City Commission meetings are broadcast live on TV Fargo Channel 56 and online at <a href="https://www.FargoND.gov/streaming">www.FargoND.gov/streaming</a>. 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 <a href="https://www.FargoND.gov/citycommission">www.FargoND.gov/citycommission</a>.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 5, 2018).

### CONSENT AGENDA - APPROVE THE FOLLOWING:

- 1. Receive and file an Ordinance Amending Section 10-0318 of Article 10-03 of Chapter 10 of the Fargo Municipal Code Relating to Public Safety, Morals and Welfare.
- 2. Waiver of requirement for receipt of an Ordinance one week prior to 1st reading and 1st reading of the following Ordinances:
  - a. Amending Section 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classifications of Ordinance Violations – Tattoos, Body Art and Body Piercing Violations as Class B Misdemeanors.
  - b. Amending Sections 25-3301 through 25-3307 of Article 25-33 of Chapter 25 and Enacting Sections 25-3301.1 and 25-3301.2 of Article 25-33 of Chapter 25 of the Fargo Municipal Code Relating to Tattoos, Body Art and Body Piercing.
- 3. 2nd reading and final adoption of the following Ordinances; 1st reading 11/5/18:
  - a. Rezoning Certain Parcels of Land Lying in Gardenia Addition.
  - b. Amending Sections 20-0212, 20-0216, 20-0302, 20-0402, 20-0403, 20-0502, 20-0612, 20-0701, 20-0704, 20-0705, 20-0901, 20-0907 and 20-0914 of Articles 20-02 thru 20-07 and 20-09 of Chapter 20 of the Fargo Municipal Code Relating to the Land Development Code of the City of Fargo.
- 4. Direct the City Attorney to prepare amendments to the Fargo Municipal Code relating to Driving without a License in Possession.
- 5. Applications for property tax exemptions for improvements made to buildings:
  - a. Christine C. and Thomas D. Dowdell, 3107 Par Street North (3 year).
  - b. Keith G. and Shelley A. Lesteberg, 2844 28th Avenue South (3 year).
  - c. Ann C. Schmidt, 2315 32nd Street South (3 year).
  - d. Martin R. Aas, 1418 20th Street South (5 year).
  - e. David A. and Shanon Gregor, 1014 24th Avenue South (5 year).
  - f. Craig and Kaia Ehrmantraut, 2819 Longfellow Road North (5 year).
  - g. Nicholas L. and Rachel R. Kjonaas, 3720 Fairway Road North (5 year).
  - h. Amy and Andrew Herian, 2849 Hickory Street North (5 year).
  - i. Karen Timm, 3245 17th Avenue South, Unit 102 (5 year).
  - j. Mitchell H. and Michelle EY Cunningham, 1526 9th Street North (5 year).

- Page 2 k. Darian L. Hanson, 814-816 32nd Street North (5 year).
  - I. Richard A. and Trudy M. Huschka T/O/D, 2105 2nd Street North (5 year).
  - m. Dmitry Kovalyov and Kari A. Losee, 1601 6th Street South (5 year).
  - n. Lora J. Wallgren T/O/D, 1725 14th Street South (5 year).
  - o. Tammy and Jeffrey Osborn, 1625 14th Avenue South (5 year).
  - p. Teresa L. Ash, 1209 15th Street South (5 year).
  - 6. Applications for Games of Chance:
    - a. Fargo Angels Hockey Club for a calendar raffle on 12/2/18.
    - b. Knights of Columbus Council 11930 for a raffle on 5/23/19.
    - c. Cancer Benefit for Travis Anderson for a raffle and raffle board on 12/2/18; Public Spirited Resolution.
    - d. NDSU Judging Club for a calendar raffle from 4/8/19 to 4/12/19.
    - e. NDSU Judging Club for a raffle on 2/20/19.
  - 7. Receive and file General Fund Budget to Actual through October 30, 2018 (unaudited).
  - 8. Direct the City Attorney to review and revise Article 13-11, Child Care Centers.
  - 9. Contract Agreement with AE2S Communications for breastfeeding campaign initiatives (RFP17362).
  - 10. Developer and Road Use Agreement with 404 Place, LLC.
  - 11. Negative Final Balancing Change Order No. 2 in the amount of -\$4,880.27 for Project No. UR-17-C1.
  - 12. Final Balancing Change Order No. 1 in the amount of \$0.00 for Project No. TP-16-A1.
  - 13. Community Development Block Grant Storefront Rehab project 16 8th Street South.
  - Sole Source Procurement with Bishop Land Design, LLC to perform programming services for the Civic Plaza Block in the amount of \$150,000.00.
  - 15. Bid awards for purchase of one crawler dozer (RFP18310) and one excavator (RFP18309).
  - 16. Bid award for winter pruning operations (RFP18314).
  - 17. Developer Waiver of Protest Agreement with Dakota Beach Capital, LLC.
  - 18. Bid award for the 2018/2019 sidewalk snow and ice removal code enforcement (RFP18267).
  - 19. Extension of the sidewalk snow and ice removal contract with Polar Snow & Ice Management for the 2018/2019 snow season (RFP17285).
  - 20. Amendment No. 3 with First Transit to revise the fees for the period of January 1, 2019 through December 31, 2019.
  - 21. Amendment to Software Support Agreement with SPX Corporation (Genfare).
  - 22. Bid award for Project No. WW1701 Phase II A Improvements (Central Generation Station).
  - 23. Memorandum of Offer to Landowner and Permanent Easement (Street and Utility) with Elwood Jay Brand (Project No. WW1705).

- Page24. Resolution Prescribing Rates and Charges for Hauled Liquid Waste at the Wastewater Treatment Facility.
  - 25. Bills
  - 26. Change Order No. 1 for an increase of \$30,054.22 and time extension to 10/26/18 for Improvement District No. BR-18-F1.
  - 27. Change Order No. 2 for an increase of \$36,312.00 for Improvement District No. AN-17-G1.
  - 28. Change Order No. 1 for an increase of \$33,887.90 for Improvement District No. TM-18-A1.
  - 29. Memorandum of Offer to Landowner for a Permanent Easement with Plecity Kowalski Construction Inc. in association with Improvement District No. BN-16-H1.
  - 30. Memorandum of Offer to Landowner for Temporary Easements (construction) for Improvement District No. BN-19-A1:
    - a. Clark and Sherri D. Erickson.
    - b. Minnkota Power Cooperative, Inc.
    - c. Fred M. Hector, Jr. Revocable Trust.
    - d. Bradley A. Anderson and Yuki Anderson.

#### **REGULAR AGENDA:**

- 31. Update on winter sheltering.
- 32. Development Agreement with Dakota Beach Capital, LLC.
- 33. Public Hearings 5:15 pm:
  - a. Plat of Fitzsimonds Addition on a portion of the Southeast Quarter of Section 34, Township 139 North, Range 49 West of the 5th Principal Meridian (5080 38th Street South and 3805 52nd Avenue South); approval recommended by the Planning Commission on 8/7/18.
  - b. Hearing on a dangerous building located at 826 10th Street North; continued from the 11/5/18 Regular Meeting.
  - c. Hearing on a dangerous building located at 1101 7th Street North; continued from the 9/24/18 and 10/22/18 Regular Meetings.
- 34. Recommendation to reappoint Chuck Hoge to the Growth Initiative Fund Board.
- 35. The City Attorney will provide a status report regarding the Municipal Airport Authority.
- \*\*\*\*The Board will meet in Executive Session to discuss negotiating strategy and to provide negotiating instruction to its negotiator and to consult with its attorneys regarding a possible Agreement between the City and the Fargo Municipal Airport Authority as authorized by NDCC, Section 44-04-19.1 subsections 2 and 9.

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

City Attorney Erik R. Johnson Assistant City Attorney Nancy J. Morris

November 15, 2018

Board of City Commissioners City Hall 225 4<sup>th</sup> Street North Fargo, ND 58102

RE: Ordinance Amending the Sale, Carrying or Lawful Possession of Firearms During a State of Emergency

Dear Commissioners,

It has come to my attention that the city of Fargo Municipal Code §10-0318, relating to the sale, carrying or possession of firearms during a State of Emergency, is inconsistent with a legislative change to North Dakota Century Code §37-17.1-29. Specifically, the state law enactment prohibits a political subdivision – during a declared emergency – from barring or restricting the lawful possession, use, carrying, transfer, transportation, storage, or display of a firearm or ammunition. State law controls the possession of firearms to the extent that the city may not enact ordinances that are more restrictive than state law, specifically N.D.C.C. §62.1-01-03. I have conferred with Chief Todd relative to this necessary administrative amendment to Fargo Municipal Code §10-0318.

**Suggested Motion**: I move to receive and file amended Ordinance Section 10-0318 of Article 10-03, Chapter 10 of the Fargo Municipal Code relating to the sale, carrying or possession of firearms during a State of Emergency, and place the amended ordinance on for first reading at the next regularly-scheduled city commission meeting.

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

Sincerely,

Alissa R. Farol

Assistant City Attorney

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### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	

### AN ORDINANCE AMENDING SECTION 10-0318 OF ARTICLE 10-03 OF CHAPTER 10 OF THE FARGO MUNICIPAL CODE RELATING TO PUBLIC SAFETY, MORALS AND WELFARE

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 10-0318 of Article 10-03 Chapter 10 of the Fargo Municipal Code is hereby amended as follows:

10-0318. State of Emergency – Declaration and duration.

A. The mayor or commissioner acting for the mayor, is authorized, if he finds that the city or any part thereof is suffering or is in imminent danger of suffering civil disobedience, disorder, riot or other occurrence, including danger of flooding of the city, or any part of the city, which will seriously and substantially endanger the health, safety and property of the citizens, to declare a STATE OF EMERGENCY and take the following specified measures throughout the city or any part thereof; the declaration shall be made in a proclamation which shall be delivered to the chief of police, who shall then see that said proclamation is delivered to the news media within the city and who shall use public address systems throughout the city,

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### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.		

electronic notification systems or other means deemed appropriate by the chief of police and immediately notify the public of said proclamation.

\* \* \*

7. Limit or prohibit the sale, carrying or possession on the public sidewalks or public streets, or in any public park, of weapons including, but not limited to, firearms, bows and arrows, air rifles, slingshots, knives, razors, or missiles of any kind.

### Section 2. Penalty.

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

#### Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

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Steven Sprague, City Auditor

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First Reading: Second Reading: Final Passage: Publication:







City Attorney Erik R. Johnson

Assistant City Attorney Nancy J. Morris

November 15, 2018

Board of City Commissioners City Hall 225 4<sup>th</sup> Street North Fargo, ND 58102

RE: Ordinance Amending the Regulation of Tattoos, Body Art and Body Piercing

Dear Commissioners,

Enclosed for your approval are two ordinances pertaining to the regulation of tattoos, body art and piercing. Fargo Environmental Health is responsible for administration and enforcement of these regulations. They have recommended that the City's ordinances be amended to largely conform to state law (the N.D. Administrative Code) and that violations be deemed to be Class B misdemeanors.

At its September 24, 2018 meeting, the Board of City Commissioners directed the City Attorney's Office to work with Fargo Cass Public Health to review and update the City's ordinances regarding this subject.

**Suggested Motion**: I move to waive the requirement of receipt and filing one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Article 25-33 of Chapter 33 and an Ordinance Amending Section 1-0305.A of Chapter 1 of the Fargo Municipal Code Relating to Tattoos, Body Art and Body Piercing.

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

Sincerely,

Alissa R. Farol

Assistant City Attorney

**Enclosures** 

cc: Grant Larson

**Bradly Schneider** 

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	

# AN ORDINANCE AMENDING SECTION 1-0305.A OF ARTICLE 1-03 OF CHAPTER 1 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATIONS OF ORDINANCE VIOLATIONS – TATTOOS, BODY ART AND BODY PIERCING VIOLATIONS AS CLASS B MISDEMEANORS

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

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

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

WHEREAS, 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 1-0305.A of Article 1-03 of Chapter 1 of the Fargo Municipal Code are 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

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

vehicle), section 8-0804 (duty to give information and render aid), section 8-0808 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0101 (minor using alcohol), 10-0104 (curfew), section 10-0201 (indecen 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 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(D) (delivery of alcoholic beverage to minor), section 25-3302 (body art), section 25-3306 (body art unlawful praetiees); article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities).
*

Section 2. 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:

ORDINANCE NO.	

AN ORDINANCE AMENDING SECTIONS 25-3301 THROUGH 25-3307
OF ARTICLE 25-33 OF CHAPTER 25 AND ENACTING
SECTIONS 25-3301.1 AND 25-3301.2 OF ARTICLE 25-33 OF CHAPTER 25
OF THE FARGO MUNICIPAL CODE RELATING TO
TATTOOS, BODY ART AND BODY PIERCING

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 25-3301 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3301. Definitions. As used in this ordinance, unless the context otherwise indicates, the following definitions shall apply:

- 1. "Body Art" means the practice of physical body adornment by permitted establishments and operators using, but not limited to, the following techniques: body piercing, tattooing, cosmetic tattooing, branding, and scarification.
- 2. "Body Art Establishment" means any place or premise where the practices of body art, whether or not for profit, are performed, except where such practices are performed by a physician or surgeon who has a current license for the practice of

ORDINANCE NO.	

medicine issued by the State of North Dakota pursuant to Chapter 43-17 of the North Dakota Century Code.

- 3. "Body Piercing" means puncturing or penetration of the skin of a person with presterilized single-use needles and the insertion of presterilized jewelry or other adornment thereto in the opening, except that puncturing the outer perimeter or lobe of the ear with a presterilized single-use stud-and clasp-ear-piercing system shall not be included in this definition.
- 1. "Bloodborne Pathogen" means a micro-organism that is present in human blood or in other bodily fluid or tissue which can cause a disease in humans, including the hepatitis B virus, the hepatitis C virus, and the human immunodeficiency virus, and for which testing is recommended by the United States public health service.
- 2. "Communicable disease" means a disease or condition that causes serious illness, serious disability, or death, the infectious agent or which may pass or be carried, directly or indirectly, from the body of one person to the body of another.
- 4.3. "Department" means Fargo Cass Public Health, or its authorized representatives.
- 5. "Ear Piercing" means the puncturing of the non-cartilaginous perimeter or lobe of the ear with a presterilized single-use stud-and-clasp ear-piercing system following manufacturer's instructions.
- 6.4. "Gross incompetence" means any serious lack of ability or knowledge to perform one's duty in a sanitary manner or failure to comply with these regulations. It shall also mean any conduct which endangers the public's health or safety.
- 7. "Operator" means any person who controls, operates, manages, conducts, or practices body art activities at a body art establishment. The term includes an assistant or technician who performs body art activities and who works under the supervision, control or authority of somebody else who is an operator.
- 8. "Person" means an individual, any form of business or social organization or any other non-governmental legal entity, including but not limited to corporations, partnerships, limited-liability companies, trusts or unincorporated organizations.
- 9. "Physician" means a person currently licensed by the state of North Dakota to practice medicine pursuant to the provisions of chapter 43-17 of the North Dakota Century Code.
- 10. "Tattooing" means any method of placing ink or other pigment into or under the skin or mucosa by the aid of needles or any other instrument used to puncture the skin, resulting in permanent coloration of the skin or mucosa. This term includes all forms of cosmetic tattooing.
- 5. "License" means written approval issued by the director of public health or any designee of the director of public health to operate a body art establishment.
- "Procedure room" means the physical space or room used for performing body art procedures.
- 7. "Scarification" means altering the skin texture by cutting the skin and controlling

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ORDINANCE	NO.		
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the body's healing process in order to produce wounds, resulting in permanently raised wheals or bumps known as keloids.

11.8. "Temporary Body Art Event" means an event to promote body art which lasts fewer than five days no longer than five consecutive days.

### Section 2. Enactment.

Sections 25-3301.1 and 25-3301.2 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby enacted as follows:

**25-3301.1.** North Dakota Administrative Code Chapter 33-41-01 Adopted-Amendments.— For the purpose of prescribing regulations governing public health and safety in the city of Fargo, relative to tattoos and body art, the provisions of chapter 33-41-01 of the North Dakota Administrative Code is hereby adopted and incorporated as fully as if set out in length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the city.

- **25-3301.2. Modification of North Dakota Administrative Code Chapter 33-41-01.**The North Dakota Administrative Code Ch. 33-41-01 as adopted in this article is hereby amended as follows:
- 1. Subsection 1 of Section 33-41-01-02 and Sections 33-41-01-10, -11, -12, -13 and -14 are hereby deleted in their entirety.
- 2. Section 33-41-01-03(5) is hereby amended to read as follows:
  - 5. The operator shall be free of communicable diseases that may be transmitted to a patron, maintain a high degree of personal cleanliness, conform to hygienic practices, and wear clean clothes when performing body art procedures. Before performing body art procedures, operators must thoroughly wash their hands in hot running water with liquid soap, then rinse hands and dry with disposable paper towels. This shall be done as often as necessary to remove contaminants.
- 3. Section 33-41-01-03(9) is hereby amended to read as follows:
  - 9. No person shall perform any body art procedure upon a person under the age of eighteen years without the presence, written consent, and proper identification of a parent, legal custodial parent, or legal guardian. The age of

ORDINANCE NO.	

all patrons must be verified by photo identification and documentation establishing the patron's age prior to the body art procedure being performed. Photo identification or other proper identification of all patrons under the age of eighteen years must be photocopied by the operator and maintained in the patron's record. Nothing in this section is intended to require an operator to perform any body art procedure on a person under eighteen years of age with parental or guardian consent.

4. Section 33-41-01-03 is hereby amended to add a subsection to read as follows:

### The operator shall be certified in Bloodborne Pathogen training.

- 5. Section 33-41-01-08(3) is hereby amended to read as follows:
  - 3. All cleaned, nondisposable instruments and jewelry used for body art or that directly aid in body art procedures shall be sterilized in a steam autoclave or dry-heat sterilizer. (if approved by the department). The sterilizer shall be used, cleaned, and maintained according to manufacturer's instruction. A copy of the manufacturer's recommended procedures for the operation of the sterilization unit must be available for inspection by the department. Sterile equipment may not be used if the package has been breached or after the expiration date without first repackaging and resterilizing. Sterilizers shall be located away from workstations or areas frequented by the public. If the body art establishment uses only single-use, disposable instruments and products, and uses sterile supplies, an autoclave shall not be required.
- 6. Section 33-41-01-09 is hereby amended to add subsections to read as follows:

Single-use prepackaged sterilized equipment must be obtained from reputable suppliers or manufacturers and packages must contain a temperature strip or sterilizer indicator.

Single-use wood spatulas used to remove all creams and other semi-solid substances from containers must be discarded after each use.

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.		

### Section 3. Amendment.

Section 25-3302 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3302. Unlawful to operate body art establishment without permit <u>license</u>--Exemptions.

It shall be unlawful to operate a body art establishment unless a permit license is first obtained from the health department. The provisions of this article do not apply to physicians, or a person working under the direct supervision of a physician in the physician's office or clinic, nor to individuals who pierce only the non-cartilaginous perimeter and lobe of the ear with a presterilized single-use stud-and-clasp ear-piercing system are exempt from these regulations; provided, however, that such individuals shall not be exempt from the applicable U.S. Food and Drug Administration requirements.

#### Section 4. Amendment.

Section 25-3303 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3303. Permit <u>License</u> to operate body art establishment issued annually—<u>permit license</u> for individual technician—temporary <u>permits licenses</u> -- Fee--Application form-Display of <u>permit license</u> required--<u>Health</u> Department to enforce regulations.

- A. After an inspection and approval of the proposed body art establishment by the director of public health or designee of the director of public health, Tthe permit license described in §25-3302 hereof shall be issued annually, January 1<sup>st</sup>, by the health department, after an inspection and approval of the proposed body art establishment by the city health officer or his designee. The fee therefor shall be as established by resolution of the board of city commissioners, and applicants shall complete and sign an application form furnished by the health department along with a scale drawing and floor plan of the proposed body art establishment. The permit license shall be non-transferable. The permit license shall be displayed prominently in the body art establishment where it may be readily observed by clients.
- B. The <u>city health officer department</u> is authorized to promulgate regulations creating minimum standards for body art establishments pertaining to the

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### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

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facilities, preparation and care of the body art area, education and information for prospective clients, professional standards for the body art operators/technicians, sanitation and sterilization procedures. requirements for single use items, maintenance and retention of records of body art procedures, and requirements for posting of notices and information regarding body art, which regulations may be enforced by the eity health officer director of health or any designee of the director of public health after they such regulations are approved by the city commission, notice of which is to be given pursuant to the provisions of §13-0101 of the Fargo Municipal Code. A copy of such regulations shall be posted in all <u>Bb</u>ody <u>Aart Ee</u>stablishments in a prominent location so that they may be read by clients and by operators and technicians of a body art establishment.

- C. Each individual body art technician shall be required to first obtain a permit license from the health department. The fee therefore shall be established by resolution of the board of city commissioners and applicants shall complete and sign an application form furnished by the health department. Each individual body art technician must be working under a permitted licensed body art establishment. If the body art establishment has only one technician, only the establishment permit license needs to be obtained.
- D. Body art establishments and individual body technicians, not otherwise licensed in the city, who wish to practice body art at a temporary body art event shall obtain a temporary permit license through the health department. The fee therefore shall be established by resolution of the board of city commissioners and applicants shall complete and sign an application form furnished by the health department. If the body art establishment has only one technician, only the establishment permit license needs to be obtained.

#### Section 5. Amendment.

Section 25-3304 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3304. Inspections of permitted <u>licensed</u> premises.

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	

The members of the board of city commissioners of the city of Fargo, the chief of police, or any officer of the health or police department may, at any time, enter upon any permitted licensed premises for the purpose of inspection or to determine whether the permitted licensed premises are in compliance with any and all ordinances of the city and regulations promulgated by the Ddepartment. A copy of the inspection report must be furnished to the permit license holder or operator of the body art establishment.

#### Section 6. Amendment.

Section 25-3305 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3305. Licenses--Termination, suspension, revocation.

All permits licenses issued under the provisions of this article, unless otherwise specifically provided, shall terminate on December 31st following the date of issuance; provided, however, that any license issued under the provisions of this article may, under certain circumstances, be terminated, suspended or revoked by the commission.

- A. The commission may, in its discretion, suspend or revoke for cause any permit license issued under the provisions of this article. The grounds for suspension or revocation shall, among others, include the following:
  - 1. The permittee <u>licensee</u> has filed a petition in bankruptcy.
  - 2. The permittee <u>licensee</u> does not remit the annual renewal fee.
  - 3. An individual permittee <u>licensee</u>, one of the partners in a partnership permittee <u>licensee</u>, or one of the officers in a corporation permittee <u>licensee</u>, or any individual in active management of the <u>permitted licensed</u> business is convicted of violating any of the provisions of this article.
  - 4. The <u>permittee licensee</u> has been convicted of a felony under the laws of the United States or under the laws of one of the several states.
  - 5. The permittee <u>licensee</u> has made any false statement in his application for a permit <u>license</u>.
  - 6. The permittee <u>licensee</u> has demonstrated gross incompetence and/or has violated one or more of the

ORDINANCE NO.	

regulations created pursuant to Fargo Municipal Code §25-3303(B).

- 7. The permittee <u>licensee</u> interferes with the health department or its agents and assistants in the performance of its duties.
- B. The health department may temporarily suspend the permit license and order the establishment immediately closed if immediate danger to the public health or safety is found, unless the danger is immediately corrected.
- C. The grounds enumerated in subsection (A) and (B) of this section shall not be deemed to be exclusive and any permit license issued under the provisions of this article may be suspended or revoked by the commission for any other reason deemed by the commission to be sufficient in order to promote and protect the health, safety, and welfare of the public. When any permit license is suspended or revoked by the commission pursuant to the provisions of this section, or when the permittee licensee voluntarily ceases business, no portion of the permit license fee previously paid shall be returned to the permittee licensee or to anyone claiming under or through him them.
- D. No permit license issued under the provisions of this article shall be suspended or revoked for cause by the commission without a public hearing. In the event that the commission intends to consider the suspension or revocation of any permit license for cause, it shall direct the city auditor to notify the permittee licensee of its intention to consider the same. The notice shall specify the time and place of the suspension or revocation hearing and shall be served upon the permittee licensee or his managing agent in the same manner as provided by law for the service of a summons in a civil action. No suspension or revocation hearing shall be held before the expiration of 15 days after the date of the service of the notice upon the permittee. licensee.

If, upon such hearing, it appears to the commission that sufficient cause exists for the suspension or revocation of a permit license issued pursuant to the provisions of this article, the commission shall make its order suspending or revoking the said permit. license.

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE N	O.

### Section 7. Amendment.

Section 25-3306 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:

25-3306. Unlawful practices.--In addition to such other prohibitions as are contained in this article:

- A. No person shall perform body art on any body part of a person under the age of 18 without the written consent of the parent or legal guardian of such minor and without said parent or legal guardian being present during such procedure.
- B. No person shall obtain or attempt to obtain any body art establishment permit license by means of fraud, misrepresentation or concealment.
- C. No person shall perform body art procedures unless such procedures are performed in a body art establishment with a current permit. license.
- D. No person shall perform body art procedures unless they are at least 18 years of age.
- E. No person shall interfere with a health the department officer in the performance of an inspection or in the performance of any other of his duties.
- F. Willful failure by the permittee <u>licensee</u> to post regulations which are required to be posted pursuant to § 25-3303 of this article shall be unlawful.

### Section 8. Amendment.

Section 25-3307 of Article 25-33 of Chapter 25 of the Fargo Municipal Code is hereby repealed, the penalty being set forth in this ordinance, at Section 9. below and being codified at Fargo Municipal Code Section 1-0305.

ORDINANCE	NO.		

### Section 9. Penalty.

1 2 3 4 5 6 7 8	A person who willfully violates Fargo Municipal Code Article 25-33 is guilty of a Class B misdemeanor. Every person, firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may assess a fee in an amount not to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.  Section 10. Effective Date.  This ordinance shall be in full force and effect from and after its passage, approval, and publication.
9	
10	Timothy J. Mahoney, M.D., Mayor
11	Attest:
12	Attest.
13	
14	
15	Steven Sprague, City Auditor
16	First Reading:
17	Second Reading:
18	Final Passage: Publication:
19	
20	
21	
22	
23	10



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

## AN ORDINANCE REZONING CERTAIN PARCELS OF LAND LYING IN GARDENIA ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 3, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on November 5, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Gardenia Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "SR-2", Single-Dwelling Residential, District;

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

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

	Section 3. This ordinance shall be in	full force and effect from and after its passage and
1	approval.	
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4	(SEAL)	Timothy J. Mahoney, Mayor
5	(SEAL)	
6	Attest:	
7		First Reading:
8	Storage Sugarana City A. 1'ty	Second Reading:
9	Steven Sprague, City Auditor	Final Passage:
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ORDINANCE NO. \_\_\_\_\_



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AN ORDINANCE AMENDING SECTIONS
20-0212, 20-0216, 20-0302, 20-0402, 20-0403, 20-0502, 20-0612, 20-0701, 20-0704, 20-0705, 20-0901, 20-0907, AND 20-0914
OF ARTICLES 20-02 THRU 20-07 AND 20-09 OF CHAPTER 20 OF
THE FARGO MUNICIPAL CODE RELATING TO THE LAND DEVELOPMENT CODE OF THE CITY OF FARGO

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 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 supercede state laws in conflict therewith and shall be liberally construed for such purpose; 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.

Subparagraph 20-0212.D.3.b. of Section 20-0212 of Article 20-02 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

#### b. Materials

### (1) Required

All walls visible from the street that front a public street shall be finished with architectural materials such as brick, glass, stone, ceramic, stucco, precast

\* \* \*

\* \* \*

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

panels, exterior insulation finish systems (e.g. dryvit), or curtain walls. When the DMU development is detached/attached single family or small scale multidwelling in nature, typical residential structure exterior materials may be accepted (e.g. residential grade vinyl siding, composite brick, residential grade steel siding).

Section 2. Amendment.

Subsection 20-0216D. of Section 20-0216 of Article 20-02 of Chapter 20 (Land Development Code) is hereby amended to re-number the subsection as follows:

<u>ĐE</u>. Alternative Design Standards.

Section 3. Amendment.

Subsection 20-0302E. of Section 20-0302 of Article 20-03 of Chapter 20 (Land Development Code) is hereby amended to add a paragraph to read as follows:

10. Open Space

The minimum Open Space standards of the underlying zoning district may be waived and/or altered by the Board of City Commissioners during the PUD review and approval process.

Section 4. Amendment.

Subparagraph 20-0402.N.3.e. of Section 20-0402 of Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

e. As provided by Sec. 20-0401, TSSs in DMU and P/I zoning districts and TSSs which exceed the maximum building height for the applicable zoning district, but are not more than 125 feet in height in AG, SR-0-SR4, MR-1-MR-3, UMU, NC, NO, LC and GO zoning districts are Conditional Uses and are therefore subject to the Conditional Use review process of Sec. 20-0909

As provided by Sec. 20-0401, in AG, SR through SR-5, MR-1 through

MR-3, UMU, MHP, NO, NC, GO, LC, DMU, and P/I zoning districts, TSSs which exceed the maximum height for TSSs permitted by-right for the applicable zoning district, but are not more than 125 feet in height are Conditional Uses and are therefore subject to the Conditional Use review process of Sec. 20-0909:

\* \* \* \*

#### Section 5. Amendment.

Paragraph 20-0403B.3 of Section 20-0403 of Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

#### 3. Rear Setback

- a. In <u>all</u> zoning districts, other than except the UMU zoning district, accessory structures, when located within the rear yard area, shall be are exempt from the rear <u>and interior-side</u> setback requirements, provided that they of the underlying zoning district and shall be set back at least 3 feet from rear and <u>interior-side</u> lot lines. This 3-foot setback shall not apply to fences or walls.
- b. In a UMU district, accessory structures, other than fences or walls shall meet the rear setback requirements of Sec. 20-0501. As in districts other than UMU zoning districts, said setback requirements do not apply to fences or walls.

#### Section 6. Amendment.

Paragraph 20-0403C.2. of Section 20-0403Article 20-04 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

### 2. Minor Home Occupations - Defined

A Minor Home Occupation is one in which residents use up to 25 percent of the floor area of their home as a place of work, but in which no employees come to the site. Minor Home Occupations allow up to four customers per day, with a maximum of 12 customers per week, only between the hours of 7:00 a.m. and 9:00 p.m. No more than one customer is permitted on the site at any given time. Examples include, but are not limited to, artists, crafts people, writers, professional consultants personal care and grooming services, and employees of off-site businesses who work from their home. In addition, tutors, such as piano or other music teachers, who provide lessons to no more than 60 students per week and do not have non-resident employees

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### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO	
ORDINANCE NO	

coming to the site, shall be deemed minor home occupations. In addition, dog grooming services that would qualify as a Minor Home Occupation as a result of percentage of floor area of the home, customer activity and hours of operation may be allowed after it has been reviewed and approved in accordance with Conditional Use Review procedures of Sec. 20-0909. Unless otherwise expressly stated, any Conditional Use Permit for such dog grooming service granted pursuant to Section 20-0909 shall automatically terminate upon sale or transfer of the property. For purposes of calculating floor area of a minor or major home occupation in which the home occupation occupies a garage that is attached or detached from the primary home structure, the sum of the home and garage square footage shall be included in the total square footage from which the 25 percent maximum floor area is computed.

#### Section 7. Amendment.

Section 20-0502 of Article 20-05 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

### §20-0502 - Nonresidential District Standards

The dimensional standards of Table 20-0502 apply to all development in nonresidential zoning districts.

#### Table 20-0502

Dimensional Standard							
Dimensional Standard	GO	LC	DMU	GC	LI	GI	
Minimum Lot Size							

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ORDINANCE NO.	
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Minimum Setbacks (Ft.)						
Front	20	10	0	20	20	5
Interior Side	5	5	0	5 <sup>[3</sup> 1]	10 [1]	2
Street Side	20	10	0	20	20	5
Rear	15	15	0	15	20	2
Watercourse Setback	[3]	[3]	[3]	[3]	[3]	[3
Maximum Building Coverage (Pct. of Lot)	65	55	100	85	85	8
Maximum Height (Ft.)	60	35/60 [42]	None	None	None	N

No setback required when adjacent to DMU

### Section 8. Amendment.

Section 20-0612 of Article 20-06 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

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### 21 **§20-0612 Waivers**

The Planning Commission shall be authorized to recommend and the Board of City Commissioners shall be authorized to approve Modifications or Waivers of the Subdivision

The 35-foot height restriction applies whenever residential protection standards apply, or when the Limited Commercial parcel is within 300 feet of SR zoning. Otherwise, the height limit shall be 60 feet in Limited Commercial zoning districts.

Watercourse setbacks for all residential, nonresidential and overlay/special purpose zoning districts are as set forth in Section 20-0508.

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	
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Design and Improvement Standards of this article in accordance with the Subdivision Waiver provisions of Sec. 20-0907-E20-0907.

Section 9. Amendment.

Subsection 20-0701G. of Section 20-0701 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

G. Parking and Loading Area Design

Off-street parking and loading areas must be designed and constructed to accepted construction standards in the industry. Unless otherwise expressly stated in this Land Development Code, including paragraph D.2. of this section pertaining to gravel surfaces in rear yards within single-family (SR) zoning districts, or approved by the City, all required off-street parking spaces shall have an all-weather surface. In LI or GI zoning districts only, rear yard vehicular circulation area, not including parking spaces, may be crushed concrete or similar material as approved by the Zoning Administrator

#### Section 10. Amendment.

Subparagraph 20-0701.I.2.b. of Section 20-0701 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

#### 2. Design and Layout

Required stacking spaces are subject to the following design and layout standards.

- a. Size Stacking spaces must be a minimum of 8 feet by 20 feet in size.
- b. Location
   Stacking spaces may not impede on- or off-site traffic movements or movements into or out of <u>required</u> off-street parking spaces.

#### Section 11. Amendment.

Paragraph 20-0704A.2 of Section 20-0704 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to add a footnote reference to the existing footnote 1 of said section so that it reads as follows:

ORDINANCE NO.	7-2-2-2

### §20-0704A.2 Residential Protection Standards

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2. Applicability [1]
The standards of this section apply to:

- a. All multi-dwelling development when such development occurs on a site located within 150 feet of any SR or MHP zoning districts; and
- b. All nonresidential development when such development occurs on a site located within 150 feet of any SR, MR or MHP zoning districts.

[1] For purposes of the residential protection buffers, property zoned AG-Agricultural that is identified as being future residentially-zoned property on any growth plan approved under §20-0905 shall be deemed to be SR-, MR-, or MHP-zoned property.

#### Section 12. Amendment.

Subsection 20-0705C.1 of Section 20-0705 of Article 20-07 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

### C. Open Space Landscaping

### 1. Applicability

The Open Space Landscaping standards of this subsection shall apply to all-any development that contains three or more attached dwelling units in SR-3, or SR-4, or SR-5 zoning districts developments containing three or more attached dwelling units and to in all any development in MR-1 or and more intensive zoning districts.

#### Section 13. Amendment.

Subsection 20-0901.K. of Section 20-0901 of Article 20-09 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

### K. Compliance with North Dakota Century Code

The development review procedures of this Article are intended to implement the procedural requirements of the North Dakota Century Code. In the event of conflict between the procedures of this article and those required by the Century Code, the North

ORDINANCE NO.	
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Dakota Century Code shall control.

Procedure	Sec. No.	Review (R), Decision-Making (DM) and Appeal (A) Bodies				
		Staff	нрс	воа	PC	всс
LDC Text Amendments	20-0904	R			R	DM
Area Plan	20-0905	R			R	DM
Zoning Map Amendments	20-0201 20-0906	R	R <sup>[1]</sup>		R	DM
Subdivision			M			
Minor	20-0907				R	DM
Major		R			R	DM
Planned Unit Developments						
Master Land Use Plan	20-0908	R			R	DM
PUD Rezoning		R			R	DM
Final Development Plan		R			DM	А
Conditional Use Permits	20-0909	R			DM	А
Site Plan Review	20-0910	DM			Α	A [2]
nstitutional Master Plan	20-0911	R			DM	А

### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

Certificates of Appropriateness	20-0912	R & DM <sup>[3]</sup>	DM &		A [2]
Building Permits/Certificates of Occupancy	20-0913	DM		А	
Variances	20-0914			DM	А
Written Interpretations	20-0915	DM		А	
Appeals of Administrative Decisions	20-0916			DM	А

■ BOA = Board of Adjustment ■ PC = Planning Commission
■ BCC = Board of City Commissioners ■ HPC = Historic Preservation Commission

[1] HPC is involved only on H-O District application, pursuant to §20-0305.

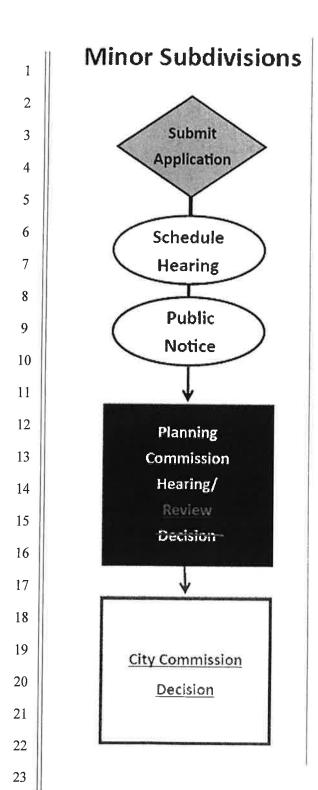
[2] Appeals are not required to go to Planning Commission and Board of City Commissioners. Board of City Commissioners acts as appellate body only if the Planning Commission's decision is appealed.

[3] Review, Decision Making and Appeals process is different depending on nature of request. See §20-0912.

#### Section 14. Amendment.

Subsection 20-0907B. of Section 20-0907 of Article 20-09 of Chapter 20 (Land Development Code) is hereby amended to revise the subdivision process illustrative graphic so that it reads as follows:

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



### OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.	
ORDINANCE NO.	

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### Section 15. Amendment.

Subsection 20-1202(24) of Section 20-1202 of Article 20-12 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

Home Occupation: A business, profession, occupation or trade conducted for gain, conducted within a dwelling unit, including an attached or detached garage accessory to the dwelling unit, for gain or support by a resident of the dwelling unit.

#### Section 16. Amendment.

Paragraph 20-0914.I.3. of Section 20-0914 of Article 20-09 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

### 3. Action on Appeal

The Board of City Commissioners shall consider the appealed decision as a new matter in a public hearing and, at the close of the public hearing, act to approve or deny the original application for a Variance. The procedure and required notice shall be the same as required of the original action before the Board of Adjustment.  $\underline{A}$  favorable vote of  $\frac{3}{4}$  of all the members of the Board of City Commissioners shall be required to approve any variance request.

#### Section 17. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1000; the court to have power to suspend said sentence and to revoke the suspension thereof.

### Section 18. Effective Date.

1	This ordinance shall be in full force and effect from and after its passage, approval and				
2	publication.	a viscot from and accor its passage, approvar and			
3					
4		Timothy J. Mahoney, Mayor			
5	(Seal)	• • •			
6	Attest:	First Reading:			
7	Steven Sprague, City Auditor	Second Reading: Final Reading:			
8	Steven oprague, City Auditor	Publication:			
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### Office of the City Attorney

City Attorney Erik R. Johnson

November 15, 2018

Assistant City Attorney Nancy J. Morris

Board of City Commissioners City Hall 225 4<sup>th</sup> Street North Fargo, ND 58102

RE: Ordinance Amendment—Driver's License Violations

Dear Commissioners:

I seek your permission and direction to draft amendments to certain City ordinances pertaining to driver's license violations. The requested changes will better accommodate situations in Fargo Municipal Court and District Court wherein the court, usually with the fully endorsement and recommendation of the City Prosecutor, will amend and reduce the charge against a defendant from Driving Under Suspension (DUS) to a lesser offense. There exists an age-old problem with respect to adjudication of DUS offenses. The problem is that drivers, whose licenses are suspended, are unable to attain motor vehicle liability insurance becausethey lack a current license. Both courts and prosecutors find it desirous to be able to encourage certain defendants, when the situation is appropriate, to restore their driving privileges so that they can lawfully drive a motor vehicle within the state and they can do so with the protection of motor vehicle liability insurance. This goal is undermined; however, if a conviction is entered, for a DUS offense because the conviction will trigger another suspension. In order to get these defendants off the suspension treadmill, the pending DUS charge must be reduced to an offense that will not cause the defendant's driver's license to be suspended once again. A logical offense to which the DUS charge could be reduced would be to the non-criminal offense of "no driver's license in possession". FMC §8-0305. Unfortunately however, our current such ordinance still triggers a four-point assessment against the defendant's driver's license at the North Dakota Department of Transportation. Frequently, a four-point assessment is sufficient to cause the defendant's license to be re-suspended. Therefore, I seek your permission and direction to draft amendments to our ordinances to add another violation akin to "No Driver's License in Possession" that will carry a zero point assessment against the defendant's driver's license record.

**SUGGESTED MOTION:** I move to direct the City Attorney to prepare one or more amendments to the Fargo Municipal Code related to Driving Without a License in Possession, as presented.

Erik R. Johnson

ERJ/Imw





November 1, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3107 Par St. N as submitted by Christine C. & Thomas D. Dowdell. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$195 with the City of Fargo's share being \$35.

Sincerety,

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** 

$\overline{}$	
1.	Name of Property Owner Christine & Thomas Dowdell Phone No. 298-6776
2.	Address of Property 3107 Par St N
	City FARGO State ND Zip Code 58102
3.	I t 3 Blv 2
4.	Parcel Number 01-0735-00110-000 Residential ■ Commercial □ Central Business District □
5.	Mailing Address of Property Owner Same
	City State Zip Code
De	escription 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). Remodel upper level bathroom
7.	Building Permit No. 181216 8. Year Built 1983
9.	Date of Commencement of making the improvement
	Estimated market value of property before improvement \$_344,100
11.	Cost of making the improvement (all labor, material and overhead) \$
12.	Estimated market value of property after improvement \$
Ap	plicant'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 Multiple Abunded Date 31 Oct 1/8
Ass	essor's Determination
14.	The local assessor finds that the improvements in this application has has not $\Box$ met the qualifications for
	exemption for the following reason(s): STEPPS FOR QUALIFYING WORK
	Assessor's Signature Un Muslim Date 11/2/18
Act	ion 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 BodyDate





November 7, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2844 28 Ave. S as submitted by Keith G. & Shelley A. Lesteberg. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$110 with the City of Fargo's share being \$20.

Sincerely,

Ben Hushka

Churko

City Assessor

Property	Identification
----------	----------------

Topotty Identification	
1. Name of Property Owner Kenha Shelley Lester berg Phone No.	
2. Address of Property 2844 28 Aw S	
City FARGO State ND Zip Code 5 8163	
3. Legal description of the property for which the exemption is being claimed.	
L+7, BIKI, Bluemont Park 1 st	
4. Parcel Number 01-0190. 00130 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). Bath remode 4 remove 5 hort	
while bit dining throng roums added the dured look	5-10
7. Building Permit No. 180038  8. Year Built 1988  7. Paid Cod	- ipal
9. Date of Commencement of making the improvement January 2018	side a
10. Estimated market value of property before improvement \$ 4 22,500	irose
11. Cost of making the improvement (all labor, material and overhead) \$	
do. a	
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 Milly Stabelly Date 11-5-18	
Assessor's Determination	
14. The local assessor finds that the improvements in this application has has not  met the qualifications for	
exemption for the following reason(s): 5 YEARS FOR QUAUFYING, WORK	
Assessor's Signature III Musellen Date 11/8/18	
Action of Governing Body	
15. Action taken on this application by local governing board of the county or city: Denied Approved	
Approval subject to the following conditions:	
Chairman of Governing Body Date	
Chairman of Governing BodyDate	





November 8, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2315 32 St. S as submitted by Ann C. Schmidt. 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.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$730 with the City of Fargo's share being \$125.

Sincerely.

Ben Hushka

City Assessor

hah

attachment

Property Id	entification
-------------	--------------

1. Name of Property Owner Ann C. Schmidt Phone No. 701-280-0594
2. Address of Property <u>2315</u> 325+5
City StateNDZip Code 5 8103
3. Legal description of the property for which the exemption is being claimed.
Lta, BIKa Westlake 6th
4. Parcel Number O1-4013-0019000 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). Finish basement * Remodel main
floor bath
7. Building Permit No. 1802 53 8. Year Built 1993
9. Date of Commencement of making the improvement Much 2018
10. Estimated market value of property before improvement \$192,800
11. Cost of making the improvement (all labor, material and overhead) \$ 43,977
12 Potiment I
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 Cu luby Date 11-6-2018
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: STEANS FOR QUALIFIED WORK
Assessor's Signature Len Anshin Date 12/13/18
Action of Governing Body
15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions:
Chairman of Courses in D. I.
Chairman of Governing BodyDate





November 8, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1418 20 St. S as submitted by Martin R. Aas. 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 \$175 with the City of Fargo's share being \$30.

Sincerely

Ben Hushka City Assessor

	1 /
1	1. Name of Property Owner MARTIN AAS Phone No
2	2. Address of Property 1418 20 ST S
	City FARGO State ND Zip Code 58103
3	
4.	1419 20 CT C
	City FARGO State ND Zip Code 58103
D	escription 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).  REMODEL KITCHEN, INCLUDING NEW FLOORING, CABINETS  & ELECTRICAL; REMODEL BATHROOM, WORK INCLUDING FLOORING, FIXUTRES, VENT, PLUMBING & ELECTRICAL
7.	Building Permit No. 181327  8. Year Built 1963
9.	Date of Commencement of making the improvement 7-30-/9
10.	Estimated market value of property before improvement \$\frac{139,900}{}\$
	Estimated market value of property after improvement \$ 3 9 174, 00
Аp	plicant'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 Mark 1/29 Date 1/-548
	essor'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): Stends For Public Minus  Assessor's Signature Date 1/15/18
Acti	ion of Governing Body
	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





November 13, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1014 24 Ave. S as submitted by David A. & Shanon Gregor. 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 \$255 with the City of Fargo's share being \$45.

Sincerely:

Ben Hushka City Assessor

Property	Identification
----------	----------------

1. Name of Property Owner David Shanon Gregor Phone No. 701-793-237
2. Address of Property 1014 24 Ave S
City FARGO State ND Zip Code 58163
3. Legal description of the property for which the exemption is being claimed. W 5' of Lt9, E 65'
of L+ 8, BIK 4 Schonberg S
4. Parcel Number 01-2710-00880000 Residential M 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). Remove walls dosets to Create
Sitting loffice area - more window & new flooring
7. Building Permit No. 171899/172166 8. Year Built 1963
9. Date of Commencement of making the improvement October 2017
10. Estimated market value of property before improvement \$ 208,000
11. Cost of making the improvement (all labor, material and overhead) \$ 40,006
12. Estimated market value of property after improvement \$ 227,700
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 // Date 10/3//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) TYRS FOR QUALIFYING WONG
Assessor's Signature of Assessor's Date 11/13/18
Action of Governing Body
15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions:
Chairman of Governing Body
Date





November 7, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2819 Longfellow Rd. N as submitted by Craig & Kaia Ehrmantraut. 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 \$585 with the City of Fargo's share being \$100.

Sincerely.

Ben Hushka

City Assessor

Property Identification	1
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1	Name of Property Owner Craig & Kaia Ehrmantraut Phone No. 701-793-12		
2	2910 Langfollow Pd N		
	City FARGO State ND Zip Code 58102		
3	1 t O DIL 4		
4	residential e Commercial Central Business District		
5.	g		
L	City State Zip Code		
D	escription Of Improvements For Exemption		
6.	the office that the exemption is being		
	claimed (attach additional sheets if necessary). Remodel kitchen		
7.	Building Permit No. 172451  8. Year Built 1968		
9.	Date of Commencement of making the improvement 12-8-17		
10	Estimated market value of property before improvement \$287,000		
11	Cost of making the improvement (all labor, material and overhead) \$		
12.	Estimated market value of property after improvement \$		
	plicant'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 Lawy Elevater Date 11-5-18		
Ass	essor'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 16 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18		
Act	ion 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 BodyDate		





November 7, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3720 Fairway Rd. N as submitted by Nicholas L. & Rachel R. Kjonaas. 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 \$920 with the City of Fargo's share being \$155.

Sincerely

Ben Hushka City Assessor

_			
1.	1 110110 110,		
2.	Address of Property 3720 Fairway Rd N		
	City FARGO State ND Zip Code 58102		
3.	I + 1/1 RIV 1		
4.	Parcel Number 01-1003-00140-000 Residential Commercial Central Business District		
5,	Mailing Address of Property Owner_Same		
_	City State Zip Code		
De	scription 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). Updated shingles, insulation, gutters,		
	furnace & a/c, kitchen, flooring, master bath		
7.	Building Permit No. 8. Year Built 1977		
9.	Date of Commencement of making the improvement 11-1-2019		
10.	Estimated market value of property before improvement \$\frac{428,600}{}\$		
11. Cost of making the improvement (all labor, material and overhead) \$			
12.	Estimated market value of property after improvement \$		
	elicant'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 Date 11-6-2018		
Asse	essor's Determination		
	The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s):   Assessor's Signature  Date		
Action of Governing Body			
15. 4	Action taken on this application by local governing board of the county or city: Denied Approved		
Å	Approval subject to the following conditions:		
31=	Chairman of Governing BodyDate		





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2849 Hickory St. N as submitted by Amy & Andrew Herian. 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 \$325 with the City of Fargo's share being \$55.

Sincerely

Ben Hushka City Assessor

Oity 7 (330330)

hah

attachment

Pr	operty Identification		
1.	Name of Property Owner Amy & Andrew Herian Phone No. 701-367-1517		
2.	Address of Property 2849 Hickory St N		
-	City FARGO State ND Zip Code 58102		
3.	Legal description of the property for which the exemption is being claimed.  Lt 20 Blk 8  Elm Tree Park 2nd		
4.	Parcel Number 01-0751-00350-000 Residential Commercial Central Business District		
5.	Mailing Address of Property Owner_Same		
	CityStateZip Code		
De	scription 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). Remodel kitchen		
7.	Building Permit No. 181009 8. Year Built 1970		
9.	Date of Commencement of making the improvement July 10th, 2018		
10.	Estimated market value of property before improvement \$255,200		
11.	Cost of making the improvement (all labor, material and overhead) \$ 25,000		
12.	Estimated market value of property after improvement \$		
App	plicant'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 Date 11-1-18		
Ass	essor's Determination		
14.	The local assessor finds that the improvements in this application has a has not — met the qualifications for		
	exemption for the following reason(s): Steppes for Qualitying Work		
	Assessor's Signature On Journey Date 11/6/18		
Acti	ion 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		





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 3245 17 Ave. S Unit 102 as submitted by Karen Timm. 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 \$135 with the City of Fargo's share being \$25.

Sincerely.

Ben Hushka City Assessor

Property	Identifica	tion
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1.	Name of Property Owner KAREN TIMM Phone No. 360-286-0562
2.	Address of Property 3245 17 AVE S UNIT 102
	City FARGO State ND Zip Code 58103
3.	Legal description of the property for which the exemption is being claimed.  LT 16 BLK 1 PRAIRIE SOUTH ADDN REPLAT OF SOUTH MEADOW SUBD CEDAR CONDO UNIT 102
4.	Parcel Number 01-5600-00802-000 Residential Commercial Central Business District Mailing Address of Property Owner 3245 17 AVE S UNIT 102
] 3.	City FARGO State ND Zip Code 58103
	alteration made to the building for which the exemption is being REMODEL EXISTING BATHROOM; UPDATED CARPET
7.	Building Permit No. 180238 8. Year Built 1978
9.	Date of Commencement of making the improvement $4-18-18$
10.	Estimated market value of property before improvement \$\_107,600
11.	Cost of making the improvement (all labor, material and overhead) \$_/4_000
12.	Estimated market value of property after improvement \$\frac{118,200}{}\$
	plicant'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 Date 13/-/8
$\overline{}$	essor's Determination
1	The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5/6/25 FOR GUNLIFYING WORKS  Assessor's Signature Out Outside Date 11/6/18
Acti	ion of Governing Body
1	Action taken on this application by local governing board of the county or city: Denied Approved Approved Approval subject to the following conditions:
	Chairman of Governing BodyDate





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1526 9 St. N as submitted by Mitchell H. & Michelle EY Cunningham. 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 \$35 with the City of Fargo's share being \$5.

Sincerety.

Ben Hushka City Assessor

hah

attachment

<b>Property</b>	Identification
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1.	Name of Property Owner MITCHELL & MICHELLE CUNNINGHAM Phone No. 76 307 017
2.	Address of Property 1526 9 ST N
	City FARGO State ND Zip Code 58102
3.	Legal description of the property for which the exemption is being claimed.  LT 7 BLK 4 CHANDLERS BROADWAY ADDN
4.	Parcel Number Residential ■ Commercial □ Central Business District □
5.	Mailing Address of Property Owner 1526 9 ST N
	City FARGO State ND Zip Code 58102
De	scription 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).
7.	Building Permit No. 180797  8. Year Built 1946
9.	Date of Commencement of making the improvement
	Estimated market value of property before improvement  Cost of making the improvement (all labor, material and overhead) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
	Estimated market value of property after improvement \$\frac{158,800}{\\$}
	plicant'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 Millip Language Date // (// S
	sessor'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) O YEARS FOR OVAUFYING WORLD
	Assessor's Signature MM Mushed Date 11/6/18
Act	tion 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 BodyDate





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 814-816 32 St. N as submitted by Darian L. Hanson. 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 \$355 with the City of Fargo's share being \$60.

Sincerely

Ben Hushka City Assessor

hah

attachment

1.1	operty recumentation
1.	Name of Property Owner Darian Hanson Phone No. 701-338-3210
2.	Address of Property 814-816 32 St N
	City FARGO State ND Zip Code 58102
3.	Pt of Lts 8 & 7, Blk 8, Stuart Hilleboe
4.	Parcel Number 01-1260-00640-000 Residential ■ Commercial □ Central Business District □
5.	Mailing Address of Property Owner 17347 W Alpine Ln
	City_Lake Park State_MN Zip Code_56554-9666
De	scription 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). Repair damage as needed to unit 816
7.	Building Permit No. 180450 8. Year Built 1977
9.	Date of Commencement of making the improvement 04/23/18
10.	Estimated market value of property before improvement \$\frac{157,500}{}\$
11.	Cost of making the improvement (all labor, material and overhead) \$
12.	Estimated market value of property after improvement \$\frac{18417\times}{184000000000000000000000000000000000000
	plicant'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
	essor'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 / FRS FOR QUALIFY WE WORK  Assessor's Signature Date Date
_	ion 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 BodyDate





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 2105 2 St. N as submitted by Richard A. & Trudy M. Huschka T/O/D. 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 \$305 with the City of Fargo's share being \$50.

Sincerely

Ben Hushka City Assessor

Christon

roperty Identification	
1. Name of Property Owner Richard + Trudy Huschka Phone No. 7/1-232-6	260
2. Address of Property 2105 and St. N.	
City FARGO State ND Zip Code 58102	
3. Legal description of the property for which the exemption is being claimed.	
Lat 11 Black 1 North Park Addition	
4. Parcel Number OI-3130-00110-000 Residential Marcol Central Business District	
5. Mailing Address of Property Owner <u>Same</u>	_
City State Zip Code	
Description Of Improvements For Exemption	
Describe the type of renovating, remodeling or alteration made to the building for which the exemption is beir	ıg
claimed (attach additional sheets if necessary). Remodel Kitchen	
. Building Permit No. 180132 8. Year Built 1963	
. Date of Commencement of making the improvement $2/12/18$	
0. Estimated market value of property before improvement \$\frac{235,000}{235,000}	
1. Cost of making the improvement (all labor, material and overhead) \$_58,800	
2. Estimated market value of property after improvement \$ 358,400	
pplicant's Certification and Signature	
3. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.	
Applicant's Signature where le Huschker Date 11-5-201	8
ssessor's Determination	
I. The local assessor finds that the improvements in this application has 🎜 has not 🗆 met the qualifications for	or
exemption for the following reason(s): 5 YEARS FOR QUAUFYING WORK	_
Assessor's Signature On Ous Su Date 11/6/18	_
ction of Governing Body	
. Action taken on this application by local governing board of the county or city: Denied Approved	$\neg$
Approval subject to the following conditions:	-
Chairman of Governing Body Date	
Chairman of Governing Body Date	= [





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1601 6 St. S as submitted by Dmitry Kovalyov & Kari A. Losee. 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 \$470 with the City of Fargo's share being \$80.

Sincerely

Ben Hushka City Assessor

	oper of recommendation
1.	Name of Property Owner Dnitry Kovalyou & Kari Losee Phone No.
2.	Address of Property 1601 6 St. S.
	City FARGO State ND Zip Code 58103
3.	Legal description of the property for which the exemption is being claimed.
	Lt. 1 & Pt Lt 2 Blk 6 Lewis Addn.
4.	Parcel Number 6-1720-00520-000 Residential   Commercial □ Central Business District □
5.	Mailing Address of Property Owner 1001 6 St. S.
	City Fargo State NO Zip Code 58103
De	scription 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). 8x14'addition; Conversion of attach
	garage to St. New siding including Soffit, Pascia gutters.
7.	Building Permit No. 171234, 171274,: 18022 8. Year Built
9.	Date of Commencement of making the improvement 09/2017
10.	Estimated market value of property before improvement \$_248,100
(11.)	Cost of making the improvement (all labor, material and overhead) \$
	Estimated market value of property after improvement \$ 284,200
App	olicant'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 Dinitry Hovaly Date 10/31/2018
Ass	essor's Determination
14.	The local assessor finds that the improvements in this application has has not under the qualifications for
	exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
	Assessor's Signature Washin Date 1//6/18
Acti	on 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
	VINNERING VI SIVIVIIIIE DUUT





November 6, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1725 14 St. S as submitted by Lora J. Wallgren T/O/D. 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 \$75 with the City of Fargo's share being \$10.

Sincerety,

Ben Hushka City Assessor

11	operty identification
1	Name of Property Owner Lora Wallgren Phone No. 101 234 0802  Address of Property 1725 1474 57. 52th
2.	
	City FARGO State ND Zip Code 58103
3.	Legal description of the property for which the exemption is being claimed.
	N59' of L+7 B1k3 Bohnsacks Ist
4.	Parcel Number 6 1-0161-60430-00 Residential Commercial Central Business District
5.	Mailing Address of Property Owner 1725 14 St. S.
	City Fange State NO Zip Code 58/03
De	scription 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)
	Remodel Kitchen
7.	Building Permit No. 172523 8. Year Built 1955
9.)	Date of Commencement of making the improvement 1-5-18
10.	Estimated market value of property before improvement \$_\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
11.	Cost of making the improvement (all labor, material and overhead) \$
12.	Estimated market value of property after improvement \$ \\ \173, \\ \200
0.000	plicant'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 XOPA Wallqne- Date 1/-1-18
Ass	essor's Determination
14.	The local assessor finds that the improvements in this application has A has not — met the qualifications for
	exemption for the following reason(s): 5 YEABS FOR QUALIFYING WORL
	Assessor's Signature Charles Date 1/6/18
Act	ion 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
	Chairman of Governing BodyDate





October 30, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1625 14 Ave. S as submitted by Tammy & Jeffrey Osborn. 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 \$135 with the City of Fargo's share being \$25.

Sincerely,

Ben Hushka City Assessor

1.								
2.	Address of Property 1625 14 AVE S							
	City FARGO State ND Zip Code 58103							
3.	Legal description of the property for which the exemption is being claimed.  LT 14 BLK 7 MORTON & DOTYS ADDN							
4.	Parcel Number 01-2040-01680-000 Residential Commercial Central Business District							
5.	Mailing Address of Property Owner 1625 14 AVE S							
	City_FARGO State_ND Zip Code_58103							
De	scription Of Improvements For Exemption							
6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being							
	RESIDE DWELLING WITH VINYL SIDING; REPLACE SOFFITS, FASCIA & GUTTERS claimed (attach additional sheets if necessary).							
	,							
	181065 1968							
7.	Building Permit No. 181065  8. Year Built 1968							
9.	Date of Commencement of making the improvement 7/14/18							
10.	Estimated market value of property before improvement \$\frac{177,300}{}\$							
11.	Cost of making the improvement (all labor, material and overhead) \$							
12.	Estimated market value of property after improvement \$\frac{190,000}{}							
App	plicant'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 All 5 Date 10/22/13							
	essor'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 Date 11/2/18							
Act	ion 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							





November 1, 2018

Board of City Commissioners City Hall Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1209 15 St. S as submitted by Teresa L. Ash. 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 \$80 with the City of Fargo's share being \$15.

Sincerely,

Ben Hushka City Assessor

_	Fared American
1	Name of Property Owner Tevesa Ash Phone No. 701-318-1988
2	Address of Property 1209 15 STS
	City FARGO State ND Zip Code 58103
3.	Legal description of the property for which the exemption is being claimed.
	L+7 BIKS Fredriksons
4.	Parcel Number 61-0960-004807W Residential 🛛 Commercial 🗆 Central Business District
5.	Mailing Address of Property OwnerSame
	City State Zip Code
D	escription 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). Siding & Windows replaud
7.	Building Permit No. 18 1116 8. Year Built 1940
9.	Date of Commencement of making the improvement July 2018
10.	Estimated market value of property before improvement \$113,400
11.	Cost of making the improvement (all labor, material and overhead) \$ 20,000
12.	Estimated market value of property after improvement \$ 119,7\omega\$
	plicant'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 ////////////////////////////////////
Ass	essor's Determination
14.	The local assessor finds that the improvements in this application has A has not $\Box$ met the qualifications for
	exemption for the following reason(s): SYEMRS FOR BUALIFYING, WONK
	Assessor's Signature Our Austin Date 11/2/18
Act	ion 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 CC ' P. I
	Chairman of Governing Body Date

#### Page 67

#### APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

\$35.00 11-7-18

OFFICE OF ATTORNEY GENERAL SFN 9338 (08/2016)

S NORUS	Application	for:	★ Local F	Permit	* 🗆	Charity	/ Local Per	mit (one	event p	er year)
Name of Non-profit Organization								For a raffle, provide drawing date(s):		
Person Responsible for the Gaming Operation and Disbursement of Net Income				7:4	to			12-2-18		
Steve Mehus					Title			Business Phone Number 101 526 3307		
Business Address				Ci	Toeasure City_			State Zip Code		
P.O. Box 3	258				City Fasso			ND		58108
Mailing Address (if differ				Ci	Oity District			State NP	Zip C	Code 58108
Name of Site Where Ga	me(s) will be Conducted		-	Si	Site Address				1 2	0108
	Ire Arena			4404 23rd Ave S.						
City Farso				St	State Zip Code County  NO 58103 Con			m	n	
Check the Game(s) to b	e Conducted: Poker, Twent	y-one, and I	Paddlewheels	may be				1		
Bingo	Raffle Board	Calenda	ar Raffle	Sports	Pool	Pok	ker * 🔲 7	wenty-on	e * 🔲	Paddlewheels *
DESCRIPTION AND F	RETAIL VALUE OF PRIZE	S TO BE	AWARDED							
Game Type	Description of Prize		√alue of ize		Same Ty	ре	Descripti	on of Pri	ze	Retail Value of Prize
Ruffle Beriet	x50x 15		79-60							
Roll Board	Beats wise less headply	1 729	9,95							
ADDO TOO TOO TOO TOO										
Raffle Board	Apple water	\$2	79,00			19				
i L										
	B							Tota		mit \$12,000 per year) \$74.95
Intended uses of gami	ng proceeds: To help	76	the cos		217 CONTROL OF	uny a		- Profi	T yo	in alex
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.										
	eived a charity local permit fro ot qualify for a local permit or c			county fo	r the fisca	al year Ju	ly 1 through .	June 30?	No	Yes - If "Yes,"
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: \$\frac{41}{500.00}\$. This amount is part of the total prize limit of \$12,000 per year.										
Signature o/Organiza/on	s Top Executive Official	-	Date		Title				Busines	s Phone Number
XH_III			11-3-19	8	Tre	cosucel				526 3307



#### APPLICATION FOR A LOCAL PERMIT OF CHARITY LOCAL PERMIT

325.00 DIE 13-18

OFFICE OF ATTORNEY GENERAL SFN 9338 (08/2016)

VORT	Application	for: K Local	Permit *☐ Charit	y Local Permit (one eve	nt per year)				
Name of Non-profit Orga	F Columbus		Date(s) of Activity	5/23	rovide drawing date(s):				
Duane	he Gaming Operation and Dis	bursement of Net Incom	Title /	Business Pho	10 Number				
Business Address	5th Street	5 #15	City	State Z	ip Code				
Mailing Address (if differ		J. T/~	City	State Z	ip Code				
Name of Site Where Gar	me(s) will be Conducted	Church	Site Address	35th Stre	et S.				
Fargo			State Zip Co.	104 (ass	-,				
	e Conducted: * Poker, Twent Raffle Raffle Board	y-one, and Paddlewheel ' Calendar Raffle		y a Charity Local Permit. ker *	Paddlewheels *				
DESCRIPTION AND R	ETAIL VALUE OF PRIZE	S TO BE AWARDED							
Game Type	Description of Prize	Retail Value of  Prize	Game Type	Description of Prize	Retail Value of Prize				
Calendar	Cash 1	2200							
(Raffle)	,								
				Total:	(Limit \$12,000 per year) \$2200				
Intended uses of gamin	ng proceeds: <u>New</u>	man Cent	er a ND	54					
	esently have a state gaming I e Office of Attorney General a		s - If "Yes," the organizatio	n is not eligible for a local pe	rmit or charity local				
Has the organization rece	eived a charity local permit fro t qualify for a local permit or c	om this or another city or	county for the fiscal year Ju	uly 1 through June 30?	o Yes - If "Yes,"				
	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 Ton Evocutius Official	I Data	Title	1-					
Durane Dev	S TOP EXECUTIVE OTICIAL	11/13/	18 Chair	verson 70	ness Phone Number 21-650 -9697				
1		//		7	,				



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

25.00 V2127 11-15-18

W NORTH W	Application	for: 🗷 Local Pe	rmit *□ Ch	arity Local Pe	rmit (one ev	ent per year)		
Name of Non-profit Organical Ben	$\cap$ $\cap$	Anderson	Date(s) of Activi	ty to 12/2/18	For a raffle, provide drawing date(s):			
Person Responsible for the Mauwell Bu	Title	e Member	Business Phone Number					
825 26th 1			West Fu			Zip Code 58078		
Mailing Address (if differ	tre S		city Farqo	J	State ND	Zip Code 58103		
Name of Site Where Gar	me(s) will be Conducted		Site Address 1515 42					
City. Four go			ND 5	Code 8103		Cass		
	e Conducted: * Poker, Twent Raffle 🔀 Raffle Board	y-one, and Paddlewheels m	nay be Conducted on Sports Pool	5	cal Permit. fwenty-one *	Paddlewheels *		
DESCRIPTION AND R	RETAIL VALUE OF PRIZE							
Game Type	Description of Prize	Retail Value of Prize	Game Type	Descripti	ion of Prize	Retail Value of Prize		
Rattle	Autographed Carson Wentz Game Jersey	\$ 750						
Raffle Board	Autographed Mike, Trout Bat	\$ 1,000						
Kaffle	Autographed Adam Thirlen Jersey	\$750						
Raffle	Delta by Marriott Hotel Suite	\$ 200						
Raffle	Micah Zimmerman Art Diece	\$375						
Ruffle	Split the Pot (50/50)	\$4.000						
	\							
					Total	(Limit \$12,000 per year) \$ 7 , 075		
Intended uses of gamin	ng proceeds: defvay	medical costs	for Travis	Anderson	and 1	nis family.		
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? 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? No Yes - If "Yes," indicate the total value of all prizes previously awarded: \$\frac{1}{2}\text{. This amount is part of the total prize limit of \$12,000 per year.}\$								
Sanaphrener With anization	NO Ekachive Official	Date	Title			inong Dhong Alizz-La		
ENUMBER	CHILL	11/15/18		ittee Mer	When 170	iness Phone Number		
		33 23 102	Raff	le Coordina	tor			

Page 70

#### NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo, Auditors Office - Gaming 200 N 3rd Street, Fargo, ND 58102 Phone: 701-241-1304 1 GAMING 1 <del>75.0</del> 1054

701-315-0537

Rev. 07-2015 Name of Student Organization Date(s) of Activity NASU to Person Responsible for the Gaming Operation Time of Event 5,00 □ a.m. **⊠** p.m. Street Address of Student Organization City Zip Code State Name of Site Where Game(s) will be Conducted Street Address City Zip Code State County 580 Cass Check the Game Types to be Conducted: ☐ Bingo Raffle Boards Raffle Calendar Raffle Sports Pool DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED Game Type Description of Prize Retail Value of Prize Game Type Description of Prize Retall Value of Prize \$ 500 (Limit \$12,000 per year) 500. Intended uses of gaming proceeds: to competitive Tave Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? **⋈** No 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. ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union. I acknowledge that the student organization is registered by the Administration of North Dakota State University. Signature Date **Business Phone Number** 121 The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NOSU Signature of Contact Person **Business Phone Number** 

11/15/18

#### NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

1546	1254	N	58/02
			0 -10 0

City of Fargo, Auditors Office - Gaming 200 N 3rd Street, Fargo, ND 58102 Phone: 701-241-1304 Rev. 07-2015

	•	,	****
/		no	51
Y	/	00	P
	س		á
di	20	00	/

Name of Student Organize	atlon	1,04, 07-2		(s) of Activity th		4	
NOSU Judging Cub			AK	April 8 to 12			
Person Responsible for the		Time of,Event  12.100 □ a.m. ★ p.m.					
Street Address of Student	Street Address 1350 Albright Blud Forgo NAS 8105 State Zip Code NO 58108  State Zip Code County Cas S						
Name of Site Where Game(s) will be Conducted Shepperd Arena City							
					Check the Game Types to	be Conducted:	ilngo 🔲 Raffle Boards
DESCRIPTION AND	RETAIL VALUE OF F	PRIZES TO BE AWARD	ED		~		
Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of	of Prize	Retail Value of Prize	
ialendur rafte	cash	\$ 50				\$	
٤(	cash	200					
11	cash	SQ					
11	cash	500					
81	-64	50					
Į (	cash	200				- 8	
45	-cagn	<b>50</b>					
		- 20 20		*	L	(Llmit \$12,000 per year \$ //000.	
ntended uses of gaming p	roceeds: For W	se in travelle	ng to com	petitive si	nely ing	contest	
las the organization receive "Yes," indicate the total val	d a local permit from this o ue of all prizes previously a	er another city or county for the	e fiscal year July 1	through June 30?	☐ No f \$12.000 pe	Yes	
CKNOWLEDGEMEN	T BY NDSU - Must be	e signed by the Associated and Activities Office -	ite Director of Si	tudent Activities or			
acknowledge that the 🔝	IDSU Judging	0.	ivestock a		fent organiza	ation is registered by	
e Administration of North D gnature	akota State University.	Title		Date	Rusiness	Phone Number	
Kul	1	Assish T	Director	11/15/18		231.8242	
policy of North Dakota Si gistered student organization	tate University requires the on of NDSU.	it a student organization obta		edgment by its admini			
gnature of Contact Person	1/	Title	[	Date		Phone Number	
There &	all	Misden	+	111/15/18	701	315 05 37	



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

Licenses & Permits       3,802,450       3,897,095       9         Fines & Traffic Tickets       1,650,400       1,521,130       (12         Intergovernmental Revenue       17,823,861       19,030,831       1,20         Charges for Services       13,889,263       13,554,999       (33         Interest       2,570,150       3,827,883       1,25         Miscellaneous Revenue       811,310       740,160       (7         Transfers In       13,119,655       12,271,391       (84         EXPENDITURES:         City Administrator       \$ 5,193,338       \$ 5,214,935       \$ (2         Finance       6,166,329       6,060,378       10         Planning & Development       3,104,430       2,872,170       23         Transit       6,382,063       6,126,256       25         Public Works       13,096,629       12,898,397       19         Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490 <th></th>	
Taxes         \$ 28,699,057         \$ 28,025,974         \$ (67)           Licenses & Permits         3,802,450         3,897,095         \$ (67)           Fines & Traffic Tickets         1,650,400         1,521,130         (12)           Intergovernmental Revenue         17,823,861         19,030,831         1,20           Charges for Services         13,889,263         13,554,999         (33)           Interest         2,570,150         3,827,883         1,25           Miscellaneous Revenue         811,310         740,160         (7)           Transfers In         13,119,655         12,271,391         (84)           Total Revenues         \$ 82,366,146         \$ 82,869,463         \$ 50           EXPENDITURES:         City Administrator         \$ 5,193,338         \$ 5,214,935         \$ (2)           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16	E
Taxes         \$ 28,699,057         \$ 28,025,974         \$ (67)           Licenses & Permits         3,802,450         3,897,095         \$ (67)           Fines & Traffic Tickets         1,650,400         1,521,130         (12)           Intergovernmental Revenue         17,823,861         19,030,831         1,20           Charges for Services         13,889,263         13,554,999         (33)           Interest         2,570,150         3,827,883         1,25           Miscellaneous Revenue         811,310         740,160         (7)           Transfers In         13,119,655         12,271,391         (84)           Total Revenues         \$ 82,366,146         \$ 82,869,463         \$ 50           EXPENDITURES:         City Administrator         \$ 5,193,338         \$ 5,214,935         \$ (2)           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16	
Licenses & Permits Fines & Traffic Tickets I,650,400 I,521,130 Intergovernmental Revenue I7,823,861 I9,030,831 I,20 Charges for Services I3,889,263 I3,554,999 Interest Z,570,150 X,827,883 I,25 Miscellaneous Revenue B11,310 T40,160 Transfers In I3,119,655 I2,271,391 (84  Total Revenues  \$ 82,366,146 \$ 82,869,463 \$ 50  EXPENDITURES: City Administrator Finance Finance Finance Finance G,166,329 G,060,378 I0 Planning & Development J,104,430 Z,872,170 Z3 Transit G,382,063 G,126,256 Public Works I3,096,629 I2,898,397 Fire Department D,776,903 I0,553,145 Police I6,468,615 I6,118,848 Health B,993,910 B,053,490 G Commission S23,532 S06,490 I1	
Fines & Traffic Tickets         1,650,400         1,521,130         (12 Intergovernmental Revenue           Charges for Services         13,889,263         13,554,999         (33 Interest           Interest         2,570,150         3,827,883         1,25 Miscellaneous Revenue         811,310         740,160         (7 Transfers In           Total Revenues         \$82,366,146         \$82,869,463         \$50           EXPENDITURES:         City Administrator         \$5,193,338         \$5,214,935         (2 Finance           Finance         6,166,329         6,060,378         10 Finance         10,4430         2,872,170         23 Finance         25 Finance         25 Finance         25 Finance         2,872,170         23 Finance         25 Finance         25 Finance         2,872,170         23 Finance         25 Finance         2,872,170         23 Finance         25 Finance         2,872,170         23 Finance         25 Finance         25 Finance         2,872,170         23 Finance         25 Finance         25 Finance         2,872,170         23 Finance         25 Finance         26 Finance         26 Finance         26 Finance         26 Finance         26 F	3,083)
Intergovernmental Revenue	4,645
Charges for Services         13,889,263         13,554,999         (33)           Interest         2,570,150         3,827,883         1,25           Miscellaneous Revenue         811,310         740,160         (7           Transfers In         13,119,655         12,271,391         (84           EXPENDITURES:           City Administrator         \$ 5,193,338         \$ 5,214,935         \$ (2           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16,118,848         34           Health         8,993,910         9,053,490         (5           Library         3,594,447         3,730,544         (13           Commission         523,532         506,490         1	9,270)
Interest         2,570,150         3,827,883         1,255           Miscellaneous Revenue         811,310         740,160         (7           Transfers In         13,119,655         12,271,391         (84           Total Revenues         \$ 82,366,146         \$ 82,869,463         \$ 50           EXPENDITURES:           City Administrator         \$ 5,193,338         \$ 5,214,935         \$ (2           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16,118,848         34           Health         8,993,910         9,053,490         (5           Library         3,594,447         3,730,544         (13           Commission         523,532         506,490         1	6,970
Miscellaneous Revenue         811,310         740,160         (7           Transfers In         13,119,655         12,271,391         (84           Total Revenues         \$ 82,366,146         \$ 82,869,463         \$ 50           EXPENDITURES:         City Administrator         \$ 5,193,338         \$ 5,214,935         (2           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16,118,848         34           Health         8,993,910         9,053,490         (5           Library         3,594,447         3,730,544         (13           Commission         523,532         506,490         1	4,264)
Transfers In         13,119,655         12,271,391         (84)           Total Revenues         \$ 82,366,146         \$ 82,869,463         \$ 50           EXPENDITURES:         City Administrator         \$ 5,193,338         \$ 5,214,935         \$ (2)           Finance         6,166,329         6,060,378         10           Planning & Development         3,104,430         2,872,170         23           Transit         6,382,063         6,126,256         25           Public Works         13,096,629         12,898,397         19           Fire Department         10,776,903         10,553,145         22           Police         16,468,615         16,118,848         34           Health         8,993,910         9,053,490         (5)           Library         3,594,447         3,730,544         (13)           Commission         523,532         506,490         1	7,733
Total Revenues         \$ 82,366,146 \$ 82,869,463 \$ 50           EXPENDITURES:         City Administrator         \$ 5,193,338 \$ 5,214,935 \$ (2           Finance         6,166,329 \$ 6,060,378 \$ 10           Planning & Development         3,104,430 \$ 2,872,170 \$ 23           Transit         6,382,063 \$ 6,126,256 \$ 25           Public Works         13,096,629 \$ 12,898,397 \$ 19           Fire Department         10,776,903 \$ 10,553,145 \$ 22           Police         16,468,615 \$ 16,118,848 \$ 34           Health         8,993,910 \$ 9,053,490 \$ (5           Library         3,594,447 \$ 3,730,544 \$ (13           Commission         523,532 \$ 506,490 \$ 1	1,150)
EXPENDITURES:         City Administrator       \$ 5,193,338 \$ 5,214,935 \$ (2         Finance       6,166,329 6,060,378 10         Planning & Development       3,104,430 2,872,170 23         Transit       6,382,063 6,126,256 25         Public Works       13,096,629 12,898,397 19         Fire Department       10,776,903 10,553,145 22         Police       16,468,615 16,118,848 34         Health       8,993,910 9,053,490 (5         Library       3,594,447 3,730,544 (13         Commission       523,532 506,490 1	8,264)
City Administrator       \$ 5,193,338 \$ 5,214,935 \$ (2         Finance       6,166,329 6,060,378 10         Planning & Development       3,104,430 2,872,170 23         Transit       6,382,063 6,126,256 25         Public Works       13,096,629 12,898,397 19         Fire Department       10,776,903 10,553,145 22         Police       16,468,615 16,118,848 34         Health       8,993,910 9,053,490 (5         Library       3,594,447 3,730,544 (13         Commission       523,532 506,490 1	3,317
City Administrator       \$ 5,193,338 \$ 5,214,935 \$ (2         Finance       6,166,329 6,060,378 10         Planning & Development       3,104,430 2,872,170 23         Transit       6,382,063 6,126,256 25         Public Works       13,096,629 12,898,397 19         Fire Department       10,776,903 10,553,145 22         Police       16,468,615 16,118,848 34         Health       8,993,910 9,053,490 (5         Library       3,594,447 3,730,544 (13         Commission       523,532 506,490 1	
Finance       6,166,329       6,060,378       10         Planning & Development       3,104,430       2,872,170       23         Transit       6,382,063       6,126,256       25         Public Works       13,096,629       12,898,397       19         Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	1,597)
Planning & Development       3,104,430       2,872,170       23         Transit       6,382,063       6,126,256       25         Public Works       13,096,629       12,898,397       19         Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	5,951
Transit       6,382,063       6,126,256       25         Public Works       13,096,629       12,898,397       19         Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	2,260
Public Works       13,096,629       12,898,397       19         Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	5,807
Fire Department       10,776,903       10,553,145       22         Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	3,00 <i>1</i> 3,232
Police       16,468,615       16,118,848       34         Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	3,758
Health       8,993,910       9,053,490       (5         Library       3,594,447       3,730,544       (13         Commission       523,532       506,490       1	9,767
Library 3,594,447 3,730,544 (13 Commission 523,532 506,490 1	9,580)
Commission 523,532 506,490 1	3,380) 3,097)
	7,042
595,057 504,250 3	7,042 0,807
Social Services 358,400 348,809	9,591
	2,408
·	
· · · · · · · · · · · · · · · · · · ·	3,259
	4,386
Transfers Out	7,268
Total Expenditures \$ 82,756,711 \$ 80,768,449 \$ 1,98	3,262
Excess of Revenue Over (Under) Expenditures \$ (390,565) \$ 2,101,014 \$ 2,49	1,579





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

DATE:

**NOVEMBER 15, 2018** 

RE:

**CHILD CARE CENTERS - ARTICLE 13-11** 

Staff at Fargo Cass Public Health request Article 13-11, associated with Child Care Centers, be directed to the City of Fargo Attorney for review and revisions.

If you have any questions, please contact me at 241-1388.

**Suggested Motion:** Move to direct Article 13-11, Child Care Centers, to the City Attorney for review and revisions.

GL/la Enclosure







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:

**NOVEMBER 15, 2018** 

RE0:

**AGREEMENT FOR SERVICES WITH AE2S** 

COMMUNICATIONS FOR BREASTFEEDING MARKETING

FOR \$4,000 RFP: 17362

The attached Contract Agreement with AE2S Communications is to provide marketing and communication for the breastfeeding initiatives.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with AE2S Communications.

DF/LA Enclosure



#### **CONTRACT AGREEMENT**

**THIS AGREEMENT,** effective the 8<sup>th</sup> day of November 2018, by and between Fargo Cass Public Health ("FCPH"); and AE2S Communications.

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

- A. Term of Agreement: The parties entered into a written agreement for the period of November 8, 2018 through September 30, 2019.
- **B.** Statement of Work: A comprehensive marketing and communications campaign will be developed and implemented to promote local concession stand initiatives. Promotion of breastfeeding campaign initiatives are ongoing.
- C. Reimbursement: The contracting company, AE2S Communications, shall be reimbursed on an hourly basis according to the Hourly Fee Schedule (attached) and submit an invoice with reimbursement not to exceed \$4,000.
- **D. Termination:** This agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality: The contracting consultant agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

**Special Considerations:** 

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

**In Witness** thereof, this contract agreement has been executed between the Grant Partner and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH	CONSULTANT
By Desi Fleming, Director of Public Health	By Andrea Boe, AE2S Communications
Date	Date11-15-18
By Timothy J. Mahoney, <i>Mayor, City of Fargo</i>	
Date	

#### REPORT OF ACTION



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: City Centre Lofts between 3<sup>rd</sup> & 4<sup>th</sup> Ave

Type: City Centre Lofts Developer and Road Use

Agreement

Date of Hearing:

11/13/2018

Routing
City Commission
PWPEC File
Project File

Date 11/19/2018 X Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding the City Centre Lofts Developer and Road Use Agreement for the City Centre Lofts complex. The project has an expected duration approximately 9 months with ROW use until March 2019.

This is for use of right-of-way on 4<sup>th</sup> Avenue and 2<sup>nd</sup> Street North.

Subject to attorney review of both developer agreements to make sure there is sufficient insurance.

On a motion by Bruce Grubb, seconded by Brenda Derrig, the Committee voted to recommend approval of the Developer and Road Use Agreement with 404 Place, LLC, Kevin J. Hall.

#### RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Developer and Road Use Agreement.

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N	/A
N/	/A
N.	/Δ

#### COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

Brenda E. Derrig, P.E.

City Engineer

#### **Developer and Road Use Agreement**

This Agreement, made and entered into between 404 Place, LLC, a North Dakota limited liability company ("Developer") and the City of Fargo, a municipal corporation ("City"), is for the purpose of providing access to Developer's property located in Fargo, North Dakota (the "Development Property"), described below. For good and valuable consideration hereby acknowledged, the parties agree as follows:

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

That part of Lot 3, Block 2, North Dakota R1 Urban Renewal Addition, City of Fargo, Cass County, North Dakota, described as follows: Commencing at the Northwest Corner of said Lot 3; thence North 87°04'06" East (assumed bearing), along the northerly line of said Lot 3, for a distance of 118.85 feet to the True Point of Beginning; thence South 02°57'06" East for a distance of 300.05 feet to a point of intersection with the southerly line of said Lot 3; thence North 87°04'06" East, along the southerly line of said Lot 3, for a distance of 212.05 feet to the Southwest Corner of a tract of land described in the Warranty Deed recorded as Document No. 1462525, on file at the Cass County Recorder's Office; thence North 02°49'24" West, along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 154.07 feet; thence northeasterly, along a tangential curve to the right, radius 540.50 feet, and along the westerly line of the tract of land described in said Document No. 1462525, for a distance of 147.86 feet, central angle 15°40'25", chord bearing North 05°00'48" East, to a point of intersection with the northerly line of said Lot 3; thence South 87°04'06" West, along the northerly line of said Lot 3, for a distance of 232.82 feet to the True Point of Beginning.

- All of the foregoing is located in the City of Fargo, Cass County, North Dakota.
- 2. Developer shall be permitted to use the public right of way in such a manner as described in attached Exhibit A, as modified from time to time by written agreement of the parties hereto. Specifically, Developer shall be permitted to exercise control over the city right of way adjacent to the intended construction activity on the Development Property, under certain terms and conditions as stated herein.
- 3. Developer shall be allowed to close the pedestrian travel path as shown on Exhibit A.
- 4. Modification of 3<sup>rd</sup> Avenue North shall be permitted as shown in Exhibit A. Modifications shall require at least 5 days' notice and approval. Developer shall provide City Engineering a traffic control plan in advance of closure. Developer shall amend or modify the traffic control plan as directed by City Engineering. 14' driving lanes must be maintained at all times.
- 5. Developer shall be responsible for all private utilities impacted by the construction activities, and shall notify the utility provider of proposed impacts. Developer shall be solely responsible for contracting with the private utility providers, and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Developer's construction activities.
- 6. Developer may utilize said portion of the City right-of-way only for the temporary redirection of traffic, sidewalk closure, and boulevard use until February 28, 2019. Any request for extension must be made at least one month prior to the expiration of this Agreement in order to allow City adequate time to consider the request.
- 7. Developer must remedy any unsafe or unsatisfactory condition due to the use of the City right of way, as determined by City in its sole discretion. If concerns persist, and no remedy can be agreed upon, City may require Developer to vacate the City right of way use permitted herein and return the roadway to its pre-existing condition, including striping.
- 8. Developer shall be responsible for providing appropriate internal site lighting in order to deter entrants, and is further responsible for the general cleanliness and appearance of the site. Developer is solely responsible for site security, and is responsible for securing the site at all times.
- 9. Developer hereby grants to City a right of entry and access to the Development Property, in the event City must enter the work space to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reason as determined in City's sole discretion. Developer agrees and understands that City is not responsible for construction delay or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make reasonable attempt to

- contact the Developer and its Construction Manager prior to City entry to the construction site, except in case of emergency as defined by City.
- 10. Developer shall be responsible for documenting the condition of the impacted public facilities, including but not limited to the street lights, sidewalk, and roadway. Documentation, including pictures of these elements, must be submitted to City prior to commencement of any construction activity in the public right of way. Developer will, during any use of City public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.
- 11. Developer shall be responsible for the repair or replacement of the condition of the City right of way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this Agreement. Developer shall be responsible for restoring or reconstruction the City infrastructure, including all roadways, curbs, and gutters to prior to construction condition.
- 12. Developer accepts all maintenance responsibility for the street, curb, adjoining green space and all other City infrastructure which may be impacted by this Agreement. Developer shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the right of way and within the construction site, all to the satisfaction of the Director of Public Works.
- 13. Developer shall provide supplemental snow removal in and around the site, and shall be required to haul or remove snow from the affected area at the direction of the Director of Public Works or City Engineer of City.
- 14. At its discretion, the City may terminate this agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Developer thirty (30) days' notice to vacate the right of way if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Developer's use of the public right of way and direct Developer to restore the right of way to the City's control.
- 15. Notices required by this Agreement shall be given as follows:

As to the Developer:

As to the City:

404 Place, LLC Kevin J. Hall kevinh@teamfmi.com P.O. Box 1029 Fargo, ND 58102-1029 City Engineer feng@fargond.gov

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

- 22. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
- 23. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
- 24. It is specifically agreed between the parties that this Developer Agreement may be recorded.
- 25. The City and Developer wish to work together to provide an acceptable finished product. Developer shall provide a deposit in the amount of \$3,000 to cover any and all expenses that may be incurred by City as a result of Developer's work in the right of way. These funds will be used by City for items such as street lighting, snow removal, and debris cleanup in the construction impact area within the right of way that are not timely remedied by Developer, or the finished product is unsatisfactory.

When a corrective measure is required by the City, City will notify Developer by phone and email. Generally, City will request Developer remedy the identified deficiency within 3 days, or less in the event of an emergency. However, in the event the finished product is unacceptable, City and Developer agree to negotiate an appropriate time frame to remedy the identified deficiency. If City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$1,000, Developer shall replenish the deposit to \$3,000. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Developer.

(Remainder of Page Intentionally Left Blank)

Dated: 404 Place, LLC

Kevin J. Hall, President

On this 15 day of November, 2018, before me, a notary public in and for said county and state, personally appeared Kevin J. Hall, President of 404 Place, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

KRISTI OLSON Notary Public State of North Dakota My Commission Expires Oct. 17, 2019

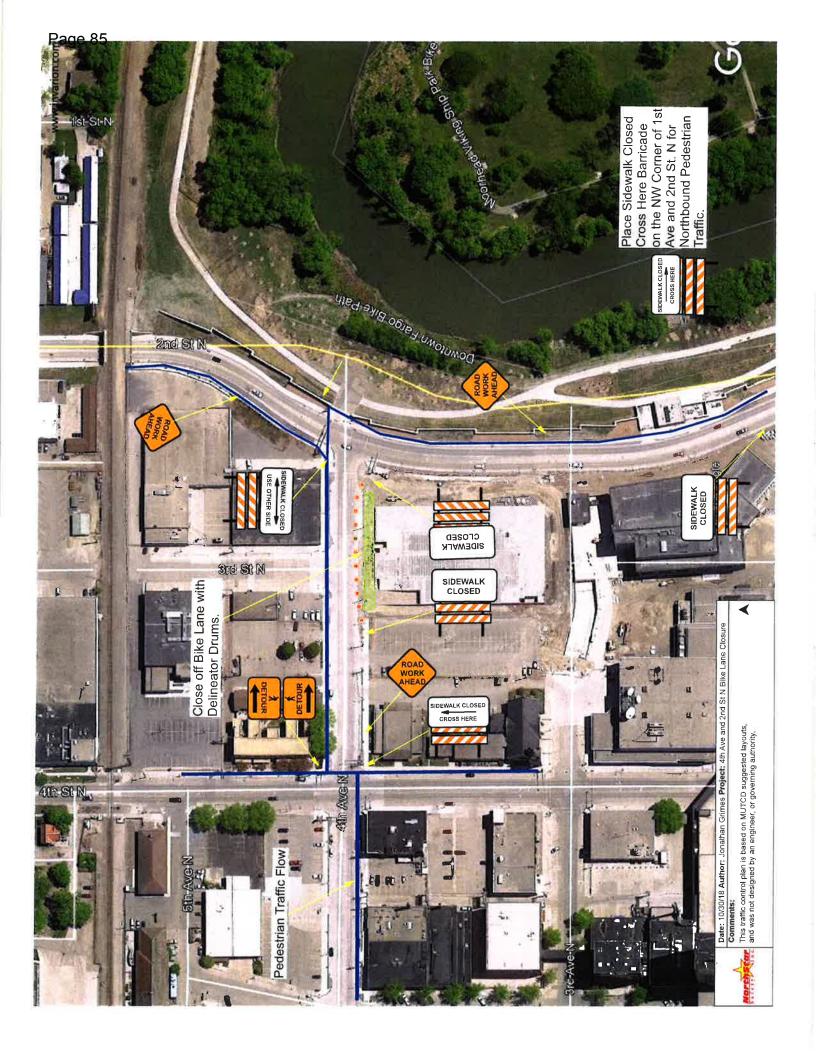
Notary Public

\_\_\_\_\_ County,\_\_ My Commission expires:

(SEAL)

	City of Fargo, a North Dakota municipal corporation
Dated:	Timothy J Mahoney M.D., Mayor
Steve Sprague, City Auditor	
STATE OF NORTH DAKOTA ) ) ss. COUNTY OF CASS )	
and state, personally appeared TIMOTHY me known to be the Mayor and City Audit North Dakota, the municipal corporation d	18, before me, a notary public in and for said county J. MAHONEY M.D. and STEVEN SPRAGUE, to tor, respectively, of the City of Fargo, Cass County, lescribed in and that executed the within and foregoing said municipal corporation executed the same.
(SEAL)	Notary Public Cass County, ND My Commission expires:
The legal description was prepared by: Houston Engineering, Inc 1401 21 <sup>st</sup> Ave N. Fargo, ND 58102	This document was prepared by: Nancy J. Morris Assistant City Attorney Erik R. Johnson & Associates, Ltd. 505 North Broadway, Suite 206 Fargo, ND 58102 701-280-1901 NMorris@lawfargo.com

#### EXHIBIT A





#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

West Control of the C	
Project No. UR-17-C1	Type: Negative Final Balancing Change Order #2
Location: Citywide	Date of Hearing: 11/13/2018
Routing         Date           City Commission         11/19/2018           PWPEC File         X           Project File         Scott Olson	
The Committee reviewed the accompanying correspond Balancing Change Order #2 in the amount of \$-4,880.2	dence from Project Manager, Scott Olson, for Negative Final 7, bringing the total contract amount to \$158,419.73.
Staff is recommending approval of Negative Final Balar	ncing Change Order #2.
On a motion by Bruce Grubb, seconded by Ben Dow, the Balancing Change Order #2.	e Committee voted to recommend approval of Negative Final
RECOMMENDED MOTION Approve Negative Final Balancing Change Order #2 in the PROJECT FINANCING INFORMATION:	the amount of \$-4,880.27 to Dirt Dynamics.
Recommended source of funding for project:	WM Replacement Fund (501)
Developer meets City policy for payment of delinquent s Agreement for payment of specials required of develope Letter of Credit required (per policy approved 5-28-13)	
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	다   다   다   다   다   다   다   다   다   다
ATTEST:	Brenda E. Derrig, P.E. City Engineer

C: Kristi Olson



**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

Front

Scott Olson, Project Manager

Date:

November 6, 2018

Re:

Project UR-17-C1 - Final Balancing Change Order #2

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

Attached is the final balancing change order in the amount of \$-4,880.27 for Project No. UR-17-C1. Please refer to the attached Final Balancing Change Order (FBCO), which reconciles the measured quantities with those estimated for the contract.

Original Contract:

\$ 141,505.00

Changer Order #1:

\$ 21.795.00

FBCO Amount:

-4,880.27

Total Contract:

\$ 158,419,73

This project is funded 100% through the Water Main Replacement Fund (Fund 501).

#### Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of \$-4,880.27 to Dirt Dynamics.

SEO/klo Attachment

C: Tom Knakmuhs



# CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Project No	UR-17-C1	Change Order No	(2	The state of the s
Project Name	Water Service Lowering & Incidentals			
Date Entered	10/22/2018	For	Dirt Dynamics	

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

## EXPLANATION OF CHANGE:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Continue	I for Mr.	Z4 .								
uonoac	Cine No	Item Description	Chit	Unit Orig Cont Oty	oft	Prev Cont Qty	Curr C/O Qty	· Tot Cont Qty	Unit Price (\$)	Prev Cont Qty Curr C/O Qty Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)
Water Service Lowering	2	Rem & Repl Pavement 8" Thick Reinf Conc	λS	244.00	30.00	274.003	21.08	295.08	185.00	3,899.80
	က	Rem & Repl Curb & Gutter	5	116.00	40.00	156.00	-35.80	120.20	50.00	-1,790.00
	4	Rem & Repl Driveway 6" Thick Reinf Conc	λS	85.00	23.00	108.00	-38.95	69.05		
	co C	Rem & Repl Sidewalk 4" Thick Reinf Conc	λs	100.00	10.00	110.00	-73.72	36.28	66.00	4,865.52
3	9	Bore Pipe 1" Dia Copper	5	552.00	80.00	632.00	42.80	589.20	45.00	-1,926.00
100	6	Sodding	λS	170.00	71.00	241.00	53.74	294.74	30.00	
	10	Inlet Protection - Existing Inlet	EA	15.00	2.00	17.00	10.00	27.00	150.00	
	20 1						Water	Service Loweri	Water Service Lowering Sub Total (\$)	
Summary						5				
Source Of Funding	unding									
Net Amount Change Order # 2 (\$)	Change Ord	er # 2 (\$)								
Previous Change Orders (\$)	ange Orders	(\$)								21,795.00
Original Contract Amount (\$)	tract Amoun	ıt (\$)	28 9							141.505.00
Total Contract Amount (\$)	ct Amount (\$	(9	-							158.419.73

Report Generated: 10/22/2018 02:25:14 PM

CONTRACT TIME

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

Page 1 of 2

Project No: UR-17-C1

158,419.73.

## CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Additional Days Final New Substantial Completion Date 0.00 07/27/2018 COVED DATE						
APPROVED DATE   APPROVED DATE   Wayor   Wayor   Athert		Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
APPROVED DATE  Department Head  Mayor  Attact	07/27/2018		0.00	0.00	07/27/2018	
Mayor	Description					
Wayór Mayór	APPROVED		APF	ROVED DATE		
estimet Mayor			r dia constant dia	artment Head		
Attact	estin		May			15/18
in a control of the c	9		Attest	St		



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.	TP-16-A1	Type:	Final Bal	ancing (	Change	e Order #1
Location: Cit	ywide	Date of	Hearing:		11/13/2	2018
Routing City Commissic PWPEC File Project File	Date 11/1 <b>9</b> /2018 X Kristy Schmidt					
	e reviewed the accompanying corresponge Order #1 in the amount of \$0.00, the					
Staff is recomm	nending approval of Final Balancing Char	nge Orde	er #1.			
On a motion by Change Order i	Bruce Grubb, seconded by Ben Dow, the #1.	: Commit	tee voted t	to recon	nmend	approval of Final Balancinç
RECOMMEND Approve Final E	<u>ED MOTION</u> Balancing Change Order #1 in the amour	nt of \$0.0	00 to Amer	ican Lo	gistics.	
	ANCING INFORMATION: I source of funding for project:	Sales 1	ax Funds			-
Agreement for I	ets City policy for payment of delinquent s payment of specials required of developed required (per policy approved 5-28-13)					Yes No
COMMITTEE	e je		Present	Yes	No	Unanimous ☞
Steve Dirksen, Bruce Grubb, C	eld, Director of Planning Fire Chief City Administrator ctor of Operations , City Auditor City Engineer		「			Ryan Erickson

C: Kristi Olson



# CITY OF FARGO FORESTRY/ENG DEPARTMENT CHANGE ORDER REPORT

American Logistics Change Order No For Tree Planting & Incidentals 11/9/2018 TP-16-A1 Project Name Date Entered Project No

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

## EXPLANATION OF CHANGE:

This change order reconciles the estimated quantities used in the contract with the final quantities as measured in the field

(S)				00.0	4.00	8
C/O Ext Price					46,144.00	46,144 00
Prev Cont Qty Curr C/O Qty Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)						
Tot Cont Oty						
Curr C/O Oty						
Prev Cont City						
Prev C/O Qty						
Orig Cont Qty						
Unit		88				
Item Description			#1 (\$)	(2)	(\$)	rtract Amount (\$)
Line No		nding	Shange Order	nge Orders (\$	ract Amount	t Amount (\$)
Section	Summary	Source Of Funding	Net Amount Change Order # 1 (\$)	Previous Change Orders (\$)	Original Contract Amount (\$)	Total Contract Amount (\$)

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

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New Substantial Completion Date	10/15/2016	
Additional Days Final Completion	00.00	
Additional Days Substantial Completion	0.00	
Current Final Completion Date		
Current Substantial Completion Date	10/15/2016	Description

New Final Completion Date

APPROVED DATE

Department He

APPROVED

For Contractor Legistics, Contracty

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Page 1 of 2

Project No: TP-16-A1

## CITY OF FARGO FORESTRY/ENG DEPARTMENT CHANGE ORDER REPORT





#### PLANNING AND DEVELOPMENT

200 Third Street North Fargo, North Dakota 58102 Phone: (701) 241-1474

Fax: (701) 241-1526

Fax: (701) 241-1526 E-Mail: planning@FargoND.gov www.FargoND.gov



#### **MEMORANDUM**

DATE:

November 14, 2018

TO:

**Board of City Commissioners** 

FROM:

Nicole Crutchfield, Planning Director

Tia Braseth, Community Development Coordinator

RE:

Storefront Rehab - 16 8th Street South

The property at 16 8th Street South is being considered for CDBG Storefront Rehab funding. The intent of Fargo's Storefront Rehab/Downtown Project program is to renovate deteriorated properties and eliminate blighted conditions in the downtown area. Interested property owners may apply for a 50% matching grant of the total project cost, up to \$15,000 per façade, which can be used for the rehabilitation of building exteriors; demolition of blighted properties; or other exterior above-grade improvements.

#### 16 8th Street South

16 8th Street South was built in 1912. The proposed use of federal funding is for façade renovation. Over time, the building has experienced deterioration. The eligible components of the storefront renovation include:

- Removal of 1960s-era glass encasements; faux rock façade; and signage
- Restoration of northern most door to the original location
- Installation of new glass that spans the full height from "knee wall" to I-beam
- Installation of black/antique, non-anodized bronze frames with clear glass throughout

The Community Development Committee and Historic Preservation Commission have reviewed the application on October 16, 2018 and recommended approval unanimously. The amount requested is \$14,924 of the total \$29,847 for the façade renovation. The recommendation is to approve \$14,924 in matching grant funds. The application is attached.

**Recommended Action:** Approve the Community Development Block Grant Storefront Rehab at 16 8th Street South.







Name	Joel & C	hristine Jaeger / 16 8th Street South LLC (owned by Harvest Capital LLC)			
Address	PO Box	1285   Fargo, ND 58107			
Phone	651.323	.7757	Fax		
E-mail	joel@ja	egerfarms.com			
Property Address		16 8 <sup>th</sup> Street South   Fargo, ND 58103			
Applicant Name & DUNS number		Harvest Capital LLC (name of person/entity to receive grant)	025084201 (Enter DUNS number here)		
Architect/Firm		(all applicants must use an architect for project design)			
Property Owner		Harvest Capital LLC (owner of 16 8 <sup>th</sup> Street South LLC)			
Mailing Address		PO Box 1285   Fargo, ND 58107			

Description of Property										
<b>◯</b> Current Commercial Tenants										
Business Name	Business	Owner	Address	Current sq. ft.						
Moler Barber College	Mary Cann	on	16 8 <sup>th</sup> Street S	2,500+/-						
Current Residential Ter	nants	#	occupied	# vacant						
Tenant Name	Unit		Mailing Address	" Vocant						



#### **Building History (if available)**

Originally constructed in 1912, the subject property has long been a fixture of Historic 8<sup>th</sup> Street South—perhaps the oldest street in Fargo. The property was originally built for the Northwestern Telephone Exchange Company and was commonly referred to as the Dakota Building.

The property was once home to Kayes Modern duplicating—a participant in Fargo's early printing industry. Since 1965 it has been home to the Moler Barber College. (Parenthetically, the Moler Barber College is the longest opeating Barber College in North Dakota and will celebrate its 95<sup>th</sup> anniversary this year having originally opened around the corner on Main Avenue in 1923.)

Notable and ornate masonry adorns the façade facing 8<sup>th</sup> Street. The property is, and for a hundred plus years has been, a focal point as you enter downtown from the beautiful Hawthorne neighborhood to the south.

Total Cost of façade renovation \$29,847	Amount of CDBG Funding Requested \$14,923.50							
Is the exterior renovation part of a larger project?								
Yes No, the exterior re	No, the exterior rehab is the only work I am doing							
If yes, please describe comprehensive project.								
	iously renovated the four apartments that make ty (in addition to several other commercial and							



#### Summary of Existing Condition of Exterior (please attach pictures – Attachment 1)

Masonry structure that at some point had 1960s era "show case" style window cabinets installed in addition to a faux rock veneer half wall on both sides of the entrance.

In addition, a large and dated sign presently covers the original metal I-beam and upper tier of storefront windows.

All these items are a significant (and we feel negative) aesthetic change from the original / historic appearance of the property

Summary of Proposed Scope of Work (materials, color schemes, etc.) Please attach colorized drawings that include pre- and post-rehab detail, indicating specifically what will be modified and how (Attachment 2). Note – to receive historic preservation approval, projects cannot submit plans that include the use of "anodized" aluminum. If window replacement is proposed, applicant must provide manufacturer's window specifications.

In short, we plan to restore the look of the storefront to its original luster.

Remove 1960s era glass encasements. Remove faux rock façade. Remove signage to reveal original architecture.

Restore northern most door to the original location and install new glass as shown in Attachment 2 such that glass spans the full height from "knee wall" to I-beam.

We would install black/antique bronze frames. Non-anodized. Clear glass throughout.

How will proposed project affect the historic character of the property?

Project will return the property to a state similar to its historical appearance.



#### How will your project complement downtown redevelopment efforts?

Project will restore property to an aesthetic that compliments the overall renaissance of Downtown while retaining the boutique look and feel of the block. In so doing, the project will make a significant improvement to the appearance of an important entry point into Downtown while creating an environment that will add to the overall walkability of the area and mix of businesses in the downtown area.

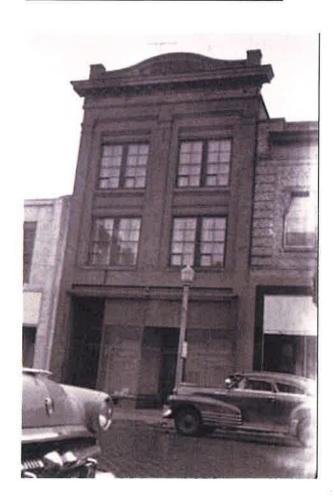
For more information on completing this application, please refer to the following website: <a href="https://www.FargoND.gov/storefrontdowntowngrants">www.FargoND.gov/storefrontdowntowngrants</a>.

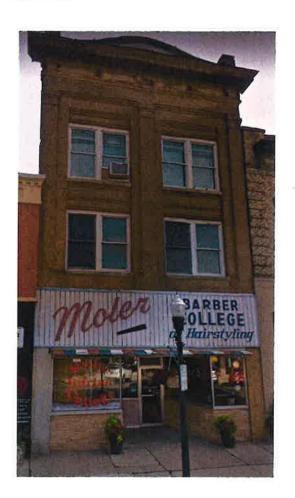


**ATTACHMENT 1: PHOTOS** 

1954 Picture Believe to be Original:

**Present:** 



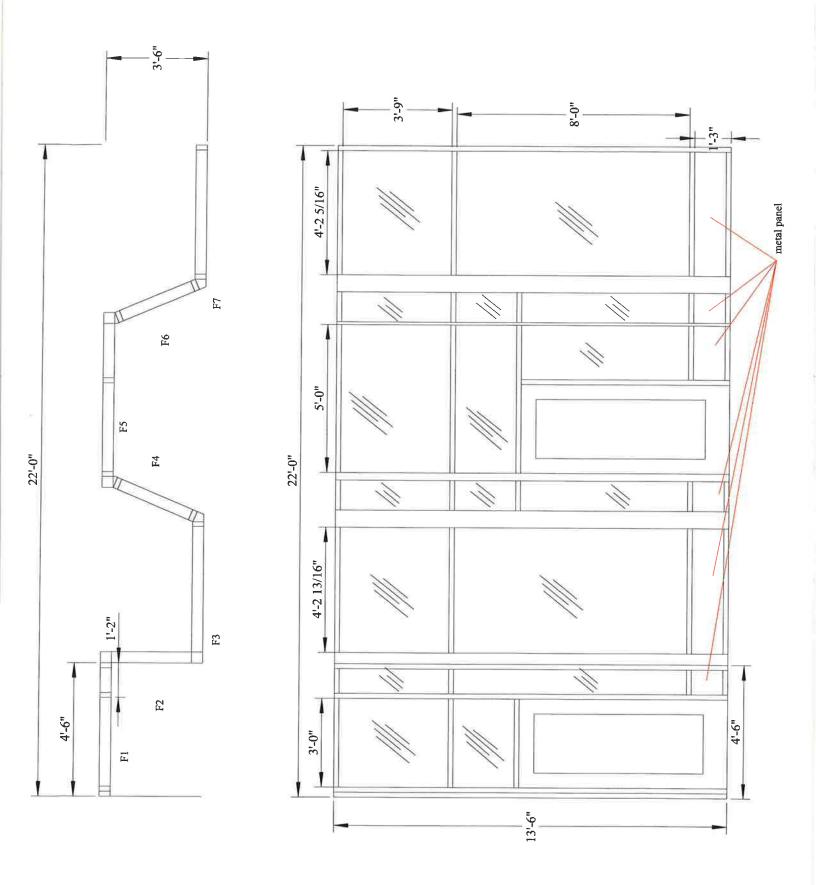




#### ATTACHMENT 2 – DRAWINGS PRE AND POST

Conceptually, the below illustration will provide non-technical perspective.









#### 1418 5th Ave NE, West Fargo ND, 58078 701-353-2735 \* Dave@davtechwindows.com

Aluminum Windows, Doors, Hardware, Installation

Joel Jeager	Phone	Date 10/3/2018
woress	Dob Name 16	6 8th St So.
cty, state, zip Farqo, ND	Location Fa	argo

#### We propose to furnish and install:

Remove Moeler Signage	S	3,600.00
Remove Existing Storefront, knee walls		* WENTY
( Allowance includes 48 hours labor and dump fees)	incl	
Prep concrete for new storefront (if needed)		t plus
riep concrete for new storemont (in needed)	COS	t plus

\$ 26,247.00



#### <u>M E M O R A N D U M</u>

TO:

**BOARD OF CITY COMMISSIONERS** 

FROM:

MICHAEL REDLINGER, ASSISTANT CITY ADMINISTRATOR

DATE:

**NOVEMBER 15, 2018** 

RE:

APPROVAL OF SOLE SOURCE CONTRACT, BISHOP LAND DESIGN, LLC

FOR CIVIC PLAZA PROGRAMMING

Attached, please find a proposal from Bishop Land Design to perform programming services for the civic plaza block. This work will include additional analysis of the surrounding City properties. The Finance Committee approved this sole source request on October 22, 2018 based on the previous work Scott Bishop performed on the Downtown InFocus plan.

Recommended Motion: Approve the BLD LLC services agreement in the amount of \$150,000.



October 19, 2018

#### **Bruce Grubb**

City Administrator Fargo City Hall 225 4th Street North Fargo, North Dakota 58102 bgrubb@fargond.gov 701.241.1310

cc: Nicole Crutchfield

Director of Planning | Planning and Development Center ncrutchfield@fargond.gov

Project:

FARGO CIVIC PLAZA | Analysis, Contextual Planning and Site Programming

BLD Project #:

BLD\_FAR\_03 Fargo Civic Plaza

#### Dear Bruce:

It was great to get back to Fargo again a few weeks ago to start untangling the complexities inherent to the Civic Plaza site. We have done our best to capture our discussion and put together a scope of work that will help us reach the goal of creating a world-class civic space in the heart of Fargo. We are extremely pleased to submit this proposal for Professional Services for the Fargo Civic Plaza Analysis, Contextual Planning and Site Programming. This agreement is by and between Bishop Land Design, LLC, referred hereafter as BLD, and The City of Fargo, referred hereafter as the Client. Enclosed, please find the proposed project approach, process, schedule, deliverables and fee.

#### PROJECT APPROACH

We embrace this project as an exceptional opportunity to celebrate Civic Plaza as an invaluable resource for the City of Fargo by creating a space where the city can come together and celebrate, which will contribute to a vibrant and engaging downtown environment and foster the City's connectivity to the river. We look forward to an exciting project which will require a bold, innovative and integrated vision that successfully blends the diverse interests of a variety of stakeholders which we assume will include Fargo Parks, the Performing Arts Center Task Force, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as adjacent neighborhoods and the broader downtown community.

Our project approach will build upon the Downtown InFocus comprehensive plan from January 2018, as well as expand on the insights gained from the Temporary Site Plan for the Civic Plaza area, Block 9 development plans, and EPA assessments for the Mid America Steel site, among others, and will closely coordinate this effort with the concurrent design studies for the Performing Arts Center.



We understand that flexibility and adaptability - spatially and over time - are at the core of any sensitive and resilient design strategy for a public open space: a holistic vision for Fargo Civic Plaza needs to take a multi-layered approach to add value to the urban and social fabric, but also incorporate infrastructural and ecological improvements. BLD will identify the unique challenges and opportunities of the site and its context, taking into consideration pertinent concurrent and future planning developments in its immediate surroundings and the larger context of the city. Based on a thorough analysis, we will devise comprehensive Contextual Planning and Site Programming strategies that will integrate and feature stormwater management as an inherent asset to the site, and will allow us to develop an innovative Landscape Master Plan in the next phase of the project.

#### SCOPE OF SERVICES

**A.** BLD, shall provide Professional Services for the **FARGO CIVIC PLAZA** project, the extent of which is indicated on the attached diagrams, Diagram 1: "Site + Context," and Diagram 2: "Project Phasing," and Diagram 3 "Stormwater Management and Feature."

The Scope of Services shall include:

- 1. Community Engagement
- 2. Contextual Site Planning
- 3. Site Logistic and Project Phasing Consulting
- 4. Ecological Planning
- B. BLD shall retain and direct the services of the following consultants to support its work on the Project:
  - 1. Planning Support Interface Studio
- **C.** BLD will utilize and direct the services of registered professional consultants under separate contracts to the Client for:
  - 1. Architecture.
  - 2. Structural engineering.
  - 3. Lighting design.
  - 4. Engineering of site lighting circuitry.
  - 5. Structure, re-circulation systems and lighting of ornamental pools and fountains.
  - 6. Civil engineering, including vehicular pavements, service drivers, curbing and gutters.
  - 7. Traffic and transportation engineering.
  - 8. Waterfront engineering.
  - 9. Hydrologic engineering.
  - 10. Geotechnical engineering.
  - 11. Mechanical and/or plumbing engineering.
  - 12. Soil science, including lightweight and structural soils specifications.
  - 13. Irrigation design and engineering.
  - 14. Environmental engineering.
  - 15. Cost estimating.
  - 16. LEED coordination and certification.



- D. The contribution of BLD to the project shall be limited to areas of design and aesthetics, and BLD does not assume professional disciplinary responsibility for the work of others in the production of construction documents and the sufficiency thereof necessary to the execution of the work. BLD will be responsible for the coordination of the work and documents of its subconsultants.
- **E.** Design of Scope Items shall not include structural provisions for support of items in the structure of any building and or auxiliary structures; penetrations of the structure of the building for structural, mechanical or electrical connections; actual connection to the structural, mechanical and electrical systems of the building; or for waterproofing of the structure or of penetrations of the structure.

#### PROCEDURE

#### PROJECT SITE AND DEVELOPMENT PHASES

The Fargo Civic Plaza project site is framed by 2nd and 4th Street, and 1st and 3rd Avenue as shown in the attached Diagram 1: "Site + Context." The site currently contains three civic buildings, Fargo's City Hall, Public Library and Civic Center.

BLD projects that the Fargo Civic Plaza project will be divided into three main development areas or phases, as shown on Diagram 2: "Project Phasing," and assumes the (2) following phasing scenarios: in phasing scenario 1, areas A, B and C will be developed separately, in phasing scenario 2, areas A and B will be developed simultaneously, followed by area C. In both scenarios, the placement of the Sodbuster Sculpture will be included in the first phase of the project development within area A. We recommend that, given the tight timeframe for site development, BLD proceeds into conceptual and schematic design, and subsequent design phases immediately after this phase of work is completed in order to set the stage for Sodbuster and to resolve other issues related to site circulation.

BLD assumes that the construction cost for Fargo Civic Plaza will be approximately \$10,000,000 to \$15,000,000 (10 to 15 million dollars). This cost projection is for the project area shown in Diagram 1: "Site + Context" only, and does not include any costs related to bridge(s) between the site and Red River although we will help to establish the bridge programming in the second and 3- phase of work in collaboration with the City's consultant. In addition, we will anticipate collaborating in the concept design of the bridge(s) in subsequent phases that are not currently included in this scope of work.

#### PROJECT PROCESS AND PHASING

In order to conduct a thorough analysis and create Contextual Planning and Site Programming Studies for Fargo's Civic Plaza, BLD proposes a three-phase work schedule extending over a period of approximately five (5) months. BLD assumes that the transition between project phases is flexible, however, this will not impact the overall length of duration for the project. This schedule will allow for a deliberate and interactive planning process and will engage the City of Fargo, Fargo Parks, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as adjacent neighborhoods and the downtown community in the development of the project, and will in particular entail close collaboration with the Performing Arts Center Task Force to coordinate this project with their concurrent design studies.

The planning schedule assumes monthly work sessions of two (2) to three (3) days in duration, as well as in-house team charrettes between these sessions. Work sessions and meetings with the project team will take place in Fargo and will

BLD\_FAR\_03 Page 3 of 11



involve the Client, as well as pertinent stakeholder groups and the public at large. Participation of stakeholder groups and community outreach will be determined by the Client in conjunction with the consultant team for each individual meeting.

#### A. PHASE 1 :: ANALYSIS AND ENGAGEMENT

6 - 7 Weeks

Phase 1 will begin with a kick-off meeting with the City of Fargo and - upon the Client group's discretion - interviews with all pertinent stakeholders including, but not limited to, the Performing Arts Center Task Force, Fargo Parks, Plains Art Museum, the designers and developers of Block 9 Plaza, FM Diversion, and the Army Corps of Engineers, as well as representatives from adjacent neighborhoods and the broader downtown community. These meetings and interviews will also serve as an introduction of the design and consultant team to the Client and the individual stakeholder groups. BLD will use these meetings to confirm the City's goals and objectives, get an understanding of the stakeholder groups' interests and priorities, discuss potential roles and responsibilities, and confirm both interim and final project schedules.

BLD believes in forming partnerships with clients, and that project goals are best achieved through engagement and open dialogue both within the design team and with the Client. Phase 1 will therefore focus on outreach and connectivity between the project team, client team, pertinent stakeholders and potential partners. A thorough exploration and compilation of Client goals and stakeholder interests will ensure that all pertinent groups are engaged in the planning process from the onset of the project.

Analysis, synthesis, and the sharing and dissemination of our findings in Phase 1 will help to evaluate and describe the interplay and relationships between diverse interests and agendas, positively informing the ensuing phases of the project, and help to define the goals for the project as it moves forward.

#### Services in Phase 1 will include:

- o (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
  - 1 meeting (2 design team members per trip: 2 BLD representatives)
  - 1 meeting (2 design team members per trip: 2 BLD representatives)
- o online or phone coordination meetings as necessary

#### Deliverables in Phase 1 will include:

- o PDF documentation of all presentations
- working analysis report and presentation

#### B. PHASE 2 :: CONTEXTUAL PLANNING

6 - 7 Weeks

Upon entering Phase 2, BLD and the consultant groups shall submit a formal data request for information on existing conditions to be analyzed over the course of this phase. This initial data request shall be as exhaustive as possible, but additional requests may be made during this phase of the project.

Phase 2 will entail a comprehensive and thorough evaluation of existing conditions, allowing the team to become familiar with the site's history and context. BLD and its consultants will review and analyze all available information to determine the site's constraints, vulnerabilities and opportunities. The team will investigate the site's context, existing land uses, urban infrastructure, ecological characteristics, among others, and evaluate its relationship and connectivity to both city and river.



This evaluation will include concurrent or proposed developments, or anticipated improvements to three sites adjacent to the Civic Plaza, the Police Station, Social Services building and the parking lot on First Ave between Third and Second Street, as well as contextually related sites such as Block 9 Plaza, and the Mid America Steel site as part of a process-driven, analytical contextual plan. The contextual analysis will also evaluate streets and streetscapes that are adjacent to the sites or connect them to critical nodes and focus areas in downtown Fargo or other important development areas, as essential part and aspect of the contextual planning (see also Diagram 1: Site + Context).

The site analysis will form the foundation for the consultant team and Client's understanding of the site's potential and inform the development of integrated contextual planning ideas toward the project's goals and objectives.

BLD will compile and draw on existing mapping information provided by the Client, complemented by public records and maps, such as FEMA, FIRM and zoning maps, delineation of resource and Natural Heritage areas etc., and other previously generated and available information, as well as build on concurrent and proposed planning efforts such as the Fargo InFocus comprehensive plan, the Temporary Site Plan for the Civic Plaza area, the Feasibility Analysis Performing Arts Center, Block 9 development plans, and EPA assessments for the Mid America Steel site, among others, as well as visual assessments from team visits to the site.

BLD will also examine any potential regulatory policies that might be triggered through the development of the site, e.g. stormwater standards and groundwater protection regulations, among others.

At the end of Phase 2, BLD will synthesize the information and integrate the team's findings into a comprehensive report, including illustrative material and analytical writing, that will help the City of Fargo and BLD assess the site's challenges and opportunities, and guide and inform the conversation for the following project phases.

#### Services in Phase 2 will include:

- (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
  - 1 meeting (3 design team members per trip: 2 BLD representatives and 1 Interface Studio representative)
  - 1 meeting (2 design team members per trip: 2 BLD representatives)
- online or phone coordination meetings as necessary

#### Deliverables in Phase 2 will include:

- PDF documentation of all presentations
- diagrams of site conditions, challenges and opportunities
- updated analysis report and presentation

Scale of site plans, illustrative site plans, and site sections shall be determined with the Client.

#### C. PHASE 3 :: PROGRAMMING ANALYSIS

6 - 7 Weeks

In Phase 3, BLD will build on the findings in Phase 1:: Analysis and Engagement and Phase 2:: Contextual Analysis, and use the information gathered to engage Client, stakeholders, the public at large, as well as potential private partners in a more comprehensive and detailed discussion and dialogue on the programming desires and expectations for Fargo Civic Plaza.



Using the illustrative material and the comprehensive report generated for Phase 2, as well as a synthesis of the insights gained through Phase 1, the consultant team will - in collaboration with the Client - conduct a series of stakeholder interviews and work sessions to gather more detailed information regarding the programming aspirations and objectives for Fargo Civic Plaza from the individual groups. This will include discussions and assessments of program needs and feasibility, their physical limitations and potential other design restrictions, among others.

The goal of Phase 3 is to gather informative and descriptive problems, issues, needs, ideas, and other documentation from the Client and stakeholder groups, but also to include frequent users, neighbors, or other key players in the programming discussion for Fargo Civic Plaza.

BLD will reach out to the community at large during a public engagement session similar to those held during the Fargo In-Focus Downtown planning process. We will utilize similar techniques such as games, interactive graphic tools and informal discussions in a festive atmosphere with the goal of integrating the public into the development process which we believe will create a sense of inclusion amongst community. This process will also include soliciting feedback on how prior planning and outreach efforts have informed and been reflected in new work shown.

Engaging with the community, pertinent stakeholder groups, and potential private partners will also help BLD in developing Landscape Master Plan ideas whose parameters can be further defined by ecological productivity, community planning and functionality, while bolstering the Client's relationship with the community throughout the planning process, and in the next phase of the project.

These interviews will be followed by an internal design team review to analyze, interpret, and synthesize Client recommendations, stakeholder input and findings from the community outreach.

#### Services in Phase 3 will include:

- o (2) meetings with the Client and pertinent stakeholder groups in Fargo, ND
  - 1 meeting (3 design team members per trip: 3 BLD representatives)
  - 1 meeting (2 design team members per trip: 2 BLD representatives)
- o online or phone coordination meetings as necessary
- public engagement on programming (community meetings, forums and methodologies to be determined with Client)
- private engagement on programming (stakeholders to be determined with Client)

#### Deliverables in Phase 3 will include:

- o interview materials for public engagement on programming
- o interview materials for stakeholder and client programming engagement
- programming feasibility study
- programming spatial parameters study
- programming diagrams
- program synergy diagram
- programming opportunities
- o public meeting outreach materials
- o PDF documentation of all presentations
- o PDF documentation of final (2) Landscape Master Plan concepts
- comprehensive compilation of Client selected material for public outreach



#### EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. BLD assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should BLD be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- A. Topography and boundary surveys.
- B. Legal descriptions of property.
- C. Soils testing and/or engineering and utility base information.
- D. Existing site engineering and utility base information.
- E. Overhead aerial photographs at controlled scale.
- F. Engineering other than that provided with the Scope of Services.
- G. Full arborist report on existing trees by a certified arborist.
- H. Current architectural plans and drawings and regular updates to those drawing files.

It is assumed that document submissions will be handled electronically, and that all printing costs associated with interim, coordination, and final documents sets are not included in this agreement and will be the responsibility of others.

#### **DEVELOPMENT BUDGETS**

- A. Upon signing of the Agreement, a proposed development budget for all items of work under the Scope of Services shall be established and approved in writing.
- **B.** This development budget shall be revised and approved at the completion of Design Development Phase and Construction Documents Phase.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the Design Development drawings and the time of award of a construction contract, cost of modification of drawings and specifications to meet the reduced or expanded project budget shall be considered Extra Services.

#### FEE

BLD will perform the above Scope of Services for a fixed fee of One Hundred Forty Nine Thousand Nine Hundred and Sixty Five (US\$149,965.00), including expenses, to be billed based on percentage complete and in accordance with the Schedule of Terms and Conditions in Appendix A which is incorporated and made part of this agreement by reference.

The fees below are provided for reference only and are itemized by phase below as follows:

Plannii	ng a	na Design	rees
	1.	Phase 1	\$44,670.00
	2.	Phase 2	\$44,265.00
	3.	Phase 3	\$41,830.00
Total			\$130,765.00



In addition, we estimate direct expenses in the amount of \$19,200.00. Within the total fee listed above, BLD reserves the right to adjust the budgeting between phases. The fee applies to the approximately five (5) month period identified in the schedule below. Should the project be extended significantly beyond this period, the remaining scope of work and fee may need to be reviewed and adjusted.

#### ADDITIONAL SERVICES

Should BLD be asked to provide services in addition to the above Scope of Services, these Additional Services will be billed on an hourly basis in accordance with the Schedule of Personnel Billing Rates (see attached Appendix A) or by fee amendment.

## AGREED AND ACCEPTED

We will be pleased to answer questions you may have or clarify any of the points listed above.

If you agree with this proposal, please sign two copies, initial the Schedule of Terms and Conditions, and return one signed original to BLD, our receipt of which will be notice to proceed.

We look forward to working with you on this exciting project.

Sincerely,

Scott F. Bishop
President and Principal
Bishop Land Design

Date: 10/19/2018

Authorized signature for:  City of Fargo	Date	
Printed Name:		
Title:		



## APPENDIX A SCHEDULE OF TERMS AND CONDITIONS

Appended to and made part of the Agreement for Professional Services between Bishop Land Design, LLC and the City of Fargo (*dated 09/26/2018*).

#### PERSONNEL BILLING RATES

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis following the hourly billing rates listed below (provided in US\$). The hourly rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the client when the team members have been identified.

All rates are current and valid for six months from the date of Agreement for Professional Services but may be increased annually, on January 1, without written notice.

Classifications		Rates
Principals	100	\$285
Associate Principal   Director		\$195
Project Manager   Senior Associate		\$135 - \$185
Associate		\$160
Designer		\$95
Project Support Staff   Intern		\$75

Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

#### REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, prints of production work for in office review and mark-up, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this Contract. No receipts for reimbursables under \$25.00 will be submitted.
- B. Costs of commercial carrier and public transportation, lodging, car rental and parking, subsistence and outof-pocket expenses. Private automobile travel at the current Privately-Owned Vehicle Mileage Reimbursement Rate as set by the US General Services Administration.
- C. Long distance telephone charges, fax charges.
- D. Photographic services, film processing.
- E. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- F. Fees for additional special consultants retained with approval of Client.



### ADDITIONAL SERVICES

Additional Services include but are not limited to:

- 1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify their requirements for the project programming, beyond those specifically outlined herein.
- 2. Master Planning, beyond that specifically outlined herein.
- 3. Revisions and changes in approved drawings and the preparation of alternates or deductive change orders requested by the Client.
- 4. Plan preparation for and construction observation of portions of a Project let on segregated bid basis or to be phased during construction.
- 5. Services with respect to replacement of any work damaged during construction.
- 6. Services required as a result of the default or insolvency of contractor.
- 7. Preparation of record drawings or of measured drawings of existing conditions.
- 8. Providing prolonged contract observation should the construction time be substantially extended through no fault of BLD.
- 9. Work extending past the duration described in the Agreement to which this appendix is appended.
- 10. Work compressed into a schedule of shorter duration than described in the Agreement to which this appendix is appended.
- 11. Additional graphics for marketing or publicity purposes, beyond those described herein and potentially including marketing plans, sections, image boards, bird's-eye views, ground-level perspectives, and physical models.
- 12. Work associated with contaminated soils. The site is assumed to be clean and free from underground hazards and/or obstructions.
- 13. Engineering of water features, fountains, and swimming pools.
- 14. Design and engineering of playgrounds.
- 15. Additional public meetings or presentations beyond those listed herein.
- 16. Additional travel / trips beyond those outlined in the Agreement for Professional Services.
- 17. Cost estimating services, beyond those outlined herein.
- 18. Reconciled opinions of probable construction costs with opinions of costs provided by other consultants, contractors or construction managers.
- 19. Services associated with full-scale construction mock-ups.
- 20. Planted facades and/or planted roofs on buildings.
- 21. Maintenance manual and/or specifications, beyond those outlined herein.
- 22. Redesign of any portion of work outlined in this contract based upon claims of Constructability if proven methods of construction are presented to the Client as proof on constructability.
- 23. Redesign of the any portion of work in this contract to address contractor's requests for substitution or to address deviations from the Contract Documents in construction by the contractor are not part of this contract and shall be billed as an extra service.
- 24. Services resulting from changes in scope or cost of the project.
- 25. Redesign to reduce costs where the reason for redesign is excessive cost outside of the control of BLD and The Team.
- 26. Additional geotechnical engineering or testing beyond those listed herein.



#### STATEMENT AND PROGRESS PAYMENTS

Fees for Professional Services and Reimbursable Costs shall be billed and paid monthly.

### ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Quincy, Massachusetts, USA. A service charge will be applied to all accounts not paid at 1% of invoice amount per month or portion per month (12% per annum).

#### PROJECT DELAYS

Should the project be delayed or suspended for more than 30 (thirty) days, an additional re-start fee of 10% of the current phase of work will apply.

#### OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by BLD pursuant to this agreement are instruments of BLD's professional service, and BLD shall retain ownership according to all applicable laws. BLD grants the Client a license to use instruments of BLD professional service to construct, occupy, and maintain the project. Reuse or modification of such documents by Client, without BLD's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold BLD harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or others acting through Client. In addition, reuse or modification of such documents without BLD's written permission constitute a copyright infringement and may be subject to enforcement of such rights.

### CREDIT/ACKNOWLEDGEMENTS

BLD shall be given proper credit and acknowledgement for all services including but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles or promotional brochures.

#### TERMINATION

It is understood that these services may be terminated upon 10 days written notice for good reason by either party. In this event, BLD shall be compensated for all work performed prior to date of termination at the rates set forth above.

#### SUCCESSORS AND ASSIGNS

It is understood and agreed that this Agreement shall be binding upon Clients and its successors and assigns and upon BLD, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

#### REVOCATION

This proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof.

#### AUTHORIZATION

Should the work proceed without a signed contract, it is assumed that all the terms of this agreement and appendix will be in force.

BLD\_FAR\_03



## APPENDIX A SCHEDULE OF TERMS AND CONDITIONS

Appended to and made part of the Agreement for Professional Services between Bishop Land Design, LLC and the City of Fargo (dated 09/26/2018).

### PERSONNEL BILLING RATES

Services outlined under the Scope of Services or under Additional Services shall be provided on a time basis following the hourly billing rates listed below (provided in US\$). The hourly rates are the average for each classification. Actual rates may vary by individual. Individual rates for the team members are included on the invoice to the client when the team members have been identified.

All rates are current and valid for six months from the date of Agreement for Professional Services but may be increased annually, on January 1, without written notice.

Classifications	Rates
Principals	\$285
Associate Principal   Director	\$205
Project Manager   Senior Associate	\$135 - \$185
Associate	\$160
Designer	\$100
Project Support Staff   Intern	\$75

Additional team members may be added from time to time to meet requirements of the project and will be included on the invoice at the individual's rate as the services progress.

#### REIMBURSABLE COSTS

The following costs shall be reimbursed at cost and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, prints of production work for in office review and mark-up, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this Contract. No receipts for reimbursables under \$25.00 will be submitted.
- B. Costs of business class commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the current Privately-Owned Vehicle Mileage Reimbursement Rate as set by the US General Services Administration.
- C. Long distance telephone charges, fax charges.
- D. Photographic services, film processing.
- E. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents.
- F. Fees for additional special consultants retained with approval of Client.



#### ADDITIONAL SERVICES

Additional Services include but are not limited to:

- 1. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify their requirements for the project programming, beyond those specifically outlined herein.
- 2. Master Planning, beyond that specifically outlined herein.
- 3. Revisions and changes in approved drawings and the preparation of alternates or deductive change orders requested by the Client.
- 4. Plan preparation for and construction observation of portions of a Project let on segregated bid basis or to be phased during construction.
- 5. Services with respect to replacement of any work damaged during construction.
- 6. Services required as a result of the default or insolvency of contractor.
- 7. Preparation of record drawings or of measured drawings of existing conditions.
- 8. Providing prolonged contract observation should the construction time be substantially extended through no fault of BLD.
- 9. Work extending past the duration described in the Agreement to which this appendix is appended.
- 10. Work compressed into a schedule of shorter duration than described in the Agreement to which this appendix is appended.
- 11. Additional graphics for marketing or publicity purposes, beyond those described herein and potentially including marketing plans, sections, image boards, bird's-eye views, ground-level perspectives, and physical models.
- 12. Work associated with contaminated soils. The site is assumed to be clean and free from underground hazards and/or obstructions.
- 13. Engineering of water features, fountains, and swimming pools.
- 14. Design and engineering of playgrounds.
- 15. Additional public meetings or presentations beyond those listed herein.
- 16. Additional travel / trips beyond those outlined in the Agreement for Professional Services.
- 17. Cost estimating services, beyond those outlined herein.
- 18. Reconciled opinions of probable construction costs with opinions of costs provided by other consultants, contractors or construction managers.
- 19. Services associated with full-scale construction mock-ups.
- 20. Planted facades and/or planted roofs on buildings.
- 21. Maintenance manual and/or specifications, beyond those outlined herein.
- 22. Redesign of any portion of work outlined in this contract based upon claims of Constructability if proven methods of construction are presented to the Client as proof on constructability.
- 23. Redesign of the any portion of work in this contract to address contractor's requests for substitution or to address deviations from the Contract Documents in construction by the contractor are not part of this contract and shall be billed as an extra service.
- 24. Services resulting from changes in scope or cost of the project.
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### CREDIT/ACKNOWLEDGEMENTS

BLD shall be given proper credit and acknowledgement for all services including but not limited to: planning, design and implementation. Proper credit shall be defined as being named by Client or their Agent in such circumstances as project identification boards, published articles or promotional brochures.

## **TERMINATION**

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### SUCCESSORS AND ASSIGNS

It is understood and agreed that this Agreement shall be binding upon Clients and its successors and assigns and upon BLD, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

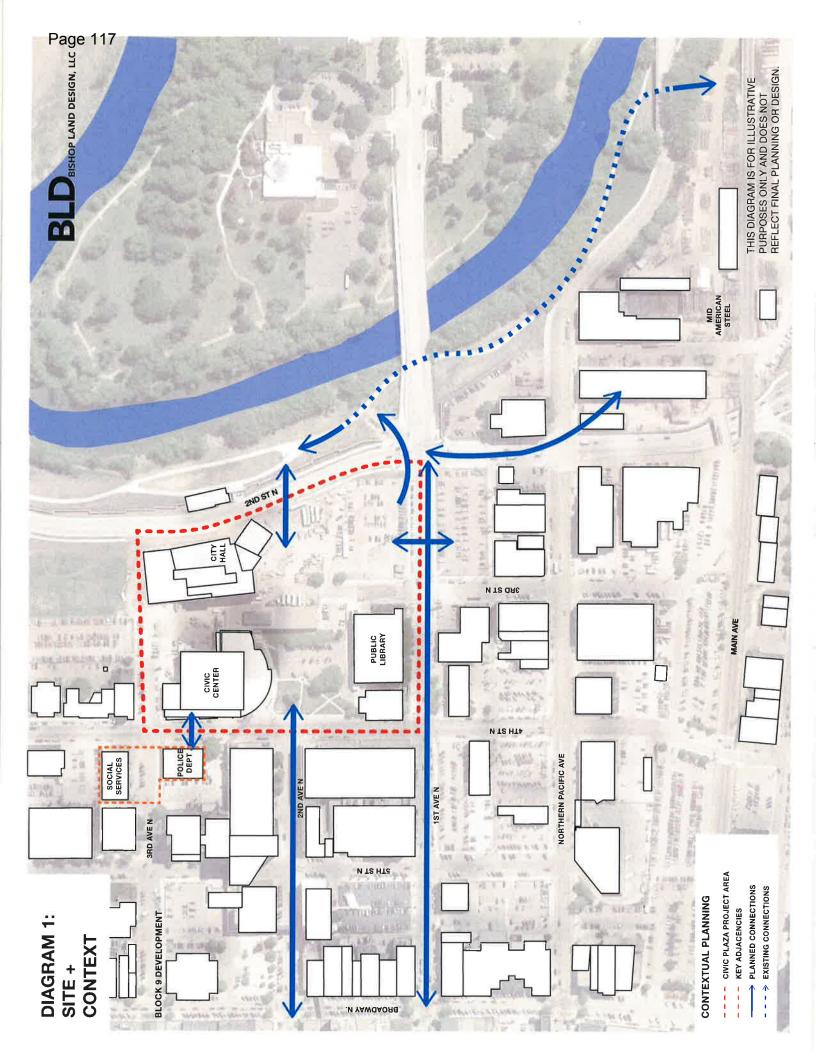
#### REVOCATION

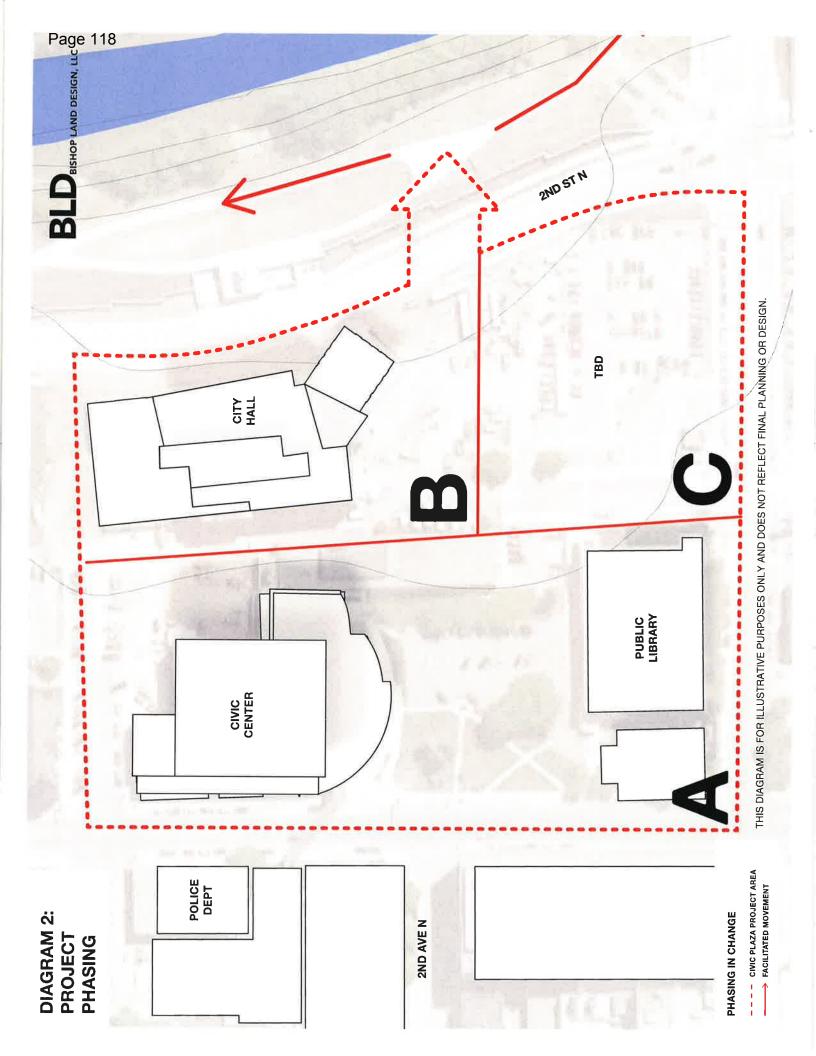
This proposal shall be considered revoked if acceptance is not received within 90 days of the date thereof.

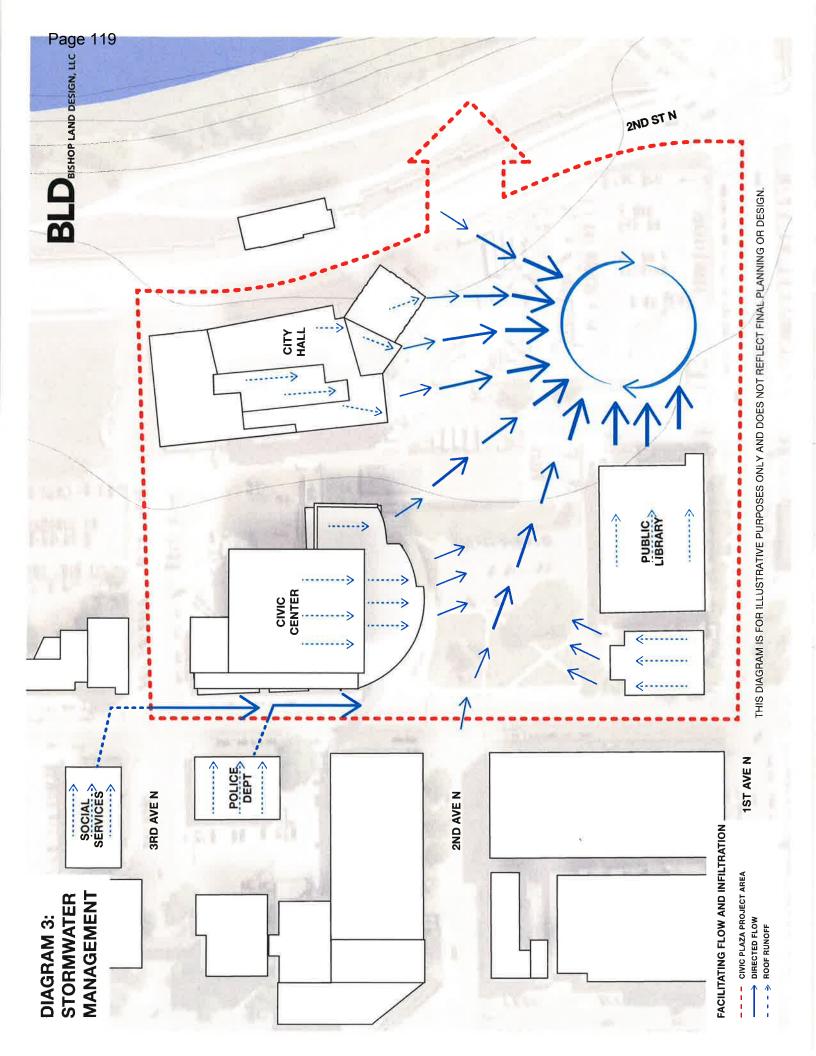
### AUTHORIZATION

Should the work proceed without a signed contract, it is assumed that all the terms of this agreement and appendix will be in force.

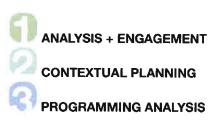
BLD\_FAR\_03

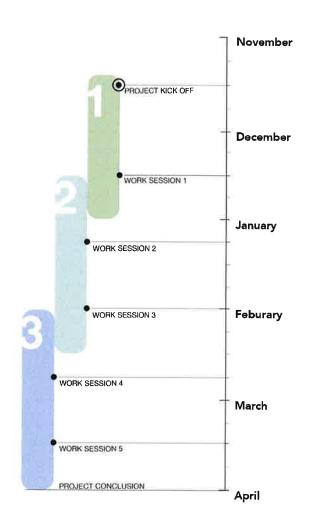






## **PROJECT SCHEDULE**





## **TEAM ORGANIZATION**

### **CLIENT**

City of Fargo North Dakota

Applicable Private/Public Stakeholders

Fargo Civic Plaza

## **BISHOP LAND DESIGN**

Landscape Architecture

Scott Bishop Principal Landscape Architect

Nicole Gaenzler Associate Principal Landscape Architect

Mariana Rubio-Bernal Landscape Designer Massoud Bagheri Landscape Designer

#### **INTERFACE STUDIO**

Landscape and Master Planning

Scott Page Principal Ashley DiCaro
Associate

#### **EDUCATION**

University of Pennsylvania Master of Landscape Architecture... 2005

College of the Atlantic B.A. in Human Ecology . 1997

#### REGISTRATION

Licensed Landscape Architect Connecticut . Michigan . Massachusetts . Pennsylvania

#### PROFESSIONAL EXPERIENCE

Bishop Land Design . Principal Quincy . MA . 2015-Present

Stoss Landscape Urbanism . Principal Boston . MA . 2005–2015

Utile . Staff Designer Boston . MA . 2005

National Park Service Intern Landscape Architect Philadelphia . PA . 2004

Foglia Design Associates Landscape Designer vSomerville . MA . 1999–2002

#### **AFFILIATIONS**

American Society of Landscape Architects - Member

#### **SELECT AWARDS**

ASLA Michigan Chapter. Honor Award. Landscape Planning and Analysis. Detroit Future City. 2013

Smithsonian Cooper-Hewitt National Design Award . Landscape Architecture category . 2012

Top Honor Award . CityDeck . Excellence on the Waterfront Awards . Waterfront Center . 2011

Topos Landscape Award . Topos International Review of Landscape Architecture and Urban Design . 2010

#### **ACADEMIC EXPERIENCE**

Northeastern University . Professor of the Practice in Urban Landscape . College of Arts, Media and Design . School of Architecture . 2014-present

Harvard Center for Green Buildings and Cities . Resident Expert . 2014-present

University of Puerto Rico . Guest Critic . 2013-present

Florida International University . Cejas Eminent Scholar £2013 Boston Architectural College Studio Director . Sasaki Distinguished Visiting Critic . 2010

#### **SELECT PROJECT EXPERIENCE**

Lyon Square Edge and Shared Use Corridor . Grand Rapids . MI

Lower Eastwick Public Land Strategy . Philadelphia . PA

Fargo Downtown InFOCUS . Fargo . ND

GR Forward . Grand Rapids . MI

The Grove at University of Michigan . Ann Arbor . MI

The Plaza at Harvard . Cambridge . MA

Erie Street Plaza, Milwaukee, WI

Fox River and The CityDeck . Green Bay . WI

#### **PUBLISHED WRITINGS**

"Zone Pusher" BSLA Fieldbook Fall 2014 . Boston Society of Landscape Architects . 2014

"Retooling the Mill River"
Connecticut Society of Landscape
Architects Journal . 2012

"Disappearing Mangroves". The Al Qattara Oasis in Al Ain. ed. Jorge Silvetti and Felipe Correa. Harvard Graduate School of Design. 2010

"Dynamic Fields: Toronto's Lower Don Lands" Landscape Architecture China . Chris Reed and Scott Bishop . 2009

#### RECENT PRESENTATIONS

Massachusetts Water Forum . Panel . 2017

United Nations World Energy Forum , Panel , 2017

Boston Society of Architects Boston Futures 2024 . Boston's Sustainable Coastal Development . Panel . 2015

Regime Change . Syracuse School of Architecture . Lecture . 2015

Green City Spaces: Design + History + Literature Colloquium . Panel . Northeastern University .

A FEW (Food, Energy, Water) Ideas for the New Millennium . Keynote Speaker . University of Puerto Rico . College of Natural Sciences . Rio Piedras . Puerto Rico . 2013

## BLD, BISHOP LAND DESIGN, LLC



## SCOTT BISHOP PRINCIPAL

Scott Bishop is the Founding Principal of Bishop Land Design BLD, a registered landscape architect and human ecologist. Firmly grounded in Boston, he works around the world and designs within a variety of environments and ecologies including Eastern Africa, the Middle East, North America, the Caribbean, Asia and Europe.

Scott is currently the Professor of the Practice in the Urban Landscape and Sustainable Urban Environments programs in the School of Architecture at Northeastern University. He was recently Visiting Critic at Syracuse University, the Cejas Eminent Scholar at Florida International University and a visiting critic at the University of Puerto Rico. He has also taught at the University of Pennsylvania School of Design as a studio critic for the Department of Landscape Architecture, and he directed the Stoss Studio for the Sasaki Distinguished Visiting Critic Award at the Boston Architectural College.

During his decade of leadership at Stoss, the firm earned the Cooper Hewitt National Design Award for Landscape Architecture. Scott holds a Master of Landscape Architecture from the University of Pennsylvania and a BA in Human Ecology from the College of the Atlantic.



Harvard Graduate School of Design Master in Landscape Architecture . 1997

TUM | Technical University of Munich Diplom-Ingenieurin der Architektur . 1992

#### REGISTRATION

Licensed Landscape Architect Connecticut

#### PROFESSIONAL EXPERIENCE

Bishop Land Design . Associate Principal Quincy . MA . 2018-Present

Boston Architectural College . Faculty Boston . MA . 2015-2018

Sasaki Associates Inc. . Senior Associate Landscape Architect Watertown . MA . 2004-2015

LeBlanc Jones | Landscape Architects Landscape Architect Boston . MA . 2002-2004

Martha Schwartz Partners Landscape Designer Cambridge . MA . 2000-2002

Pressley Associates Landscape Designer Boston . MA . 1998-2000

#### **SELECT PROJECT EXPERIENCE**

Bates College . Alumni Walk . Lewiston . ME

Fordham University . Salice and Conley Residence Halls . New York . NY

The Ohio State University . South Residential District . Columbus . OH

Babson College . Master Plan and Residential Quadrangle . Wellesley . MA

Middlebury College . Virtue Field House and Athletic District Plan . Middlebury . VT

Case Western Reserve University . Framework Plan . Cleveland . OH

Rice University . South Grove Landscape Restoration . Houston . TX

Lulu Island . Master Plan Abu Dhabi . UAE

Cumbres de la Vista Hermosa . Master Plan Guatemala City . Guatemala

Unversidad de los Andes . Master Plan Santiago . Chile

Universidad del Istmo . Master Plan Guatemala City . Guatemala

## BLD BISHOP LAND DESIGN, LLC



## NICOLE GAENZLER ASSOCIATE PRINCIPAL

Nicole is the Associate Principal at BLD Bishop Land Design. Educated as an architect and a landscape architect, Nicole brings an integrated perspective to her professional work which encompasses a diverse range of projects in the United States, South America and Germany.

Nicole has worked with distinguished design firms in the Boston area including Reed|Hilderbrand, Martha Schwartz Partners, and Sasaki Associates, as well as Peter Zumthor's architecture studio in Switzerland.

As senior designer and landscape architect at Sasaki Associates, Inc. for 11 years, Nicole successfully managed and led projects ranging from mixed use developments and sports venues to corporate and campus environments from concept design through implementation.

Nicole believes in collaborative design and brings passion, experience and curiosity to her work to develop innovative and sustainable solutions.

As faculty in the School of Landscape Architecture at the Boston Architectural College, Nicole taught design foundation and advanced interdisciplinary studios at the graduate level, and pursued her research interests in the cultural history of water and sustainable infrastructure.

Nicole is a registered landscape architect with a Master in Landscape Architecture from the Harvard University Graduate School of Design, and a professional degree in architecture from the Technical University of Munich (TUM), Germany.



Northeastern University Master of Design in Sustainable Urban Environments . 2015

Azad University of South Tehran Bachelor of Architectural Engineering . 2007

#### PROFESSIONAL EXPERIENCE

Bishop Land Design . Designer Quincy . MA . 2016- Present

Machine Age Boston . Design Consultant Boston . MA . 2015–2016

Boston Redevelopment Authority . Archive & Records Management Intern Boston . MA . 2015

Law Offices of J. Bokharaei & Associates . Office Assistant Tehran . Iran . 2013-2014

Khashayar Ashoori & Associates [KHAA] . Senior Architect Tehran . Iran . 2008-2013

PENSIVE Design & Construction Group , Designer/Architect Tehran . Iran . 2007-2008

N. Roozrokh Architectural Office . Design & Research Assistant Tehran . Iran . 2007

#### **SELECT PROJECT EXPERIENCE**

Lyon Square Plaza . Grand Rapids . MI

Kashani Villa . Lavassan County . Tehran

Mahdi Commercial Centre . Tehran . Tehran . Iran

Parastoo Residence . Tehran . Tehran . Iran

Parjak Villa . Salmanshahr . Mazandaran ... Iran

## BLD BISHOP LAND DESIGN, LLC



## MASSOUD BAGHERI DESIGNER

Massoud Bagheri is a designer at BLD, Bishop Land Design. He is a recent graduate from Northeastern University in Boston, Massachusetts for Master of Design in Sustainable Urban Environments. Massoud also has a Bachelor in Architectural Engineering from the Azad University of South Tehran (IAU).

Through his career, Massoud has worked on different projects from residential renovations to commercial developments. Being interested in the interdiciplinary field of urban design and planning, he moved to the States to expand his educational and professional horizons while studying and practicing resilience and sustainablity through design for urban landscapes.

Massoud joined the team at BLD after finishing school at NEU and is currently working on multiple projects from research to design.

#### **EDUCATION**

Northeastern University Master of Design in Sustainable Urban Environments . 2018

Monterrey Institute of Technology and Higher Education (ITESM)
B.A. in Architecture . 2015

#### **PROFESSIONAL EXPERIENCE**

Bishop Land Design . Research Designer Quincy . MA . 2018-Present

Freelance . Architect and Interior Design . Mexicali . BC . Mexico . 2016-2017

David Benitez and Partners . Construction Supervisor San Pedro Garza Garcia . NL . Mexico . 2015-2016

Escala Gerencia de Proyectos. Administrative Coordinator San Pedro Garza Garcia. NL. Mexico. 2015

Escala Gerencia de Proyectos .
Design Intern
San Pedro Garza Garcia . NL . Mexico .
2014-2015

#### **SELECT PROJECT EXPERIENCE**

Kinkaide Park, Quincy, MA

Lyon's Edge . Grand Rapids . MI

Referma 2000 . Mexicali . BC . Mexico

Baseball Stadium Remodel . Club Aguilas de Mexicali . Mexicali . BC . Mexico

Il Baretto . San Pedro Garza Garcia . NL ... Mexico

Assagio . Monterrey . NL . Mexico

Garza Garcia Family Home . San Pedro Garza Garcia . NL . Mexico

Arboleda Residential . San Pedro Garza Garcia . NL . Mexico

Arboleda Commercial . San Pedro Garza Garcia . NL . Mexico

SOFIA Tower . San Pedro Garza Garcia . NL . Mexico

## BLD BISHOP LAND DESIGN, LLC



## MARIANA RUBIO DESIGNER

Mariana Rubio is a research designer at BLD | Bishop Land Design. She is a recent graduate from Northeastern University in Boston, Massachusetts with a Master of Design in Sustainable Urban Environments. Mariana also has a Bachelor of Arts in Architecture from Monterrey Institute of Technology and Higher Education (ITESM).

Mariana's experience in architecture ranges from master planning with strict LEED requirements, design, and construction supervision, to project management plan developing, cost control and risk assessments. Developing a comprehensive and technical understanding of a designer's role in shaping the public sphere.

Mariana aims to analyze the relationship between landscapes and community, in order to create functional public spaces.

		Bish	op Lan	d Desig	jn .		1	Interfa	ace Stu	dio		TOTAL
FARGO CIVIC PLAZA		Landscape Planning + Public Engagement			Planning Support				Fee per Phase			
	Principal	Associate	Designer 1	Designer 2			Principal	Associate	Designer			
Hourly Rate	\$285.00	Principal \$195,00	\$95,00	\$95,00			\$130.00	\$110,00	\$85.00	-		
I. Analysis + Engagement				DIMITING TO		75000 S		THE PERSON NAMED IN	· wormand		15 May 1	24.000
The second secon	Hours	Hours	Hours	Hours		Cost	Hours	Hours	Hours		Cost	Cost
Referencing / Collecting Client Supplied Existing Conditions Data	2	2	16		\$	3,240	2	12	- 8	_	2,260	\$ 5,900
Climate Vulnerability Mapping Sustainability + Material Geographies Diagrams	1	2	8		\$	2,005		*	2.	\$		\$ 2,005
Geotechnical + Soils Mapping	1	2	8	_	\$	1,910		*		\$		\$ 1,610
Existing Infrastructure Study	1	2	8	4	\$	1,815		2	4	\$	560	\$ 2,376
Endemic and Urban Ecologies Mapping	2	2	8	4	_	2,100			7.5 OF	\$	130	\$ 1,940
Ecology Partners (Flora + Fauna) Benefits Analysis	2	2	8	4	-	2,100				\$	*	\$ 2,100
Community Partners and Adjacent Users Benefits Analysis	2	2	8		\$	2,100	2	2		s	480	\$ 2,550
Project Stakeholder Interviews	5	4	2		\$	2,395	2	2		s	480	\$ 2,076
Performing Arts Center Coordination	6	6	2	8	\$	3,830	2	2	4	\$	820	\$ 4,650
Public Outreach Design	8	8	16		\$	6,120		-		\$		5 6,120
Stakeholder + Project Contributor Engagement	2	4	16	8	_	3,630				s		9 3,630
Meeting Period 1 - Client + Stakeholder Presentation	8		8	Α.	\$	3,040				\$	- 1	\$ 3,040
Meeting Period 2 - Client + Stakeholder Presentation	8	8			\$	3,840	- 1			\$		\$ 3,840
Total Hours	49	46	116	63		274	9	20	16		45	3,040
Fee Subtotal					\$	39,940				\$	4,730	5 44,670
Estimated Direct Expenses (includes 4 person trip: travel, lodging and printing)					\$	4,800				\$		\$ 4,890
Estimated Cost					\$	44,740				\$	4,730	\$ 49,470
II. Contextual Planning	Hours	Hours	Hours	Hours		Cost	Hours	Hours	Hours		Cost	Cost
Site Land Use Study	2	4	8	18.00	\$	2,490	2	4	, steelers	\$	870	5 33366
Revisiting and Refreshing Previous Planning Initiatives	2	4	4	2		1,920	3	10	4	-	1,830	2000
Topographic Building Massing and Landform Analysis	3	4	8	4		2,775	3	11	2	_	1,770	\$ 3,760 \$ 4,845
Contextual Stormwater Mapping	2	4	4	2	_	1,920	1	546		\$	130	\$ 2,050
Relational Study of Adjacent sites and Access	2	6	θ		\$	2,880	2	8	2	_	1,310	5 4,590
Performing Arts Center Coordination	2	2	8		_	2,100	1	4	2	_	740	\$ 2,840
Performing Arts Center Plaza + Building Interface Study	2	2	4	2	\$	1,530	1	4	2	_	740	3 7.270
Stakeholder and Staff Project Interviews	2	2	2	2	\$	1,150	-	4	2	_	610	\$ 1,760
Stakeholder + Client Group Benefits Coordination	2	2	2		\$	1,150	1	4	2	_	740	\$ 1,890
Public Outreach Design Review and Event Coordination	4	6	8	8	\$	3,830	1	4	2	_	740	5. 4,570
Stakeholder + Project Contributor Engagement	4	6	8	4	\$	3,450	2	4	2		870	\$ 4,320
Meeting Period 3 - Client + Stakeholder Presentations	8	8	120		\$	3,840				\$		\$ 3,840
Meeting Period 4 - Client + Stakeholder Presentations	8	В			\$	3,840	8			\$	1,040	\$ 4,880
Total Hours	43	58	64	34		199	25	57	22		104	
Fee Subtotal					\$	32,875				\$	11,390	\$ 44,286
Estimated Direct Expenses (includes 5 person trip: travel, lodging and printing)					\$	4,800				\$	2,400	5 7JR00
Estimated Cost					\$	37,675				\$	13,790	\$ 51,465
III. Programming Analysis	Hours	Hours	Hours	Hours		Cost	Hours	Hours	Hours		Cost	Cost
Programming Feasibility Study	2	4	4	В	5	2,490				\$	- 40	\$ 2,400
Programming, Precedents and Spacial Studies	8	4	24		\$	6,480			-	\$	141	5 6,400
Programming Benefits and Opportunities Analysis	2	4	4		\$	2,490				\$	7231	8 2,490
Programming Synergy Diagrams / Partnership Mapping	2	4	24	12	\$	4,770				\$	12.0	\$ 4,776
Project Interviews	2	4	4	4	\$	2,110				\$	30	\$ 2,110
Community Benefits Diagram and Scaling	2	4	4	8	\$	2,490				\$	- 34	\$ 2,490
Public Outreach Design and Event	4	4	10	10	\$	3,820				\$		3,820
Analysis, Planning and Programming Report	8	8	24	12	\$	7,260	θ	4		\$	1,480	\$ 8,740
Meeting Period 5 - Client + Stakeholder Presentations	8	8			\$	3,840				\$	(3)	\$ 3,840
Meeting Period 6 - Client + Stakeholder Presentations	8	8	8		\$	4,600				\$	- 3	\$ 4,600
Total Hours	46	52	106	74		278						
Fee Subtotal					\$	40,350				\$	1,480	9 41,530
Estimated Direct Expenses (includes 5 person trip: travel, lodging and printing)					\$	7,200						\$ 7,200
Estimated Cost			77.00		\$	47,550	-0.15			\$	1.480	\$ 49,030
TOTAL Estimated Fees					\$ 1	13,165				\$	17,600	\$ 130,765
TOTAL Estimated Direct Expenses	-7					_				=		
TOTAL Estimated Direct Expenses			اللبنيا		_	16,800				\$	2,400	
TOTAL Estimated Fees + Direct Expenses				1	\$ 1	29,965				\$	20,000	\$ 149,965



## Sole Source and Piggyback Procurement Form

## Sole Source and Piggyback Justification for Procurement

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

vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular
need.
Vendor Name:
BLD, Bishop Land Design
Estimated Dollar Amount of Purchase:
150,000
The project/service is required to:
Enter into the next phase of civic plaza and performing arts center coordination with contextual planning and landscape master plan, and site plan activities. The proposal is to enter into contract for site evaluation, programming, and elevation/grading and storm water analysis or the wide range of stakeholders. The stakeholders include the Performing Arts Center Task Force, Downtown planning partners, and city leaders.

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

	This consultant team for this project is the same team who performed the Downtown InFocus study. Based on their understanding of our community interests, unique geology, and landscape architecture expertise they provide a uniquely qualified ability that will minimize on-boarding and knowledge development. Scott Bishop is a uniquely trained landscape architect who's ability includes architecture, landscape architecture, ecology, market development, and construction management expertise.
ı	

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

The original downtown master plan went through an extensive RFP process, in which firms across the country submitted for consideration. Scott Bishop was on the Downtown InFocus team, and through working with him for the past three years we have developed a relationship and level of understanding of our needs and interests.

<sup>\*\*</sup>If all sources are not investigated a competitive solicitation must be issued.

## Page 129

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

_		
	There is no other local entity that has the landscape architecture and master planning expertise for this level of complexity. Understanding of the performing arts interests, development activities, market needs, public art (sodbuster), and complete understar skills needed to develop a unique approach to this complex site.	land
If t	he piggyback procurement method is being used, please provide a copy of the piggyback co	ntract.

Signature:
(Requestor)
Printed Name:
Department:
Title:
Date:
I, hereby, certify that this justification for other than full and open competition is accurate and
complete to the best of my knowledge and belief.
(Requestor initials)





Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102

PHONE: (701) 241-1453 FAX: (701) 241-8100

November 14, 2018

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

RE: RFP for Crawler Dozer RFP18310

Commissioners:

On October 26<sup>th</sup>, 2018, proposals were received and read for one (1) Crawler Dozer. Six proposals were submitted from three vendors.

The results were as follows:

<u>Firm</u>	4yr Lease Payment	<u>Customer Support Agreement</u>	Total Operational Cost
Butler Machinery	\$452,772.00	\$76,000.00	\$528,772.00
General Equipment	\$502,044.00	\$159,400.00	\$661,444.00
RDO Equipment	\$435,918.68	\$265,500.00	\$701,418.68

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer evaluated the proposals and determined that Butler Machinery and General Equipment's proposals met specifications based on a 10,000-hour life cycle. The recommendation is to award Butler Machinery. Funding for this project has been included in the 2019 Solid Waste budget.

#### SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Crawler Dozer from Butler Machinery for the total amount of \$452,772.00 with a 4 year annual lease payment of \$113,193.00.

Respectfully Submitted,

Tanner Smedshammer Fleet Management Specialist

2019 LANDFILL Dozer - CITY OF FARGO 26-Oct-18

Four (4) Year Lease with warranty.

TM&R Operational Hours	RDO Owner Covers 10,000hr	RDO Vender Covers 10,000 Hr	General Equip Owner Covers 10,000 hr	General Equip Vender Covers 10,000hr	Butler Owner Covers 10,000 Hr	Butler Vender Covers 10,000hr
First Year	\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$ 106,481.00
2nd year	\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$ 106,481.00
3rd year	\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$ 106,481.00
4th year	\$108,979.67	\$188,391.20	\$125,511.00	\$168,023.00	\$113,193.00	\$ 106,481.00
Total Payment	\$435,918.68	\$753,564.80	\$502,044.00	\$672,092.00	\$452,772.00	\$425,924.00
CSA 10000	\$26.55 \$265,500.00		\$15.94		\$7.60	
TM&R 10000		\$26.55 \$265,500.00		\$0.00		\$43.52 \$435,200.00
Total Operat. cost 10,000 hours	\$701,418.68	\$1,019,064.80	\$661,444.00	\$672,092.00	\$528,772.00	\$861,124.00
Specification met	ON S64 00	NO \$00 884 00	YES	YES	YES	
out year payout	492,004.00	70.+00.78¢	00.000,001¢	00.000,001 &	\$ZZU,000.00	\$ 250,000.00
Trade-In 2015 D8T 2009 D7R	\$173,000.00 \$43,000.00	\$173,000.00 \$43,000.00	\$185,000.00 \$40,000.00	\$185,000.00 \$40,000.00	\$210,000.00 \$70,000.00	\$ 210,000.00



Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23rd STREET NORTH FARGO, NORTH DAKOTA 58102

PHONE: (701) 241-1453 FAX: (701) 241-8100

November 14, 2018

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

RE: RFP for Excavator (RFP18309)

Commissioners:

On October 26<sup>th,</sup> 2018, proposals were received for one (1) Excavator. Five proposals were submitted by five separate vendors.

The results were as follows:

<u>Firm</u>	7yr Lease Payment	Customer Support Agreement	<u>Price</u>
RDO Equipment	\$392,544.00	\$14,455.00	\$406,999.00
Ironhide Bobcat	\$28,200.00	\$385,000.00	\$413,200.00
General Equipment	\$437,560.00	\$7,455.00	\$445,015.00
Titan Machinery	\$435,728.00	\$23,240.00	\$458,968.00
Butler Machinery	\$447,947.68	\$16,135.00	\$464,082.68

The review committee, consisting of Terry Ludlum, Paul Hanson and Tanner Smedshammer, evaluated the proposals and determined that the low cost proposal from RDO Equipment met all criteria. Leasing quotes were provided and determined that Cap First Equipment Finance of having the lowest rate. Funding for this project has been included in the 2019 Solid Waste budget.

#### SUGGESTED MOTION:

Approve the recommendation (RFP18309) to purchase one Excavator from RDO Equipment with eight annual payments of \$49,068.00 to Cap First Equipment Finance.

Respectfully Submitted,

Tanner Smedshammer Fleet Management Specialist



Request for Proposals (RFP)
Hydraulic Excavator
October 26th 2018
2019 Solid Waste
Proposal Evaluation Summary

	Titan Machinery	Butler Machinery	RDO Equipment	Ironhide Bobcat	General Equipment
MANUFACTURER MAKE MANUFACTURER MODEL HP	Case CX350D 268	Cat 336GC 273	John Deere 350GLC 271	Doosan DX350-5 318	Komatsu PC360LC-11 257
Equipment	\$369,738.00	\$380,110.00	\$333,000.00	\$329,022.80	\$371,300.00
Payment on Delivery 7 Equal Payments @	\$54,466.00 \$54,466.00	\$55,993.46 \$55,993.46	\$49,068.00 \$49,068.00	\$3,525.00 \$3,525.00	\$54,695.00 \$54,695.00
TOTAL	\$435,728.00	\$447,947.68	\$392,544.00	\$28,200.00	\$437,560.00
Customer Support Rate	\$ 6.64	\$ 4.61	\$ 4.13	\$ 110.00	\$ 2.13
Std Warranty CSA	36month/3000 84/3500	84/3500	12 months 84/4000	36/5000 84/3500	12 months 84/3500
emission Work Tool Delivery	60/3000 150	12 month 245-266	120	12 month 145	06
Customer Support Rate for 3500 hrs	\$ 23,240.00	\$ 16,135.00	\$ 14,455.00	\$ 385,000.00	\$ 7,455.00
TOTAL	\$458,968.00	\$464,082.68	\$406,999.00	\$413,200.00	\$445,015.00

City of Fargo - John Deere 350GLC Excavator

Compound Period:

Monthly

Nominal Annual Rate:

4.89%

## CASH FLOW DATA

Event	Date	Amount	Number	Period
1 Lease	3/15/2019	333,000.00	1	_
2 Lease Payment	3/15/2019	49,068.00	1	
3 Lease Payment	3/15/2020	49,068.00	7	' Annual

## AMORTIZATION 360 Day Year

#	Date	е	Lease Payment	Interest	Principal	Balance
Lease		3/15/2019				333,000.00
	1	3/15/2019	49,068.00	0	49,068.00	283,932.00
2019 Totals			49,068.00	0	49,068.00	
	2	3/15/2020	49,068.00	14 104 00	24.072.42	240.050.00
2020 Totals	2	3/13/2020	49,068.00	•	•	249,058.88
2020 10(a)5			49,068.00	14,194.88	34,873.12	
	3	3/15/2021	49,068.00	12,451.44	36,616.56	212,442.32
2021 Totals			49,068.00	12,451.44	36,616.56	
	4	3/15/2022	49,068.00	10,620.83	38,447.17	173,995.15
2022 Totals			49,068.00	10,620.83	38,447.17	
	5	3/15/2023	49,068.00	L.	40,369.30	133,625.85
2023 Totals			49,068.00	8,698.70	40,369.30	
	6	3/15/2024	40.069.00	6 690 49	42 207 52	04 220 22
2024 Totals	b	3/13/2024	49,068.00	6,680.48	42,387.52	91,238.33
2024 Totals			49,068.00	6,680.48	42,387.52	
	7	3/15/2025	49,068.00	4,561.36	44,506.64	46,731.69
2025 Totals			49,068.00	4,561.36	44,506.64	,
				•	•	
	8	3/15/2026	49,068.00	2,336.31	46,731.69	0
2026 Totals			49,068.00	2,336.31	46,731.69	
Cuand Tatala			202 544 66	50 544 00	222 000 00	
Grand Totals			392,544.00	59,544.00	333,000.00	



## PUBLIC WORKS OPERATIONS



Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants 402 23<sup>rd</sup> STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: (701) 241-1465 FAX: (701) 241-8100

November 19, 2018

Honorable Board of City Commissioners City Hall 225 4<sup>th</sup> St N Fargo, ND, 58102

#### Commissioners:

Four RFP's were received November 2, 2018, for upcoming contract winter pruning operations. The pruning areas include:

- Area Project 1: Main to 13<sup>th</sup> Ave S between 18<sup>th</sup> St and South University Dr
- Area Project 2: Main to 13<sup>th</sup> Ave S between 18<sup>th</sup> St and 25<sup>th</sup> St
- Raise Project 1: 40<sup>th</sup> to 46<sup>th</sup> Ave S between 25<sup>th</sup> and 36<sup>th</sup> St
- Raise Project 2: 46<sup>th</sup> to 52<sup>nd</sup> Ave S between 25<sup>th</sup> St and South University Dr
- Raise Project 3: 12<sup>th</sup> to 16<sup>th</sup> Ave N between 38<sup>th</sup> and 45<sup>th</sup> St

Contractor	Area 1(1357 trees)	Area 2(320)	Raise 1(830)	Raise 2(350)	Raise 3(495)
Cougar Tree Care, Inc.	\$120,203.06	\$25,708.80	\$17,968	\$6,499.50	\$8,043.75
Walt's Tree Service	no bid	\$66,600	no bid	no bid	no bid
Carr's Tree service	\$203,550	\$43,200	\$12,450	\$5 <i>,</i> 250	\$9,900
All-Terrain Grounds Maintenand	ce no bid	no bid	\$18,260	\$7,700	\$12,375

Funding has been included in the annual forestry budget. Forestry staff will handle Area 2, and Raise 3 Projects.

#### Recommended motion:

Move to award upcoming contract winter pruning operations request for proposals (RFP18314) AREA Project 1 to Cougar Tree Care, Inc. (\$120,203.06), and RAISE Projects 1 and 2 to Carr's Tree Service (\$17,700.00).

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl City Forester

Cc: Ben Dow Bruce Grubb Kent Costin

commissionwinterprune2019.doc



## PUBLIC WORKS OPERATIONS



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

November 14, 2018

The Honorable Board of City Commissioners City of Fargo 225 4<sup>th</sup> Street North Fargo, ND 58102

Re: DEVELOPER WAIVER OF PROTEST AGREEMENT with DAKOTA BEACH CAPITAL, LLC.

#### Commissioners:

Dakota Beach Capital, LLC. is in the process of redeveloping two residential lots that are currently zoned University Mixed Use (UMU). As part of the redevelopment, the owner will raze two homes and construct a sixteen unit multifamily apartment building. Due to the significant change in building and paving coverage, all water runoff will now be sheet drained to the city unimproved gravel alley located behind the property. In order for the building to be constructed and the drainage changes to take place, the developer is being required to waive their rights to protest any assessments for future alley paving and infrastructure installation projects.

Enclosed is a Developer Waiver of Protest Agreement that has been fully reviewed by the Assistant City Attorney Nancy Morris and signed by the property owner.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed Developer Waiver of Protest Agreement with Dakota Beach LLC.

Respectfully submitted,

Ben Dow

Public Works

Director of Operations

### Developer Waiver of Protest Agreement

This Agreement, made and entered into by and between the City of Fargo, North Dakota, a North Dakota Municipal Corporation (hereafter "Fargo" or "City") and Dakota Beach Capital, LLC, a North Dakota Limited Liability Company (hereafter "Owner");

WHEREAS, Dakota Beach Capital, LLC is the Owner of property situated in the County of Cass and State of North Dakota, described as follows

### Parcel 1

North Ten Feet (10.00') of Lot Three (3) and the South Forty Feet (40.00') of Lot Four (4), Block Three (3), Wm. G. Johnson Addition to the City of Fargo, Cass County, North Dakota.

#### Parcel 2

North Ten Feet (10.00') of Lot Four (4) and the South Forty Feet (40.00') of Lot Five (5), Block Three (3), Wm. G. Johnson Addition to the City of Fargo, Cass County, North Dakota.

WHEREAS, Owner intends to raze the current two (2) residential buildings and replace with a sixteen (16) unit multifamily apartment building; and

WHEREAS, Owner intends to construct and install pavement in a manner that allows water runoff to sheet drain upon unimproved public gravel surface alley; and

WHEREAS, Fargo and Owner wish to cooperate as to the drainage design prior to the installation of alley paving and other municipal infrastructure in order to accommodate the Owner's Property in the most efficient and economic manner; and

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

- 1. Owner holds all right, title and interest in the Property.
- 2. Owner understands and agrees that alley paving and other municipal improvements which are enumerated in Section 40-22-01 N.D.C.C. will be completed at a future time to serve the Owner Property and others, and that special assessments will be levied and assessed against the Owner Property for such improvements.
- 3. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to Section 40-22-17 N.D.C.C. Owner specifically consents to the alley paving and construction of such improvements and to the assessment of the costs thereof against the Owner's Property.
- 4. Owner further agrees and understands that Fargo shall not be responsible for any damages if for any reason the alley paving and other public improvements are not completed.
- 5. Owner agrees and understands that Fargo shall not be liable for any damages to Owner's Property as a result of the condition of the alley at the time of construction.
- 6. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, replacing and superseding all oral and/or written prior discussions, representations and agreements.
- 7. If any term or other provision of this Agreement is deemed invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. Upon such determination, the Parties shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the parties, as closely as possible and in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.
- 8. This Agreement shall not be amended or modified in any manner, including the conduct of the Parties, except in writing and duly signed by the Parties hereto.
- 9. This Agreement was fully-negotiated by the Parties, with each having been afforded the right to legal counsel, and shall be deemed to have been drafted by both of the Parties.
- 10. Owner may not assign this Agreement without the prior written consent of Fargo. Any such attempted assignment in conflict with the previous sentence shall be void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 11. This Agreement shall be governed by and enforced in accordance with the laws of the State of North Dakota.

Dated this 8th day of Novem, 2018.	
	By: Pandail S. Lauer  Its: Member
state, personally appeared Biren, to	) ) ss. )  3, before me, a notary public in and for said county and me known to be the of Dakota xecuted the within and foregoing instrument, and
(SEAL)  AUDREY M MCINERNEY Official Seal Notary Public - State of Illinois My Commission Expires Jun 7, 2021	

Dated this, 201	18.
	City of Fargo, a North Dakota Municipal Corporation
	By: Timothy J. Mahoney, Mayor
ATTEST:	
Steven Sprague, City Auditor	
STATE OF NORTH DAKOTA ) ) ss COUNTY OF CASS )	
Mahoney and Steve Sprague to me known t City of Fargo, Cass County, North Dakota, a	, 2018, before me personally appeared Timothy J. to be the Mayor and City Auditor, respectively, of the municipal corporation, described in and that executed knowledged that said municipal corporation executed
(SEAL)	Notary Public Cass County, North Dakota My commission expires:



## PUBLIC WORKS OPERATIONS



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

November 14, 2018

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

RE: Sidewalk Snow and Ice Removal Code Enforcement

#### Commissioners:

Proposals were opened on Thursday, August 30, 2018, in response to a Request for Proposal (RFP18267) issued by Public Works for "Sidewalk Snow and Ice Removal Code Enforcement". A total of four (4) sealed responses were received.

The Public Works Snow and Ice RFP selection committee has 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 2018/2019 code enforcement snow and ice removal contracts to Style-it-Services, All-Terrain Grounds Maintenance, and Valley Green & Associates.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP18267) to award 2018/2019 code enforcement snow and ice removal contracts to Style-it-Services, All-Terrain Grounds Maintenance, and Valley Green & Associates.

Respectfully submitted,

Ben Dow

Director of Operations

Fargo Public Works

## Sidewalk Snow and Ice Removal Code Enforcement RFP Fargo Public Works - 2018/2019

Hourly Services	All-Terrain	Style-it-Services	Valley Green	Bosma Snow Removal
Skid Steer Front Loader with Bucket and Operator	\$75.00	\$75,00	\$80.00	\$120.00
Skid Steer Front Loader with Snow Blower and Operator	\$75.00	\$75.00	\$85.00	\$120.00
Toolcat Utility Machine with Bucket and Operator	\$75.00	\$75,00	\$65.00	\$0.00
Toocat Utility Machine with Snow Blower and Operator	\$75.00	\$75.00	\$70.00	\$0.00
Walk Behind Snow Blower and Operator	\$75.00	\$75,00	\$55.00	\$65.00
Laborer	\$75.00	\$75.00	\$40.00	\$50.00
Fee Per Pound	All-Terrain	Style-it-Services	Valley Green	Bosma Snow Removal
Sidewalk Ice Melt	\$0,50	\$0.50	\$0.50	\$10.00

# SERVICES AGREEMENT CODE ENFORCEMENT SIDEWALK SNOW AND ICE REMOVAL SERVICES

#### I. Agreement

This agreement is between the City of Fargo (City) and Style-It Services (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

### II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

### Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

### Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

#### Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

#### **Icy Conditions**

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

## **Timeframe**

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

#### Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

#### Obstructions

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

#### Safety

All snow and ice removal 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.

#### Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The 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 contract.

#### 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 sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 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.

# Page 146<sub>VII</sub>. 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: /0/1/18

Style-It Services

T4---

ts: /

Date:	
	CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation
ATTEST:	Dr. Timothy J. Mahoney, Mayor
Steve Sprague, City Auditor	_

# **BID SHEETS**

All sidewalks will be four and a half feet (4 1/2') in width and will need to be bid accordingly.

# **Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$
Skid Steer Front Loader with Snow Blower and Operator	S
Toolcat Utility Machine with Bucket and Operator	S
Toolcat Utility Machine with Snow Blower and Operator	S
Walk Behind Snow Blower and Operator	S
Laborer	s 75,00 p/HR

**Ice Removal Product Cost** (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 250 p/ Bund

# SERVICES AGREEMENT CODE ENFORCEMENT SIDEWALK SNOW AND ICE REMOVAL SERVICES

# I. Agreement

This agreement is between the City of Fargo (City) and All-Terrain Grounds Maintenance (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2021.

#### II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

#### Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

#### Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

#### Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

#### Icy Conditions

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

#### Timeframe

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

#### Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of

all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

#### **Obstructions**

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

#### Safety

All snow and ice removal 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.

#### Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The 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 contract.

#### 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 sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 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: 9/24/2018	_
	All-Terrain Grounds Maintenance
	By: 1º an que
	Its: Matt Langemo, CRM

Date:	
	CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation
ATTEST:	Dr. Timothy J. Mahoney, Mayor
Steve Sprague, City Auditor	

#### **BID SHEETS**

All sidewalks will be four and a half feet (4 %) in width and will need to be bid accordingly.

# **Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 75
Skid Steer Front Loader with Snow Blower and Operator	s 75
Toolcat Utility Machine with Bucket and Operator	s 75
Toolcat Utility Machine with Snow Blower and Operator	s 75
Walk Behind Snow Blower and Operator	s 75
Laborer	s 75

Ice Removal Product Cost (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 0.50

# SERVICES AGREEMENT CODE ENFORCEMENT SIDEWALK SNOW AND ICE REMOVAL SERVICES

# I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide code enforcement sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2021.

#### II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

#### Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

# Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee to be established between contractor and Director of Public Works.

#### Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

#### **Icy Conditions**

If requested by city staff, Contractor will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications.

#### Timeframe

Contractor will be required to complete the snow and ice management services of assigned sidewalks within 24 hours of notification from Street Department staff.

#### **Photographs**

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of

all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed.

#### **Obstructions**

Contractor will not be responsible for snow and ice management of areas that are obstructed and unable to be cleared of snow and ice. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires a Contractor to make additional visits to complete the snow and ice management services, additional fees may be billed and paid on a case by case basis. For complete payment time stamped photographs may be required to prove obstructions exist.

# Safety

All snow and ice removal 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.

## Property Damage

Contractors will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice management services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The 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 contract.

#### 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 sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 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

D. 11-13-18

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: 11 · 3 · 5	<del></del> ;
	Valley Green & Associates
	By: Josh Ablahamsen
	Its: Onny

Date:	
	CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation
	Dr. Timothy J. Mahoney, Mayor
ATTEST:	
Steve Sprague City Auditor	

#### **BID SHEETS**

All sidewalks will be four and a half feet (4  $\frac{1}{2}$ ) in width and will need to be bid accordingly.

# **Snow Removal Equipment Cost**

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 80.00
Skid Steer Front Loader with Snow Blower and Operator	\$85.00
Toolcat Utility Machine with Bucket and Operator	\$65.00
Toolcat Utility Machine with Snow Blower and Operator	00.00
Walk Behind Snow Blower and Operator	s 55.00
Laborer	s L40.00

Ice Removal Product Cost (price should include product and cost to apply)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$0.50



# PUBLIC WORKS (A) OPERATIONS

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

November 14, 2018

The Honorable Board of City Commissioners City of Fargo 225 4<sup>th</sup> Street North Fargo, ND 58102

RE: Authorization to extend the 2017/2018 Sidewalk Snow and Ice Removal contract with Polar Snow & Ice for the 2018/2019 snow season.

#### Commissioners:

In September of 2017, Public Works issued a Request for Proposal (RFP) for Sidewalk Snow and Ice Removal for city owned buyout properties for the 2017/2018 snow season. Upon the closing of the RFP, a total of six (6) sealed responses were received (see attached bid tab). Based on the established evaluation criteria, the contract was awarded to Polar Snow & Ice. As part of 2017/2018 RFP, language was included which allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with Polar Snow & Ice representatives and at this time is requesting authorization to extend their contract for the 2018/2019 snow season under the same terms of the initial 2017 RFP (RFP17285).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP17285) to extend the 2017/2018 sidewalk snow and ice removal contract with Polar Snow & Ice for the 2018/2019 snow season.

Respectfully submitted,

Ben Dow Public Works

Director of Operations

			201	7-2018 Ca	2017-2018 Contracted Sidewalks Bid Tab	Sidewalks	Bid Tab					
All sidewalks are four and a half feet in width.	3	CuFe	Meyer S	Services	Style-It Services	Services	Polar Snow & Ice	w & Ice	All-Te	All-Terrain	Baker Snow & Ice	ow & Ice
Location	Snow Removal \$ A	Chemical pplication \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	Snow Removal \$ Application \$ Amount Amount Amount Amount	Chemical Application \$ Amount	Snow Removal \$ Amount	Chemical Application \$ Amount	now Removal \$ Amount	Chemical Application \$ Amount
Fload Lots	\$1,504.00	\$1,152.00	\$1,312.00	\$1,705.00	\$1,377.60	\$1,312.00	\$1,230.00	\$1,312.00	\$1,623.60	\$1,886.00	\$2,980.00	\$82.00

# SERVICES AGREEMENT CITY OWNED PROPERTIES SIDEWALK SNOW AND ICE REMOVAL SERVICES

## I. Agreement

This agreement is between the City of Fargo (City) and Polar Snow& Ice Management (Contractor) to provide "city owned properties" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2019. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

# II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

#### Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

#### Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

#### **Icy Conditions**

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary.

## <u>Timeframe</u>

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301.** 

#### Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be

reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

## Safety

All snow and ice management 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.

# 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 snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 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: //-//-/8	
	Polar Snow & Ice Management  By:   Its:   Presiden 4
Date:	
	CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation
	Dr. Timothy J. Mahoney, Mayor
ATTEST:	
Steve Sprague, City Auditor	_

# 2018-2019 Contracted Sidewalks

	Location	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North	\$7.50	\$8.00
2	4525 Riverwood Drive North		
3	2921 2nd Street North	\$7.50	\$8.00
4	2922 2nd Street North	\$7.50	\$8.00
5	2925 2nd Street North	\$7.50	\$8.00
6	2926 2nd Street North	\$7.50	\$8.00
7	160 North Woodcrest Drive N.	\$7.50	\$8.00
8	166 North Woodcrest Drive N.	\$7.50	\$8.00
9	101 Woodland Drive North	\$7.50	\$8.00
10	97 Woodland Drive North	\$7.50	\$8.00
11	93 Woodland Drive North	\$7.50	\$8.00
12	89 Woodland Drive North	\$7.50	\$8.00
13	85 Woodland Drive North	\$7.50	\$8.00
14	81 Woodland Drive North	\$7.50	\$8.00
15	75 Woodland Drive North	\$7.50	\$8.00
16	69 Woodland Drive North	\$7.50	\$8.00
17	63 Woodland Drive North	\$7.50	\$8.00
18	55 Woodland Drive North	\$7.50	\$8.00
19	51 Woodland Drive North	\$7.50	\$8.00
20	45 Woodland Drive North	\$7.50	\$8.00
21	41 Woodland Drive North	\$7.50	\$8.00
22	37 Woodland Drive North	\$7.50	\$8.00
23	31 Woodland Drive North	\$7.50	\$8.00
24	25 Woodland Drive North	\$7.50	\$8.00
25	19 Woodland Drive North	\$7.50	\$8.00
26	15 Woodland Drive North	\$7.50	\$8.00
27	7 Woodland Drive North	\$7.50	\$8.00
28	1625 Elm Street	\$7.50	\$8.00
29	1619 Elm Street	\$7.50	\$8.00
30	1613 Elm Street	\$7.50	\$8.00
31	1607 Elm Street	\$7.50	\$8.00
32	1601 Elm Street	\$7.50	\$8.00
33	1519 Elm Street	\$7.50	\$8.00
34	1501 Elm Street	\$7.50	\$8.00
35	1455 Elm Street	\$7.50	\$8.00
36	1318 Elm Street	\$7.50	\$8.00
37	1314 Elm Street	\$7.50	\$8.00

1341 Oak Street	\$7.50	\$8.00
1333 Oak Street	\$7.50	\$8.00
16 North Terrace	\$7.50	\$8.00
18 North Terrace	\$7.50	\$8.00
24 North Terrace	\$7.50	\$8.00
26 North Terrace	\$7.50	\$8.00
40 North Terrace	\$7.50	\$8.00
42 North Terrace	\$7.50	\$8.00
44 North Terrace	\$7.50	\$8.00
46 North Terrace	\$7.50	\$8.00
60 North Terrace	\$7.50	\$8.00
62 North Terrace	\$7.50	\$8.00
64 North Terrace	\$7.50	\$8.00
66 North Terrace	\$7.50	\$8.00
68 North Terrace	\$7.50	\$8.00
70 North Terrace	\$7.50	\$8.00
135 South Terrace	\$7.50	\$8.00
129 South Terrace	\$7.50	\$8.00
125 South Terrace	\$7.50	\$8.00
99 South Terrace	\$7.50	\$8.00
95 South Terrace	\$7.50	\$8.00
93 South Terrace	\$7.50	\$8.00
87 South Terrace	\$7.50	\$8.00
83 South Terrace	\$7.50	\$8.00
79 South Terrace	\$7.50	\$8.00
63 South Terrace	\$7.50	\$8.00
53 South Terrace	\$7.50	\$8.00
49 South Terrace	\$7.50	\$8.00
45 South Terrace	\$7.50	\$8.00
41 South Terrace	\$7.50	\$8.00
37 South Terrace	\$7.50	\$8.00
33 South Terrace	\$7.50	\$8.00
31 South Terrace	\$7.50	\$8.00
27 South Terrace	\$7.50	\$8.00
23 South Terrace	\$7.50	\$8.00
17 South Terrace	\$7.50	\$8.00
1114 4th Street South	\$7.50	\$8.00
1118 4th Street South	\$7.50	\$8.00
1124 4th Street South	\$7.50	\$8.00
1128 4th Street South	\$7.50	\$8.00
1204 4th Street South	\$7.50	\$8.00
		1
1408 South River Road	\$7.50	\$8.00

81 1414 South River Road	\$7.50	\$8.00
82 1430 South River Road	\$7.50	\$8.00
83 1436 South River Road	\$7.50	\$8.00
84 1442 South River Road	\$7.50	\$8.00
85 1450 South River Road	\$7.50	\$8.00
86 1454 South River Road	\$7.50	\$8.00
\		
87 801 Harwood Drive South	\$7.50	\$8.00
88 707 Harwood Drive South	\$7.50	\$8.00
89 701 Harwood Drive South	\$7.50	\$8.00
90 619 Harwood Drive South	\$7.50	\$8.00
91 601 Harwood Drive South	\$7.50	\$8.00
92 517 Harwood Drive South	\$7.50	\$8.00
93 509 Harwood Drive South	\$7.50	\$8.00
94 502 Harwood Drive South	\$7.50	\$8.00
95 501 Harwood Drive South	\$7.50	\$8.00
96 437 Harwood Drive South	\$7.50	\$8.00
97 520 Hackberry Drive South	\$7.50	\$8.00
98 602 Hackberry Drive South	\$7.50	\$8.00
99 610 Hackberry Drive South	\$7.50	\$8.00
100 618 Hackberry Drive South	\$7.50	\$8.00
101 626 Hackberry Drive South	\$7.50	\$8.00
102 702 Hackberry Drive South	\$7.50	\$8.00
103 720 Hackberry Drive South	\$7.50	\$8.00
104 726 Hackberry Drive South	\$7.50	\$8.00
105 802 Hackberry Drive South	\$7.50	\$8.00
		8
106 3702 River Drive South	\$7.50	\$8.00
107 3714 River Drive South	\$7.50	\$8.00
108 3720 River Drive South	\$7.50	\$8.00
109 3726 River Drive South	\$7.50	\$8.00
110 3732 River Drive South	\$7.50	\$8.00
111 3738 River Drive South	\$7.50	\$8.00
112 3802 River Drive South	\$7.50	\$8.00
113 3808 River Drive South	\$7.50	\$8.00
114 3820 River Drive South	\$7.50	\$8.00
115 3830 River Drive South	\$7.50	\$8.00
116 3832 River Drive South	\$7.50	\$8.00
117 3838 River Drive South	\$7.50	\$8.00
118 3842 River Drive South	\$7.50	\$8.00
119 3902 River Drive South	\$7.50	\$8.00
120 3908 River Drive South	\$7.50	\$8.00
121 3914 River Drive South	\$7.50	\$8.00
122 3920 River Drive South	\$7.50	\$8.00
123 3926 River Drive South	\$7.50	\$8.00
124 2130 Sterling Rose Lane South	\$7.50	\$8.00

25 4497 Oakcreek Drive South	\$7.50	\$8.00
26 4493 Oakcreek Drive South	\$7.50	\$8.00
27 4489 Oakcreek Drive South	\$7.50	\$8.00
28 4485 Oakcreek Drive South	\$7.50	\$8.00
29 4481 Oakcreek Drive South	\$7.50	\$8.00
30 4477 Oakcreek Drive South	\$7.50	\$8.00
31 4473 Oakcreek Drive South	\$7.50	\$8.00
32 4469 Oakcreek Drive South	\$7.50	\$8.00
33 4465 Oakcreek Drive South	\$7.50	\$8.00
34 4461 Oakcreek Drive South	\$7.50	\$8.00
35 4457 Oakcreek Drive South	\$7.50	\$8.00
36 4453 Oakcreek Drive South	\$7.50	\$8.00
37 4449 Oakcreek Drive South	\$7.50	\$8.00
38 4733 Douglas Drive South	\$7.50	\$8.00
39 4741 Douglas Drive South	\$7.50	\$8.00
40 4749 Douglas Drive South	\$7.50	\$8.00
41 4003 Copperfield Court South	\$7.50	\$8.00
42 4009 Copperfield Court South	\$7.50	\$8.00
43 4015 Copperfield Court South	\$7.50	\$8.00
44 4021 Copperfield Court South	\$7.50	\$8.00
45 4027 Copperfield Court South	\$7.50	\$8.00
46 3227 39th Avenue South	\$7.50	\$8.00
47 3233 39th Avenue South	\$7.50	\$8.00
48 3301 39th Avenue South		\$8.00
49 3305 39th Avenue South	\$7.50 \$7.50	\$8.00
50 3309 39th Avenue South		\$8.00
51 3311 39th Avenue South	\$7.50 \$7.50	\$8.00
52 3315 39th Avenue South	\$7.50	\$8.00
53 3321 39th Avenue South	\$7.50	\$8.00
54 3333 39th Avenue South	\$7.50	\$8.00
55 3339 39th Avenue South	\$7.50	\$8.00
56 3347 39th Avenue South	\$7.50	\$8.00
57 3355 39th Avenue South	\$7.50	\$8.00
58 3361 39th Avenue South	\$7.50	\$8.00
59 3365 39th Avenue South	\$7.50	\$8.00
60 3369 39th Avenue South	\$7.50	\$8.00
61 3373 39th Avenue South	\$7.50	\$8.00
62 3401 39th Avenue South	\$7.50	\$8.00
63 3405 39th Avenue South	\$7.50	\$8.00
64 3409 39th Avenue South	\$7.50	\$8.00
65 3415 39th Avenue South	\$7.50	\$8.00
66 3419 39th Avenue South	\$7.50	\$8.00
67 3423 39th Avenue South	\$7.50	\$8.00

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168 3427 39th Avenue South	\$7.50	\$8.00
169 3590 47th Avenue South	\$7.50	\$8.00
170 3591 47th Avenue South	\$7.50	\$8.00
171 1703 49th Street South	\$7.50	\$8.00
172 1705 52nd Street South	\$7.50	\$8.00
173 7005 University Drive	\$7.50	\$8.00
7003 GINVERSICY DITVE	\$1,297.50	\$1,384.00

Sidewalk\_Snow\_BJD\_11-6-2018



# **Metropolitan Area Transit**

650 23rd Street N Fargo, ND 58102

Phone: 701-241-8140 Fax: 701-241-8558



November 19, 2018

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

#### **Dear Commissioners:**

The City of Fargo Transit Department respectfully requests approval of the attached Amendment #3 to the Contract with First Transit to revise the Management Fee for the period January 1, 2019, through December 31, 2019.

Fargo has a three-year contract with First Transit to operate the fixed route transit system, including management and drivers for the period January 1, 2016, through December 31, 2018. With an option to extend up to two additional years. At this time staff is requesting a one year extension to the contract. The attached Amendment #3 has the updated management fees and hourly rate. Appendix 15 is also included which shows the increase to the driver wages, contingent upon proof First Transit.

**Requested motion:** Approve attached Amendment #3 to the First Transit and City of Fargo contract to revise the fees for the period of January 1, 2019 through December 31, 2019.

Sincerely,

Matthew G. Peterson, Assistant Transit Director

City of Fargo

/attachment

For Schedule Information: 701-232-7500

#### MINIMUM WAGES AND BENEFITS

# Fixed Route and Paratransit Bus Operators Fixed Route Dispatchers

# **Probationary Period:**

The Cities of Fargo and Moorhead require a 1-year probationary period for all employees hired under this contract. For purposes of this appendix probationary period refers to the employees ability to perform necessary job functions only and does not refer to when benefits will become available to each employee. Performance reviews shall be given to each employee at 30 days, 60 days, 90-days, 180-days, 1-year and no less than annually thereafter.

#### **Contractor:**

The employee hire date will be based off the employee's personal anniversary hire date (month, day, and year) of when the employee was hired. Employees will be paid, according to the step progression scale listed below, based on years of service from their original hire date with the current or previous contractor of this service; whichever is greater.

The employee seniority date will be based off the date (month, day, and year) of when the employee began revenue service with the current or previous contractor of this service or the date said employee changes employment status with current contractor.

Change of employment status is anytime the employee switches from full-time to part-time or part-time to full-time, or anytime an employee changes from one department to another (i.e. Bus Operator to Dispatcher).

# Wages:

All new and current bus operators and dispatchers will be paid at the rates listed below. Drivers and dispatchers working at least 32 hours per week shall be guaranteed, <u>at a minimum</u>, the <u>wages and</u> **benefits** listed during the term of this contract.

#### MINIMUM WAGES IN CONTRACTOR'S PROPOSAL:

Year	Step	Driver Minimum Wage Per Hour 2019	Dispatcher Minimum Wage Per Hour 2019
0	1	\$ 15.10	\$15.60
>1	2	\$ 15.40	\$16.00
>2	3	\$ 15.86	\$16.36
>3	4	\$ 16.30	\$16.80
>4	5	\$ 16.93	\$17.43
>5	6	\$ 18.82	\$19.32
>10	7	\$ 19.09	\$19.59
>15	8	\$ 19.63	\$20.13
>20	9	\$ 20.17	\$20.67
>25	10	\$ 20.71	\$21.21

- i. Employees who move horizontally on the wage scale in the 5-10 year rate row shall receive a longevity addition of \$.07 per hour to the above rates.
- ii. Employees who move horizontally on the wage scale in the 10-15 year rate row shall receive a longevity addition of \$.12 per hour to the above rates.
- iii. Employees who move horizontally on the wage scale in the 15-20 year rate row shall receive a longevity addition of \$.17 per hour to the above rates.
- iv. Employees who move horizontally on the wage scale in the 20-25 year rate row shall receive a longevity addition of \$.22 per hour to the above rates.
- v. Employees who move horizontally on the wage scale in the 25+ year rate row shall receive a longevity addition of \$.27 per hour to the above rates.

# Paid-time off (PTO): (Vacation and Sick Time)

All PTO will be earned on a pro-rated basis per month as described herein.

# **Regular PTO:**

After the first complete year of employment, upon the employee's personal anniversary hire date, the employee shall begin to accrue regular PTO. Regular PTO accrual will be the employee's main PTO and will be used any time the employee needs time off regardless if the time off is sick time or vacation time. All regular PTO hours must be used within 12 months of the employee's annual personal anniversary date or the hours will be forfeited. Upon separation of employment from the contractor during the first year of employment, no payout of regular PTO will be made. Thereafter, upon separation of employment from the contractor, the employee will be paid out for the remaining accrued regular PTO balance.

#### **Banked PTO:**

Banked PTO is an additional PTO benefit an employee receives. An employee will begin accruing banked PTO at .42 days per month beginning upon the employee's personal anniversary hire date. The employee shall have access to their accrued banked PTO (accrued at .42 days per month) after the employee has completed 90 days of employment. Banked PTO can only be used once the employee has exhausted all of their regular PTO hours. Banked PTO hours (up to 40 hours per year (5 days), may be carried over from year to year up to a maximum total of 120 hours,(15 days). Upon separation of employment from the contractor, the employee will **not** be paid out for any of the banked PTO hours balance.

Chart of hours and days are listed below.

Years of Service	Regular PTO (Hours)	BANKED PTO (Hours)	Regular PTO (Days)	BANKED PTO (Days)
0 – 12 Months	0	40	0	5
>1 YR but < 3 YRS	56	40	7	5
>3 YRS but <10 YRS	80	40	10	5
>10 YRS but < 15YRS	120	40	15	5
>15 YRS	160	40	20	5

PTO can only be taken in 4 (1/2 Day) or 8 (Full Day) hour increments.

#### Health / Welfare:

A group health-insurance plan shall be offered to employees working at least 32 hours per week. Health insurance is required to be provided to employees. The employer shall pay a minimum of 70% of a single premium under this plan or, if the employee chooses not to enroll in the health insurance plan, shall pay the employee a stipend to spend elsewhere valued at 30% of the single premium.

# Paid Holidays:

Employees shall be eligible for holiday pay immediately upon entry into revenue service. Paid holidays are to include: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

# 401(k):

The contractor is to offer a 401K retirement plan, with a company match.

# **Short-term Disability Insurance:**

Contractor shall pay for a short-term disability insurance policy for all employees and shall pay 100% of the premium.

# **SRC Hospital Indemnity:**

Employees have the option to enroll in First Transit's SRC Hospital Indemnity insurance program. This program offers single to family enrollment options in addition to the medical insurance plans. This program provides our employees' reassurance of financial stability in the event the employee or family members are hospitalized.

# **Health Savings Account (HSA):**

The contractor health insurance allows for employees to contribute a HSA account. The amount contributed to the account is determined by the employee and may be used for out-of-pocket health care costs.

#### IRS Section 125 Plan:

During the term of this agreement First Transit shall, if applicable and allowable by law, allow employees to participate in the IRS Section 125 plan, thus providing pre-tax cost savings to our employees.

#### **Bereavement Leave:**

Employees are eligible for bereavement leave the day before, the day of, and the day after an immediate family member's funeral. Immediate family members include, spouse, mother or father, brother or sister, mother-in-law or father-in-law, grandparents of employee or spouse, children of the employees, stepfather, step-mother, step-sister, step-brother, and step-children

# Safety Meetings:

Attendance at monthly safety meetings is required. Employees will be paid to for time at monthly safety meetings.

# **Dental Coverage Plans**

Full time employees may enroll in the contractor's Dental Coverage plan during the enrollment period. The contractor will cover 50% of the single coverage cost for each employee who chooses to enroll in dental coverage.

# Life and AD&D Insurance / Voluntary Life and Voluntary AD&D Insurance:

Employees receive ten thousand dollars (\$10,000) in life and AD&D insurance fully paid by the contractor. The employee through voluntary plans may purchase additional life and accidental death and disability insurance.

#### Vision Insurance:

Page 173

**APPENDIX 15** 

Employees have the option to enroll in the contractor's vision insurance program. This program offers single to family enrollment options to help ensure vision care is affordable to all contractor employees.

# Safety, Customer Service and Longevity Incentives:

#### **Retention Bonus:**

All new employees will be eligible for a retention bonus as an incentive to reduce employee turnover. The retention bonus will be paid out in increments: \$300.00 after 90-days and \$500.00 after 12-months of employment. In order to qualify for this bonus the employee must be new to the contractor; employees who are currently working for the contractor or who left employment of the contractor and have returned will not be eligible for this bonus. This bonus plan is a minimum retention bonus plan, the contractor may implement greater cost retention incentive bonus plan at no additional cost to MATBUS

## **Safety Bonus:**

An employee who performs their job exhibiting superior safety habits and behaviors will be rewarded! The monthly payment for each employee who achieves this goal is \$50.00 for full time employees and \$25.00 for part time employees. Employees who receive this bonus for the entire quarter (3 months) will be given an additional bonus of \$100.00 for full time employees and \$50.00 for part time employees.

# Eligibility requirements:

- > The employee must complete a pre/post trip inspection each day they work
- > The employee must have no preventable collisions or passenger injuries
- > The employee has no preventable safety incidents resulting in any personal/passenger injury, damage, or other safety related issues
- > The employee must have no traffic violations in company or personal vehicles

The Safety Bonus is a pass-through bonus which will be billed to the City of Fargo and City of Moorhead at the end of each month on their regular invoices

Part-Time employees must work at least 40 hours per month in order to receive this bonus.

#### **Incentive Bonus:**

The Incentive Bonus program will reward employees that provide excellent customer service, have perfect attendance, and exhibit superior performance and behavior when performing all job functions. Employees have the opportunity to earn an additional \$1,000.00 per year. This bonus will be paid out at \$50.00 per month for full time employees who achieve the requirements listed below. Any full time employee who has achieved this bonus for the entire quarter (3 months) will be given an additional \$100.00 at the end of the quarter.

# Eligibility requirements:

- > No verifiable passenger complaints or incidents
- > Have a perfect attendance record
  - Zero attendance points for current month (Late, absent, etc.)
- > Be in a full and clean uniform at all times (shirt, trousers, tie, and plain black shoes)

- ➤ Completing and turning in all paperwork with no missing information; including: Manifests, DVIR for Pre and Post trip inspections, Payroll exception forms
- ➤ No ADA Violations (i.e. P.A. Announcements, lowering ramp/kneeler)
- > Attended the monthly safety meetings
- > Having no other discipline incidents / actions

Part-Time employees are not eligible for this bonus.

Quarterly payouts will be paid on the following scale.

Quarter	Start Month		End Month	Payout Month
1	January	_	March	April
2	April	-	June	July
3	July	140	September	October
4	October	-	December	January

# AMENDMENT NO. 3 TO AGREEMENT BETWEEN CITY OF FARGO AND FIRST TRANSIT

THIS AMENDMENT NO. 3, made this \_\_\_\_\_ of \_\_\_\_\_\_, 2018, by and between the City of Fargo, hereinafter referred to as "CITY," and First Transit, hereinafter referred to as "CONTRACTOR."

WHEREAS, CITY and CONTRACTOR previously entered into an Agreement and two Amendments to the Agreement, to provide CITY with management, supervisory and operational services for its fixed route and paratransit system, (the Agreement and two Amendments are attached hereto as Exhibit A, and collectively referred to as the "Agreement")

WHEREAS, the Agreement provides for renewal of the contract for two additional one-year periods at a rate mutually agreed upon between CITY and CONTRACTOR, said rate not to exceed the preceding year's price plus increases demonstrated by the Consumer Price Index for that same; and

WHEREAS, CITY desires to exercise a one-year option with CONTRACTOR to extend the Agreement from January 1, 2019 to December 31, 2019; and

WHEREAS, CITY and CONTRACTOR also wish to make changes to the minimum driver wages and management fees for Fixed Route service set out in the Agreement.

NOW, THEREFORE, the Agreement is hereby further amended as follows:

- A. The parties hereby extend the Agreement for an additional one-year period beginning January 1, 2019, through and including December 31, 2019.
- B. Paragraph 8.3.1 of the Agreement is hereby amended, effective January 1, 2019, so that the rate for fixed route dispatch is as follows:

January 1, 2019 through December 31, 2019: Annually \$ 219,600 \$ 18,300

C. Paragraph 8.3.2 of the Agreement is hereby amended, effective January 1, 2019 for the rate per vehicle service hour for fixed route is as follows:

**Hourly Rate** 

January 1, 2019 through December 31, 2019:

\$ 24.96

This rate will be reduced to \$24.68 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits for 2019.

D. Paragraph 8.3.3 of the Agreement is hereby amended, effective January 1, 2019 for rate per vehicle service hour for paratransit as follows:

**Hourly Rate** 

January 1, 2019 through December 31, 2019:

\$ 24.61

This rate will be reduced to \$24.55 until CITY receives proof CONTRACTOR'S employees are receiving the wages outlined in Attachment A, Appendix 15, Minimum Wages and Benefits for 2019.

E,	Paragraph 8.3.4 of the Agreement is hereby amended, effective January 1, 2019 for a
	fixed monthly rate for management services as follows:

	Annually	Monthly
January 1, 2019 through December 31, 2019:		
Fixed Route	\$423,162.80	\$ 35,263.57
Paratransit	\$144,848.03	\$ 12,070.67
GTC	\$ 48,519.14	\$ 4,043.26

F. Paragraph 8.3.5 of the Agreement is hereby amended, effective January 1, 2019 for reimbursement of actual annual rate for the performance bond estimated as follows:

January 1, 2019 through December 31, 2019: \$11,953.00

The actual annual performance bond cost will be billed to the CITY on the January invoice of each year, and include the original bond and proof of payment by CONTRACTOR.

Attachment A, Appendix 15, Employee Compensation: Drivers and dispatchers must be paid at a minimum the wages and benefits as outlined in the revised Attachment A, Appendix 15, Year 4, effective January 1, 2019. The Year 4 employee compensation rates will not take effect until proof is provided by CONTRACTOR that the new wages are being paid to the drivers and dispatchers. Proof will consist of providing CITY a copy of the appropriate portion of the agreement between CONTRACTOR and the respective union.

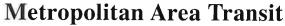
To the extent the modifications or amendments set forth in this Amendment No. 3 to Agreement contradict the terms of the Agreement, the terms of this Amendment No. 3 shall be interpreted to control and govern.

All other terms of the Agreement not modified by this Amendment No. 3 will remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 3 to Agreement to be executed effective the day and year first above written.

CITY OF FARGO	FIRST TRANSIT
BY:	BY:
	Its:
BY:Steve Sprague, City Auditor	BY:
	Its:





650 23rd Street N Fargo, ND 58102

Phone: 701-241-8140 Fax: 701-241-8558



November 19, 2018

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

**Dear Commissioners:** 

The City of Fargo Transit Department respectfully requests approval of the attached Amendment to the yearly service contract with Genfare dating November 1, 2018, through October 31, 2019.

Genfare is our onboard farebox (cashbox) system. This system is required to validate passenger passes and fares. The service contract helps to maintain the farebox system, network and connection for our service. The cost for the contract was budgeted for in our operation expenditures.

Requested motion: Approve attached Amendment to the service contract.

Sincerely,

Matthew G. Peterson, Assistant Transit Director

City of Fargo

/attachment

#### AMENDMENT TO SOFTWARE SUPPORT AGREEMENT

THIS	<b>AMENDMENT</b>	TO	SOFTWARE	SUPPORT	AGREEMENT	(this	"Amendment"),	dated	as	0
	i	s by	and between	City of Far	go ("Agency"/"	'Custo	mer") and Genfar	e, a divi	ision	0
SPX C	orporation ("Ge	nfar	e").							

Agency and Genfare are parties to that certain Genfare Software Support Agreement, dated as of 11/1/2018 (the "Agreement"). Agency and Genfare desire to amend the Agreement to extend the Term and update pricing as provided herein. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Agreement.

The parties hereby agree as follows:

- 1. Amendments.
- (a) The term of the Agreement shall be extended for one (1) year and thereafter shall automatically renew for subsequent terms of one year each unless either party gives written notice of termination in accordance with Section 7 of the Agreement.
- (b) The pricing for the Software Support Services for the extension year is \$4,375 For each year after such extension year, the most recent pricing will increase by 3% at the beginning of each annual term.
- (c) Removal of the following language from Schedule A, Section 2:

"5% discount off of OEM spare parts, repairs, software upgrades, System Support paid services outside the scope of this Agreement, and training (does not apply to equipment or System upgrades."

2. <u>Continuing Effect; No Other Amendments</u>. Except as expressly amended hereby, all of the terms and provisions of the Agreement are and shall remain in full force and effect. The amendments contained herein shall not constitute an amendment or waiver of any other provision of the Agreement or for any purpose except as expressly set forth herein. All references to this "Agreement" in the Agreement shall be deemed to refer to the Agreement as amended hereby.

The parties hereto have caused this Amendment to be executed by their respective duly authorized representatives as of the day and year first above written.

CITY	OF FARGO	GENFARE, A DIVISION OF SPX CORPORATION
BY:	Timothy J. Mahoney, Mayor	BY:
		Its:
BY:	Steve Sprague, City Auditor	BY:
		Its:



November 19, 2018



Fargo, ND 58102 Office: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov



Honorable Board of City Commissioners City of Fargo 225 4<sup>th</sup> Street North Fargo, North Dakota 58102

RE: Bid Award-Project WW1701
Wastewater Treatment Facility – Phase II A Improvements (Central Generation Station)

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, November 14, 2018 for improvements associated with the Wastewater Treatment Facility Expansion - Phase IIA Improvements (Central Generation Station). These improvements are included in the Wastewater CIP, with the project costs being funded through a 30 year 2% Clean Water SRF Loan with a rate funded debt service. The Phase IIA improvements will increase treatment capacity to accommodate Fargo growth and further regionalization. The bids were as follows:

Contractor	Contract A	Contract B	Contract C	Contract D		
	(General)	(Mechanical)	(Electrical)	(Combined)		
Construction Engineers	\$1,223,000	No Bid	No Bid	\$2,194,000	3,54,5	
Gast Construction	\$1,049,296	No Bid	No Bid	\$1,866,266		
Meineke-Johnson	\$1,187,700	No Bid	No Bid	No Bid		
PKG Contracting	\$ 990,569	\$800,000	No Bid	\$1,875,569		
Swanberg Construction	\$ 843,000	No Bid	No Bid	\$1,755,000		
Manning Mechanical	No Bid	\$540,000	No Bid	No Bid		
JDP Electric	No Bid	No Bid	\$326,516	No Bid		
Sun Electric	No Bid	No Bid	\$343,000	No Bid		
Dakota Electric	No Bid	No Bid	\$378,000	No Bid		
Engineers Estimate:				\$1,140,000		

The apparent low bids are three Multiple Prime Contracts for Contract A (General) from Swanberg Construction for \$843,000; Contract B (Mechanical) from Manning Mechanical for \$540,000; and Contract C (Electrical) from JDP Electric for \$326,516. Please note: The Engineers Estimate for this project was \$1,140,000 with differences found in the costs of painting, masonry, and construction of precast materials (winter work), a tight construction schedule, as well as required changes to meet the flood protection elevations established by the City. Upon review of these factors it is our opinion that fair and good bids were received for this project.

#### **Recommended Motion**

Wastewater Utility Staff recommend bid award of Contract A to Swanberg Construction for \$843,000, Contract B to Manning Mechanical for \$540,000 and Contact C to JDP Electric for \$326,516 as the lowest and best bids for Project WW1701, Central Generation Station.

Respectfully Submitted,

Jim Hausauer

Wastewater Utility Director



701.373.7980 4733 Amber Valley Parkway South Fargo, ND 58104

Water | Transportation | Municipal | Facilities

November 14, 2018

Mr. Jim Hausauer Utility Director, Wastewater Division City of Fargo 3400 North Broadway Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility – Central Generation Station Bid Recommendation

Dear Mr. Hausauer:

Bids have been received for the Wastewater Treatment Facility Central Generation Station project and are summarized on the attached Bid Tabulation. Contract A – General Construction, Contract B – Mechanical Construction, Contract C – Electrical Construction, and Contract D – Combined were all bid. Project specifications state the contract must be awarded on base bid (no alternates), which is the lowest of the combination of Contracts A, B, and C or Contract D.

The low bids for each respective contract is as follows:

General Construction bid (Contract A) from Swanberg Construction
 Mechanical Construction bid (Contract B) from Manning Mechanical
 Electrical Construction bid (Contract C) from JDP Electric
 Combined Construction bid (Contract D) from PKG Contracting
 Combination of Contract A plus Contract B plus Contract C
 \$43,000.00
 \$540,000.00
 \$326,516.00
 \$1,755,000.00
 \$1,709,516.00

Therefore, the lowest total project cost was the combination of Contract A plus Contract B plus Contract C in the amount of \$1,709,516.00. This combination is above the Engineer's Estimate of \$1,140,000.00. However, after reviewing the details in the contractors' bids, the Engineer's Estimate did not account for certain items such as the higher cost of materials due to the short project schedule, the increased costs for winter construction methods (earthwork, concrete work, masonry, roofing) and raising the finished floor elevation during the bidding process. After considering these factors and since there were multiple bidders for each contract, in our opinion the City of Fargo received fair and good bids for this project.

Based on the bids received, we recommend the City of Fargo award the project to Swanberg Construction, Manning Mechanical and JDP Electric contingent on the North Dakota Department of Health approval. A State Revolving Fund loan is in place for financing these improvements and the project is within the overall loan budget.

In summary, the total project cost for Contract A (\$843,000), Contract B (\$540,000) and Contract C (\$326,516) is \$1,709,516. Separate Notice of Award documents in these amounts to Swanberg Construction, Manning Mechanical and JDP Electric are attached for your consideration. If you have any questions or need further information, please feel free to contact me.

Sincerely,

Karla J. Olson, PE Project Manager

arly. Olson





# Bid Tab

# Fargo, North Dakota, Wastewater Treatment Facility – Central Generation Station

Wednesday, November 14, 2018 | 11:30 AM | Fargo City Hall

Contract D Combined Contract C Electrical Mechanical Contract B Contract A General MBE/ WBE Contr. License 5% Bid Bond Addenda Addenda Plan Holder

Apex Project No. 18,102,0001

General Contractors									
Construction Engineers	×	×	×	×	×	\$1,223,000.00	No Bid	No Bid	\$2,194,000.00
Gast Construction	×	×	×	×	×	\$1,049,296.00	No Bid	No Bid	\$1.866.266.00
Meinecke-Johnson	×	×	×	×	×	\$1,187,700.00	No Bid	No Bid	Pig oN
PKG Contracting	×	×	×	×	×	\$990,569.00	\$800,000.00	No Bid	\$1.875.569.00
Swanberg Construction	×	×	×	×	×	\$843,000.00	No Bid	No Bid	\$1 755 000 00
Mechanical Contractors									מייים מיים מייים מ
Manning Mechanical	×	×	×	×	×	No Bid	\$540,000.00	No Bid	big oN

Electrical Contractors									
Dakota Electric	×	×	×	×	×	No Bid	No Bid	\$378,150.00	No Bid
JDP Electric	×	×	×	×	×	No Bid	No Bid	\$326,516.00	No Bid
Sun Electric	×	×	×	×	×	No Bid	No Bid	\$343,000.00	No Bid
Lowest Each Contract						\$843,000.00	\$540,000.00	\$326,516.00	\$1 755 000 00
Control of the second s	١								On months that
Lowest Combination A+B+C	پ					( <b>1</b> )		1	\$1,709,516.00
Engineer's Estimate									\$1,140,000.00

## Certification:

l certify that these bids were received and opened on Wednesday, November 14 at 11:30 AM at Farao City Hall, Meadowlark Room, 225 4th Street N, Fargo, ND.

Karla J. Ólson, PE

#### REPORT OF ACTION UTILITY COMMITTEE

Project No. WW1701

Type: Phase IIA Improvements

Location: Wastewater Treatment Facility-Central Generation Station

Date of Hearing: 10-4-2018

Routing Date City Commission 11-19-2018 Project File

Jim Hausauer, Wastewater Utility Director, presented plans for electrical improvements associated with the Wastewater Treatment Facility (WWTF) Phase II Expansion. The WWTF Facility Plan Phase II recommendations were prioritized via a phased approach based on needs to meet the 20 year wastewater requirements for Fargo growth and regionalization. To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and Horace, portions of the expansion must be completed by early 2019. The Phase II-A portion, will include items necessary to bridge the existing facility capacity until the full expansion is complete in late 2021.

Currently the WWTF has 7 electrical feeds with 7 separate meters. Each meter has unique billing features, off peak requirements and varying surcharge penalties. For example, if a treatment process creates a peak at a certain time of the day, a 30% increase in electrical cost could be incurred. A component of the Phase II Expansion included electrical improvements in which the WWTF would utilize 4 generators to essentially create a "micro power plant" to provide backup power. This 'power plant" would also eliminate peaks, provide smooth, consistent, and predictable electrical needs, resulting in Excel incentives and lower rates. (Future estimated savings of ~\$365,000/year.) These generators will be fueled with a combination of natural gas and bio-gas (methane). The generators will need to be in a separate building for protection, provide soundproofing, and installation of necessary electrical equipment. The generator building was not included in the Phase IIA bid as the electrical evaluation was not complete. The building will also need to be constructed before Phase IIB is bid to provide backup power for the UV disinfection to go on line in the spring of 2019, plus the generators have been purchased with a delivery of January 2019.

The Wastewater Utility CIP has a placeholder for the Phase II Expansion and is funded with a 30 year 2% CWSRF Loan with the debt service programmed to be funded with rate revenue.

#### MOTION:

The Utility Committee recommended to publicly bid the construction of the generator building as a part of the Wastewater Treatment Facility Phase II Expansion.

COMMITTEE:	Present	Yes	No	Unanimous X
Anthony Gehrig, City Commissioner				X Proxy
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 X			
Terry Ludlum, Solid Waste Utility Director Jim Hausauer, Wastewater Utility Director	X X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
ATTEST:	PADO			
		ausauer	D: .	
	Wastewat	er Utility	Director	

O:

Mayor Mahoney Commissioner Strand Commissioner Piepkorn Commissioner Grindberg



#### **NOTICE OF AWARD**

Date of Is	ssuance: November 14, 2018		
Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Engineer	: Apex Engineering Group	Engineer's Project No.:	18.102.0001
Project:	<b>Central Generation Station</b>	Contract Name:	General Construction
Bidder:	Swanberg Construction, Inc.		
Bidder's	Address: P.O. Box 728, Valley City ND 58072	2	
TO BIDD	ER:		
and that	are notified that Owner has accepted your I you are the Successful Bidder and are awar oproval, for:		
Contract	A - General Construction for Wastewater T	reatment Facility Central Ge	neration Station project.
		£ .	
The Contr	ract Price of the awarded Contract is: \$ 843,	000.00.	
	5 ] unexecuted counterparts of the Agreer	-	of Award
	a set of the Drawings will be delivered s		
,		, , , , , , , , , , , , , , , , , , , ,	
You must Award:	comply with the following conditions precede	dent within 15 days of the da	te of receipt of this Notice of
1.	Deliver to Owner [5]counterparts of	the Agreement, fully execute	d by Bidder.
2.	Deliver with the executed Agreement(s) tand insurance documentation as specifically Articles 2 and 6.		
3.	Other conditions precedent (if any): N/A		
	e to comply with these conditions within the Notice of Award, and declare your Bid secu		wner to consider you in default,
counterpa	n ten days after you comply with the above out of the Agreement, together with any add 2.02 of the General Conditions.		
Owner:			
	1		
_	Authorized Signature		
By:	Timothy J. Mahoney		
Title:	Mayor		
Copy: En	gineer		
		0, Notice of Award.	
	Prepared and published 2013 by the Fr	igineers Joint Contract Documents (	`ammittaa



#### **NOTICE OF AWARD**

Date of Is	suance: November 14, 2018		
Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Engineer:	Apex Engineering Group	Engineer's Project No.:	18.102.0001
Project:	<b>Central Generation Station</b>	Contract Name:	<b>Electrical Construction</b>
Bidder:	JDP Electric, Inc.		ë.
Bidder's A	Address: 803 28 St S, Fargo ND 58103	3	
TO BIDDI	ER:		
and that y	re notified that Owner has accepted your E you are the Successful Bidder and are awar proval, for:		
Contract (	C - Electrical Construction for Wastewater	Treatment Facility Central G	eneration Station project.
The Contr	act Price of the awarded Contract is: \$ 326,	516.00.	
	5 ] unexecuted counterparts of the Agreer		of Award
[	a set of the Drawings will be delivered s	eparately from the other Cor	ntract Documents.
_	_		
You must Award:	comply with the following conditions preced	dent within 15 days of the da	te of receipt of this Notice of
1.	Deliver to Owner [5]counterparts of	the Agreement, fully execute	d by Bidder.
2.	Deliver with the executed Agreement(s) tand insurance documentation as specifically Articles 2 and 6.		
3.	Other conditions precedent (if any): N/A		
	e to comply with these conditions within the Notice of Award, and declare your Bid secu	-	wner to consider you in default,
counterpa	ten days after you comply with the above or rt of the Agreement, together with any add 2.02 of the General Conditions.		
Owner:			
	Authorized Signature		
By:	Timothy J. Mahoney		
Title:	Mayor		
Copy: En	gineer		
	EJCDC° C-51 Prepared and published 2013 by the Er	10, Notice of Award.	Committee.

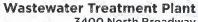


#### **NOTICE OF AWARD**

Title:	Mayor		
Ву:	Timothy J. Mahoney		
	Authorized Signature		
	1-11-2-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-		
Owner:			<del>/////////////////////////////////////</del>
counterpa	n ten days after you comply with the above art of the Agreement, together with any add a 2.02 of the General Conditions.		
annul this	Notice of Award, and declare your Bid secu	rity forfeited.	
	e to comply with these conditions within th	e time specified will entitle O	wner to consider you in default,
3.	Other conditions precedent (if any): N/A		
2.	Deliver with the executed Agreement(s) and insurance documentation as specifically Articles 2 and 6.		
1.	Deliver to Owner [ <u>5</u> ]counterparts of	the Agreement, fully execute	ed by Bidder.
You must Award:	comply with the following conditions prece	dent within 15 days of the da	te of receipt of this Notice of
,	a set of the Drawings will be delivered s	separately from the other Col	ntract Documents.
_	5 ] unexecuted counterparts of the Agree	• •	
	ract Price of the awarded Contract is: \$540		
Contract	B – Mechanical Construction for Wastewat	er Treatment Facility Central	Generation Station project.
	proval, for:	-	
	re notified that Owner has accepted your l you are the Successful Bidder and are awa		
TO BIDD			
Bidder's A	Address: 4210 19 Ave N, Fargo ND 58102		
Bidder:	Manning Mechanical		
Project:	<b>Central Generation Station</b>	Contract Name:	Mechanical Construction
Engineer:	Apex Engineering Group	Engineer's Project No.:	18.102.0001
Owner:	City of Fargo, ND	Owner's Contract No.:	WW1701
Date of Is	ssuance: November 14, 2018		



November 19, 2018



3400 North Broadway Fargo, ND 58102

Office: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov



Honorable Board of City Commissioners City of Fargo 225 4<sup>th</sup> Street North Fargo, North Dakota 58102

RE: Memorandum of Offer to Landowner
Permanent Easement
Project WW1705- Meter Vault Installation

Dear Commissioners:

As you may recall, the sewer agreement between Fargo and West Fargo included a volumetric component of \$3.00/1000 gallons of treated wastewater for billing purposes. The agreement also spelled out that Fargo would install and own the point of connection/meter vault for purposes of monitoring, calibration and maintenance. West Fargo was responsible for the installation of the conveyance force main from their collection system to the point of connection/meter vault.

Dakota Underground was awarded the contract as the apparent low bidder for the West Fargo force main and lift station improvements (West Fargo Project No.1308). In October, both Fargo and West Fargo approved utilizing a change order with the West Fargo/Dakota Underground contract to speed up the process, eliminate coordination, and completion issues that could arise with multiple contractors. The West Fargo force main installation and connection to the meter vault is to be completed by May 2019. The installation of the meter vault structure and associated costs were included in the 2018 Wastewater Infrastructure Rate Fund 521 3065.

Enclosed you will find a Memorandum of Offer to Landowner document for the acquisitions of a permanent easement in association with Project WW1705. A final purchase price has been reached at this time and we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineers office and Wastewater Utility recommend purchase.

#### **Recommended Motion**

Approve and authorize purchase of a permanent easement from Elwood Jay Brand, in association with Project WW1705 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Respectfully Submitted,

Jim Hausauer

Wastewater Utility Director

C: Shawn Bullinger Nancy Morris Bruce Grubb

#### **MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

Project	County		Parcel(s)	
WW-1705	Cass		60-0000-02187-010	
Landowner Elwood Jay Brand				
Mailing Address 5617 19th Ave N Far	go, ND 58102			
The following-described real pro	perty and/or rela	ated tempora	ry easement areas are	being acquired
for project purposes:				
The North 50.00 feet of the South 150.00 f	eet of the West 100.C	ou feet of the SW	1/4 of Section 28, 1wp. 140 N.,	kge. 49 W.
I, as right of way agent for the offer the following amount of \$_temporary taking of the foresaid p has been established through or	4,187.5 arcels and all da	mages incide	as full compensation tental thereto. The offer s	for the fee and/or set forth
City of Fargo Minimum Payment F				raisai,
		Ψ	4,187.50	4,187.50
*Description of Damages to Rema	inder are as follo	ows:		
Owner Signature Signature hereby constitutes acceptance of offer as	s presented above.	Shawn G. I Land Acquisit	Bullinger ion Specialist, City of Fargo	<u> </u>
Farço	7	approves to	Commision has considered the same: hy J. Mahoney	ne offer and

#### PERMANENT EASEMENT (Street and Utility)

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

That part of the Southwest Quarter (SW1/4) of Section 28, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, further described as follows:

The North 50.00 feet of the South 150.00 feet of the West 100.00 feet of the Southwest Quarter (SW1/4) of Section 28, Township 140 North, Range 49 West of the 5<sup>th</sup> Principal meridian, Cass County, North Dakota.

Said parcel contains 0.115 acres, more or less, and is subject to all prior easements, reservations, restrictions, and conveyances of record.

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

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

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 14th day of November, 2018.

Elwood Jay Brand Jay Shine

STATE OF NORTH DAKOTA	)
COUNTY OF CASS	) ss
COUNTI OF	,

On this day of 2018, before me, a notary public in and for said county and state, personally appeared Elwood Jay Brand, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

SHAWN G. BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2021

Notary Public

NORTH DAKOTA

The legal description was prepared by: Advanced Engineering and Environmental Services, Inc. 4170 28<sup>th</sup> Ave. S. Fargo, ND 58104 This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com



**Wastewater Treatment Plant** 

3400 North Broadway Fargo, ND 58102 Office: 701.241.1454 | Fax: 701.241.8159

www.FargoND.gov

November 19, 2018





#### RE: Resolution Prescribing Fees - Hauled Liquid Waste Disposal at the Wastewater Treatment Facility

#### Dear Commissioners:

Currently the Wastewater Treatment Facility (WTF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$200,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property.

To allow haulers to dispose at the WWTF, a permit is issued for a \$250 fee, and a volumetric rate of \$55/1000 gallons disposed is charged to the haulers. These fees have not been increased since I have started as the Utility Director in 2006. This service requires random testing, administrative and operator assistance as well as wear on infrastructure.

At this time, the Wastewater Utility is recommending to an increase to the volumetric rate of \$70/1000. Below is Chapter 17 of the City of Fargo Sewer Use Ordinance re: Sewerage rates and rules.

#### 17-0401. - Sewerage rates and rules

The city reserves the right to change the rates for the use and availability of sewerage service from time to time, by resolution, and at all times to make such sewerage service restrictions, rules, and regulations as, in the judgment of the board of city commissioners may be necessary; provided, that the schedules of such rates and charges shall be such as will provide the amounts required, over and above the current expenses of operation and maintenances for depreciation, replacement, and improvement of said utility which will keep the same in a state of efficiency corresponding to the progress of such sewerage utilities generally, including payment of principal and interest and creation and maintenance of reserves securing such payments on any bond issued to finance or refinance improvements thereto, in accordance with the resolutions and ordinances authorizing such bonds. Sewerage rates, surcharges, discounts, penalties, service, or advance charges shall be those established by the board of city commissioners by resolution:

#### **Recommended Motion**

Approve the attached resolution prescribing rates for hauled liquid waste disposal at the Wastewater Treatment Facility.

Respectfully Submitted,

Jim Hausauer

Wastewater Utility Director



#### CITY OF FARGO PUBLIC WORKS WASTEWATER TREATMENT PLANT

3400 North Broadway Fargo, North Dakota 58102 Phone: (701) 241-1454

Fax: (701) 241-8159

Web Site: www.cityoffargo.com

#### MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Hausauer, Wastewater Utiltiy Director

SUBJECT: Hauled Liquid Waste Disposal Rates

DATE: November 14, 2018

Resolution to increase the treatment fee for hauled liquid waste disposal to \$70/1000 gallons at the Wastewater Treatment Facility for the 2019 budget year.

#### **Recommended Motion:**

Approve the resolution prescribing charges for hauled liquid waste disposal effective January 1, 2019.

#### RESOLUTION PRESCRIBING RATES AND CHARGES FOR HAULED LIQUID WASTE

(effective January 1, 2019)

**BE IT RESOLVED** by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 17-0401 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by applicants for permits for hauling of liquid waste and by said permitted haulers upon their disposal into the City Wastewater Treatment Facility of said liquid waste; said rates and charges to take effect January 1, 2019; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2019 shall remain in full force and effect:

- A. PERMIT FEE annual fee for commercial liquid waste haulers .....\$250 per annum Permits are issued upon request and application by proposed liquid waste hauler and the permit fee shall be payable no later than:
  - 1. the anniversary date of the initial issuance of said permit; and,
  - 2. the date of the first disposal at the City Wastewater Treatment Facility following said anniversary date.

resolution was declared duly passed and adopted.

#### REPORT OF ACTION

#### UTILITY COMMITTEE

Project No. NA

Type: Resolution- Hauled Liquid Waste Fee

Location: Wastewater Treatment Facility

Date of Hearing: 11-1-2018

Routing Date
City Commission 11-5-2018

Jim Hausauer, Wastewater Utility Director, presented attached Resolution prescribing fees associated with hauled liquid waste disposal at the Wastewater Treatment Facility (WWTF). Currently the Wastewater Treatment Facility (WTF) receives and treats hauled liquid waste from permitted haulers that dispose a variety of waste that includes landfill leachate, septic tanks, carpet cleaners, grease and sand traps. The treatment of such wastes do not generate a great deal of revenue, generally ~\$200,000 a year. The acceptance of hauled waste is more of a public service in providing a dumpsite rather than having random illegal dumping in manholes, storm sewers or on private property. To allow haulers to dispose at the WWTF, a permit is issued for a \$250 fee, and a volumetric rate of \$55/1000 gallons disposed is charged to the haulers. These fees have not been increased since I have started as the Utility Director in 2006. This service requires random testing, administrative and operator assistance as well as wear on infrastructure. At this time, the Wastewater Utility is recommending to an increase to the volumetric rate of \$70/1000. Chapter 17 of the City of Fargo Sewer Use Ordinance re: Sewerage rates and rules, states that fees shall be established by commission resolution.

#### **MOTION:**

Project File

On a motion by Mark Miller, seconded by Troy Hall, the Utility Committee approved the Resolution Prescribing Fees associated with hauled liquid waste disposal at the WWTF.

COMMITTEE:	Present Yes	No	Unanimous	X
			X	
*			Proxy_	
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance				
Brian Ward, Water Plant Superintendent	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
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	X			
Brenda Derrig, City Engineer				
	000			
ATTEST:	gran			
	Jim Ha	usauer		
	Waste	water U	tility Director	

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg



#### **PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No.

BR-18-F1

Type: Change Order #1 & Time Extension

Location:

Roberts St from 2<sup>nd</sup> - 4<sup>th</sup> Ave N

Date of Hearing:

11/13/2018

5th St from 3rd Ave N to approx. 150's of 3rd Ave N

Routing City Commission **PWPEC File** 

Project File

Date 11/19/2018 X

Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #1, in the amount of \$30,054.22, bringing the total contract amount to \$1,567,113.22.

Master Construction has also requested a 7-day time extension due to delays outside of the Contractor's control and additional work being added to the project.

Staff is recommending approval of Change Order #1, in the amount of \$30,054.22, and 7-day time extension as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – October 19, 2018	-	Substantial – October 26, 2018

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 & time extension as shown above.

#### RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$30,054.22, bringing the total contract amount to \$1,567,113.22 and the time extension to the substantial completion date.

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Utility Funds, Sales Tax & Special Assessments

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

Yes No N/A N/A N/A

Unanimous

#### COMMITTEE

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:

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<b>\wideta</b>	[7]	П	Ryan Erickson
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No

Brenda E. Derrig, P.E.

City Engineer

Present Yes



**Engineering Department** 

225 4<sup>th</sup> 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:

Scott Olson, Project Manager

Date:

November 6, 2018

Re:

Improvement District #BR-18-F1 – Change Order # 1 & Time Extension

#### Background:

Improvement District #BR-18-F1 is for replacement of the water main, street reconstruction and incidentals on Roberts St from  $2^{nd}$  Ave N to  $4^{th}$  Ave N and  $5^{th}$  St from  $3^{rd}$  Ave N to approximately 150 feet south of  $3^{rd}$  Ave N.

Change order #1 is for additional items added during construction on 5<sup>th</sup> Street and at the Roberts Commons parking garage as well as an extension to the substantial completion date.

Master Construction (Master) is the prime contractor for Improvement District #BR-18-F1.

#### 5<sup>th</sup> Street Asphalt Transition:

During construction it was determined that the grade change at the 5<sup>th</sup> St/3<sup>rd</sup> Ave intersection would be steeper than desired with the current design. To fix the grading issue approximately 12 feet of existing asphalt on 3<sup>rd</sup> Ave would need to be removed and Master would need to install a new asphalt transition. As asphalt is not a bid item for the project the transition is an added item. The cost to complete the 5<sup>th</sup> St asphalt transition is \$17,864.90.

#### Safety Flaggers for Entry/Exit at Roberts Commons Parking Garage:

The reconstruction of Roberts St required the replacement of the approach to the Roberts Commons Parking Ramp. While replacing the approach, there was a period of 17 calendar days that the ramp access was down to one lane for both entry and exit traffic. For safety reasons, it was requested that the Contractor provide two flaggers from 7 am to 7 pm, Monday through Saturday. The cost for the flaggers is \$12,189.32.

The total Change Order #1 amount is \$30,054.22 with an original contract amount of \$1,537,059.00 making the new contract amount \$1,567,113.22.

#### Additional Time Request:

Along with the additional cost for the items described above an extension to the Substantial Completion Date has been requested for the following:

Detector Loop:

While removing the approach at the Roberts Commons Parking Garage the Contractor ran into an unknown detector loop that needed to be removed and replaced. This work delayed the Contractor for 3 days.

PWPEC 11/13/2018
Page 196R-18-F1 CO #1
Page 2

<u>Dillard Sidewalk:</u> While setting sidewalk grades in front of the Dillard Building on Roberts Street the Owner questioned the elevation of the sidewalk in relation to the building. Following discussions between the City and the Owner minor adjustments needed to be made. The adjustments caused rework for Master over a weekend halting progress for 4 days.

I am requesting the 7 days be added to the original Substantial Completion Date of October 19.

#### **Recommended Motion:**

Approve the described additional items increasing the contract amount to \$1,567,113.22 and time extension of the Substantial Completion Date to October 26, 2018.

SEO/klo Attachment

C: Thomas Knakmuhs



# ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Master Construction Co Inc. Change Order No Water Main Replacement, Street Reconstruction & Incidentals For 10/24/2018 BR-18-F1 Improvement District No Project Name Date Entered This change is made under the terms of or is supplemental to your present contract, if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.

EXPLANATION OF CHANGE: Additional Items and Substantial Completion Extension Request

This change order is for the following items added to the project: Asphalt transition from newly constructed section of 5th Street to existing pavement on 3rd Ave N Safety Flaggers for Entry/Exit at Roberts Commons Parking Garage.

Also, an extension is requested to the substantial completion date for items described in the attached memo.

Section	Line No		ltem Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	Prev Cont Qty Curr C/O Qty Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)
Paving	131	Extra - Paving	Paving	r <sub>S</sub>	00.00	0.00	0.00	1.00	1.00	30,054.22	30,054.22
14									Pavin	Paving Sub Total (\$)	30,054.22
Summary											
Source Of Funding	ding			Sak	Sales Tax Funds - Infrastructure - 420, Special Assessments	structure - 420,	Special Assessme	nts			
Net Amount Change Order # 1 (\$)	hange Ord	der # 1 (4	(\$								30.054.22
Previous Change Orders (\$)	ige Orders	s (\$)									0.00
Original Contract Amount (\$)	act Amour	nt (\$)									1,537,059.00
Total Contract Amount (\$)	Amount (	(\$)									1,567,113.22

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

# CONTRACT TIME

New Final Completion Date		
New Substantial Completion Date	10/26/2018	
Additional Days Final Completion	0.00	
Additional Days Substantial Completion	7.00	
Current Final Completion Date		
Current Substantial Completion Date	10/19/2018	Description

CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

APPROVED DATE

Department Head

Mayor

Attest

For Contractor APPROVED



1572 45th St NW Fargo ND, 58102 701-237-4950

Labor/ Equipment

INVOICE TO:

City of Fargo 200 3rd St. N

Fargo, ND 58102

CONTACT:

**DESCRIPTION OF** 

WORK:

BR-18-F1 (FM ASPHALT)

Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/ HOURS	TOTAL
1			\$0.00
1 2	i i		\$0.00
3			\$0.00

\$0.00

Materials

Materiais				
Line Item	SUBCONTRACTOR DESCRIPTION	SUB COST	QUANTITY	TOTAL
1	FM ASPHALT \$16,538.00 1		1	\$16,538.00
			Total Cost=	\$16,538.00
	\$1,326.90			
	\$17.864.90			

Total Amount \$17,864.90

FM Asphalt, LLC

PO Box 857 Moorhead, MN 56561

#### **Invoice**

Date	Invoice #
8/9/2018	948

Bill To	
Master Construction Box 788 Fargo, ND 58107	

P.O. No.	Terms	Project
,	Net 15	232-18

Quantity	Description	Rate	Amount
47.45	Asphalt Street Patch at North End of 5th St. N. as per Jason Winter - 8" Thick Tons: Asphalt Base Course - July 30, 2018 Tons: Asphalt Wear Course - July 31, 2018 Sales Tax	0.00 200.00 200.00 7.375%	0.00 9,490.00 7,048.00 0.00
		Total	\$16,538.



1572 45th St NW Fargo ND, 58102 701-237-4950

INVOICE TO:

City of Fargo 200 3rd St. N Fargo, ND 58102

CONTACT:

**DESCRIPTION OF** 

**BR-18-F1 (LABOR MASTERS)** 

Labor/ Equipment		WORK:	BR-1
Line Item	EQUIPMENT DESCRIPTION (Make, Model)	Rental Rate Per Hour w/ HOU	RS TOTAL
1			\$0.00
2			\$0.00
3			\$0.00

\$0.00

Materials

Line Item	SUBCONTRACTOR DESCRIPTION	SUB COST	QUANTITY	TOTAL
1	LABOR MASTERS	\$3,547.84	1	\$3,547.84
2	LABOR MASTERS	\$4,049.64	1	\$4,049.64
3	LABOR MASTERS	\$3,535.20	1	\$3,535.20

Total Cost= \$11,132.68 MARKUP INCLUDING 10% ON FIRST \$10,000 AND 5% ON REMAINDER= \$1,056.64

Total with Markup= \$12,189.32

**Total Amount** \$12,189.32



Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Fax: (701) 566-8756

DATE	INVOICE #
09/16/2018	01-27166

Bill To

Master Construction 1572 45th St NW FARGO, ND 58102 Please Remit Payment To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer #	Amount	Balance Due
Due Upon Receipt	2096	\$3547.84	\$3547.84

#### **ROBERTS & 2ND AVE N**

Order#	Date	Name	Position	Item	Bill Rate	Bill Hours	Amount
75779	09/11/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25,25	12.00	\$303.00
75845	09/12/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	<b>\$25.25</b>	12.00	\$303.00
75914	09/13/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25,25	10.50	\$265.13
75914	09/13/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	1,50	\$56.82
75972	09/14/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	12.00	\$454,56
76034	09/15/2018	DIAZ, MARGARITO	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
75779	09/11/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75925	09/13/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
75977	09/14/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	8.50	\$214.63
75977	09/14/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	3,50	\$132.58
76039	09/15/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
75845	09/12/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303,00
						120.00	\$3547.84

			Pay This Amount:	\$3547.84
Total Hours:	120.00		Total This Invoice:	\$3547.84
OT: 41.00	Other:	Office #: 01		
Reg: 79.00	DT:	Invoice #: 01-27166	Sub Total:	\$3547,84

Please Remit Payment To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755 Biil To

Master Construction 1572 45th St NW FARGO, ND 58102

Page 1 of 1



Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

none: (701) 566-875 Fax: (701) 566-8756

DATE	INVOICE #
09/23/2018	01-27246

Bill To

Master Construction 1672 45th St NW FARGO, ND 58102 Please Remit Payment To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer#	Amount	Balance Due
Due Upon Receipt	2096	\$4049.64	\$4049.64

#### **ROBERTS & 2ND AVE N**

Order#	Date	Name	Position	item	Bill Rate	Bill Hours	Amount
76239	09/20/2018	BOOMER, KELLY	FLAGGING	. Regular Pay	\$25.25	12,00	\$303.00
76291	09/21/2018	BOOMER, KELLY	FLAGGING	Regular Pay	\$25.25	9,75	\$246.19
76291	09/21/2018	BOOMER, KELLY	FLAGGING	Overtime Pay	\$37,88	2.25	\$85,23
76345	09/22/2018	BOOMER, KELLY	FLAGGING	Overtime Pay	\$37.88	12.00	\$454,56
76052	09/17/2018	DIAZ, MARGARITO	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76060	09/17/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76112	09/18/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25,25	12.00	\$303.00
76173	09/19/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76239	09/20/2018	JACKSON, ORLANDO	FLAGGING	Regular Pay	\$25.25	12,00	\$303.00
76104	09/18/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76170	09/19/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25,25	12.00	\$303.00
76291	09/21/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25,25	5.50	\$138.88
76291	09/21/2018	LIBAK, MONTE	FLĄGGING	Overtime Pay	\$37.88	6.50	\$246,22
76345	09/22/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
				9		144.00	\$4049.64

Reg: 111.25 DT:	Invoice #: 01-27246	Sub Total:	\$4049.64
OT: 32.75 Other:	Office #: 01		***************************************
Total Hours: 144.00		Total This Invoice:	\$4049.64
		Pay This Amount:	\$4049.64

Please	Remit	Paymen	t To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755 Bill To

Master Construction 1572 45th St NW FARGO, ND 58102

Page 1 of 1



Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

DATE INVOICE # 09/30/2018 01-27314

Fax: (701) 566-8756

BHI To

Master Construction 1572 45th St NW FARGO, ND 58102 Please Remit Payment To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755

Terms	Customer #	Amount	Balance Due
Due Upon Receipt	2096	\$3535.20	\$3535,20

#### **ROBERTS & 2ND AVE N**

Order#	Date	Name	Position	ltem	Bill Rate	Bill Hours	Amount
76373	09/24/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25,25	12,00	\$303.00
76444	09/25/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76509	09/26/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25,25	12,00	\$303.00
76589	09/27/2018	HAUGE, PAUL	FLAGGING	Regular Pay	\$25.25	4.00	\$101.00
76589	09/27/2018	HAUGE, PAUL ,	FLARBING	Overtime Pay	\$37.88	8.00	\$303.04
76658	09/28/2018	HAUGE, PAUL	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
76373	09/24/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25,25	12.00	\$303.00
76438	09/25/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76505	09/26/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	12.00	\$303.00
76580	09/27/2018	LIBAK, MONTE	FLAGGING	Regular Pay	\$25.25	4.00	\$101.00
76580	09/27/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	8,00	\$303.04
76650	09/28/2018	LIBAK, MONTE	FLAGGING	Overtime Pay	\$37.88	12.00	\$454.56
						120,00	\$3535.20

		Pay This Amount:	\$3535.20
Total Hours	: 120.00	Total This Invoice:	\$3535,20
OT: 40.00	Other:	Office #: 01	
Reg: 80.00	DT:	Invoice #: 01-27314 Sub Total:	\$3535,20

Please Remit Payment To

Labor Masters 1404 33rd St.S Unit C FARGO, ND 58103 Phone: (701) 566-8755 Bill To

Master Construction 1572 45th St NW FARGO, ND 68102

#### REPORT OF ACTION



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

					, , , , , , , , , , , , , , , , , , ,
Improvement District No.	AN-17-G1	Туре:	Change O	rder #2	2
Location: Roberts Alley, 2 <sup>nd</sup> -	4 <sup>th</sup> Ave N	Date of	Hearing:		11/13/2018
Routing City Commission PWPEC File Project File	Date 11/19/2018 X Kristy Schmidt				
	accompanying correspondence t of \$36,312.00, bringing the tota				
Staff is recommending approval	of Change Order #2, in the amo	unt of \$3	36,312.00.		
On a motion by Bruce Grubb, se	econded by Ben Dow, the Comm	ittee vote	ed to recom	mend a	approval of Change Orde
RECOMMENDED MOTION Concur with the recommendation the total contract amount to \$53	ons of PWPEC and approve Cha 4,619.00.	nge Ord	er #2 in the	amou	nt of \$36,312.00, bringing
PROJECT FINANCING INFOR					
Recommended source of funding Developer meets City policy for Agreement for payment of special Letter of Credit required (per policy for policy	payment of delinquent specials als required of developer	ax & Spe	cial Assessm	nents - -	Yes No N/A N/A N/A
COMMITTEE		Presen	t Yes	No	Unanimous
Tim Mahoney, Mayor Nicole Crutchfield, Director of Pl 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	-	다 다 다 다 다 다	다 다 다 다 다 다 다		Ryan Erickson
ATTEST:		Brenda City En	E. Derrig, F	F.	

C: Kristi Olson



**Engineering Department** 

225 4<sup>th</sup> 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:

Kristy Schmidt, Project Engineer

Date:

November 8, 2018

Re:

Improvement District #AN-17-G1 (PC Alley Paving & Incidentals) – Change Order #2

#### Background:

Improvement District #AN-17-G1 is for the reconstruction and incidentals in the Roberts Alley between 2<sup>nd</sup> and 4<sup>th</sup> Avenue North.

The attached change order in the amount of \$36,312.00 increases the total contract amount to \$534,619.00. This is for additional work as shown on Change Order #2.

This Improvement District is funded by sales tax and special assessment.

#### **Recommended Motion:**

Approve Change Order #2 in the amount of \$36,312.00 for this work.

KLS/klo Attachment

C:

Brenda Derrig

# CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

)			
Improvement District No	AN-17-G1	Change Order No	2
Project Name	P.C. Concrete Alley Paving & Incidentals		
Date Entered	8/20/2018	For	Key Contracting Inc
2	C.	The second of the	

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: additions for business access and telco conduit system

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Prev Cont Qty Curr C/O Qty		Unit Price (\$)	Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)
Paving	14	F&I Pavement 7" Thick Reinf Conc	≿s	1,541.00	00:00	1,541.00	100.00	1,641.00	109.00	10,900.00
72127	16	F&I Crushed Conc - 6" Thick	λs	200.00	00.00	200.00	210.00	410.00	14.00	2,940.00
								Pavi	Paving Sub Total (\$)	13,840.00
Utility Conduit	20	F&I Conduit 2" Dia	느	4,355.00	650.00	5,005.00	1,600.00	6,605.00	13.00	20,800.00
system	34	F&I Pull Box Polymer Conc	EA	8.00	0.00	8.00	1.00	00.6	1,672.00	1,672.00
ŝ							Utilit	y Conduit syste	Utility Conduit system Sub Total (\$)	22,472.00

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Source Of Funding	Special Assessments, Utility Funds - Wastewater - 521
Net Amount Change Order # 2 (\$)	36.312.00
Previous Change Orders (\$)	102,651.00
Original Contract Amount (\$)	
Total Contract Amount (\$)	534,619,00

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

-	,,,,	53 50 60
mpletion Date	09/01/2018	15 a a 6
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Report Generated: 11/08/2018 08:18:39 AM

10/01/2018

New Final Completion Date

New Substantial Completion Date 09/01/2018

Additional Days Final Completion 0.00

Additional Days Substantial Completion

**Current Final Completion** 

**Current Substantial** 

CONTRACT TIME

0.00

10/01/2018

CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

Mayor

Attest

Department Head

APPROVED DATE

Description

APPROVED

For Contractor

Improvement District No : AN-17-G1

Report Generated : 11/08/2018 08:18:39 AM

#### REPORT OF ACTION



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.	TM-18-A1	Туре:	Change	Order	#1
Location: Citywide		Date of	f Hearing:		11/13/2018
Routing City Commission PWPEC File Project File	Date 11/19/2018 X Jim Mohr	¥.			
	ccompanying correspondence fi 887.90, bringing the total contrac				
Staff is recommending approval	of Change Order #1, in the amo	ount of \$3	33,887.90	).	
#1. RECOMMENDED MOTION	econded by Ben Dow, the Commons of PWPEC and approve Char, 1,112.40.				
PROJECT FINANCING INFORI Recommended source of fundir		unds	=:		Yes No
Developer meets City policy for Agreement for payment of spec Letter of Credit required (per po	ials required of developer				N/A N/A N/A
COMMITTEE		Presen	t Yes	No	Unanimous ਟਿ
Tim Mahoney, Mayor		Γ	П	П	
Nicole Crutchfield, Director of Pl	lanning	াল	[ব	ΓĪ	
Steve Dirksen, Fire Chief	attiting	[7]	হ	Γİ	Ryan Erickson
Bruce Grubb, City Administrator		[7]	াল	П	TYUTI ETIONSOTI
Ben Dow, Director of Operations		ভ	াতা	ri	
Steve Sprague, City Auditor	<u>-</u>	ार	[ন	ri	
Brenda Derrig, City Engineer		াতা	ारा	Ti	
Kent Costin, Finance Director			П	Г	
		_	-		7
ATTEST:		D	-li	Ē.	D.

Brenda E. Derrig, P.E. City Engineer

C:

Kristi Olson



**Engineering Department** 

225 4<sup>th</sup> 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:

Jim Mohr, Project Manager

Date:

November 7, 2018

Re:

Change Order #1 for Project #TM-18-A1 Pavement Markings & Incidentals

#### Background:

Improvement District TM-18-A1 is for the citywide pavement marking project

Northstar Safety is the prime contractor on this project.

The attached Change Order in the amount of \$33,887.90, which increases the total contract amount to \$451,112.40, is for additional work as shown on Change Order #1. A full description of the additional work can be seen on the attached change order.

#### **Recommended Motion:**

Approve Change Order #1 in the amount of \$33,887.90.

JDM/klo

## CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

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THE CITY	5		100	•
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)			
Project No	TM-18-A1	Change Order No	1
Project Name	Pavement Markings & Incidentals		
Date Entered	9/20/2018	For	Northstar Safety 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: misc extra work various locations

various locations city wide

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement	-	Paint Epoxy Line 4" Wide	5	7,800.00	00.00	7,800.00	2,991.25	10,791.25	2.00	5,982.50
Markings	ო	Paint Epoxy Line 8" Wide	5	500.00	00.0	200.00	125.00	625.00	5.00	625.00
	4	Paint Epoxy Line 16" Wide	5	649.00	00:00	649.00	47.00	00.969	5.00	235.00
	ည	Paint Epoxy Line 24" Wide	<b>L</b>	1,500.00	00:00	1,500.00	424.00	1,924.00	13.00	5,512.00
	9	Paint Epoxy Message	R	200.00	00:00	200.00	64.00	264.00	14.00	896.00
	7	F&I Grooved Plastic Film 4" Wide	5	200.00	00.00	500.00	350.00	850.00	6.50	2,275.00
	0	F&I Grooved Plastic Film 8" Wide	<u>u</u>	5,000.00	00:00	5,000.00	837.00	5,837.00	8.00	00.869,0
	=	F&I Grooved Plastic Film 24" Wide	5	3,500.00	00:00	3,500.00	330.00	3,830.00	33.80	11,154.00
	12	F&I Grooved Contrast Film 7" Wide	F	17,655.00	00:00	17,655.00	36.00	17,691.00	8.90	320.40
	41	Obliterate Pavement Markings	RS	100.00	00'0	100.00	48.00	148.00	4.00	192.00
							Pa	Pavement Markings Sub Total (\$)	gs Sub Total (\$)	33,887.90

Summary	
Source Of Funding	Traffic Engineering Funds - 101
Net Amount Change Order # 1 (\$)	33,887.90
Previous Change Orders (\$)	00'0
Original Contract Amount (\$)	417,224.50
Total Contract Amount (\$)	451,112.40

### CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT



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

Current Substantial Completion Date	Current Final Completion Date	tial Current Final Completion Additional Days Substantial te Date Completion	Current Substantial Current Final Completion Additional Days Substantial Additional Days Final Completion Date Completion Completion	New Substantial Completion Date	New Final Completion Date
09/21/2018	10/21/2018	0.00	0.00	09/21/2018	10/21/2018
Description	AND THE TAXABLE OF THE PARTY OF	AND STATESTICAL ST		and the second s	THE THE PARTY OF T
APPROVED		4	APPROVED ATE		
K	118	NICK ENGLAND Department Head	(		11/15/18
15/1	63		Mayor		
		<b>4</b>	Attest		

Project No: TM-18-A1

Report Generated : 10/24/2018 10:07:35 AM

Page 2 of 2





November 14, 2018

**Engineering Department** 

225 4th Street North Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101 Email feng@FargoND.gov www.FargoND.gov

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

Re:

Memorandum of Offer to Landowner

Permanent Easement (Storm Sewer) - Project #BN-16-H1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #BN-16-H1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a permanent easement from Plecity Kowalski Construction, Inc. in association with Project #BN-16-H1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger

Land Acquisition Specialist

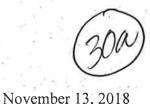
C: Nancy J. Morris

#### Page 214 MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Desired				
Project BN-16-H1	County Cass		Parcel(s) 01-8418-00020-000	
Landowner Plecity Kowalski Co	•			
Mailing Address 5949 53rd Ave S				
The following-described re for project purposes:				
The southerly 15.00 feet of the we	sterly 10.00 feet of Lot Two (2	2), Block One (1)	of Dittmer Subdivision, City of F	argo.
I, as right of way agent to offer the following amount temporary taking of the fore has been established throught of Fargo Minimum Pay	of \$975.00 esaid parcels and all da ugh one of the followi	nages incid ng, Basic D	as full compensation for ental thereto. The offer se eata Book, Certified App	or the fee and/o
Improv	ent and Access Con ements on Right of W ges to Remainder Total	Ψ_	975.00	975.00
Description of Damages to	Remainder are as follo	ows:		
-an additional \$375.00 was include			ee moving.	
Owner Signature Signature hereby constitutes acceptance	of offer as presented above.	Shawn G. Land Acquisi	Bullinger tion Specialist, City of Fargo	
Farg	O F	approves	Commision has considered the the same: thy J. Mahoney	e offer and
		DATE		





#### ENGINEERING DEPARTMENT

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

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

> Re: Memorandum of Offer to Landowner Temporary Easement (Construction)

Improvement District #BN-19-A1

#### Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a temporary easement from **Clark & Sherri D. Erickson** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Land Acquisition Specialist

C: Jeremy Gorden Nancy J. Morris

#### MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s	)	
BN-19-A1	Cass	] 4A		
Landowner Clark & Sherri D. Ericksor				
Mailing Address 310 51 Ave E West I	argo, ND 58078			
The following-described real proof project purposes:	operty and/or related to	emporary eas	ement areas are	being acquire
See attached exhibit(s).				
I, as right of way agent for the offer the following amount of \$ _temporary taking of the foresaid has been established through of the foresaid has been established t	898.00 parcels and all damage one of the following, B	as fu s incidental th asic Data Bo	III compensation f sereto. The offer s ook, Certified App	or the fee and et forth
	and Access Control its on Right of Way* Remainder Total Offer	\$ \$ \$	898.00	898.00
Description of Damages to Rem	ainder are as follows:		¥	- 1
	em Enclon	Mam (awn G. Bullinger and Acquisition Specia		
		rgo City Commis proves the same.	ion has considered th	e offer and

ri-			·	
Project BN-19-A1	County Cass		Parcel(s) 4A	
Landowner Clark & Sherri D. Ericl	kson			
Mailing Address 310 51 Ave E W	est Fargo, ND 58078			
The following-described real for project purposes:    See attached exhibit(s).		elated tempora	ry easement areas are	being acquired
I, as right of way agent fo offer the following amount of temporary taking of the fores has been established throug City of Fargo Minimum Paym	f \$ <u>898</u> aid parcels and all c gh one of the follo	.00 damages incide wing, Basìc D	as full compensation ental thereto. The offer s ata Book, Certified Ap	for the fee and/oset forth
Improve	nt and Access Coments on Right of sto Remainder Tot	Ψ	\$\$	898.00
*Description of Damages to F	Remainder are as fo	ollows:	·	
Owner & gnature Signature hereby constitutes acceptance of	offer as presented above.	Shawn G.	Bullinger tion Specialist, City of Fargo	
Faro	о ғ <b>О</b>	approves t	Commision has considered t he same: thy J. Mahoney	he offer and
		SIGNATURE		

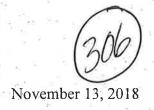
6059-0145

SUBDIVISION, CITY OF FARGO, CASS CO., ND

7-11-18

1 OF 1





#### ENGINEERING DEPARTMENT

200 3rd Street North Fargo, North Dakota 58102 Phone: (701) 241-1545 Fax: (701) 241-8101

E-Mail: feng@cityoffargo.com

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

Re: Memorandum of Offer to Landowner

Temporary Easement (Construction)
Improvement District #BN-19-A1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a temporary easement from **Minnkota Power Cooperative**, Inc. in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger / Land Acquisition Specialist

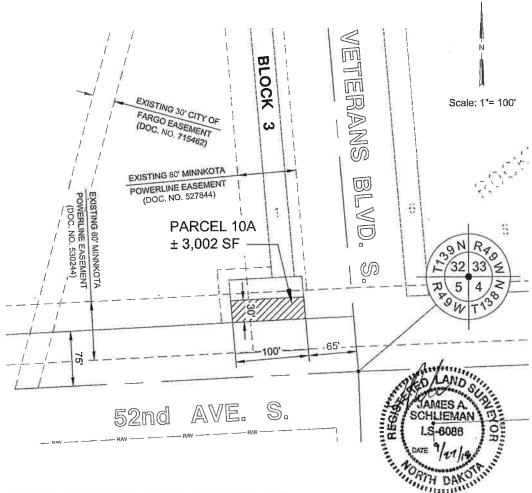
C: Jeremy Gorden Nancy J. Morris

# Page MORANDUM OF OFFER TO LANDOWNER

County		• •	
	L'	UA	
Power Cooperative, Inc.			
200 Grand Forks, ND 5820	8		
	r related temporary	easement areas are	e being acquired
	a.		
amount of \$2; the foresaid parcels and a led through one of the fo	206.00 all damages incident ollowing, Basic Data	as full compensation al thereto. The offer a Book, Certified Ap	for the fee and/ set forth
	Ψ	2,206.00 \$	2,206.00
nages to Remainder are a	s follows:		
acceptance of offer as presented above	Shawn G. But Land Acquisition	llinger \/	
ryof	approves the	same:	the offer and
	Power Cooperative, Inc.  200 Grand Forks, ND 5820 ribed real property and/os:  agent for the City of Faramount of \$	Power Cooperative, Inc.  200 Grand Forks, ND 58208  ribed real property and/or related temporary signature.  agent for the City of Fargo, Engineering	Power Cooperative, Inc.  200 Grand Forks, ND 58208  ribed real property and/or related temporary easement areas are six:  agent for the City of Fargo, Engineering Department, am here amount of \$

PART OF THE WEST 100' OF THE EAST 165' OF THE NORTH 100' OF THE SOUTH 133' OF THE SE 1/4, SEC. 32, T139N, R49W, CITY OF FARGO, CASS COUNTY, STATE OF NORTH DAKOTA

OWNER: MINNKOTA POWER COOPERATIVE, INC.



Description- Parcel 10A: (Temporary Construction Easement)

The North 30.00 feet of the South 105.00 feet of the West 100.00 feet of the East 165.00 feet of the Southeast Quarter of Section 32, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota.

Said tract contains 3,002 square feet, more or less.

IRON MONUMENT FOUND MEASURED BEARING MEASURED DISTANCE PLAT BEARING PLAT DISTANCE

TEMPORARY EASEMENT

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

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



## **EASEMENT EXHIBIT**

PROJECT NO 6059-0145

Exhibits, dwg-Exhibit 10-9/27/2018 1:21 PM-(kstroud)

PART OF THE SE 1/4, SEC. 32, T139N, R49W CITY OF FARGO, CASS CO., ND SHEET 1 OF 1





#### ENGINEERING DEPARTMENT

200 3rd Street North Fargo, North Dakota 58102 Phone: (701) 241-1545 Fax: (701) 241-8101

E-Mail: feng@cityoffargo.com

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

> Re: Memorandum of Offer to Landowner Temporary Easement (Construction)

Improvement District #BN-19-A1

### Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a temporary easement from **Fred M. Hector**, **Jr. Revocable Trust** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Land Acquisition Specialist

C: Jeremy Gorden Nancy J. Morris

Project	County		Dorool(a)	
BN-19-A1	Cass		Parcel(s) 2A	
Landowner Fred M. Hector, Jr. Revoca	able Trust			(4)
Mailing Address 6816 University Dr S				
The following-described real pro		nd temporar	v eacomont areas ar	
for project purposes:	perty and/or relate	tu temporar	y cascilletti aleas att	s being acquired
See attached exhibit(s).				
2				
Į				
I, as right of way agent for the offer the following amount of \$ _ temporary taking of the foresaid phas been established through o City of Fargo Minimum Payment I	15,440.00 parcels and all dama ne of the following	ages incide , Basic Da	as full compensation ntal thereto. The offer s ta Book, Certified Ap	for the fee and/oset forth
	nd Access Contro s on Right of Way Remainder Total O	/* \$ \$	15,440.00	15,440.00
Description of Damages to Rema	inder are as follow	s:		
Owner Signature ignature hereby constitutes acceptance of offer as	e presented above.	Shawn G. Bi Land Acquisition	Ullinger n Specialist, City of Fargo	
Fargo		approves the	ommision has considered the same:  y J. Mahoney	ne offer and
		DATE		





#### ENGINEERING DEPARTMENT

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

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

Re: Memorandum of Offer to Landowner

Temporary Easement (Construction)
Improvement District #BN-19-A1

#### Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BN-19-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a temporary easement from **Bradley A. Anderson** and **Yuki Anderson** in association with Improvement District #BN-19-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed originals.

Respectfully submitted,

Shawn G. Bullinger Land Acquisition Specialist

C: Jeremy Gorden Nancy J. Morris

Project	County		Parcel(s)	<u> </u>
BN-19-A1	Cass	Well	3A	
Landowner Bradley A. & Yuki Anderso	on			
Mailing Address 226 51 Ave E West F	argo, ND 58078			
The following-described real profor project purposes:  See attached exhibit(s).	perty and/or relate	ed temporar	y easement areas are	being acquired
I, as right of way agent for the offer the following amount of \$_temporary taking of the foresaid phas been established through of City of Fargo Minimum Payment	898.00 parcels and all damine of the following	nages incide g, Basic Da	as full compensation f ntal thereto. The offer s ta Book, Certified App	for the fee and/or et forth
	and Access Contr ts on Right of Wa Remainder Total C	y* \$ \$	898.00 \$	898.00
*Description of Damages to Rema	ainder are as follov	vs:		
Owner Signature Signature hereby constitutes acceptance of offer a	s presented above.	Shawn G. B Land Acquisition	ullinger on Specialist, City of Farge	
Fargo		approves th	ommision has considered the same:  The same of the sam	ne offer and
The state of the s		DATE		

City of Fargo, Engineering Department

Project	County	1111	Parcel(s)	1
BN-19-A1	Cass	inti	3A	
Landowner Bradley A. & Yul	ki Anderson			
Mailing Address 226 51 Ave E	West Fargo, ND 58078			
for project purposes:	real property and/or re	elated tempora	ry easement areas are	being acquired
See attached exhibit(s).				
offer the following amou temporary taking of the t has been established t	nt for the City of Fargo int of \$898. foresaid parcels and all o hrough one of the follow Payment Policy. A break	.00 damages incide wing, Basic D	as full compensation tental thereto. The offer sata Book, Certified App	for the fee and/o set forth
Imp	sement and Access Corovements on Right of mages to Remainder	Ψ_	\$98.00	898.00
Description of Damage:	s to Remainder are as fo	llows:		
				Ÿ.
Bag & C				
Owner Signature Signature hereby constitutes accepta	ance of offer as presented above.	Shawn G. Land Acquisi	Bullinger tion Specialist, City of Fargo	
		Fargo City approves t	Commision has considered tl he same:	he offer and
Far	OO F	Timot	thy J. Mahoney	
-	5	SIGNATURE		

DATE

PARCEL 3A OWNER: BRADLEY A & YUKI ANDERSON PART OF LOT 3, BLOCK 3 MCMAHON ESTATES THIRD SUBDIVISION CITY OF FARGO, CASS COUNTY STATE OF NORTH DAKOTA 51st AVE. S. EXISTING BIKEPATH EAS XISTING 40' MINN-KOTA UTILITY EASEMENT EXISTING PARCEL 3A 겴 ± 2,850 SF AVE. 52nd PM-(kstroud) Exhibits\_dwg-Exhibit 3-8/15/2018 1:07 Description- Parcel 3A: (Temporary Construction Easement) The South 15.00 feet of Lot 3, Block 3, McMahon Estates Third Subdivision, in the City of West Fargo, Cass County, North Dakota. Scale: 1"= 100" Said tract contains 2,850 square feet, more or less. NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF IRON MONUMENT FOUND FARGO GIS COORDINATE S59°27'46"E MEASURED BEARING SYSTEM. MEASURED DISTANCE 105.00' PLAT BEARING (N57°00'00"W) PLAT DISTANCE (105.00') Houston **TEMPORARY EASEMENT** Engineering Inc. EASEMENT PART OF LOT 3, BLOCK 3, MCMAHON ESTATES THIRD PROJECT NO 6059-0145 SHEET

SUBDIVISION, CITY OF FARGO, CASS CO., ND

1 OF 1