FARGO CITY COMMISSION AGENDA
Monday, May 6, 2019 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, April 22, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 1st reading of an Ordinance Amending Section 4-0106 of Article 4-01 of Chapter 4 of the Fargo Municipal Code Relating to the General Provisions Governing City Officials and Employees; Amending Section 11-0814 of Article 11-08 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances; and Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Ordinance Violations.

2. Amendment No. 1 to Agreement for Services with Valley Veterinary Hospital, P.C.

3. Applications for property tax exemptions for improvements made to buildings:
   a. Andrew and Alexis L. Scott, 2816 39 1/2 Avenue South (5 year).
   b. Kathleen Neugebauer, 420 6th Avenue South, Unit 303 (5 year).

4. Site Authorization for Games of Chance:
   a. Plains Art Museum at King Pin Casino (The Bowler), Blue Wolf Casino (West Acres Bowl), Wild Bill's Sports Saloon, Corner Pocket Casino (Fargo Billiards and Gastropub) and Big Top Bingo.
   b. Boys and Girls Club of the Red River Valley at Red River Lanes and Pickled Parrot.

5. Applications for Games of Chance:
   a. North Dakota Cpa Society Foundation for a raffle on 5/23/19.
   b. Roger Maris Celebrity Golf Tournament for a raffle on 6/24/19.

6. Bid award for mowing noxious or other weeds and tall grasses (RFP19073).

7. Notice of Grant Award with the ND Department of Health for Ryan White Part B Program/Case Management for People Living with HIV/AIDS (CFDA #93.917).

8. Purchase of Service Agreement with Kindred Public School District for nursing services for the 2019-2020 school year.

9. Site Access Agreement with 223 Main Ave LLC.

10. Corrected block numbering of the previously approved Renaissance Zone boundary adjustment to Blocks 55 and 56.

11. Request to apply for the 2019 ND Department of Emergency Services State Homeland Security Grant.

12. Bid award for concrete utility cuts restoration (RFP19018).

13. Bid award for one rear load refuse truck (RFP18149).

14. Bid award for Landscape Maintenance Services (RFP19075).

15. Change Order No. 2 for a time extension to 8/30/19 for Project No. SN-18-C2.

16. Bid award for Project Nos. SL-19-A1 and UR-19-A1.

17. Bid advertisement for Project Nos. FM-15-J (Phase 2) and PR-19-C.

18. Bid award for raw water valve improvements Project No. WA1951.

19. Change Order No. 3 for an increase of $427,492.82 for Project No. DN-18-A1.

20. Adopt Resolutions Approving the following Plats:
    a. Lenthe's First Addition.
    b. Inland Truck Parts Company 2nd Addition.

21. Contract and bond for Project No. TR-19-A1.

22. Bills.

23. Change Order No. 3 for a time extension to 5/8/19 for Improvement District No. BN-18-K1.

24. Change Order No. 4 for an increase of $157,709.00 for Improvement District No. NR-17-B1.

25. Bid awards for Improvement District Nos. SL-19-E1 and TN-19-A1.

26. Create Improvement District Nos. BN-19-F and SL-19-B.

27. Contract and bonds for Improvement District Nos. PR-19-G1 and PR-19-F1.

REGULAR AGENDA:

28. Presentation on the Project list under the Water Utility State Revolving Fund (SRF) Loan.

29. Public Hearings - 5:15 pm:
    a. WITHDRAWN - Bentley Place First Addition (5570 32nd Avenue South) zoning change; denial recommended by the Planning Commission on 4/2/19.

    b. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lot 1, Block 1, BLU Water Creek Third Addition (4504 32nd Avenue South); denial recommended by the Planning Commission on 4/2/19.
        1. 1st reading of Rezoning Ordinance.

    c. Zoning Change to repeal and re-establish a C-O, Conditional Overlay on Lot 2, Block 1, Timber Creek Eighth Addition (5131 Prosperity Way South); denial recommended by the Planning Commission on 4/2/19.
        1. 1st reading of Rezoning Ordinance.

d. Zoning Change from SR-2, Single-Dwelling Residential and AG, Agricultural to P/I, Public and Institutional on the Fred C. Hagen Addition and a portion of the unplatted Northeast Quarter of Section 7, Township 139 North, Range 48 West (200, 310 and 430 4th Street South); approval recommended by the Planning Commission:
   1. 1st reading of Rezoning Ordinance.

30. Recommendations to purchase land under the Island Park Ramp and necessary budget increase for the land and GTC renovation and to close the C-1 TIF District beginning with the 2020 tax year.

31. Recommendation to extend the loan with Wells Fargo totaling $100 million for a two-year period.

32. Recommendation to receive and file the Civic Plaza Contextual Planning and Landscape Master Plan.

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 4-0106 OF ARTICLE 4-01 OF CHAPTER 4 OF THE FARGO MUNICIPAL CODE RELATING TO THE GENERAL PROVISIONS GOVERNING CITY OFFICIALS AND EMPLOYEES; AMENDING SECTION 11-0814 OF ARTICLE 11-08 OF CHAPTER 11 OF THE FARGO MUNICIPAL CODE RELATING TO ENVIRONMENTAL NUISANCES; AND AMENDING SECTION 1-0305 OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 4-0106 of Article 4-01 of Chapter 4 of the Fargo Municipal Code is hereby amended to read as follows:

4-0106. Oath of office of elective or appointive officers--Filing.

All officers of the city, whether elected or appointed, before entering upon the duties of their respective offices shall take and subscribe the oath of office prescribed in section ~~211~~ 4 of article XI of the constitution of the state of North Dakota. Such oath shall be filed in the office of the city auditor; provided, that the oath of the city auditor and the city treasurer shall be filed in the office of the county auditor.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 11-0814 of Article 11-08 of Chapter 11 of the Fargo Municipal Code is hereby amended to read as follows:

11-0814. Littering on private property prohibited.--No person may discard or abandon any litter, garbage, furniture, or other debris upon public or private property not owned by that person, unless the property is designated for the disposal of such items and that person is authorized to use the property for that purpose. For purposes of this section, litter shall include any rubbish, junk, refuse, or waste of any kind. ~~A violation of this section shall be punishable as a noncriminal offense as described in section 1-0305(C)(6).~~

Section 3. Amendment.

Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code is hereby amended to read as follows:

1-0305. Classification of ordinance violations.--

A. Violations of the following ordinances are Class B misdemeanors, subject to punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3) (lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320 (driving without liability insurance - $150.00 minimum fine), section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0304 (carrying weapons), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0322 (harassment), section 10-0323 (simple assault), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), sections 10-1202 (marijuana) and 10-1204 (marijuana paraphernalia), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

of compost sites), article 13-13 (drug lab cleanup), chapter 17 (sewers and sewerage), article 18-09 (excavation code), ~~1—7~~ section 25-1509(A) (selling alcoholic beverage to minor), section 25-1513(C) (minor misrepresenting age), and section 25-1513(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).

Section 4. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

(2)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

May 2, 2019

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

RE: Valley Veterinary Hospital Contract Amendment

Dear Commissioners:

Attached for your review and approval is an amendment to the existing contract between the City of Fargo and Valley Veterinary, wherein Valley Veterinary provides facilities and services for animals impounded by the City. Valley Veterinary is undergoing some remodeling and is in fact increasing the number of kennels and size of runs that will be available for the impounded animals. Thus, the recommendation of Chief David Todd, in consultation with the Police Department Community Officer, is to accept the amendment as presented.

SUGGESTED MOTION: I move to approve Amendment #1 to Agreement for Services between the City of Fargo and Valley Veterinary Hospital.

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

Sincerely,

Nancy J. Morris
Assistant City Attorney

NJM/al
Enclosures

Amendment #1 to Agreement for Services

This Amendment amends that certain Agreement for Services dated November 11, 2016 between the City of Fargo, North Dakota, a municipal corporation ("City") and Valley Veterinary Hospital, P.C., a North Dakota Corporation ("Valley"). Specifically, section 6 shall be amended as follows:

b. Housing standards—canine: Valley will provide an indoor kennel area with adequate cages and larger kennel runs, as well as outdoor kennel runs.

c. Housing standards—feline: Valley will provide a separate ward apart from the canine ward with adequate cages.

Dated this ____ of _____, 2019.

City of Fargo, a North Dakota Municipal Corporation

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

Dated this ____ of _____, 2019.

Valley Veterinary Hospital, P.C., a North Dakota Corporation

_____

By Derine Winning, Its President

AGREEMENT FOR SERVICES

THIS AGREEMENT, made this 11th day of November, 2016, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 Third Street North, Fargo, North Dakota, hereinafter referred to as "**CITY**", and **VALLEY VETERINARY HOSPITAL, P.C.**, a North Dakota corporation, 3210 Main Avenue, Fargo, North Dakota, hereinafter referred to as "**VALLEY**';

WITNESSETH:

WHEREAS, VALLEY has agreed to provide services to the City of Fargo and to act as its animal pound; and

WHEREAS, CITY has agreed to compensate VALLEY on a monthly basis; and

WHEREAS, VALLEY has adequate facilities to serve the needs of the City in connection with animal control issues; and

WHEREAS, the parties wish to define their respective duties and responsibilities;

NOW, THEREFORE, for valuable consideration, the parties agree that the terms of their agreement shall be as follows:

1. Compensation for Services

    a. The City shall compensate Valley for services provided under this Agreement in the total amount of $138,888 per year, payable in monthly installments. In addition, Valley may collect from the owner of an impounded animal and keep as revenue, fees for rabies vaccinations, medical care, and other fees, except that Valley is not entitled to retain fees collected for issuing licenses; such fees will be collected by Valley and remitted to the City.

    b. In exchange for the compensation payable under this Agreement Valley shall provide the following types of services for City of Fargo animals, including arrangements adequate staff and personnel, as more fully described herein:

        i. Boarding (food, water, exercise), supervision of animals, and administration of pound operations;

        ii. Euthanasia and proper disposal of animals;

        iii. Veterinarian services including rabies vaccinations, regular veterinary care, emergency care as more fully described herein;

iv. Response to inquiries and questions regarding impounded animals, displaying such animals to be claimed and making attempts to properly identify animals and contact owners:

v. Issuance of licenses and collecting appropriate fees for remittance to the City; and

vi. Maintaining complete records of identification and disposal of animals.

c. If an animal is sick or injured and receives vet care, fees for such services must be paid by the owner/claimant before the animal is released.

2. Term of Agreement

a. The terms of this Agreement shall be effective January, 1, 2017 and continue for sixty (60) months until December 31, 2021.

b. Notice of Intent to Terminate-Either party may terminate this Agreement upon six months written notice to the other party.

3. Hours of Services and Operation

a. Hours of operation for the pound shall be 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturday from 9:00 a.m. to 12:00 p.m.

b. If Valley Vet is closed on a Saturday that the Pound is open, the Pound assistant will release animals with proof of current rabies vaccination. If the owner is unable to provide proof and the assistant cannot reach their veterinarian to obtain verification, the owner will be informed of the City laws regarding rabies vaccination requirements and notified that the animal may be claimed on Monday or when proof of rabies vaccination is available.

c. Valley will provide emergency care during regular pound hours with a limit of $250.00 per animal unless the owner otherwise is located and makes a deposit for costs above $250.00. Costs for such emergency care will be paid by the owner. Valley will otherwise not provide emergency care "after hours," i.e., evenings, weekends, or holidays designated as New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day, with half-day service on Christmas Eve and New Year's Eve. On days that Valley Vet is not open, the City will contract with another provider for emergency care beyond regular pound hours.

d. If the city requests, Valley Vet will provide a calendar, by December, for the upcoming year that will show dates the hospital is scheduled to be closed (incl. holidays and Saturday's)

e. Valley personnel are not responsible for dealing with the public concerning impounded animals at times other than during regular pound hours.

This includes, but is not limited to:

i. "Check and see" if the animal is in the pound;

ii. Releasing animals from the pound;

iii. Answering any questions concerning pound procedures; and

iv. Admitting people into the pound.

4. Contact Person

a. The Fargo Police Department's Community Service Officer (CSO) Supervisor will serve as a liaison between animal pound team and the Fargo City Police Department.

5. Holding Period of Animals

a. Impounded animals will be held for three (3) business days, not counting the day that they are impounded. Holidays, office closed days and Sundays are not counted in the three-day period.

b. Dogs and cats will be held one additional day to allow for placement of adoption by Homeward Animal Shelter, by Adopt-A-Pet, Cat's Cradle or by NDSU, on the condition that Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle and/or NDSU have made appropriate arrangements for claiming the dogs/cats and on the condition that the pound has sufficient pound space available to house such dogs/cats until they are claimed by Homeward Animal Shelter, by Adopt-A-Pet, Cat's Cradle or by NDSU.

6. Housing and Acceptance of Animals

a. General housing care standards. Valley will provide housing and care for animals according to applicable regulations issued by the U.S. Department of Agriculture, 9 CFR 3, Animal and Plant Health Inspection Service, Specifications for the Human Handling, Care, Treatment and Transportation of Dogs and Cats. Valley shall be responsible for

determining applicable standards, but at a minimum, shall meet the standards more specifically set forth in 9 CFR 3, 3.2(a); 3.2(b); 3.6(a); 3.6(b)(1)(ii); 3.6(c)(1)(i); 3.8(a); 3.9(a) 3.9(b); and 3.10. Valley will have discretion to vary the housing care for animals, for a short term, if the City increases the length of stay for animals from three to five days or if there is an unusual number of large breed dogs.

b. Housing standards—canine: Valley will provide a kennel area of twenty-four (24) cages, four (4) large indoor runs (8' X 3' 8"), and four (4) outdoor runs (12' X 4' 3").

c. Housing standards—feline: Valley will provide a separate ward apart from the canine ward with fifteen (15)feline cages.

d. Floor plan and area for services: Valley will provide space for pound services as described and pictorially designated in Exhibit A, attached hereto.

e. Adult animals will receive food and fresh water twice daily.

f. Exercise: Canine that appear adaptable to current outside temperatures will be given exercise twice a day in the outside runs, weather, temperament and breed permitting.

g. Depositing or drop-off of animals: The City may impound animals at any time by depositing animals in appropriately numbered cages or runways provided at the pound. The City official shall record the cage or runway number, the location where the animal was picked up, a brief description of the animal and any other pertinent information regarding the animal, such as injuries, biting incidents and other data which might be relevant. The name, address and phone number of any person who shall have been bitten by any animal shall be also recorded. Forms for such purpose shall be supplied by Valley and shall be available at all times at the animal pound.

h. During regular business hours, dead animals may be brought to the pound. The cause and circumstances of the animal's death will be recorded. After regular business hours, dead animals will be brought to the City Central Garage and placed in the appropriate area for disposal or for future testing, if deemed necessary.

i. A citizen may turn an animal into the pound provided that the citizen is not the owner of the animal and the animal has not been in the citizen's possession for more than five days since it was found.

j. A citizen may surrender their own animal to the pound for a fee determined by Valley. The citizen will not have the right to any information regarding the animal after they have surrendered it.

7. Claiming of Animals

j. Upon expiration of the holding period, Valley will euthanize and properly dispose of all animals not claimed by the owner, Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle or NDSU.

k. If an owner is unable to bail an animal out of the pound before expiration of the holding time, the animal may be held for an extra day provided the owner pays the boarding fee in advance. Unless such payment is made in advance, no animal is held beyond expiration of the holding time.

8. Rabies Vaccination Services

a. Valley will have a veterinarian available during their normal business hours to administer rabies vaccinations as needed to claimed animals. The cost of such service shall be charged to the person claiming the animal and shall be collected and retained by Valley.

b. Lab Charges for rabies testing ordered by the City will be billed directly to the City and are not the responsibility of Valley.

c. All rabies suspects will be handled according to city regulations.

9. Rabies Vaccination Procedures

a. All dogs and cats four (4) months of age or older must have a current rabies vaccination before they may be released from the pound.

b. Acceptable proof of current rabies vaccination is only by means of:

1. Certificate of vaccination signed by a veterinarian;

2. Telephone certification from the vaccination vet clinic that the animal has a current rabies vaccination.

c. If proof of current rabies vaccination is not available, Valley will vaccinate the animal during their normal business hours.

d. A "current" rabies vaccination is defined as:

1. A vaccination within the last twelve (12) months if it was the dog's first rabies vaccination;

a. Valley (Pound Service) shall take and receive telephone calls during regular operating hours from people inquiring about a pound animal. At all other times, a recorded message will instruct callers as to hours of operation and how to claim an animal.

b. Upon receiving a request to claim an animal by an owner, Valley will display any animal that resembles the lost/missing animal as described by the owner. Pound staff will display animals for identification from 8:00 a.m. to 5:00 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturdays. The exception will be when a Holiday is on a Friday or Saturday, or Holidays that primarily are considered long weekends, such as Memorial Weekend, Labor Day Weekend, Thanksgiving Weekend, the pound is not required to be open if Valley Vet is closed.

c. The owner must provide written proof from the animal's veterinarian, of current rabies vaccination. If owner cannot provide written proof, Pound personnel may call the veterinarian and obtain verbal proof. If rabies vaccination status cannot be confirmed Valley Vet will vaccinate the animal if they are open. If Valley Vet is not the owner will be informed of their animals rabies vaccination status and City vaccination requirements and the animal will be available for release on Monday as long as vaccination status can be provided from their veterinarian or rabies vaccination is given by Valley Vet.

d. A representative of Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle and NDSU shall be permitted to view impounded animals for possible adoption and may request that an animal be held for them if not claimed. All animals claimed Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle, or NDSU shall be vaccinated for rabies if they are of appropriate age prior to being released with such cost to be paid to Valley by Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle or NDSU.

e. Any animal which is not claimed after expiration of the 3-day holding period may be surrendered to Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle or NDSU.

f. Any animal placed with Homeward Animal Shelter, Adopt-A-Pet, Cat's Cradle or NDSU can be returned to the pound within thirty (30) days for euthanasia at Valley's expense.

g. Valley will inform any person who wishes to claim an animal as to all fines, boarding charges, licensing fees, vaccination charges, or other costs that must be paid prior to claiming the animal.

h. Valley will collect all monies owed and issue the appropriate City license if necessary. Fees for licenses shall be remitted to the City.

i. Valley shall have authority to waive charges for costs of rabies vaccination and other veterinarian services, but shall not have authority to waive the fees for issuance of City licenses.

2. Within the last thirty-six (36) months if it was the dog's second or more rabies vaccination.

e. Rabies tags alone are not sufficient proof of rabies vaccination.

10. Animals Held for Rabies Observation ("HRO")

a. An animal that has or is suspected of having rabies shall be quarantined and held for at least ten (10) days. If animal is not claimed by an owner within the standard 3 day holding period, the animal will be humanely euthanized and sent for rabies testing at Valley Veterinary's expense. If the animal has a bite incident recorded by the City, Valley Vet will notify the City of the animals rabies test result.

b. If an animal is claimed within the 3 day holding period, the owner must provide proof of current rabies vaccination and the City must authorize the release of the animal. If no current rabies vaccination the animal must be quarantined for ten (10) days to ensure the animal is healthy. If rabies vaccination is current, an Animal Control officer must visually inspect the dog at the owners residence after 10 days to ensure the animal is of good health.

c. An owner of an HRO animal is responsible for paying all boarding and impounds fees and rabies vaccination, which must be paid before the animal is released

11. Records

a. Valley shall record identification and description information for each animal impounded, including species, sex, color, size, and type. Valley shall record identification information such as license of rabies tag, or any other physical identification. Valley shall also make reasonable effort to notify possible owners of such animals. Valley shall make appropriate attempts to identify animals and notify owners of animals. All animals that come into the pound will be scanned for a microchip.

b. Valley shall keep a monthly report showing the following information:

1. Number of animals impounded by species,

2. Disposition of animals (claimed, adopted, euthanized, etc.).

c. Valley shall keep and record the costs for each animal impounded.

12. Public Disclosure of Records

Valley will maintain a seven calendar day past history of impounded animals and disposition, i.e., adoption, euthanasia. When people call for information on an animal possibly impounded in the past, information will be limited to the preceding seven (7) days history and will include the final disposition of the animal. Animals not claimed by the owner or by an adoption agency will be euthanized after 4:30 p.m. of their last day in the pound.

13. Access of Media or other Groups to the Pound

No news media, public interest group, society, or organization will be allowed into the pound unless pre-approved by the City and accompanied and guided by City officials. Any such approved entry will only be through the rear parking lot entrance. Under no circumstances will any Valley personnel, including the pound supervisor, by responsible for dealing with media or public information requests.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

CITY OF FARGO, ND

By: _____

Tim Mahoney, Mayor

VALLEY VETERINARY HOSPITAL

By: _____

President

ATTEST:

By: _____

Steven Sprague, City Auditor

CITY OF Fargo

ASSESSMENT DEPARTMENT

3a

April 18, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2816 39 ½ Ave. S as submitted by Andrew & Alexis L. Scott. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $350 with the City of Fargo's share being $60.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner ANDREW & ALEXIS L. SCOTT Phone No. _____
2. Address of Property 2816 39 1/2 AVE S

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed. LOT 3 BLK 6 STONEBRIDGE FARMS
4. Parcel Number 01-2920-00910-000 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner SAME

   City _____ State _____ Zip Code _____

Description of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). WORK WILL INCL. REMODEL OF EXISTING KITCHEN AREA
7. Building Permit No. 172285 8. Year Built 1990
9. Date of Commencement of making the improvement 11/09/2017
10. Estimated market value of property before improvement $ 330900
11. Cost of making the improvement (all labor, material and overhead) $ 18,000
12. Estimated market value of property after improvement $ 348,900

Applicant's Certification and Signature

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

    Applicant's Signature Alexis Scott Date 2/28/19

Assessor's Determination

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

    Assessor's Signature _____ Date 4/22/19

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

36

April 23, 2019

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 420 6 Ave. S Unit 303 as submitted by Kathleen Neugebauer. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1010 with the City of Fargo's share being $170.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Kathleen Neugebauer Phone No. 701/261-9926
2. Address of Property 420 6th Ave. S. - Unit 303

   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Island Park Addn, Lot E 50 FT OF 1 & ALL OF 2 & 3 & West 10 FT OF 4 BLOCK 1
4. Parcel Number 01-1440-00021-070 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 420 6th Ave. S. - Unit 303

   City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Full gut & remodel of Condo apartment
7. Building Permit No. 181538 8. Year Built 1976
9. Date of Commencement of making the improvement 9/10/18
10. Estimated market value of property before improvement $ 200,500
11. Cost of making the improvement (all labor, material and overhead) $ 185,000.00
12. Estimated market value of property after improvement $ 385,000.00

Applicant's Certification and Signature

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

    Applicant's Signature Kathleen Neugebauer Date 4/15/19

Assessor's Determination

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

    Assessor's Signature [signature] Date 4/23/19

Action of Governing Body

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

    Approval subject to the following conditions: _____

    Chairman of Governing Body _____ Date _____

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: KING PIN CASINO - (The Bowler)			
Street: 2630 S. University Dr.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/19	Ending Date(s) Authorized: 6/30/20		Number of twenty-one tables if zero, enter "0": 6
Specific location where games of chance will be conducted and played at the site (**required**): UPPER DECK - excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: Poker - Date to be Determined			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/ City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

AA

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	BLUE WOLF CASINO - (West Acres Bowl)		
Street: 3402 Interstate Blvd. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/19	Ending Date(s) Authorized: 6/30/20	Number of twenty-one tables If zero, enter "0": 6	
Specific location where games of chance will be conducted and played at the site (**required**)	ENTIRE FACILITY - excluding restrooms and office areas.		
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known	Poker - Date to be Determined		

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

40

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: WILD BILL'S SPORTS SALOON			
Street: 1776 45th St. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/19	Ending Date(s) Authorized: 6/30/20		Number of twenty-one tables if zero, enter "0": 1
Specific location where games of chance will be conducted and played at the site (**required**): ENTIRE FACILITY - excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: CORNER POCKET CASINO - (Fargo Billiards and Gastropub)			
Street: 3234 43 St. S.	City: Fargo	ZIP Code: 58104	County: Cass
Beginning Date(s) Authorized: 7/1/19	Ending Date(s) Authorized: 6/30/20	Number of twenty-one tables if zero, enter "0": 3	
Specific location where games of chance will be conducted and played at the site (**required**): ENTIRE FACILITY - excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: Poker - Date to be Determined			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization: PLAINS ART MUSEUM

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

Name of Location: BIG TOP BINGO			
Street: 901 25th St. S.	City: Fargo	ZIP Code: 58103	County: Cass
Beginning Date(s) Authorized: 7/1/19	Ending Date(s) Authorized: 6/30/20	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (**required**): ENTIRE FACILITY - excluding restrooms and office areas.			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

46

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

Full, Legal Name of Gaming Organization: Boys and Girls Club of the Red River Valley

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: Red River Lanes			
Street: 707 28th Avenue North	City: Fargo, ND	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/2019	Ending Date(s) Authorized: 6/30/2020		Number of twenty-one tables if zero, enter "0": 2
Specific location where games of chance will be conducted and played at the site **(required)**: Entire Bar Area Excluding Bathrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

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

GAMING SITE AUTHORIZATION

OFFICE OF ATTORNEY GENERAL
SFN 17996 (02/2018)

46

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

Full, Legal Name of Gaming Organization: Boys and Girls Club of the Red River Valley

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: Pickled Parrot			
Street: 505 3rd Avenue North	City: Fargo, ND	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 7/1/2019	Ending Date(s) Authorized: 6/30/2020	Number of twenty-one tables if zero, enter "0": 1	
Specific location where games of chance will be conducted and played at the site (**required**): Entire Bar Area Excluding Bathrooms			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date: 5/6/19
PRINT Name and official position of person signing on behalf of city/county above: Steve Sprague/City Auditor	

INSTRUCTIONS:

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

5a

pd 25.00
5-1-19

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):
North Dakota Cpa Society Foundation	5/22/2019 to 5/23/2019		5/23/19
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business Phone Number
Mandy Harlow	Coordinator		(701) 775-7111
Business Address	City	State	Zip Code
3325 S. Washington St, Suite B2	Grand Forks	ND	58201-6218
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted	Site Address		
Holiday Inn	3803 13th Ave South		
City	State	Zip Code	County
Fargo	ND	58103-1234	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Golf putter	$200.00
Raffle	Miller golf bag	$125.00
Raffle	Holiday Inn stay	$310.00
Raffle	Medora Package	$416.00
Raffle	Scheels giftcard	$100.00
Raffle	Colander/Bowl	$20.00
Raffle	Bose Headphones	$150.00
Raffle	Amazon gift card	$100.00
Raffle	Amazon gift card	$100.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Amazon gift car	$50.00

Total: (Limit $12,000 per year) $ 1,571.00

Intended uses of gaming proceeds: Proceeds fund scholarships for local students to take the CPA exam.

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Angela Berntson A. Berntson	5/2/2019	Education Manager	(701) 775-7111

↳ For Sherre Sattler, Executive Director

25.00
V1070
5-2-19

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

56

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Roger Maris Celebrity Golf Tournament	6/22/19 to 6/24/19	6/24/19
Person Responsible for the Gaming Operation and Disbursement of Net Income	**Title**	**Business Phone Number**
Joelle Shewey	Raffle Chair	701-893-3225
Business Address	**City** / **State** / **Zip Code**	
5600 25th St S	Fargo / ND / 58104	
Mailing Address (if different)	**City** / **State** / **Zip Code**	
Name of Site Where Game(s) will be Conducted	**Site Address**	
Rose Creek Golf Course	1500 E Rose Creek Pkwy S	
City / **State** / **Zip Code** / **County**		
Fargo / ND / 58104 / Cass		

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Happy Harry's gift card	$1,000
	Happy Harry's gift card	750
	Happy Harry's gift card	500
	Happy Harry's wagon	$1,500
	Golf Clubs	$2,500
	Henry Golden Boy .44 Magnum	
	customized for Roger Maris Tournament	$1,000

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)
Total: $ 7,250

Intended uses of gaming proceeds: fundraiser for the Roger Maris Celebrity Golf Tournament
beneficiaries: Shanley High School, Hospice of the Red River Valley, Roger Maris Cancer Center

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Joelle Shewey	5/2/19	Raffle Chairperson	701-893-3225

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

(6)

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

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **GRANT LARSON**
DIRECTOR OF ENVIRONMENTAL HEALTH
FARGO CASS PUBLIC HEALTH

DATE: **APRIL 30, 2019**

RE: **MOWING COF RFP 19073**

The Environmental Health Division, Fargo Cass Public Health, request approval to award BOSH Enterprises Inc. as the primary mowing contractor and Valley Green & Associates as the alternate mowing contractor associated with COF RFP 19073 for bids opened on April 26, 2019.

If you have any questions please contact me directly at (701) 241-1388.

Suggested Motion: Move to receive and approve BOSH Enterprises Inc. as the primary mowing contractor and Valley Green & Associates as the alternate mowing contractor for COF RFP 19073.

GL
Enclosure

REQUEST FOR PROPOSALS

Mowing noxious, or other weeds, and tall grasses

Code Enforcement

April 15, 2019

Issued By:

Fargo Cass Public Health
1240 25th St. S.
Fargo, ND 58103
(701) 241-1388 (Phone)
(701) 298-6929 (Fax)

CITY OF Fargo

Fargo Cass Public Health is issuing a Request for Proposal (RFP) for contractor assistance in controlling noxious or other weeds, and tall grasses in association with City Ordinance Code Enforcement

Contractor will deliver one (1) original RFP to the following address:

Fargo Cass Public Health
Attn: Environmental Health
1240 25th St. S.
Fargo, ND 58103

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

No later than 2:00 pm, Friday, April 26, 2019

Proposals received after the above cited date and time will be considered late and are not acceptable.

- Please make sure the envelope or package is marked:

"ENVIRONMENTAL HEALTH WEEDS/GRASS CODE ENFORCEMENT RFP"

- Please direct questions regarding this RFP to Grant Larson at (701) 241-1388.

Thank you for your interest.

I. PURPOSE OF PROPOSAL

The City of Fargo is seeking a contractor to work with Fargo Cass Public Health to maintain properties with tall grass and/or weeds, which have been found in violation of City Ordinance 11-0805 by the Environmental Health Division.

II. PROPOSAL TERMS:

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, contractors' qualifications and capabilities to provide the specified service. The city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the city's specifications and needs.

Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 60 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

In the event it becomes necessary to revise any part of this RFP, an addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, original proposal and amended proposal must be at the City of Fargo Auditors Office on or before the date and time specified.

The prices stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened to the mutually agreed end date of contract.

III. PROPOSAL SPECIFICATIONS

Contractors will submit the Proposal Application, which is provided, and contains the following information:

A. Contractor's qualifications, years in business, experience in providing the type and level of service specified in the proposal, insurance and bond information, North Dakota Contractor Number.

B. At least two (2) current references of former agreements covering similar services listed in the proposal. Include company name, contact name and phone number.

C. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposal shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed by the person signing the proposal.

IV. SCOPE OF SERVICES

This RFP is for the mowing of noxious or other weeds, and tall grass on properties that have been found to be non-compliant with City Ordinance 11-0806, "Duty of property owners to control noxious or other weeds, and tall grasses." The term of this contract shall run from May 1, 2019 through November 15, 2021. The contractor will be required to perform the maintenance as set forth in this section.

A. Maintenance Services

1. Light Duty Mowing – Mowing that will be accomplished with the use of a walk behind lawnmower, push lawnmower, or a riding lawnmower as well as a string/plastic blade weed trimmer. (example: residential lots)

2. Heavy Duty Mowing – Mowing that will be accomplished with the use of a tractor mounted rotary mower and a saw blade weed trimmer. (examples: overgrown residential lots, larger undeveloped field acreage)

3. Trimming – Trimming of vegetation around objects located on designated properties in order to eliminate tall grass and/or weeds that is not accessible by a lawnmower.

4. Bagging – Provide the ability to bag and properly dispose excess grass clippings when requested by the Environmental Health Division for a specific property.

5. Work Order – Contractors will follow specific instructions on the work order, which will detail what needs to be mowed or addressed on a specific property.

6. Timeframe - Contractors will be required to complete any maintenance **72 hours** following notification from Environmental Health Department. Any exemptions to the 72-hour timeframe must be approved by the Environmental Health Department. Any work conducted outside of the specified time frame that is not approved is subject to non-payment/reimbursement by the Environmental Health Department.

7. Photographs – The contractor will be required to submit electronically date/time stamped photographs before and after a work order is completed. Photographs should include clear views of the tall grass and/or weeds on the property as well as the house number on the residence. Photographs will be submitted with contractor's bill to the city and will be used to verify the scope of services performed.

8. Obstructions - Contractors will not be responsible for mowing of areas that are obstructed and unable to be mowed. Contractors will, however, make a reasonable effort to mow/weed whip between and around such obstructions.

9. Safety - All mowing services will be conducted in a safe manner, with care given to the safety of the public. This includes not leaving any grass and/or weed clippings on any public sidewalk or city streets.

B. Equipment Requirements

Contractors will provide the necessary equipment to accomplish the details for each work order associated with sufficient type, capacity, and quantity to safely perform the mowing services as specified.

C. Hours/Conditions of operation

All mowing operations shall be performed between the legal sunrise and sunset and shall not be performed if tall grass and/or weeds are too wet to cut evenly.

D. Property Damage

Contractors will be notified in writing by the Director of Environmental Health of any property damage that occurs as a result of mowing or trimming services. Notification will be within 24 hours of Director of Environmental Health becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. because of mowing or trimming services, etc. The contractor will be solely and wholly financially liable for any damaged property, because of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Environmental Health Department, any damaged property in a timely manner.

V. STANDARD PROVISIONS FOR CONTRACTS

A. Reporting of Contractor

The contractor will work closely with the Environmental Health Personnel and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

All reports, estimates, memoranda and documents submitted by the contractor must be dated and bear the contractor's name. All reports made in connection with these services are subject to review and final approval by city.

The city reserves the right to inspect the contractor's activities during the term of this contract.

B. Personnel

The contractor will provide the required services personally and will not subcontract or assign services without the city's written approval.

The contractor will not hire any city employee for any of the required services without the city's written approval.

C. Indemnification Agreement

The contractor will protect, defend and indemnify the city, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the city in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-contractor, or any employee, agent or representative of the Contractor.

D. Insurance Requirements

All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

E. Compliance with Laws and Regulations

The contractor will comply with all federal, state, and local laws and regulations.

F. Interest of Contractor

The contractor promises that it has no interest, which would conflict with the performance of services required by the contract. The contractor also promises that, in the performance of this contract, no officer, agency, employee of the city, or member of its governing bodies, may participate in any decision relating to this contract which effects his/her personal interest or interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any personal or pecuniary interest.

G. Contingent Fees

The contractor promises that it has not employed or retained any company or person, other than a bona fide employee working solely for the contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent

upon or resulting from the award or making of this contract. For breach of this promise, the city may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the contractor.

H. Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of business).

I. Ownership of Documents and Publications

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the contractor. During the performance of the service, the contractor will be responsible for any loss of or damage to the documents which are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the contractor must reference the project sponsorship by the city.

J. Assigns & Successors

This contract is binding on the city and the contractor, their successors and assigns. Neither the city nor the contractor will assign or transfer its interest in this contract without the written consent of the other.

K. Termination of Contract

Termination without cause, either party may terminate the contract by giving ten (10) days written notice to the other party.

L. Payroll Taxes

The contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the city against such liability.

M. Practice and Ethics

The parties will conform to the code of ethics of their respective national professional associations.

N. Changes in Scope or Schedule of Services

Changes due to the sale or the purchase of properties will be incorporated into this contract by written amendment.

O. Extent of Contract

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

VI. TERMS AND CONDITIONS

A. Award

The city reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the contractors' qualifications and capabilities to provide the specified service.

The city does not intend to award a contract fully on the basis of response made to the proposal; the city reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed best to meet the city's specification and needs.

C. Term of Contract

The initial term of this contract shall be for two (2) years, commencing on May 1, 2019 and expiring November 15, 2021. The term of this agreement may be extended for one-year periods for a maximum of two (2) additional years, if approved and accepted in writing by both the contractor and the city prior to November 15th of the appropriate year.

Contractor performance, quality of service, price, and reliability are some of the criteria that will be used as a basis for the city to exercise an option year. The awarded contractor or city may submit a written notification requesting to exercise the extension by no later than April 15th of the appropriate year.

The initial agreement places no obligation on the City to renew beyond the initial term of the contract.

D. Evaluation Criteria

The proposal submitted and received by the City of Fargo/Fargo Cass Public Health will be evaluated and ranked according to the following criteria:

1. **Previous Work Experience – 25%**
2. **Work performance (references will be checked by City of Fargo) – 25%**
3. **Price – 50%**

513 14th Street North
Fargo, ND 58102-4281
Phone: 701.237.9564
Fax: 701.237.4149
www.boshenterprisesinc.com

BOSH
ENTERPRISES INC.

"ALL SEASON MAINTENANCE WITH THE PERSONAL TOUCH"

April 23, 2019

Grant Larson
Fargo Cass Public Health
Attn: Environmental HealthWeeds/Grass Code Enforcement RFP
1240 25th St. S.
Fargo, ND 58103

Grant Larson,

We appreciate the opportunity to submit a proposal for contractor assistance in controlling noxious weeds, and tall grasses - code enforcement.

Our experience extends to being in business in Fargo ND for over 38 years, and successfully fulfilling your previous contracts 2014-2018.

Our equipment extends to the ability to promptly service grooming of the tall grass and weeds of property type in your description of rough cuts, vacant lots and residential grooming. Operating Echo Weed Trimmers, 904 B CAT, 777 John Deere Zero Turn, Bobcat T770 with Bush Hog, and 48" ExMark Navigators. Also operating 380 & 450 Komatsu, IH trucks for hauling debris.

Please refer to the proposal application page 9 for our hourly rates. Insurance Proofs enclosed.

References:

Fine Associates
Contact: Jim White
(612) 332-2561

Good Samaritan
Contact: Judy Marik or Al Wallace
(701) 282-2651

We appreciate the opportunity to submit our proposal, and we look forward to working with you.

Sincerely,

Remy Bosh

Remy Bosh, Bosh Enterprises, Inc.

VII.

PROPOSAL APPLICATION

"ENVIRONMENTAL HEALTH WEEDS/GRASS CODE ENFORCEMENT RFP"

Business Name: Bosh Enterprises Inc.

Address: 513 14th St. N. **City** Fargo **State** ND **Zip** 58102

Business Phone: 701-237-9564 **Mobile:** 701-729-6463

Email Address: linda@boshenterprisesinc.com **Contact Name:** Remy Bosh

Proposal Specifications

Contractor's qualifications:

Our expertise extends to operate our equipment efficiently to complete the tasks outlined in IV scope of services section A.

Equipment used Echo Weed Trimmers, Bobcat T770 with Bush hog, and 48" ExMark Navigator

Experience in type and level of service:

Bosh Enterprise crews have successfully and efficiently completed all of the demands Fargo Cass Public Health has requested of our crews, while following the guide lines including photos and efficient invoice documentation.
Over the past 38+ years our company has provided rough cut mowing, and mowing vacant lots and Grooming of commercial and residential lots. We also have the ability to remove waste and debris promptly or unique demands that arise.

Years in Business: 38 **Insurance and Bond Information:** Jacklitch Ins Co - State Auto. Bond- CNA Surety Warner Ins

ND Contractor Number No. 57531 Class D

List two references of former agreements *including company name, contact name, and phone number*

1) Fine Associates
Jim White 612-332-2561

2) Good Samaritan
Judy Marik or Al Wallace
701-282-2651

Hourly Service

Removal of Garbage/Junk	$50.00 per hour + dump fee $50.00 per ton
Light Duty Mowing	$50.00 per hour
Heavy Duty Mowing	$100.00 per hour
Bagging	$55.00 per hour
Trimming	$50.00 per hour

SIGNATURE SHEET

Remy Bosh	Bosh Enterprises Inc.
Signature	Company Name
Remy Bosh	513 14th St. N.
Print Name	Company Address
President	Fargo, ND 58102
Title	City, State Zip Code
701-237-9564	701-237-4149
Telephone Number	Fax Number
47-0739183	linda@boshenterprisesinc.com www.boshenterprisesinc.com
Federal Tax ID Number	URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/24/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JACKLITCH INSURANCE AGENCY LLC 602 2ND AVE N WAHPETON ND 58075	**CONTACT NAME:** JUSTIN WOODS **PHONE (A/C, No, Ext):** 701-200-7788 **FAX (A/C, No):** 701-642-6710 **E-MAIL ADDRESS:** jwoodsinsurance@gmail.com
INSURED BOSH ENTERPRISES INC 513 14TH ST N FARGO ND 58102	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** STATE AUTO INSURANCE **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PBP2827362	03/19/2019	03/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BAP2470078	03/19/2019	03/19/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			PBP2827362	03/19/2019	03/19/2020	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		PBP2827362	03/19/2019	03/19/2020	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FARGO CASS PUBLIC HEALTH
1240 25TH ST S

FARGO ND 58103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
JUSTIN WOODS

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WSI
North Dakota Workforce Safety & Insurance

CERTIFICATE OF PREMIUM PAYMENT
WORKFORCE SAFETY & INSURANCE
EMPLOYER SERVICES
SFN 4920 (04/2007)

1600 EAST CENTURY AVENUE, SUITE 1
PO BOX 5585
BISMARCK ND 58506-5585
Telephone 1-800-777-5033
Toll Free Fax 1-888-786-8695
TTY (hearing impaired) 1-800-366-6888
Fraud and Safety Hotline 1-800-243-3331
www.WorkforceSafety.com

REMY BOSH
BOSH ENTERPRISES INC
513 N 14TH ST
FARGO ND 58102-

Employer Account Number: 879817
Issued Date: 08/17/2018
Expiration Date: 08/14/2019

CERTIFICATE OF PREMIUM PAYMENT

This is to certify that North Dakota Workers Compensation coverage is effective for the employer named on this certificate. Employees of the named employer are entitled to apply for the rights and benefits of Workforce Safety and Insurance(WSI).

Coverage under this certificate extends to North Dakota based employers for their North Dakota exposure. Limited coverage extends beyond the physical boundaries of North Dakota. Contact the Policyholder Services Department of WSI at 1-800-777-5033 for further information on coverage issues or to inquire into the status of the holder of this certificate.

North Dakota Century Code § 65-04-04 requires that each employer post this Certificate of Premium Payment in a conspicuous manner at the workplace. A penalty of $250 may apply for failure to comply with this requirement.

A Certificate of Premium Payment may be revoked for failure to make required premium payments.

Barry Schumacher

Barry Schumacher
Chief of Employer Services

Class	Classification Description
5410F	Bldg Const-Inclu Concrete Work
6042O	Snow Removal
8805	Clerical Office Employees
9007	Bldg Custodians - Janitorial
9007A	Lawn & Ground Maintenance

VII. **PROPOSAL APPLICATION**

"ENVIRONMENTAL HEALTH WEEDS/GRASS CODE ENFORCEMENT RFP"

Business Name: Valley Green & Associates

Address: 4117 32nd Ave S **City** Moorhead **State** MN **Zip** 56560

Business Phone: 701 729 5419 **Mobile:** (Josh) 218 790 7871

Email Address: nicole@valleygrenassociates.com **Contact Name:** Josh or Nicole

Proposal Specifications

Contractor's qualifications: See attached

Experience in type and level of service: See attached

Years in Business: 11 **Insurance and Bond Information:** See attached

ND Contractor Number 58057 Class D

List two references of former agreements *including company name, contact name, and phone number*

1) Ben Dow - City of Fargo - Director of Operations 701 241 1311

2) Anita Burnside - City of Fargo - Snow Abatement - Neighborhood Services 701 241 8279

3) Mary Schmitt - City of Moorhead - Lawn & Snow Abatement Neighborhood Services Specialist 218-299-5234

Hourly Service

Removal of Garbage/Junk	$45/hr
Light Duty Mowing	$50/hr
Heavy Duty Mowing	$85/hr
Bagging	$55/hr (includes mowing hourly rate)
Trimming	$45/hr

SIGNATURE SHEET

Signature

Valley Green & Associates
Company Name

Josh Abrahamson
Print Name

4117 32nd Ave S.
Company Address

Owner
Title

Moorhead, MN 56560
City, State Zip Code

701 729 5419
Telephone Number

N/A
Fax Number

47-2280970
Federal Tax ID Number

www.valleygreenassociates.com
URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

Cover Letter

PO Box 1069
Fargo, ND 58107

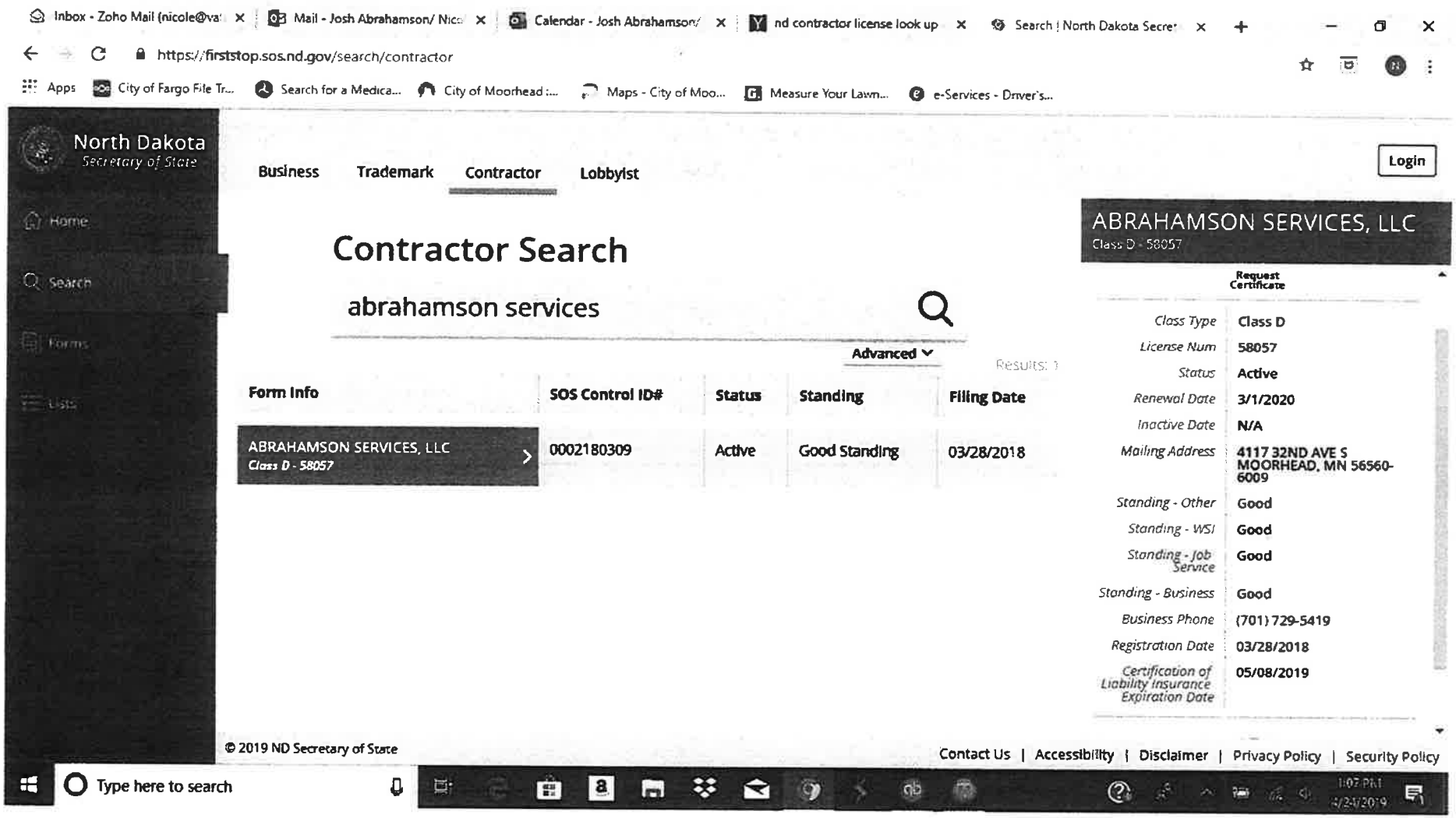
Contractor qualifications & experience: Valley Green & Associates is able to provide all your lawn maintenance needs. We mow both residential and commercial locations along with a variety of other lawn contracts. We currently work with the City of Moorhead on their lawn abatement contract for the third straight season. We perform similar snow removal abatement work along with regular lawn mowing services for the City of Fargo and have developed a positive working relationship with the City's Director of Operations. This will be the third year Valley Green has mowed for the City of Fargo.

Company information:

- Name: Valley Green & Associates
- Address: 4117 32nd Ave S Moorhead, MN 56560
- Telephone number: Office – Nicole – 701.729.5419 Owner – Josh – 218.790.7871
- Fax: N/A
- Email: nicole@valleygreenassociates.com
- Year established: Valley Green was established in 2000 by its owner Gordy Habel. In 2014 Josh Abrahamson (current owner) purchased the business. Prior to purchasing Valley Green, Josh owned a lawn and snow company named Cutting Edge Groundscare for 8 years that was later absorbed by Valley Green due to many duplicate customers/services.
- Abrahamson Services, LLC DBA Valley Green is a Limited Liability Company with Josh Abrahamson as the sole owner.
- Insurance information: Please see attached
- North Dakota contractor number: 58057 Class D

References:

- Ben Dow: City of Fargo Director of Operations – 701.241.1310
- Anita Burnside: City of Fargo Public Works (Abatement Snow) – 701.241.8279
- Mary Schmitt: City of Moorhead Neighborhood Services Office Specialist (Abatement Mow) – 218.299.5234


Inbox - Zoho Mail (nicole@va
Mail - Josh Abrahamson/ Nic
Calendar - Josh Abrahamson/
nd contractor license look up
Search | North Dakota Secre
https://firststop.sos.nd.gov/search/contractor
Apps
City of Fargo File Tr...
Search for a Medica...
City of Moorhead :...
Maps - City of Moo...
Measure Your Lawn...
e-Services - Driver's...
North Dakota
Secretary of State
Business
Trademark
Contractor
Lobbyist
Login
Home
Search
Forms
Lists
Contractor Search
abrahamson services
Advanced
Results: 1
Form Info
SOS Control ID#
Status
Standing
Filing Date
ABRAHAMSON SERVICES, LLC
Class D - 58057
0002180309
Active
Good Standing
03/28/2018
ABRAHAMSON SERVICES, LLC
Class D - 58057
Request Certificate
Class Type
Class D
License Num
58057
Status
Active
Renewal Date
3/1/2020
Inactive Date
N/A
Mailing Address
4117 32ND AVE S
MOORHEAD, MN 56560-6009
Standing - Other
Good
Standing - WSI
Good
Standing - Job Service
Good
Standing - Business
Good
Business Phone
(701) 729-5419
Registration Date
03/28/2018
Certification of Liability Insurance Expiration Date
05/08/2019
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Type here to search

VEHICLE LIST/ASSET LIST UPDATED: 4.14.19

Year	EQUIP NAME	Make	Model	VIN #
2013	TRACTOR	JOHN DEERE	3720	1LV3720HLDH940722
	TRACTOR	JOHN DEERE	3520	1LV3520HPCH840633
	TRACTOR	JOHN DEERE	3520	1LV3520HJDH940316
	TRACTOR	JOHN DEERE	3720	LV3720H380886
	TRACTOR	JOHN DEERE	3720	LV3720H381129
	TRACTOR	JOHN DEERE	X749	1MOX749AABM060229
	CAB TRAC 7	COZY CAB		CP22-89-00103
	TRACTOR	JOHN DEERE	X749	1MOX748AUBM060368
	CAB TRAC 8	COZY CAB		CP22-89-00120
	TRACTOR	JOHN DEERE	X739	1MOX739ALDMO11272
	CAB TRAC 9	JOHN DEERE		1M00CABHTD0010273
	TRACTOR	JOHN DEERE	X739	1MOX739ALEM020026
	CAB TRAC 10	JOHN DEERE		1MOOCABHTD0010435
	TRACTOR	JOHN DEERE	X729	1MOX729ALAM060025
	CAB TRAC 11	COZY CAB		CP22-89-00056
	TRACTOR	JOHN DEERE	X729	MOX729A040520
	CAB TRAC 12	COZY CAB		CP22-79-00328
	TRACTOR	JOHN DEERE	X728	1MOX728AKBM061638
	CAB TRAC 13	JOHN DEERE		JDX138228
	TRACTOR	JOHN DEERE	X729	1MOX729AABM060185
	CAB TRAC 14			CP22-79-00079
	TRACTOR	VENTRAC	3400Y	3400Y-AK01836
	TRACTOR	VENTRAC	4500P	4500P-AJ01668
	TRACTOR	VENTRAC	4500Y	4500Y-AJ02091
	TRACTOR	JOHN DEERE	4066r	1LV4066RJJJ403914
	TRACTOR	JOHN DEERE	1585	1TC1585UCHS040009
2017	TRACTOR? 3.1.19	JOHN DEERE	3039R	1LV3039REHH401886
2019	TRACTOR?3.11.19	JOHN DEERE	47SB	1M047SBXJKM172420
2019	TRACTOR?3.11.19	JOHN DEERE	54FB	1M054FBXJM172676
2018	TRACTOR?2.28.19	JOHN DEERE	60HDB	1M060FBXTJM160170
2018	TRACTOR 1.2.19	JOHN DEERE	X739 HDAP	1MOX739APHM060114
2018	COZY CAB	CUSTOM PRODUCTS	A-12098	CP22-93-00260
2017	652R Mower	Deere		
2017	652R Mower	Deere		
2017	2960M Mower	Deere		
2014	2930R Mower/Bagger	Deere		
2018	60" Deck w/ bagger	2955M		1TC955MGCJY060140
2018	72" Deck	2955M		1TC955MDTJY060154
	BLOWER	VENTRAC	KX523	5X523-AA4331
	BROOM	VENTRAC	HB580	HB580-AB2048

MOWERS

	BROOM	VENTRAC	HB580	HB580-AB2846
	SPREADER	EXMARK	STAND ON	VT5691CKA52400
	BROOM	JOHN DEERE	60" BROOM	M060HDB017439
	BROOM	JOHN DEERE	60" BROOM	1M060HDBLD0022373
	BROOM	JOHN DEERE	60" BROOM	1M060HDBCD0022359
	BROOM	JOHN DEERE	60" BROOM	M060HDB019104
	BROOM	JOHN DEERE	60" BROOM	M060HDB017217
	BROOM	JOHN DEERE	60" BROOM	1M060HDBCC0021296
	BROOM	JOHN DEERE	60" BROOM	1M060HDBLB0020281
	BROOM	JOHN DEERE	60" BROOM	1TC60FMXVCT056324
2018	BLADE ATTACH	JOHN DEERE	54FB	1M054FBXVJM171712
	BROOM	VENTRAC	LB540	LB540-AA2013
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	1MO47SBXLCM112693
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	M01471X096504
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	1M047SBKTBM103240
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	1M047SBXCAM100397
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	M047SBX084131
	BLOWER ATTACH	JOHN DEERE	47" BLOWER	1M047SBXHBM104139
	BLOWER ATTACH	JOHN DEERE	59" BLOWER	1M0595BXJBM070615
	BLOWER ATTACH	JOHN DEERE	59" BLOWER	1MO59SBXJCM080613
	BLOWER ATTACH	JOHN DEERE	59" BLOWER	1MO59SBXPCM080561
	BROOM	M-B COMPANIES		MB04856
	BROOM	M-B COMPANIES		MB04957
	BLOWER ATTACH	PRONOUOST	PXPL-80	46118
	BROOM	M-B COMPANIES		MB-05226
	BROOM	JOHN DEERE	60" BROOM	1M060HDBUC0021400
	BROOM	JOHN DEERE	60" BROOM	1TC60FMXCJT630626
	BROOM 1.8.19			1M060HDBCB0020057
2018	BROOM 1.2.19	JOHN DEERE	60" BROOM	1M060HDBLJ0027472
2018	BROOM 12.21.18	JOHN DEERE	60" BROOM	1TC60FMXCJT630626
2018	BLOWER 1.2.19	JOHN DEERE	47"	1M047SBXCJM170904
2018	BLADE 1.2.19	FRONTIER	BB2060 STD DUTY BOX	1XFBB20XCJ0039154
	SKID STEERE	JOHN DEERE	320E	T0320EKJGJ298510
	SKID STEERE	JOHN DEERE	320E	T0320EKTHJ315562
	SKID STEERE	JOHN DEERE	518S	530322291
	WALK BEHIND BLOWER	SIMPLICITY	1695875	2015348007
	WALK BEHIND BLOWER	SIMPLICITY	1695877	2015351707
	WALK BEHIND BLOWER	SIMPLICITY	1628P/169566	2013940614
	WALK BEHIND BLOWER	SIMPLICITY	1695875	2015565552

	WALK BEHIND BLOWER	SIMPLICITY	P1728E/1695990	2015377552
	WALK BEHIND BLOWER	SIMPLICITY	P1728E/1695990	2015377551
2008	SPRAY	CHEV	PK SIL	1GBHK24K28E189998
2002	CUBE VAN	ISUZU	TB NPR	4KLB4B1R62J800451
2002	WHITE	CHEVY 2500	SW CIL	1GCHK23UX2F250322
2007		CHEV	4W EQU	2CNDL23F276111988
1997	SUBURBAN	GMC	4W K15	1GKFK16R9VJ753693
1999	GREY PICKUP	CHEV	PK GM4	1GCGC24ROXR704814
1998	REG CAB TEAL	CHEV 2500	PK GM4	1GCFC24R1WZ120724
1997		GMC	PK SIE	1GTGK24RXVZ529990
2002	BLACK	CHEV 2500	4CSIL	1GCGK29U42Z288503
2005	EXT CAB	GMC2500	4C SIE	1GTHK29U25E148188
1995	WHITED 1500	GMC	PK SIE	1GTEK14H4SZ522506
2006	2500 DURAMAX	CHEVY		1GCHK23D26F141827
2006	WITH UTILITY BOX	GMC		1GDHC24086E241363
2008		USUZU NPR		4K1B4B1U98J801199
2002	4 DOOR PICKUP	GMC		1GTHK23U72F187650
2014		LOAD	TRL	4ZEUT2229E1062142
2015		LOAD	TRL	4ZESA1412G-1098981
2012		LOAD	TRL	4ZECH2029C1010880
	RUSTY TRAILER		TRL	NO VIN
2015		LOAD	TRL	4ZEUT2224G1106549
2016	14' UTILITY TRL	LOAD	TRL	4ZESA1412H1120334
2014		STEA	TRL	52LBE1424EE027346
2012		PJ	TRL	3CVU81412C2502035
2012		LOAD	TRL	4ZESA1011C1017288

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: JUSTIN WOODS
JACKLITCH INSURANCE AGENCY LLC 602 2ND AVE N WAHPETON ND 58075	PHONE (A/C, No, Ext): 701-200-7788 FAX (A/C, No): 701-642-8710 E-MAIL ADDRESS: jwoodsinsurance@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ABRAHAMSON SERVICES LLC DBA VALLEY GREEN AND ASSOCIATES 3817 43RD AVENUE SOUTH MOORHEAD MN 56560	INSURER A: STATE AUTO INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BOP2795571	05/08/2018	05/08/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY ☑ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			BAP2401158	05/08/2018	05/08/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCP2264389	10/21/2018	10/21/2019	☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

JUSTIN WOODS

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

(1)

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 30, 2019

RE: NOTICE OF GRANT AWARD FUNDING WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR $108,450 CONTRACT NO. G17.1194 CFDA NO. 93.917

This is a request to approve the attached agreement for $108,450 with the North Dakota Department of Health for Ryan White Part B Program/Case Management for People Living with HIV/AIDS. This is a decrease in grant funding.

If you have questions please contact Desi Fleming at 241-1380.

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

DF/lls
Enclosure

	NOTICE OF GRANT AWARD SFN 59920 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.1194	HIV Care Formula Grants	93.917	4/1/2019	3/31/2020
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
4/8/2019	Department Of Health And Human Services	X07HA00043	Program	
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.				
TITLE OF PROJECT/PROGRAM	Ryan White Part B Program--Case Management for PLWH	**NDDoH PROJECT CODE**	2201 HLH3430-03--$56810 ;2201 HLH3430-09--$51640	
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Lindsey VanderBusch	
ADDRESS	401 Third Ave N	**ADDRESS**	2635 E Main Ave	
CITY/STATE/ZIP	Fargo,ND 58102	**CITY/STATE/ZIP**	Bismarck, ND 58503	
CONTACT NAME	Desi Fleming	**CONTACT NAME**	Lindsey VanderBusch	
TELEPHONE NUMBER	701-241-1360	**TELEPHONE NUMBER**	701.328.4555	
EMAIL	dfleming@fargond.gov	**EMAIL**	lvanderbusch@nd.gov	

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$108,450	$0	$108,450
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$108,450	$0	$108,450

SCOPE OF SERVICE	Health Resources and Services Administration's (HRSA) Ryan White HIV/AIDS Treatment Extension Act of 2009 and the North Dakota Department of Health Ryan White Part B (RW) program have three performance goals: (1) strengthen and expand the health care safety net; (2) expand availability of health care resources to underserved, vulnerable, and special needs populations; and (3) increase the appropriate provision of effective and culturally competent health care services by health care providers. To assist HRSA and the RW program to meet all these goals, the Grantee agrees to provide essential core and supportive services to meet the needs of eligible clients. Details about the reimbursable services and expectations are found in "Attachment 1—Special Conditions" which is attached to this document. By signing this award, your agency is agreeable to performing/reimbursing for the services as listed for all enrolled clients: Outpatient Ambulatory, Medical Transportation, Oral Health Care, Vision Care, Mental Health Services, Medical Nutrution Therapy, Medical Case Management, Non-Medical Case Management, Emergency Financial Assitance & Housing
REPORTING REQUIREMENTS	Expenditures for reimbursement will be submitted using the "2019 RW Request for Reimbursement due by the 15th of the following month submitted via the North Dakota Program Reporting System (PRS). The expenditure reimbursement request for the period ending June 30, 2019 must be received by July 15, 2019. The final expenditure reimbursement request for the period ending March 31, 2020 must be received by May 15, 2020.

INDIRECT RATE (check one)	_____ Subrecipient waived indirect costs	_____ De minimis rate of 10%	Negotiated/Approved rate of 10 %
SPECIAL CONDITIONS	Financial obligation of the Department is contingent upon funds being made available by HRSA.		

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

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 4/30/19	SIGNATURE Desi Fleming	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Desi Fleming, Director of Public Health		Kirby Kruger, Section Chief, Medical Services	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

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

Public Health
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Fargo Cass Public Health

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: APRIL 30, 2019

RE: SCHOOL CONTRACT, $36,261.33

The attached contract with Kindred Public School District for $36,261.33 is for nursing services for the 2019-2020 school year.

No budget adjustment is required for this contract.

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

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

DF/lls
Enclosures

PURCHASE OF SERVICE AGREEMENT
KINDRED PUBLIC SCHOOL DISTRICT

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

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

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

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2019-2020, beginning on July 1, 2019 and ending on June 30, 2020. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

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

III. SCOPE OF SERVICE

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

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.
3. Kindred Public School District has requested an increase in school nursing hours over the original 27 hours per week agreement. Therefore, Kindred Public School District agrees to pay 100 % (salary and benefits) of the school nursing hours in excess of 27 hours per week, including any overtime accrued in lieu of this request. The school nurse rate for those hours over the originally contracted amount of 27 hours with salary and benefits will be billed at $36.97.

V. CHANGES

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

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

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

VII. AUTHORITY TO SUBCONTRACT

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

VIII. INDEPENDENT CONTRACTOR

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

IX. COPYRIGHT

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

X. AGREEMENT CONSTITUTES CONTRACT

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

XI. PROVIDER ASSURANCES

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

XII. INTEGRATION AND MODIFICATION

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

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

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

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including, all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

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

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

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

XXI. NOTICES

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

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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

XXIV. WAIVER

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

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to

provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

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

XXVIII. NON-DISCRIMINATION

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

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

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO, TIMOTHY J. MAHONEY

DATE

Desi Fleming
DIRECTOR OF PUBLIC HEALTH, DESI FLEMING

4/24/19
DATE

KINDRED PUBLIC SCHOOL DISTRICT

Steve Hall
SIGNATURE
AGENCY REPRESENTATIVE

Supt.
TITLE

4-24-19
DATE

ATTACHMENT A

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

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

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

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

OBJECTIVES:

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

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

ATTACHMENT B
2019-2020
SCHOOL HEALTH SERVICES BUDGET

KINDRED PUBLIC SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
27 RN HOURS /WEEK X 35 WEEKS AT $42.00 /HOUR 40 RN HOURS/YEAR FOR EXTRA ACTIVITES AT $42.00/HR 36 HOURS OF ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$39,690.00 $1,680.00 $1,810.44
TOTAL	$ 43,180.44
7 RN HOURS /WEEK X 35 WEEKS AT $36.97 AT 100%	$9,057.65
GRAND TOTAL	$ 52,238.09
DISTRICT PORTION AT 63 % OF $43,180.44 DISTRICT PORTION AT 100% OF 9,057.65 PROVIDER PORTION AT 37% OF $43,180.44	$27,203.68 $9,057.65 $15,976.76
TOTAL FOR DISTRICT OF AMOUNT AT 63% TOTAL FOR DISTRICT OF AMOUNT AT 100% GRAND TOTAL FOR DISTRICT (ADDED PORTION AT 100%)	$27,203.68 $ 9,057.65 $36,261.33

ATTACHMENT C

PROVIDER ASSURANCES

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

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

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

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

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

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

G. The Provider shall not assign this agreement.

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

THE CITY OF Fargo
FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR NC

DATE: MAY 2, 2019

SUBJECT: APPROVAL OF SITE ACCESS AGREEMENT WITH 223 MAIN AVE LLC, LOCATED AT 223 MAIN AVENUE

In September of 2016, the City of Fargo approved and received $400,000 in grants from the Environmental Protection Agency (EPA) to perform brownfield assessments on properties within the city. The funds can be used to perform assessments on properties suspected or knows to have contamination, such as petroleum, lead and asbestos.

The city recently received a request for assessment at 223 Main Avenue. Attached you will find a site access agreement for the property in order to conduct site assessment on the property. Work includes Phase I Environmental Site Assessment (ESA) of a site visit to observe current conditions of property and structure interior, and Phase II ESA assessment of asbestos containing building materials, soil, soil vapor and/or groundwater sampling at the property.

Both the Environmental Protection Agency (EPA) and the North Dakota Department of Health have approved the site eligibility determination to use grant funds for this site. This agreement has been reviewed by the City Attorney.

Suggested Motion:
To approve the Site Access Agreement with 223 Main Ave LLC.

SITE ACCESS AGREEMENT BETWEEN

CITY OF FARGO

and

223 MAIN AVE LLC

This site access agreement ("Agreement") is made as of April 12, 2019, by and between 223 Main Ave LLC, hereinafter referred to as "Grantor" and, the City of Fargo hereinafter referred to as "Grantee".

1.0 RECITALS

1.1 Grantor owns certain real estate property at: 223 Main Ave (Parcel # 01-3508-01380-000) Fargo, North Dakota (the "Property").

1.2 Grantee desires to perform one or more of the following work on the Property (the "Work"):

- Phase I Environmental Site Assessment (ESA) consisting of a site visit to observe current site conditions on the Property including the interior of the structure(s) on the Property.
- Phase II ESA consisting of asbestos containing building materials, soil, soil vapor and/or groundwater sampling at the Property.

1.3 The parties desire to enter into this Agreement to give access to the Property to Grantee or its representatives or consultants for the purpose of performing the Work.

2.0 AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

3.0 TERMS

3.1 Grantee or its representatives or consultants may perform the Work on the Property. Grantee or its representatives or consultants may enter onto the Property for the purpose of performing the Work.

3.2 Grantee agrees not to permit any liens to stand against the Property for Work done or materials furnished by Grantee, and Grantee agrees to indemnify and hold Grantor harmless from any such liens for Work performed under this Agreement.

3.3 If the Property shall be disturbed by the performance of the Work, then upon completion of the Work the Property shall be reasonably restored by Grantee to as close to its original condition just prior to such disturbance.

3.4 Grantee agrees to indemnify, defend, and save Grantor, its agents, consultants or employees harmless against all liability, damage, expense, causes of action, suits, claims, or judgments, including reasonable attorneys' fees and court costs, resulting from injuries to persons or damage to property on the Property which arise out of any negligent act, error, or failure to act, of Grantee, its agents, consultants or employees in performing the Work allowed by the site access provided by this Agreement, except to the extent the same may be caused by the negligence of Grantor, its agents, consultants or employees.

3.5 This Agreement may be terminated by either party upon five (5) business days prior with written notice.

3.6 Grantee shall use its best efforts to perform the Work in a manner so as not to unreasonably interfere with Grantor's use or occupation of the Property.

3.7 This Agreement shall be governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto are authorized to and have executed this Agreement as of the day and year first above written.

	223 Main Ave LLC
City of Fargo	**Grantor**
(by)	(by) Zac Wanzek
(Title)	(Title) President

THE CITY OF Fargo
FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(10)

MEMORANDUM

TO: CITY COMMISSION

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR NC

DATE: MAY 2, 2019

RE: CORRECTION OF BLOCK NUMBERING OF PREVIOUSLY APPROVED RENSAISSANCE ZONE BOUNDARY ADJUSTMENT

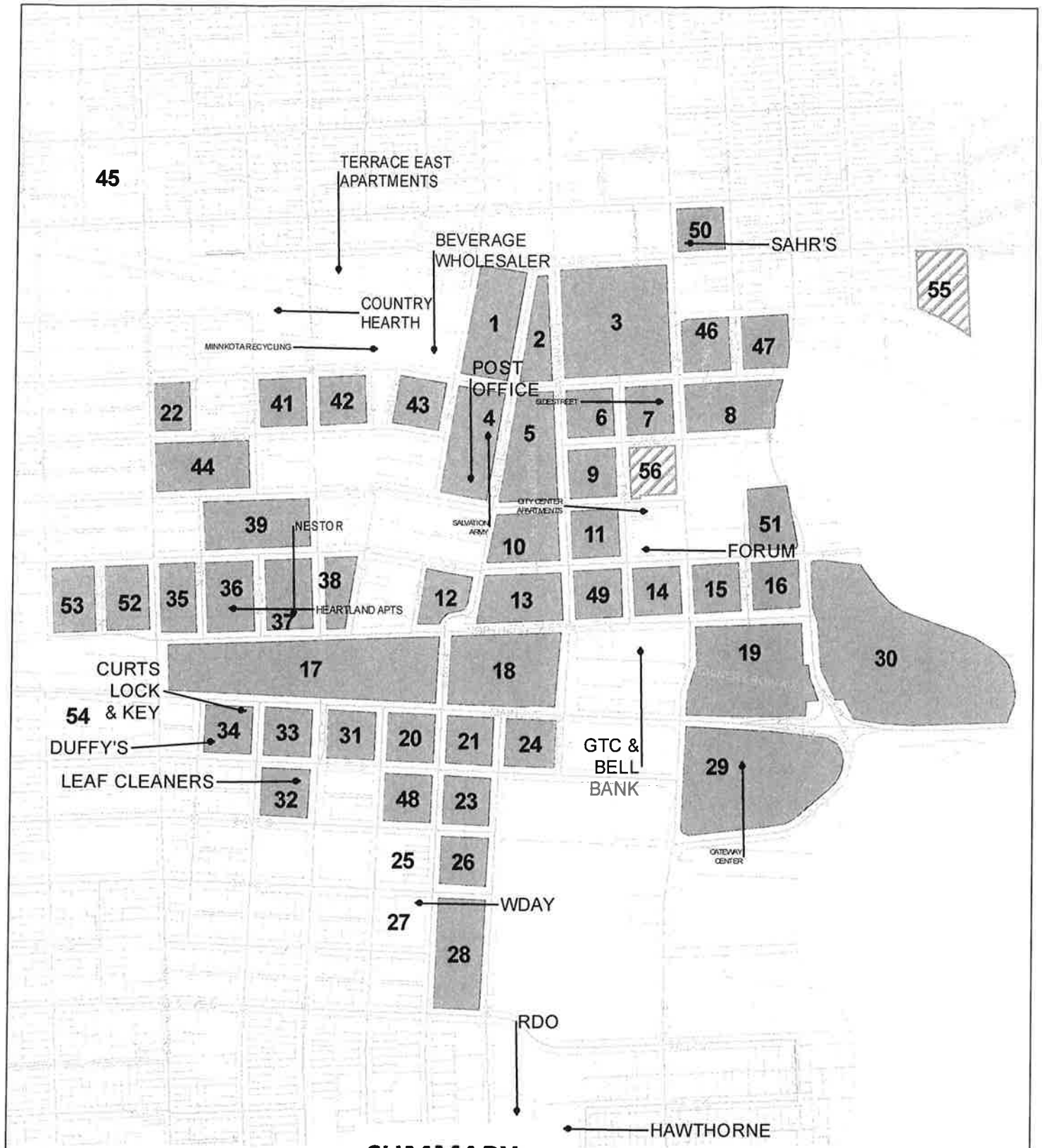
On March 25, the City Commission approved an adjustment to the Renaissance Zone boundary, with the addition of Blocks 54 and 55. It was determined block 54 was already identified as a Candidate Block during the last boundary adjustment in 2017. Staff brings forth this item simply to correct the block numbering. For reference, below is information regarding the blocks, which was approved on March 25.

The city received a request from LHS Investments LLC to add one (1) additional RZ blocks to the City of Fargo Renaissance Zone Plan (RZ Plan). The one block is located between 6th Avenue North, Oak Street North, the railroad and Wildflower Grove Park. LHS Investments LLC has plans to construct a multifamily development, on the proposed RZ Block 55.

The city received a second request from 201 Hospitality LLC to add one (1) additional RZ blocks to the City of Fargo Renaissance Zone Plan (RZ Plan). The one block is located between 2nd Avenue North, 3rd Avenue North, 5th Street North and 4th Street North. 201 Hospitality LLC has plans to remodel the exterior and interior of the Radisson, on the proposed RZ Block 56.

Recommended Action: Approve the corrected block numbering of previously approved RZ boundary adjustment to Blocks 55 and 56.

PROPOSED RENAISSANCE ZONE BOUNDARY



RZ BLOCKS

PROPOSED_BLOCKS

SUMMARY:

CURRENT TOTAL - 47 BLOCKS (STATE CAP OF 49 BLOCKS)

(Blocks 6, 9,15 & 18 counted as 1/2 blocks)

PROPOSED TOTAL - 48 1/2 BLOCKS

(Blocks 6, 9,15, 18 & 56 counted as 1/2 blocks)

MAY 2019

Block #	Previous Block #	Block Status	Acreage	Approximate Acreage Undeveloped / Vacant	Block - Building Value	Block - Land Value	Total Value per Acre	Existing Buildings / Land Use	Desired Land Use and Primary Development Strategy	½ Block	Zoning District
1	2a	RZ	4.67	1.48 ac. / 32%	$9,350,900	$1,330,900	$2,287,323	The Marks Apartments, Forum Distribution Center, Johnson Building, 506 Roberts St (John Morrell Co. Bldg)	N ½ - Redevelopment of (surface parking) commerical or residential S ½ - Primarily built-out other than two small surface parking lots and possible rehabilitation, renovation or new construction of the property at 669 4th Ave N		DMU
2	3a	RZ	2	0.44 ac. / 22%	$6,640,000	$1,552,000	$4,096,000	*Powers Hotel (400 Broadway), Lowman Block, Empire, Aggie Block, Bismarck Tavern	Mixed Use - Ground floor retail/commercial with upper level housing		DMU
3	1	RZ	8.59	1.35 ac. / 16%	$14,656,000	$3,678,100	$2,134,354	Bison Hotel, Goodyear, Great Northern Bicycle Company, Ford Building, Amtrak, American Federal Bank and a few Single Family Detached Homes	N ½ and NE Corner - Clearance and redevelopment S ½ and SW Corner (Broadway) and SE Corner - Clearance and Redevelopment, re-establish corners with multiple stories in height and ground level retail/commercial activity on 4th Avenue Possible vacate all or portion of the 5th St right-of-way		DMU
4	5t	RZ	4.61	1.14 ac. / 25%	$21,914,300	$2,208,300	$5,232,668	St. Marks Lutheran Church, United States Post Office, Salvation Army, Ivers Apartments	N ½ - Redevelopment for Housing (excluding Ivers Apartment Building) S ½ - Preservation (Federal Building)		DMU
5	2	RZ	4.34	1.57 ac. / 36%	$45,434,900	$2,474,600	$11,039,055	Loretta Building, Johnson Block, 300 Broadway, McKone Building (206 Broadway), *Fargo Theatre	N ½ - Redevelopment for Housing (excluding Ivers Apartment Building) S ½ - Preservation (Federal Building)		DMU
6	3	RZ	1.92	0.21 ac. / 11%	$13,505,000	$1,164,200	$7,640,208	Derecci Block (Fargoan), Sons of Nowary Lodge (309 Broadway), Dixon Block, American Legion	W½ - Mixed use, ground floor retail/commercial with upper level residential E½ - Potential redevelopment opportunities; establish SE corner with multiple stories in height with upper level residential	½ Block	DMU
7	6t	RZ	1.92	0.50 ac. / 26%	$7,667,600	$1,112,000	$4,572,708	Sanford Annex (415 3rd Ave N), Fargo Public Health, 404 4th Ave N (City Assessor)	W½ and NW corner - Potential clearance and redevelopment, Mixed-Use or Housing E½ - Clearance and redevelopment in SE corner - multiple stories with ground level retail/commercial on 3rd Avenue; redevelopment of surface parking		DMU
8	4a	RZ	4.03	1.65 ac. / 41%	$5,166,600	$1,927,700	$1,760,372	Howard Johnson Motel, Pontoppidan Lutheran Church	W½ and NW Corner - Clearance and redevelopment E½ - Clearance and redevelopment with emphasis on ground level interaction with adjacent street right-of-way (ie. limited or zero setbacks on 3rd Avenue, 4th Avenue and 2nd Street)		DMU
9	4	RZ	2.06	1.54 ac. / 75%	$3,360,100	$1,215,000	$2,220,922	US Bank	Clearance and redevelopment - Mixed-use with ground level interaction with adjacent street ROW	½ Block	DMU
10	6	RZ	2.64	0.80 ac. / 30%	$16,421,200	$1,446,000	$6,767,879	Black Building, Merchants National Bank (122 Broadway), Straus Building (102 Broadway), Stone Building (Avalon), Pioneer Life Insurance Building, Graver Inn Apartments	Preservation and Rehabilitation; and redevelopment of surface parking lots		DMU
11	7	RZ	1.92	0.60 ac. / 31%	$15,465,900	$1,093,000	$8,624,427	Hancock Building (109 Broadway), Odd Fellows Hall / Hotel Donaldson	Preservation and Rehabilitation; redevelopment of surface parking and specifically the SE corner at the 1st Ave N/5th Street N intersection		DMU
12	10a	RZ	1.81	0.85 ac. / 48%	$6,705,400	$840,000	$4,168,729	Serkland Law Firm, BillMeyer Apartments, The Gardner,	NW Corner - Infill/redevelopment S½ - Clearance and redevelopment		DMU
13	10	RZ	3.22	0.81 ac. / 25%	$24,611,000	$1,791,000	$8,199,379	Cityscapes, Syndicate Block (64-74 Broadway), Elliott Hotel Annex (606 1st Ave)	Redevelopment of surface parking lots Preservation and rehabilitation of historic or contributing stuctures		DMU
14	12	RZ	1.92	1.38 ac. / 72%	$2,065,000	$963,000	$1,577,083	Loudon Building (64 4th St), Ball Building (65 5th St)	Clearance and redevelopment (excluding Loudon Building) - Mixed-use with ground level retail/commercial with upper level housing		DMU
15	13	RZ	1.92	0.74 ac. / 39%	$9,367,800	$967,000	$5,382,708	*Pence Automobile Co. Warehouse (301 NP Ave), United Automotive,	Redevelopment of surface parking lots; re-establish SW corner with multiple stories in height and ground level retail/commercial activity on NP and 4th St	½ Block	DMU
16	14	RZ	1.92	.63 ac. / 33%	$1,525,000	$925,000	$1,276,042	Petro Serve, National Muffler	N½ - Clearance and redevelopment S½ - Clearance and redevelopment		DMU
17	11a	RZ	16.53	4.95 ac. / 30%	$13,401,200	$3,411,000	$1,017,072	*Union Storage, Swift & Company Building (10 8th St), BNSF Railway, McDonalds, Diamond Vogel Paints	N½ - Clearance, redevelopment and preservation - preservation of Union Storage/Armour Creamery buildings and Union Storage warehouse buildings in NE corner of the block. Remainder of the block identified as clearance or redevelopment. Mixed-use and/or housing with zero or limited setbacks on NP Ave; and commercial or mixed-use on Main Ave with any surface parking located on the rear (preferance) or side yard		DMU
18	15	RZ	5.35	2.55 ac. / 58%	$22,360,600	$2,956,900	$4,732,243	Renaissance Hall, Old Broadway, Herbst Building (CI Sport), *Northern Pacific Railroad Depot	N½ - Redevelopment of surface parking lot, mixed-use with ground level retail/commercial on NP Avenue S½ - Redevelopment of surface parking lots	½ Block	DMU

Block #	Previous Block #	Block Status	Acreage	Approximate Acreage Undeveloped / Vacant	Block - Building Value	Block - Land Value	Total Value per Acre	Existing Buildings / Land Use	Desired Land Use and Primary Development Strategy	½ Block	Zoning District
19	16	RZ	6.62	2.74 ac. / 41%	$16,251,200	$1,347,200	$2,658,369	Minneapolis Moline Building (Vogel Law), Advance Rumely Thresher Co. (300 NP Ave), AmeriPride,	N½ - Redevelopment/infill on properties in NE and NW corners as well as surface parking lots S½ - Redevelopment and Rehab to mixed-use (commercial, retail, housing). The SE corner should be a 'gateway' structure and should include ground floor retail and significant interaction with Main Avenue and 2nd St		DMU
20	15a	RZ	1.92	0.78 ac. / 41%	$4,822,200	$721,000	$2,887,083	*Masonic Block (9 8th St S), Watkins Block (806 Main Ave), *F.O. Knerr Block (Nichole's), Floyd block (15 8th St S), *McHench Block (17-19 8th St S) and *Webster/Cole Building (21 8th St S)	Preservation. Opportunities for increased housing on upper floors of existing buildings. Redevelopment of surface parking lots could accommodate ground floor retail/commercial on 1st Ave S and housing or office on the remainder.		DMU
21	18	RZ	1.89	0.65 ac. / 34%	$5,647,300	$766,000	$3,393,280	Kennelly Okeefe (720 Main Ave), The Shields Block (714 Main Ave), Luger Furniture Store (716 Main Ave), UA (700 Main Ave), Landmark Building (15 7th St S)	Preservation of contributing structures and redevelopment and infill to include: 718 Main Ave, surface parking lots and SW corner. Establish SW corner with mixed-use, multiple stories and ground level retail/commercial on both 7th Street and 1st Ave		DMU
22	5a2	RZ	1.58	0.91 ac. / 58%	$12,174,000	$414,000	$7,967,089	Woodrow Wilson	Preservation and Rehabilitation		DMU
23	13t	RZ	2.06	1.25 ac. / 61%	$4,328,100	$765,000	$2,472,379	Sanford Neuropsychiatric institute	NW and SE Corner - Redevelopment and infill of surface parking lots; ground floor retail/commercial on 1st Ave and 8th Street		DMU
24	19	RZ	2.01	0.25 ac. / 12%	$11,301,900	$837,000	$6,039,254	*deLendrecies Building (620 Main Ave), Wimmers Jewelry	Preservation and Rehabilitation - A number of the structures abutting Main Avenue have utilized the RZ benefits. Retail/Commercial ground level with housing on upper stories		DMU
25	-	Candidate	2.01	1.28 ac. / 64%	$880,400	$458,200	$665,970	Cass County Courthouse Parking, Neighborhood Commercial (NC) within existing single family residences	Redevelopment and infill, mixed-use or housing		NO & MR3
26	14t	RZ	2.06	0.65 ac. / 32%	$7,738,000	$458,800	$3,979,029	Park Ridge Apartments (200 8th St S), Residential Condominums (220 8th St S), United Way, Runsvold Funeral Home	W½ - Rehabilitation E½ - Clearance and re-development, specifically the NE and SE corners - establish corners with mixed-use or housing		E½ - GC & LC; W½ - MR3
27	-	Candidate	2.11	1.05 ac. / 49%	$5,359,400	$501,000	$2,777,441	WDAY Tower, Apartments (304 9th St S)	S½ and surface parking lots - Infill		LC & MR3
28	20	RZ	4.75	1.0 ac. / 21%	$10,904,800	$820,200	$2,468,421	Park Terrace Apartments (315 7th St S and 420-422 8th St S), Islander Apartments (415 7th St S) - Primarily Residential Apartments and Condominiums	E½ - Clearance and redevelopment; mixed use or housing		E½ - GC; W½ - MR3
29	-	RZ	13.03	5.85 ac. / 45%	$12,834,800	$4,883,000	$1,359,770	Gateway Center Plaza (300 Main Avenue), Park East Apartments, Fargo High Rise, Professional Building (100 4th St S), Cenex (330 Main Ave)	N½ (including Park East Apartments) - Redevelopment with mixed-use and ground level interaction on Main Avenue and the intersections of 2nd St/Main Ave and 4th St/Main Ave. Note that the 2007 Downtown Framework Plan highlights the importance of this block in terms of improving synergy and extending the success of downtown onto Main Avenue. The Plan also states this block should be developed as a 'gateway' between the Fargo and Moorhead downtown areas with a focus on mixed-use, walkability, economic vitality and connectivity (greenway, streetscape, etc.). S½ - Infill opportunities of surface parking lots and specific focus on establishing a multi-story structure on the corner of 2nd St/4th St. Note proximity to a public parking ramp on 1st Avenue		DMU
30	17	RZ	10.46	9.75 ac. / 93%	$1,314,400	$3,635,000	$473,174	Mid America Steel / Fargo Foundry Steel & Manufacturing, Case Plaza	Clearance and Redevelopment - Mixed-use or housing; establish multi-story structure on the corner of 2nd St/NP Ave. Note that a portion of this acreage is within the 100 year floodplain		DMU
31	9t	RZ	1.92	0.61 ac. / 32%	$2,771,400	$593,500	$1,752,552	A-1 Radiator (1 9th St S), Fargo Firehouse No. 2 (916 Main Ave), Christian Science Church (23 9th St S), Apartments (917 1st Ave S)	NE and NW Corners - Clearance and Redevelopment S½ - Clearance and Redevelopment, housing		DMU
32	St3	RZ	1.92	0.61 / 32%	$3,196,500	$350,800	$1,847,552	Leaf Cleaners/McGovern SF Residence (1002 1st Ave S), Boulger Funeral Home (123 10th St S)	NW Corner and SW Corners - Clearance and Infill with commercial or mixed-use on N½ and higher density housing on S½		GC & MR3
33	8t2	RZ	1.92	0.86 ac. / 42%	$3,178,500	$455,400	$1,892,656	Vacant and underutilized commercial acreage on N½ and low density residential on S½	Clearance and Redevelopment - Single family or low density residential is not a desired use in this block		DMU
34	7t2	RZ	1.92	1.07 ac. / 56%	$1,827,800	$459,600	$1,191,354	Curts Lock & Key (1102 Main Ave), Duffy's (16 12th St S) - Commercial Properties	N½ - Clearance and Redevelopment, commercial or mixed-use S½ - Redevelopment or infill, housing or mixed-use		DMU

Block #	Previous Block #	Block Status	Acreage	Approximate Acreage Undeveloped / Vacant	Block - Building Value	Block - Land Value	Total Value per Acre	Existing Buildings / Land Use	Desired Land Use and Primary Development Strategy	½ Block	Zoning District
35	8a	RZ	2.15	1.03 ac. / 47%	$3,702,000	$919,400	$2,149,488	Mathison's Express Printing (1213 NP Ave), United Refrigeration (12 12th St N) - Office & Commercial Uses	Clearance and Redevelopment - Mixed-use, commercial / retail / office; ground floor commercial or retail and emphasis on interaction with NP Ave and University Dr right-of-way		DMU
36	9a	RZ	2.88	1.34 ac. / 46%	$2,225,400	$838,000	$1,063,681	Heartland Apartments, Urban Crossing Apartments (1102 1st Ave N)	Clearance and redevelopment (excluding Urban Crossing Apartments) - Mixed-use, commercial /retail and/or housing		DMU
37	-	RZ	2.69	1.39 ac. / 52%	$2,328,400	$1,013,700	$1,242,416	Nestor (1001 NP Ave), Park Company Realtors - W½ Single-Family Residential	Clearance and redevelopment - Mixed-use or commercial/retail with ground floor interaction on 10th St and NP Ave; housing on upper floors or W½ of the block. Definition of block corners shall be critical on this block		DMU
38	8	RZ	1.6	0.50 ac. / 31%	$2,833,900	$649,300	$2,177,000	Jiffy Lube, Park Company Mortgage, Foss Architecture/Interiors, World Vets Headquarters, Warehouse Apartments	S½ - Clearance, infill and redevelopment; emphasis on defining the block corner on NP Ave and 10th St. Mixed-use, commercial or housing Remainder - Preservation and rehabilitation.		DMU
39	3b	RZ	4.49	3.19 ac. / 71%	$5,415,600	$1,733,000	$1,592,116	ND Farm Bureau / Nodak Mutual, Taco Bell, Pierce Co., surface parking	E½ - Redevelopment, mixed-use or commercial with definition of block corners and ground floor interaction with adjacent right-of-way (primarily 1st Ave and 10th St)		DMU
41	1b	RZ	1.87	0.91 ac. / 48%	$12,540,700	$530,100	$6,989,733	Helenske Design Group (304 10th St N), Credit Union, Taco Johns - Apartment Building (303 11th St N)	E½ - Clearance and redevelopment; mixed use or commercial with definition of block corners and ground floor interaction with adjacent right-of-way (most importantly 10th St)		DMU
42	-	RZ	1.87	1.25 ac. / 67%	$1,264,700	$639,000	$1,018,021	Stop-N-Go/Casey's General Store, Northern and surface parking (Elim/Northern)	W½ - Clearance and redevelopment; mixed use or commercial with definition of block corners and ground floor interaction with adjacent right-of-way (most importantly 10th St) E½ - Infill, mixed-use or housing		DMU
43	-	RZ	1.92	.45 ac. / 24%	$2,369,500	$500,200	$1,494,635	Rape & Abuse Crisis Center (720 4th Ave N) and single-family, duplex or apartments on the remainder of the block	E½ - Clearance and redevelopment (preservation of SE corner); mixed use or housing W½ - Clearance and redevelopment; mixed-use or housing		DMU
44	-	RZ	3.92	1.50 ac./ 38%	$12,546,200	$956,000	$3,444,439	Twin Towers Condominiums (1110 3rd Ave N), Freighthouse Flats Apartments, University Dr Manor Apartments (1201 2nd Ave N)	W½ - Infill, commercial or mixed-use adjacent to University Drive Remainder - Rehabilitation		DMU
45	-	Candidate	3.15	2.0 ac. / 63%	$1,425,000	$757,000	$692,698	SunMart, Bjornson's and strip commercial/retail	Clearance, Redevelopment and infill - mixed-use, commercial, retail, housing		GC / LC
46	-	RZ	1.85	0.75 ac. / 41%	$3,837,100	$765,000	$2,487,622	Fargo School District, Fargo Housing Authority (409 4th St N), Automated Maintenance Services (410 3rd St N) - and surface parking lots	N½ - Preservation / Rehabilitation SW Corner - Rehabilitation SE Corner - Clearance and redevelopment, mixed-use or housing		DMU
47	-	RZ	2.05	0.63 ac. / 31%	$2,862,000	$805,000	$1,788,780	Fargo School District Warehouse (419 3rd St N), Military Processing Center (225 4th Ave N) and Commercial/Retail Building (203 4th Ave N)	Clearance and redevelopment; mixed-use or housing with definition of block corner at 2nd Street and 4th Avenue		DMU
48	-	RZ	1.92	0.24 ac. / 13%	$3,798,100	$431,600	$2,202,969	Blenheim/Stratford/Marlborough Apartments (801-807 2nd Ave S), Wellington Apartments (102 9th St S), FM Title (101 8th St S)	NE Corner - Clearance and redevelopment; mixed-use, office or housing SW Corner - Clearance and redevelopment; mixed use or housing		DMU & MR3
49	11	RZ	2.06	0.76 ac. / 37%	$14,945,100	$1,171,000	$7,823,350	Dakota Building (51 Broadway), Royal Jewelers (69 Broadway), Red River Women's Clinic, Gibb Building (502 1st Ave N)	E½ - Infill and redevelopment; mixed-use with housing on upper floors W½ - Preservation and rehabilitation		DMU
50	-	RZ	1.73	1.21 ac. / 70.2%	$1,207,800	$500,100	$987,225	Sinclair Gas Station (601 4th St N), Arnold A Weld Dental Laboratory Inc. (617 4th St N), Surface Parking Lot - E½ of the block is mostly single-family residential	Clearance and redevelopment ; mixed-use, office or housing		W½ - DMU, NE - MR3, SE - LC
51	-	RZ	3.99	3.99 ac. / 100%	$27,089,000	$191,500	$6,837,218	Surface Parking Lot and Government Office Building	Redevelopment of surface parking lot and infill, commercial or mixed-use		DMU

Block #	Previous Block #	Block Status	Acreage	Approximate Acreage Undeveloped / Vacant	Block - Building Value	Block - Land Value	Total Value per Acre	Existing Buildings / Land Use	Desired Land Use and Primary Development Strategy	½ Block	Zoning District
52	-	RZ	2.46	1.51 ac/ 61.4%	$1,647,000	$697,000	$952,846	DFC Consultants LLC (1320 1 AVE N), Horab & Wentz Certified Public Accountants (1307 NORTHERN PACIFIC AVE N), Trogstad Engineering, PC (1313 NORTHERN PACIFIC AVE N), Dakota Rollers Auto (10 UNIVERSITY DR N), Bill's Video & TV Service (12 UNIVERSITY DR N), Vacant (20 UNIVERSITY DR N), Crown Trophy (26 UNIVERSITY DR N), Border Cities Service Inc. (30 UNIVERSITY DR N)	Redevelopment and infill; mixed-use or commercial		DMU
53	-	RZ	2.28	1.42 ac/ 62.1%	$1,995,700	$419,800	$1,059,430	2 Story Duplex (1340 1 AVE N), DFC Consultants Parking Lot (1330 1 AVE N), For Lease (18 13 1/2 ST N), 2 Story Single Family Residence (12 13 1/2 ST N), 2 Story Duplex (10 13 1/2 ST N), For Lease (2 13 1/2 ST N), Meinecke-Johnson Construction (5 14 ST N), 1 1/2 Story Single Family Residence (15 14 ST N), 2 Story Single Family Residence (17 14 ST N), 2 Story Single Family Residence (1344 1 AVE N), 2 Story Single Family Residence (1346 1 AVE N), Warehouse (1342 1 AVE N)	Redevelopment and infill; mixed-use, art center, commercial		W ½ LI, E ½ DMU
54	-	Candidate	6.58	6.58ac/85.3%	$2,320,300	$691,500	$457,720	Nygard Signs (5 UNIVERSITY DR S), Deans Auto Sales (21 UNIVERSITY DR S), Tailgators, Mom's Diner, Pop's Roadside Eatery (1322 MAIN AVE), 2 Story Duplex (1337 1 AVE S), 2 Story Duplex (1339 1 AVE S), Roberts Street Chapel (1342 MAIN AVE), Gene's TV Clinic (1344 MAIN AVE), Good News Auto Sales (1350 MAIN AVE), Storage Facility (1313 1 AVE S), Bethany Homes Storage (1311 1 AVE S), 2 Story Duplex (1329 1 AVE S), 2 Story Duplex (1323 1 AVE S), Vacant (1321 1 AVE S), Bonjour Fargo (1328 MAIN AVE), Rynmark Warehouse (1333 1 AVE S), Warehouse (1341 1 AVE S), Hobart Food Equipment (18 14 ST S)	Clearance and redevelopment; mixed-use, office or housing. Redevelopment of surface parking lots.		GC
55	-	RZ	3.35	3.35ac/ 100%	$334,400	$514,200	$253,313	Single Family Residence (6 6 AVE N) Single Family Residence (515 Oak ST N) Single Family Residence (509 Oak ST N) Single Family Residence (505 Oak ST N)	Clearance and redevelopment ; housing.		MR-2 and DMU
56	-	RZ	2.07	0.76ac/36.7%	$22,632,500	$1,266,900	$11,545,604	City of Fargo Parking Ramp (411 2 AVE N) American Federal Bank (215 5 ST N) City of Fargo Police Department (225 4 ST N) Skyway (210 4 ST N) Auto Repair Shop (202 4 ST N) Radisson Hotel, Offices and Commercial Uses (201 5 ST N) Prairie Public Television (213 5 ST N)	Redevelopment and infill; mixed-use and commercial	½ Block	DMU

* Assessed valuations based on 2018 Assessor's Data

CITY OF Fargo

FARGO POLICE DEPARTMENT
222 Fourth Street North, Fargo, North Dakota 58102
David E. Todd, Chief of Police

May 2, 2019

(11)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: North Dakota Department of Emergency Services Grant Application

Dear Commissioners:

The North Dakota Department of Emergency Services (ND DES) has opened their 2019 State Homeland Security grant application process. The Fargo Police Department has applied for and been awarded, grants from ND DES in the past. The Red River Valley SWAT Team purchases equipment with the awarded funds to complete tactical missions in an effort to keep the community and officers safe during critical incidents.

A priority of the 2019 ND DES grant is to sustain existing regional SWAT team capabilities for terrorism preparedness.

If given the opportunity, the Fargo Police Department would like to apply for the ND DES 2019 grant in an effort to update equipment used by the Red River Valley SWAT team. The items desired are as follows:

- Rook armored Caterpillar with trailer and tow vehicle
- Tactical entry vests (replacement)
- Thermal Monocular (replacement)

Attached you will find descriptions of each item.

There is no cost share or match required for this grant.

As required, the Fargo Police Department is requesting approval to apply.

Recommended Motion:

Accept the request to apply for the 2019 ND DES State Homeland Security grant.

Please contact me if you have any questions or concerns.

Sincerely,

David E. Todd
Chief of Police

ROOK Armored Critical Incident Vehicle

Requested Grant Funding - $427,000

OBJECTIVE

The Fargo Police Department/RRV SWAT Team is requesting the purchase of a remote controlled NIJ LEVEL IV Armored Caterpillar Multi-Terrain Loader also known as "The ROOK." The Rook is capable of being used in tight areas both inside and outside of public buildings to transport personnel or equipment and for surveillance. The Rook's specific attachments increase job safety and can be easily changed depending on situational needs.

The Rook would sustain current CBRNE capabilities in several ways. The Rook allows for NIJ LEVEL IV protection in almost all terrain types, areas of limited space and movement, and also second story structures.

The Rook would be deployable by other tactical teams state-wide (EMAC), and sharable with other entities. The Rook comes with a Gooseneck Trailer and Ramp. We are also requesting a 2019 Ford F450 Crew Cab pickup to transport the Rook. This equipment would be deployable as soon as it is acquired and training is completed.

JUSTIFICATION

The requested Rook Tactical Vehicle will sustain our regional team's core capabilities by filling the following gaps in our terrorism preparedness, identified through the THIRA process. The RRV SWAT Team needs mobile NIJ Level IV protection in off-road environments, tight indoor and outdoor spaces, and at second floor levels of structures. We also need NIJ Level IV protection in order to provide life-sustaining/saving services to the affected population, conduct stabilization and rescue efforts, and ensure a safe and secure environment. The Rook will also sustain our efforts to identify, discover and locate threats or hazards, to include explosives and ballistic threats. The RRV SWAT Team will train with the Rook to assess capability, safety and effective use. The Rook will be used to stabilize critical infrastructure and functions and minimize health and safety threats during a terrorist attack. During a terrorist attack, the Rook will allow for a LE protected response.

Please see attached Justification Letter, Brochure, and Quote

QUOTATION

TO: Fargo Police Department

DATE: 6/5/2018

TERMS: Net 10 Days
All machines quoted are subject to machine availability and prior sale.

ATTN: Mike Sanden

QTY	DESCRIPTION OF EQUIPMENT

1 ➢ **NIJ Level IV Armored Caterpillar Multi-Terrain Loader**

The Caterpillar 297D has a cab with A/C as well as a high flow, two-speed, self level, dual level suspension undercarriage, advanced machine information and control system. The subject ROOK comes equipped with an electro/hydraulic implement control, RH; electro/hydraulic hydrostatic transmission control LH; hand and foot throttle, 12 volt electrical system, 90 ampere alternator, gauges, operator warning system indicators, a vinyl seat with an ergonomically contoured armrest and a control interlock system. In addition, the machine carries a Cat C3.8 DIT Turbo, Tier IV compliant diesel engine that has 106 net HP @ 2500 RPM, SOS Sampling valves, Engine Oil and Hydraulic Oil, Tilt up Radiator/Hydraulic Oil Cooler, Lockable Engine Enclosure, 4 Machine Tie Down Points. The ROOK comes with ballistic resistant glass and is SCBA compatible for Hazardous Material and WMD response.

Item Price **$ 210,500.00**

➢ **The Hydraulic breaching Ram**

A Hydraulic Breaching Device with 6500psi is fitted with four low-light video cameras attached to its face that allows for a 360 Degrees field of view and one infrared camera for frontal view. Tactical Non-Lethal Chemical Agent Delivery System

Item Price **$ 22,000.00**

➢ **Grapple Claw**

The Grapple Claw is an attachment that has over 4,000 pounds of lift capacity for debris removal and site preparation.

Item Price **$ 6,000.00**

➢ **Vehicle Extraction**

An attachment used for vehicle removal and recovery

Item Price **$ 3,500.00**

➢ **Armored Personnel Platform**

One can raise the attachment (with or without personnel) to heights that allows for second story entries/rescue operations or fortified positions. The platform also has video monitoring, self-contained lighting and shooting ports.

Item Price **$ 36,000.00**

- **Trailer**

  12 ton Trailer with goose neck, 25' flat deck 5' dove tail, and electric brakes

  Item Price **$ 21,000.00**

- **Standard Electronics**

  1 – Infrared Camera's, 8- IP Low Light Camera's, NVR, WIFI, and Transmitted Capability

  Item Price **$ 16,000.00**

- **Warranty**

36 Months Warranty on the Machine and 12 Months Warranty on the cameras and electronic installations.

SALES PACKAGE:	**$ 315,000.00**
WIRELESS REMOTE CONTROL:	**$ 45,000.00**
F-550 SUPERCREW HAUL TRUCK WITH FLATBED:	**$ 67,000.00**
TOTAL:	**$ 427,000.00**

Above Prices Are F.O.B. Florida State Sales Tax To Apply If Applicable

Accepted By: _____ Date: _____
All prices effective for a period of thirty (30) days from date of quotation.

RING POWER CORPORATION

_____
Sales Manager: Shaun Mitchell

Michael Sanden

From: Allan Erickson
Sent: Tuesday, June 05, 2018 2:59 PM
To: Michael Sanden
Subject: RE: Rook information is attached

State of ND Contract # SSP18-1
F550 4x4 Extended Cab diesel - $47,263
Less diesel (gas engine) - <$5,000>
Flat bed with 5th wheel hitch - $9,000.00 Misc lights / computer stand/setup - $3500.00

Let me know if you have any further questions.

Allan Erickson
Fleet Manager
Central Garage
City of Fargo
701.241.1439

-----Original Message-----
From: Michael Sanden
Sent: Tuesday, June 5, 2018 1:13 PM
To: Allan Erickson <AErickson@FargoND.gov>
Subject: Rook information is attached

Allan,

There is also some info on the type of truck we would like to get, within the document.

Thank you!

-----Original Message-----
From: Jahner, Jesse [mailto:JahnerJ@casscountynd.gov]
Sent: Monday, June 04, 2018 2:32 PM
To: Michael Sanden <MSanden@FargoND.gov>
Subject: FW: Emailing: Rook justification.pdf

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

-----Original Message-----
From: Jason Stugelmeyer <jstugelmeyer@bismarcknd.gov>
Sent: Monday, June 4, 2018 2:31 PM
To: Jahner, Jesse <JahnerJ@casscountynd.gov>

Subject: Emailing: Rook justification.pdf

Don't steal it from us. I will come find u. Ha.

Your message is ready to be sent with the following file or link attachments:

Rook justification.pdf

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

INVESTMENT JUSTIFICATION

The ROOK: Armored Critical Incident Vehicle

Custom Designed and Fabricated by Ring Power Corporation - Caterpillar® Dealer

I. INTRODUCTION AND OVERVIEW

The ROOK: Armored Critical Incident Vehicle (The ROOK) has been identified by the RRV SWAT Team as a vital piece of specialized law enforcement equipment that will address and dramatically improve key essential areas of constant concern and review within our agency:

(1) Increase Officer and Citizen Safety
(2) Efficiency of Operations / Fiscal Responsibility.
(3) Sustain and enhance the capabilities of current regional tactical teams

The ROOK will be utilized to its fullest extent to increase the safety of our citizens, officers and all emergency first responders while at the same time serve to more safely progress critical incidents to a more efficient and cost effective resolution.

Through the procurement and subsequent utilizations of The ROOK during incidents involving terrorism and other tactical police response to armed subjects, the direct and indirect costs associated with protracted law enforcement "standoff" incidents will be greatly reduced. This will be accomplished by effective and responsible use of The ROOK capabilities to be described and detailed within this Investment Justification.

Simply stated, The ROOK capabilities permit the operator to safely approach, rescue, evacuate citizens and officers, maneuver and work safely within the inner perimeter of a scene. Simultaneously this enables the incident commander or lead governmental decision maker to dramatically reduce the time duration spent on scene, the manpower required, and the exorbitant financial costs incurred during such protracted armed barricaded gunmen / hostage situation "standoffs".

Law enforcement steps and actions related to negotiations, scene approach, rescue, evacuations, recovery, maneuvering, breaching, clearing, custody etc., can now be safely accomplished within minutes and hours as opposed to days. This efficiency is gained without compromising officer and community safety – it is actually increased due to the ballistic protection and versatility of The ROOK and its specialized attachments.

These types of terrorism and critical incidents have historically become protracted situations which greatly impact the immediate and surrounding community, require residence and business evacuations, traffic flow disruptions and school lockdowns.

These incidents place both an extensive manpower and resources drain on all emergency responder and support entities. This financial impact is also noted by the primary agency and local government though the cost of salaries, overtime and supplies expended during protracted incidents. Resolving the critical incident as safely and efficiently as possible, given any particular set of circumstances and location, and the restoration of the "normal" environment is the goal for all law enforcement and government agencies. This is also the stated wish for all community residents being impacted and displaced by the critical incident and is closely monitored and reported in the local and national media.

Reducing liability issues related to these protracted armed standoff situations, which expose the community and all first responders to the imminent threat of death or serious bodily injury, is also a key component. Resolving the incident as quickly and safely as possible reduces the ongoing risk of all persons and addresses the preservation of human life duty and mission of our agency.

The use and deployment of traditional wheeled civilian law enforcement transport armored vehicles to respond and secure the perimeter at terrorism and critical incident scenes has become commonplace in the United States. These types of vehicles also serve an important role in law enforcements measured and progressive response to a critical incident by securing the perimeter and protecting the officers within the vehicles while working to establish contact and communications with the armed / barricaded subject.

However these types of traditional wheeled tactical armored vehicles are severely limited as to their terrain mobility and functionality beyond that. They possess very limited breaching capabilities, no ability to access smaller areas, lack the capability to simultaneously breach and clear via integrated camera systems areas of concern on both ground and elevated floors. They cannot operate on soft ground or reach access to upper floors of a structure. These limitations on traditional wheeled armored transport vehicles often do not provide for any additional tactical options, steps or measures for the incident commander and do not contribute to progress the incident closer to a resolution.

Across the United States civilian law enforcement agencies equipped with traditional wheeled armored transport vehicles have continued to experience critical incidents where the nature, location, dynamics and terrain conditions of the incident have exceeded the capabilities and usefulness of their existing traditional wheeled armor transport vehicles. Without additional tactical options, the situations reach a standstill and evolve into unnecessary protracted situations due to elevated officer safety issues with approach, clearing and custody of the armed and concealed suspect(s).

There are numerous documented incidents where law enforcement agencies exhausted all other tactics and measures without resolving the critical incident or

neutralizing the armed suspect(s) who continued to engage officers and citizens with gunfire or the expressed threat and actions to continue this assaultive and life threatening behavior. It was only upon locating an available law enforcement agency equipped with The ROOK to respond to the scene and address the situation were these incidents then quickly resolved upon The ROOK's arrival and capabilities being utilized.

The ROOK and its attachments have been identified as the required piece of armored specialized law enforcement equipment to provide for these capabilities, improve officer and citizen safety, provide for increased tactical steps and progressive measures for our incident commander / government agency decision makers and to reduce costs per incident dramatically through more efficient and safer police operations.

The procurement of The ROOK to be maintained and utilized as a regional asset will directly address the goal of enhancing and sustaining the current regional tactical teams in our area. This approach and method has proven successful in other regions of the United States where the procurement of a ROOK and its specialty attachments serves the needs of multiple agencies in a particular region. Minimizing the response time for The ROOK to respond to a critical incident in our region directly supports this goal.

The unmatched capabilities and utility of The ROOK to quickly resolve a critical incident involving armed terrorists or criminal subjects has been well documented. Most often times the critical incident lasts as long as it takes for The ROOK to arrive on scene and commence ROOK operations – the incident in normally then resolved within minutes as opposed to hours and days, without the increased and continuing risk to innocent citizens and officers.

II. BACKGROUND PERSPECTIVE

Civilian law enforcement across the United States has witnessed the continuous increase in size, spectra and frequency of violent criminal activities, active shooter incidents, barricaded gunmen / hostage situations, armed assaults on law enforcement and anti-government and terrorism related activities. These same civilian law enforcement agencies at the Federal, State, County and Municipal levels, to include our own agency, the Fargo Police Department/RRV SWAT and the governmental authorities we represent, are also tasked with responding and resolving these life threatening incidents.

The most alarming characteristic of this trend nationwide is the documented increase in armed suspects and terrorists intentionally, strategically and/or randomly firing on law enforcement and citizens without any regard. Armed criminals and terrorists recognize and exploit the inherent vulnerabilities of all emergency first responders and

civilian law enforcement officers. This is especially true as it pertains to the limitations of personal protective equipment in body armor as well as the lack of ballistic protection afforced by most all civilian law enforcement vehicles.

The ROOK has been specifically designed, fabricated, and ballistically reinforced for use by civilian law enforcement for these ever increasing encounters with armed subjects. These armed subjects, who either by intention or evolution of incident circumstances frequently utilize fortification and concealment to advance and continue their violent criminal, terroristic and dangerous behavior.

The ROOK is not a military or military surplus vehicle, nor is it an "offensive" piece of equipment. The ROOK is purely a purpose built "protective" piece of specialized civilian law enforcement equipment. The ROOK utilizes its NIJ Level 4 ballistic characteristics, unmatched mobility, maneuverability, traction capabilities and use of its hydraulic powered custom attachments to enable one officer / ROOK operator to safely maneuver and work within the interior perimeter and immediate area of an armed subject. The ROOK was specifically designed, developed and evolved from a well-established Caterpillar® equipment construction lineage. The ROOK's reliability, versatility and utility are unmatched by traditional wheeled armored transport vehicle.

The ROOK rubberized track feature is a unique adaption and utilization of a proven commercial construction equipment traction technique. Rubberized track multi terrain loaders manufactured by Caterpillar® and numerous other equipment manufacturers are a standard and ubiquitous sight across the world in civilian earth moving and construction applications.

The ROOK rubberized track and drive feature eliminates traction issues regardless of surface and will not get stuck or sink when operating off paved and prepared surfaces such as yards, fields or lots – a problem issue that has plagued traditional wheeled armored transport vehicles. The minimal ground pressure exerted by the rubberized track feature enables the ROOK to operate safely over soft ground, buried septic tanks, dirt, sand, snow, wet ground, mud or gravel. It is also important to note that due to The ROOK's compact size the machine can operate in and around the immediate perimeter of urban, suburban and rural settings.

The ROOK can also operate within the ground floor hallways and rooms of commercial buildings, shopping malls, school buildings correctional facilities. Most of these facilities ground floors are constructed to easily support the weight of The ROOK and have existing commercial doorway entry points that The ROOK can utilize or expand

on its own in time of emergency to gain access and immediately enter the ground floor of the facility

The ROOK increases officer safety and provides an unequalled versatility and utility function to the incident commander and law enforcement officers on scene. The ROOK has proven its value and ability to safely and efficiently assist in the resolution of armed critical incidents across the United States and is currently an integral part of numerous State, County and Municipal law enforcement agencies.

The ROOK has also proven invaluable during calls for service involving law enforcement to assist and support emergency medical services (EMS) units with resolving situations involving armed mentally disturbed individuals continue to increase. Citizen's suffering from severe mental health episode often demonstrate completely irrational and extremely violent behavior toward themselves, family members, neighborhoods, schools, the government and the first responders themselves.

The threatened or use of firearms during these suicidal subject episodes which frequently develop into armed subject barricading in a residence, business or vehicle then requires a police response to stabilize the scene and work to resolve. Often the citizen suffering from the mental health crisis then also turns their armed violent intentions and actions toward the law enforcement officers who are there to help them.

While the legal criminal intent to seriously injure or kill the responding law enforcement officers is often not present at the time in the mind of the person undergoing a mental health crisis, the factual reality is clear that their armed and violent actions toward law enforcement still pose the immediate threat of death or serious bodily injury to the officers. The officers must be afforded the protection required of the threat they are facing.

The ROOK equipment line has been in service with other civilian law enforcement agencies across the country for many years. Law Enforcement agencies who utilize The ROOK equipment as part of their police operations during such armed gunmen critical incidents and high risk warrant services have reported and documented continual and numerous successful incident resolutions that would not have been remotely possible without the use of The ROOK.

The standard and extremely dangerous tactic by law enforcement to expose officers to manually breach or break through an existing glass window, door or existing potential entry / egress point that is already part of the structures design but is closed, locked or fortified is an expected measure to be employed by law enforcement during a

barricaded gunmen situation. Exposing a tactical entry to begin clearing and searching for the armed and hidden subject is of the highest danger and risk to officers.

Eventually on every incident where the subject does not peacefully surrender or exit the structure a tactical entry by law enforcement must be made. This is by far one of the most dangerous actions law enforcement officers must undertake and not a tactic that is entered into without great concern by all involved.

The ROOK and its hydraulic ram and integrated camera system enables one ROOK operator to approach, breach and "remotely" clear the structure via ram camera system, penetrating deeper into the structure ground floor, basement, second floor, attic, garage, out building etc.... as necessary, moving and removing debris or obstacles all from the ballistic safety of The ROOK cab. This is all accomplished by only 1 (one) officer. This enables other officers on scene to accomplish other important tasks related to this incident and maximizes the incident commander's use of other available manpower resources.

This type of tactical clearing, searching and reducing the threat area can be done within minutes to locate and expose the armed subject. This capability of The ROOK also does not expose a multitude of officers on an entry team having to navigate within a structure known to the armed suspect and not familiar to the officers.

The ROOK can also be utilized to breach or create an opening in a structure, to gain a tactical advantage for officers, or expose an area of fortification or concealment being utilized by the armed suspect / subject, where an opening or exterior port does not already exist.

This capability is also critically valuable when incident intelligence indicates the potential for suspected Improvised Explosive Devices (IED's) may have been placed at existing or anticipated entry points, doors and windows. It is also invaluable when the armed subject has taken refuge and possesses a tactical advantage by concealing themselves in an area with only one entry point which would require officers to approach and enter from thus exposing them to mortal danger.

The RRV SWAT Team has thoroughly discussed and concurs that the utilization of the ROOK and attachments to intentionally alter the physical structure and stability of a location would not to be undertaken lightly. This planned course of tactical action and intervention would only be exercised during high risk tactical operations where armed subjects / suspects and terrorists have demonstrated their intentions and immediate

capability to expose members of law enforcement to the risk of death or serious bodily injury through firearms, explosives or other life threatening measures.

All other means of peacefully and safely resolving the critical incident shall be attempted and documented by the RRV SWAT Team prior to the utilization of the ROOK for structurally invasive operations.

The unmatched power and capabilities of The ROOK hydraulic breaching ram reduces the need for traditional explosive breaching applications or exposing officers to approach and manually breach a fortified structure during a high risk warrant service.

The ROOK ram and /or grapple claw can breach and create openings of varying sizes and easily defeat most any and all residential construction, commercial or correctional facilities as well as most any vehicle, truck or trailer being utilized to fortify and conceal an armed suspect.

Utilizations of The ROOK and its Armored Deployment Platform (ADP) have also been well documented during incidents where officers have been inserted and recovered from second floor entry points under heavy gunfire.

The ADP is used regularly as well as to conduct first and second floor pole cam team operations.

The ADP is regularly used to conduct safe evacuations of neighbors, citizens and officers "pinned down" or otherwise trapped in the inner perimeter as the incident unfolded.

The insertion and recovery of both SWAT and Bomb Squad robots via the ADP to conduct robotic searches of the interior of facilities when access and approach is otherwise blocked or impeded.

The ROOK and ADP has been utilized during documented incidents where suspected terrorists and active shooters have fled in vehicles from scenes and involved in gun battles with pursuing officers until the vehicle was stopped. The ROOK and ADP were the only safe way to approach and remotely clear the vehicle of other suspected armed terrorists due to the presence of improvised explosive devices being used prior and suspected within the vehicle.

The ADP is also utilized as a self-contained perimeter position due to its configuration and ability to be transported and dropped in an open area to provide officers with a fortified perimeter position where none existed due to the openness of terrain or incident location.

The ROOK Extraction Forks and Grapple Claw attachments have been utilized on real world incidents for lifting removing vehicles, regardless of orientation or placement, removal other debris as needed to create working space or gain access to the structure. Traditional wheeled armored transport vehicles cannot perform these tasks which render those vehicles limited to access or gaining the needed proximity approach or tactical perimeter position advantage.

These documented accounts of successful, safe and efficient critical incident resolution through the safety and versatility provided by The ROOK are available through Ring Power Corporation as well as through the agencies themselves upon request.

It is only through the constant evaluation of and procurement of specialized law enforcement equipment designed and proven to meet these ever evolving threats that the RRV SWAT Team can keep pace with the current threat trends and sustain the capabilities of the regional teams in our area.

Dramatically increasing officer safety and gaining the immediate tactical advantage for law enforcement and first responders to any armed and violent situation should always be a top priority.

The ROOK has been identified as a key component to accomplishing this goal.

III. The ROOK STANDARD PACKAGE – DESCRIPTION OF EQUIPMENT

The ROOK, is an NIJ Level IV Armored Caterpillar Multi-Terrain Loader. This piece of armored equipment specifically adapted and modified for utilization during tactical operations when combating armed subjects or other critical incidents where the need to enhance officer safety is required due to environment, location or fortifications.

The ROOK is designed around a Caterpillar 297C model with unique wide rubber track design and undercarriage to enable working on sensitive surfaces and in soft underfoot conditions, a cab with A/C as well as a high flow, two-speed, self-level, dual level suspension undercarriage, advanced machine information and control system.

The ROOK is equipped with an electro/hydraulic implement control, RH; electro/hydraulic hydrostatic transmission control LH; hand and foot throttle, 12 volt electrical system, 90 ampere alternator, gauges, operator warning system indicators, a cloth seat with an ergonomically contoured armrest and a control interlock system.

The machine carries a Cat C3.8 Turbo Diesel Engine, meeting U.S. EPA Tier 4 Interim Emission Standards, 95 Gross HP Engine, SOS Sampling valves, Engine Oil and

Hydraulic Oil, Tilt up Radiator/Hydraulic Oil Cooler, Lockable Engine Enclosure, 4 Machine Tie Down Points.

The ROOK is specially equipped with NIJ Level IV Armor Cab Reinforcement ballistic resistant glass and is SCBA compatible for Hazardous Material and WMD response.

The equipment is specially designed and integrated to function with a variety of purpose built attachments to include:

A. Hydraulic Breaching Ram Device: with 6500psi is fitted with four low-light video cameras attached to its face that allows for a 360 Degrees field of view and one infrared camera for frontal view along with a Non-Lethal Chemical Agent Delivery System.

The hydraulic breaching ram attachment was custom designed delivering 6,500 psi of pressure and much more power than a traditional hand-carried ram.

This standard attachment included with The Rook can extend out from 6 to 10 feet and give a controlled breach of the structure including block walls, reinforced steel doors, wood and concrete, and windows protected by burglar bars.

The ram is equipped with four low-light video and one infrared forward view cameras recessed into the end - one on each side and one in front-giving the operator a 360° view of the breaching area.

The video images are transmitted to the viewing screen inside the cab with the operator. The operator can select each camera view individually full screen or divide screen into 5 views to see all ram cameras, as well as rear machine infrared camera view at the same time.

The ROOK camera system can also be equipped to transmit the video images via wireless feed to the incident command post and perimeter team members (wrist mounted receiver / smart phone / computer monitor)

B. A **Grapple Claw** attachment that has over 4,000 pounds of lift capacity for debris removal and site preparation

The Grapple Claw and bucket is very intrusive and can be utilized to gain access to attics where suspects might be trying to hide or seek protection from ground level exposure.

With 4,500 lbs. of lifting capacity, use of the grapple claws in removing fortified doors, burglar bars, or exterior shrubbery can simplify access for armed officers.

The grapple claw also aides in disaster relief efforts with the ability to remove debris from streets for emergency responders' access.

C. Vehicle Extraction Forks attachment used for vehicle removal and recovery.

The vehicle extraction tool (VET) attachment was fabricated for powerful use in the immobilization or removal of a vehicle in Tactical applications.

The tool can be used to push or pull a parked vehicle, pick up the car completely and move to a safe location, or positioned to lift rear wheels of an occupied vehicle to render it immobile.

Sliding the extraction tool under the side of a vehicle enables lifting to carry the vehicle away.

D. NIJ Level IV Armored Personnel Platform which can be raised (with or without personnel) to heights that allows for second story entries/rescue operations or fortified positions. The platform also has video monitoring, self-contained lighting and shooting ports.

The custom built NIJ Level IV platform includes sloping partial roof cover, and floor-to-roof front shield consisting of sliding center door and batwing doors on the outer edges, plus independent power for two Go Lights.

The ADP provides room for up to four fully-dressed officers and is equipped with four locking gun ports, four bullet proof glass sight ports, and two infrared video cameras attached to the front of the platform with video feed to the equipment operator and one rear infrared video camera on the Rook.

When the Armored Deployment Platform is mounted on the vehicle, the operator can raise it to 11 feet so that entry can be made on both the first and second floors, and the roof.

In a vehicle takedown, the platform can also be slanted downward so shots can be fired into a car without endangering pedestrians or other passersby.

The ADP will allow a bomb squad to be delivered closer to the proximity of a bomb eliminating long walking distances in very heavy protective gear.

With the attached rear platform lowered, three additional officers can be carried to the scene more safely than stacking behind a hand-carried ballistic shield. Additional uses include explosive breaching, strategic team placement, hostage rescue and delivering hostage negotiation phones, food, and medicines.

The ROOK and attachments are all contained and transported aboard a 12 ton Trailer with goose neck, 25' flat deck 5' dove tail, and electric brakes

Additional Optional Equipment is available and can be installed / integrated into the ROOK operating systems depending on our agencies needs.

These options include:

- Wireless Remote Control System – 1000 Feet, Line of Site Control
- FLIR Thermal Imaging Camera System – Camera and Integrated Monitor
- Operator Cab Over Pressure System
- Light Bar Package – 24" LED system
- ROOK Emergency Repair Support Kit
- Tactical Hand Held Breaching Tools for use aboard Armored Deployment Platform

THE ROOK

ARMORED CRITICAL INCIDENT VEHICLE

THE REAL TACTICAL ADVANTAGE.

RING POWER TACTICAL SOLUTIONS
500 World Commerce Pkwy.
St. Augustine FL 32092
904.494.7531 | info@ringpower.com

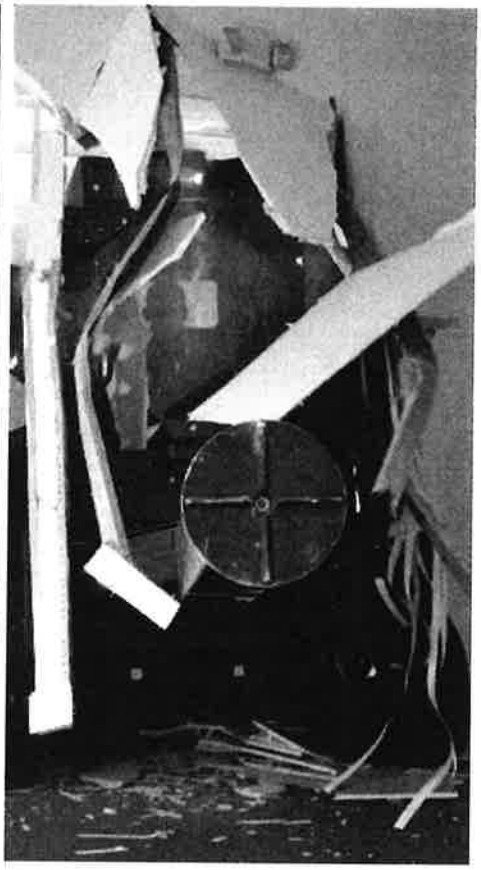
RINGPOWER.COM/TACTICALSOLUTIONS

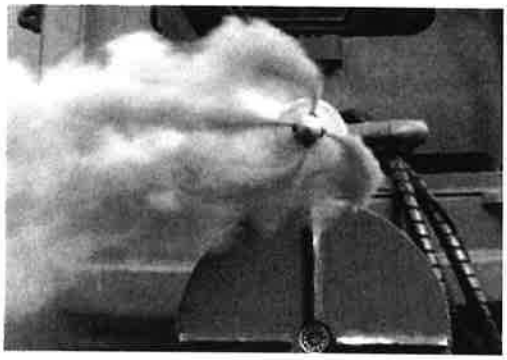
The Rook Patent Pending.

"We use it all the time for everything, You've Got To Have It!"

— BOBBY STEWART
ST. JOHNS COUNTY SHERIFF'S OFFICE
SPECIAL OPERATIONS

THE ROOK





THE REAL TACTICAL ADVANTAGE.

When law enforcement officers are called to any emergency situation – they have to be prepared for the worst case scenario. Whether dealing with a hostage rescue, barricaded suspects, riot scene, or natural disaster, having the tactical advantage is critical.

The Rook Armored Vehicle is custom designed and fabricated by Ring Power Corporation, the North and Central Florida Caterpillar Dealer. Utilizing the powerful Cat® chassis as the base, The Rook provides service advantages that other tactical vehicles just don't have. Unlike traditional armored vehicles, The Rook is capable of being used in tight areas both inside and outside of public buildings to transport personnel or equipment and for surveillance. It is designed with mission specific attachments that increase job safety and can easily be changed depending on situational needs.

Law enforcement agencies across the United States and around the globe utilize The Rook to confront complex threats and make tactical operations safer.

"I don't ever feel like I'm in danger when I'm

THE ROOK STANDARD PACKAGE

The Rook Vehicle:

- Cat® chassis
- 74.3 Gross HP Engine
- Cab Reinforcement Fabrication with NIJ Level IV Armor
- 13,300 lbs. Operating Weight

Includes these Attachments:

- Armored Deployment Platform (ADP) with integrated wireless video camera system
- Hydraulic Breaching Ram (HBR) with integrated video system
- Vehicle Extraction Tool (VET)
- Grapple Claw (GC)
- 25' x 8' Gooseneck Trailer with additional 6' dovetail loading ramp, two 12,000 lb. axles, dual tandem wheels & tool box

Optional Equipment & Upgrades (At Additional Cost):

- OC Dispenser System – for deployment of OC from the front of the Hydraulic Breaching Ram.
- Integrated Night Vision
- FLIR Thermal Imaging
- Tactical Breaching Tools mounted to Platform
- Light Bar Package (LED)
- Wireless feed with wrist mounted monitors for team
- Warranty Upgrades – Parts and Labor Extended Service Coverage 36 Months/3,000 hours.
- Wireless Remote Control
- CW, TICS & TIMS detection
- CBRN cab-overpressure
- Explosives / IED mitigation package
- Real-time video uplink

ARMORED DEPLOYMENT PLATFORM *Patent Pending.*

One of The Rook's strategic attachments is the Armored Deployment Platform. The custom built NIJ Level IV platform includes a sloping partial roof cover and a floor-to-roof front shield. The shield features a sliding center door and batwing doors on the outer edges, plus independent power for two Go Lights. The ADP provides room for up to four fully-dressed officers and is equipped with two locking gun ports, four 5" x 9" sliding gun ports, four bullet proof glass sight ports, and 2 wireless infrared video cameras attached to the front of the platform with video feed to the equipment operator.

When the Armored Deployment Platform is mounted on the vehicle, the operator can raise it to 11 feet so that entry can be made on both the first and second floors, and the roofs. The platform height is also ideal for airplane assault incidents. In a vehicle take down, the platform can be slanted downward for crowd control and rescues.

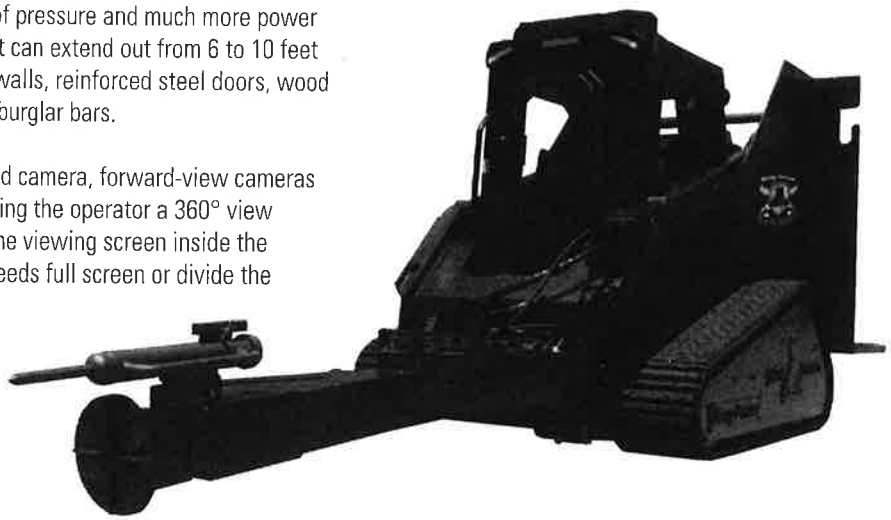
The ADP allows a bomb squad to be delivered closer to the proximity of a suspicious device eliminating long walking distances in heavy protective gear. The Rook can deliver the platform where other vehicles can't go including schools, malls, large crowds and more. The platform can be detached and used as a fortified position with room for an additional three officers as opposed to hand-carried ballistic shields. Additional uses include hostage rescue, suspicious package removal, bus assaults and delivering hostage negotiation supplies all while behind Level IV Armor.

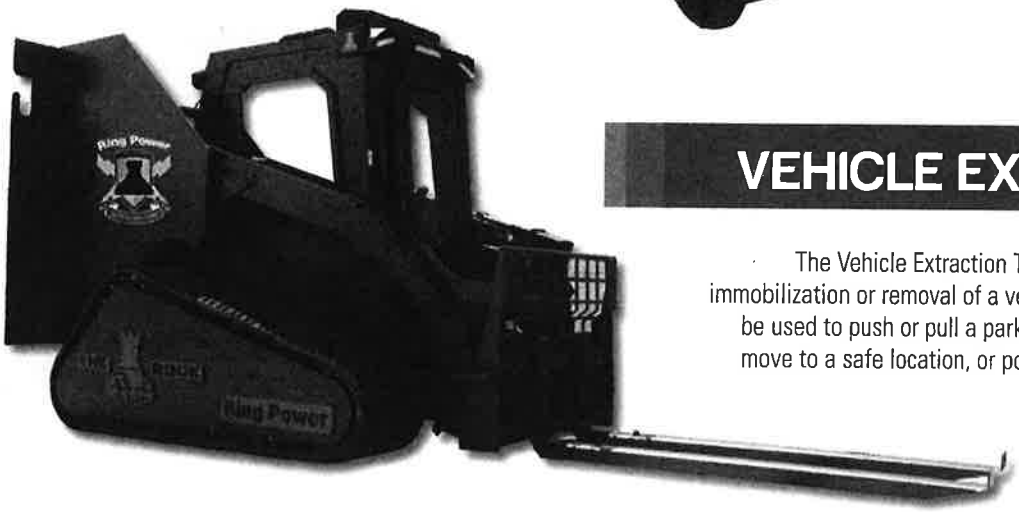
up close and personal in this machine." — MICKEY MITALY
JACKSONVILLE SHERIFF'S OFFICE
S.W.A.T. TEAM MEMBER

HYDRAULIC BREACHING RAM *Patent Pending.*

The Hydraulic Breaching Ram attachment delivers 6,500 psi of pressure and much more power than a traditional hand-carried ram. This standard attachment can extend out from 6 to 10 feet and give a controlled breach of the structure including block walls, reinforced steel doors, wood and concrete, hurricane windows and windows protected by burglar bars.

The ram is equipped with four low-light video and one infrared camera, forward-view cameras recessed into the end – one on each side and one in front-giving the operator a 360° view of the breaching area. The video images are transmitted to the viewing screen inside the cab with the operator. The operator can view single camera feeds full screen or divide the screen into 8 views to see all ram cameras, and all of these can be transmitted to the command center.



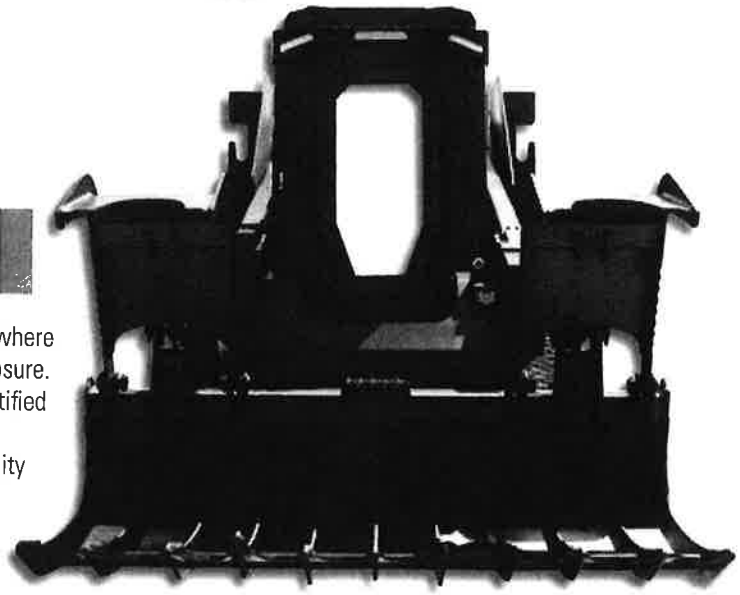


VEHICLE EXTRACTION TOOL

The Vehicle Extraction Tool was fabricated for powerful use in the immobilization or removal of a vehicle in tactical applications. The tool can be used to push or pull a parked vehicle, pick up the car completely and move to a safe location, or positioned to lift rear wheels of an occupied vehicle to render it immobile.

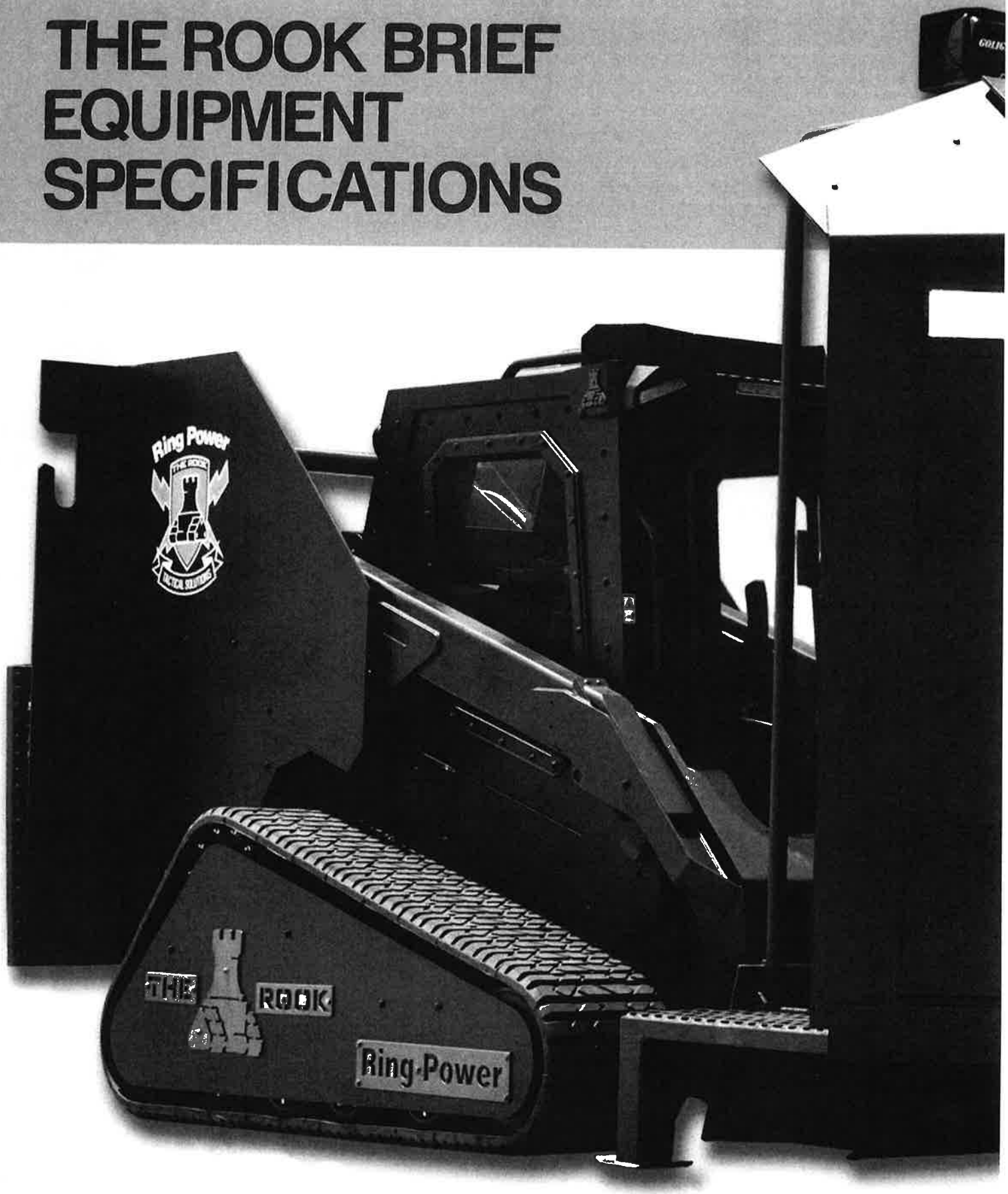
GRAPPLE CLAW

The Grapple Claw is intrusive and can be utilized to gain access to attics where suspects might be trying to hide or seek protection from ground level exposure. With 4,500 lbs. of lifting capacity, use of the grapple claw in removing fortified doors, burglar bars, or exterior shrubbery can simplify access for armed officers. The grapple claw also aides in disaster relief efforts with the ability to remove debris from streets for emergency responders' access.



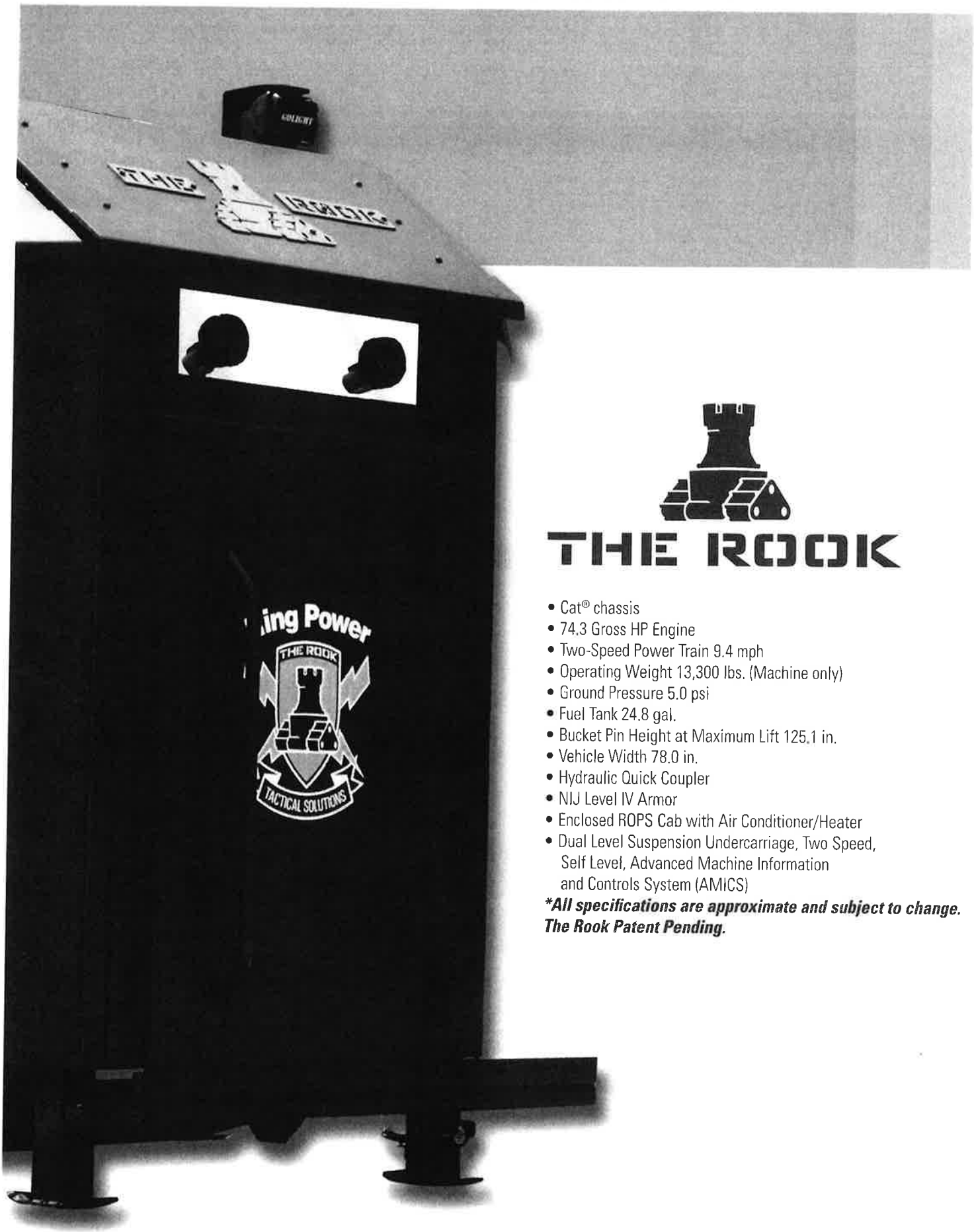
"The Rook is a true game changer when it comes t

THE ROOK BRIEF EQUIPMENT SPECIFICATIONS



…ur tactical operations."

— MAJOR KEITH A. STONE
PENNSYLVANIA STATE POLICE
DIRECTOR, BUREAU OF EMERGENCY AND SPECIAL OPERATIONS



THE ROOK

- Cat® chassis
- 74.3 Gross HP Engine
- Two-Speed Power Train 9.4 mph
- Operating Weight 13,300 lbs. (Machine only)
- Ground Pressure 5.0 psi
- Fuel Tank 24.8 gal.
- Bucket Pin Height at Maximum Lift 125.1 in.
- Vehicle Width 78.0 in.
- Hydraulic Quick Coupler
- NIJ Level IV Armor
- Enclosed ROPS Cab with Air Conditioner/Heater
- Dual Level Suspension Undercarriage, Two Speed, Self Level, Advanced Machine Information and Controls System (AMICS)

All specifications are approximate and subject to change.
The Rook Patent Pending.

Ring Power

THE ROOK

TACTICAL SOLUTIONS

RING POWER TACTICAL SOLUTIONS
500 World Commerce Pkwy.
St. Augustine FL 32092
904.494.7531 | info@ringpower.com

RINGPOWER.COM/TACTICALSOLUTIONS

INVESTMENT JUSTIFICATION

The ROOK: Armored Critical Incident Vehicle

Custom Designed and Fabricated by Ring Power Corporation - Caterpillar® Dealer

I. INTRODUCTION AND OVERVIEW

The ROOK: Armored Critical Incident Vehicle (The ROOK) has been identified by the RRV SWAT Team as a vital piece of specialized law enforcement equipment that will address and dramatically improve key essential areas of constant concern and review within our agency:

(1) Increase Officer and Citizen Safety
(2) Efficiency of Operations / Fiscal Responsibility.
(3) Sustain and enhance the capabilities of current regional tactical teams

The ROOK will be utilized to its fullest extent to increase the safety of our citizens, officers and all emergency first responders while at the same time serve to more safely progress critical incidents to a more efficient and cost effective resolution.

Through the procurement and subsequent utilizations of The ROOK during incidents involving terrorism and other tactical police response to armed subjects, the direct and indirect costs associated with protracted law enforcement "standoff" incidents will be greatly reduced. This will be accomplished by effective and responsible use of The ROOK capabilities to be described and detailed within this Investment Justification.

Simply stated, The ROOK capabilities permit the operator to safely approach, rescue, evacuate citizens and officers, maneuver and work safely within the inner perimeter of a scene. Simultaneously this enables the incident commander or lead governmental decision maker to dramatically reduce the time duration spent on scene, the manpower required, and the exorbitant financial costs incurred during such protracted armed barricaded gunmen / hostage situation "standoffs".

Law enforcement steps and actions related to negotiations, scene approach, rescue, evacuations, recovery, maneuvering, breaching, clearing, custody etc., can now be safely accomplished within minutes and hours as opposed to days. This efficiency is gained without compromising officer and community safety – it is actually increased due to the ballistic protection and versatility of The ROOK and its specialized attachments.

These types of terrorism and critical incidents have historically become protracted situations which greatly impact the immediate and surrounding community, require residence and business evacuations, traffic flow disruptions and school lockdowns.

These incidents place both an extensive manpower and resources drain on all emergency responder and support entities. This financial impact is also noted by the primary agency and local government though the cost of salaries, overtime and supplies expended during protracted incidents. Resolving the critical incident as safely and efficiently as possible, given any particular set of circumstances and location, and the restoration of the "normal" environment is the goal for all law enforcement and government agencies. This is also the stated wish for all community residents being impacted and displaced by the critical incident and is closely monitored and reported in the local and national media.

Reducing liability issues related to these protracted armed standoff situations, which expose the community and all first responders to the imminent threat of death or serious bodily injury, is also a key component. Resolving the incident as quickly and safely as possible reduces the ongoing risk of all persons and addresses the preservation of human life duty and mission of our agency.

The use and deployment of traditional wheeled civilian law enforcement transport armored vehicles to respond and secure the perimeter at terrorism and critical incident scenes has become commonplace in the United States. These types of vehicles also serve an important role in law enforcements measured and progressive response to a critical incident by securing the perimeter and protecting the officers within the vehicles while working to establish contact and communications with the armed / barricaded subject.

However these types of traditional wheeled tactical armored vehicles are severely limited as to their terrain mobility and functionality beyond that. They possess very limited breaching capabilities, no ability to access smaller areas, lack the capability to simultaneously breach and clear via integrated camera systems areas of concern on both ground and elevated floors. They cannot operate on soft ground or reach access to upper floors of a structure. These limitations on traditional wheeled armored transport vehicles often do not provide for any additional tactical options, steps or measures for the incident commander and do not contribute to progress the incident closer to a resolution.

Across the United States civilian law enforcement agencies equipped with traditional wheeled armored transport vehicles have continued to experience critical incidents where the nature, location, dynamics and terrain conditions of the incident have exceeded the capabilities and usefulness of their existing traditional wheeled armor transport vehicles. Without additional tactical options, the situations reach a standstill and evolve into unnecessary protracted situations due to elevated officer safety issues with approach, clearing and custody of the armed and concealed suspect(s).

There are numerous documented incidents where law enforcement agencies exhausted all other tactics and measures without resolving the critical incident or

neutralizing the armed suspect(s) who continued to engage officers and citizens with gunfire or the expressed threat and actions to continue this assaultive and life threatening behavior. It was only upon locating an available law enforcement agency equipped with The ROOK to respond to the scene and address the situation were these incidents then quickly resolved upon The ROOK's arrival and capabilities being utilized.

The ROOK and its attachments have been identified as the required piece of armored specialized law enforcement equipment to provide for these capabilities, improve officer and citizen safety, provide for increased tactical steps and progressive measures for our incident commander / government agency decision makers and to reduce costs per incident dramatically through more efficient and safer police operations.

The procurement of The ROOK to be maintained and utilized as a regional asset will directly address the goal of enhancing and sustaining the current regional tactical teams in our area. This approach and method has proven successful in other regions of the United States where the procurement of a ROOK and its specialty attachments serves the needs of multiple agencies in a particular region. Minimizing the response time for The ROOK to respond to a critical incident in our region directly supports this goal.

The unmatched capabilities and utility of The ROOK to quickly resolve a critical incident involving armed terrorists or criminal subjects has been well documented. Most often times the critical incident lasts as long as it takes for The ROOK to arrive on scene and commence ROOK operations – the incident in normally then resolved within minutes as opposed to hours and days, without the increased and continuing risk to innocent citizens and officers.

II. BACKGROUND PERSPECTIVE

Civilian law enforcement across the United States has witnessed the continuous increase in size, spectra and frequency of violent criminal activities, active shooter incidents, barricaded gunmen / hostage situations, armed assaults on law enforcement and anti-government and terrorism related activities. These same civilian law enforcement agencies at the Federal, State, County and Municipal levels, to include our own agency, the Fargo Police Department/RRV SWAT and the governmental authorities we represent, are also tasked with responding and resolving these life threatening incidents.

The most alarming characteristic of this trend nationwide is the documented increase in armed suspects and terrorists intentionally, strategically and/or randomly firing on law enforcement and citizens without any regard. Armed criminals and terrorists recognize and exploit the inherent vulnerabilities of all emergency first responders and

civilian law enforcement officers. This is especially true as it pertains to the limitations of personal protective equipment in body armor as well as the lack of ballistic protection afforced by most all civilian law enforcement vehicles.

The ROOK has been specifically designed, fabricated, and ballistically reinforced for use by civilian law enforcement for these ever increasing encounters with armed subjects. These armed subjects, who either by intention or evolution of incident circumstances frequently utilize fortification and concealment to advance and continue their violent criminal, terroristic and dangerous behavior.

The ROOK is not a military or military surplus vehicle, nor is it an "offensive" piece of equipment. The ROOK is purely a purpose built "protective" piece of specialized civilian law enforcement equipment. The ROOK utilizes its NIJ Level 4 ballistic characteristics, unmatched mobility, maneuverability, traction capabilities and use of its hydraulic powered custom attachments to enable one officer / ROOK operator to safely maneuver and work within the interior perimeter and immediate area of an armed subject. The ROOK was specifically designed, developed and evolved from a well-established Caterpillar® equipment construction lineage. The ROOK's reliability, versatility and utility are unmatched by traditional wheeled armored transport vehicle.

The ROOK rubberized track feature is a unique adaption and utilization of a proven commercial construction equipment traction technique. Rubberized track multi terrain loaders manufactured by Caterpillar® and numerous other equipment manufacturers are a standard and ubiquitous sight across the world in civilian earth moving and construction applications.

The ROOK rubberized track and drive feature eliminates traction issues regardless of surface and will not get stuck or sink when operating off paved and prepared surfaces such as yards, fields or lots – a problem issue that has plagued traditional wheeled armored transport vehicles. The minimal ground pressure exerted by the rubberized track feature enables the ROOK to operate safely over soft ground, buried septic tanks, dirt, sand, snow, wet ground, mud or gravel. It is also important to note that due to The ROOK's compact size the machine can operate in and around the immediate perimeter of urban, suburban and rural settings.

The ROOK can also operate within the ground floor hallways and rooms of commercial buildings, shopping malls, school buildings correctional facilities. Most of these facilities ground floors are constructed to easily support the weight of The ROOK and have existing commercial doorway entry points that The ROOK can utilize or expand

on its own in time of emergency to gain access and immediately enter the ground floor of the facility

The ROOK increases officer safety and provides an unequalled versatility and utility function to the incident commander and law enforcement officers on scene. The ROOK has proven its value and ability to safely and efficiently assist in the resolution of armed critical incidents across the United States and is currently an integral part of numerous State, County and Municipal law enforcement agencies.

The ROOK has also proven invaluable during calls for service involving law enforcement to assist and support emergency medical services (EMS) units with resolving situations involving armed mentally disturbed individuals continue to increase. Citizen's suffering from severe mental health episode often demonstrate completely irrational and extremely violent behavior toward themselves, family members, neighborhoods, schools, the government and the first responders themselves.

The threatened or use of firearms during these suicidal subject episodes which frequently develop into armed subject barricading in a residence, business or vehicle then requires a police response to stabilize the scene and work to resolve. Often the citizen suffering from the mental health crisis then also turns their armed violent intentions and actions toward the law enforcement officers who are there to help them.

While the legal criminal intent to seriously injure or kill the responding law enforcement officers is often not present at the time in the mind of the person undergoing a mental health crisis, the factual reality is clear that their armed and violent actions toward law enforcement still pose the immediate threat of death or serious bodily injury to the officers. The officers must be afforded the protection required of the threat they are facing.

The ROOK equipment line has been in service with other civilian law enforcement agencies across the country for many years. Law Enforcement agencies who utilize The ROOK equipment as part of their police operations during such armed gunmen critical incidents and high risk warrant services have reported and documented continual and numerous successful incident resolutions that would not have been remotely possible without the use of The ROOK.

The standard and extremely dangerous tactic by law enforcement to expose officers to manually breach or break through an existing glass window, door or existing potential entry / egress point that is already part of the structures design but is closed, locked or fortified is an expected measure to be employed by law enforcement during a

barricaded gunmen situation. Exposing a tactical entry to begin clearing and searching for the armed and hidden subject is of the highest danger and risk to officers.

Eventually on every incident where the subject does not peacefully surrender or exit the structure a tactical entry by law enforcement must be made. This is by far one of the most dangerous actions law enforcement officers must undertake and not a tactic that is entered into without great concern by all involved.

The ROOK and its hydraulic ram and integrated camera system enables one ROOK operator to approach, breach and "remotely" clear the structure via ram camera system, penetrating deeper into the structure ground floor, basement, second floor, attic, garage, out building etc.... as necessary, moving and removing debris or obstacles all from the ballistic safety of The ROOK cab. This is all accomplished by only 1 (one) officer. This enables other officers on scene to accomplish other important tasks related to this incident and maximizes the incident commander's use of other available manpower resources.

This type of tactical clearing, searching and reducing the threat area can be done within minutes to locate and expose the armed subject. This capability of The ROOK also does not expose a multitude of officers on an entry team having to navigate within a structure known to the armed suspect and not familiar to the officers.

The ROOK can also be utilized to breach or create an opening in a structure, to gain a tactical advantage for officers, or expose an area of fortification or concealment being utilized by the armed suspect / subject, where an opening or exterior port does not already exist.

This capability is also critically valuable when incident intelligence indicates the potential for suspected Improvised Explosive Devices (IED's) may have been placed at existing or anticipated entry points, doors and windows. It is also invaluable when the armed subject has taken refuge and possesses a tactical advantage by concealing themselves in an area with only one entry point which would require officers to approach and enter from thus exposing them to mortal danger.

The RRV SWAT Team has thoroughly discussed and concurs that the utilization of the ROOK and attachments to intentionally alter the physical structure and stability of a location would not to be undertaken lightly. This planned course of tactical action and intervention would only be exercised during high risk tactical operations where armed subjects / suspects and terrorists have demonstrated their intentions and immediate

capability to expose members of law enforcement to the risk of death or serious bodily injury through firearms, explosives or other life threatening measures.

All other means of peacefully and safely resolving the critical incident shall be attempted and documented by the RRV SWAT Team prior to the utilization of the ROOK for structurally invasive operations.

The unmatched power and capabilities of The ROOK hydraulic breaching ram reduces the need for traditional explosive breaching applications or exposing officers to approach and manually breach a fortified structure during a high risk warrant service.

The ROOK ram and /or grapple claw can breach and create openings of varying sizes and easily defeat most any and all residential construction, commercial or correctional facilities as well as most any vehicle, truck or trailer being utilized to fortify and conceal an armed suspect.

Utilizations of The ROOK and its Armored Deployment Platform (ADP) have also been well documented during incidents where officers have been inserted and recovered from second floor entry points under heavy gunfire.

The ADP is used regularly as well as to conduct first and second floor pole cam team operations.

The ADP is regularly used to conduct safe evacuations of neighbors, citizens and officers "pinned down" or otherwise trapped in the inner perimeter as the incident unfolded.

The insertion and recovery of both SWAT and Bomb Squad robots via the ADP to conduct robotic searches of the interior of facilities when access and approach is otherwise blocked or impeded.

The ROOK and ADP has been utilized during documented incidents where suspected terrorists and active shooters have fled in vehicles from scenes and involved in gun battles with pursuing officers until the vehicle was stopped. The ROOK and ADP were the only safe way to approach and remotely clear the vehicle of other suspected armed terrorists due to the presence of improvised explosive devices being used prior and suspected within the vehicle.

The ADP is also utilized as a self-contained perimeter position due to its configuration and ability to be transported and dropped in an open area to provide officers with a fortified perimeter position where none existed due to the openness of terrain or incident location.

The ROOK Extraction Forks and Grapple Claw attachments have been utilized on real world incidents for lifting removing vehicles, regardless of orientation or placement, removal other debris as needed to create working space or gain access to the structure. Traditional wheeled armored transport vehicles cannot perform these tasks which render those vehicles limited to access or gaining the needed proximity approach or tactical perimeter position advantage.

These documented accounts of successful, safe and efficient critical incident resolution through the safety and versatility provided by The ROOK are available through Ring Power Corporation as well as through the agencies themselves upon request.

It is only through the constant evaluation of and procurement of specialized law enforcement equipment designed and proven to meet these ever evolving threats that the RRV SWAT Team can keep pace with the current threat trends and sustain the capabilities of the regional teams in our area.

Dramatically increasing officer safety and gaining the immediate tactical advantage for law enforcement and first responders to any armed and violent situation should always be a top priority.

The ROOK has been identified as a key component to accomplishing this goal.

III. The ROOK STANDARD PACKAGE – DESCRIPTION OF EQUIPMENT

The ROOK, is an NIJ Level IV Armored Caterpillar Multi-Terrain Loader. This piece of armored equipment specifically adapted and modified for utilization during tactical operations when combating armed subjects or other critical incidents where the need to enhance officer safety is required due to environment, location or fortifications.

The ROOK is designed around a Caterpillar 297C model with unique wide rubber track design and undercarriage to enable working on sensitive surfaces and in soft underfoot conditions, a cab with A/C as well as a high flow, two-speed, self-level, dual level suspension undercarriage, advanced machine information and control system.

The ROOK is equipped with an electro/hydraulic implement control, RH; electro/hydraulic hydrostatic transmission control LH; hand and foot throttle, 12 volt electrical system, 90 ampere alternator, gauges, operator warning system indicators, a cloth seat with an ergonomically contoured armrest and a control interlock system.

The machine carries a Cat C3.8 Turbo Diesel Engine, meeting U.S. EPA Tier 4 Interim Emission Standards, 95 Gross HP Engine, SOS Sampling valves, Engine Oil and

Hydraulic Oil, Tilt up Radiator/Hydraulic Oil Cooler, Lockable Engine Enclosure, 4 Machine Tie Down Points.

The ROOK is specially equipped with NIJ Level IV Armor Cab Reinforcement ballistic resistant glass and is SCBA compatible for Hazardous Material and WMD response.

The equipment is specially designed and integrated to function with a variety of purpose built attachments to include:

A. Hydraulic Breaching Ram Device: with 6500psi is fitted with four low-light video cameras attached to its face that allows for a 360 Degrees field of view and one infrared camera for frontal view along with a Non-Lethal Chemical Agent Delivery System.

The hydraulic breaching ram attachment was custom designed delivering 6,500 psi of pressure and much more power than a traditional hand-carried ram.

This standard attachment included with The Rook can extend out from 6 to 10 feet and give a controlled breach of the structure including block walls, reinforced steel doors, wood and concrete, and windows protected by burglar bars.

The ram is equipped with four low-light video and one infrared forward view cameras recessed into the end - one on each side and one in front-giving the operator a 360° view of the breaching area.

The video images are transmitted to the viewing screen inside the cab with the operator. The operator can select each camera view individually full screen or divide screen into 5 views to see all ram cameras, as well as rear machine infrared camera view at the same time.

The ROOK camera system can also be equipped to transmit the video images via wireless feed to the incident command post and perimeter team members (wrist mounted receiver / smart phone / computer monitor)

B. A **Grapple Claw** attachment that has over 4,000 pounds of lift capacity for debris removal and site preparation

The Grapple Claw and bucket is very intrusive and can be utilized to gain access to attics where suspects might be trying to hide or seek protection from ground level exposure.

With 4,500 lbs. of lifting capacity, use of the grapple claws in removing fortified doors, burglar bars, or exterior shrubbery can simplify access for armed officers.

The grapple claw also aides in disaster relief efforts with the ability to remove debris from streets for emergency responders' access.

C. Vehicle Extraction Forks attachment used for vehicle removal and recovery.

The vehicle extraction tool (VET) attachment was fabricated for powerful use in the immobilization or removal of a vehicle in Tactical applications.

The tool can be used to push or pull a parked vehicle, pick up the car completely and move to a safe location, or positioned to lift rear wheels of an occupied vehicle to render it immobile.

Sliding the extraction tool under the side of a vehicle enables lifting to carry the vehicle away.

D. NIJ Level IV Armored Personnel Platform which can be raised (with or without personnel) to heights that allows for second story entries/rescue operations or fortified positions. The platform also has video monitoring, self-contained lighting and shooting ports.

The custom built NIJ Level IV platform includes sloping partial roof cover, and floor-to-roof front shield consisting of sliding center door and batwing doors on the outer edges, plus independent power for two Go Lights.

The ADP provides room for up to four fully-dressed officers and is equipped with four locking gun ports, four bullet proof glass sight ports, and two infrared video cameras attached to the front of the platform with video feed to the equipment operator and one rear infrared video camera on the Rook.

When the Armored Deployment Platform is mounted on the vehicle, the operator can raise it to 11 feet so that entry can be made on both the first and second floors, and the roof.

In a vehicle takedown, the platform can also be slanted downward so shots can be fired into a car without endangering pedestrians or other passersby.

The ADP will allow a bomb squad to be delivered closer to the proximity of a bomb eliminating long walking distances in very heavy protective gear.

With the attached rear platform lowered, three additional officers can be carried to the scene more safely than stacking behind a hand-carried ballistic shield. Additional uses include explosive breaching, strategic team placement, hostage rescue and delivering hostage negotiation phones, food, and medicines.

The ROOK and attachments are all contained and transported aboard a 12 ton Trailer with goose neck, 25' flat deck 5' dove tail, and electric brakes

Additional Optional Equipment is available and can be installed / integrated into the ROOK operating systems depending on our agencies needs.

These options include:

- Wireless Remote Control System – 1000 Feet, Line of Site Control
- FLIR Thermal Imaging Camera System – Camera and Integrated Monitor
- Operator Cab Over Pressure System
- Light Bar Package – 24" LED system
- ROOK Emergency Repair Support Kit
- Tactical Hand Held Breaching Tools for use aboard Armored Deployment Platform

Ballistic Personal Protective Gear

Requested Grant Funding - $174,000

OBJECTIVE

The Fargo Police Department/RRV SWAT Team is requesting the purchase of Ballistic Personal Protective Gear for 32 RRV SWAT Team members. The manufacturer's warranty on our current ballistic protection expired in January of 2018. Due to the NIJ requirements for replacing ballistic protection, the RRV SWAT Team will need significant funding to adequately sustain our existing regional team capabilities for terrorism preparedness.

Purchasing new Ballistic Personal Protective Gear will improve ballistic protection for our personnel. New gear will provide improved blunt trauma protection and reduced back face deformation values. Improved Ballistic Gear will also improve protection coverage, flexibility, and functionality while also reducing size and weight.

Improved Ballistic Personal Protective Gear is critical to sustaining our existing regional team capabilities. Ballistic Protection is utilized while the RRV SWAT Team; identifies, discovers, and locates terroristic threats and hazards. This critical ballistic personal protective gear will be deployable as soon as it is acquired.

JUSTIFICATION

The requested Ballistic Personal Protective Gear will sustain our regional team's core capabilities for terrorism preparedness, identified through the THIRA process. Adequate ballistic protection is crucial for RRV SWAT Team members as they respond to regional critical incidents. NIJ Level III protection is needed in order to maintain personal safety as we provide life-sustaining/saving services to the affected population, conduct stabilization and rescue efforts, and ensure a safe and secure environment. Updated ballistic protective gear will enhance our ability to prepare and quickly respond to terroristic threats and critical incidents that continue to evolve and threaten our regional community and citizens. Ballistic protection will allow the RRV SWAT Team to respond to and investigate a threatened act of terrorism in a more safe and quick manner, which could result in the prevention of the attack.

The requested NIJ Level III Ballistic Protective Gear will consist of a five piece load bearing vest consisting of soft armor panels as well as hard ballistic plates. Protective Gear will also include Ballistic Bicep/Deltoid protection, lower abdomen and groin protection, throat and collar protection, and various pouches for essential gear and communication capabilities.

Please see attached Quote and Brochure

TYR TACTICAL®

9330 N 91st Ave, Peoria, Arizona 85345 | Office: 623-240-1400 | Fax: 623-240-1428 | info@tyrtactical.com

WWW.TYRTACTICAL.COM

Account Executive

Charles Bridges 623-404-8865 charles@tyrtactical.com

Quote #: TYR-2019-000119CB-Red River Valley Swat, ND

QUOTE DATE:	Wednesday, May 1, 2019
EXPIRATION DATE:	Friday, May 31, 2019
30	
# OF DAYS QUOTE IS VALID	**PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.**

Customer: **RRV Swat - Mike Sanden**

Email: MSanden@FargoND.gov

Tel **701-526-8081**

Fax

Item Number:	Description:	UOM	Color	Size	Qty.	$Quoted Price	$Extended Total	COO: (Country of Origin):	Berry Statement: (100% Berry Compliant)	TAA: (TAA Compliant)
TYR-M-EPIC6-TPX3A-size-MC	EPIC™ Male Enhanced PICO Integrated Carrier,Cutaway V6, TXP3A, Size, Multi Cam	EA	MC	TBD	32	$ 1,495.95	$ 47,870.40			
TYR-MST115-TXP3A-MC	Ballistic Accessory - Bicep/Deltoid Upper Arm Protection, TXP3A, Muti Cam	SET	MC	N/A	32	$ 429.95	$ 13,758.40			
TYR-M-ECLRYK1.5-CW-TXP-size-MC	EPIC™ MV Male Ballistic Collar/Yoke, 1.5" Cutaway, TXP3A, Size, Multi Cam	EA	MC	N/A	32	$ 369.95	$ 11,838.40			
TYR-LW107-THOR-1.5-TXP3A-size-MC	Ballistic Accessory - Thor Shoulders, 1.5" Strap, T52/SP, Size, Multicam	SET	MC	TBD	32	$ 189.95	$ 6,078.40			
TYR-LW109MV-TXP3A-MC	Ballistic Accessory - Lower Abdomen Platform, TXP3A, Multi Cam	EA	MC	N/A	32	$ 189.95	$ 6,078.40			
TYR-LW110MV-TXP3A-MC	Ballistic Accessory - MV Groin, TXP3A, Multi Cam	EA	MC	N/A	32	$ 215.95	$ 6,910.40			
TYR-DLP-TXP3A-MC	Ballistic Accessory - Ergonomic Drop Leg Panel, TXP3A, Multi Cam	SET	MC	N/A	32	$ 569.95	$ 18,238.40			
TYR-HA20-66	Ballistic Plate - Hard Armor Level 3+ I/C, 6"x6" Side, EACH	EA	BLK	TBD	64	$ 199.95	$ 12,796.80			
TYR-HA3/7-size-BLK	Ballistic Plate - Hard Armor Level 3+ I/C, Black	EA	BLK	TBD	64	$ 495.95	$ 31,740.80			
TYR-M-ETHR-CW-TXP3A-size-MC	EPIC™ Ballistic Throat - Cutaway, TXP3A, Size, Multi Cam	EA	MC	TBD	32	$ 129.95	$ 4,158.40			
TYR-CLPA003-H-MC	Combat Adjustable MAG Pouch - Happy (M4/762), Multicam	EA	MC	N/A	96	$ 49.95	$ 4,795.20			
TYR-CLPA004-H-MC	Pistol Mag Pouch - Patented Combat Adjustable Happy Mag®, Multi Cam	EA	MC	N/A	64	$ 39.95	$ 2,556.80			
TYR-GP095-MC	General Purpose Pouch - Medium 9" x 5", Multi Cam	EA	MC	9x5	64	$ 36.95	$ 2,364.80			
TYR-MD750-MC	Medical Pouch - Micro Cutaway SOF IFAK, Multi Cam	EA	MC	N/A	32	$ 42.95	$ 1,374.40			
TYR-OD402-MC	Ordnance/ Breaching Pouch - Double 40mm Grenade, Multi Cam	EA	MC	N/A	32	$ 24.95	$ 798.40			
TYR-OD730-MC	Ordnance/ Breaching Pouch - Horizontal Gas Mask, Multi Cam	EA	MC	N/A	32	$ 34.95	$ 1,118.40			
TYR-CM025-MC	Communications Pouch - Motorola® XTS Radio, Multi Cam	EA	MC	N/A	32	$ 19.95	$ 638.40			
						$ -	$ -			
						$ -	$ -			
SHIPPING ADDRESS:	222 4th St North, Fargo, ND 58102					$ -	$ -			

WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.

NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE

TAX ID: 27-2463209 | REPS & CERTS ON SAM | SMALL BUSINESS | CAGE CODE: 67W12 | ISO 2009:2015 CERTIFIED

DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONISBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS.

Additional Notes:

Lead Time:	*120+ Business Days*
Shipping Method:	*Freight*
Payment Terms	*NET30*
Subtotal:	$ *173,115.20*
Est. Shipping:	$ *870.35*
Total:	$ 173,985.55

The information contained in this quotation is confidential and/or privileged, and is intended solely for the use of the recipients listed above. Further, it may be protected by certain agreements, legal privilege, legal precedent or law. It must not be read by or disclosed to any person other than the intended recipient without the express written permission of the sender. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying the transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and delete and destroy all copies and attachments. TYR Tactical, LLC.

ENHANCED PICO INTEGRATED CARRIER - EPIC™

TYR TACTICAL®

ENHANCED PICO INTEG

RAIDED CARRIER · EPIC

The **TYR Tactical® Male Enhanced PICO Integrated Carrier – EPIC™ (TYR-M-EPIC)** is a lightweight, 4-wire cutaway system. The Male and Female EPIC™ Plate Carriers incorporate a four-point cutaway system which allows for single-handed release. Carrier may be quickly released by utilizing the pull tab located in the front center. Cutaway buckles are located on both shoulders and on the EPIC™ Base Cummerbund. The 4-Wire Cutaway System allows for easy, quick release and reassembly. It's engineered utilizing our revolutionary patented PV® material which offers significant weight reduction with increased resistance to abrasion. Patented PV® has been tested to have 7-10 times higher abrasion resistance than standard mil spec nylon. Patented PV® also enhances the ballistic attributes of armor within the vest. Antimicrobial/FR treated padded spacer mesh is used internally for comfort.

FEATURES:

- PALS webbing for MOLLE attachment
- Hydration/Communication Tabs for routing
- Single-Handed 4-Wire Cutaway
- EPIC™ Low Profile Shoulders
- The Patented Ballistic Vein® increases load carriage performance, provides a rigid platform, reduces fatigue, stabilizes and enhances soft armor inserts. US Patent No. 9,435,614 Australia Patent No. 2014233550 Patent Pending in Canada and Europe
- Reinforced Drag Handle
- Removable Assaulters Zip-On Back Panel
- Lace Adjustable Cummerbund
- Repair Buckle Kit
- Wt. 7.55 lbs Medium Carrier with T52/SP Soft Armor

The EPIC™ is available in three different styles depending on the profile (thickness) of your plate:

EPIC 1 accommodates standard SAPI/ESAPI plates (.75" thick)

EPIC 2 will hold Cercom & Ceradyne® plate styles (.5" thick)

EPIC 6 will hold TYR-HA3/7 plate styles (.5" thick)

TYR Tactical® EPIC™ Non-Cutaway Enhanced PICO Integrated Carrier – Male **(TYR-M-EPIC-NC)**

The **TYR Tactical® Ballistic Lower Abdomen Platform (TYR-LW109MV)** attaches to the front plate pocket via hook and loop adapter platform. It also provides additional load carriage locations for tourniquets, breaching rounds, flashbangs and firing systems.

FEATURES:
- Engineered utilizing our revolutionary Patented PV® material

Magnetic GP Pouch Closure

Front Zippered Compartment

The **TYR Tactical® Ballistic Lower Abdomen Platform -GP Pouch (TYR-LW109-GP1)** attaches to the front plate pocket via hook and loop adapter platform. It also provides a GP Pouch storage location for tourniquets, breaching rounds, flashbangs and firing systems.

FEATURES:
- Engineered utilizing our revolutionary Patented PV® material

The **TYR Tactical® Ballistic MV Groin (TYR-LW110MV)** attaches to the front plate pocket via hook and loop adapter platform or mounted to the back of the MV Lower Abdomen Platform. It also provides additional load carriage locations for tourniquets, breaching rounds, flashbangs and firing systems.

FEATURES:
- Engineered utilizing our revolutionary Patented PV® material

The **TYR Tactical® Ballistic Bicep/Deltoid Upper Arm Protection (TYR-MST115)** attaches via hook and loop closure to the THOR Shoulders or EPIC™ Ballistic Collar/Yoke (Sold Separately).

FEATURES:
- Set of Two
- The Patented Ballistic Vein® increases load carriage performance, provides a rigid platform, reduces fatigue, stabilizes and enhances soft armor inserts.

The **TYR Tactical® THOR/Trapezious Shoulders (TYR-LW107-THOR)** attaches via hook and loop closure to the THOR Shoulders or EPIC™ Ballistic Collar/Yoke (Sold Separately).

FEATURES:
- Set of Two
- The Patented Ballistic Vein® increases load carriage performance, provides a rigid platform, reduces fatigue, stabilizes and enhances soft armor inserts.

The **TYR Tactical® EPIC™ Ballistic Collar/Yoke (TYR-M-ECLRYK or TYR-F-ECLRYK)** attaches to the back of the Male and Female Enhanced PICO Integrated Carrier – EPIC™ via hook and loop straps. The shoulder straps on the carrier are then fed through the channels on the Ballistic Collar/Yoke without impairing adjustability of all components or the cutaway function.

FEATURES:

- Antimicrobial/FR treated padded spacer mesh is used internally for comfort
- The EPIC™ Ballistic Collar/Yoke comes in two different styles depending on the shoulder straps width
- Engineered utilizing our revolutionary Patented PV® material
- Male Sizes: SM/MD, LG/XL & 2XL
- Female Sizes: XS/MD, LG/XL

The **TYR Tactical® EPIC™ Ballistic Throat (TYR-M-THR or TYR-F-THR)** attaches to the back of the Male and Female Enhanced PICO Integrated Carrier – EPIC™ via MOLLE tabs. It is stabilized via hook and loop without impairing adjustability of all components or the cutaway function.

FEATURES:

- Antimicrobial/FR treated padded spacer mesh is used internally for comfort
- Engineered utilizing our revolutionary Patented PV® material
- Male Sizes: XS/SM, MD/LG & XL/2XL
- Female Sizes: XS/MD, LG/XL

The **TYR Tactical® EPIC™ Female Ballistic Side Plate Adapter with Integrated Soft Ballistic Ridge® (TYR-F-E112AS)** attaches externally to the EPIC™ Base Cummerbund via PALS/MOLLE webbing

FEATURES:

- Includes the Patent Pending Integrated Soft Ballistic Ridge® provides .5" of additional ballistic coverage beyond the side plates. It wraps around the side plate protecting the user from side spall created by plate augmentation.
- Constructed out of water-resistant, four-way stretch material which wicks away moisture and decreases heat accumulation
- Sizes: 6"x6" / 6"x8"

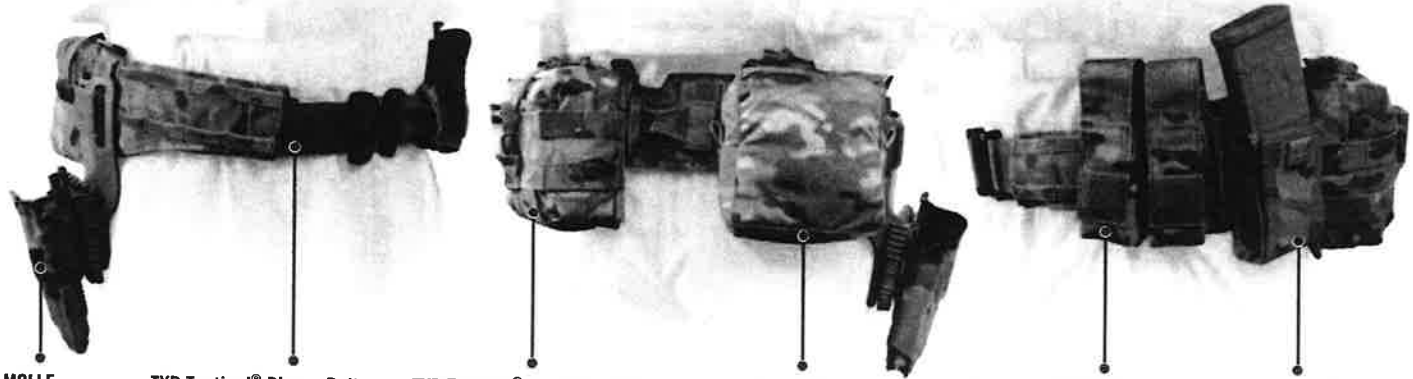
The **TYR Tactical® EPIC™ Male Ballistic Side Plate Adapter with Integrated Soft Ballistic Ridge® (TYR-M-E112AS)** attaches internally to the EPIC™ Base Cummerbund via PALS/MOLLE webbing.

FEATURES:

- Includes the Patent Pending Integrated Soft Ballistic Ridge® provides .5" of additional ballistic coverage beyond the side plates. It wraps around the side plate protecting the user from side spall created by plate augmentation.
- Constructed out of water-resistant, four-way stretch material which wicks away moisture and decreases heat accumulation
- Sizes: 6"x6" / 6"x8" / 7"x8"

TYR Tactical® Gunfighter™ Modular Assaulters Belt - MAB **(TYR-GF-MAB/S-001)** is next evolution in our Tactical Belt line. The MAB is the perfect blend of load carriage and scalability in an ultra slim, low profile design.

OPTIONAL SET-UP



MOLLE Webbing for Holster Attachment

TYR Tactical® Rigger Belt, Dual Point - 2" Cobra® Buckle TYR-RBB017

FEATURES:
- Dim: 2" W
- 2" Cobra® Buckle
- Two Hard Sewn Points for either rappelling, safety lanyard, etc.

TYR Tactical® Small Cutaway IFAK Pouch - Vertical TYR-MD008

FEATURES:
- Carries a range of medical items for self aid
- Outer Front Pocket with Velcro® Closure
- Platform features PALS Webbing for MOLLE Attachment
- 500d Cordura®
- Pull Handle
- Pouch Platform attaches upright with MOLLE

TYR Tactical® General Purpose Pouch - Small 5"x 5" TYR-GP055-SM

FEATURES:
- Engineered utilizing our revolutionary TYR Tactical® Patented PV® material
- Wt: 3.12 oz.
- Dim: 5" H x 5" W x 2.5" D

TYR Tactical® Pistol Mag Pouch - Double 9mm TYR-MP902

FEATURES:
- Holds two 9mm Magazine
- Engineered utilizing our revolutionary TYR Tactical® Patented PV® material
- Wt: 2.75 oz
- Dim: 5.5" H x 3.25" W x 1.25"D

TYR Tactical® Single 5.56 Open Top Happy Mag® Pouch TYR-MR103

FEATURES:
- Integrated Happy Mag® clip and contact-grip material secure the mag when retention strap is not being used
- Engineered utilizing our revolutionary TYR Tactical® Patented PV® material
- Wt: 2.98 oz.
- Dim: 4" H x 2.75" W x 1.25"D

TYR TACTICAL® HEADQUARTERS
9330 N 91ST AVE., PEORIA, ARIZONA 85345
PHONE: 623-240-1400
EMAIL: INFO@TYRTACTICAL.COM
WWW.TYRTACTICAL.COM

PROUDLY 100% AMERICAN MADE

The **TYR Tactical® Female Enhanced PICO Integrated Carrier – EPIC™ (TYR-F-EPIC)** is a lightweight, 4-wire cutaway system. The Female EPIC™ also incorporates our patent pending female shape. Two lateral darts contour around the females natural shape while still providing a full range of motion, support and eliminates excess compression on the breast tissue . The Male and Female EPIC™ Plate Carriers incorporate a four -point cutaway system which allows for single-handed release. Carrier may be quickly released by utilizing the pull tab located in the front center. Cutaway buckles are located on both shoulders and on the EPIC™ Base Cummerbund. The 4-Wire Cutaway System allows for easy, quick release and reassembly. It's engineered utilizing our revolutionary patented PV® material which offers significant weight reduction with increased resistance to abrasion. Patented PV® has been tested to have 7 -10 times higher abrasion resistance than standard mil spec nylon. Patented PV® also enhances the ballistic attributes of armor within the vest. Antimicrobial/FR treated padded spacer mesh is used internally for comfort.

FEATURES:

- Patent Pending Female Shape
- PALS webbing for MOLLE attachment
- Hydration/Communication Tabs for routing
- Single -Handed 4 -Wire Cutaway
- EPIC™ Low Profile Shoulders
- The Patented Ballistic Vein®
- Reinforced Drag Handle
- Removable Assaulters Zip-On Back Panel
- Lace Adjustable Cummerbund
- Repair Buckle Kit
- Wt. 6.55 lbs Medium Carrier with T52/SP Soft Armor

The EPIC™ is available in three different styles depending on the profile (thickness) of your plate:

EPIC 1 accommodates standard SAPI/ESAPI plates (.75" thick)

EPIC 2 will hold Cercom & Ceradyne® plate styles (.5" thick)

EPIC 6 will hold TYR-HA3/7 plate styles (.5" thick)

TYR Tactical® EPIC™ Non-Cutaway Enhanced PICO Integrated Carrier - Female **(TYR-F-EPIC-NC)**

Patent Pending Female Shape

Four Pulsar Helion XP50 Thermal Monocular

Requested Grant Funding - $16,000

OBJECTIVE

The Fargo Police Department/RRV SWAT Team is requesting the purchase of 4 Pulsar Helion XP50 Thermal Monocular units. This handheld unit allows the user to scan areas for heat signatures in dark or hazard filled areas. The Helion will allow personnel to view adult-size heat signatures up to 2,000 yards away. The current thermal units that are available to the RRV SWAT Team are ineffective in their application and use. Technological updates have allowed new units to greatly outperform units in our current inventory. Pulsar boasts Wi-Fi abilities, rechargeable batteries, durability, and use in extreme conditions including blizzard conditions. They will also increase search abilities in smoke, steam, darkness, or debris during a natural or man-made disaster.

JUSTIFICATION

New Thermal Monocular units will sustain our existing regional team's core capabilities. This equipment will enhance our ability to conduct search and rescue operations in hazardous environments like inclement weather, smoke, dust, darkness, and at extended distances. Terrorist attacks can involve gunfire, explosions, and chemical threats, and they can take place during times of inclement weather or during night time hours. Thermal imaging units allow personnel to search for and locate civilians in need during a terrorist or natural disaster event. Thermal imaging will also greatly enhance our ability for surveillance of potential suspects in an effort to identify, locate and discover potential threats or hazards. These improved units will help fill an identified gap in our terrorism preparedness, identified through the THIRA process.

Please See Attached Preliminary Quote and Brochure

PULSAR

THERMAL TECHNOLOGY

HELION XP50 THERMAL MONOCULAR

TECHNICAL SPECIFICATIONS

Microbolometer resolution	640x480
Frame rate (Hz)	50
Pixel pitch (µm)	17
Display resolution (pixels)	640x480
Display type	AMOLED
Magnification (x)	2.5-20
Digital zoom	2x/4x/8x
Objective lens diameter (mm)	42
Eye relief (mm)	16
Field of view (ft@100yd)	65.4
Range of dectection (yds)	2000
Battery type	B-Pack (18650 Li-ion)
Battery life (hrs)	8
Dimensions (in)	9.2 x 2.2 x 2.3
Weight (oz.)	17.6

INCLUDED ACCESSORIES

- Battery pack charging unit
- USB cable
- 220-USB pluf
- Hand strap
- Cleaning cloth
- User manual
- Carring case

FEATURES

- 640x480 resolution, 17um pixel pitch core
- 2000yd detection range
- 8x digital zoom - continuous zoom and 2x, 4x, 8x stepped zoom
- Picture in picture digital zoom
- Built-in Recording
- Stream Vision app connects scope to smart device
- External power supply adaptable
- Multiple color viewing modes
- High resolution AMOLED display
- Stadiametric rangefinder
- Rock, forest, and identification viewing modes
- IRIS technology, increased recognition and detection software
- Manual, automatic, and semi automatic calibration modes
- Defective pixel repair feature

PL77405

Michael Sanden

From: Richard Collier <richcollier222@gmail.com>
Sent: Tuesday, June 05, 2018 4:56 PM
To: Michael Sanden
Subject: Thermal opticcs

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

The Pulsar Helion XP50 640x488 core has a LE Price of $3480.00 an additional battery LE price $88.00 will give you a total combined 30hours of usage. Shipping should be roughly $20.00 but I would need to set up account and send official quote to get the exact amount.

$3480.00 unit
$88.00 battery
$20.00 shipping
———-
$3588.00
Sent from my iPhone

CITY OF Fargo

PUBLIC WORKS
OPERATIONS

(12)

Fleet Management, Forestry,
Streets & Sewers,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

April 30, 2019

The Honorable Board of City Commissioners
City of Fargo
225 N 4th St
Fargo, North Dakota 58102

RE: Contract for Concrete Utility Cut Repairs RFP #19018

Commissioners:

On February 19, 2019, proposals were received for Concrete Utility Cut Repairs, and results were presented to the City Commission at the March 11, 2019 Commission meeting. At that time, the project was awarded to Q3 Contracting Inc.

Per the RFP specifications, we have agreed on an initial 3-year contract. I have attached the contract for your review and approval. Nancy Morris, Assistant City Attorney, has also reviewed and approved the contract as written.

RECOMMENDATION: This office recommends the approval of a 3-year contract with Q3 Contracting Inc. for the concrete repairs of utility cuts. (RFP19018)

Sincerely,

Matthew Andvik
Public Works

SERVICES AGREEMENT
CONCRETE UTILITY CUTS RESTORATION

I. Agreement

This Agreement is between the City of Fargo, a North Dakota municipal corporation ("City") and Q3 Contracting, Inc., a Minnesota corporation ("Contractor") to provide repairs to concrete utility cuts, in the street, driveways and sidewalk. This Agreement shall commence upon signing by both parties and expire on June 30, 2022.

The contract documents that comprise the entire agreement between City and Contractor include this Agreement, Task Orders, Insurance Certificates, the Request for Proposals, the Contractor Proposal, change orders, and other amendments as agreed to by the parties. All contract documents described are a part of this Agreement though they may not be attached to this Agreement or repeated herein.

II. Scope of Services

Contractor will perform restoration of concrete utility cuts for the Public Works Department. This involves work on sidewalk, streets and driveways.

Location of Cuts

Contractor will be assigned a list of addresses and sizes of the utility cuts. Contractor shall complete all locates and secure a One-Call Ticket in advance of any excavation activity. Contractor agrees to notify City inspectors as part of the restoration process, and shall secure such excavation permit as necessary in accordance with Fargo Municipal Code §18-0903.

Marking

Prior to work, Public Works personnel will paint out the area of the utility cut to be removed and replaced. Contractor shall not work beyond the designated area without express permission from Public Works personnel.

Timeframe

Contractor will be required to complete all utility cuts from the previous winter as specified by Public Works by June 30. The list will be given to Contractor no later than May 1st of the current year. Work can begin in the spring once the road restrictions have been removed.

Safety

All utility restoration services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating. Contractor shall be responsible for barricading the excavation in conformance with the Manual on Uniform Traffic Control

Devices, and take such other precautions as are required by Fargo Municipal Code §18-0907.

Property Damage

Contractor will be solely and wholly responsible for any damage to property caused by Contractor's excavation activities. Contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this Agreement. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of utility restoration services. Public Works shall endeavor to notify Contractor of any damages within a reasonable time of notice or detection.

III. Responsibility of the City

City shall oversee the execution of this Agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services rendered per Square foot or linear foot as shown in the attached Exhibit A. All final invoices shall be submitted no later than November 1 of the contract year.

V. Termination of the Agreement

This Agreement may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This Agreement will not be assigned or transferred by Contractor to another party without the prior written consent of City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this Agreement. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of Contractor during the term of this Agreement. Contractor shall secure and maintain the insurance coverages as stated in the Request for Proposal, made a part of this agreement, naming the City as an additional insured. A copy of the Certificate of Insurance shall be provided to City in advance of any excavation activities pursuant to this Agreement.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this Agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the Agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this Agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Force Majeure

Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

XIII. Severability.

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

XIV. **Governing Law**

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

XV. **Dispute Resolution**

Contractor and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

IN WITNESS WHEREOF, the undersigned enter into this Agreement.

Date: 4-29-19

Q3 Contracting, Inc., a Minnesota Corporation

By: Jon Moulton

Its: VP

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

EXHIBIT A

Item 1 (ADA Truncated Domes)		
Q3 Contracting Inc.	$	**67.00 SF**
Item 2 (Concrete Pavement Repair)		
Q3 Contracting Inc.	$	**12.30 SF**
Item 3 (Concrete Sawing)		
Q3 Contracting Inc.	$	**7.50 LF**
Item 4 (Curb and Gutter Repair)		
Q3 Contracting Inc.	$	**40.55 LF**
Item 5 (Concrete Sidewalk Replacement)		
Q3 Contracting Inc.	$	**8.90 SF**
Item 6 (Concrete Driveway Repair)		
Q3 Contracting Inc.	$	**11.05 SF**

THE CITY OF Fargo FAR MORE

(13)

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

May 1st, 2019

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Lease contract approval for (1) Rear Load Refuse Truck (RFP18149)

Commissioners:

On July 30th, 2018, the Commission granted a request to purchase one (1) Rear Load Refuse Truck. An optional 5-year lease quote was requested as an additional finance tool. Both Kinetic Leasing and CapFirst Equipment Finance provided a financing quote.

The review committee, consisting of Terry Ludlum and Tanner Smedshammer, is recommending an award to Kinetic Leasing for $36,520.00 per year for 5 years. A copy of lease contract #CIT6261-137 is attached for review and consideration. The complete contract is available at the commission office for viewing and signatures. Funding for this project is included in the 2019 Solid Waste Operational Budget.

SUGGESTED MOTION:

Approve (RFP18149) a 5-year municipal lease to Kinetic Leasing for the amount of $36,520.00 per year.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

kinetic LEASING

www.kineticlease.com

PHONE 701.476.0221
800.558.7337
FAX 701.476.0277

2575 43rd Street South
Suite 1 PO Box 9785
Fargo, ND 58106-9785

April 24, 2019

City of Fargo
Attn: Tanner Smedshammer
200 3rd Street North
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. CIT6261-137

Dear Mr. Smedshammer:

Enclosed please find the following documentation for the lease of one (1) 2019 International 7000

- Invoice for the first annual lease payment
- Lease with Option to Purchase Agreement No. CIT6261-137
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D – Resolution
- Insurance Coverage Request Letter
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible
- Certificate of Incumbency
- Power of Attorney (Must be signed in the presence of a notary)
- Title Rider – Title Instructions
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents along with a check in the amount of $36,919.00 to my attention. Upon receipt of these signed documents Kinetic Leasing, Inc. will be able to pay the appropriate vendor(s) in a prompt manner. I can be reached at 800-558-7337 if you have any other questions pertaining to the documentation. Thank you

Sincerely,
Kinetic Leasing, Inc.

Kari Hage
Kari Hage
Vice President

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo
2301 8th Ave N
Fargo, ND 58102

Date of Lease: May 6, 2019
Lease #: CIT6261-137

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

QTY.	SERIAL NO.	DESCRIPTION
		Vendor: RDO Equipment Co.
1	3HAWGTAT9KL425279 LM19-3406	2019 International 7000 with Loadmaster Excel S 25 Rear Loader Chassis

Description of Financed Amount:

Cost of above Equipment	$170,818.00
Cost of related charges:	
Transportation	$ N/A
Physical Modifications (specify)	$ N/A
Other (Specify)	$ N/A
Add: Sales or other tax, if applicable	$ N/A
Less: Trade-In	$ N/A
Net Financed Amount:	$170,818.00

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo
2301 8th Ave N
Fargo, ND 58102

Date of Lease: May 6, 2019
Lease #: CIT6261-137

BASE RENTAL PAYMENTS

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Option Price *
05/15/2019	$36,520.00	$0.00	$36,520.00	$136,563.00
05/15/2020	$36,520.00	$4,634.22	$31,885.78	$103,799.00
05/15/2021	$36,520.00	$3,533.93	$32,986.07	$70,133.00
05/15/2022	$36,520.00	$2,395.69	$34,124.31	$35,542.00
05/15/2023	$36,520.00	$1,218.16	$35,301.84	$0.00

*After payment of Rental Payment due on such date.

CITY OF Fargo

PUBLIC WORKS OPERATIONS

(14)

Fleet Management, Forestry, Streets & Sewers, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

May 1, 2019

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

RE: Landscape Maintenance Services Contract Authorization

Commissioners:

Proposals were opened on Wednesday, May 1, 2019, in response to a Request for Proposal (RFP) issued by Public Works for "Landscape Maintenance Services". A total of two (2) sealed responses were received.

A proposal selection committee made up of Matt Andvik (Public Works Services Manager), Melissa Wolf (Public Works Administrative Services Manager), and myself have reviewed the proposals received and evaluated them on the following criteria:

- Past Work Experience,
- Available Resources,
- Proposed Fees (Attached Bid Tab).

Based on the review of the stated criteria, the committee is recommending award of the Landscape Maintenance Services contract to Valley Green and Associates.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP19075) to award Valley Green and Associates the Landscape Maintenance Services Contract.

Respectfully submitted,

Ben Dow
Director of Operations
Fargo Public Works

Landcape Maintenance Services RFP BID TAB

SITE	LOCATION	AREA	CONTRACTOR	
INITIAL CLEAN-UP			Valley Green	S & S Landscaping
Flood Wall I	Area #1	Landscape Beds	$ 2,500.00	$ 5,445.00
Flood Wall I	Area #2	Turf Mowing	$ 200.00	$ 180.00
Flood Wall I	Area #3	Prairie Restoration	$ 200.00	$ 180.00
Flood Wall I	Area #4	Sidewalks/Stamped	$ 200.00	$ 90.00
Flood Wall II	Area #1	Landscape Beds	$ 1,300.00	$ 4,050.00
Planting Beds I	Area #1	Landscape Beds	$ 500.00	$ 945.00
Planting Beds II	Area #1	Landscape Beds	$ 500.00	$ 945.00
BI-MONTHLY				
Flood Wall I	Area #1	Landscape Beds	$ 300.00	$ 349.00
Flood Wall I	Area #2	Turf Mowing	$ 50.00	$ 135.00
Flood Wall I	Area #3	Prairie Restoration	$ 50.00	$ 34.00
Flood Wall I	Area #4	Sidewalks/Stamped	$ 50.00	$ 34.00
Flood Wall II	Area #1	Landscape Beds	$ 150.00	$ 180.00
MONTHLY				
Planting Beds I	Area #1	Landscape Beds	$ 70.00	$ 68.00
Planting Beds II	Area #1	Landscape Beds	$ 70.00	$ 68.00
		TOTAL:	**$ 6,140.00**	**$ 12,703.00**

SERVICES AGREEMENT

LANDSCAPE MAINTENANCE SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide landscape maintenance services for the City. This agreement shall commence upon signing by both parties and expire on October 31, 2021. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions.

II. Scope of Services

The contractor will perform the landscape maintenance services as set forth within this agreement and as represented in "Exhibit A" attached hereto. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Landscape Maintenance

- Maintain planting beds and mulch areas free of weeds.
- Initial Clean-up will include the application of a 2" layer of city provided mulch. Contractor shall be responsible for transportation of mulch from City Compost Site to designated areas. Loading of mulch at City Compost Site with be coordinated with Public Works Staff prior to day of need.
- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use in the landscape setting. Take extreme care in the application of herbicides not to damage adjacent plant materials including trees, shrubs, perennials and lawn. Hand weeding may be necessary/justified at times.
- Consider application of a pre-emergent herbicide 'Preen for Perennials' or approved equal in spring to planting bed areas.
- Planting bed(s) to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Turf Maintenance

- Turf shall be maintained at a height of approximately three and one-half (3 ½) inches.
- Turf shall be cut in a professional manner as not to scalp turf or leave any areas of uncut grass.
- Care shall be taken to prevent discharge of grass clippings onto any adjacent private properties or onto any paved surface such as streets, jogging trails, sidewalks or storm drain system. All Hard surfaces should be swept/blown clean by the Contractor immediately after each mowing.
- Contractor shall pick up all litter before each mowing, which is subsidiary to the mowing bid, and remove same from site. If in the course of mowing, trash is overlooked and shredded by mowers, it should immediately be collected and disposed of properly by the contractor.

- All trimming shall be accomplished maintaining the three and one-half inches (3 ½") cutting height. All trimming must be performed concurrently with mowing operations

Prairie Restoration

- Prairie Restoration areas are to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Sidewalks and Stamped Concrete

- Attempt to remove persistent perennial weeds by methods that will completely and permanently eliminate the weed. Contractor may utilize herbicides that are approved for and appropriate for use.
- Sidewalks and Stamped Concrete to be policed for trash, debris, and all material shall be hauled from site and properly disposed of.

Property Damage: Contractors will be notified by the Director of Operations of any property damage that occurs as a result of lawn maintenance services. Notification will be within 48 hours of Director of Operations becoming aware of such property damage. The contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the Contractor.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per activity as shown in the attached Exhibit B. All final invoices shall be submitted no later than December 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services

are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/1/19

Valley Green & Associates

By: Nicole Seaberg

Its: Vice President

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

Exhibit A

Flood Wall I Dry Side of Flood Wall 2nd Street N. 1st Avenue - 5th Avenue	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all trees, shrubs, bushes and flowers Remove all litter Define, by edging all landscaped beds Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
		Area 2) Turf Mowing	Mow and edge all area where turf has been planted Remove all litter
		Area 3) Prairie Restoration	Remove all litter
		Area 4) Sidewalks and Stamped	Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Spray with herbicide
	Regular Service:	**Site visits will occur every two weeks from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain trees, shrubs, bushes, flowers and bedding in a healthy growing condition by weeding, deadheading and pruning. Remove all litter
		Area 2) Turf Mowing	Mow and edge all area where turf has been planted Remove all litter
		Area 3) Prairie Restoration	Remove all litter
		Area 4) Sidewalks and Stamped Concrete	Maintain Sidewalk, Stamped Concrete, Curb and Gutters free of all vegetation Remove all Litter Re-apply Herbicide as necessary
Flood Wall II Wet Side of Flood Wall 101 2nd Street S.	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur every two weeks from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding, deadheading and pruning. Remove all litter
Planting Beds I NP Avenue University Drive - 10th Street (Eight Beds)	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur monthly from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning. Remove all litter
Planting Beds II Intersection of 2nd Avenue N. & Roberts Street (Eight Beds)	**Initial Clean Up:**	**Initial Clean-up shall be completed prior to May 24th, and consist of the following**	
		Area 1) Landscape Beds	Remove & haul away all weeds and debris from landscape beds Prune and deadhead all shrubs, bushes and flowers Remove all litter Apply 2" layer of city provided mulch in all areas where mulch is currently located *(City of Fargo mulch is available at the compost site at no cost to the contractor)*
	Regular Service:	**Site visits will occur monthly from May 24th to end-of-October**	
		Area 1) Landscape Beds	Maintain shrubs, bushes, flowers and bedding in a healthy growing condition by weeding and pruning. Remove all litter

EXHIBIT B

Landcape Maintenance Services

SITE	LOCATION	AREA	CONTRACTOR	
INITIAL CLEAN-UP			Valley Green	
Flood Wall I	Area #1	Landscape Beds	$	2,500.00
Flood Wall I	Area #2	Turf Mowing	$	200.00
Flood Wall I	Area #3	Prairie Restoration	$	200.00
Flood Wall I	Area #4	Sidewalks/Stamped	$	200.00
Flood Wall II	Area #1	Landscape Beds	$	1,300.00
Planting Beds I	Area #1	Landscape Beds	$	500.00
Planting Beds II	Area #1	Landscape Beds	$	500.00
BI-MONTHLY				
Flood Wall I	Area #1	Landscape Beds	$	300.00
Flood Wall I	Area #2	Turf Mowing	$	50.00
Flood Wall I	Area #3	Prairie Restoration	$	50.00
Flood Wall I	Area #4	Sidewalks/Stamped	$	50.00
Flood Wall II	Area #1	Landscape Beds	$	150.00
MONTHLY				
Planting Beds I	Area #1	Landscape Beds	$	70.00
Planting Beds II	Area #1	Landscape Beds	$	70.00
		TOTAL:	**$**	**6,140.00**

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No. SN-18-C2 Type: Time Extension (CO#2)

Location: New City Hall Date of Hearing: 4/29/2019

Routing	Date
City Commission	5/6/2019
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension for Key Contracting due to work remaining to be done on the City Centre Lofts building.

The City, Key Contracting (City's Contractor), and a representative from City Centre Lofts met to discuss the remaining sidewalk to be installed for the City of Fargo. City Centre said that having the remaining sidewalk installed at this time would make it difficult for them to complete the siding work on their building. He indicated that the work would take them until the end of June to complete. Key Contracting is in agreement with postponing the remaining work for sidewalk and seeding.

Staff recommends granting Key Contracting a time extension to August 30th, 2019.

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #2) as described above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension (CO #2).

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

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I, Storm Sewer Utility

Cc: Nathan Boerboom, Division Engineer

Date: April 24, 2019

Re: Project SN-18-C2 – Time Extension (CO #2)

Background:

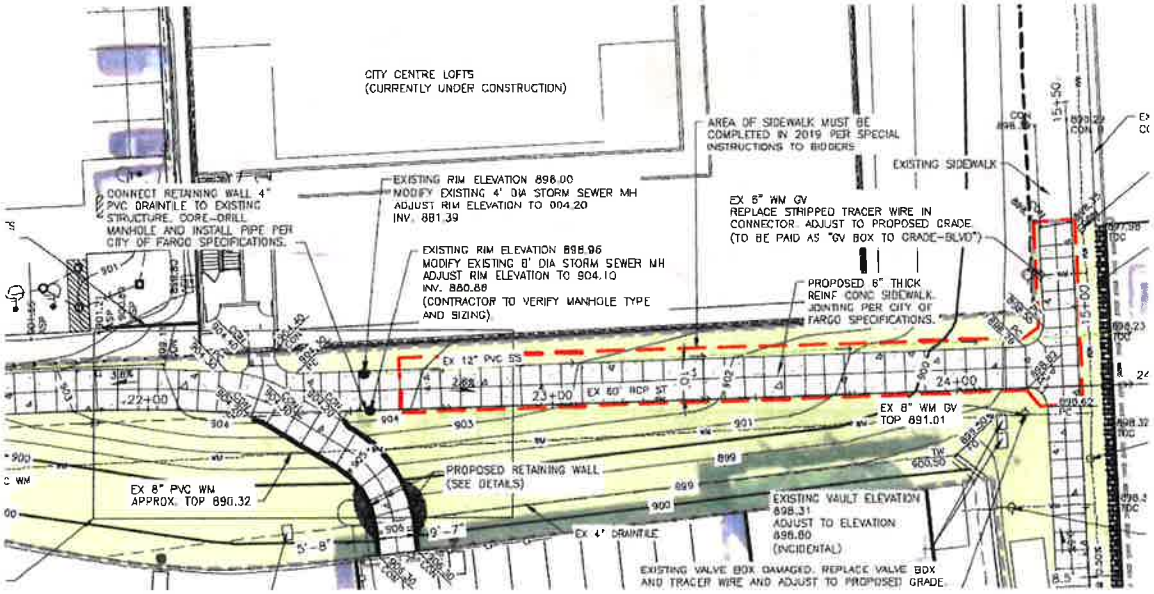
Project SN-18-C2 is for the construction of sidewalks on the north and east side of City Hall.

The remaining portion of sidewalk to install on this project is shown below in the red dashed lines. This area is located north of City Hall and south of the City Center Lofts building. The Final Completion Date for the Contractor to have the SN-18-C2 project completed is June 15th, 2019.

On April 23rd, 2019 the City, the City's Contractor (Key Contracting) and a representative from the City Centre Lofts met to discuss Key Contracting installing the remaining sidewalk at the end of April. City Centre said that if the sidewalk is installed it will make siding the south wall very difficult and the machinery used could possibly damage the new sidewalk. He stated that it would take him until the end of June to complete the siding work.

Key Contracting said that postponing the installation of the sidewalk and completing the remaining work that includes grading and seeding at a later date is not an issue.

We recommend granting Key Contracting a time extension to August 30th, 2019 for project SN-18-C2.



Recommended Motion:

Approve Change Order #2 as shown:

Original Completion Date	Revised Previously	Revised This Memo
Final – June 15th, 2019		**Final – August 30th, 2019**

THE CITY OF Fargo

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SN-18-C2	**Change Order No**	2
Project Name	New Sidewalk Construction & Incidentals		
Date Entered	4/24/2019	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Time extension to complete project

Time extension to August 30th, 2019 to complete all work

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	
Previous Change Orders ($)	26,595.60
Original Contract Amount ($)	394,750.00
Total Contract Amount ($)	421,345.60

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
12/15/2018	10/21/2018	0.00	313.00	12/15/2018	08/30/2019

Description

APPROVED

For Contractor Steve Carr

Title VP

APPROVED DATE

Department Head

Mayor 5/1/19

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

16-1

May 1, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SL-19-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 1, 2019, for Street Lighting Rehabilitation & Incidentals, Project No. SL-19-A1, located at various locations Citywide.

The bids were as follows:

Fargo Electric	$143,494.00
Moorhead Electric	$149,674.70
Strata Corporation	$245,683.00
Engineer's Estimate	$155,958.00

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric in the amount of $143,494.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-19-A1

Street Lighting Rehabilitation & Incidentals

Street Lighting Rehabilitation & Incidentals various locations city wide

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Lighting Rehabilitation & Incidentals Project # SL-19-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
SITE 1					
1	Modify Traffic Signal System	LS	1.00	2,500.00	2,500.00
				SITE 1 Total	2,500.00
SITE 2					
2	Repair Feed Point	EA	1.00	2,000.00	2,000.00
				SITE 2 Total	2,000.00
SITE 3					
3	F&I Feed Point	EA	1.00	10,000.00	10,000.00
4	Remove Feed Point	EA	1.00	500.00	500.00
				SITE 3 Total	10,500.00
SITE 4					
5	Remove Base	EA	1.00	500.00	500.00
6	F&I Innerduct 1.5" Dia	LF	60.00	2.00	120.00
7	F&I Conductor #6 USE Cu	LF	180.00	2.00	360.00
8	Relocate Street Light	EA	1.00	500.00	500.00
9	Directional Boring	LF	60.00	10.00	600.00
10	F&I Street Light Foundation	EA	1.00	1,100.00	1,100.00
				SITE 4 Total	3,180.00
SITE 5					
11	Remove Base	EA	1.00	500.00	500.00
12	F&I Street Light Foundation	EA	1.00	1,100.00	1,100.00
				SITE 5 Total	1,600.00
SITE 6					
13	Repair Feed Point	EA	1.00	1,100.00	1,100.00
				SITE 6 Total	1,100.00
SITE 7					
14	Remove Base	EA	1.00	500.00	500.00
15	F&I Street Light Foundation	EA	1.00	1,100.00	1,100.00
				SITE 7 Total	1,600.00
SITE 8					
16	Remove Feed Point	EA	1.00	200.00	200.00
17	F&I Pull Box	EA	1.00	1,500.00	1,500.00
18	Directional Boring	LF	70.00	10.00	700.00
19	F&I Innerduct 1.5" Dia	LF	70.00	2.00	140.00
20	F&I Conductor #6 USE Cu	LF	210.00	2.00	420.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-19-A1

Street Lighting Rehabilitation & Incidentals

			SITE 8 Total	2,960.00
SITE 9				
21 Directional Boring	LF	245.00	10.00	2,450.00
22 F&I Innerduct 1.5" Dia	LF	245.00	2.00	490.00
23 F&I Conductor #6 USE Cu	LF	735.00	2.00	1,470.00
24 Remove Feed Point	EA	1.00	200.00	200.00
			SITE 9 Total	4,610.00
SITE 10				
25 F&I Base 6' Deep Reinf Conc	EA	1.00	1,100.00	1,100.00
26 F&I Innerduct 1.5" Dia	LF	40.00	20.00	800.00
27 F&I Conductor #6 USE Cu	LF	600.00	2.00	1,200.00
			SITE 10 Total	3,100.00
SITE 11				
28 Remove Base	EA	1.00	500.00	500.00
29 F&I Base 6' Deep Reinf Conc	EA	1.00	1,100.00	1,100.00
			SITE 11 Total	1,600.00
SITE 12				
30 Repair Feed Point	EA	1.00	2,500.00	2,500.00
31 F&I Pull Box	EA	1.00	1,500.00	1,500.00
			SITE 12 Total	4,000.00
SITE 13				
32 F&I Lighting System	LS	1.00	8,000.00	8,000.00
			SITE 13 Total	8,000.00
SITE 14				
33 Repair Street Light Miscellaneous	EA	1.00	2,000.00	2,000.00
			SITE 14 Total	2,000.00
SITE 15				
34 Repair Street Light Miscellaneous	EA	1.00	3,000.00	3,000.00
			SITE 15 Total	3,000.00
SITE 16				
35 F&I Innerduct 1.5" Dia	LF	560.00	2.00	1,120.00
36 F&I Conductor #6 USE Cu	LF	1,680.00	2.00	3,360.00
37 Trenching	LF	560.00	10.00	5,600.00
			SITE 16 Total	10,080.00
SITE 17				
38 Modify Traffic Signal System	LS	1.00	3,000.00	3,000.00
			SITE 17 Total	3,000.00
SITE 18				
39 F&I Feed Point	EA	1.00	10,000.00	10,000.00
40 Remove Feed Point	EA	1.00	500.00	500.00
41 F&I Pull Box	EA	1.00	1,500.00	1,500.00
			SITE 18 Total	12,000.00
SITE 19				
42 Repair Street Light Miscellaneous	EA	1.00	2,000.00	2,000.00
			SITE 19 Total	2,000.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-19-A1

Street Lighting Rehabilitation & Incidentals

SITE 20				
43 F&I Innerduct 1.5" Dia	LF	170.00	2.00	340.00
44 Directional Boring	LF	170.00	10.00	1,700.00
45 F&I Conductor #6 USE Cu	LF	510.00	2.00	1,020.00
			SITE 20 Total	3,060.00
SITE 21				
46 F&I Innerduct 1.5" Dia	LF	800.00	2.00	1,600.00
47 Directional Boring	LF	800.00	10.00	8,000.00
48 F&I Conductor #6 USE Cu	LF	2,400.00	2.00	4,800.00
			SITE 21 Total	14,400.00
SITE 22				
49 F&I Innerduct 1.5" Dia	LF	280.00	2.00	560.00
50 F&I Conductor #6 USE Cu	LF	840.00	2.00	1,680.00
51 Directional Boring	LF	280.00	10.00	2,800.00
			SITE 22 Total	5,040.00
SITE 23				
52 Remove Street Light	EA	1.00	300.00	300.00
53 Remove Feed Point	EA	1.00	100.00	100.00
54 Directional Boring	LF	250.00	10.00	2,500.00
55 F&I Innerduct 1.5" Dia	LF	250.00	2.00	500.00
56 F&I Conductor #6 USE Cu	LF	750.00	2.00	1,500.00
57 F&I Street Light Foundation	EA	2.00	1,100.00	2,200.00
			SITE 23 Total	7,100.00
SITE 24				
58 F&I Conductor #6 USE Cu	LF	435.00	2.00	870.00
59 F&I Innerduct 1.5" Dia	LF	145.00	2.00	290.00
60 Directional Boring	LF	145.00	10.00	1,450.00
			SITE 24 Total	2,610.00
SITE 25				
61 F&I Innerduct 1.5" Dia	LF	232.00	2.00	464.00
62 F&I Conductor #6 USE Cu	LF	696.00	2.00	1,392.00
63 Directional Boring	LF	232.00	10.00	2,320.00
			SITE 25 Total	4,176.00
SITE 26				
64 F&I Innerduct 1.5" Dia	LF	150.00	2.00	300.00
65 F&I Conductor #6 USE Cu	LF	450.00	2.00	900.00
66 Directional Boring	LF	150.00	10.00	1,500.00
			SITE 26 Total	2,700.00
SITE 27				
67 F&I Innerduct 1.5" Dia	LF	250.00	2.00	500.00
68 F&I Conductor #6 USE Cu	LF	750.00	2.00	1,500.00
69 Directional Boring	LF	750.00	10.00	7,500.00
			SITE 27 Total	9,500.00
SITE 28				
70 F&I Innerduct 1.5" Dia	LF	250.00	2.00	500.00
71 F&I Conductor #6 USE Cu	LF	750.00	2.00	1,500.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # SL-19-A1

Street Lighting Rehabilitation & Incidentals

72 Directional Boring	LF	250.00	10.00	2,500.00
			SITE 28 Total	4,500.00
SITE 29				
73 F&I Innerduct 1.5" Dia	LF	120.00	2.00	240.00
74 F&I Conductor #6 USE Cu	LF	360.00	2.00	720.00
75 Directional Boring	LF	120.00	10.00	1,200.00
			SITE 29 Total	2,160.00
SITE 30				
76 F&I Innerduct 1.5" Dia	LF	293.00	2.00	586.00
77 F&I Conductor #6 USE Cu	LF	879.00	2.00	1,758.00
78 Directional Boring	LF	293.00	10.00	2,930.00
			SITE 30 Total	5,274.00
SITE 31				
79 Remove Base	EA	1.00	500.00	500.00
80 F&I Pull Box	EA	1.00	1,500.00	1,500.00
81 F&I Conductor #6 USE Cu	LF	66.00	5.00	330.00
82 Relocate Street Light	EA	1.00	1,000.00	1,000.00
83 Directional Boring	LF	22.00	35.00	770.00
84 F&I Innerduct 1.5" Dia	LF	22.00	2.00	44.00
			SITE 31 Total	4,144.00
			Total Construction in $	**143,494.00**
		Engineering	6.00 %	8,609.64
		Legal & Misc	3.00 %	4,304.82
		Contingencies	10.00 %	14,349.40
		Interest	4.00 %	5,739.76
			Total Estimated Costs	**176,497.62**
		Sales Tax Funds - Infrastructure - 420		148,847.22
		Utility Funds - Street Lights - 528		27,650.40
			Unfunded Costs	**0.00**

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

Date: 05/01/2019

Tom Knakmuhs

Assistant City Engineer

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

162

May 1, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-19-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 1, 2019, for Storm Sewer, Storm Sewer Repairs, PC Concrete Paving and Incidentals, Project No. UR-19-A1, located at Great Northern Drive from 18th Street to Drain 3, Elm Street south of 15th Avenue North, and 1121 26th Street North.

The bids were as follows:

Fox Underground	$788,540.00
All Finish Concrete	$812,444.00
Dakota Underground Co.	$1,213,384.00

Engineer's Estimate $889,870.00

The special assessment escrow is not required.

This office recommends award of the contract to Fox Underground in the amount of $788,540.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-19-A1

Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals

Project involves 3 sites. Site 1 complete Great Northern Drive storm sewer upgrade from 18th St to Drain 3. Site 2 Storm Sewer Main repairs on Elm Street south of 15th Avenue north. Site 3 correct street drainage problem at 1121 26th Street North.

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals Project # UR-19-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Site 1					
1	Mobilization	LS	1.00	14,000.00	14,000.00
2	Topsoil - Strip	CY	250.00	3.00	750.00
3	Topsoil - Import	CY	250.00	20.00	5,000.00
4	Topsoil - Spread	CY	250.00	3.00	750.00
5	Traffic Control - Type 1	LS	1.00	2,000.00	2,000.00
6	Seeding Type A	SY	1,200.00	1.25	1,500.00
7	Mulching Type 1 - Hydro	SY	1,200.00	1.25	1,500.00
8	Remove Driveway All Thicknesses All Types	SY	75.00	17.00	1,275.00
9	Remove Pavement All Thicknesses All Types	SY	1,800.00	15.00	27,000.00
10	Remove Curb & Gutter	LF	700.00	9.00	6,300.00
11	Remove Pipe All Sizes All Types	LF	1,150.00	15.00	17,250.00
12	Remove Manhole	EA	3.00	750.00	2,250.00
13	Remove Inlet	EA	1.00	300.00	300.00
14	Salvage Gravel	SY	2,100.00	7.25	15,225.00
15	Plug Pipe 4" thru 12" Dia	EA	2.00	200.00	400.00
16	Repair Manhole	EA	1.00	8,500.00	8,500.00
17	F&I Manhole 7' Dia Reinf Conc	EA	2.00	9,500.00	19,000.00
18	Modify Manhole	EA	3.00	2,600.00	7,800.00
19	Connect Pipe to Exist Structure	EA	2.00	1,600.00	3,200.00
20	F&I Pipe w/GB 48" Dia Reinf Conc	LF	1,000.00	210.00	210,000.00
21	F&I Pipe w/GB 12" Dia Reinf Conc	LF	10.00	80.00	800.00
22	F&I Inlet - Single Box (SBI) Reinf Conc	EA	1.00	2,800.00	2,800.00
23	F&I Saddle Wye 8"x6" PVC	EA	1.00	225.00	225.00
24	F&I Pipe w/GB 1" Dia Copper	LF	35.00	55.00	1,925.00
25	F&I CS & Box 1" Dia	EA	1.00	450.00	450.00
26	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	30.00	55.00	1,650.00
27	Connect Sewer Service Less Than 10' Deep	EA	1.00	225.00	225.00
28	Connect Water Service	EA	1.00	200.00	200.00
29	Eliminate Water Service	EA	1.00	250.00	250.00
30	Stormwater Management	LS	1.00	1,500.00	1,500.00
31	Inlet Protection - Existing Inlet	EA	6.00	150.00	900.00
32	Inlet Protection - New Inlet	EA	1.00	275.00	275.00
33	Temp Construction Entrance	EA	2.00	1,500.00	3,000.00
34	F&I Driveway 7" Thick Reinf Conc	SY	75.00	80.00	6,000.00
35	Subgrade Preparation	SY	4,800.00	2.50	12,000.00
36	F&I Woven Geotextile	SY	4,200.00	2.50	10,500.00
37	F&I Class 5 Agg - 8" Thick	SY	2,700.00	9.00	24,300.00
38	F&I Edge Drain 4" Dia PVC	LF	700.00	7.50	5,250.00
39	F&I Pavement 9" Thick Doweled Conc	SY	1,800.00	78.00	140,400.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-19-A1

Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals

40	F&I Curb & Gutter Standard (Type II)	LF	700.00	24.00	16,800.00
41	Casting to Grade - w/Conc	EA	5.00	300.00	1,500.00
42	Casting to Grade - no Conc	EA	2.00	300.00	600.00
43	F&I Casting - Floating Manhole	EA	3.00	1,800.00	5,400.00
44	F&I Casting - Std Manhole	EA	1.00	1,000.00	1,000.00
45	Salvage & Install Fence	LF	400.00	55.00	22,000.00
46	Install Salvaged Gravel 8" Thick	SY	2,100.00	3.50	7,350.00
47	F&I Traffic Surface Gravel	TON	400.00	20.00	8,000.00
				Site 1 Total	619,300.00
Site 2					
48	Mobilization	LS	1.00	6,000.00	6,000.00
49	Clear & Grub	LS	1.00	6,000.00	6,000.00
50	Remove Tree	EA	10.00	1,200.00	12,000.00
51	Topsoil - Strip	CY	75.00	4.00	300.00
52	Topsoil - Import	CY	75.00	25.00	1,875.00
53	Topsoil - Spread	CY	75.00	4.00	300.00
54	Traffic Control - Type 1	LS	1.00	1,500.00	1,500.00
55	Seeding Type A	SY	500.00	2.00	1,000.00
56	Mulching Type 1 - Hydro	SY	500.00	2.00	1,000.00
57	F&I Erosion Control Blanket Type 2	SY	400.00	3.50	1,400.00
58	Rem & Repl Sidewalk 5" Thick Reinf Conc	SY	75.00	70.00	5,250.00
59	F&I Det Warn Panels Cast Iron	SF	20.00	55.00	1,100.00
60	Remove Pavement All Thicknesses All Types	SY	150.00	25.00	3,750.00
61	Repair Manhole	EA	2.00	4,500.00	9,000.00
62	Connect Pipe to Exist Structure	EA	3.00	2,600.00	7,800.00
63	Remove Pipe All Sizes All Types	LF	165.00	20.00	3,300.00
64	Repair Pipe 30" Dia	EA	50.00	295.00	14,750.00
65	F&I Type A Repair Band 27" thru 36" Dia	EA	3.00	1,300.00	3,900.00
66	F&I Pipe w/GB 24" Dia Reinf Conc	LF	35.00	115.00	4,025.00
67	F&I Pipe 24" Dia Reinf Conc	LF	130.00	105.00	13,650.00
68	F&I Flared End Section 24" Dia Reinf Conc	EA	1.00	6,200.00	6,200.00
69	Casting to Grade - w/Conc	EA	2.00	350.00	700.00
70	Subgrade Preparation	SY	150.00	8.00	1,200.00
71	F&I Woven Geotextile	SY	150.00	4.00	600.00
72	F&I Class 5 Agg - 8" Thick	SY	150.00	10.00	1,500.00
73	Repair Pavement - Patch Asph	SY	150.00	70.00	10,500.00
74	F&I Rip Rap Rock	CY	75.00	95.00	7,125.00
75	F&I NonWoven Geotextile	SY	25.00	20.00	500.00
76	F&I Slope Protection 5" Thick Reinf Conc	SY	20.00	225.00	4,500.00
77	Stormwater Management	LS	1.00	1,500.00	1,500.00
78	Inlet Protection - Existing Inlet	EA	3.00	150.00	450.00
79	Sediment Control Log 6" to 8" Dia	LF	120.00	5.00	600.00
80	Temp Construction Entrance	EA	1.00	1,500.00	1,500.00
				Site 2 Total	134,775.00
Site 3					
81	Mobilization	LS	1.00	4,500.00	4,500.00
82	Topsoil - Strip	CY	30.00	4.00	120.00
83	Topsoil - Import	CY	30.00	25.00	750.00
84	Topsoil - Spread	CY	30.00	4.00	120.00
85	Traffic Control - Type 1	LS	1.00	1,500.00	1,500.00
86	Seeding Type A	SY	350.00	2.00	700.00
87	Mulching Type 1 - Hydro	SY	350.00	2.00	700.00
88	F&I Erosion Control Blanket Type 2	SY	350.00	3.50	1,225.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # UR-19-A1

Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals

89	Remove Pavement All Thicknesses All Types	SY	100.00	25.00	2,500.00
90	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	50.00	75.00	3,750.00
91	F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	1,800.00	1,800.00
92	Casting to Grade - no Conc	EA	1.00	350.00	350.00
93	Subgrade Preparation	SY	100.00	3.00	300.00
94	F&I Woven Geotextile	SY	100.00	3.00	300.00
95	F&I Class 5 Agg - 8" Thick	SY	100.00	20.00	2,000.00
96	Repair Pavement - Patch Asph	SY	100.00	70.00	7,000.00
97	F&I Slope Protection 5" Thick Reinf Conc	SY	20.00	225.00	4,500.00
98	Inlet Protection - Existing Inlet	EA	2.00	150.00	300.00
99	Sediment Control Log 6" to 8" Dia	LF	60.00	5.00	300.00
100	Inlet Protection - New Inlet	EA	1.00	250.00	250.00
101	Temp Construction Entrance	EA	1.00	1,500.00	1,500.00
				Site 3 Total	34,465.00
				Total Construction in $	**788,540.00**
			Engineering	6.00 %	47,312.40
			Legal & Misc	3.00 %	23,656.20
			Contingencies	10.00 %	78,854.00
			Interest	4.00 %	31,541.60
				Total Estimated Costs	**969,904.20**
				Utility Funds - Stormwater - 524	969,904.20
				Unfunded Costs	**0.00**

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

Date: 05/01/2019

Tom Knakmuhs

Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

17-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of the Project as it will appear in the Contract:

Belmont Flood Risk Management Project

Project No. FM-15-J (Phase 2)

Call For Bids	May 6	, 2019
Advertise Dates	May 13, 20 & 27	, 2019
Bid Opening Date	June 12	, 2019
Substantial Completion Date	November 15	, 2019
Final Completion Date	June 14	, 2020

N/A PWPEC Report (Attach Copy) – **Part of 2019 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jody R. Bertrand, P.E. C.F.M.

Phone No. (701) 241-1548

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

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

BELMONT FLOOD RISK MANAGEMENT PROJECT

PROJECT NO. FM-15-J

PHASE 2

Nature & Scope

Project No. FM-15-J0 was initiated in 2015 through an Agreement with HDR, Inc. for the design to relocate Storm Sewer Lift Station #13, the design of earthen levees and/or floodwalls along South River Road and protecting of the water intake structure for the Water Treatment Plant. This project is to be constructed in three separate phases to provide permanent flood protection.

- **Phase 1** (FM-15-J1) is for relocating Storm Sewer Lift Station #13 to the green space north of 17th Avenue South between Lindenwood Drive and 5th Street South.
- **Phase 2** (FM-15-J2) is for the acquisition and removal of three residential structures, one easement purchase for clear zone access adjacent to the proposed levee and constructing earthen levee and a segment of floodwall along Lindenwood Drive South.
- **Phase 3** (FM-15-J3) is for the acquisition and removal of four residential structures constructing additional levee along South River Road and flood protection tie in to the raw water intake structure located east of 4th Street between 13th and 14th Avenues South with floodwall installation.

Purpose

The purpose of Phase 2 project is to construct a levee, floodwall and gatewell in the Belmont Park area to FEMA standards for future certification potential. This project will be the second phase for this area and will reduce the need for emergency measures in this neighborhood near the Lindenwood Drive road connection. This reach will be constructed in such a manner that this area will be able to be part of a future certifiable levee system and allow the continuation of existing permanent flood protection measures to be constructed under Phase 3 of this project.

Feasibility

The estimated cost of construction is $1,653,336.68. The cost breakdown is as follows:

Estimated Construction Cost:	$ 1,653,336.68
Engineering Fees (4%):	$ 66,133.47
Legal, Advertising, Miscellaneous (3%):	$ 49,600.10
Interest (4%):	$ 66,133.47
Consulting Engineering Services:	$ 289,829.92
Total Anticipated Project Costs:	**$ 2,125,033.64**

Project Funding Summary:	
ND State Water Commission (50% of eligible costs)	$ 826,668.34
Infrastructure Sales Tax Fund 460 – Balance	$ 1,298,365.30

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 4/30/19
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

17-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Concrete Pavement Rehabilitation & Incidentals

Project No. PR-19-C

Call For Bids	May 6	, 2019
Advertise Dates	May 13 & May 20	, 2019
Bid Opening Date	June 12	, 2019
Substantial Completion Date	October 14	, 2019
Final Completion Date	November 1	, 2019

N/A PWPEC Report (Attach Copy) **Part of 2019 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

CONCRETE PAVEMENT REHABILITATION & INCIDENTALS

PROJECT NO. PR-19-C

Nature & Scope

The proposed project will include concrete pavement repair and incidentals on 42nd Street South from 19th Avenue South to 32nd Avenue South.

Purpose

The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

Feasibility

The construction cost is estimated to be $1,815,653.40. It will be paid by Street Sales Tax Funds. The cost breakdown is as follows:

Estimated Construction Cost:	$ 1,815,653.40
Plus Engineering Fees (6%):	108,939.20
Plus Interest (4%):	72,626.14
Plus Legal/Misc Fees (3%):	54,469.60
Total Project Costs (Street Sales Tax Fund 420):	**$ 2,051,688.34**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 5/1/19
NORTH DAKOTA

Tom Knakmuhs, P.E.
Assistant City Engineer

REPORT OF ACTION

(18)

UTILITY COMMITTEE

Project No. WA1951

Type: Bid Award – WTP Raw Water Valve Improvements

Location: Water Treatment Plant (WTP)

Date of Hearing: 5/1/19

Routing	Date
City Commission	5/6/19
Project File	

Troy Hall, Water Utility Director, presented the attached memorandum related to bid award for Project WA1951 – WTP Raw Water Valve Improvements. This project was a recommendation in the WTP Facility Plan Phase 2 from 2016. This project is in the 2019 Water Utility budget and planned for construction after the Membrane WTP was operational. There were two bids for the project. CC Steel, LLC was low bidder at $954,750 and recommended for award. Please see letter, titled 'Engineer's Bid Review and Award Recommendation. Engineer's estimate was $865,000. The low bid was 10.4% over engineers estimate. After reviewing bids and discussion, Water Utility staff believes there would not be a benefit to the City of Fargo to bid the project again.

Water Utility staff requests that this project be paid through Fund 501/Division 3055 – Rate Funded Infrastructure projects per the 2019 budget.

MOTION:

On a motion by Scott Liudahl, seconded by Kent Costin, the Utility Committee voted to approve the bid award with CC Steel, LLC in the amount of $954,750 for Project WA1951 – WTP Raw Water Valve Improvements.

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

ATTEST:

Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
April 26, 2019

To: Utility Committee

From: Troy B. Hall, Water Utility Director TBH

Re: Bid Award – WTP Raw Water Valves (WA1951)

Construction bids were opened at 11:30 AM, local time, on Wednesday, April 24, 2019, for Project WA1951, Fargo WTP Raw Water Valve Improvements. Please see attached letter of Engineer's Bid Review and Award Recommendation. Two (2) bids were received. Both bids complied with all North Dakota Century Code (NDCC), with the apparent low bidder being CC Steel, LLC in the amount of $954,750.

The Engineer's estimate for this project was $865,000. The low bid is $89,750 or 10.4 percent over the Engineer's estimate. Based on discussion following the bid, the working depth for the Red River pipe factored into the higher cost. Also, construction timeline is very tight due to the critical nature of the affected piping and valves. Upon discussed with consulting engineer's, it is the opinion of Water Utility staff that there would not be a cost benefit in bidding the project again. Also, the poor condition of some of the current valves and the critical nature of splitting raw water flow between the Lime Softening WTP and Membrane WTP during winter operation make this a relatively urgent project. Water Utility staff is recommending awarding the project to CC Steel, LLC per Engineer's letter.

The buried raw water valves for the lime softening plant are located immediately east of the pretreatment building at Fargo WTP. The general construction area for the raw water valve replacement project is shown by the red box in the picture above.

Funding Considerations

This project is a 2019 budget line item and a recommended project in the Water Treatment Plant Facility Plan – Phase 2. The Raw Water Valve Improvements projects will include replacement of buried valves that were original to the lime softening plant. The project is budgeted to be paid by Fund 501/Division 3055 – Water Infrastructure. Upon startup of the Membrane WTP, the scope of the Raw Water Valve Improvements project was changes considerably to include electrical actuated valves accessible for maintenance in vaults and controlled through the Supervisory Control and Data Acquisition (SCADA) system.

Background

The following are key points related to WTP Raw Water Valve Improvements project for the City of Fargo Water Utility:

- The raw water valves are original to the lime softening plant construction in the mid-1990s.
- Valves diverting raw water to the proper location in the proper quantity is a mission critical part of water plant operation.
- With two water treatment plants, the control of raw water valves will be more frequent now and in the future to divert water flow in the appropriate amount to each water plant.
- The raw water valves are manual valves and some are difficult to operate at this time (high torque is required). There is concern that some valves may break in the wrong position during manual operation. Since raw water flow is essential and mission critical to WTP operation, the operability concern makes the Raw Water Valve Improvements project urgent.
- In discussing options with consulting engineers, it has become apparent that many of the valves should be controlled and actuated through the SCADA system to help divert water between the two water treatment plants.
- The valves have a long lead time for ordering (about 3-4 months). With project bidding this spring, the construction would be intended to take place in the fall of 2019.
- Due to higher water demands in the summer, the construction of the valve replacement project will not be planned for summer.

SUGGESTED MOTION:

Approve bid for Project WA1951 (WTP Raw Water Valve Improvements) to CC Steel, LLC in the amount of $954,750.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

April 24, 2019

Mr. Troy Hall
Water Utility Director
City of Fargo
435 14th Ave S
Fargo ND 58103-4306

Re: Fargo WTP Raw Water Valve Improvements
Engineer's Bid Review and Award Recommendation
Fargo Water Project No. WA1951

Dear Mr. Hall:

Bids were received at 11:30 a.m. on Wednesday, April 24, 2019 at the City Hall and opened immediately for the above referenced project. A total of two (2) different bidders submitted sealed bids. Each of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. A bid tabulation summarizing the bids received is attached to this letter for your review.

The project was bid as a single contract, Contract No. 1 – General Construction. Based on a review of the bids, the apparent low bid is from, CC Steel, LLC. in the amount of $954,750.00 for Contract No. 1 – General Construction. The Engineer's construction estimate for this project is $865,000. The project team recommends award of Contract No. 1 – General Construction to CC Steel, LLC in the amount of $954,750.00.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (218) 299-5610.

Respectfully Submitted,

AE2S

Kevin M. Johnson, PE
Project Engineer

Attachments

Fargo WTP Raw Water Valve Improvements
City of Fargo, ND
City Project No. WA 1951
AE2S Project No. P00803-2018-027
Bid Opening 11:30 am, April 24, 2019

Contractor	Acknowledge Addenda 1 & 2	Contractor's License	Bid Bond	Total Bid Amount
CC Steel, LLC	✓	✓	✓	$954,750.00
PKG Contracting, Inc.	✓	✓	✓	$996,950.00
Engineer's Estimate				*$865,000.00*

True Tabulation of Bids
Respectfully Submitted by:

Kevin Johnson, PE

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue South
Fargo, ND 58104
Tel: 701-364-9111

REPORT OF ACTION

(19)

UTILITY COMMITTEE

Project No. DN-18-A1

Type: Drain Improvements
Change Order #3
West Fargo Connection Piping

Location: Ground Storage Reservoir Area (52nd Ave. S. near Sheyenne River)

Date of Hearing: 5/1/19

Routing	Date
City Commission	5/6/19
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding Change Order #3 with Key Contracting for Project DN-18-A1 – Drain Improvements. The change order relates to installing a segment of 24-inch pipe for a 3rd West Fargo Water service connection. A key issue for this change order is to install the 24-inch pipe and fiber optic conduit under 63rd Street and the drainage ditch while box culverts are installed per Project DN-18-A1 plans. This will prevent 63rd Street from being shut down and disturbed a 2nd time to install the West Fargo pipe.

The costs for this change order will be entirely funded through the Water Utility. West Fargo water service connections are an eligible line item in a 'Regionalization' cost-share (grant) with the State Water Commission (SWC). The costs for this change order will be submitted for 60 percent grant reimbursement from the SWC. The 3rd West Fargo connection is a specific line item in the 2019 Water Utility budget and will cover the remainder of the change order cost.

MOTION:

On a motion by Brenda Derrig, seconded by Terry Ludlum, the Utility Committee voted to approve Change Order #3 with Key Contracting in the amount of $427,492.82 for Project DN-18-A1.

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

ATTEST:

Troy B. Hall
Water Utility Director

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

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
April 26, 2019

To: Utility Committee

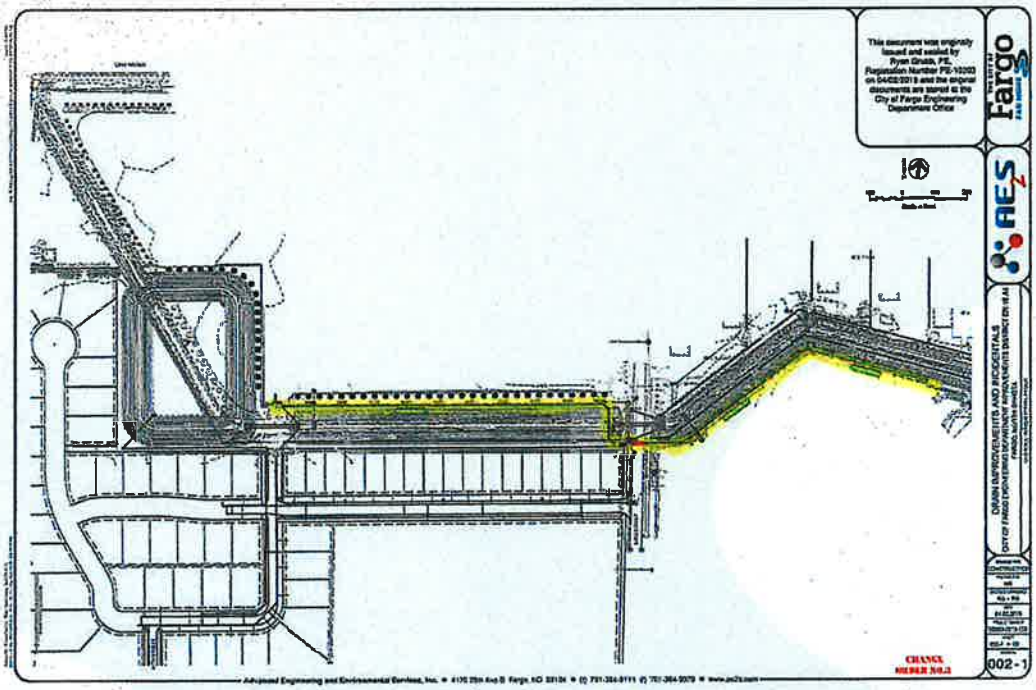
From: Troy B. Hall, Water Utility Director TBH

Re: Change Order – Project DN-18-A1 - Fargo Drain 27 Conveyance Improvements

---

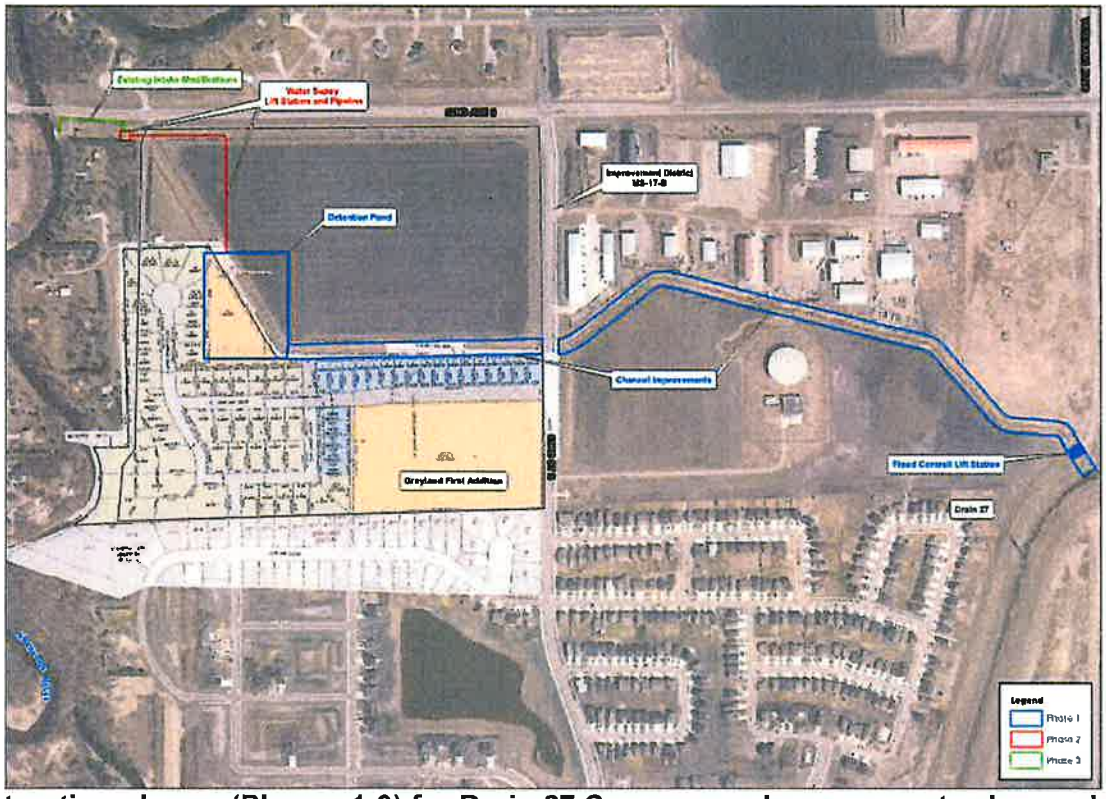
Introduction

Attached, please find a proposed change order from Key Contracting. This change order relates primarily to installing a 24-inch water main for a 3rd West Fargo water service connection. West Fargo water service is a 'Regionalization' project under a cost-share agreement with the State Water Commission and should be eligible for 60 percent grant funding. While the Fargo Drain 27 Conveyance Improvements project is a raw water supply/storm water project, the 3rd West Fargo finished water connection will follow the same construction route. The most important issue in this change order is getting the 24-inch water main across 63rd Street while box culverts are being installed for the drain project. The change order will accomplish this and get a segment of the 3rd West Fargo water service connection installed. Project DN-18-A1 is a partnership between the Water Utility and the Engineering Department.



Indicated in yellow highlight are the construction limits of Change Order No. 3 to install a 24-inch water main for a 3rd West Fargo water service connection.

Related memorandums and drawings are attached to this item. This change order has been discussed at PWPEC and forwarded for Utility Committee review. One change from the PWPEC review is the funding source for the change order. The costs for this change order will be submitted to the State Water Commission (SWC) for reimbursement because 60 percent of construction costs are cost-share (grant) eligible. The City of Fargo portion will be paid through Fund 501/Division 3055 per the 2019 budget line item for West Fargo water service.



Construction phases (Phases 1-3) for Drain 27 Conveyance Improvements shown above.

Financial Considerations

Work on the 3rd West Fargo water service connection is a budgeted line item in the 2019 Water Utility budget in the amount of $200,000. Since West Fargo water service connections are a specific line in the a 'Regionalization' cost-share agreement with the State Water Commission (SWC), this change order should be grant eligible in the amount of $256,495.69. This is 60 percent of construction costs. The City of Fargo portion of the change order calculates to be $170,997.28. The Water Utility 2019 budget line item for '52nd Avenue West Fargo Connection' covers the cost of this change order with Key Contracting. Construction of the remaining segments of the 3rd West Fargo connection are being planned for 2020 and will budgeted accordingly.

SUGGESTED MOTION:

Approve Change Order #3 with Key Contracting for Project #DN-18-A1 in the amount of $427,492.82 to install piping for a 3rd West Fargo water service connection.

Your consideration in this matter is greatly appreciated.

www.ae2s.com

April 10, 2019

Attn: Mr. Roger Kluck
City of Fargo – Engineering Department
225 4th Street North
Fargo, ND 58102

Re: City of Fargo Improvement District DN-18-A1, Water Utility Project No. WA1852
Proposed Construction Change Order No. 3

Dear Mr. Kluck:

Enclosed please find the proposed Change Order No. 3 to City Improvement Project DN-18-A1 for your review and consideration. Change Order No. 3 consists of 24-inch C900 PVC (DR18) watermain installation including fittings, a hydrant blowoff assembly, testing and flushing, and other associated appurtenances. Change Order No. 3 also includes dual 2-inch conduits to be utilized for future fiber optic lines to provide fiber optic connectivity between the Fargo Water Utility GSR and Sheyenne River Pump Station sites. While Project DN-18-A1 includes multiple funding sources, Change Order No. 3 shall be fully funded by the Fargo Water Utility utilizing Drinking Water State Revolving Fund (DWSRF) program funds, cash, or in-kind contributions.

The City of Fargo currently provides water service to the City of West Fargo through two water distribution system connections; one connection located near Main Avenue and 45th Street North and the second connection located near 32nd Avenue South and Veterans Boulevard. The Fargo Water Utility intends to install a future third water system connection near 52nd Avenue South and South Sheyenne Street to improve conveyance into the West Fargo system as West Fargo continues to grow to the south. In order to provide the third connection to West Fargo, a 24-inch pipe needs to be installed from the Fargo Ground Storage Reservoir site to the West Fargo system connection location and a portion of this pipe is anticipated to be routed parallel to the drainage ditch within the extents of Improvement District Project DN-18-A1. In an effort to minimize the disturbance to improvements constructed under Project DN-18-A1, AE2S has requested a cost proposal from Key Contracting, Inc. (Contractor) to install a portion of the 24-inch pipe that will serve as the future third West Fargo water system connection as a change order to Project DN-18-A1. A cost proposal from the Contractor and construction drawings for Change Order No. 3 are provided as attachments to this letter.

Change Order No. 3 would result in an increase of $427,469.00 to the contract and modify the contract completion dates as shown below. Change Order No. 3 does not modify the milestone completion deadline of June 15, 2019 for the work to be performed on 63rd Street.

- Proposed New Substantial Completion Date: September 1, 2019
- Proposed New Final Completion Date: October 1, 2019

Mr. Roger Kluck
City of Fargo – Engineering Department
Re: Proposed Construction Change Order No. 3
April 10, 2019

Upon the City's review and approval of Change Order No. 3, please scan an executed copy of the change order to my attention. AE2S will forward an executed copy to the North Dakota Department of Health for approval as required by the DWSRF program. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

AE2S

Ryan Grubb, PE
Project Engineer

Attachments

Key Contracting, Inc.
245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com

CHANGE ORDER REQUEST # 3

Submitted To:	AE2S	
Attention	Brian Gaddie	**REVISED**
Date:	4/10/2019	
Project :	City of Fargo DN-18-A1	
Description:	24" Watermain	

Key Contracting, Inc., hereby submits an estimate for all labor and materials for:

Description	Measure	Quantity	Unit Price	Amount
Outside Sta 10 + 00 to 13+25				
24" C900 Watermain w/o Gravel Backfill	lf	1875	$ 139.00	$ 260,625.00
Sta 10 + 00 to 13+25				
24" C900 Watermain w/ Gravel Backfill	lf	39	$ 240.00	$ 9,360.00
C900 Watermain w/o Gravel Backfill	lf	286	$ 149.00	$ 42,614.00
45 degree MJ	Each	7	$ 6,300.00	$ 44,100.00
22.5 degree MJ	Each	1	$ 6,100.00	$ 6,100.00
11.25 degree MJ	Each	1	$ 6,050.00	$ 6,050.00
24" Cap MJ	Each	2	$ 2,100.00	$ 4,200.00
Hydrant Blow Off Assembly	Each	1	$ 15,500.00	$ 15,500.00
Fiber Pull Box	Each	5	$ 1,210.00	$ 6,050.00
Dual 2" Fiber Conduit	lf	2200	$ 9.35	$ 20,570.00
Testing and Flushing	Each	1	$ 12,300.00	$ 12,300.00
				$ 427,469.00

All materials are guaranteed as specified.
All work shall be completed in a workman like manner and according to standard practice.
Dated as noted above.

Accepted on:_____

Steve Carr
Key Contracting, Inc.
Contact: Steve Carr
(701) 371-1284

_____

CITY OF Fargo

Memorandum

To: PWPEC

From: Roger E. Kluck, PE, CFM Civil Engineer II

CC: Jody Bertrand, Division Engineer; Tom Knakmuhs, Assistant City Engineer,

Date: 4/9/19

Re: Project # DN-18-A1 Drain Improvements and Incidentals Project Change Order 3

Project DN-18-A1 was bid on September 5, 2018 with bid award on September 13, 2018. The project began the week of September 24, 2018. The project documents identified Final Completion for all cleanup and punch list items for September 1, 2019. Key Contracting, Inc. was awarded the project and subsequently given a notice to proceed. Change order 1 increased the tree relocation cost due to a shortage of trees available for salvage within the project limits in the amount of $3,120.00. Change Order 2 covered additional rip rap, topsoil (cattail) removal from the site, and additional nonwoven geotextile for stabilization in the amount of $84,699.00. Change order 3 was developed to install the planned water line from the southwest water tank thru the drain 27 project to just north of Grayland. Ultimately this water main will tie to the water intake on the Sheyenne River at 52nd Avenue. The change order 3 amount is $427,492.82and is based upon the pricing provided by Key Contracting and has been reviewed and approved by the City's consultant AE2S and by the Water Utility Manager. Engineering recommends approval.

The Water Utility will provide the project funding.

Recommended Motion
Approve change order 3 for $427,492.82.

RK/klo

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

20a

City of Fargo Staff Report			
Title:	Lenthe's First Addition	**Date:** **Updated:**	2/27/2019 5/2/2019
Location:	2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043, and 3045 Main Avenue	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	East half of Lot 3 and all of Lots 4 through 10, Teigen's Addition, and a portion of the SW ¼ SE ¼ Sec. 2, T139N, R49W		
Owner(s)/Applicant:	Drew Lenthe Enterprises, Inc./ Houston Engineering—Curt Skarphol	**Engineer:**	Houston Engineering
Entitlements Requested:	**Minor Subdivision** (Replat of East half of Lot 3 and all of Lots 4 through 10, Teigen's Addition, and a portion of the SW ¼ SE ¼ Sec. 2, T139N, R49W of the 5th Principal Meridian, Cass County, North Dakota,)		
Status:	City Commission Public Hearing: May 6, 2019		

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

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Lenthe's First Addition** which is a replat of the East half of Lot 3 and all of Lots 4 through 10, Teigen's Addition, and a portion of the SW ¼ SE ¼ Sec. 2, T139N, R49W of the 5th Principal Meridian, Cass County, North Dakota.

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

Surrounding Land Uses and Zoning Districts:

- North: GC, General Commercial, with Burlington Northern Santa Fe railroad tracks; north across the tracks is zone LI, Limited Industrial, with warehouse use.
- East: GC, with commercial uses (auto sales)

- South: Across Main Avenue LI, Limited Industrial with warehouse, light manufacturing, and vacant land uses
- West: LI, Limited Industrial with limited industrial uses (propane gas distribution)

Area Plans:

No area plans apply.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Madison Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is not located within a designated neighborhood.

Parks: Jefferson Park (1904 4th Avenue S South) is located approximately over ¾ of a mile southeast of the subject property and offers the amenities of basketball , picnic table, playgrounds, and recreational trails, soccer, skatepark.

Pedestrian / Bicycle: There are no bicycle facilities along Main Avenue at this location.

Staff Analysis:

The plat will create three lots out of a combination of eight existing lots and unplatted land formerly owned by the BNSF Railroad. All of the property to be platted is zoned GC, General Commercial. No zone change is proposed. The area fronting Main Avenue is entirely developed with retail, restaurant, and convenience store uses.

ACCESS: All existing access points on Main Avenue will remain, as will the access point over North Dakota Department of Transportation-owned property to 27th Street to the east.

PUBLIC WATER AND SEWER: Public water and sewer are available in Main Avenue for Lots 1 and 2, Block 1 only. Though Lot 3, Block 1 has frontage on 27th Street South, a dedicated public street, this street is not served by public water and sewer mains, a situation the results from the reconstruction of this portion of Main Avenue to eliminate the frontage road. In order to deal with the situation that Lot 3 is not directly served by public water and sewer, the applicant has elected to modify Lot 2 by adding an easement for sewer and water that would connect Lot 3 with Main Avenue.

Staff believes that this portion of 27th Street South is one of few dedicated public streets in Fargo that does not have water and sewer mains.

CONTINGENCY REGARDING LOT 3: Staff recommends the plat be approved contingent on the applicant's adding a utility easement to the plat prior to plat recordation and subject to Engineering review.. This contingency is noted in the "Staff Recommendation" below.

SUBDIVISION

The LDC stipulates that the following criteria are 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 not located within an area plan. All of the properties within this plat are currently zoned GC, General Commercial. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received two phone calls from the public regarding this property. The callers had no objection. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(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)**

Staff Recommendation

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Lenthe's First Addition** subdivision plat, as presented with the contingency noted above regarding Lot 3, Block 1 as the proposal complies with the Go2030 Plan, Standards of Article 20-06, and all other applicable requirements of the LDC."

Planning Commission Recommendation: March 5, 2019

At the March 5, 2019, Planning Commission hearing, by a vote of 8-0 with three Commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff and recommended to the City Commission approval of the proposed **Lenthe's First Addition** subdivision plat, as presented,, as the proposal complies with the Go2030 Plan, Standards of Article 20-06, and all other applicable requirements of the LDC

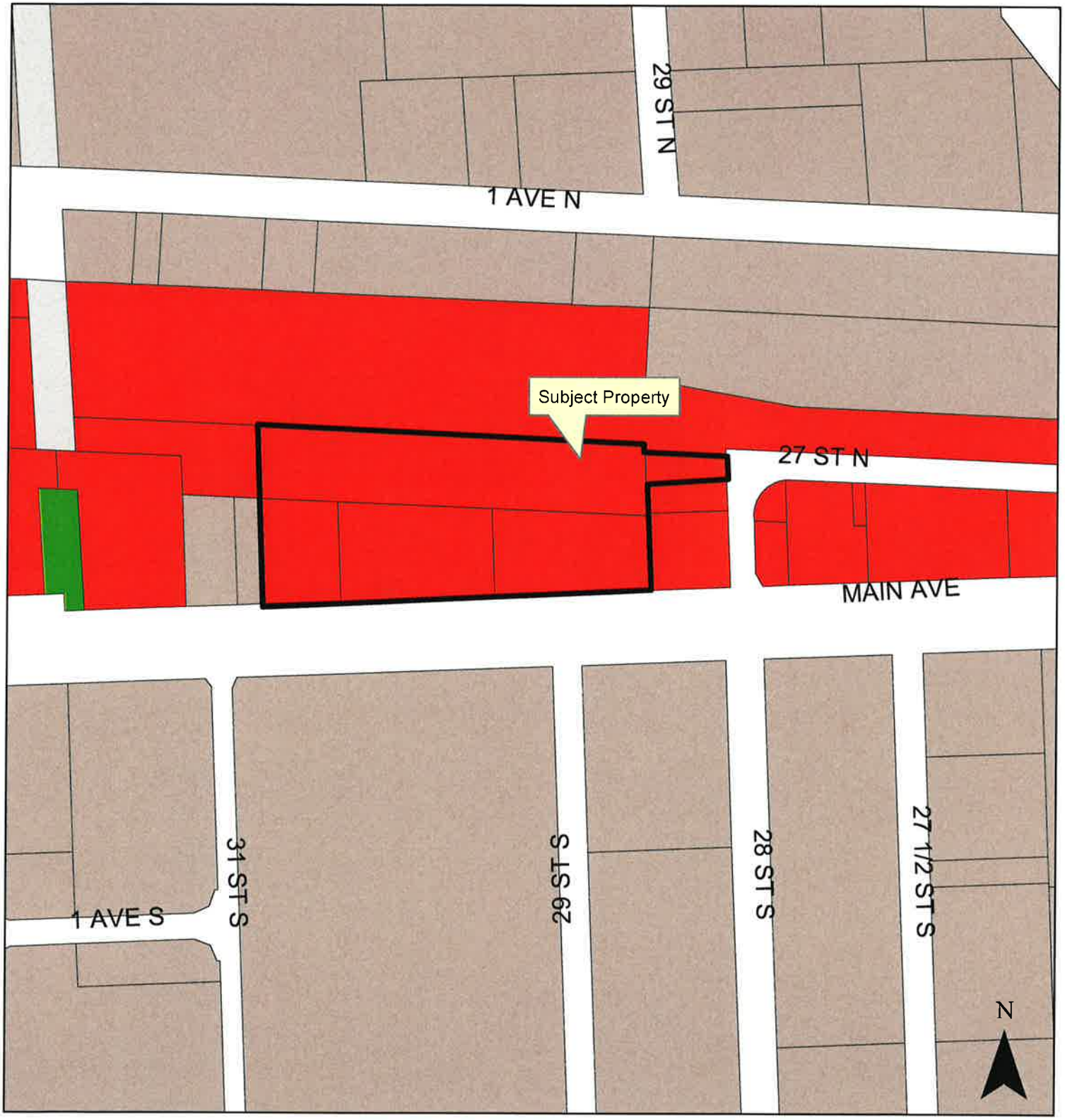
Attachments:

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

Plat (Minor)

Lenthes 1st Addition

2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043, and 3045 Main Avenue



THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GL, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

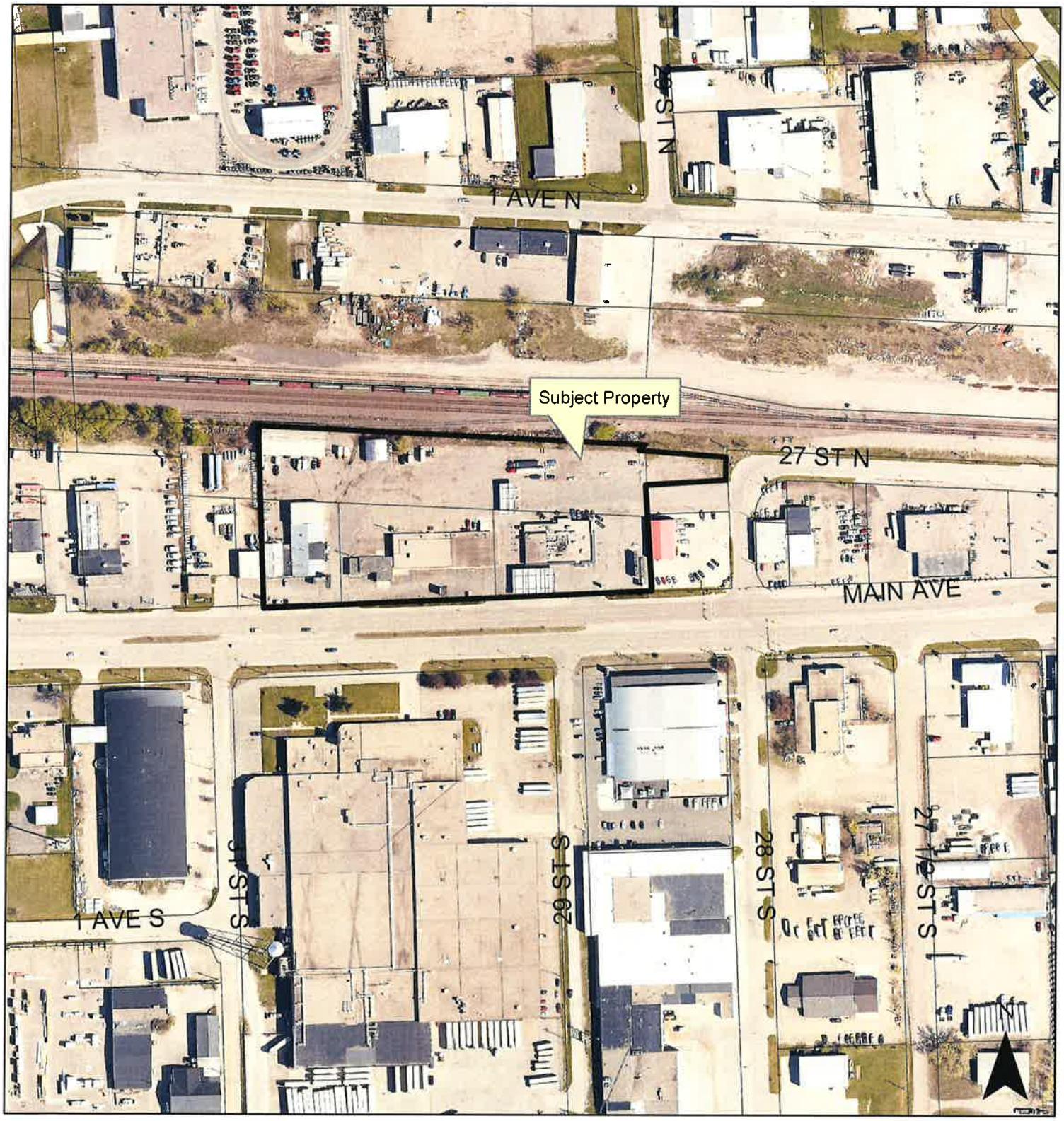
300 Feet

Fargo Planning Commission
March 5, 2019

Plat (Minor)

Lenthes 1st Addition

2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043, and 3045 Main Avenue



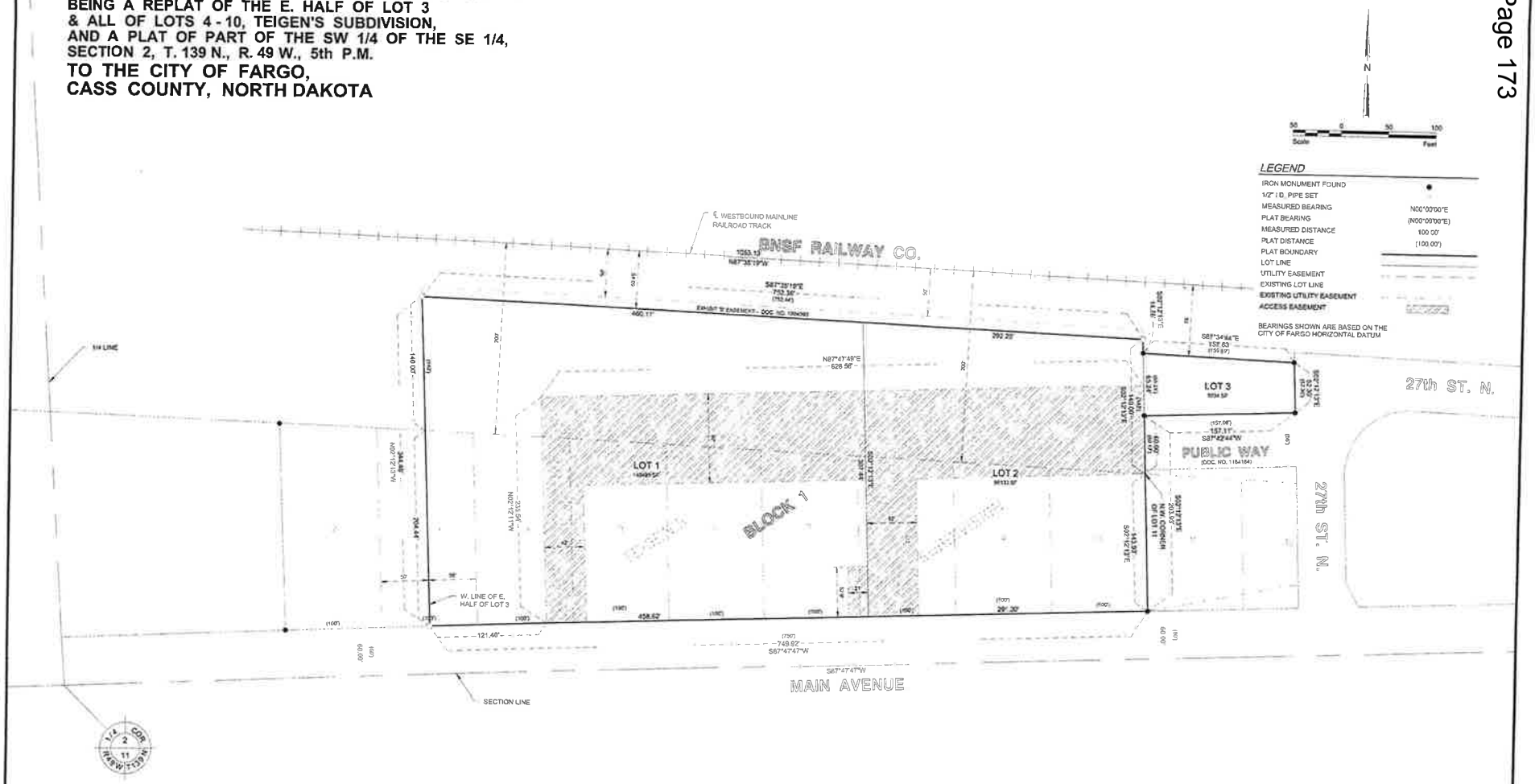
THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
March 5, 2019

LENTHE'S FIRST ADDITION

BEING A REPLAT OF THE E. HALF OF LOT 3
& ALL OF LOTS 4 - 10, TEIGEN'S SUBDIVISION,
AND A PLAT OF PART OF THE SW 1/4 OF THE SE 1/4,
SECTION 2, T. 139 N., R. 49 W., 5th P.M.
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



NOTE:
PROPERTY IS SITUATED IN ZONE X
(500-YEAR FLOODPLAIN) AS DEPICTED ON
FEMA FIRM PANEL 38017C0589G, DATED
JANUARY 15, 2015

Sheet 1 of 2
Project No. 6898-002

Houston Engineering Inc.
Phone: 701.237.5065

OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: That Drew Lenthe Enterprises, Inc., a North Dakota Corporation, is the owner and proprietor of the following described tract of land:

The East Fifty Feet of Lot Three and all of Lots 4, 5, 6, 7, 8, 9 and 10 of Teigen's Subdivision of the Southeast Quarter of Section Two, Township One Hundred Thirty-nine North, Range Forty-nine West of the Fifth Principal Meridian, Cass County, North Dakota.

AND

A parcel of land situated in the Southwest Quarter of the Southeast Quarter (SW1/4SE1/4) of Section Two (2), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West, of the Fifth Principal Meridian, Cass County, North Dakota, described as follows, to-wit:
Beginning at the Northeast corner of Lot Ten (10) in Teigen's Subdivision to the City of Fargo, North Dakota;
Thence Westerly along the Northerly line of said subdivision, also being the Southerly right of way line of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific railway company) Four Hundred (400.00') foot wide Charter right of way a distance of Seven Hundred Fifty Two and Forty Four Hundredths (752.44') feet, more or less, to a point on a line parallel to and Fifty (50.00') feet West of the East line of Lot Three (3) of said Teigen's Subdivision;
Thence North on the Northerly Extension of said parallel line One Hundred Forty (140.00') feet;
Thence Easterly parallel to the North line of said Teigen's Subdivision for a distance of Seven Hundred Fifty-Two and Forty-Four Hundredths (752.44') feet, more or less, to the Northerly extension of the East line of Lot Ten (10) of said Teigen's Subdivision;
Thence South on said Northerly extension One Hundred Forty (140.00') feet, to the Northeast corner of said Lot Ten (10), the Point of Beginning.

AND

That part of the unplatted former Burlington Northern Santa Fe Railway Company right-of-way located in the South Half of the Southeast Quarter of Section 2, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of Lot 11, Teigen's Subdivision to the City of Fargo, Cass County, North Dakota;
Thence North 02°12'13" West (assumed bearing), along the westerly line as extended north of said Lot 11, for a distance of 60.17 feet to the True Point of Beginning;
Thence continue North 02°12'13" West, along the westerly line as extended north of said Lot 11, for a distance of 65.24 feet to a point of intersection with a line lying 75.00 feet southerly of (as measured perpendicular to) the center line of the Burlington Northern Santa Fe Railway Company westbound mainline track;
Thence South 87°34'44" East, parallel with the centerline of said westbound mainline track, for a distance of 157.59 feet to a point lying 43.00 feet westerly of (as measured perpendicular to) the easterly line as extended north of Lot 12, said Teigen's Subdivision;
Thence South 02°12'13" East, parallel with the easterly line as extended north of said Lot 12, for a distance of 52.30 feet;
Thence South 87°42'44" West, parallel with the southerly line of said Lots 12 and 11, for a distance of 157.08 feet to the True Point of Beginning.

Said tract of land contains 5.621 acres, more or less.

And that said party has caused the same to be surveyed and platted and re-platted as **LENTHE'S FIRST ADDITION** to the City of Fargo, Cass County, North Dakota; and does hereby dedicate the Access Easements shown on the plat to the current and future owners of Lots 1 and 2, Block 1, and their successors and assigns.

OWNER:
Drew Lenthe Enterprises, Inc.
Drew Lenthe, President

Michael D. McNair

Michael D. McNair, Attorney-in-Fact
for Drew Lenthe, President

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:
I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 22ND day of FEBRUARY, 20 19.

Curtis A. Skarphol
Professional Land Surveyor No. 4723

CURTIS A. SKARPHOL LS-4723 PE-4723 Date 2/22/19 NORTH DAKOTA

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this _____ day of _____, 20____.

Brenda E. Derrig, City Engineer

FARGO PLANNING COMMISSION APPROVAL:
Approved by the City of Fargo Planning Commission this 5TH day of MARCH, 20 19.

Shara Fischer, Chair
Fargo Planning Commission

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo; and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____

State of North Dakota)
) ss
County of Cass)

On this 25TH day of February, 20 19, before me personally appeared Michael D. McNair, Attorney-in-Fact for Drew Lenthe, President of Drew Lenthe Enterprises, Inc., a North Dakota Corporation, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the said Corporation.

Notary Public: _____

MEGAN DOYLE
Notary Public
State of North Dakota
My Commission Expires Nov. 20, 2021

State of North Dakota)
) ss
County of Cass)

On this 22nd day of February, 20 19, before me personally appeared Curtis A. Skarphol, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: _____

JAYNE OLSON
Notary Public
State of North Dakota
My Commission Expires Nov 23, 2021

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me personally appeared Brenda E. Derrig, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: _____

State of North Dakota)
) ss
County of Cass)

On this 5TH day of MARCH, 20 19, before me personally appeared Shara Fischer, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: _____

ALBERT GIBSON
Notary Public
State of North Dakota
My Commission Expires Sept 16, 2021

LENTHE'S FIRST ADDITION

BEING A REPLAT OF THE E. HALF OF LOT 3 & ALL OF LOTS 4 - 10, TEIGEN'S SUBDIVISION, AND A PLAT OF PART OF THE SW 1/4 OF THE SE 1/4, SECTION 2, T. 139 N., R. 49 W., 5th P.M.

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

W:\Fargo\2018\06898.000\Civil\Plat\6898_000_Lenthe_Final_Addition_Final_Plat.dwg

Sheet 2 of 2
Project No. 6898-002

Houston Engineering Inc.
Phone: 701.237.5065

206

City of Fargo Staff Report			
Title:	Inland Truck Parts Company 2nd Addition	**Date:** **Update:**	3/25/2019 5/1/2019
Location:	3525 & 3545 38th Street South	**Staff Contact:**	Aaron Nelson
Legal Description:	Lot 1, Block 1, Inland Truck Parts Company Addition		
Owner(s)/Applicant:	Inland Truck Parts Company/Brian Pattengale, Houston Engineering, Inc.	**Engineer:**	Houston Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 1, Block 1, Inland Truck Parts Company Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: May 6, 2019		

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

Proposed
Land Use: Unchanged
Zoning: Unchanged
Uses Allowed: Unchanged
Maximum Density Allowed: Unchanged

Proposal:

The applicant is seeking City approval of a minor subdivision plat entitled *Inland Truck Parts Company Second Addition*, which would replat one existing lot into two new lots. The proposed Lot 2 is 9.6 acres and would contain the currently developed portion of the subject property. The proposed Lot 1 is 2.1 acres and is currently vacant. In total, the subject property encompasses approximately 11.8 acres.

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

Surrounding Land Uses and Zoning Districts:

- North: LI, Limited Industrial, with Industrial Services use
- East: Across 38th Street South is Interstate 29
- South: LI, Limited Industrial, with Industrial Services use
- West: Across 39th Street South is LI, Limited Industrial, with Industrial Service uses

Area Plans:

The subject property is located within the Proposed Future Land Use in Southwest Fargo, July 2003 Area Plan, which is an amendment of the Southwest Area Plan as contained within the *Urban Fringe and Extraterrtorial Area of the City of Fargo* land use plan. Within this plan, the subject property is identified as being appropriate for industrial land use.

Schools and Parks:

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

Neighborhood: The subject property is located in the Pointe West Neighborhood.

Parks: There are no parks located within a quarter-mile of the subject property.

Pedestrian / Bicycle: There is a trail located on the west side of 42nd Street South, which connects to the metro area bikeway system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   This subdivision is intended to plat two legal lots for office/commercial development. The proposed use is consistent with the existing zoning and the growth plan for the area. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

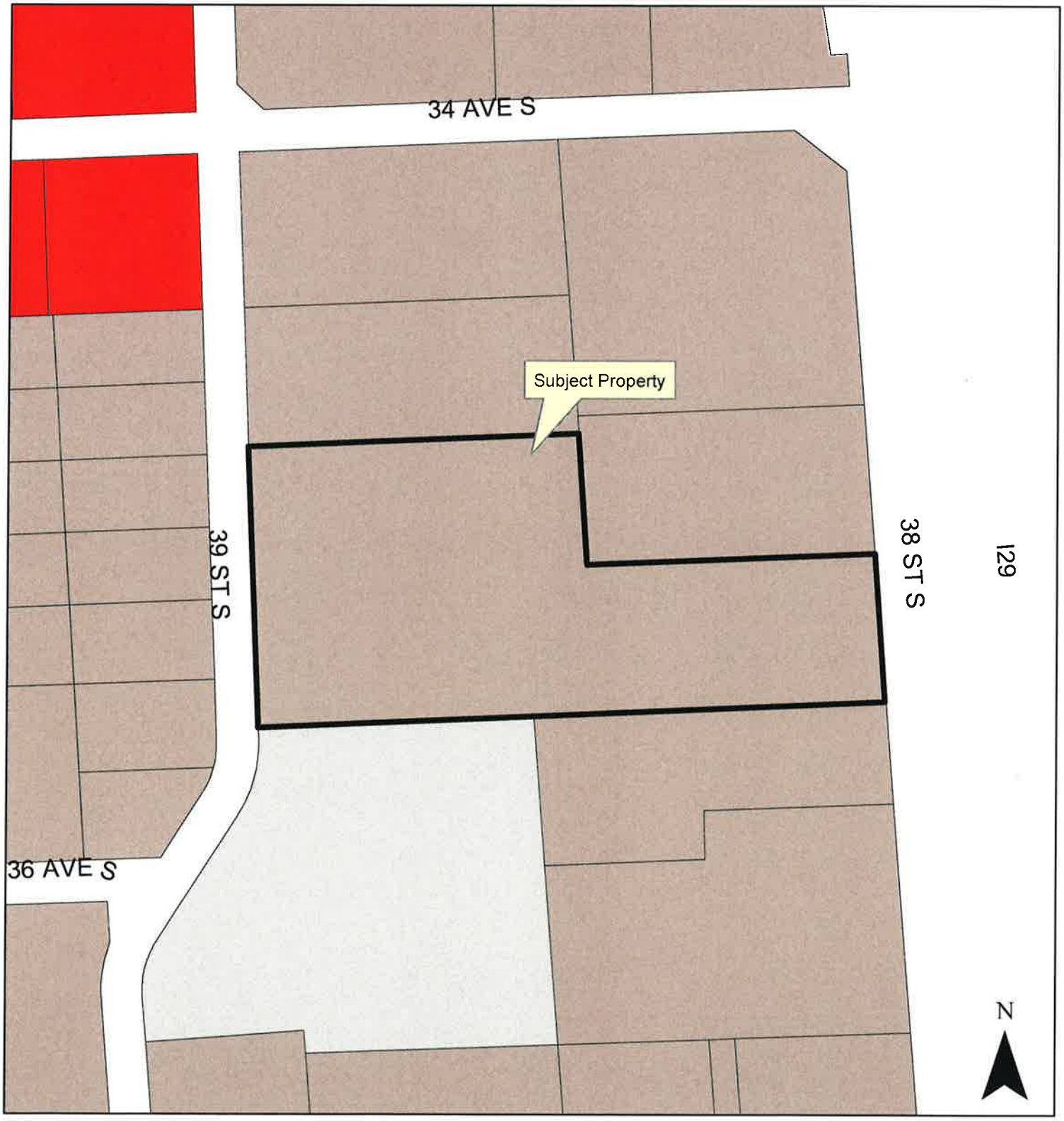
2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed *Inland Truck Parts Company Second Addition* subdivision as presented; as the proposal complies with the adopted Area Plan, Standards of Article 20-06 of the, and all other applicable requirements of the Land Development Code."
Planning Commission Recommendation: April 2, 2019
On April 2, 2019, with a vote of 10 to 0, the Planning Commission accepted the findings and recommendations of staff and recommend approval to the City Commission of the proposed *Inland Truck Parts Company Second Addition* subdivision as presented; as the proposal complies with the adopted Area Plan, Standards of Article 20-06 of the, and all other applicable requirements of the Land Development Code.
Attachments:
1. Zoning Map 2. Location Map 3. Subdivision Plat

Plat (Minor)

Inland Truck 2nd Addition

3525 38th Street South



THE CITY OF Fargo FAR MORE

Legend

AG LC MHP SR-2
DMU LI NC SR-3
GC MR-1 NO SR-4
GL MR-2 P/I SR-5
GO MR-3 UMU City Limits

300 Feet

Fargo Planning Commission
April 2, 2019

Plat (Minor)

Inland Truck Parts Company 2nd Addition

3525 38th Street South

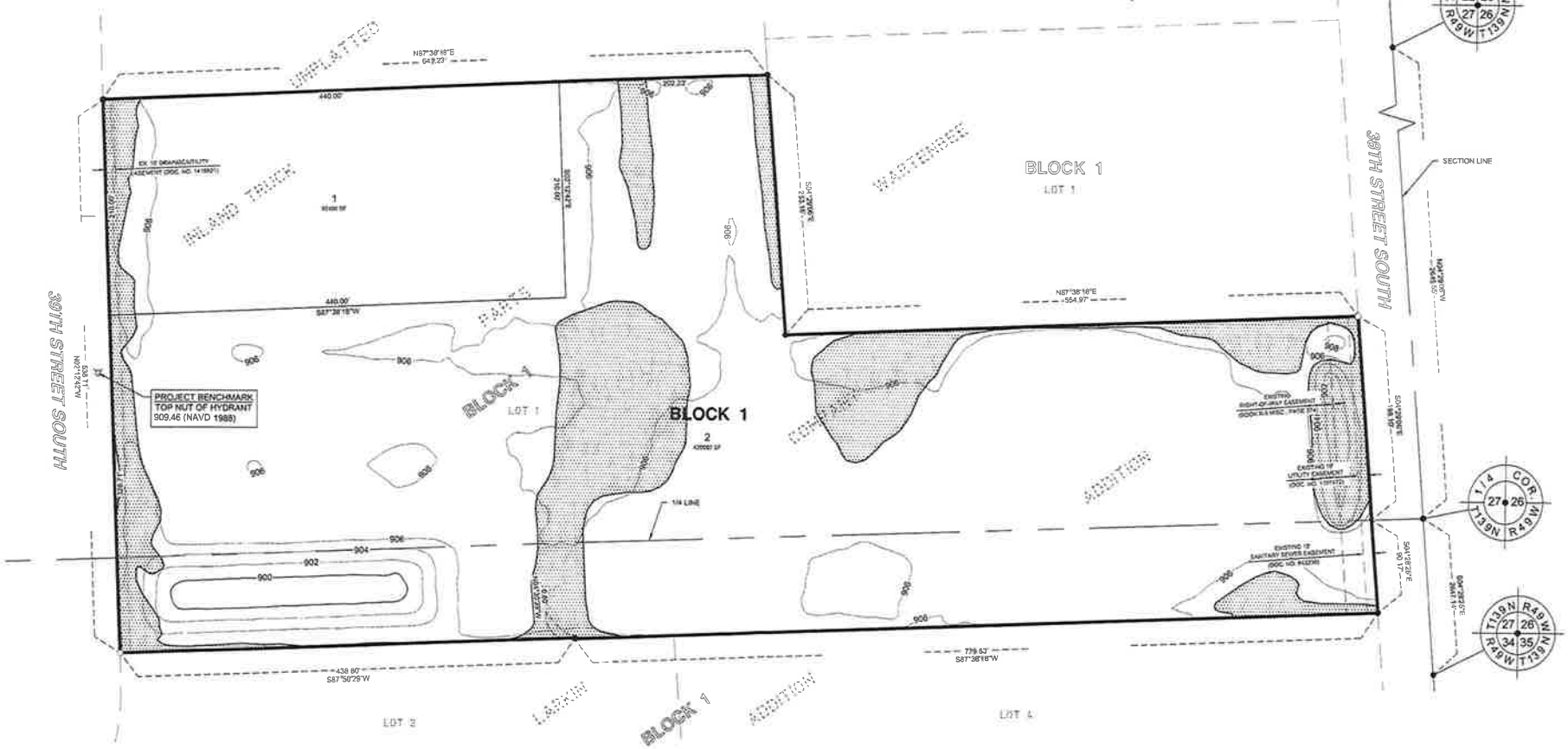
THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
April 2, 2019

INLAND TRUCK PARTS COMPANY SECOND ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 1, INLAND TRUCK PARTS COMPANY ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
MEASURED DISTANCE	100.00'
PLAT BOUNDARY	
LOT LINE	
EXISTING LOT LINE	
EXISTING UTILITY EASEMENT	
AREA WITHIN FEMA 100-YEAR FLOODPLAIN	

BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO HORIZONTAL DATUM

NOTES:

1. PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0778G & 38017C0779G, DATED JANUARY 16, 2015.
2. BASE FLOOD ELEVATION = 905.7' (NAVD 1988)

N

50 0 50 100
Scale Feet

Sheet 1 of 2
Project No. 7846-002

Houston Engineering Inc.
Phone: 701.237.5065

INLAND TRUCK PARTS COMPANY SECOND ADDITION

BEING A REPLAT OF LOT 1, BLOCK 1, INLAND TRUCK PARTS COMPANY ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:
KNOW ALL PERSONS BY THESE PRESENTS: That Inland Truck Parts Company, a Minnesota corporation, is the owner and proprietor, and that Commerce Bank, a Missouri state chartered trust company, is a mortgagee of all of Lot 1, Block 1, Inland Truck Parts Company Addition to the City of Fargo, Cass County, North Dakota.

Said tract of land contains 11.765 acres, more or less.

And that said party has caused the same to be surveyed and replatted as **Inland Truck Parts Company Second Addition** to the City of Fargo, Cass County, North Dakota.

OWNER:
Inland Truck Parts Company

Greg Klein, President and Chief Executive Officer

State of Kansas)
) ss
County of Johnson)

On this 20th day of March, 20 19 before me personally appeared Greg Klein, President and Chief Executive Officer of Inland Truck Parts Company, a Minnesota corporation, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of the said corporation.

Notary Public: Cheryl Ruder

CHERYL A. RUDER
Notary Public - State of Kansas
My Appointment Expires
3/26/2022

MORTGAGEE:
Commerce Bank

By: JEFFREY M. TURNER
Title: SENIOR VICE PRESIDENT

State of Missouri)
) ss
County of Jackson)

On this 22nd day of March, 20 19 before me personally appeared Jeff Turner, Service President for Commerce Bank, a Missouri state chartered trust company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he/she executed the same on behalf of said trust company.

Notary Public: Julie A. England

JULIE A. ENGLAND
Notary Public - Notary Seal
State of Missouri
Commission Number 14407736
My Commission Expires May 4, 2019

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:
I, James A. Schlieman, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 29th day of March, 20 19.

James A. Schlieman, Professional Land Surveyor No. 6066

JAMES A. SCHLIEMAN
LS-6066
3/29/19
NORTH DAKOTA

State of North Dakota)
) ss
County of Cass)

On this 29 day of March, 20 19 before me personally appeared James A. Schlieman, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Bjanca Hendricks

D. JANAE HAZEMA
Notary Public
State of North Dakota
My Commission Expires May 30, 2023

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this _____ day of _____, 20____.

Brenda E. Derrig, City Engineer

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____ before me personally appeared Brenda E. Derrig, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same as her free act and deed.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:
Approved by the City of Fargo Planning Commission this 2nd day of April, 20 19.

Shara Fischer, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this 2nd day of April, 20 19, before me personally appeared Shara Fischer, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: Miranda Wolf

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires Mar 18, 2023

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____ before me personally appeared Timothy J. Mahoney, Mayor, City of Fargo; and Steven Sprague, City Auditor, City of Fargo, known to me to be the persons who are described in and who executed the within instrument and acknowledged to me that they executed the same on behalf of the City of Fargo.

Notary Public: _____

H:\Fargo\MKT\0007\0446\0446_0002\CAD\Final\FINAL PLAT_Inland Truck Prts 2nd.dwg Plot: 2/26/34 (2) 3/15/2019 11:01 AM (jashaug)

Sheet 2 of 2
Project No. 7846-002

Houston Engineering Inc.
Phone: 701.237.5065

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (23)

Improvement District No. BN-18-K1 Type: Time Extension (CO #3)

Location: Sheyenne Loop Date of Hearing: 4/29/2019

Routing	Date
City Commission	5/6/2019
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension due weather related delays.

Fox Underground has requested a 9 calendar day time extension due to cold weather related delays that caused conditions to be unsuitable for the placement of concrete as well as the time between January 15, 2019 to April 29, 2019 due to winter suspension. Staff has reviewed the request and is recommending approval of the time extension as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 26, 2018 **Final – January 15, 2019**	**Substantial – October 26, 2018** **Final – May 8, 2019**

On a motion by Tim Mahoney, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension as described above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #3).

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, PE
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: April 18, 2019

Re: Improvement District No. BN-18-K1 – Time Extension (CO #3)

Background:

Improvement District No. BN-18-K1 is for is for new construction of underground utilities, concrete pavement, street lights and incidentals on Sheyenne Loop North.

Fox Underground is the Contractor for this project. They are requesting a 9 calendar day time extension due to cold weather related delays last fall. Engineering Staff concurs with this request of a 9-day time extension to the Final Completion Date as the weather conditions were unsuitable for the placement concrete on frozen ground. The original Final Completion Date for the placement of the driveways was November 15, 2018. A previously approved Change Order revised the Final Completion Date to January 15, 2019. It is anticipated that winter suspension for this Improvement District will be lifted on Monday April 29, 2019. The time between January 15, 2019 and April 29, 2019 will be added to the final completion due to winter suspension.

After evaluating the delays caused by cold weather, I am recommending an extension of 9 calendar days to the final completion. This will revise the Final Completion Date to May 8, 2019.

Recommended Motion:

Approve Change Order #3 for the time extension to the Final Completion Date as shown below:

Original Completion Dates	Revised This Memo
Substantial – October 26, 2018 **Final – January 15, 2019**	**Substantial – October 26, 2018** **Final – May 8, 2019**

JTL\KLO
Attachments

FX UNDERGROUND

April 12th, 2019

Jason Leonard
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Request for Additional time to complete contract

We are requesting additional time for the substantial completion of Improvement District # BN-18-K1 Storm Sewer, PC Concrete Paving, Street Lights and Incidentals.

In November we were shut down early due to day time temperature below freezing, starting November 7th. From this we lost 9 days that would've allowed us to finish the concrete approaches. We are asking for an additional 9 days because of the weather delay.

Secondly, we are preemptively asking for additional time due to not being able to start work. At this time, we do not know how much time until the frost has come out of the ground and the weather allows us to start work. With the late spring due to snow and frozen ground we are unable to start work and it will be after April 15th before we are able to start work. The week of March 24th we did remove snow that was covering the approaches to create the best environment possible for the ground to thaw. The main part of the work left to be completed is the approaches which were not able to be completed due to the early onset of freezing temperatures in the fall. Once we are able to start, we will have the exact number of days we are delayed.

Thank you for your consideration.

Sincerely,

Scott Sanders
Vice President

701.492.2778 PO Box 739, West Fargo, ND 58078 Fax: 701.532.0351

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-18-K1	**Change Order No**	3
Project Name	Storm Sewer, PC Concrete Paving, Street Lights & Incidentals		
Date Entered	4/18/2019	**For**	Fox Underground

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: Change Order # 3 - Time Extension Request

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	37,845.00
Previous Change Orders ($)	302,391.31
Original Contract Amount ($)	340,236.31
Total Contract Amount ($)	

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/26/2018	01/15/2019	0.00	113.00	10/26/2018	05/08/2019

+ GF 4-22-19

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

Fox Underground is the Contractor for this project. They are requesting a 9 calendar day time extension due to cold weather related delays last fall. Engineering Staff concurs with this request of a 9 day time extension to the final completion date as the weather conditions were unsuitable for the placement concrete on frozen ground. The original final completion date for the placement of the driveways was November 15, 2018. A previously approved change order revised the final completion date to January 15, 2019. It is anticipated that winter suspension for this improvement district will be lifted on Monday April 29, 2019. The time between January 15, 2019 and April 29, 2019 will be added to the final completion due to winter suspension.

After evaluating the delays caused by cold weather, I am recommending an extension of 9 calendar days to the final completion. This will revise the final completion date to May 8, 2019.

APPROVED

For Contractor

Title President

APPROVED DATE

Department Head

Mayor 5/1/19

Attest

x CE 4-22-19

REPORT OF ACTION

24

UTILITY COMMITTEE

Improvement District: NR-17-B1

Type: Change Order #4 (ICS, Inc.)

Location: Broadway Interceptor SSO Reduction Project (LS #1 & 2)

Date of Hearing: 5-1-2019

Routing	Date
City Commission	5-8-2019
Project File	

Jim Hausauer Wastewater Utility Director presented attached memo and Change Order #4 from ICS, Inc. for Improvement District NR-17-B1. If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows (SSO's) and backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding.

Historically, the sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events and flooding, which exceeded the capacity of the existing lift stations and Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift station 1 and 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #4 consists of the following items:

1. Lift Station #1: The suction piping was replaced with expansion joints and new sections of pipe to coordinate the new pumps with the existing piping layout.
2. Lift Station #2: A flow meter will be installed to the existing piping to allow staff to monitor and track the discharge flow from the station.
3. Lift Station #2: The pump discharge piping needs to be modified with the installation of a reducing expansion joint and pipe section to simplify the discharge piping to reduce vibration.
4. Lift Stations #1 & 2: Access platforms will be installed in both lift stations to provide permanent platforms for maintenance and to safely access the installed equipment (flow meters, electric valves, and air release valves).

Change Order	Federal (75%)	State (10%)	City (15%)	Special Assessment
$157,709.00	$118,281.75	$15,770.90	$18,550.72	$5,105.63

As per the HMGP Funding formula, the City of Fargo will be responsible for $18,550.72 which will be funded with Wastewater Infrastructure Sales Tax Fund 455.

MOTION:

On a motion by Troy Hall, seconded by Kent Costin, the Utility Committee voted to approve Change Order #4 from ICS, Inc. for Improvement District NR-17-B1.

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

ATTEST:

Jim Hausauer
Wastewater Utility Director

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

THE CITY OF Fargo FAR MORE

Wastewater Treatment Plant
3400 North Broadway
Fargo, ND 58102
Office: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

MEMORANDUM

May 2nd, 2019

To: Utility Committee

From: Jim Hausauer, Wastewater Utility Director

Re: Improvement District (ID) NR-17-B1
ICS, Inc. - Change Order #4
Broadway Interceptor SSO Reduction Project

Background

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local. The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

ID NR-17- B1

Historically, sanitary Lift Station (LS) 1 & 2 service areas (SA) have experienced issues with wet weather flows during extreme rain events, which exceeded the capacity of the existing lift stations and the Broadway Interceptor. The NR-17-B improvements include the construction of new wet weather lift stations that are attached to the existing sanitary lift stations 1 & 2. Along with the new construction, improvements/replacement of various components within the existing lift stations are to be included with this improvement district.

Change Order #4

Change Order #4 consists of the following items:

1. Lift Station #1: The suction piping between the isolation valve and pumps was replaced with expansion joints and new sections of pipe to coordinate the new pumps with the existing piping layout on all three pumps. ($19,879)
2. Lift Station #2: A flow meter will need to be installed to the existing piping to allow the discharge flow from the station to be tracked and monitored. ($29,720)
3. Lift Station #2: The pump discharge piping needs to be modified with the installation of a reducing expansion joint and a pipe section that will replace the existing fittings to simplify the existing pipe installation and reduce the vibration that is being observed in the discharge piping. ($18,476)
4. Access platforms will be installed in both wet weather stations 1 & 2 to provide permanent platforms for maintenance access to the installed equipment (flow meters, electric valves, and air release valves). Without the platforms future maintenance would need to be conducted on ladders or staff lowered to maintenance areas. ($89,634)

Change Order #4	Federal (75%)	State (10%)	City (15%)	Special Assessment
$157,709.00	$118,281.75	$15,770.90	$18,550.72	$5,105.63

As per the HMGP Funding formula, the City of Fargo will be responsible for $18,550.72 which will be funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve attached Change Order #4 for Improvement District NR-17-B1 from ICS, Inc. for an increase of $157,709.

www.ae2s.com

April 26, 2019

Mr. Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Change Order No. 4
Contract No. 1 Broadway Interceptor Wet Weather Improvements
Improvement District NR-17-B

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 4 for the above-referenced project for your review and approval. This Change Order pertains to the following changes:

1. The suction piping at Lift Station No. 1, between the isolation valves and pumps, was replaced with expansion joints and new spool sections of pipe to coordinate the new pumps with the existing piping layout on all three pumps.
2. A flow meter will be added to the existing Lift Station No. 2 to allow the discharge flow from the lift station to be tracked and monitored. With the installation of the flow meter the vertical section of ductile iron pipe (approximately 16 ft) will be replaced with a new section of pipe.
3. The pump discharge piping at Lift Station No. 2 will be modified with the installation of a reducing expansion joint and pipe spool that will replace the existing fittings to simplify the piping installation and reduce the vibration that has been observed in the pump discharge piping.
4. Access platforms will be installed in WS1 and WS2 to provide permanent platforms for maintenance access to the installed equipment (flow meters, electric valves, and air release valves). At WS1 the platform will be accessed from the stair landing a section of handrail will be removed where the platform joins the stairs.

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

Item	Cost
1. LS1 Pump Suction Piping Modification	$19,879.00
2. LS2 Flow Meter Addition	$29,720.00
3. LS2 Pump Discharge Piping Modification	$18,476.00
4. WS1 & WS2 Access Platforms	$89,634.00
Total for Change Order No. 4 =	**$157,709.00**

Advanced Engineering and Environmental Services, Inc.
3101 Frontage Road South • Moorhead, MN 56560 • (t) 218-299-5610 • (f) 218-299-5611

The funding summary for this change order includes the following:

- FEMA: $118,281.75
- State HMGP: $15,770.90
- City Sales Tax: $18,550.72
- Special Assessment: $5,105.63

Upon the City of Fargo's acceptance of Change Order No. 4, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to ICS, Inc. and will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

AE2S

Ben Julson, PE
Project Engineer

Change Order

No. 4

Date of Issuance: 05/06/2019 **Effective Date:** 05/06/2019

Project: Broadway Interceptor Wet Weather Improvements – Phase III	**Owner**: City of Fargo	**Owner's Contract No.:** NR-17-B
Contract: Contract No. 1 – General Contractor		**Date of Contract:** July 3, 2017
Contractor: ICS, Inc.		**Engineer's Project No.:** P00803-2014-000

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

Description: See attached Description of Work.

Attachments: Description of Work

Supporting documents for Change Order Items

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 4,970,950.00

[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 0 to No. 3:

$ 352,257.62

Contract Price prior to this Change Order:

$ 5,323,207.62

[**Increase**] [~~Decrease~~] of this Change Order:

$ 157,709.00

Contract Price incorporating this Change Order:

$ 5,480,916.62

CHANGE IN CONTRACT TIMES:

~~Original Contract Times: ☒Working days X Calendar days~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0:~~

~~Substantial completion (days):~~ 0

~~Ready for final payment (days):~~ 0

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~[Increase] [Decrease] of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date:	Date:	Date:

Approved by Funding Agency (if applicable): Date:

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Contract No. 1 - Change Order No. 4 Description of Work

The following is a description of the work contained within Change Order No. 4:

1. The suction piping at Lift Station No. 1, between the isolation valves and pumps, was replaced with expansion joints and new spool sections of pipe to coordinate the new pumps with the existing piping layout on all three pumps.
2. A flow meter will be added to the existing Lift Station No. 2 to allow the discharge flow from the lift station to be tracked and monitored. With the installation of the flow meter the vertical section of ductile iron pipe (approximately 16 ft) will be replaced with a new section of pipe.
3. The pump discharge piping at Lift Station No. 2 will be modified with the installation of a reducing expansion joint and pipe spool that will replace the existing fittings to simplify the piping installation and reduce the vibration that has been observed in the pump discharge piping.
4. Access platforms will be installed in WS1 and WS2 to provide permanent platforms for maintenance access to the installed equipment (flow meters, electric valves, and air release valves). At WS1 the platform will be accessed from the stair landing a section of handrail will be removed where the platform joins the stairs.

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

Item	Cost
1. LS1 Pump Suction Piping Modification	$19,879.00
2. LS2 Flow Meter Addition	$29,720.00
3. LS2 Pump Discharge Piping Modification	$18,476.00
4. WS1 & WS2 Access Platforms	$89,634.00
Total for Change Order No. 4 =	**$157,709.00**

Change Item No. 1

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

04/18/19

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Modify LS1 Pump Suction Pipe

Mr. Julson,

The attached pricing represents the costs to remove and replace components related to the LS1 pump suction piping.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Labor	LS	1.00	$4,860.00	$4,860.00
Equipment	LS	1.00	$1,230.00	$1,230.00
Material	LS	1.00	$13,789.00	$13,789.00
			TOTAL PRICE:	$19,879.00

Pricing includes:

- 3 each, 12" FL Filled Arch w/ 316 CR & Rings
- 3 each, 12" FLxFL DIP 0'-10 3/8'
- Misc. Gaskets, Bolts, Nuts

If you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,

Gary Beeter
ICS, Inc.
Vice President

Change Item No. 2

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

04/18/19

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Install New Flow Meter in LS2

Mr. Julson,

We have included 2 options to add a flow meter in the discharge piping at LS2. Option #1 is adding the flowmeter in the existing pipe using megalug style flanges. Option #2 is adding a flowmeter by removing the existing piece of pipe between the 90-degree bend and the tee, then replacing it with new pipe lined with P401.

Option #1

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Labor	LS	1.00	$8,100.00	$8,100.00
Equipment	LS	1.00	$1,560.00	$1,560.00
Material	LS	1.00	$19,968.00	$19,968.00
			TOTAL PRICE:	$29,628.00

Pricing includes:

- 2 each, 16" Maga-Flange
- 1 each, 16" Flanged Rosemount Mag Meter
- Misc. Gaskets, Bolts, Nuts

Option #2

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Labor	LS	1.00	$6,480.00	$6,480.00
Equipment	LS	1.00	$820.00	$820.00
Material	LS	1.00	$22,420.00	$22,420.00
			TOTAL PRICE:	$29,720.00

Pricing includes:

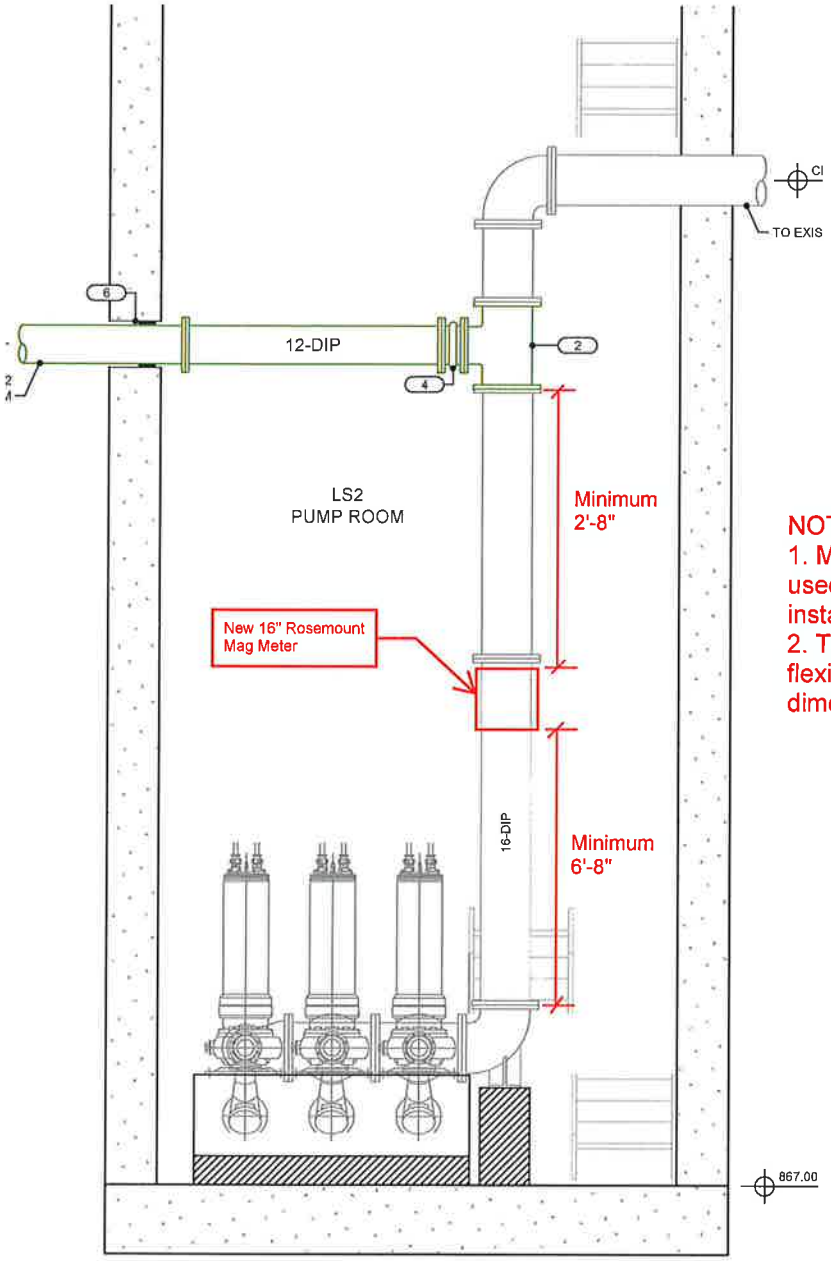
- 1 each, 16" x 8' Ductile Iron Pipe lined with P401
- 1 each, 16" Flanged Rosemount Mag Meter
- 1 each, 16" x 8'-6" Ductile Iron Pipe lined with P401
- Misc. Gaskets, Bolts, Nuts

If you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,

Gary Beeter
ICS, Inc.
Vice President

LS2 Added Flow Meter



1 LS2 P2 WET WELL AND DRY PIT PROCESS PIPE SECTIONS

12" 0 1' 2' 3' 4' 5' 6' 7'

NOTES:
1. Megalug, or similar style, flanges shall be used for any new flanges added for the installation of the flow meter.
2. The flow meter location has some flexibility, but must adhere to the minimum dimensions shown.

Change Item No. 3

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

04/18/19

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – Modify LS2 Pump Discharge Piping

Mr. Julson,

The attached pricing represents the costs to remove and replace components related to the LS2 pump discharge piping.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Labor	LS	1.00	$3,240.00	$3,240.00
Equipment	LS	1.00	$350.00	$350.00
Material	LS	1.00	$14,886.00	$14,886.00
			TOTAL PRICE:	$18,476.00

Pricing includes:

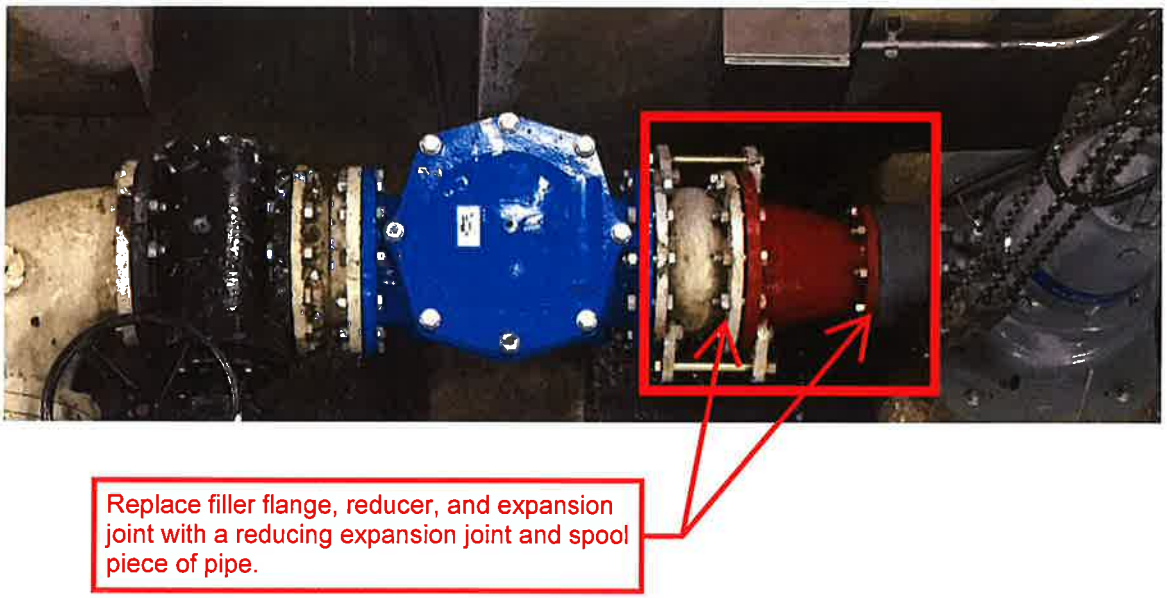
- 3 each, 10"x6" FL O/A Expansion Joint with 316 CR & Rings
- 3 each, 10" FLxFL DIP 0'-11' P401 Lined
- Misc. Gaskets, Bolts, Nuts

If you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,

Gary Beeter
ICS, Inc.
Vice President

LS2 Pump Discharge Piping Assembly



Notes:

1. New 6"x10" flanged eccentric reducing expansion joint shall be attached to pump discharge. (Expansion joint shall be Mercer Rubber Co. Style FER501, or similar)
2. New spool piece shall be flanged and interior coated similar to the new DIP.

Change Item No. 4

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

04/25/19

AE2S
Attn: Ben Julson
3101 Frontage Rd S.
Moorhead, MN 56560

Re: Broadway Interceptor WWI-Phase III – New Platforms

Mr. Julson,

The attached pricing is to install the platforms as shown on the drawings sent in the email dated 04/23/19. The pricing includes the platforms in WS2 pump station (SE corner & NW corner) and the extended platform in WS1.

DESCRIPTION	U.M.	UNITS	UNIT PRICE	EXT. PRICE
Labor	LS	1.00	$21,401.00	$21,401.00
Equipment	LS	1.00	$4,250.00	$4,250.00
Material	LS	1.00	$63,983.00	$63,983.00
			TOTAL PRICE:	$89,634.00

Pricing includes:

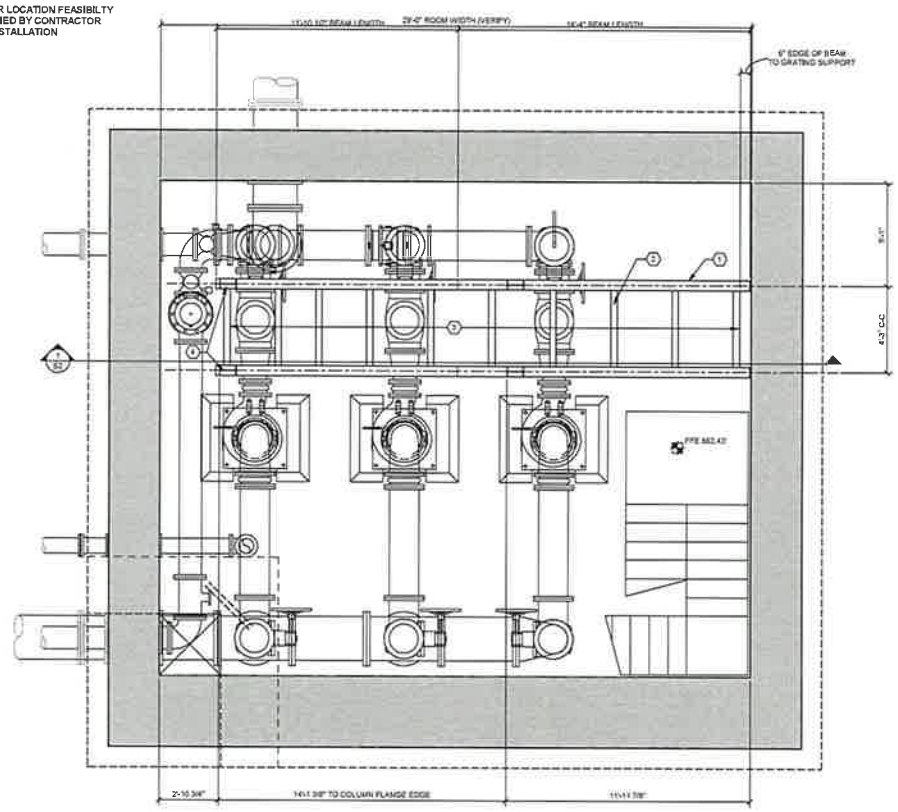
- Labor & Equipment to install the platforms.
- Material includes structural steel, grating, handrail, connecting hardware and anchor bolts.

If you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,

Gary Beeter
ICS, Inc.
Vice President

ALL MEMBER LOCATION FEASIBILTY TO BE VERIFIED BY CONTRACTOR PRIOR TO INSTALLATION



1 S1 PUMP LEVEL PLAN
3/8" = 1'-0"

CONSTRUCTION NOTES

1. I10 X 10.3 ALUMINUM BEAM - SEE SPECS
2. CS8X5.79 ALUMINUM BEAM - SEE SPECS
3. 1" X 1/8" ALUMINUM BAR GRATING - SEE SPECS
4. I10X10.3 COLUMN - SEE SPECS

PLAN NOTES

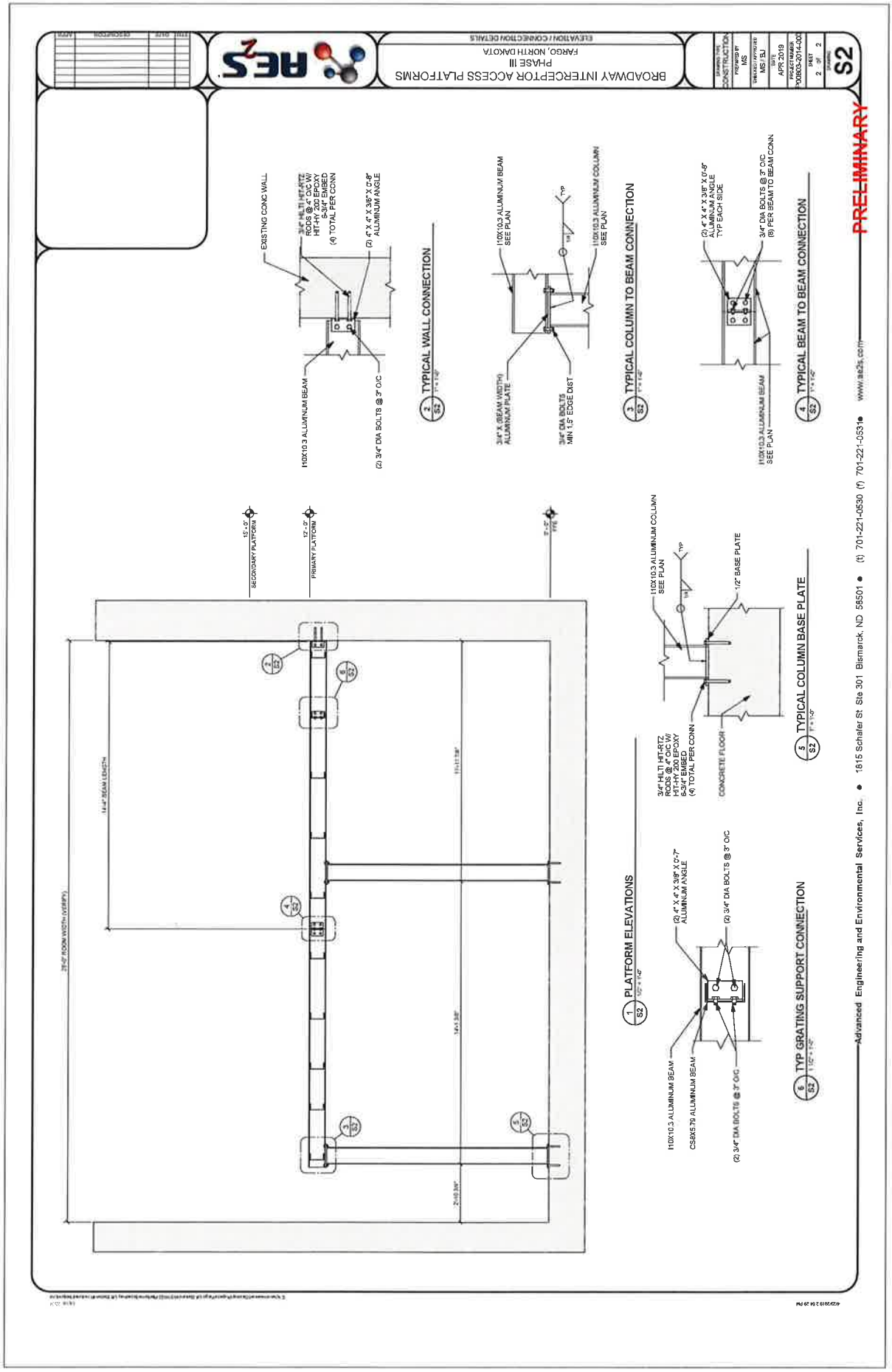
1. INSTALL RAILING ALONG EDGES OF PLATFORM SEE SPECS
2. PROVIDE ADDITIONAL LENGTH OF 2" SQUARE ALUMINUM TUBING ON TOP OF EXISTING PLATFORM KICKPLATE AND GRATING TO TRANSVERSE GAP BETWEEN EXISTING WALKWAY PLATFORM AND NEW ACCESS PLATFORM. CONTRACTOR TO VERIFY NECESSARY GRATING AMOUNT AND CONNECTION LOCATION IN FIELD

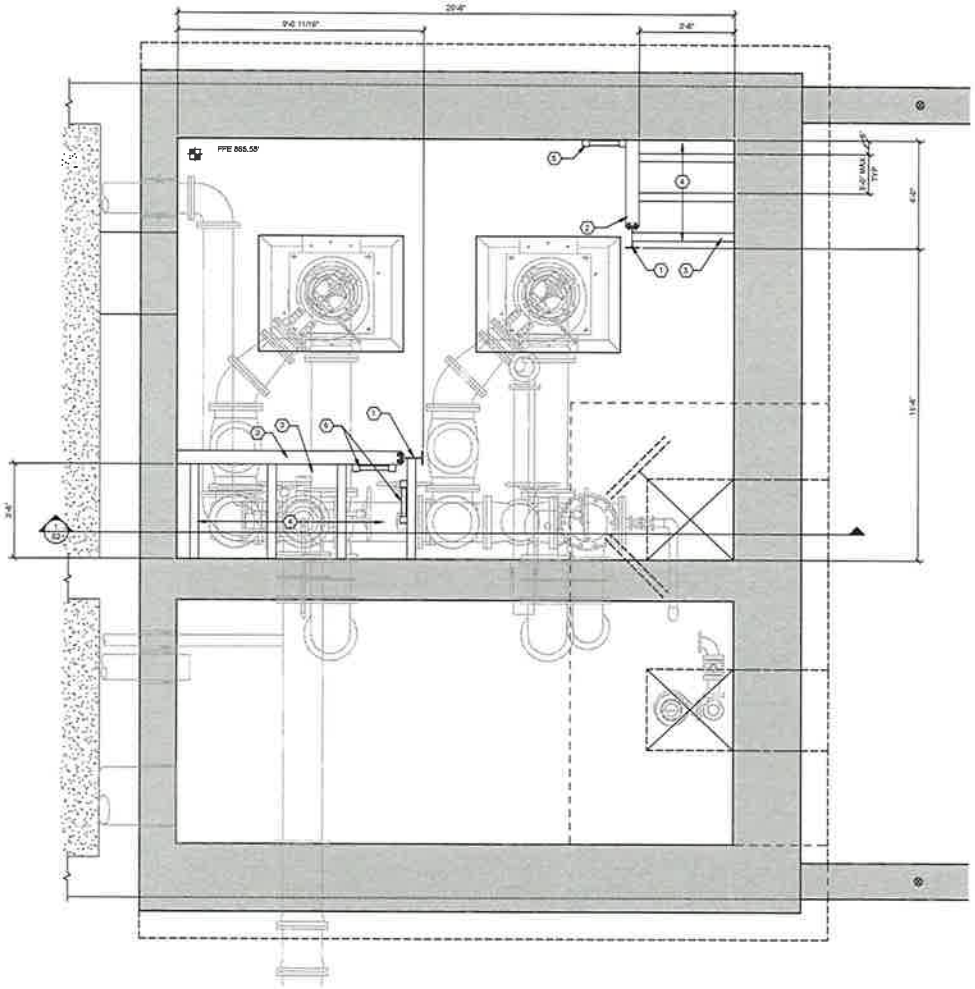
BROADWAY INTERCEPTOR ACCESS PLATFORMS
PHASE III
FARGO, NORTH DAKOTA
PRIMARY PLATFORM

DRAWING TYPE: CONSTRUCTION
PREPARED BY: MS
CHECKED / APPROVED: MS / BJ
DATE: APR 2019
PROJECT NUMBER: P00803-2014-000
SHEET: 1 of 2
DRAWING: S1

Advanced Engineering and Environmental Services, Inc. • 1815 Schafer St Ste 301 Bismarck, ND 58501 • (t) 701-221-0530 (f) 701-221-0531 • www.ae2s.com

PRELIMINARY


BROADWAY INTERCEPTOR ACCESS PLATFORMS
PHASE III
FARGO, NORTH DAKOTA
ELEVATION / CONNECTION DETAILS
S2
PRELIMINARY
1 PLATFORM ELEVATIONS
2 TYPICAL WALL CONNECTION
3 TYPICAL COLUMN TO BEAM CONNECTION
4 TYPICAL BEAM TO BEAM CONNECTION
5 TYPICAL COLUMN BASE PLATE
6 TYP GRATING SUPPORT CONNECTION
EXISTING CONC WALL
3/4" HILTI HIT-RTZ RODS @ 4" O/C W/ HIT-HY 200 EPOXY 8-3/4" EMBED (4) TOTAL PER CONN
(2) 4" X 4" X 3/8" X 0'-8" ALUMINUM ANGLE
I10X10.3 ALUMINUM BEAM
(2) 3/4" DIA BOLTS @ 3" O/C
I10X10.3 ALUMINUM BEAM SEE PLAN
3/4" X (BEAM WIDTH) ALUMINUM PLATE
3/4" DIA BOLTS MIN 1.5" EDGE DIST
I10X10.3 ALUMINUM COLUMN SEE PLAN
(2) 4" X 4" X 3/8" X 0'-8" ALUMINUM ANGLE TYP EACH SIDE
3/4" DIA BOLTS @ 3" O/C (8) PER BEAM TO BEAM CONN
I10X10.3 ALUMINUM BEAM SEE PLAN
I10X10.3 ALUMINUM COLUMN SEE PLAN
1/2" BASE PLATE
CONCRETE FLOOR
(2) 4" X 4" X 3/8" X 0'-7" ALUMINUM ANGLE
(2) 3/4" DIA BOLTS @ 3" O/C
I10X10.3 ALUMINUM BEAM
CS8X5.79 ALUMINUM BEAM
SECONDARY PLATFORM
PRIMARY PLATFORM
Advanced Engineering and Environmental Services, Inc. • 1815 Schafer St Ste 301 Bismarck, ND 58501 • (t) 701-221-0530 (f) 701-221-0531 • www.ae2s.com



1 S1 PUMP LEVEL PLAN
1/2" = 1'-0"

CONSTRUCTION NOTES

1. I10X10.3 ALUMINUM COLUMN
2. I10X10.3 ALUMINUM BEAM
3. CS8X5.79 GRATING SUPPORT
4. 1" X 1/8" ALUMINUM BAR GRATING
5. OSHA APPROVED PREFAM ALUMINUM LADDER WITH CAGE PROVIDE OPENING IN CAGE AT DESIRED ACCESS LOCATIONS CONTRACTOR TO COORDINATE LADDER NEEDS WITH OWNER
6. OSHA APPROVED PREFAB ALUMINUM LADDER W/O CAGE CONTRACTOR TO COORDINATE LADDER NEEDS WITH OWNER

PLAN NOTES

1. NORTHWEST PLATFORM @ 27' - 0" ELEV ONLY - SEE ELEVATION VIEW FOR HEIGHT OF SOUTHEAST PLATFORMS

NO	DATE	DESCRIPTION	APPR

AE2S

BROADWAY INTERCEPTOR ACCESS PLATFORMS
PHASE III
FARGO, NORTH DAKOTA
PLATFORM PLAN

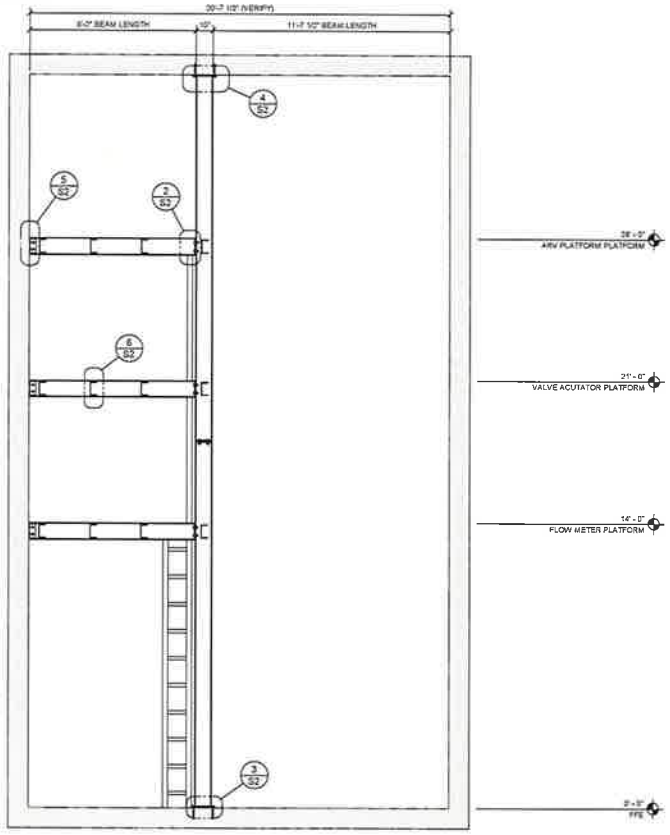
DRAWING TYPE: CONSTRUCTION
PREPARED BY: MS
CHECKED / APPROVED: MS / BJ
DATE: FEB 2019
PROJECT NUMBER: P00803-2014-000
SHEET: of #
DRAWING: S1

PRELIMINARY

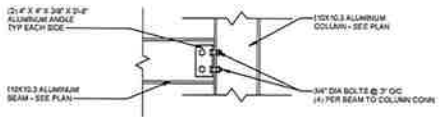
Advanced Engineering and Environmental Services, Inc. • 1815 Schafer St Ste 301 Bismarck, ND 58501 • (t) 701-221-0530 (f) 701-221-0531 • www.ae2s.com

PLAN NOTES

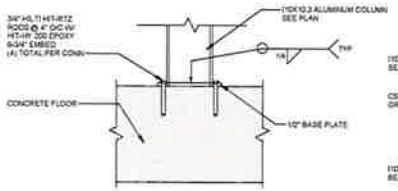
1. CONTRACTOR TO VERIFY ALL PLATFORM LOCATIONS WITH CITY PRIOR TO INSTALLATION



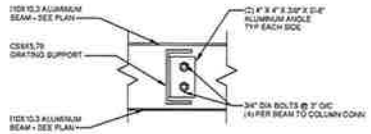
1 S2 **PLATFORMS ELEVATION VIEW**
3/8" = 1'-0"



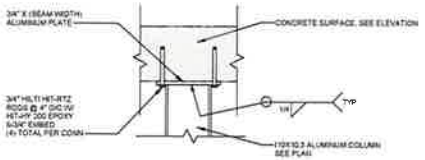
2 S2 **TYPICAL COLUMN TO BEAM CONNECTION**
NO SCALE



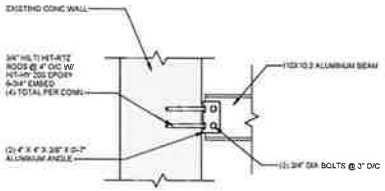
3 S2 **TYPICAL COLUMN BASE PLATE**
NO SCALE



6 S2 **TYP GRATING SUPPORT CONNECTION**
NO SCALE



4 S2 **TYPICAL COLUMN TO CEILING CONNECTION**
NO SCALE



5 S2 **TYPICAL WALL CONNECTION**
NO SCALE

BROADWAY INTERCEPTOR ACCESS PLATFORMS
PHASE III
FARGO, NORTH DAKOTA
PLATFORM ELEVATIONS

DRAWING TYPE: CONSTRUCTION
PREPARED BY: MS
CHECKED / APPROVED: MS / BJ
DATE: FEB 2019
PROJECT NUMBER: P00603-2014-000
SHEET: of
DRAWING: S2

Advanced Engineering and Environmental Services, Inc. • 1815 Schafer St Ste 301 Bismarck, ND 58501 • (t) 701-221-0530 (f) 701-221-0531• www.ae2s.com

PRELIMINARY

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

25-1

May 1, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. SL-19-E1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 1, 2019, for Street Lighting & Incidentals, Improvement District No. SL-19-E1, located at 7th and 8th Street North from 15th to 17th Avenues North.

The bids were as follows:

Fargo Electric Construction	$138,904.00
Moorhead Electric	$144,723.25
Strata Corporation	$298,362.50

Engineer's Estimate	$163,070.00

The special assessment escrow is not required.

This office recommends award of the contract to Fargo Electric Construction in the amount of $138,904.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # SL-19-E1

Street Lighting & Incidentals

Street Lighting & Incidentals

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Street Lighting & Incidentals Improvement District # SL-19-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Street Lighting					
1	F&I Innerduct 1.5" Dia	LF	3,805.00	8.00	30,440.00
2	F&I Luminaire Type A	EA	26.00	850.00	22,100.00
3	F&I Light Standard Type A	EA	26.00	1,450.00	37,700.00
4	F&I Conductor #6 USE Cu	LF	11,415.00	1.60	18,264.00
5	F&I Sidewalk 4" Thick Reinf Conc	SY	50.00	110.00	5,500.00
6	F&I Sidewalk 6" Thick Reinf Conc	SY	50.00	110.00	5,500.00
7	F&I Base 5' Deep Reinf Conc	EA	26.00	650.00	16,900.00
9	F&I Pull Box	EA	1.00	1,500.00	1,500.00
10	Remove Feed Point	EA	1.00	1,000.00	1,000.00
				Street Lighting Total	138,904.00
				Total Construction in $	**138,904.00**
			Engineering	11.00 %	15,279.44
			Legal & Misc	3.00 %	4,167.12
			Contingencies	10.00 %	13,890.40
			Administration	6.00 %	8,334.24
			Interest	4.00 %	5,556.16
				Total Estimated Costs	**186,131.36**
				Special Assessments	186,131.36
				Unfunded Costs	**0.00**

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

Date: 05/01/2019

Tom Knakmuhs

Assistnat City Engineer

THE CITY OF Fargo
FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

25-2

May 1, 2019

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. TN-19-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, May 1, 2019, for Traffic Signal Improvements & Incidentals, Improvement District No. TN-19-A1, located at University Drive and 17th Avenue North.

The bids were as follows:

Moorhead Electric	$279,966.75
Strata Corporation	$358,414.70
Engineer's Estimate	$285,398.90

The special assessment escrow is not required.

This office recommends award of the contract to Moorhead Electric in the amount of $279,966.75 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs
Assistant City Engineer

TAK/klb

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # TN-19-A1

Traffic Signal Improvements & Incidentals

University Drive & 17th Avenue N

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Traffic Signal Improvements & Incidentals Improvement District # TN-19-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Miscellaneous					
1	Traffic Control - Type 2	LS	1.00	2,050.00	2,050.00
2	F&I Casting - Inlet	EA	1.00	1,150.00	1,150.00
				Miscellaneous Total	3,200.00
Traffic Signals					
4	Remove Foundation Controller	EA	1.00	650.00	650.00
5	Remove Pull Box	EA	6.00	500.00	3,000.00
6	F&I Pull Box PVC	EA	12.00	1,350.00	16,200.00
7	F&I Pull Box Polymer Conc	EA	2.00	3,410.00	6,820.00
8	F&I Ped Push Button & Sign	EA	8.00	1,015.00	8,120.00
9	F&I Ped Push Button Post	EA	4.00	1,235.00	4,940.00
10	F&I Signal Standard Type V 10' High	EA	1.00	2,100.00	2,100.00
11	F&I Foundation Controller	EA	1.00	1,100.00	1,100.00
12	F&I Equipment Fargo Type B Cabinet	EA	1.00	35,300.00	35,300.00
13	F&I Emerg Veh Pre-emption System	EA	1.00	9,500.00	9,500.00
14	F&I Traffic Signal Feed Point	EA	1.00	4,920.00	4,920.00
15	F&I Foundation Type V	EA	1.00	700.00	700.00
16	F&I Foundation Type IV/Combo	EA	3.00	4,050.00	12,150.00
17	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	1.00	885.00	885.00
18	F&I Head 3 Sect w/12" LED MA Mtd	EA	4.00	885.00	3,540.00
19	F&I Head 3 Sect w/12" LED Post Mtd	EA	3.00	1,115.00	3,345.00
20	F&I Signal Cable AWG 14/2	LF	1,555.00	1.00	1,555.00
21	F&I Signal Cable AWG 14/20	LF	726.00	3.65	2,649.90
22	F&I Signal Cable AWG 16/3	LF	301.00	1.40	421.40
23	F&I Signal Cable 3M Opticom	LF	360.00	1.70	612.00
24	F&I Signal Cable Loop Lead-in	LF	1,638.00	1.30	2,129.40
25	F&I Signal Cable #6 RHW	LF	114.00	1.50	171.00
26	F&I Conduit 1.5" Dia	LF	43.00	9.75	419.25
27	F&I Conduit 2" Dia	LF	255.00	7.80	1,989.00
28	F&I Conduit 4" Dia	LF	322.00	11.65	3,751.30
29	F&I Fiber Optic Cable	LF	6,600.00	1.90	12,540.00
30	F&I Fiber Optic Terminations & Equip	LS	1.00	16,700.00	16,700.00
31	F&I Detection In-Ground Loop	EA	13.00	2,150.00	27,950.00
32	F&I Signal Standard Combo - 18' MA	EA	1.00	12,830.00	12,830.00
33	F&I Signal Standard Combo - 20' MA	EA	1.00	12,960.00	12,960.00
34	F&I Signal Standard Combo - 28' MA	EA	1.00	14,300.00	14,300.00
				Traffic Signals Total	224,248.25
Sidewalks					
35	Rem & Repl Curb & Gutter	LF	71.50	90.00	6,435.00
36	Remove Sidewalk All Thicknesses All Types	SY	262.30	22.00	5,770.60
37	F&I Sidewalk 4" Thick Reinf Conc	SY	167.60	80.00	13,408.00
38	F&I Sidewalk 6" Thick Reinf Conc	SY	68.20	82.00	5,592.40

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # TN-19-A1

Traffic Signal Improvements & Incidentals

39 F&I Impressioned 4" Thick Reinf Conc	SY	14.00	175.00	2,450.00
40 F&I Det Warn Panels Cast Iron	SF	88.00	50.00	4,400.00
			Sidewalks Total	38,056.00
Street Lights				
41 F&I Luminaire Type A	EA	3.00	610.00	1,830.00
42 F&I Conductor #6 USE Cu	LF	465.00	1.80	837.00
43 F&I Innerduct 1.5" Dia	LF	85.00	11.50	977.50
			Street Lights Total	3,644.50
Pavement Markings				
44 F&I Grooved Plastic Film 4" Wide	LF	100.00	10.00	1,000.00
45 F&I Grooved Plastic Film 16" Wide	LF	76.00	38.00	2,888.00
46 F&I Grooved Plastic Film 24" Wide	LF	66.00	55.00	3,630.00
47 Obliterate Pavement Markings	SF	132.00	25.00	3,300.00
			Pavement Markings Total	10,818.00
			Total Construction in $	**279,966.75**
		Engineering	11.00 %	30,796.34
		Legal & Misc	3.00 %	8,399.00
		Contingencies	10.00 %	27,996.68
		Administration	4.20 %	11,758.60
		Interest	4.00 %	11,198.67
			Total Estimated Costs	**370,116.04**
			Special Assessments	262,609.06
			Sales Tax Funds - Infrastructure - 420	107,507.00
			Unfunded Costs	**-0.02**

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

Date: 05/01/2019

Tom Knakmuhs

Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

26-1

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Concrete Curb & Gutter, Asphalt Pavement & Incidentals

Improvement District No. BN-19-F

Call For Bids	May 6	, 2019
Advertise Dates	May 13 & May 20	, 2019
Bid Opening Date	May 29	, 2019
Substantial Completion Date	October 1	, 2019
Final Completion Date	October 31	, 2019

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. (701) 241-1555

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-19-F1

Type: Infrastructure Request

Location: Eagle Valley 3rd Addition

Date of Hearing: 4/15/2019

Routing	Date
City Commission	5/06/19
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding an infrastructure request for Eagle Valley 3rd Addition, which was included in the approved 2019 CIP.

Engineering staff has reviewed the requirements for infrastructure requests and the Developer has met five of the seven requirements. The Developer will work with the Auditor regarding the execution of the Special Assessment Security Agreement and Letter of Credit. The Committee discussed that the Developer has a master letter of credit and therefore has met all the requirements.

Staff is recommending approval of the infrastructure request to be designed and bid by Engineering.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the infrastructure request.

RECOMMENDED MOTION
Approve the request for infrastructure and direct Engineering to start design.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☐	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☐	☐	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, SITE GRADING, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-19-F

Nature & Scope

This project is for the new construction of underground utilities, asphalt pavement, site grading and incidentals on 74th Avenue South, 23rd Street South, 24th Street South and Eagle Valley Drive South.

Purpose

This project will allow for development of the land within the Eagle Valley 3rd Addition as requested by the Developer.

Feasibility

The estimated cost of construction is $1,625,290.75. The costs for the Improvement District are estimated as follows:

City of Fargo Special Assessed Costs

Estimated Construction Cost:	**$**	**1,461,758.75**
Engineering Fees (11%):	$	160,793.46
Legal & Misc Fees (3%):	$	43,852.76
Administration Fees (6%):	$	87,705.53
Interest Fees (4%):	$	58,470.35
Total Estimated Assessed Cost:	**$**	**1,812,580.85**

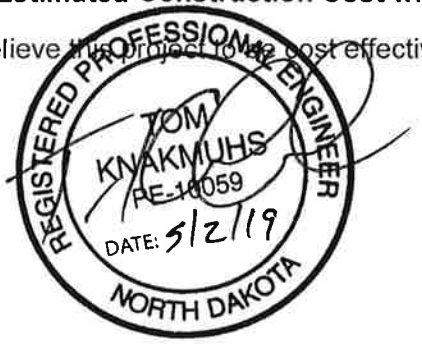
Cass Rural Water Special Assessment Cost

Estimated Construction Cost:	**$**	**163,532.00**
Engineering Fees (11%):	$	17,988.52
Legal & Misc Fees (3%):	$	4,905.96
Administration Fees (6%):	$	9,811.92
Interest Fees (4%):	$	6,541.28
Total Estimated Assessed Cost:	**$**	**202,779.68**

Summary of Fees:		
Engineering Fees	$	178,781.98
Legal & Misc. Fees	$	48,758.72
Administration Fees	$	97,517.45
Interest Fees	$	65,011.63
Total Estimated Fees:	**$**	**390,069.78**

Total Estimated Construction Cost with Fees:	**$**	**2,015,360.53**

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER,
SITE GRADING, CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-19-F

LOCATION:

On 23rd Street South from 73rd Avenue South to 76th Avenue South.
On 24th Street South from Eagle Valley Drive South to 74th Avenue South.
On Eagle Valley Drive South from 24th Street South to 23rd Street South.
On 74th Avenue South from 25th Street South to 23rd Street South.
Along 25th Street South from 73rd Avenue South to 76th Avenue South.

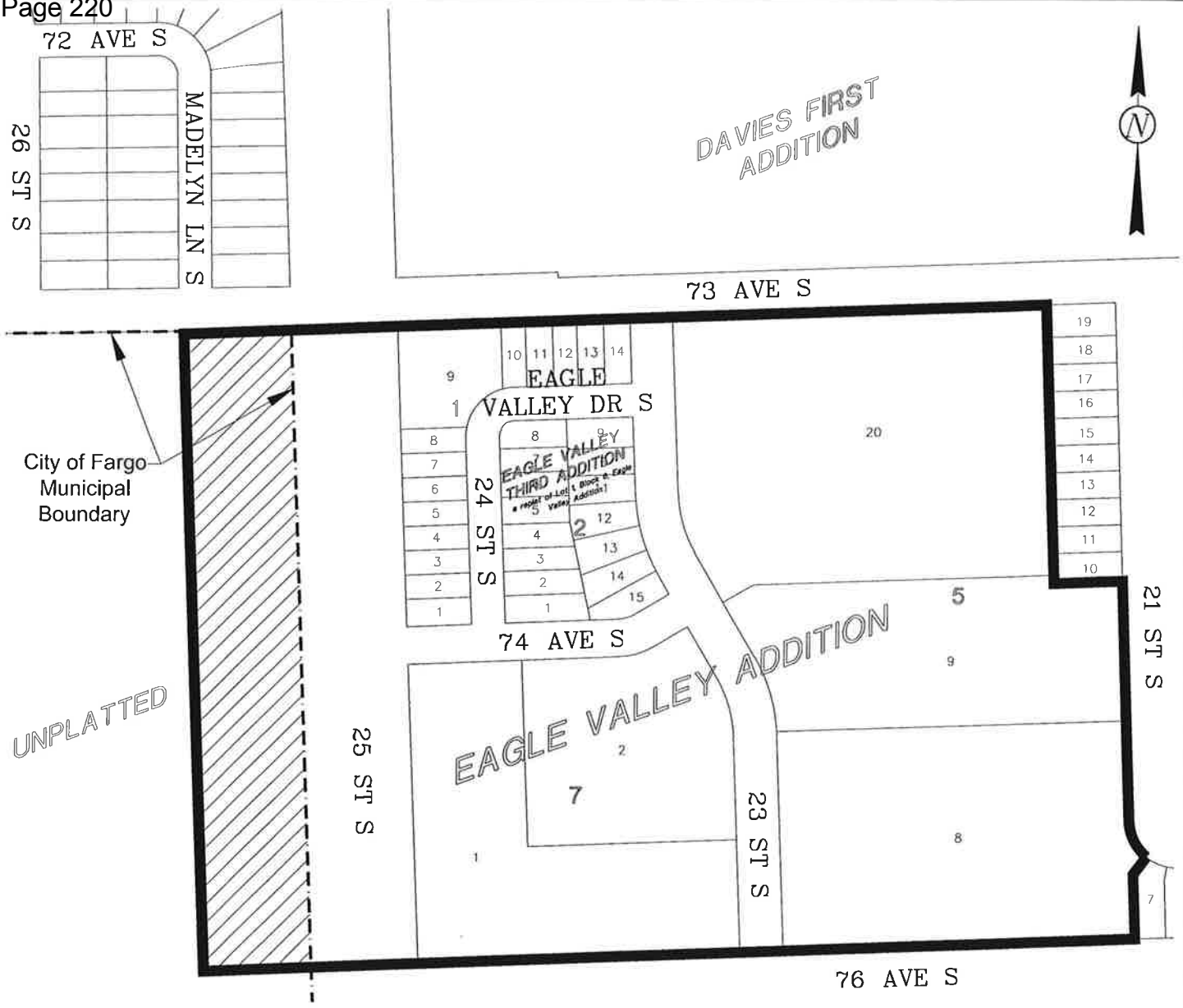
COMPRISING:

Lots 8 through 9 and Lot 20, Block 5.
Lots 1 through 2, Block 7.
All in Eagle Valley Addition.

Lots 1 through 14, Block 1.
Lots 1 through 15, Block 2.
All in Eagle Valley Third Addition.
A Replat of Lot 1, Block 6, Eagle Valley Addition.

A 300' strip of un-platted land in the Southeast Quarter of Section 11, Township 139 North and Range 49 West, located outside the corporate limits of the City of Fargo.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER,
SITE GRADING, CONCRETE CURB & GUTTER,
ASPHALT PAVEMENT & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-19-F

FUTURE BENEFIT AREA OUTSIDE CITY LIMITS

COVER SHEET
CITY OF FARGO PROJECTS

26-2

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Street Lighting & Incidentals

Improvement District No. SL-19-B

Call For Bids	May 6	, 2019
Advertise Dates	May 13 & 20	, 2019
Bid Opening Date	June 12	, 2019
Substantial Completion Date	October 25	, 2019
Final Completion Date	May 15	, 2020

N/A PWPEC Report (Attach Copy) **Part of 2019 CIP Revision**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Dave Helland

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-19-B

Nature and Scope

This project calls for installing a street lighting system on streets and avenues in the area between 19th Avenue North and 29th Avenue North and between Broadway and Evergreen Road North, where there currently are no City of Fargo street lights in place.

Purpose

The project's goal is to increase safety and convenience of the residents and the traveling public.

Feasibility

The estimated cost of construction is approximately $909,006.15. The cost breakdown is as follows:

Estimated Construction Cost:	$ 909,006.15
Engineering Fees (11%):	$ 99,990.68
Administration Fees (6%):	$ 54,540.37
Interest Fees (4%):	$ 36,360.25
Legal Fees (3%):	$ 27,270.18
Total Estimated Cost (100% Assessed):	**$ 1,127,167.63**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5328
DATE: 4-30-19
NORTH DAKOTA

Jeremy Gorden, P.E.
Division Engineer - Transportation

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

STREET LIGHTING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-19-B

LOCATION:

19th Avenue North to 29th Avenue North and between Broadway North and Evergreen Road North.

COMPRISING:

All property located within the area bordered:

Bound on the West by Broadway North.
Bound on the North Mid-Block 29th and 28th Avenue North.
Bound on the North Mid-Block Broadway to 3rd Street North.
Bound on the North Mid-Block 27th and 26th Avenue North.
Bound on the North Mid-Block 3rd Street North to Elm Street North.
Bound on the North Mid-Block 28th Avenue North and North Woodcrest Street.
Bound on the East 300' of Evergreen Road North.
Bound on the South Mid-Block 20th and 19th Avenue North.

Lots 1 through 8, Block 1.
Lots 1 through 17, Block 2.
Lots 1 through 16, Block 3.
Lots 1 through 20, Block 4.
Lots 1 through 16, Block 5.
Lots 1 through 6, Block 6.
Lots 1 through 8, Block 7.
Lots 1 through 3, Block 8.
Lot 1, Block 9.
Lot1, Block 10.
Oral A. Holm Addition.

Lots 1 through 8, Block 1.
Lots 1 through 10, Block 2.
Lot 1, Block 3.
Lots 1 through 17, Block 4.
Lots 1 through 8, Block 5.
Minnie Hector Smith Addition.

Lots 1 through 22, Block 1.
Lots 1 through 22, Block 2.
Lots 1 through 24, Block 3.
Lots 1 through 24, Block 4.

Lots 1 through 24, Block 5.
Lots 1 through 26, Block 6.
Lots 1 through 14, Block 7.
Lot 1, Block 8.
North Park Addition.

Lots 1 through 8, Block 1.
Lots 1 through 17, Block 2.
Lots 1 through 16, Block 3.
Lots 1 through 34, Block 4.
Lots 1 through 8, Block 5.
Lots 1 through 17, Block 6.
Louise S. Newman Addition.

Lots 1 through 13, Block 1.
Longfellow Park Addition.

Lots 1 through 34, Block 1.
Lots 1 through 34, Block 2.
Halland-Newman Addition.

Lots 1 through 16, Block 1.
Lots 1 through 15, Block 2.
Lot 1, Block 3.
Halland-Newman Second Addition.

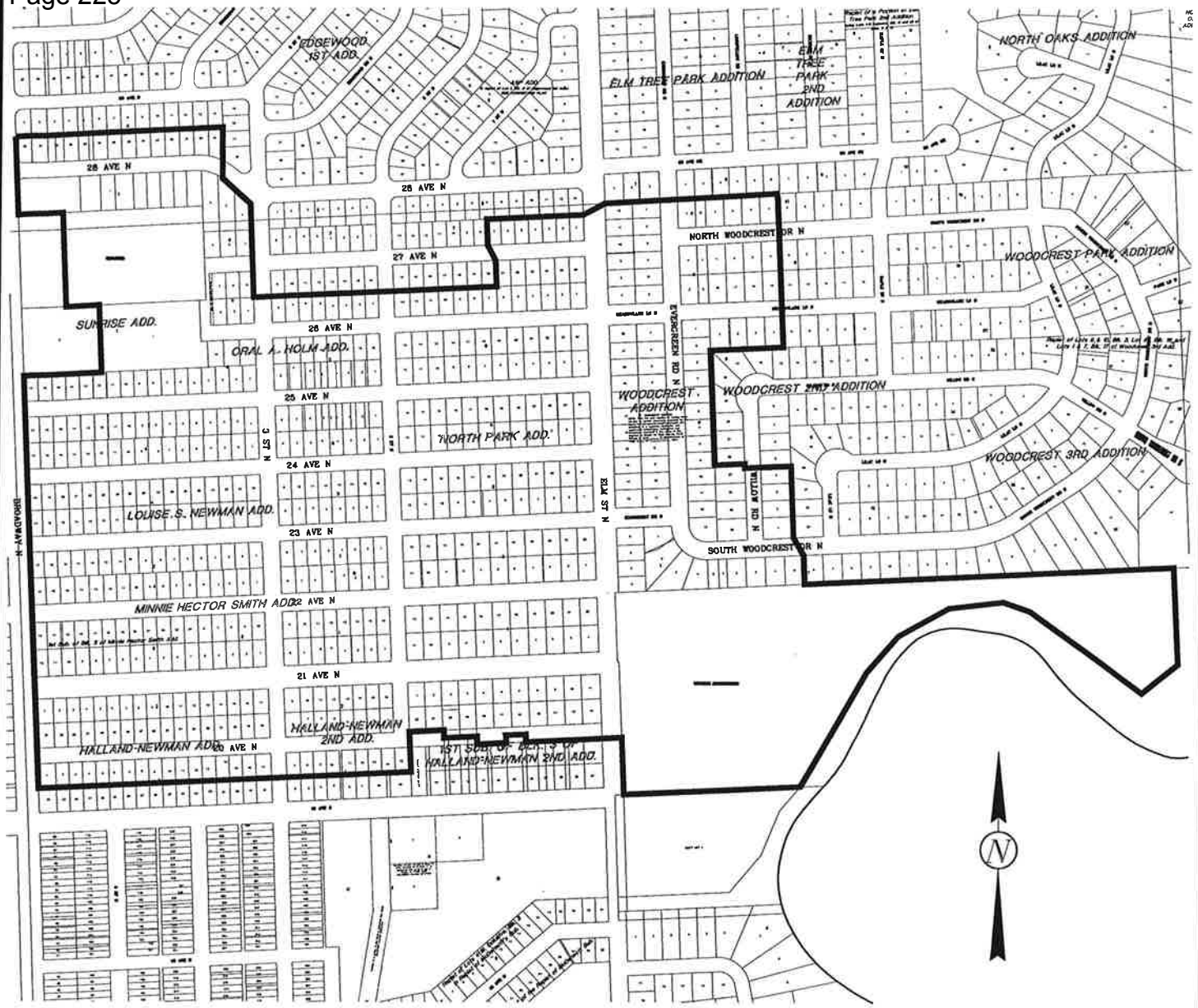
Lots 1 through 9, Block 1.
Lots 1 through 22, Block 2.
Lots 1 through 12, Block 3.
Lots 1 and 2, Block 4.
Lots 1 through 4, Block 5.
Lots 1 through 13, Block 6.
Woodcrest Addition.

Lots 1 through 10, Block 7.
Lots 1 through 26, Block 8.
Lots 1 through 18, Block 9.
Lots 1 through 9, Block 10.
Lots 1 through 23, Block 11.
Lots 1 through 6, Block 12.
Woodcrest Second Addition.

Unplatted portion in S.W. ¼ SECTION 29, TPW 140N, 48W 29.

Platted portion of the unplatted portion of S.E ¼ OF SECTION 30, TWP 140N, 48W 30.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STREET LIGHTING
& INCIDENTALS

IMPROVEMENT DISTRICT NO. SL-19-B