed that \$10,000 of the \$140,000 construction services quote would be devoted to construction staking and as-built data collection. The remaining \$130,000 would be for submittal reviews/coordination/observation/close-out.

Thanks,

**Gabe Bladow, PE**  
Civil Engineer  
Houston Engineering, Inc.  
O 701.237.5065 | D 701.499.2091 | F 701.237.5101

---

**From:** Roger Kluck <rkluck@FargoND.gov>  
**Sent:** Wednesday, April 25, 2018 10:14 AM  
**To:** Gabe Bladow <gbladow@houstoneng.com>  
**Cc:** Jeremy Gorden <JGorden@FargoND.gov>; Jody Bertrand <JBertrand@FargoND.gov>; Adam Walker <awalker@houstoneng.com>; zz.6059-136 <6059-136@houstoneng.com>; Rick Gunderson <rgunderson@houstoneng.com>  
**Subject:** RE: BR-18-B2 construction services proposal request

[External Email]

---

Gabe please send me today the costs for the pre-bid services for clearing up the title issues so I can add to my memo to PWPEC on the construction services. Thank you

**Roger E. Kluck, PE, CFM**  
Engineer II Storm Water  
City of Fargo  
200 N 3<sup>rd</sup> Street  
Fargo, ND 58102

701- 241-1537(work)  
701-361-5354 (cell)  
[rkluck@FargoND.gov](mailto:rkluck@FargoND.gov)

---

**From:** Gabe Bladow [<mailto:gbladow@houstoneng.com>]  
**Sent:** Tuesday, April 24, 2018 10:44 AM  
**To:** Roger Kluck <[rkluck@FargoND.gov](mailto:rkluck@FargoND.gov)>  
**Cc:** Jeremy Gorden <[JGorden@FargoND.gov](mailto:JGorden@FargoND.gov)>; Jody Bertrand <[JBertrand@FargoND.gov](mailto:JBertrand@FargoND.gov)>; Adam Walker <[awalker@houstoneng.com](mailto:awalker@houstoneng.com)>; zz.6059-136 <[6059-136@houstoneng.com](mailto:6059-136@houstoneng.com)>; Rick Gunderson <[rgunderson@houstoneng.com](mailto:rgunderson@houstoneng.com)>  
**Subject:** RE: BR-18-B2 construction services proposal request

<b>CAUTION:</b> This email originated from an outside source. Do not click links or open attachments unless you know they are safe.
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Roger,

Please see the attached proposal. I tried to get in contact with Jason Winter, who I believe will be the PM from Master Construction on this project, to get some information on expected commencement/completion dates for the lift station portion of the project and estimated weekly/daily working hours. He answered once but told me he hadn't looked at the plans yet ☹️. So, without much information to go on, we made some assumptions as follows:

1. We will have a full-time (40 hrs/week) RPR on-site for the months of June, July, and August. In reality, we expect it to be more like 60 hours some weeks, 20 hours other weeks, and possibly some weeks where we aren't required to be there at all. The RPR on this project will be Tom Kornkven. Tom has been an engineer with us for 3 years. He has spent the bulk of those 3 years performing observation on the downtown flood control projects. He did so under the guidance of Mike Buerkley, who is our construction inspection lead at HEI. Tom has a lot of experience with reinforced concrete projects.
2. We assumed 8 hrs/week for reporting and coordination in the office. Adam Walker will lead the reporting. Adam performs the same services for the majority of NDDOT projects in our Fargo office and has over 10 years of experience doing so.
3. We assumed 4 hrs/week for general project management, coordination meetings, and additional observation. I will be performing the overall project management for this project. Time under this task will cover any required contractor, City, or NDDOT coordination meetings, as well as additional observation time required of myself, or of our structural engineers.
4. The remaining cost in the proposal includes costs for submittal review, construction staking, construction material testing, electrical and controls (submittal review, observation as needed, and start-up services), project closeout and "as-constructed" documents.

Also, we have some outstanding time that hasn't been billed yet for the assistance that Jim Schlieman provided for the BNSF property acquisition. I was waiting to see if we were asked to provide construction services before submitting an amendment to our original contract. If our proposal is acceptable, I could add that on as a separate task and submit the whole package as a contract amendment. If not, I can do a separate contract amendment for that work. Please advise.



Please review and let us know if you would like us to make any adjustments to the provided scope. I will be out of the office this afternoon but should be in all day Wednesday and Thursday if you need to call me. Otherwise, I'll be available via email this afternoon.

Thanks,

Gabe Bladow, PE  
Civil Engineer  
Houston Engineering, Inc.  
O 701.237.5065 | D 701.499.2091 | F 701.237.5101

-----Original Message-----

From: Roger Kluck <[rkluck@FargoND.gov](mailto:rkluck@FargoND.gov)>  
Sent: Friday, April 13, 2018 1:35 PM  
To: Gabe Bladow <[gbladow@houstoneng.com](mailto:gbladow@houstoneng.com)>  
Cc: Jeremy Gorden <[JGorden@FargoND.gov](mailto:JGorden@FargoND.gov)>; Jody Bertrand <[JBertrand@FargoND.gov](mailto:JBertrand@FargoND.gov)>  
Subject: BR-18-B2 construction services proposal request

[External Email]

Gabe we are also mailing this.

Roger E. Kluck, PE, CFM  
Engineer II Storm Water  
City of Fargo  
200 N 3rd Street  
Fargo, ND 58102

701- 241-1537(work)  
701-361-5354 (cell)  
[rkluck@FargoND.gov](mailto:rkluck@FargoND.gov)

-----Original Message-----

From: RicohScanner@cityoffargo.com [mailto:[RicoHScanner@cityoffargo.com](mailto:RicoHScanner@cityoffargo.com)]  
Sent: Friday, April 13, 2018 1:20 PM  
To: Roger Kluck <[rkluck@FargoND.gov](mailto:rkluck@FargoND.gov)>  
Subject: Scanned Image From Ricoh Scanner

This E-mail was sent from "RNP0026738D3C2A" (Aficio MP 7502).

Scan Date: 04.13.2018 13:19:34 (-0500)  
Queries to: [RicoHScanner@cityoffargo.com](mailto:RicoHScanner@cityoffargo.com)



April 24, 2018

**VIA Email** ([rkluck@FargoND.gov](mailto:rkluck@FargoND.gov))

Roger Kluck, PE, CFM  
City of Fargo Engineering Department  
200 North 3rd Street  
Fargo, ND 58102

**Subject: City of Fargo MSA Project No. BR-18-B2 – Construction Services for a New Storm Sewer Lift Station**

Dear Roger:

Houston Engineering, Inc. (HEI) appreciates the opportunity to submit this proposal and offer the City of Fargo (City) construction services for City of Fargo Project No. BR-18-B2. We are excited about this project and will use our recent and relevant experience providing construction services for similar projects in the downtown area throughout this project.

Based on our knowledge of the project and the design that has been completed to date, HEI proposes the following scope items to provide services during construction of the new storm sewer lift station, appurtenances, and incidental work. We have also included any assumptions that went into developing the scope and cost proposal.

- HEI and our subconsultants will provide construction services for the project items related to construction of the storm sewer lift station, which generally consists of all items in Section 199, Sheets 25-66 of the overall plan set. This includes contractor submittal review, construction staking, construction observation, construction reporting and record keeping, and as-built drawing completion. All tasks will be completed to NDDOT standards, and in cooperation with NDDOT and City inspections which are being completed for the additional portions of the overall project.
- The proposal assumes a 12-week construction period for which HEI will provide full time construction observation (40 hours/week), construction reporting (8 hours/week), and construction coordination (4 hours/week).



Roger Kluck  
April 24, 2018  
Page 2

- HEI's electrical subconsultant (JK Engineers) will complete submittal review for all electrical and controls related items. JK Engineers will also provide additional observation for electrical and controls construction as needed, which will include assistance with start-up.
- HEI's subconsultant (Braun Intertec) will provide materials testing during construction. A copy of their cost-based proposal is attached to this letter. The total cost for testing services is dependent on the schedule for concrete pours which is unknown at this time. It is possible that the cost for testing will be reduced, but will not exceed the cost in the quote.

The principal HEI team assigned to this project is as follows:

**Gabe Bladow**

As Project Manager, Gabe will use his knowledge from the design of the 10th Street storm sewer lift station for the City to ensure the construction phase of this project goes smoothly. Throughout his time at HEI, Gabe has been in charge of designing lift station hydraulics for sanitary sewer, storm sewer, and flood protection lift stations for the City of Fargo, City of Minot, the F-M Diversion Authority, and other municipalities.

**Adam Walker**

Adam will lead all construction services for this project. He has served as Project Manager on numerous NDDOT construction engineering projects and will use that knowledge to ensure NDDOT standard requirements during construction from NDDOT bid award through final payment to the contractor are met. Adam currently holds numerous NDDOT certifications and trainings including Asphalt Pavement Inspection, Traffic Control Supervisor Training, and Erosion & Sediment Control Training.

**Tom Kornkven**

Tom will provide the City with construction observation services for the new 10th Street storm sewer lift station. Tom performed observation throughout the entire construction on the 2nd Street/Downtown Flood Risk Management projects, giving him insight into your specific needs. Throughout this project he became very familiar with the City's expectations and will use his learned knowledge on this project.



Roger Kluck  
April 24, 2018  
Page 3

HEI proposes to complete the City's scope for BR-18-B2 for a not-to-exceed cost of **\$140,000.00**, which is based upon the scope and assumptions provided in this quote letter. Please let us know if you believe there are any errors in scope definition assumptions or if there is overlap between construction services proposed to be provided by HEI and services provided by the City and the NDDOT.

Thank you for this opportunity, and we encourage you to contact us with any questions you may have.

Sincerely,

HOUSTON ENGINEERING, INC.

Gabe Bladow, PE  
Direct: 701.499.2091  
gbladow@houstoneng.com



Braun Intertec Corporation  
526 10th Street NE, Suite 300  
P.O. Box 485  
West Fargo, ND 58078

Phone: 701.232.8701  
Fax: 701.232.7817  
Web: braunintertec.com

April 23, 2018

Proposal QTB077121

Mr. Gabe Bladow, PE  
Houston Engineering, Inc.  
1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102

Re: Proposal for Construction Materials Testing Services  
10<sup>th</sup> Street North Lift Station  
NDDOT Project NHU-CPU-8-081(038)927, City of Fargo Project BR-18-B1  
Fargo, North Dakota

Dear Mr. Bladow:

Braun Intertec Corporation respectfully submits this proposal to provide construction materials testing services for the 10<sup>th</sup> Street North Lift Station project located in Fargo, North Dakota.

We completed the geotechnical evaluation so we have a unique understanding of the subsurface soils, site constraints and construction challenges. We can aid the construction oversight team by applying this experience and transferring our knowledge developed during the design phase, which will provide professional continuity to the construction. Our work to date on the project gives us familiarity with the project team and design development, which allows us to understand some of the considerations used when constructing the project.

Since our inception in 1957, we have grown into one of the largest employee owned engineering firms in the nation. With around 1,000 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within five miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

## **Our Understanding of Project**

This project will include the demolition of one lift station and two bridge abutments, and the construction of a new storm water lift station and three hundred feet of retaining wall. This project will consist of improvements to the storm water utilities, pavement subgrade preparation, aggregate base, structural backfill, new concrete curb and gutter, sidewalks, concrete pavement, retaining walls and a storm water lift station.

This project is a City of Fargo project with state funding. Projects that are constructed with state funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the North Dakota Department of Transportation's (NDDOT's) 2014 Standard Specifications for Road and Bridge Construction along with the NDDOT Field Sampling and Testing Manual. Personnel with NDDOT certifications must complete the monitoring and testing.

Braun Intertec will perform the QA field testing on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all of the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.

## **Available Project Information**

This proposal was prepared using the following documents and information.

- Project plans prepared by Houston Engineering, dated August 18, 2017.
- NDDOT Standard Specifications for Road and Bridge Construction 2014.
- NDDOT Field Sampling and Testing Manual.
- Geotechnical report No. B1706258, prepared by Braun Intertec, dated July 14, 2017
- Correspondence with Mr. Gabe Bladow with Houston Engineering in regards to our scope of services.

## **Braun Intertec Project Personnel**

For this project, we will provide technicians that are NDDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Soils Field Tester
- Aggregate Tester
- ACI Concrete Field Testing Technician – Grade 1

## **Scope of Services**

We will provide NDDOT certified technicians working under the direction of a registered professional engineer to perform our testing services. Our testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or the project contractors. We have reviewed the available project information and based on our discussions with you propose to provide the testing items listed below.

### **Soil Related Services**

- Observe and evaluate the soils exposed in the bottoms of excavations to evaluate if the soils are similar to those encountered by soil borings associated with the referenced geotechnical report, and suitable for support of excavation backfill, additional required fill, and the project's structural design loads.
- Perform laboratory mechanical analyses (gradations) of prospective granular materials.

- Sample and perform laboratory Proctor tests to evaluate the maximum standard Proctor dry densities and optimum moisture contents of prospective backfill and subgrade materials.
- Test compacted backfill and fill placed below sidewalks, and in areas for which compaction specifications have been provided, to evaluate the relative compaction achieved.

#### **Concrete Related Services**

- Sample and perform laboratory mechanical analysis (gradations) of the concrete aggregates.
- Sample and perform moisture content testing of the concrete aggregates.
- Sample and test the plastic concrete for slump, air content, temperature, unit weight and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians.
- Perform laboratory compressive strength testing of the concrete strength specimens.

#### **Project Communication and Reporting Services**

- Review test results and observation reports.
- Management, including scheduling of our field personnel, and communication with the contractor and design team.
- Transmit results one or two times per week to the contractor and design team.

#### **Assumptions**

The costs associated with the proposed scope of services were estimated using several assumptions. If the construction schedule is modified, the plans change, or the contractor completes the various phases of the project at different rates than are assumed herein, or at rates that require more tests, hours per trip or trips, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Assumptions regarding the quantity of lab tests and number of hours for testing and sampling are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- Ready mix concrete will consist of 1 fine aggregate and 2 coarse aggregates.
- We assume the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- No special site specific training or gear is required to complete our scope of services.



- We require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

## Cost

We will furnish the services described in this proposal for an estimated fee of **\$25,696.00**. A cost estimate table showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. Invoices for our services will be based on the actual number of hours provided for the project and the units tested. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. After reviewing this proposal, **please sign and return one copy to our office as notification of acceptance and authorization to proceed**. If anything in this proposal is not consistent with your requirements, please let us know immediately. Braun Intertec will not release any written reports until we have received a signed agreement. Also, ordering services from Braun Intertec constitutes acceptance of the terms of this proposal including the attached General Conditions.

The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

Houston Engineering, Inc.  
Proposal QT8077121  
April 23, 2018  
Page 5

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

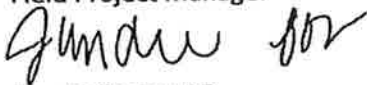
To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mike Marquart at 701.353.9915 (mmarquart@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



Michael Marquart  
Field Project Manager



Ezra Ballinger, PE  
Principal/Senior Engineer

Attachments:

Cost Estimate Table

General Conditions – CMT (1/1/18)

The proposal is accepted. We will reimburse you in accordance with this agreement, and you are authorized to proceed:

City of Fargo

Authorizer's Firm

Authorizer's Signature

Timothy J. Mahoney

Authorizer's Name (please print or type)

Mayor

Authorizer's Title

Date

**BRAUN**

# BRAUN INTERTEC

The Science You Build On.

## Project Proposal

QTB077121

10th Street North Lift Station

**Client:**

Houston Engineering, Inc.  
Gabe Bladow  
1401 21st Avenue North  
Fargo, ND 58102  
(701) 237-5065

**Work Site Address:**

10th St. N. & 4th Ave. N.  
Fargo, ND 58102

**Service Description:**

Construction Materials Testing Services

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Soil</b>				
<b>Activity 1.1</b>	<b>Soil Observations</b>				<b>\$370.50</b>
206	Excavation Observations	3.00	Hour	95.00	\$285.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Foundation Excavations	1.00	Trips	3.00	3.00
128	Senior Engineer	0.50	Hour	171.00	\$85.50
<b>Activity 1.2</b>	<b>Soil Testing</b>				<b>\$5,184.00</b>
217	Compaction Testing, Non-Nuclear	64.00	Hour	81.00	\$5,184.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Aggregate Base	2.00	Trips	2.00	4.00
	Subgrade Preparation	2.00	Trips	2.00	4.00
	Structure Demolition Backfill	8.00	Trips	2.00	16.00
	Retaining Wall Backfill	4.00	Trips	2.00	8.00
	Lift Station Backfill	12.00	Trips	2.00	24.00
	Utility Trench Backfill	4.00	Trips	2.00	8.00
<b>Activity 1.3</b>	<b>Soil Lab Tests</b>				<b>\$1,492.00</b>
1318	Standard Proctor Test (ASTM D 698), per sample	4.00	Each	175.00	\$700.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	6.00	Each	132.00	\$792.00
<b>Phase 1 Total:</b>					<b>\$7,046.50</b>
<b>Phase 2</b>	<b>Concrete</b>				
<b>Activity 2.1</b>	<b>Concrete Testing</b>				<b>\$5,073.00</b>
261	Concrete Testing	53.00	Hour	81.00	\$4,293.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Trips	2.00	8.00
	Curb & Gutter	3.00	Trips	2.00	6.00
	Pavement	2.00	Trips	2.00	4.00
	Controlled Density Fill	1.00	Trips	2.00	2.00
	Retaining Wall Footings	4.00	Trips	3.00	12.00
	Retaining Wall Stem Walls	4.00	Trips	2.00	8.00
	Lift Station Mud Mat	1.00	Trips	2.00	2.00
	Lift Station Footings	1.00	Trips	2.00	2.00
	Lift Station Roof Slab	1.00	Trips	2.00	2.00
	Lift Station Walls (Less Than 25 CY)	2.00	Trips	2.00	4.00
	Lift Station Walls (Over 25 CY)	1.00	Trips	3.00	3.00
278	Concrete Cylinder Pick up	10.00	Hour	78.00	\$780.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Cylinder Pickup	20.00	Trips	0.50	10.00
<b>Activity 2.2</b>	<b>Concrete Lab Tests</b>				<b>\$9,012.00</b>
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	128.00	Each	24.00	\$3,072.00
	<i>Work Activity Detail</i>	<i>Qty</i>	<i>Units</i>	<i>Hrs/Unit</i>	<i>Extension</i>
	Sidewalks	4.00	Set	4.00	16.00



The Science You Build On.

## Project Proposal

QTB077121

10th Street North Lift Station

	<i>Curb &amp; Gutter</i>	3.00 Set	4.00	12.00	
	<i>Pavement</i>	2.00 Set	6.00	12.00	
	<i>Controlled Density Fill</i>	1.00 Set	4.00	4.00	
	<i>Retaining Wall Footings</i>	8.00 Set	4.00	32.00	
	<i>Retaining Wall Stem Walls</i>	4.00 Set	6.00	24.00	
	<i>Lift Station Mud Mat</i>	1.00 Set	4.00	4.00	
	<i>Lift Station Footings</i>	1.00 Set	4.00	4.00	
	<i>Lift Station Walls</i>	4.00 Set	4.00	16.00	
	<i>Lift Station Roof Slab</i>	1.00 Set	4.00	4.00	
1152	Moisture content (ASTM D 2216), per sample	72.00 Each	15.00		\$1,080.00
1163	Sieve Analysis - Concrete Aggregates, per sample	27.00 Each	105.00		\$2,835.00
209	Sample pick-up	25.00 Hour	81.00		\$2,025.00
Phase 2 Total:					\$14,085.00

<b>Phase 3</b>	<b>Project Management, Engineering Review &amp; Oversight</b>				
<b>Activity 3.1</b>	<b>Project Management</b>				<b>\$4,564.50</b>
238	Project Assistant	9.00 Hour	81.00		\$729.00
226	Project Manager	25.00 Hour	150.00		\$3,750.00
128	Senior Engineer	0.50 Hour	171.00		\$85.50
Phase 3 Total:					\$4,564.50

<b>Proposal Total:</b>	<b>\$25,696.00</b>
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**Section 1: Agreement**

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**Section 2: Our Responsibilities**

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

**2.4** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

**Section 3: Your Responsibilities**

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.5** The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

**3.6** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

**Section 4: Reports and Records**

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**Section 5: Compensation**

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

*business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

**6.3** You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

**8.5** If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

**8.6** No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

19-1

May 2, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BN-18-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 2, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-18-A1, located at Bison Meadows Addition Underground and Paving Phase II.

The bids were as follows:

KPH, Inc.	\$2,075,244.22
Dakota Underground Co., Inc.	\$2,313,550.49
Engineer's Estimate	\$2,551,361.25

The special assessment escrow is not required.

This office recommends award of the contract to KPH, Inc. in the amount of \$2,075,244.22 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-A1**  
**Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

Bison Meadows Addition Underground and Paving Phase II

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-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	1,379.00	1.00	1,379.00
2 F&I Pipe SDR 26 - 6" Dia PVC	LF	4,346.00	23.00	99,958.00
3 F&I Pipe SDR 26 - 8" Dia PVC	LF	1,640.00	33.00	54,120.00
4 F&I Pipe SDR 35 - 10" Dia PVC	LF	628.00	58.00	36,424.00
5 F&I Pipe SDR 35 - 12" Dia PVC	LF	1,379.00	60.00	82,740.00
6 F&I Manhole 4' Dia Reinf Conc	EA	10.00	3,560.00	35,600.00
7 F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	1.00	7,165.00	7,165.00
8 Connect Pipe to Exist Pipe	EA	6.00	550.00	3,300.00
9 Plug Pipe 8" Dia	EA	2.00	100.00	200.00
<b>Sanitary Sewer Total</b>				<b>320,886.00</b>
<b>Cass Rural Water Main</b>				
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	47.00	26.00	1,222.00
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	2,629.00	23.00	60,467.00
12 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	1,255.00	30.00	37,650.00
13 F&I Hydrant	EA	5.00	4,000.00	20,000.00
14 F&I Tapping Sleeve & Valve 12"x10"	EA	1.00	6,250.00	6,250.00
15 F&I Gate Valve 6" Dia	EA	5.00	1,250.00	6,250.00
16 F&I Gate Valve 8" Dia	EA	5.00	1,650.00	8,250.00
17 F&I Gate Valve 10" Dia	EA	4.00	2,350.00	9,400.00
18 F&I Pipe 1" Dia Copper	LF	4,170.00	18.00	75,060.00
19 Connect Water Service	EA	87.00	550.00	47,850.00
20 F&I Fittings C153 Ductile Iron	LB	1,265.00	6.00	7,590.00
<b>Cass Rural Water Main Total</b>				<b>279,989.00</b>
<b>Storm Sewer</b>				
21 F&I Manhole 4' Dia Reinf Conc	EA	7.00	2,500.00	17,500.00
22 F&I Manhole 5' Dia Reinf Conc	EA	7.00	3,900.00	27,300.00
23 F&I Manhole 7' Dia Reinf Conc	EA	2.00	9,125.00	18,250.00
24 F&I Manhole 8' Dia Reinf Conc	EA	1.00	12,400.00	12,400.00
25 F&I Inlet - Single Box (SBI) Reinf Conc	EA	20.00	1,800.00	36,000.00
26 F&I Inlet - Round (RDI) Reinf Conc	EA	6.00	1,400.00	8,400.00
27 F&I Pipe 12" Dia Reinf Conc	LF	228.00	41.00	9,348.00
28 F&I Pipe 15" Dia Reinf Conc	LF	793.00	44.00	34,892.00
29 F&I Pipe 24" Dia Reinf Conc	LF	254.00	55.00	13,970.00
30 F&I Pipe 30" Dia Reinf Conc	LF	418.00	74.00	30,932.00
31 F&I Pipe 33" Dia Reinf Conc	LF	434.00	96.00	41,664.00
32 F&I Pipe 48" Dia Reinf Conc	LF	559.00	160.00	89,440.00
33 F&I Pipe 12" Dia PVC	LF	730.00	27.00	19,710.00
34 F&I Pipe w/GB 12" Dia Reinf Conc	LF	105.00	56.00	5,880.00
35 F&I Pipe w/GB 15" Dia Reinf Conc	LF	339.00	57.00	19,323.00



**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-18-A1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

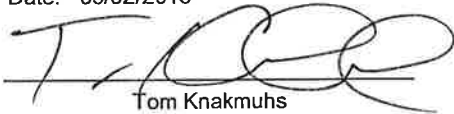
36 F&I Pipe w/GB 24" Dia Reinf Conc	LF	38.00	74.00	2,812.00
37 F&I Pipe w/GB 30" Dia Reinf Conc	LF	42.00	95.00	3,990.00
38 F&I Pipe w/GB 33" Dia Reinf Conc	LF	130.00	113.00	14,690.00
39 Plug Pipe 4" thru 12" Dia	EA	1.00	300.00	300.00
40 Plug Pipe 14" thru 24" Dia	EA	3.00	500.00	1,500.00
41 Plug Pipe 27" thru 36" Dia	EA	1.00	550.00	550.00
42 Connect Pipe to Exist Pipe	EA	4.00	550.00	2,200.00
<b>Storm Sewer Total</b>				<b>411,051.00</b>
<b>Paving</b>				
43 Remove Pavement All Thicknesses All Types	SY	928.00	11.00	10,208.00
44 Fill - Haul	CY	15,640.00	0.01	156.40
45 Excavation	CY	500.00	0.01	5.00
46 Subcut	CY	4,937.00	4.50	22,216.50
47 Subgrade Preparation	SY	14,810.00	1.50	22,215.00
48 F&I Woven Geotextile	SY	14,810.00	1.90	28,139.00
49 F&I Class 5 Agg - 7" Thick	SY	152.00	7.00	1,064.00
50 F&I Class 5 Agg - 8" Thick	SY	14,810.00	9.00	133,290.00
51 F&I Edge Drain 4" Dia PVC	LF	7,100.00	5.00	35,500.00
52 F&I Valley Gutter Reinf Conc	SY	82.00	114.00	9,348.00
53 F&I Curb & Gutter Mountable (Type I)	LF	7,100.00	14.50	102,950.00
54 Remove Curb & Gutter	LF	95.00	10.00	950.00
55 F&I Pavement 9" Thick Doweled Conc	SY	97.00	69.00	6,693.00
56 F&I Sidewalk 4" Thick Reinf Conc	SY	1,717.00	33.00	56,661.00
57 F&I Sidewalk 6" Thick Reinf Conc	SY	161.00	44.00	7,084.00
58 F&I Det Warn Panels Cast Iron	SF	312.00	47.00	14,664.00
59 F&I Aggregate for Asph Pavement FAA 43	TON	4,550.00	37.00	168,350.00
60 F&I Asphalt Cement PG 58-34	GAL	63,479.00	2.15	136,479.85
61 Casting to Grade - Blvd	EA	23.00	175.00	4,025.00
62 Casting to Grade - no Conc	EA	21.00	375.00	7,875.00
63 GV Box to Grade - Blvd	EA	9.00	150.00	1,350.00
64 GV Box to Grade - w/Conc	EA	1.00	600.00	600.00
65 GV Box to Grade - no Conc	EA	5.00	375.00	1,875.00
66 Inlet Protection - Existing Inlet	EA	12.00	135.00	1,620.00
67 Inlet Protection - New Inlet	EA	31.00	135.00	4,185.00
68 Mulching Type 1 - Hydro	SY	15,065.00	0.30	4,519.50
69 Seeding Type C	SY	15,065.00	0.15	2,259.75
<b>Paving Total</b>				<b>784,283.00</b>
<b>Site Grading</b>				
70 Clear & Grub	LS	1.00	0.01	0.01
71 Topsoil - Haul	CY	3,140.00	1.35	4,239.00
72 Topsoil - Spread	CY	20,865.00	2.00	41,730.00
73 Topsoil - Strip	CY	45,915.00	1.50	68,872.50
74 Fill - Haul	CY	83,526.00	0.01	835.26
75 Mulching Type 2 - Straw	SY	82,470.00	0.07	5,772.90
76 Seeding Type C	SY	82,470.00	0.15	12,370.50
<b>Site Grading Total</b>				<b>133,820.17</b>
<b>Street Lighting</b>				
77 F&I Feed Point	EA	1.00	10,100.00	10,100.00
78 F&I Innerduct 1.5" Dia	LF	3,914.00	4.25	16,634.50
79 F&I Luminaire Type A	EA	24.00	1,280.00	30,720.00
80 F&I Light Standard Type A	EA	24.00	1,190.00	28,560.00
81 F&I Base 5' Deep Reinf Conc	EA	24.00	1,010.00	24,240.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BN-18-A1****Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals**

82 F&I Conductor #6 USE Cu	LF	10,812.00	1.60	17,299.20
83 F&I Pull Box	EA	1.00	1,330.00	1,330.00
<b>Street Lighting Total</b>				128,883.70
<b>Signing</b>				
84 F&I Diamond Grade Cubed	SF	85.30	22.00	1,876.60
85 F&I Sign Assembly & Anchor	EA	12.00	80.00	960.00
86 F&I Barricade Type III	EA	6.00	585.00	3,510.00
87 F&I Sign Assembly	EA	8.00	53.00	424.00
88 F&I Engineering Grade	SF	20.25	19.00	384.75
89 F&I High Intensity Prismatic	SF	20.00	19.00	380.00
<b>Signing Total</b>				7,535.35
<b>Miscellaneous</b>				
90 Stormwater Management	LS	1.00	530.00	530.00
91 Temp Pumping	LS	1.00	1.00	1.00
92 Traffic Control - Type 1	LS	1.00	2,125.00	2,125.00
93 Temp Construction Entrance	EA	2.00	850.00	1,700.00
94 Temp Fence - Safety	LF	500.00	2.00	1,000.00
95 Silt Fence - Standard	LF	1,000.00	2.00	2,000.00
96 Obliterate Pavement Markings	SF	320.00	4.50	1,440.00
<b>Miscellaneous Total</b>				8,796.00
<b>Total Construction in \$</b>				<b>2,075,244.22</b>
Engineering		11.00 %		228,276.86
Legal & Misc		3.00 %		62,257.33
Contingencies		10.00 %		207,524.42
Administration		6.00 %		124,514.65
Interest		4.00 %		83,009.77
<b>Total Estimated Costs</b>				<b>2,780,827.25</b>
Cass Rural WUD Funds				375,185.26
Special Assessments				2,405,641.99
<b>Unfunded Costs</b>				<b>0.00</b>

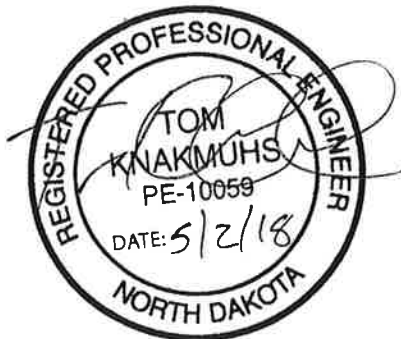
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 05/02/2018



Tom Knakmuhs

Division Engineer



May 2, 2018

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-18-G1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 2, 2018, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-18-G1, located at 4th Street South from 2nd Street South to 13th Avenue South, 10th Avenue South from 4th Street South to the east, 11th Avenue South from 4th Street South to the east.

The bids were as follows:

KPH, Inc.	\$3,285,292.32
Dakota Underground Co.	\$3,375,469.10
Master Construction	\$3,761,968.00

Engineer's Estimate	\$3,050,051.00
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The special assessment escrow is not required.

Two protests have been received amounting to less than 1% of the Improvement District. We recommend that protests be declared insufficient and the contract be awarded KPH, Inc. in the amount of \$3,285,292.32 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/klb

**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-18-G1**  
**Water Main Replacement, Street Reconstruction & Incidentals**

4th St. S. from 2nd St. S. to 13th Ave. S.  
 10th Ave. S. from 4th St. S. to the east  
 11th Ave. S. from 4th St. S. to the east

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-G1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>4th Street S/Sanitary Sewer - 4St</b>				
1 Remove Pipe All Sizes All Types	LF	380.00	8.00	3,040.00
2 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	750.00	72.00	54,000.00
3 F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	380.00	180.00	68,400.00
4 Connect Pipe to Exist Structure	EA	2.00	1,275.00	2,550.00
5 Repair Pipe w/GB 18" Dia	EA	2.00	7,645.00	15,290.00
6 Spot Repair Pipe w/GB	EA	1.00	9,325.00	9,325.00
7 Connect Sewer Service 10' to 15' Deep	EA	6.00	2,065.00	12,390.00
8 Connect Sewer Service Over 20' Deep	EA	14.00	3,150.00	44,100.00
9 Connect Sewer Service Option C	EA	20.00	715.00	14,300.00
10 Eliminate Sewer Service	EA	2.00	1,000.00	2,000.00
11 Clean Pipe 18" Dia All Types	LF	1,135.00	4.25	4,823.75
<b>4th Street S/Sanitary Sewer - 4St Total</b>				<b>230,218.75</b>
<b>4th Street S/Water Main - 4St</b>				
12 Remove Pipe All Sizes All Types	LF	2,430.00	8.00	19,440.00
13 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	100.00	60.00	6,000.00
14 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1,700.00	65.00	110,500.00
15 F&I Pipe 8" Dia Fusible PVC	LF	880.00	70.00	61,600.00
16 F&I Hydrant	EA	5.00	4,285.00	21,425.00
17 F&I Gate Valve 6" Dia	EA	12.00	1,385.00	16,620.00
18 F&I Gate Valve 8" Dia	EA	9.00	1,840.00	16,560.00
19 F&I Fittings C153 Ductile Iron	LB	1,743.00	7.00	12,201.00
20 Rem & Repl CS & Box 1" Dia	EA	24.00	670.00	16,080.00
21 Rem & Repl CS & Box 1.5" Dia	EA	2.00	900.00	1,800.00
22 F&I Pipe w/GB 1" Dia Copper	LF	776.00	47.00	36,472.00
23 F&I Pipe w/GB 1.5" Dia Copper	LF	57.00	51.00	2,907.00
24 Transfer Water Svc	EA	26.00	605.00	15,730.00
25 Furnish Temp Water Svc	EA	26.00	280.00	7,280.00
26 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	7.00	1,400.00
<b>4th Street S/Water Main - 4St Total</b>				<b>346,015.00</b>
<b>4th Street S/Storm Sewer - 4St</b>				
27 Remove Pipe All Sizes All Types	LF	726.00	8.00	5,808.00
28 Remove Inlet	EA	27.00	295.00	7,965.00
29 Remove Manhole	EA	2.00	445.00	890.00
30 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	217.00	88.00	19,096.00
31 F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	540.00	95.00	51,300.00
32 Connect Pipe to Exist Structure	EA	8.00	1,000.00	8,000.00
33 F&I Inlet - Single Box (SBI) Reinf Conc	EA	22.00	2,510.00	55,220.00
34 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,790.00	7,580.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-G1****Water Main Replacement, Street Reconstruction & Incidentals**

35 F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	3,220.00	3,220.00
36 Spot Repair Pipe w/GB	EA	1.00	5,115.00	5,115.00
37 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	1,600.00	1,600.00
<b>4th Street S/Storm Sewer - 4St Total</b>				<b>165,794.00</b>
<b>4th Street S/Storm Sewer - 4St/Storm Sewer - Flood</b>				
38 F&I Pipe w/GB 24" Dia Reinf Conc	LF	420.00	113.00	47,460.00
39 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,400.00	6,800.00
40 Connect Pipe to Exist Structure	EA	1.00	725.00	725.00
<b>4th Street S/Storm Sewer - 4St/Storm Sewer - Flood Total</b>				<b>54,985.00</b>
<b>4th Street S/Paving - 4St</b>				
41 Remove Pavement All Thicknesses All Types	SY	10,166.00	11.00	111,826.00
42 Remove Curb & Gutter	LF	5,340.00	7.00	37,380.00
43 Remove Sidewalk All Thicknesses All Types	SY	1,930.00	9.00	17,370.00
44 Remove Driveway All Thicknesses All Types	SY	900.00	9.00	8,100.00
45 Remove Tree	EA	2.00	475.00	950.00
46 Relocate Building	LS	1.00	15,800.00	15,800.00
47 Subgrade Preparation	SY	12,176.00	2.60	31,657.60
48 F&I Woven Geotextile	SY	12,176.00	1.80	21,916.80
49 F&I Class 5 Agg - 12" Thick	SY	11,350.00	11.50	130,525.00
50 F&I Edge Drain 4" Dia PVC	LF	5,193.00	5.00	25,965.00
51 F&I Curb & Gutter Standard (Type II)	LF	5,193.00	18.50	96,070.50
52 F&I Pavement 9" Thick Doweled Conc	SY	9,230.00	60.50	558,415.00
53 F&I Sidewalk 4" Thick Reinf Conc	SY	2,110.00	39.00	82,290.00
54 F&I Sidewalk 6" Thick Reinf Conc	SY	174.00	42.00	7,308.00
55 F&I Det Warn Panels Cast Iron	SF	428.00	46.00	19,688.00
56 F&I Driveway 6" Thick Reinf Conc	SY	750.00	47.00	35,250.00
57 F&I Flat MH Cover 8" Thick Reinf Conc	EA	12.00	900.00	10,800.00
58 Rem & Repl Casting - Floating Manhole	EA	12.00	1,050.00	12,600.00
59 Rem & Repl Casting - Std Manhole	EA	2.00	500.00	1,000.00
60 Casting to Grade - w/Conc	EA	41.00	510.00	20,910.00
61 Casting to Grade - Blvd	EA	7.00	235.00	1,645.00
62 GV Box to Grade - w/Conc	EA	9.00	310.00	2,790.00
63 GV Box to Grade - Blvd	EA	12.00	125.00	1,500.00
64 Stormwater Management	LS	1.00	25,000.00	25,000.00
65 Inlet Protection - Existing Inlet	EA	51.00	115.00	5,865.00
66 Inlet Protection - New Inlet	EA	24.00	130.00	3,120.00
67 Seeding Type B	SY	10,030.00	0.55	5,516.50
68 Mulching Type 1 - Hydro	SY	10,030.00	0.55	5,516.50
69 Weed Control Type B	SY	10,030.00	0.11	1,103.30
70 Temp Construction Entrance	EA	2.00	500.00	1,000.00
71 Traffic Control - Type 1	LS	1.00	50,000.00	50,000.00
72 Flagging	MHR	1,000.00	25.00	25,000.00
73 Salvage & Install Fence	LF	555.00	17.50	9,712.50
74 F&I Conduit 3" Dia	LF	280.00	16.50	4,620.00
75 F&I Sidewalk 5" Thick Reinf Conc	SY	340.00	41.00	13,940.00
76 Fill - Contractor Supply	CY	522.00	0.01	5.22
77 Topsoil - Strip & Spread	LS	1.00	50,000.00	50,000.00
78 Topsoil - Import	CY	25.00	14.00	350.00
79 F&I Class 5 Agg - 8" Thick	SY	826.00	8.00	6,608.00
80 F&I Pavement 8" Thick Reinf Conc	SY	715.00	61.00	43,615.00
<b>4th Street S/Paving - 4St Total</b>				<b>1,502,728.92</b>
<b>4th Street S/Street Lighting - 4St</b>				
81 Relocate Street Light	EA	1.00	775.00	775.00

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-G1****Water Main Replacement, Street Reconstruction & Incidentals**

82 Remove Street Light	EA	23.00	260.00	5,980.00
83 F&I Feed Point	EA	1.00	13,000.00	13,000.00
84 Remove Feed Point	EA	3.00	860.00	2,580.00
85 F&I Base 6' Deep Reinf Conc	EA	19.00	1,075.00	20,425.00
86 Remove Base	EA	23.00	425.00	9,775.00
87 F&I Conductor #6 USE Cu	LF	10,020.00	1.60	16,032.00
88 F&I Innerduct 1.5" Dia	LF	3,340.00	9.60	32,064.00
89 F&I Luminaire Type B	EA	21.00	1,850.00	38,850.00
90 F&I Pull Box	EA	4.00	1,250.00	5,000.00
91 Remove Pull Box	EA	4.00	260.00	1,040.00
92 F&I Light Standard Type B	EA	19.00	1,450.00	27,550.00
<b>4th Street S/Street Lighting - 4St Total</b>				<b>173,071.00</b>
<b>4th Street S/Traffic Signals - 4St</b>				
93 Remove Foundation Controller	EA	1.00	550.00	550.00
94 Remove Foundation Type V	EA	1.00	425.00	425.00
95 Remove Pull Box PVC	EA	5.00	260.00	1,300.00
96 Salvage Traffic Signal Equipment	LS	1.00	2,300.00	2,300.00
97 Salvage Signal Cable	LS	1.00	1,250.00	1,250.00
98 Salvage Signal Standard	EA	4.00	2,550.00	10,200.00
99 F&I Foundation Controller	EA	1.00	1,250.00	1,250.00
100 F&I Equipment Fargo Type B Cabinet	EA	1.00	56,000.00	56,000.00
101 F&I Emerg Veh Pre-emption System	EA	1.00	18,000.00	18,000.00
102 F&I Pull Box PVC	EA	17.00	1,400.00	23,800.00
103 F&I Detection Preformed Loop	EA	8.00	1,300.00	10,400.00
104 F&I Pull Box Polymer Conc	EA	2.00	2,550.00	5,100.00
105 F&I Fiber Optic Cable	LF	8,200.00	3.20	26,240.00
106 F&I Fiber Optic Terminations & Equip	LS	1.00	9,250.00	9,250.00
107 F&I Ped Push Button & Sign	EA	8.00	1,250.00	10,000.00
108 F&I Ped Push Button Post	EA	4.00	1,225.00	4,900.00
109 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	8.00	1,225.00	9,800.00
110 F&I Head 3 Sect w/12" LED MA Mtd	EA	4.00	1,275.00	5,100.00
111 F&I Head 3 Sect w/12" LED Post Mtd	EA	4.00	1,500.00	6,000.00
112 F&I Signal Cable AWG 14/2	LF	995.00	1.35	1,343.25
113 F&I Signal Cable AWG 14/20	LF	458.00	3.80	1,740.40
114 F&I Signal Cable 3M Opticom	LF	313.00	3.00	939.00
115 F&I Signal Cable Loop Lead-in	LF	979.00	1.35	1,321.65
116 F&I Signal Cable #6 RHW	LF	50.00	3.00	150.00
117 F&I Signal Cable #6 THW	LF	25.00	3.00	75.00
118 F&I Conduit 1.5" Dia	LF	37.00	9.25	342.25
119 F&I Conduit 2" Dia	LF	6,560.00	11.00	72,160.00
120 F&I Conduit 4" Dia	LF	233.00	14.50	3,378.50
121 F&I Foundation Type IV/Combo	EA	4.00	6,600.00	26,400.00
122 F&I Signal Standard Type IV - 20' MA	EA	2.00	15,000.00	30,000.00
123 F&I Signal Standard Combo - 18' MA	EA	1.00	15,000.00	15,000.00
124 F&I Signal Standard Combo - 20' MA	EA	1.00	16,000.00	16,000.00
<b>4th Street S/Traffic Signals - 4St Total</b>				<b>370,715.05</b>
<b>4th Street S/Signing - 4St</b>				
125 F&I Diamond Grade Cubed	SF	89.30	20.50	1,830.65
126 F&I Engineering Grade	SF	88.00	14.50	1,276.00
127 F&I High Intensity Prismatic	SF	39.00	18.25	711.75
128 F&I Sign Assembly	EA	4.00	76.00	304.00
129 F&I Sign Assembly & Anchor	EA	36.00	71.00	2,556.00
<b>4th Street S/Signing - 4St Total</b>				<b>6,678.40</b>

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # BR-18-G1****Water Main Replacement, Street Reconstruction & Incidentals****4th Street S/Pavement Markings - 4St**

130 F&I Grooved Contrast Film 7" Wide	LF	7,899.00	10.00	78,990.00
131 F&I Grooved Plastic Film 16" Wide	LF	64.00	22.00	1,408.00
132 F&I Grooved Plastic Film 24" Wide	LF	192.00	36.00	6,912.00
133 Paint Epoxy Message	SF	338.00	13.00	4,394.00
134 F&I Methacrylate	SF	1,744.00	29.00	50,576.00
<b>4th Street S/Pavement Markings - 4St Total</b>				<b>142,280.00</b>

**10th Avenue S/Sanitary Sewer - 10Ave**

135 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	100.00	88.00	8,800.00
136 Connect Sewer Service Less Than 10' Deep	EA	5.00	1,200.00	6,000.00
137 Connect Sewer Service Option C	EA	5.00	885.00	4,425.00
138 Clean Pipe 8" Dia All Types	LF	300.00	3.00	900.00
<b>10th Avenue S/Sanitary Sewer - 10Ave Total</b>				<b>20,125.00</b>

**10th Avenue S/Water Main - 10Ave**

139 Remove Pipe All Sizes All Types	LF	242.00	8.00	1,936.00
140 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	14.00	67.00	938.00
141 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	242.00	72.00	17,424.00
142 F&I Gate Valve 8" Dia	EA	1.00	2,290.00	2,290.00
143 Rem & Repl CS & Box 1" Dia	EA	2.00	670.00	1,340.00
144 Rem & Repl CS & Box 1.5" Dia	EA	3.00	900.00	2,700.00
145 F&I Pipe 1" Dia Copper	LF	65.00	47.00	3,055.00
146 F&I Pipe 1.5" Dia Copper	LF	80.00	51.00	4,080.00
147 Transfer Water Svc	EA	5.00	660.00	3,300.00
148 Furnish Temp Water Svc	EA	4.00	300.00	1,200.00
149 F&I Hydrant	EA	1.00	4,300.00	4,300.00
150 F&I Valve 6" Dia	EA	1.00	1,825.00	1,825.00
151 F&I Fittings C153 Ductile Iron	LB	164.00	4.40	721.60
<b>10th Avenue S/Water Main - 10Ave Total</b>				<b>45,109.60</b>

**10th Avenue S/Storm Sewer - 10Ave**

152 Remove Pipe All Sizes All Types	LF	41.00	8.00	328.00
153 Remove Inlet	EA	2.00	295.00	590.00
154 F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	41.00	95.00	3,895.00
155 Connect Pipe to Exist Structure	EA	1.00	1,150.00	1,150.00
156 F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	2,430.00	4,860.00
<b>10th Avenue S/Storm Sewer - 10Ave Total</b>				<b>10,823.00</b>

**10th Avenue S/Paving - 10Ave**

157 Remove Pavement All Thicknesses All Types	SY	700.00	12.00	8,400.00
158 Remove Curb & Gutter	LF	460.00	7.00	3,220.00
159 Remove Sidewalk All Thicknesses All Types	SY	110.00	9.00	990.00
160 Remove Driveway All Thicknesses All Types	SY	400.00	9.00	3,600.00
161 Subgrade Preparation	SY	880.00	2.50	2,200.00
162 F&I Woven Geotextile	SY	880.00	1.80	1,584.00
163 F&I Class 5 Agg - 8" Thick	SY	880.00	8.00	7,040.00
164 F&I Edge Drain 4" Dia PVC	LF	460.00	5.50	2,530.00
165 F&I Curb & Gutter Standard (Type II)	LF	460.00	18.50	8,510.00
166 F&I Pavement 8" Thick Doweled Conc	SY	700.00	61.00	42,700.00
167 F&I Sidewalk 4" Thick Reinf Conc	SY	110.00	40.00	4,400.00
168 F&I Sidewalk 6" Thick Reinf Conc	SY	400.00	43.00	17,200.00
169 Rem & Repl Casting - Std Manhole	EA	1.00	1,020.00	1,020.00
170 Casting to Grade - w/Conc	EA	3.00	525.00	1,575.00
171 Casting to Grade - Blvd	EA	1.00	185.00	185.00
172 GV Box to Grade - w/Conc	EA	1.00	310.00	310.00

**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-18-G1**  
**Water Main Replacement, Street Reconstruction & Incidentals**

173 GV Box to Grade - Blvd	EA	1.00	120.00	120.00
174 Stormwater Management	LS	1.00	500.00	500.00
175 Inlet Protection - Existing Inlet	EA	2.00	115.00	230.00
176 Inlet Protection - New Inlet	EA	2.00	130.00	260.00
177 Seeding Type B	SY	150.00	1.05	157.50
178 Mulching Type 1 - Hydro	SY	150.00	1.01	151.50
179 Weed Control Type B	SY	150.00	0.55	82.50
180 Traffic Control - Type 1	LS	1.00	460.00	460.00
<b>10th Avenue S/Paving - 10Ave Total</b>				<b>107,425.50</b>
<b>10th Avenue S/Street Lighting - 10Ave</b>				
181 Remove Street Light	EA	2.00	250.00	500.00
182 F&I Base 5' Deep Reinf Conc	EA	2.00	1,150.00	2,300.00
183 Remove Base	EA	2.00	395.00	790.00
184 F&I Conductor #6 USE Cu	LF	900.00	1.50	1,350.00
185 F&I Innerduct 1.5" Dia	LF	300.00	9.50	2,850.00
186 F&I Luminaire Type A	EA	2.00	1,250.00	2,500.00
187 F&I Light Standard Type A	EA	2.00	1,100.00	2,200.00
<b>10th Avenue S/Street Lighting - 10Ave Total</b>				<b>12,490.00</b>
<b>10th Avenue S/Signing - 10Ave</b>				
188 F&I Sign Assembly & Anchor	EA	3.00	220.00	660.00
189 F&I Diamond Grade Cubed	SF	6.25	21.00	131.25
190 F&I Engineering Grade	SF	10.00	14.50	145.00
<b>10th Avenue S/Signing - 10Ave Total</b>				<b>936.25</b>
<b>11th Avenue S/Water Main - 11Ave</b>				
191 Remove Pipe All Sizes All Types	LF	191.00	8.00	1,528.00
192 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	191.00	72.00	13,752.00
193 F&I Gate Valve 8" Dia	EA	1.00	1,850.00	1,850.00
194 Furnish Temp Water Svc	EA	1.00	500.00	500.00
<b>11th Avenue S/Water Main - 11Ave Total</b>				<b>17,630.00</b>
<b>11th Avenue S/Paving - 11Ave</b>				
195 Remove Pavement All Thicknesses All Types	SY	360.00	12.00	4,320.00
196 Remove Curb & Gutter	LF	250.00	7.00	1,750.00
197 Remove Sidewalk All Thicknesses All Types	SY	40.00	9.00	360.00
198 Remove Driveway All Thicknesses All Types	SY	60.00	9.00	540.00
199 Subgrade Preparation	SY	456.00	2.60	1,185.60
200 F&I Woven Geotextile	SY	456.00	2.00	912.00
201 F&I Class 5 Agg - 8" Thick	SY	456.00	8.00	3,648.00
202 F&I Edge Drain 4" Dia PVC	LF	250.00	5.50	1,375.00
203 F&I Curb & Gutter Standard (Type II)	LF	250.00	18.50	4,625.00
204 F&I Pavement 8" Thick Doweled Conc	SY	360.00	61.00	21,960.00
205 F&I Sidewalk 4" Thick Reinf Conc	SY	40.00	40.00	1,600.00
206 Casting to Grade - w/Conc	EA	1.00	520.00	520.00
207 Casting to Grade - Blvd	EA	2.00	235.00	470.00
208 GV Box to Grade - w/Conc	EA	1.00	310.00	310.00
209 Seeding Type B	SY	200.00	1.05	210.00
210 Mulching Type 1 - Hydro	SY	200.00	1.05	210.00
211 Weed Control Type B	SY	200.00	0.55	110.00
212 Inlet Protection - Existing Inlet	EA	2.00	115.00	230.00
213 Stormwater Management	LS	1.00	500.00	500.00
214 Traffic Control - Type 1	LS	1.00	450.00	450.00
<b>11th Avenue S/Paving - 11Ave Total</b>				<b>45,285.60</b>
<b>11th Avenue S/Street Lighting - 11Ave</b>				



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-18-G1**  
**Water Main Replacement, Street Reconstruction & Incidentals**

215 Remove Street Light	EA	1.00	260.00	260.00
216 F&I Base 5' Deep Reinf Conc	EA	1.00	1,150.00	1,150.00
217 Remove Base	EA	1.00	260.00	260.00
218 F&I Conductor #6 USE Cu	LF	480.00	1.30	624.00
219 F&I Innerduct 1.5" Dia	LF	160.00	9.50	1,520.00
220 F&I Luminaire Type A	EA	1.00	1,300.00	1,300.00
221 F&I Light Standard Type A	EA	1.00	1,100.00	1,100.00
<b>11th Avenue S/Street Lighting - 11Ave Total</b>				<b>6,214.00</b>

**11th Avenue S/Signing - 11Ave**

222 F&I Sign Assembly & Anchor	EA	3.00	72.00	216.00
223 F&I Diamond Grade Cubed	SF	6.25	21.00	131.25
224 F&I Engineering Grade	SF	10.00	14.50	145.00
<b>11th Avenue S/Signing - 11Ave Total</b>				<b>492.25</b>

**6 Ave Speed Table**

225 Remove Pavement All Thicknesses All Types	SY	110.00	12.00	1,320.00
226 Remove Curb & Gutter	LF	105.00	7.00	735.00
227 Remove Sidewalk All Thicknesses All Types	SY	15.00	9.00	135.00
228 F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	57.00	85.00	4,845.00
229 Connect Pipe to Exist Structure	EA	1.00	1,050.00	1,050.00
230 F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	2,850.00	5,700.00
231 F&I Woven Geotextile	SY	140.00	2.00	280.00
232 F&I Class 5 Agg - 8" Thick	SY	140.00	9.00	1,260.00
233 F&I Edge Drain 4" Dia PVC	LF	105.00	5.50	577.50
234 F&I Curb & Gutter Standard (Type II)	LF	105.00	18.50	1,942.50
235 F&I Pavement 9" Thick Reinf Conc	SY	110.00	61.00	6,710.00
236 Inlet Protection - Existing Inlet	EA	4.00	115.00	460.00
237 Inlet Protection - New Inlet	EA	2.00	130.00	260.00
238 Traffic Control - Type 1	LS	1.00	1,000.00	1,000.00

**6 Ave Speed Table Total** 26,275.00

**Total Construction in \$** **3,285,292.32**

Engineering	9.08 %	298,304.54
Legal & Misc	3.00 %	98,558.77
Contingencies	10.00 %	328,529.23
Administration	3.70 %	121,555.82
Interest	4.00 %	131,411.69

**Total Estimated Costs** **4,263,652.37**

Utility Funds - Wastewater - 521	244,314.00
Utility Funds - Water - 501	256,805.00
Sales Tax Funds - Infrastructure - 420	980,803.45
Special Assessments	2,714,098.00
Sales Tax Funds - Flood Control - 460	67,632.00

**Unfunded Costs** **-0.08**

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

Date: 05/03/2018



Tom Knakmuhs

Division Engineer

