

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, October 8, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading and final adoption of the following Ordinances; 1st reading 10/8/18:
 - a. Amending Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code Relating to the Electrical Code.
 - b. Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Parking Regulations.
 - c. Amending Sections 38-0101, 38-0103, 38-0105, 38-0106 & 38-0107, of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to Street Lighting and Traffic Control Devices System.
 - d. Amending Section 20-0504.G of Article 20-05 of Chapter 20 of the Fargo Municipal Code (Land Development Code) Relating to Measurements and Exemptions.
 - e. Rezoning Certain Parcels of Land Lying in Legacy I 2nd Addition.
 - f. Rezoning a Certain Parcel of Land Lying in Larkin Addition.
- 2. RFP for Professional Consultant Services for Government Relations and Legislative Advocacy.
- 3. Agreement with Walker Consultants to provide professional Engineering/Landscape Architecture services to the City of Fargo for the Block 9 Project.
- 4. Applications for property tax exemptions for improvements made to buildings:
 - a. Bridget N. and Bryan C. Hins, 1461 East Gateway Circle South (5 year).
 - b. Monica A. Killingsworth, 1902 13th Avenue South (5 year).
 - c. Janice Marie Knecht, 1539 14th Street South (5 year).
 - d. Collin R. and Rachel Consdorf, 3534 Par Street North (5 year).
 - e. Donald A. and Sandra E. Andersen, 2838 Southgate Drive South (5 year).
 - f. Terri M. Eckroth, 2711 12th Street South (5 year).
 - g. Donald C. and Jeaninne M. McAllister, 1761 8th Street South (5 year).
 - h. Harlan Herberholz, 1325 10th Street South (5 year).
 - i. Shannon K. Dahms, 1429 7th Street South (5 year).
 - j. Jennifer L. Gruss, 1514 7th Street South (5 year).
 - k. Ronald J. Borowicz and Douglas W. Krantz, 77 Prairiewood Drive South (5 year).
 - l. Scott W. and Shawna Davidson, 1513 8th Street South (5 year).
 - m. Jason R. and Elizabeth K. Haak, 1417 14th Street South (5 year).
 - n. Timothy L. Olson and Jo Marie Jensen, 157 Prairiewood Drive South (5 year).

5. Site Authorization for Northern Prairie Performing Arts at Southtown Pourhouse.
6. Applications for Games of Chance:
 - a. Centennial Elementary PTO for bingo from 10/26/18 to 5/1/19.
 - b. Knights of Columbus for a raffle on 2/3/19.
 - c. El Zagal Shrine Arab Patrol for a raffle on 3/8/19.
 - d. Fargo North Spartacas for a raffle on 12/1/18.
 - e. United Way of Cass-Clay for a raffle board on 11/9/18.
 - f. HeartSprings for a raffle on 12/8/18.
7. Receive and file General Fund – Budget to Actual through September 30, 2018 (unaudited).
8. Voluntary Collection Agreement for City of Fargo, ND Lodging Tax with AIRBNB, Inc.
9. Notice of Grant Award with the ND Department of Health to address chronic disease (CFDA #93.991).
10. Notice of Grant Award with the ND Department of Health for Title X Family Planning Program (CFDA #93.217).
11. Set December 3, 2018 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 703 10th Avenue North.
12. Resolution Approving Plat of Oakcreek Second Addition.
13. Additional 2018 Certified Local Government Grant Award from the State Historical Society of ND.
14. Acceptance of the ND Department of Emergency Services FY 2018 State Homeland Security Grant (CFDA #97.067).
15. Acceptance of the Walmart Community Grant.
16. Resolution Prescribing Forestry Rates effective 1/1/19.
17. Bid award for two motor graders with wings (RFP18301).
18. Meter Vault Installation Agreement with the City of West Fargo.
19. Bid award for an articulating utility tractor (PBCT652).
20. RFQ to renovate/rehab the GTC, pending approval by the State of ND Transit Division.
21. Request from Jefferson Lines to rent space at the GTC.
22. Change Order No. 1 for an increase of \$980.00 for Project No. WA1752.
23. City Engineer or designee to evaluate advanced requests for Sunday work and rewording of the Contract.
24. Change Order No. 4 for an increase of \$2,807.06 for Project No. FM-15-K1.
25. Negative Final Balancing Change Order No. 2 in the amount of -\$24,796.35 for Project No. FM-14-61.
26. Resolution Authorizing Street Lighting and Traffic Control Devices System Fee.

27. Contract and bond for Project No. SW1603.
28. Bills.
29. Memorandum of Offer to Landowner for three temporary and one permanent easement with Rocking Horse Farm, LLC for Improvement District No. BN-19-A1.
30. Memorandum of Understanding – Generator with the Metro Flood Diversion Authority for cost of maintenance and operation of Storm Sewer Lift Station Nos. 18 and 23 (improvement District Nos. FM-14-81 and FM-14-92).
31. Easement (Sanitary Sewer) with the ND State Board of Higher Education on behalf of NDSU of Agriculture and Applied Science (Improvement District No. UN-18-C1).
32. Change Order No. 2 for an increase of \$47,618.50 for Improvement District No. PR-18-C1.
33. Bid award for utility pot holing for Improvement District No. BR-18-B1.
34. Contracts and bonds for Improvement District Nos. NN-18-A1 and UN-18-B1.

REGULAR AGENDA:

35. 1st reading of an Ordinance Enacting Article 39-01 of Chapter 39 of the Fargo Municipal Code Relating to Collection of Utilities and Services.
36. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
 - a. Costs totaling \$433,313.00.
 - b. Costs totaling \$73,302.00.
37. Public Hearings - 5:15 pm:
 - a. CONTINUE to 11/19/18 – Hearing on a dangerous building located at 1101 7th Street North.
 - b. Application filed by The Edge 2, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1329 5th Avenue North, which the applicant will use in the operation of a multi-family apartment building.
 - c. Application filed by HRP Fargo LLC d/b/a The Tavern Grill for a Class "I" Alcoholic Beverage License at 3233 45th Street South.
 - d. Application filed by Hornbacher's Inc. d/b/a Hornbacher's Wine & Spirits for a Class "B-Limited" Alcoholic Beverage License at 4265 45th Street South, Suite 121.
 - e. Renewal Plans for District Nos. 2018-01, 2018-02 and 2018-03 for demolition of existing structures, site cleanup, public works improvements and redevelopment to multi-family housing within Blocks 2, 3, and 19 of Beardsley's Addition.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

(1a)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 23-0211
OF ARTICLE 23-02 OF CHAPTER 23 OF THE FARGO MUNICIPAL CODE
RELATING TO THE ELECTRICAL CODE

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

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

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

WHEREAS, the board of city commissioners deems it necessary and appropriate to implement such authority by the adoption of this ordinance; and,

WHEREAS, N.D.C.C. §43-09-21 authorizes cities to make wiring standards more stringent than those established by the state; and

NOW, THEREFORE,

Be It Ordained by the board of city commissioners of the city of Fargo:

Section 1. Amendment.

Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0211. Installations must conform to certain regulations before certificate issued.--No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state statutes, and unless they are in conformity with approved methods of construction for safety to life and property. The regulations as laid down in the 2017 edition of the National Electrical Code as currently adopted by the State of North Dakota, as approved by the American Standards Association and in the National Electrical

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1 Safety Code, as approved by the American Standards Association, and other installation and safety
2 regulations approved by the American Standards Association, together with the current standards as
3 published by the National Fire Protection Association, shall be prima facie evidence of such
4 approved methods.

5 ~~Subsection 8 of the North Dakota State Wiring Standard §24-02-01-07 is hereby amended to~~
6 ~~delete the "exception" so that said subsection 8 reads as follows:~~

7 ~~Where a fault circuit interrupter (AFCI) protection is required in article 210.12, 2014~~
8 ~~edition, National Electrical Code, branch/feeder AFCIs shall be permitted to be used to meet the~~
9 ~~requirements.~~

10 Section 2. Amendment.

11 With respect to the North Dakota State Wiring Standards, Article 24.1-06 of the North
12 Dakota Administrative Code, as the same are adopted by reference, Subsection 10 of Section 24.1-
13 06-02-10, is hereby amended to read:

14 10. Exception: 2017 edition, National Electrical Code, article 210.12(A): AFCI
15 protection is ~~not~~ required for refrigeration appliances if one or more a single
16 receptacles on a dedicated circuit is are installed.

17 Section 3. Effective Date.

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

19 _____
20 Timothy J. Mahoney, Mayor

21 Attest:

22 _____
23 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(16)

AN ORDINANCE AMENDING SECTION 8-1009 OF
ARTICLE 8-10 OF CHAPTER 8 OF THE
FARGO MUNICIPAL CODE
RELATING TO PARKING REGULATIONS

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 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is amended to read as follows:

8-1009. Night parking restrictions.—

- A. Within the central business district (from the Red River west to University Drive inclusive and from 5th Avenue North [Old Great Northern tracks, presently Burlington Northern Railroad tracks] to First Avenue South, inclusive), it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 2:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 2:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

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1 B. From November 1 of each year until April 15 of the following year, within
2 the area of the city outside of the central business district from 19th Avenue
3 North to 13th Avenue South, inclusive, and from the Red River to 25th
4 Street North and South, inclusive, excluding the area between the Red River
5 and 4th Street South, inclusive, from 6th Avenue South to 11th Avenue South,
6 inclusive, and in any other area which is designated by appropriate signs, it
7 shall be unlawful for any person to park any vehicle or trailer on any
8 north-south street between the hours of 1:00 a.m. and 7:00 a.m. on Tuesdays,
9 Thursdays, and Saturdays, or on any east-west avenue between the hours of
10 1:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays.
11 Any vehicle or trailer parked in violation of this section is hereby declared to
12 be a public nuisance, and may be impounded by the police department.

13 Section 2. Penalty.

14 A person who violates this ordinance shall be deemed to have committed a non-
15 criminal offense and shall pay a fee of as provided in Section 1-0305 (12) of the Fargo
16 Municipal Code, as the same may be amended from time to time.

17 Section 3. Effective Date.

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

20 _____
21 Timothy J. Mahoney, Mayor

22 (SEAL)

23 Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 38-0101,
38-0103, 38-0105, 38-0106 & 38-0107, OF ARTICLE 38-01 OF
CHAPTER 38 OF THE FARGO MUNICIPAL CODE RELATING TO
STREET LIGHTING AND TRAFFIC CONTROL DEVICES SYSTEM

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 38-0101 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended to read as follows:

38-0101. Creation of Street Lighting System and Traffic Control Devices System Utility.--Pursuant to the provisions of Section 40-05-01 and Chapter 40-05, N.D.C.C, all lands, easements, rights in land, facilities, poles, wires, cables, conduits and other electrical fixtures and equipment necessary for the proper maintenance and operation thereof heretofore or hereafter acquired by purchase, lease or otherwise and set aside by the board of city commissioners of the city of Fargo for a municipal street lighting system and traffic control devices system are hereby declared to be and shall henceforth constitute, be held, operated, maintained, improved, enlarged, and administered as a single system to be known as the street lighting system and traffic control devices system.

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ORDINANCE NO. _____

1 Section 2. Amendment.

2 Section 38-0103 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby
3 amended to read as follows:

4 38-0103. Rates and Charges to Be Established.--In order to provide funds to defray the
5 costs operating, maintaining and repairing the street lighting ~~system~~ and traffic control devices
6 system and to provide for related revenue transfers, the board of city commissioners shall from
7 time to time determine, establish, maintain and change, by resolution, a schedule of rates,
charges and fees for all services, facilities and benefits furnished by the street lighting ~~system~~
and traffic control devices system.

8 Section 3. Amendment.

9 Section 38-0105 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby
10 amended to read as follows:

11 38-0105. System to Be Self Supporting.--The street lighting ~~system~~ and traffic control
12 devices system shall be operated and maintained, and the rates and charges for use of the
13 facilities, shall be such as to make the system self-supporting, self-perpetuating and adequate to
14 pay all of the costs of operations and maintenance of the system, to fund the acquisition of
capital equipment needed to maintain the system assets, to provide for revenue transfers
15 approved during the annual budget adoption, to provide a reasonable operating reserves and to
16 pay all obligations of the city incurred in establishing, improving and extending the system
provided, however, nothing herein shall be deemed or construed to preclude the city from
17 defraying all or any part of the expense of the operation or of any improvement or extension of
the system by the levy of special assessments, or taxes, or to preclude the city from issuing
general obligation bonds, whenever and to the extent that such action is authorized in a manner
provided by law and is deemed fair and equitable by the board of city commissioners.

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ORDINANCE NO. _____

Section 4. Amendment.

Section 38-0106 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended to read as follows:

38-0106. Segregation of City of Fargo Street Lighting and Traffic Control Devices Fund.--All moneys received by the city in respect of the service and facilities furnished and made available by the system shall be paid into the treasury of the city and kept in a utility fund which shall be permanently maintained on the books of the city, separate and distinct from other funds, shall be considered a non-major utility fund for financial reporting and budgeting purposes, and shall be designated as the Street Lighting ~~System~~ and Traffic Control Devices ~~System~~ Fund.

Section 5. Amendment.

Section 38-0107 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended to read as follows:

38-0107. Installation of Street Lights and Traffic Control Devices.--The board of city commissioners may, from time to time, designate where street lights and traffic control devices shall be installed and the manner and procedures to be followed in making such installations. The city engineer shall be responsible for the regulation, control, maintenance, and expansion of the street lighting ~~system~~ and traffic control devices ~~system~~.

Section 6. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(1d)

AN ORDINANCE AMENDING SECTION 20-0504.G
OF ARTICLE 20-05 OF CHAPTER 20 OF
THE FARGO MUNICIPAL CODE (LAND DEVELOPMENT CODE)
RELATING TO MEASUREMENTS AND EXEMPTIONS

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.

Section 20-0504.G of Article 20-05 of Chapter 20 (Land Development Code) is hereby amended to read as follows:

* * * * *

G. Height

Building height refers to the vertical distance between the average finished grade at the base of the building along the side of the building being

measured and: 1) the average height level between the eaves and ridge line of a gable, hip, or gambrel or mono-pitch roof; 2) the highest point of a mansard roof; or 3) the highest point of the coping of a flat roof.



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ORDINANCE NO. _____

1. Fences or Walls

In the case of fences or walls, height shall be measured from ground level on the higher side of the fence or wall.

Exceptions to Height Limits

Zoning district height limits do not apply to belfries, cupolas, spires, domes, monuments, airway beacons, radio/communication towers, structures for essential services, windmills, flagpoles, chimneys, radio/television receiving antennas or chimney flues. Height limits also do not apply to any dormer, bulkhead, elevator, water tank, or to any similar structure or necessary mechanical appurtenance extending above the roof of any building if such structure does not occupy more than 33 1/3 percent of the area of the roof. No dormer may exceed the highest point or peak of the structure to which the dormer is attached even when the structure is exempt from a height limitation.

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 \$500; 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, Mayor

(Seal)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Reading:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

12

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN
PARCELS OF LAND LYING IN LEGACY I 2ND 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 Legacy I 2nd Addition to the City of Fargo, Cass County, North Dakota; and,

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

WHEREAS, the rezoning changes were approved by the City Commission on October 8, 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 Lot Fifteen (15) and part of Lot Fourteen (14) described as follows: Beginning at the Northeast corner of said Lot Fourteen (14); thence South 22° 36' 35" East, assumed bearing along the East line of said Lot Fourteen (14), a distance of 110.43 feet to the Southeast corner of said Lot Fourteen (14); thence South 67° 23' 25" West 23.07 feet along the South line of said Lot Fourteen (14); thence Southwesterly 18.59 feet along the South line of said Lot Fourteen (14) and along a tangential curve concave to the Northwest having central angle of 05° 19' 32" and a radius of 200.00 feet; thence North 01° 48' 14" West, not tangent to the last described curve, 117.21 feet to the point of beginning, Block 3, Legacy I 2nd Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-1", Multi-Dwelling Residential, District to "SR-5", 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.

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FARGO, NORTH DAKOTA

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

Timothy J. Mahoney, Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN LARKIN 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 Larkin Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 1, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 8, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

That part of Lots Two (2) and Four (4), Block One (1), Larkin Addition to the City of Fargo, Cass County, North Dakota, more particularly described as:

Beginning at the northwest corner of Lot One (1), Larson Addition to the City of Fargo, said point also lying on the northerly line of the vacated South Half of 36th Avenue South; thence South 87°53'27" West, along said northerly line, for a distance of 347.89 feet to a point of intersection with the easterly line of 39th Street South; thence North 32°34'00" East, along the easterly line of said 39th Street South, for a distance of 139.38 feet to a point of tangential curve to the left, having a radius of 260.00 feet; thence northeasterly, along the easterly line of said 39th Street South and along said curve, for a distance of 157.82 feet, through a central angle of 34°46'42"; thence North 02°12'42" West, along the easterly line of said 39th Street South, for a distance of 24.50 feet to the southwest corner of Inland Truck Parts Company Addition to the City of Fargo; thence North 87°50'29" East, along the southerly line of said Inland Truck Parts Company

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1 Addition, for a distance of 438.80 feet; thence South 04°30'39" East, along the
2 southerly line of said Inland Truck Parts Company Addition, for a distance of 0.80
3 feet; thence North 87°38'18" East, along the southerly line of said Inland Truck
4 Parts Company Addition, for a distance of 224.63 feet to the northeast corner of
5 Lot Two (2) of said Larson Addition to the City of Fargo; thence South 04°29'36"
6 East, along the westerly line of said Lot Two (2), for a distance of 288.33 feet to
7 the southwest corner of said Lot Two (2); thence South 87°53'27" West, along the
8 northerly line of said Lot One (1), for a distance of 453.00 feet to the point of
9 beginning. [Said tract contains 4.697 acres, more or less];

10 is hereby rezoned from "AG", Agricultural, District to "LI", Limited Industrial, District;

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

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

15 _____
16 Timothy J. Mahoney, Mayor

17 (SEAL)

18 Attest:

19 _____
20 Steven Sprague, City Auditor

21 First Reading:
22 Second Reading:
23 Final Passage:



②

October 22, 2018

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: 2019 Government Relations & Legislative Advocacy Request for Proposals (RFP)

In preparation for the 66th Legislative Assembly that will commence on January 3, 2019, the City Commission is asked to consider and approve a Request for Proposals (RFP) for Government Relations & Legislative Advocacy services. At the conclusion of the 65th Legislative Assembly in April 2017, the City Commission requested staff to develop a competitive RFP process to identify government relations provider(s) to assist the City of Fargo in the 2019 Legislative Session.

The City of Fargo utilizes professional services based in Bismarck to support the City's legislative and policy agenda. The City's approach pairs knowledgeable consultants working at the State Capitol with the expertise and strategy of the City's elected officials and professional staff. This cost-effective partnership provides the City with a consistent presence in Bismarck that is directed by, and accountable to, the City Commission and City staff.

The RFP provides a statement of purpose, background information, and the City's desired scope of services to prospective respondents. Proposals are due by November 16, 2018, and a screening/interview process will be utilized by the City Administrator and City Commission to determine the most responsive and responsible firm or individual(s) to serve the City's needs. Following the screening/interview process, the City Commission will consider and approve a professional services agreement with the selected firm/individual(s) for the 2019 Legislative Session.

Recommended Action: Approve the Government Relations & Legislative Advocacy Request for Proposals (RFP) and direct staff to advertise and distribute the RFP per the schedule contained within.

Attachment: Government Relations & Legislative Advocacy Request for Proposals (RFP)



Request for Proposals (RFP)

Professional Consultant Services for:
Government Relations & Legislative Advocacy

Proposals Due: November 16, 2018 by 4:30 p.m.

To the attention of:

Michael Redlinger
Assistant City Administrator
City Administrator's Office
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

INTRODUCTION & STATEMENT OF PURPOSE:

The City of Fargo, North Dakota (City) is issuing a Request for Proposals (RFP) from qualified firms or individuals to provide government relations and legislative advocacy services for the City during the 66th North Dakota Legislative Assembly at the State Capitol in Bismarck, ND. The selected firm or individuals will be expected to provide a wide range of professional services and will work closely with the City Commission, City Administrator, and appropriate City staff on all state legislative matters.

BACKGROUND INFORMATION:

The Fargo City Administrator coordinates the City's legislative program on behalf of the City Commission and the organization. The Board of City Commissioners identifies, considers, and approves legislative and policy positions that are consistent with advancing the City's legislative agenda. The City's government relations contractor(s) work in collaboration with the City Commission, City Administrator, and staff to prepare legislative advocacy materials (e.g. written testimony and exhibits); coordinate with other cities and the North Dakota League of Cities (NDLC); and communicate regular, timely updates to the City Commission and City staff throughout the Legislative Session.

Interested firms or individuals should prepare and submit a proposal consistent with the instructions provided in this RFP. The City reserves the right to select one, more than one, or none of the proposals submitted to the City for consideration.

SCOPE OF SERVICES:

The scope of work presented below is representative, although not exhaustive, of tasks assigned by the City to the government relations and legislative advocacy contractor(s). These tasks include:

- Initiate, organize, and conduct internal planning/coordination sessions with the City Commissioners and City staff on legislative matters of significance to Fargo. The service provider(s) shall develop a comprehensive understanding of the City's legislative initiatives and history on specific issues.
- Assist the City's elected officials and staff to prioritize current legislative interests. Provide strategy, guidance, and background information to focus the City's legislative interests to ensure success.
- Assess the capacity of the City's elected officials and staff to assist with direct government relations activities. Advise the client when supplementary professional services may add value or assist in properly advancing the City's interests. Include City Commissioners in legislative testimony and written communications when/where appropriate.
- Prepare legislation and testify at the direction of the City Administrator at hearings, meetings, and in informal interactions with legislators. Communications will be consistent with the City's

legislative program, and information gathered from these interactions will be provided to City leadership.

- Draft letters or written communications (e.g. position statements) as recommended by the provider(s) and approved by the City Administrator.
- Identify and recommend affirmative legislative opportunities that may benefit the City that arise during the Legislative Session.
- Annually prepare a written summary of accomplishments to the City Commission; forecasting potential legislative or agency issues the City should monitor in the future.

THE PROPOSAL:

- A. Responses must provide complete information as outlined in the RFP. An electronic or mailed copy of the proposal shall be submitted by **4:30 p.m. on November 16, 2018**. The proposal shall be marked: "City of Fargo Government Relations & Legislative Advocacy RFP" and be sent to one of the following addresses:

U.S. Mail: Michael Redlinger
Assistant City Administrator
City Administrator's Office
City of Fargo
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

- B. The City will not reimburse any expenses incurred by the firm or individual submitting responses, including but not limited to expenses associated with the preparation and submission of the response and attendance at interviews.
- C. The City reserves the right to accept one, accept more than one, or reject any and all proposals; to request additional information from any or all Proposers; and to suggest modifications to the terms and conditions offered by a Proposer.

Proposal Content

Proposals must contain the following elements:

- A. **Title Page** which contains the name of the proposing firm/individual, its address, telephone number, name of the contact person, and the date of submittal.
- B. **Firm/Individual Profile** that contains the firm or individual's organizational history and credentials, including:
 - Who will be assigned to the project and a description of their responsibilities.
 - The size of firm and its capacity/availability to perform work on behalf of the City.
 - The experience of the firm or individual in providing previous government relations and legislative advocacy services for a local unit of government or municipality.
- C. **A Comprehensive Response to the City's Requested Scope of Services**, including:
 - A clear understanding of the requested services.
 - An overview of the firm or individual's approach to meeting the goals, performance expectations, and desired policy outcomes of the City.
 - The process utilized to understand proposed legislation; potential impact (or benefit) to the City; and strategies to position the City for success.
 - How the firm or individual will communicate with City leadership at the various stages of the legislative process, including:
 - Urgent matters during the Legislative Session that require immediate attention of the City;
 - Routine matters and coordination during the Legislative Session; and
 - The requested "end of Legislative Session" written report to the City Commission.
- D. **Rates, Fees and Charges**

Proposals must provide a complete description of the rate, fee, and charge structure proposed for the services. Proposers should also indicate whether, and to what extent, they are willing to consider the use of a retainer. Such retainer would be a fixed annual fee covering all services rendered.
- E. **Conflict Check**
 - Indicate whether Proposer (firm or individual) represents or has represented any government relations client whose representation may conflict with the Proposer's ability to provide effective government relations and legislative advocacy services to the City.

- Does the Proposer currently represent any other local units of government having jurisdiction contiguous to the City of Fargo?
- What procedures does your firm utilize to identify and resolve conflicts of interest?

EVALUATION AND SELECTION PROCESS:

The City Administrator will review all submitted proposals pursuant to the RFP and may choose to conduct in-person or telephone interviews. After this initial screening process, the City Administrator will make a recommendation (or recommendations) to the Fargo City Commission. At its discretion, the City Commission may or may not conduct additional interviews with respondents.

At the conclusion of the selection process, the City intends to enter into a professional services agreement with the selected firm or individual(s). Based upon a review of the proposals and such other evaluation as may be necessary, the City Administrator will request that the City Commission approve the appointment of the firm/individual(s) determined to be the most responsive and responsible. Approval of the recommendation and authorization of the professional services agreement is at the sole discretion of the City Commission.

SCHEDULE:

City Commission Approval of RFP	October 22, 2018
Distribute/Advertise RFP	October 23, October 29, & November 5, 2018
RFP Due Date	DUE November 16, 2018 by 4:30 p.m.*
Interviews (<i>to be scheduled</i>)	November 27-29, 2018
City Commission Appointment & Approval of Professional Service Agreement(s)	December 3, 2018

**Proposals received after November 16, 2018 at 4:30 p.m. will be considered non-responsive and rejected.*

3



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, DIRECTOR OF STRATEGIC PLANNING AND RESEARCH *[Signature]*

DATE: OCTOBER 17, 2018

SUBJECT: BLOCK 9

The Public/Private Partnership agreement for Block 9 allows the City of Fargo to hire an engineer/architect to review plans, construction and pay requests for the Block 9 parking garage and plaza.

I requested and received three proposals for these services. At the direction of the Finance Committee, the proposals were reviewed by City Administrator Bruce Grubb, Finance Director Kent Costin and myself. We are recommending that Walker Consultants be hired as the city representative for the Block 9 project.

Block 9 Partners will reimburse the City of Fargo for the costs of the services in this agreement under the terms of the Development Agreement.

RECOMMENDED MOTION: To approve the Agreement with Walker Consultants for professional services for the Block 9 parking garage and plaza.

Attachment



1660 South Highway 100, Suite 545
Minneapolis, MN 55416

952.595.9116
walkerconsultants.com

October 2, 2018

Mr. Jim Gilmour
Strategic Planning Director
City of Fargo
Fargo, ND

Re: *Proposal for the City of Fargo
Block 9
Fargo, North Dakota*

Dear Jim,

Walker Consultants is pleased to submit this proposal to provide professional Engineering /Landscape Architecture services to the City of Fargo. Walker proposes to team with local Landscape Architect Hanson Design Associates (HDA) to assure competent and local representation for our work. For the Block 9 development we propose services to help assure the City will receive fair value for its investment in the project. To complete this task, we will review the designs, monitor and observe the construction of the parking garage, and public plaza and monitor pay application submittals, on behalf of the City of Fargo.

PROJECT UNDERSTANDING

The City of Fargo has entered into a public-private partnership with Block 9 Partners to construct a mixed-use building, a parking garage, and a public plaza. The City of Fargo is providing \$15 million towards the construction of a 379 car parking garage and a public plaza. The City of Fargo will be providing monthly payments to the developer as the parking garage and plaza are constructed.

With this involvement City of Fargo is interested in contracting with an experienced and responsible Engineer/Architect familiar with the design of parking facilities and landscape plazas to review and monitor the progress of the project. The goal of the work shall be to review the plan documents to determine if the design of the parking garage is consistent with generally accepted standards.

The Engineer/Architect will also periodically review the work during construction to determine if the parking garage and plaza is being constructed in conformance with plans/specifications, and review requests for payments to verify that work is acceptably completed for requested payment amount. The City is not contracting for services to perform QC testing, or to provide any construction administration services for the mixed-use building.



SCOPE OF SERVICES

To assure the interest of the City are well represented, we propose the following scope of services:

GENERAL

1. The Walker & HDA team will serve as the City's representative with a focus on protecting the City's interests for design and construction of the parking facility and public plaza.
2. Provide project oversight for public plaza and garage design and procurement, coordinating with the City of Fargo departments (Strategic Planning and Building Department) as required.
3. Walker will attend Owner meetings as required to communicate project findings. Include (3) meetings provided during course of project duration, typically coordinated with site observation. Start-up, mid construction and punchlist meeting.

TASK 1 – PARKING REVIEW

We will conduct a design review of the project parking garage to identify conformance of the proposed design to meet industry standard practices and adherence with federal law and state building codes for parking access, stall size, and accessibility.

1. Review construction drawings and specifications, including demolition plans, surveys, reports, and records or reports of salient nature as provided by the City and developer.
2. Provide parking facility functional design review providing quantitative Level of Service grading of elements of parking structure function. Components reviewed shall include parking circulation, parking area geometry, driving surface slope, parking access and revenue control lanes, and bank service lanes.
3. Provide a written facility design review report (electronic copy *.PDF) with drawings or sketches as appropriate to identify Parking Level of Service, and overall assessment of design to meet industry standards for user comfort, facility material selection and application.
4. Review garage design review report with City to answer questions and resolve any concerns.
5. Review public plaza design to identify industry standard application for landscape and unit hardscape materials utilized not to include ice rink or fountains.

TASK 2 – PROJECT OWNER'S REPRESENTATIVE

1. Field questions, assess project schedule, and respond to questions of City staff.
2. Provide site observation to evaluate construction compliance with plans and specifications.
3. Garage site observation shall begin during foundation construction and be complete at substantial completion. Garage site observations (13) thus total including owner meetings and punchlist review shall be provided, on a nominal monthly basis to coincide with pay application review.
4. Public Plaza site observations to review general progress shall occur twice a month, for a total of twelve (12 thus) observations.
5. Site observation shall verify construction progress and general conformance with plans and specifications.
6. During the construction administration phase, review project quality control test results for compliance with construction documents.
7. Provide Garage and Public Plaza site observation written summary reports. Reports to identify project work completion percentage estimate, notation of work in progress, work completed, and work not in



general conformance with plans and specifications. Job site visits will be at intervals appropriate to the stage of construction.

8. Review Architect/Engineer's punchlist at substantial completion and provide recommendations to City staff for additional corrective action as appropriate.

WORK NOT IN SCOPE

1. Review of shop drawings is not provided. This service may be contracted as an additional service as requested by City.
2. Services to perform QC testing, or to provide any construction administration services for the mixed-use building.

SCHEDULE

Walker is available to begin upon receipt written authorization to proceed. For Task 1, we estimate that to perform our review we will need two weeks of time after receiving provided documents. For Task 2, we will work with the City beginning before ground breaking and throughout construction to substantial completion estimated to be approximately 1 year.

PROFESSIONAL FEE

We propose to provide the described services for the lump sum by task fee including reimbursable expense for the described tasks:

TASK	APPROX. % OF FEE	AMOUNT
1 Garage design review	15%	\$11,500
2 Garage site observation/pay application admin	65%	\$48,500
2 Public Plaza site observation/pay application admin	15%	\$9,000
2 Punchlist observation and recommendations	5%	\$3,500
TOTAL FEE PROPOSED	100%	\$72,500

Reimbursable expenses include the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, long distance telephone and facsimile charges, additional service consultants, and other project related expenses are included in the task fee.

Sincerely,

WALKER CONSULTANTS

A handwritten signature in blue ink, appearing to read "Scott R. Froemming".

Scott R. Froemming, PE
Managing Principal

Enclosures General Conditions of Agreement for Design Services



Mr. Jim Gilmour
October 2, 2018
Page 4

AUTHORIZATION

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

CITY OF FARGO

Accepted by (Signature) _____

Printed Name _____

Title _____

Date _____

**SERVICES**

Walker Consultants ("Walker") will provide the CLIENT professional services that are limited to the work described in the attached letter ("the services"). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the CLIENT, and are limited to and furnished solely for the specific use disclosed to us in writing by the CLIENT. No third-party beneficiary is contemplated. All documents prepared or provided by Walker are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker's specific written consent will be at CLIENT's sole risk.

PAYMENT FOR SERVICES

Walker will submit monthly invoices based on work completed including reimbursable expenses. Reimbursable expenses are included in described task fee. Payment is due upon receipt of invoice. If for any reason the CLIENT does not pay Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one and one-half percent (1½%) per month of any unpaid balance of the invoice.

STANDARD OF CARE

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker's liability caused by its acts, errors or omissions shall be limited to \$1,000,000.

PERIOD OF SERVICE

In the event that no contract administration phase services are to be provided by Walker, services shall be complete the earlier of (1) the date when final documents are accepted by the CLIENT or (2) thirty days after final documents are delivered to the CLIENT. If contract administration phase services are provided by Walker, services shall be complete upon the earlier of (1) the time of approval by Walker of final payment to the contractor or (2) thirty (30) days after completion of the work designed by Walker.



COMPANY PROFILE

Established in 1965 as a structural engineering firm, Walker rapidly grew into a transportation, design and consulting firm, and by the 1980s led the industry as the most experienced parking consulting firm in the United States.

TODAY, WALKER CONSULTANTS IS A GLOBAL CONSULTING FIRM WITH 18 DOMESTIC OFFICES AND 1 INTERNATIONAL OFFICE. OUR STAFF OF OVER 300 HAS EXPERIENCE WORKING IN ALL 50 STATES.

We are proud of the impact our firm and our people have had on the transportation industry and specifically on the planning, design and restoration of parking facilities worldwide. Many of the design elements and planning approaches that are taken for granted today are innovations developed by Walker's professional staff. We pioneered the concept of the **mega-parking structure** at theme parks, airports and international developments, furthered the use of and improved upon the concept of **shared parking** at mixed-use developments, and were instrumental in the development of design **standards for accessible parkers**. **Walker's first car park design (circa 1967) utilized a speed ramp and flat floors - a concept in vogue today as a solution for adaptive re-use!**

In addition to our design expertise, Walker has been a leader in the consulting area as well, being one of the first firms to demonstrate how strategic parking planning can help cities and towns promote economic development and improve the quality of life for residents. Walker served as the consultant for the **first privatization of a municipal parking asset** and has assisted with dozens of public/private partnership projects.

Walker continues to provide a full spectrum of **forensic restoration solutions** to owners. Whether for a **parking structure, building, bridge, stadium, or other specialty structure**, our state-of-the-art technical expertise will provide innovative solutions for all your restoration needs.

Looking forward to the future, Walker is well positioned to address the challenges posed by the advent of **autonomous vehicles** and to aid our clients with planning consulting for **TNCs**, such as Uber and Lyft. Our professional staff is working on improving the sustainability of our designs by using materials and building techniques that will extend the useful life of a facility and reduce the impact on the environment. We are working within the industry to examine opportunities for **adaptive reuse** of existing and future parking facilities and from a consulting standpoint, have developed a **holistic planning** approach that integrates parking into the overall master mobility solution for communities, institutions and the private sector. Walker has been a premier transportation consultant for **more than 50 years** and we will continue to focus on developing solutions that are realistic, implementable and cost-effective by utilizing cutting edge technology and the creativity of our outstanding people.

18 DOMESTIC OFFICES

1 INTERNATIONAL OFFICE

300+ STAFF

50 STATES

20 COUNTRIES

BUILDING ENVELOPE

CONSULTING

FORENSIC RESTORATION

PARKING DESIGN

PLANNING



SCOTT R. FROEMMING, PE

Principal in Charge



EDUCATION

Bachelor of Science, Civil Engineering
Colorado State University, 1987

Post-Graduate Education, Structural
Engineering/Project Management
University of Minnesota

REGISTRATIONS

Registered Professional Engineer in
Minnesota, Wisconsin, Nebraska, and
California

AFFILIATIONS

American Society for Civil Engineers
Minnesota Concrete Council
Minnesota Association of Parking
Professionals
International Parking Institute
Minnesota Society of Professional
Engineers

Twin Cities Healthcare Engineering
Association

PUBLICATIONS

Eppley Airfield Parking Expansion
Parking Today, April 2010
Electric Car charging.....Walker 2011
Capital Improvement Protection
Program.....Target 2011
Parking Best Practices.....Target 2006
Functional Design.....Kiewit 2004
Functional DesignOpus 2001

Scott Froemming directs the Minneapolis office parking design practice. His operations responsibilities include management of the office technical, project management and administrative staff while focusing the application and accumulation of the local consulting knowledge base.

Scott has a robust background in A/E design including parking consulting, functional design, economic feasibility, project programming, structural durability, cost estimating/control, and structural system design. He understands construction methods and how the project delivery method is an important decision made by every owner. He has experience utilizing various project delivery methods tailored to individual needs.

He is involved locally and nationally with parking planning and development with a variety of project/client types leading to a keen understanding of stakeholder's unique requirements. Scott is successful due to his focus on understanding the client's requirements working to achieve the client's vision.

REPRESENTATIVE PROJECTS

**50th and France Development
City of Edina**
Prime Design, Feasibility Study, 2012

Mill Street Ramp Design
Wayzata, MN
PARCS, Structural
406 space parking facility

Private Client
Minneapolis, MN
Structural, Functional
910 space expansion

Cedar Grove Outlet Mall Garage
Eagan, MN
Prime Design
1,530 space parking facility

Xenia Parking Structure
Golden Valley, MN
Structural, Functional
703 parking spaces in a mixed use
structure

**Multiple Target Stores
Target Corporation**
Prime Design, Structural Functional,
Parking Consulting, Multi-Tenant Feasibility
Design, 1998-2012

SW Transit – Chanhassen Station
Chanhassen, MN
Prime Design
425 space parking facility

Eppley Airfield Parking Expansion
Omaha, NE
Prime Design, Parking Consulting, PARCS
2,406 Phase One expansion
3,048 Phase Two expansion

Mozaic Parking Garage
Minneapolis, MN
Ackerburg Group
Parking Consulting, Functional Design

The Penfield
Saint Paul, MN
Functional Review, 2010



PARKING DESIGN

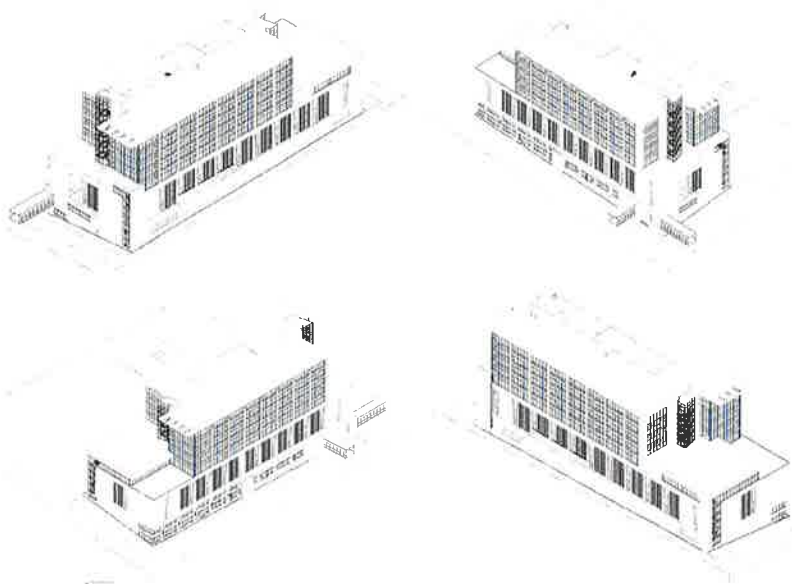
MAURICES CORPORATE BUILDING & OFFICE RAMP

Duluth, Minnesota



FEATURES

- Walker and LaSalle provided owner's representative services to the City in coordination with private owner development team.
- 200,000 sf office on 5-levels
- 485 parking spaces on 4-levels sandwiched between retail/street functions and office above
- 15,000 st retail at Superior Street
- Mixed-use garage built to support new Maurices Office Tower
- Contains Restaurant, Retail, Tower lobby and Skyway links to downtown
- Walker and LaSalle represented the City and private owner in selecting AE and CM.





PARKING DESIGN

THE 50/50

Lincoln, Nebraska



FEATURES

- Public/Private partnership between the University of Nebraska and private residential developer
- Walker provides parking consulting services meeting demands of public owner and private developer
- 1,605 parking spaces on 7-levels
- Mixed-use structure built to support the growing University of Lincoln population
- 7 levels of student apartment-style housing providing housing for 476 people.
- Long-span Post-Tension Structural system on Auger Cast Pile foundation.
- Aggressive Design/Build schedule, Project completed in 16 months.



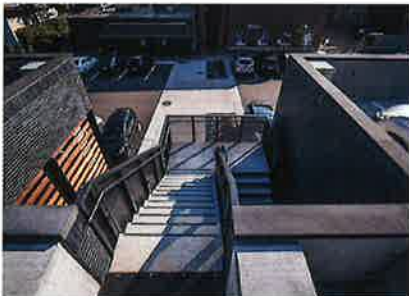
PARKING DESIGN

MILL STREET RAMP

Wayzata, Minnesota



PHOTO COURTESY OF THE CITY OF WAYZATA



FEATURES

- Walker and design team provide community outreach formulating project scope meeting public owner requirements.
- Structural Engineering and Functional Design of a 406 space, 2-level parking garage built into a hillside
- The magic of the garage is space saving circulation (283 sq ft/stall) allowing a tie-back retaining wall to be constructed below the residential neighborhood
- Future adaptive reuse roof structure provisions in base construction
- Charging stations for electric vehicles
- Walker was the Engineer of Record and provided Functional Design, Structural Engineering, Signage and PARCS



PARKING DESIGN

BISMARCK SIXTH STREET PARKING STRUCTURE

Bismarck, North Dakota



FEATURES

- Walker's functional design concept accommodated public parking for Library, City Hall, and downtown medical professionals
- Walker provided structural and functional design services
- 488 spaces on 6 levels
- Bismarck was short 3,000 parking spaces and the structure eases the daytime parking crunch
- Post-tension concrete structural system with drilled pier foundations
- Architectural Precast facade is sympathetic to the Carnegie Library that once stood there



James D. Hanson, PLA, CLARB

Landscape Architect - Hanson Design Associates, LLC

Jim Hanson is the President and principal designer for the Landscape Architectural consulting firm, Hanson Design Associates, LLC. HDA has been providing services to the region since 1997. Jim has been practicing in the field of Landscape Architecture for better than 29 years, and has developed creative, yet practical solutions to a diverse array of projects. Projects have included street enhancements, residential development, community parks, resort development, new and renovated schools, campus planning and various municipal projects. He is readily able to adapt to various project types and take projects from the study and planning phase through construction.

HDA is located in Fargo to provide the Dakotas and Northern Minnesota with experienced, professional landscape architectural services by individuals who live in the region and who are familiar with the unique opportunities and constraints.

Responsibilities generally consist of planning, designing and managing projects. Jim demonstrates a strong understanding of the importance of communication between the Consultants and the Owner to provide thorough, organized and comprehensive documents. Jim is very experienced in the layout, design, and construction supervision of plantings and lawns, irrigation systems, walkways, parking lots, patios, plaza's, raised planters, retaining walls, site furnishings, custom shade structures, fences, monument signage, ornamental ponds and surface drainage.

Having worked on both the planning and installation of community projects, Jim is well aware that these projects have unique issues that must be researched and coordinated for successful implementation. Typical issues encountered include sensitivity to the surrounding environment, selection of appropriate materials, installation methods, use of facilities by the public, establishment of plant materials, preservation and enhancement of views, maintainability, etc.

PROFESSIONAL PRACTICE

- Hanson Design Associates, Fargo, ND – 1997 to present
- Wyss Associates, Rapid City, SD – 1994 to 1997
- SSA Landscape Architects, Santa Cruz, CA - 1991 to 1994
- Issacson Wood & Assoc., San Jose, CA – 1989 to 1991

PERSONAL DATA

B.A. Landscape Architecture, North Dakota State University, 1989
B.S. in Environmental Design, North Dakota State University, 1989

Professional Landscape Architectural Registration: ND, MN, SD, CLARB

Member of the North Dakota Urban and Community Forestry Association.





Hanson Design Associates, LLC

Hanson Design Associates, LLC (HDA), is a small, independent Landscape Architectural consulting company established in 1997, located in Fargo, ND. Projects types include commercial, municipal, tract, streetscape, institutional, flood mitigation, residential, and planning types of projects. HDA primarily consults to Engineers, Architects and Municipalities across Minnesota and North Dakota.

President and Registered Landscape Architect for HDA is Jim Hanson. Jim has over 29 years of experience in the field of Landscape Architecture and has been a Registered Landscape Architect since 1992. Jim has worked as a Registered Landscape Architect in California, Minnesota, South Dakota and North Dakota with extensive experience in commercial, municipal and institutional projects.

HDA is capable and very experienced in preparing well-coordinated plans, details and specifications for the following types of Landscape Design Work;

- Planting
- Irrigation
- Street Tree Plantings
- Site Furnishings
- Decorative Paving
- Fencing
- Monuments and Signage
- Corridor Studies
- Streetscape
- and other site Amenities

Sample Project Experience

Northside Softball Complex Institutional Master Plan and Landscape Plans, Fargo, ND 2018
Urban Plains Infiltration and Detention Pond Renovation, Fargo, ND- 2017

Restoration with native grasses and infiltration plants.

Valley City Pollinator Gardens & Community Orchard Master Plan, Valley City, ND- 2015

Oxbow Residential Landscape Appraisals for Floodway Buyout, Oxbow, ND- 2015

Jamestown Community Art Park & Plaza, Jamestown, ND- 2014

Washington Ave. Streetscape, Planting & Irrigation Plans, Detroit Lakes, MN- 2014

Detroit Lakes Library Landscape Renovation, Detroit Lakes, MN- 2013

Wahpeton Town Center Square, Wahpeton, ND- 2012

Wahpeton Public Library Site Renovation, Wahpeton, ND- 2011

Wahpeton Dakota Ave. Streetscape Study and CD's, Wahpeton, ND- 2010

Fargo Residential 2009 Flood Damage Appraisals, Fargo, ND -2009

Great Northern Depot Plaza and Park Area, Fargo, ND- 2007

Jamestown Downtown Parking Lots, Jamestown, ND- 2007

Parking lot improvements incorporating railroad themed ornamental fencing and interpretive displays, Jamestown, ND- 2007

Concordia College Campus Center Landscape Plans, Moorhead, MN- 2007

Jamestown City Center Master Plan, Jamestown, ND- 2006

Re-development of parking lots in a historical railroad area of downtown into a downtown community friendly activity area.

Dickinson Public Library Plaza and Landscape Plans, Dickinson, ND- 2006

Dickinson State University Entry Monuments, Plaza, Site Work and Landscaping, Dickinson, ND- 2005

Scheels All Sports Landscape Plans, Fargo, ND- 2005

NDSU Student Center Plaza and Landscape Plans, Fargo, ND- 2004

NDSU Downtown Campus (Northern School Supply Bldg. Renovation) Plaza and Landscape Plans, Fargo, ND- 2003

Broadway Terminus at Island Park Plaza, Fargo, ND- 2002

CITY OF
Fargo
ASSESSMENT DEPARTMENT

4a

October 11, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

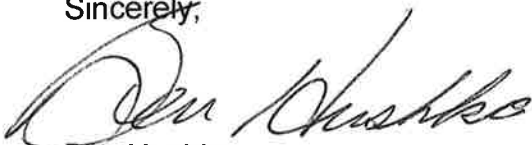
Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1461 East Gateway Cir. S as submitted by Bridget N. & Bryan C. Hins. 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

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Bridget & Bryan Hims		Phone No.	
2. Address of Property	1461 East Gateway Cir S			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lt. 11 Blk 6 Westgate Village			
4. Parcel Number	11-4000-00880-000	Residential ☒	Commercial ☐	Central Business District ☐
5. Mailing Address of Property Owner	1461 East Gateway Cir S			
City	Fargo	State	ND	Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Remodel Kitchen Added Basement Bath - some basement remodel	
7. Building Permit No.	180364	8. Year Built 1976
9. Date of Commencement of making the improvement	2/01/18	
10. Estimated market value of property before improvement	\$ 227,700	
11. Cost of making the improvement (all labor, material and overhead)	\$ 45,000	
12. Estimated market value of property after improvement	\$ 241,300	

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 Bridget Hims Date 10/8/18

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 QUALIFYING WORK

Assessor's Signature Don Gault Date 10/11/18

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 _____



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October 12, 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 1902 13 Ave. S as submitted by Monica A. Killingsworth. 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 \$410 with the City of Fargo's share being \$70.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1.	Name of Property Owner <u>MONICA KILLINGSWORTH</u>	Phone No. _____
2.	Address of Property <u>1902 13 AVE S</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3.	Legal description of the property for which the exemption is being claimed. <u>LT 10 BLK 1</u> <u>SALLY HILLEBOE</u>	
4.	Parcel Number <u>01-1240-00100-000</u> Residential ☒ Commercial ☐ Central Business District ☐	
5.	Mailing Address of Property Owner <u>1902 13 AVE S</u>	
	City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>

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). <u>REMOVED WALL PARTITION BETWEEN KITCHEN;</u> <u>NEW FLOORING THROUGHOUT MAIN LEVEL</u>	
7.	Building Permit No. <u>180136 & 189002</u>	8. Year Built <u>1956</u>
9.	Date of Commencement of making the improvement <u>Feb 2018</u>	
10.	Estimated market value of property before improvement	\$ <u>85,500</u>
11.	Cost of making the improvement (all labor, material and overhead) \$ <u>1,500^{wall} + 1,200 Elec 4800 Floors</u> <u>(7,500^{ce})</u>	
12.	Estimated market value of property after improvement	\$ _____

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 <u>Monica Killingsworth</u>	Date <u>10/8/18</u>

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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Don Quakke</u>	Date <u>10/12/18</u>

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 _____



October 12, 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 1539 14 St. S as submitted by Janice Marie Knecht. 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 \$100 with the City of Fargo's share being \$15.

Sincerely,

A handwritten signature in black ink that appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner <u>JANICE KNECHT</u>	Phone No. <u>701-298-9503</u>
2. Address of Property <u>1539 14 ST S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>LT 10 BLK 17 MORTON & DOTYS ADDN</u>	
4. Parcel Number <u>01-2040-04000-000</u> Residential ☒ Commercial ☐ Central Business District ☐	
5. Mailing Address of Property Owner <u>1539 14 ST S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>

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). <u>RESIDE DWELLING WITH VINYL SIDING</u>	
7. Building Permit No. <u>180672</u>	8. Year Built <u>1954</u>
9. Date of Commencement of making the improvement <u>May 29, 2018</u>	
10. Estimated market value of property before improvement	\$ <u>153,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>\$19,590.00</u>
12. Estimated market value of property after improvement	\$ _____

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 <u>Janice Knecht</u>	Date <u>10-10-18</u>

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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>Debra Swanson</u>	Date <u>10/12/18</u>

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 _____



October 12, 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 3534 Par St. N as submitted by Collin R. & Rachel Consdorf. 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 \$1040 with the City of Fargo's share being \$175.

Sincerely,

A handwritten signature in black ink that appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Collin R. & Rachel Consdorf Phone No. (701) 446-7363

2. Address of Property 3534 Par St. N
City FARGO State ND Zip Code 58102

3. Legal description of the property for which the exemption is being claimed. Blk 4 Lot 7 & N 2ft of 8 Golf Course 3rd

4. Parcel Number 01-1003-00820-000 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). Kitchen remodel - move kitchen from front to back of house. Install 5 new windows. Work incl. new flooring, cab, and elec.

7. Building Permit No. 180285 8. Year Built 1975

9. Date of Commencement of making the improvement 03/27/2018

10. Estimated market value of property before improvement \$ 253,600

11. Cost of making the improvement (all labor, material and overhead) \$ 80,000

12. Estimated market value of property after improvement \$ _____

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 Rachel Consdorf Date 9/26/18

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 QUALIFYING WORK
Assessor's Signature [Signature] Date 10/12/18

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 _____



October 12, 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 2838 Southgate Dr. S as submitted by Donald A. & Sandra E. Andersen. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$285 with the City of Fargo's share being \$15.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Donald & Sandra Andersen</u>		Phone No.	_____
2. Address of Property	<u>2838 Southgate Dr S</u>			
City	<u>FARGO</u>	State	<u>ND</u>	Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 11 Blk 12 Westgate Village</u>			
4. Parcel Number	<u>01-4000-01980-000</u>	Residential ☒	Commercial ☐	Central Business District ☐
5. Mailing Address of Property Owner	<u>2838 Southgate Dr S</u>			
City	<u>Fargo</u>	State	<u>ND</u>	Zip Code <u>58103</u>

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).	<u>Remodel 3 Bathrooms</u>	
7. Building Permit No.	<u>171909</u>	8. Year Built <u>1974</u>
9. Date of Commencement of making the improvement	<u>Oct. 2, 2017</u>	
10. Estimated market value of property before improvement	\$	<u>229,400</u>
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>85,000⁰⁰</u>
12. Estimated market value of property after improvement	\$	<u>236,000</u>

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 <u>Sandra Andersen</u> Date <u>10-8-2018</u>

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): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Newkirk</u> Date <u>10/12/18</u>

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 _____



October 12, 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 2711 12 St. S Unit 8 as submitted by Terri M. Eckroth. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$0 with the City of Fargo's share being \$0.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

5/4/17 3:45pm Left message for Terr.
5/26/17 - Sent letter w/ no response from owner

**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

No change in value

1. Name of Property Owner Terr, M. Eckroth Phone No. 476-0090

2. Address of Property 2711 12th St S #8

City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 96 Block - 0 Southwood Carillon Condo Unit A-8 #0 Lots 96 thru 100

4. Parcel Number 01-2860-00788-000 Residential ☒ Commercial ☐ Central Business District ☐

5. Mailing Address of Property Owner Same

City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). adding outlets to base-ment storage unit + 2 fluorescent lights + updating wiring

7. Building Permit No. 2 8. Year Built 1969

9. Date of Commencement of making the improvement See attached

10. Estimated market value of property before improvement \$ 113,500⁰⁰

11. Cost of making the improvement (all labor, material and overhead) \$ 5,000

12. Estimated market value of property after improvement \$ 118,500

up in living unit!

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 Terr M. Eckroth Date 4/20/17

Assessor's Determination

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

Assessor's Signature Don Dushka Date 10/12/18

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 _____

1. Add outlets and 2 Fluorescent Lights to Storage Room #8 in basement (already done). - \$600.00
– Paid 3/21/17 – Check E#12751
2. Insulate and Sheet Rock 2 Walls and Ceiling in Storage Room #8. (Estimate \$1,000.00 – Done 4/18/17) – Not yet paid.
3. Redo the Basement Community Areas w/sheetrock and Wainscot (already done). \$1,000/per Unit.
4. Seal the floor in the basement; as cement is chipping away - \$1,000 – Not yet done
5. Redo Bathtub in Upstairs Main Unit/Peeling/Need refinishing. \$500.00 – Not yet done
6. Update Electrical Outlets and Lights in Main Living Quarters – Not yet done.



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October 5, 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 1761 8 St. S as submitted by Donald C. & Jeaninne M. McAllister. 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 \$125 with the City of Fargo's share being \$20.

Sincerely,

A handwritten signature in dark ink, appearing to read "Ben Hushka". The signature is fluid and cursive, with a large initial "B".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Jeanine Mc Allister			Phone No.	701-306-5452
2. Address of Property	1761 8 St. S.				
City	FARGO	State	ND	Zip Code	58103
3. Legal description of the property for which the exemption is being claimed.	S 30 ft of Lt 10 & All of Lt 11 Fargo Investment Co 7st				
4. Parcel Number	01-0820-00760-000	Residential	☒	Commercial	☐
		Central Business District	☐		
5. Mailing Address of Property Owner	1761 8 St S				
City	Fargo	State	ND	Zip Code	58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Kitchen Remodel ; Added main floor Laundry, New Roof	
7. Building Permit No.	180332	8. Year Built
		1957
9. Date of Commencement of making the improvement	05/01/2018	
10. Estimated market value of property before improvement	\$	383,200
11. Cost of making the improvement (all labor, material and overhead)	\$	25,673.26
12. Estimated market value of property after improvement	\$	392,800

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	Jeanine Mc Allister	Date

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☒ has not ☐ met the qualifications for exemption for the following reason(s):	5 YEARS FOR QUALIFYING WORK	
Assessor's Signature	Don Plunk	Date
		10/8/18

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

CITY OF
Fargo
ASSESSMENT DEPARTMENT

4h

October 5, 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 1325 10 St. S as submitted by Harlan Herberholz. 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 \$1885 with the City of Fargo's share being \$320.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Harlan Herberholz		Phone No.	701-793-5823
2. Address of Property	1325 10 St. S.			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lt. 10 exc W 10' Ded for Alley Stern's Subd of Add 14. 2			
4. Parcel Number	01-5060-00110-000	Residential ☒	Commercial ☐	Central Business District ☐
5. Mailing Address of Property Owner	1325 10 St. S.			
City	Fargo	State	ND	Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Basement & main floor entire Remodel	
7. Building Permit No.	171480	8. Year Built 1922
9. Date of Commencement of making the improvement	01-01-2018	
10. Estimated market value of property before improvement	\$	85,100
11. Cost of making the improvement (all labor, material and overhead)	\$	170,000
12. Estimated market value of property after improvement	\$	230,400

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 <i>Harlan Herberholz</i> Date 10-4-18

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 QUALIFYING WORK
Assessor's Signature <i>Don Quasha</i> Date 10/8/18	

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 _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

41

October 5, 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 1429 7 St. S as submitted by Shannon K. Dahms. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$55 with the City of Fargo's share being \$10.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

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

North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Shannon K Dahms		Phone No.	701-200-0207
2. Address of Property	1429 7 St S			
	City	FARGO	State	ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Lot 12 Blk 8 Huntingtons			
4. Parcel Number	01-1400-01870-000	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).	Remodel patio, install egress, finish bedroom in lower level	
7. Building Permit No.	172458 & 180620	8. Year Built 1921
9. Date of Commencement of making the improvement	December 2017, May 2018	
10. Estimated market value of property before improvement	\$	199,100
11. Cost of making the improvement (all labor, material and overhead) \$		3500.00
12. Estimated market value of property after improvement	\$	203,500

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 <u>Shannon K Dahms</u> Date <u>10/31/18</u>

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): <u>5 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>Don Gustafson</u> Date <u>10/8/18</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

CITY OF
Fargo
ASSESSMENT DEPARTMENT

4j

October 5, 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 1514 7 St. S as submitted by Jennifer L. Gruss. 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 \$940 with the City of Fargo's share being \$160.

Sincerely,



Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Jennifer Gruss Phone No. (515)689-1440

2. Address of Property 1514 7 St. S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 23 Blk 16 Huntingtons

4. Parcel Number 01-1400-02700-000 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). Remodel existing kitchen. Expand openings b/t dining room, living room, and kitchen. Work inc. new flooring, cab, and elec.

7. Building Permit No. 180168 8. Year Built 1931

9. Date of Commencement of making the improvement 02/21/2018

10. Estimated market value of property before improvement \$ 208,600

11. Cost of making the improvement (all labor, material and overhead) \$ 125,000

12. Estimated market value of property after improvement \$ 281,000

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 Jennifer Gruss Date 10.2.18

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 QUALIFYING WORK
Assessor's Signature Don Bush Date 10/8/18

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 _____



October 5, 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 77 Prairiewood Dr. S as submitted by Ronald J. Borowicz & Douglas W. Krantz. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Ronald J. Borowicz & Douglas W. Krantz Phone No. 701-293-0987

2. Address of Property 77 Prairiewood Dr. S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed. Lot 8 Blk 6 Prairiewood

4. Parcel Number 01-2330-00830-000 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). Remodel 3 existing bathrooms. Work incl. flooring, fixtures, vent, pl, and elec. Interior demo work part of scope of the project.

7. Building Permit No. 172190 8. Year Built 1982

9. Date of Commencement of making the improvement 10/30/2017

10. Estimated market value of property before improvement \$ 406,000

11. Cost of making the improvement (all labor, material and overhead) \$ 90,000

12. Estimated market value of property after improvement \$ 421,000

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 RJ Borowicz Date 10/2/18

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 QUALIFYING WORK

Assessor's Signature Don Hendrick Date 10/8/18

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 _____



October 5, 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 1513 8 St. S as submitted by Scott W. & Shawna Davidson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1205 with the City of Fargo's share being \$205.

Sincerely,

A handwritten signature in cursive script, which appears to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	Scott & Shauna Davidson		Phone No.	
2. Address of Property	1513 8 St. S.			
City	FARGO	State	ND	Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.	Pt. Lt. 3, All of Lt. 4, Blk 18 Huntingtons Addn			
4. Parcel Number	01-1400-03020-000	Residential ☒	Commercial ☐	Central Business District ☐
5. Mailing Address of Property Owner	1513 8 St S			
City	Fargo	State	ND	Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary).	Remodel 3 bathrooms, mudroom, bar, den, & Laundry room	
7. Building Permit No.	170161	8. Year Built 1931
9. Date of Commencement of making the improvement	March 2017	
10. Estimated market value of property before improvement	\$	771,600
11. Cost of making the improvement (all labor, material and overhead)	\$	180,000
12. Estimated market value of property after improvement	\$	864,500

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	Shauna Davidson Date 8/20/18

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 QUALIFYING WORK
Assessor's Signature	Dee Ducka Date 10/8/18

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 _____



A handwritten signature or initials "Am" enclosed within a hand-drawn circle.

October 5, 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 1417 14 St. S as submitted by Jason R. & Elizabeth K. Haak. 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 \$45 with the City of Fargo's share being \$5.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner <u>Jason R. & Elizabeth K. Haak</u>	Phone No. <u>(701)297-0221</u>
2. Address of Property <u>1417 14 St. S</u>	
City <u>FARGO</u>	State <u>ND</u> Zip Code <u>58103</u>
3. Legal description of the property for which the exemption is being claimed. <u>Lot 5 Blk 12 Morton & Dotys</u>	
4. Parcel Number <u>01-2040-02880-000</u> Residential ☒ Commercial ☐ Central Business District ☐	
5. Mailing Address of Property Owner <u>Same</u>	
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). <u>Install new bath in lower lvl. Work incl. flooring, fixtures, vent, pl, and elec.</u>	
7. Building Permit No. <u>180252</u>	8. Year Built <u>1954</u>
9. Date of Commencement of making the improvement <u>03/20/2018</u>	
10. Estimated market value of property before improvement	\$ <u>133,000</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>5,000.75</u>
12. Estimated market value of property after improvement	\$ <u>136,400</u>

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 <u>Elizabeth K. Haak</u>	Date <u>10-3-18</u>

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): <u>5 YEARS FOR QUALIFYING WORK</u>	
Assessor's Signature <u>[Signature]</u>	Date <u>10/8/18</u>

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 _____



4n

October 5, 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 157 Prairiewood Dr. S as submitted by Timothy L. Olson & Jo Marie Jensen. 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 \$170 with the City of Fargo's share being \$30.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Hushka". The signature is fluid and cursive.

Ben Hushka
City Assessor

hah
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner	<u>Timothy Olson & To Marie Jensen</u>		
	Phone No.	<u>701-388-8499</u>	
2. Address of Property	<u>157 Prairiewood Dr S</u>		
City	<u>FARGO</u>	State	<u>ND</u>
Zip Code	<u>58103</u>		
3. Legal description of the property for which the exemption is being claimed.	<u>Lt 6 Blk 11 Prairiewood Addn.</u>		
4. Parcel Number	<u>01-2330-01140-000</u>	Residential ☒	Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner	<u>157 Prairiewood Dr S</u>		
City	<u>Fargo</u>	State	<u>ND</u>
Zip Code	<u>58103</u>		

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).	<u>Kitchen Remodel - Living Room / Dining Area Flooring</u>		
7. Building Permit No.	<u>180497</u>	8. Year Built	<u>1983</u>
9. Date of Commencement of making the improvement	<u>08/01/2018</u>		
10. Estimated market value of property before improvement	\$	<u>243,100</u>	
11. Cost of making the improvement (all labor, material and overhead)	\$	<u>25,000.00</u>	
12. Estimated market value of property after improvement	\$	<u>256,200</u>	

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 <u>[Signature]</u> Date <u>10-4-18</u>

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): <u>15 YEARS FOR QUALIFYING WORK</u>
Assessor's Signature <u>[Signature]</u> Date <u>10/8/18</u>

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____



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

5

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

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

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

Name of Location Southtown Pourhouse			
Street 4281 45th Street S	City Fargo	ZIP Code 58104	County Cass
Beginning Date(s) Authorized 10/29/18	Ending Date(s) Authorized 6/30/19	Number of twenty-one tables if zero, enter "0": 2	
Specific location where games of chance will be conducted and played at the site (required) Entire lounge area, excluding restrooms and entryways			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor	10/22/18

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

60

\$25.00
CC4172
10-15-18

☒ Local Permit

Name of Non-profit Organization Centennial Elementary Pto		Date(s) of Activity 10-26-18 to 5-1-18		For a raffle, provide drawing date(s): _____	
Person Responsible for the Gaming Operation and Disbursement of Net Income Casey Hokenson		Title President		Business Phone Number _____	
Business Address 4201 25th St S		City		State ND	Zip Code 58104-6800
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Centennial Elementary		Site Address 4201 25th St S			
City Fargo		State ND	Zip Code 58104-6800	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.					
☒ Bingo ☐ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Bingo	Food/Drink	\$200.00
Bingo	Books	\$200.00
Bingo	Gift Cards	\$500.00
Bingo	Sports Gear	\$200.00
Bingo	Clothing	\$200.00
Bingo	Electronics	\$400.00
Bingo	Toys	\$400.00
Bingo	Event Tickets	\$500.00

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$12,000 per year) \$ 2,600.00

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

Signature of Organization's Top Executive Official <i>Casey Hoken</i>	Date 10-15-18	Title President	Business Phone Number 701-200-6224
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\$25.00
✓4150
10-15-18

SFN 9338 (08/2016)

☒ Local Permit

* ☐ Charity Local Permit (one event per year)

Name of Non-profit Organization <i>Knights of Columbus</i>		Date(s) of Activity <i>Feb. 3, 2019</i>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <i>Jack Gao</i>		Business Phone Number <i>232-5900</i>	
Business Address <i>1420 7th St. N.</i>		City <i>L. Fair</i>	State <i>ND</i>
Mailing Address (if different)		City	State Zip Code
Name of Site Where Game(s) will be Conducted <i>Holy Spirit Catholic Church</i>		Site Address <i>1420 7th St. N.</i>	
City <i>Fargo</i>	State <i>ND</i>	Zip Code <i>58102</i>	County <i>Cass</i>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. ☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Quilt	\$350

Game Type	Description of Prize	Retail Value of Prize

Total:

(Limit \$12,000 per year)

\$

Intended uses of gaming proceeds: Supplies for Church Kitchen (Holy Spirit)

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

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

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

Signature of Organization's Top Executive Official Barbara S. Jensen	Date 10-11-18	Title Business mgr	Business Phone Number 701-232-5900
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✓ 3427
25.00

10/16/11

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Total:		(Limit \$12,000 per year) \$ 850.00

Intended uses of gaming proceeds: Donation to Shrine Transportation Fund
for Children's Hospital

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

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

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

Business Phone Number

701.678. 5002



✓ 1601
10/16/18
25.00

(Ind)

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

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

Name of Non-profit Organization Fargo North Spartacas		Date(s) of Activity to		For a raffle, provide drawing date(s): 12/01/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income Amy Schroeder		Title Treasurer		Business Phone Number (701) 552-1074	
Business Address 801 17th Ave N		City Fargo		State ND	Zip Code 58102
Mailing Address (if different) 44 17 1/2 Ave N		City Fargo		State ND	Zip Code 58102
Name of Site Where Game(s) will be Conducted Fargo North High School		Site Address 801 17th Ave N			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. ☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
	55" television	\$600.00		Skate City GC	\$150.00
	hair prod basket	\$500.00		Casino package	\$150.00
	Tito's dartboard	\$300.00		Sola Salon bskt	\$100.00
	Amazon Gift card	\$250.00		MJ Cappelli bsk	\$105.00
	Tito's basket	\$150.00		Summit GC	\$105.00
	Discovery Flight	\$150.00		bank gift bskt	\$75.00
	Candlewood Suite	\$150.00		candle holder	\$60.00
	Vic's GC & wine	\$160.00		clay your way	\$15.00
	Acapulco GC	\$100.00		Widman Chipper	\$15.00
rhombus guys GC \$20 Subway GC \$30 Papa John's GC \$45 Great Clips - \$35 Cherry Berry GC \$25 Blackbird pizza \$20 Olive Garden GC \$25 Buffalo Wild Wings \$60			Total: \$3395.00 (Limit \$12,000 per year)		

Intended uses of gaming proceeds: Help pay for costs of uniforms, summer coach salaries, and travel to competitions

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

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

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

Signature of Organization's Top Executive Official <i>Amy Schroeder</i>	Date 10/16/2018	Title Treasurer	Business Phone Number (701) 552-1074
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

10/17/18
25.00
PC

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

Name of Non-profit Organization United Way Of Cass-clay	Date(s) of Activity 11/8/2018 to 11/8/2018	For a raffle, provide drawing date(s): 11/9/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income Erica Nygaard	Title Comm Manager	Business Phone Number (701) 237-5050	
Business Address 219 7th Street South	City Fargo	State ND	Zip Code
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted Delta by Marriott	Site Address 1635 42nd St Sw		
City Fargo	State ND	Zip Code 58103-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit. ☐ Bingo ☐ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle Board	CWentz Autograph	\$500.00			
Raffle Board	Louis Vuitton	\$1,040.00			
Raffle Board	Home Decor	\$260.00			
Raffle Board	Photo Session	\$795.00			
Raffle Board	Sanford Derm Pkg	\$672.00			
			Total: (Limit \$12,000 per year)		
			\$ 3,267.00		

Intended uses of gaming proceeds: Proceeds from this event support United Way's work in BOLD Goal 2: Help

Prepare Children to Succeed.

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

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

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

Signature of Organization's Top Executive Official 	Date 10/16/2018	Title President & CEO	Business Phone Number (701) 237-5050
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APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

\$25.00
✓ 11461
10-18-18

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

Name of Non-profit Organization <u>Heart Springs</u>	Date(s) of Activity to	For a raffle, provide drawing date(s): <u>12/8/18</u>	
Person Responsible for the Gaming Operation and Disbursement of Net Income <u>Jan Nelson</u>	Title <u>EXECUTIVE DIRECTOR</u>	Business Phone Number <u>701-261-3142</u>	
Business Address <u>2010 N Elm ST.</u>	City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58102</u>
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted <u>Heart Springs</u>	Site Address <u>2010 N. Elm ST.</u>		
City <u>Fargo</u>	State <u>ND</u>	Zip Code <u>58102</u>	County <u>Cass</u>
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.			
☐ Bingo ☒ Raffle ☐ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker * ☐ Twenty-one * ☐ Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
It's Game Time	Concordia athletic season passes, TOTE	\$435	Snack Time	chip plate + pretzels	77
Chalk Flowers	original art Carol marker	350	NDSU all the way	NDSU blanket + goodies	70
Cozy Fall Cabin	Cabin kit & quilt Topper	185	Let's go shopping	purse + 2nd bag gift card	68
Romantic Evening	(2) Concordia Theater passes, candle, vase, wine	140	Very Pretty X-mas	Tree plate + goodies	60
Weekender bag	Bag, case, pouch	117	Blue X-mas	plate + candle	55
All dressed up	Tai ochia + symphony	96	Pet's dinner time	pet food moonhead ice	50
Pretty in Pink	Purse + necklace	93	A walk about	TOTE + wine	45
Breakfast is on!	waffle kit, Towel + gift cert.	81	Night on the Town	Toasted Frog Fargo Theater passes	33
Pottery	original Judy Grelinsko	80			
			Total: (Limit \$12,000 per year) \$ 2,035		

Intended uses of gaming proceeds: _____

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

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

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

Signature of Organization's Top Executive Official <u>Jan Nelson</u>	Date <u>10/17/18</u>	Title <u>EXECUTIVE DIRECTOR</u>	Business Phone Number <u>701-261-3142</u>
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7

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

	2018 BUDGET	2018 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 26,723,312	\$ 27,096,778	\$ 373,466
Licenses & Permits	3,328,205	3,664,940	336,735
Fines & Traffic Tickets	1,517,360	1,355,903	(161,457)
Intergovernmental Revenue	14,126,087	13,112,473	(1,013,614)
Charges for Services	12,622,545	11,865,098	(757,447)
Interest	2,372,227	3,559,963	1,187,736
Miscellaneous Revenue	505,679	472,399	(33,280)
Transfers In	11,454,989	11,307,362	(147,627)
Total Revenues	\$ 72,650,404	\$ 72,434,916	\$ (215,488)
EXPENDITURES:			
City Administrator	\$ 4,775,037	\$ 4,829,788	\$ (54,751)
Finance	5,638,953	5,472,253	166,700
Planning & Development	2,806,546	2,589,074	217,472
Transit	5,737,587	5,477,372	260,215
Public Works	11,893,009	11,628,523	264,486
Fire Department	9,869,142	9,641,756	227,386
Police	15,052,703	14,666,362	386,341
Health	8,106,130	8,216,531	(110,401)
Library	3,250,749	3,384,373	(133,624)
Commission	481,467	464,898	16,569
Civic Center	362,680	329,055	33,625
Social Services	358,400	348,767	9,633
Capital Outlay	728,044	651,294	76,750
Vehicle Replacement/IT	979,757	647,574	332,183
Contingency	23,316	3,596	19,720
Transfers Out	5,786,504	5,593,236	193,268
Total Expenditures	\$ 75,850,024	\$ 73,944,452	\$ 1,905,572
Excess of Revenue Over (Under) Expenditures	\$ (3,199,620)	\$ (1,509,536)	\$ 1,690,084

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Finance Office

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

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: LODGING TAX COLLECTION AGREEMENT WITH AIRBNB, INC.

DATE: OCTOBER 18, 2018

AIRBNB, Inc. is company that offers booking services for accommodations through an internet based platform. This service has become a popular way for people to use their existing real estate to rent to others and a way to expand accommodation offerings.

The City of Fargo has a lodging tax in place and AIRBNB is subject to these lodging taxes. The Convention and Visitor's Bureau requested that we execute a tax collection agreement so that we can begin to collect the lodging taxes on this new service.

The City Attorney's Office and the Finance Committee reviewed this collection agreement and recommends approval. The City can terminate this agreement for convenience with a 30-day notice requirement.

Suggested Motion:

Approve an agreement with AIRBNB, Inc. for the collection of lodging taxes pursuant to section 3-13 of the lodging tax ordinance.

**VOLUNTARY COLLECTION AGREEMENT
FOR
CITY OF FARGO, NORTH DAKOTA LODGING TAX**

THIS VOLUNTARY COLLECTION AGREEMENT (the “**Agreement**”) is dated _____, 2018 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”) and the **CITY OF FARGO**, a **NORTH DAKOTA MUNICIPAL CORPORATION**. Each party may be referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations (“**Hosts**”) and third parties booking such accommodations (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations to which Airbnb is not a party (“**Booking Transaction**”);

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable lodging taxes (“**Lodging Tax**”) imposed under applicable Fargo, North Dakota law (the applicable “**Code**”), on behalf of Hosts for Booking Transactions completed by Hosts and Guests on the Platform for accommodations located in Fargo, North Dakota (the “**Taxable Booking Transactions**”);

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform, Airbnb agrees contractually to assume the duties of a Lodging Tax collector as described in the Code solely for the collection and remittance of Lodging Tax (hereinafter referred to as a “**Collector**”). The assumption of such duties shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

(B) Starting on _____ (the “**Effective Date**”), Airbnb agrees to commence collecting and remitting Lodging Tax on behalf of Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect Lodging Tax for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

REMITTANCE OF LODGING TAX

(C) Airbnb agrees reasonably to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Lodging Tax that is subject to the provisions of this Agreement. Airbnb shall remit all Lodging Tax collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

AIRBNB LIABILITY

(D) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Lodging Tax, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Lodging Tax and/or penalties, interest, fines or other amounts assessed against it were not due, are the subject of a claim for refund under applicable law or otherwise bar it from enforcing any rights accorded by law.

(E) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Lodging Tax returns and supporting documentation, and agrees not to directly or indirectly audit any individual Guest or Host relating to Taxable Booking Transactions unless and until an audit of Airbnb by the Taxing Jurisdiction has been exhausted with the matter unresolved. The Taxing Jurisdiction reserves the right to audit any individual Airbnb Host for activity that has been brought to the attention of the Taxing Jurisdiction in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(F) The Taxing Jurisdiction agrees to audit Airbnb on an anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The Taxing Jurisdiction agrees that it will not audit or issue an assessment against Airbnb more than once per

any consecutive forty-eight month period and that such audit or assessment will be limited to a consecutive twelve-month period within the forty-eight month period.

(G) Airbnb, Inc. agrees to register as a Collector for the sole purpose of reporting, collection and remittance of Lodging Tax under this Agreement and will be the registered Collector on behalf of any affiliate or subsidiary collecting Lodging Tax.

GUEST AND HOST LIABILITY

(H) During any period in which this Agreement is effective relating to Taxable Booking Transactions, provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and remit Lodging Tax on Taxable Booking Transactions, and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Lodging Tax. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Lodging Tax for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions.

WAIVER OF LOOK-BACK

(I) The Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders investors, employees and other agents, and/or Hosts or Guests from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Lodging Tax or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Lodging Tax on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(J) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that it will notify (i) Hosts that Lodging Tax will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Lodging Tax collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(K) This Agreement is solely for the purpose of facilitating the administration and collection of the Lodging Tax with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America, of any State or subdivision or municipality thereof. Neither Party waives, and expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

DURATION/TERMINATION

(L) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30 day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30 day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Lodging Tax collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the date of termination.

MISCELLANEOUS

(M) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of North Dakota without regard to its conflict of law principles.

(N) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(O) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(P) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of

electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(Q) RELATIONSHIP OF THE PARTIES. The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(R) WAIVER AND CUMULATIVE REMEDIES. No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(S) FORCE MAJEURE. Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(T) ASSIGNMENT. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(U) MISCELLANEOUS. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(V) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the Taxing Jurisdiction:

Fax: _____
E-mail: _____

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____
Signature of Authorized Representative

Mirei Yasumatsu, Global Tax Director
Name and Title of Authorized Representative

CITY OF FARGO, NORTH DAKOTA

By: _____
Signature

Timothy J. Mahoney, M.D. Mayor

ATTEST:

Steve Sprague, City Auditor

DATE:



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

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

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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 5, 2018

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF
HEALTH FOR THE CHRONIC DISEASE PROGRAM
CONTRACT NO. G17-1068 CFDA NO. 93.991, \$22,800

The attached grant agreement with the North Dakota Department of Health is to address chronic disease within our community.

No budget adjustment is required for this contract.

Please call me if you have any questions regarding this contract.

Suggested Motion: Move to approve the contract with the North Dakota Department of Health.

DF/la
Enclosure

		NOTICE OF GRANT AWARD SFN 53771 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE	
G17.1068	Preventive Health and Health Services Block Grant	93.991	10/1/2018	9/30/2019	
FEDERAL AWARD DATE 8/31/2018	FEDERAL AWARDDING AGENCY Department Of Health And Human Services	FAIN NUMBER NB01OT009199	GRANT TYPE: PROGRAM or R&D Program		
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.					
TITLE OF PROJECT/PROGRAM North Dakota Chronic Disease Sub-contract Program		NDDoH PROJECT CODE 4531 HLH 3148 31			
GRANTEE NAME Fargo Cass Public Health	PROJECT DIRECTOR Janna Pastir				
ADDRESS 1240 25th Street South	ADDRESS 600 E. Boulevard Ave., Dept. 301				
CITY/STATE/ZIP Fargo, ND 58103-2367	CITY/STATE/ZIP Bismarck, ND 58505-0200				
CONTACT NAME Kim Lipetzky	CONTACT NAME Janna Pastir				
TELEPHONE NUMBER 701.241.8195	TELEPHONE NUMBER 701.328.2315				
EMAIL klipetzky@fargongov.gov	EMAIL jpastir@nd.gov				
Amount Awarded \$22,800		Grantee Cost Share \$0	Total Costs \$22,800		
Previous Funds Awarded \$0		Grantee Cost Share \$0	Total Costs \$0		
Total Funds Awarded \$22,800		Grantee Cost Share \$0	Total Costs \$22,800		
SCOPE OF SERVICE Grantee will continue and maintain the chronic disease prevention and control strategies and activities in accordance with the Grantee's work plan, Grantee's budget and grant guidance. Grantee will participate in monthly conference calls or as requested. Grantee will participate in program evaluation activities as requested by the Department.					
REPORTING REQUIREMENTS Grantee must submit monthly expenditure reports by the 30th of the following month. Progress reports are due by January 31 and May 31, 2019. Expenditure and progress reports for the period ending June 30, 2019 must be received by July 15, 2019. Final expenditure and progress report for the period ending September 30, 2019 must be received by October 31, 2019. Failure to participate in monthly conference calls (or as requested) or to provide expenditure and progress reports will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and progress reports.					
INDIRECT RATE (check one)		X Subrecipient waived indirect costs	De minimis rate of 10%		Negotiated/Approved rate of %
Funds may not be used for the purchase of food and/or beverages.					
SPECIAL CONDITIONS					
EVIDENCE OF GRANTEE'S ACCEPTANCE					
DATE <u>10/5/18</u>		SIGNATURE <u>[Signature]</u>		EVIDENCE OF NDDoH ACCEPTANCE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE Desi Fleming, Director of Public Health		DATE		SIGNATURE	
DATE		SIGNATURE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO		Janna Pastir, Director, Division of Health Promotion	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.					



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

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

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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 18, 2018

RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH
FOR TITLE X FAMILY PLANNING PROGRAM FOR \$134,859
CONTRACT NO. G17.954 CFDA 93.217

The attached contract with the North Dakota Department of Health for \$134,859 is for the Title X Family Planning Program services in the clinic.

No budget adjustment is necessary.

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

Suggested Motion:

Move to approve the contract with North Dakota Department of Health to provide services.

DF/LA
Enclosure



NOTICE OF GRANT AWARD SFN 53771 (1-2016)		NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE
G17.954	Family Planning - Services	93.217	9/1/2018
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	FAIN NUMBER	END DATE
8/27/2018	Department Of Health And Human Services	1FFHPA006341	3/31/2019
THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.			
TITLE OF PROJECT/PROGRAM			
Title X Family Planning Program			
GRANTEE NAME	NDDoH PROJECT CODE		
Fargo Cass Public Health	4561 HLH3119 01		
ADDRESS	PROJECT DIRECTOR		
1240 25th Street S	Cora Rabenberg		
CITY/STATE/ZIP	ADDRESS		
Fargo, ND 58103	600 E. Boulevard Ave., Dept. 301		
CONTACT NAME	CITY/STATE/ZIP		
Desi Fleming	Bismarck, ND 58505-0200		
TELEPHONE NUMBER	CONTACT NAME		
701.241.1360	Cora Rabenberg		
EMAIL	TELEPHONE NUMBER		
dfleming@fargond.gov	701.328.4535		
	EMAIL		
	crabenberg@nd.gov		
Amount Awarded	NDDoH Cost Share	Total Costs	
\$134,859	\$0	\$134,859	
Previous Funds Awarded	\$0	\$0	
Total Funds Awarded	\$134,859	\$134,859	
SCOPE OF SERVICE			
Grantee to provide Title X Family Planning voluntary comprehensive education, medical and counseling services to enable women and men to freely determine the number and spacing of their children. Grantee will provide services from the Fargo clinic and Correctional Center locations. Project must follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals as provided. Grantee will attend one face-to-face delegate director meeting.			
REPORTING REQUIREMENTS			
Grantee is required to operate within the approved FY2018-2019 budget. Monthly, quarterly, semi-annual and annual reports are to be submitted to the state office as outlined by the North Dakota Family Planning Program Policies, Procedures and Protocols. Failure to submit the required reports and to attend the one face-to-face delegate director meeting will result in the reevaluation of services and funding. Reimbursement will be processed upon Department approval of expenditures and reports. The expenditure report for the period ending March 31, 2019, must be received by April 15, 2019.			
INDIRECT RATE (check one)		De minimis rate of 10%	Negotiated/Approved rate of %
☒ X			
See Attachment A for further requirements.			
SPECIAL CONDITIONS			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only] Requirements received and (2) applicable State and Federal regulations.			
EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE	SIGNATURE	DATE	SIGNATURE
10/18/18	Desi Fleming		
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Desi Fleming, Director of Public Health		Colleen Pearce, Director, Division of Family Health and Nutrition	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	
If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



Fargo Inspections

City of Fargo
224 Fourth Street North
701-241-1561
fax 701-241-1526



Memorandum

DATE: October 18, 2018
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Administrator
SUBJECT: Dangerous Building Notice and Order at 703 10 Avenue N., Fargo, ND 58102

This is to notify you that the property owner of 703 10 Avenue N., Fargo, ND 58102, the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set December 3, 2018 as the time and date for the hearing regarding the dangerous building order for the structure at 703 10 Avenue N., Fargo, ND 58102.**

Fargo Inspections

City of Fargo
200 Third Street North
701-241-1561
701-476-6779 fax



NOTICE OF DANGEROUS BUILDING

TO: Philip H and Martha A Grotenhuis, 1502 16th St S, Fargo ND 58103 C/D Terry L and Linda S Tegtmeier, 16756 53rd St SE, Kindred ND 58051-9605

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings.
2. That the building with which this Notice is concerned is commonly known as 703 10th Ave N, Fargo, North Dakota, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Lot 12, Block 16, Chapins Addition, Additional legal description Wilsons SubD

(here in after referred to as "the building")

3. That an inspection was made of the building on 7/25/2018 by Bill Thompson, Building Inspector and Rental Housing Inspector, and on 7/25/2018 by Robert Harshberger, Deputy Assessor, of the City of Fargo.
4. That the building inspector for the City of Fargo has found the building, consisting of a multi-story, wood framed structure to be a Dangerous Building within the standards set forth in the Fargo Municipal Code, Article 21-04, Dangerous Buildings and IPMC Code 108.1.5 concerning Dangerous Structures.
5. This building has been found to be a Dangerous Building by the building inspector. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner, occupant, lessee, or mortgagee of this building and all other persons having an interest in said building as shown by the records of the register of deeds of the county of Cass. It is unlawful to remove this notice until such notice is complied with. Source: 1952 Rev. Ord. 21-0404.
6. That the owner of the building must demolish the building within 30 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

A. Robert Harshberger Deputy Assessor, of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration. Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

8. The building is unsafe and constitutes a public nuisance pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and Section 116 of the International Building Code as adopted by Article 21-0101 of the Fargo Municipal Code.

9. You are further given Notice that unless the building is demolished within the time period set forth herein, the City of Fargo will take such steps as are necessary to cause said building to be demolished pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings and the International Building Code and the owner will be assessed such costs as are provided for therein.

10. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2015 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 16th day of August 2018.

11. Order to secure building. The undersigned building official has determined that the building must remain secured. Therefore, it is hereby ordered that all means of entering the building remain secured to prevent unauthorized entrance. **An inspector will continue to verify compliance.** Failure to keep the building secured will result in the City of Fargo hiring an independent contractor to secure the building. All expenses for securing the building will be assessed against the property.

12. This Dangerous Building Notice takes precedence over previous notices regarding this building.

Dated this 16th day of August 2018.

A handwritten signature in black ink, appearing to read "Bruce Taralson", with a horizontal line underneath it.

Bruce Taralson
Inspections Administrator

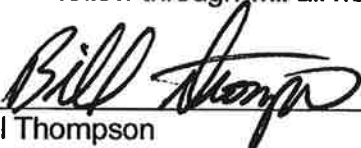
Conditions Found Statement

On 7/25/2018, Inspector, Bill Thompson, was present at 703 10th Ave N for a complaint inspection. The following violations were found:

- Building is structurally unsound.
- Many and various code violations.
- Work completed without necessary permits.
- Substandard workmanship.

To obtain a permit to repair, the following actions must be taken:

- Provide engineering on entire structure, mechanical, plumbing and electrical systems.
- Provide structural plans.
- Provide list of licensed trades with plans.
- Obtain a permit by the deadline given: 30 days from the date of this notice, and follow through with all necessary inspections.



Bill Thompson
Building Inspector
City of Fargo, ND



Date Signed

(12)

City of Fargo Staff Report			
Title:	Oakcreek Second Addition	Date:	6/14/17
		Update:	10/18/18
Location:	4496 and 4497 Oakcreek Drive	Staff Contact:	Aaron Nelson
Legal Description:	Lots 26 and 27, Block 1, of Oakcreek Addition		
Owner(s)/Applicant:	Brett Potas & the City of Fargo/City of Fargo	Engineer:	City of Fargo
Entitlements Requested:	Minor Subdivision (Replat of Lots 26 and 27, Block 1, of Oakcreek Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission: October 22, 2018		

Existing	Proposed
Land Use: Single-Family Residential & vacant	Land Use: No Change
Zoning: SR-2, Single-Dwelling Residential	Zoning: No Change
Uses Allowed: Allows detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No Change
Maximum Density Allowed: 5.4 units per acre	Maximum Density Allowed: No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Oakcreek Second Addition**, which is a replat of Lots 26 and 27, Block 1, of Oakcreek Addition. The subject properties are located at 4496 and 4497 Oakcreek Drive and encompasses approximately 1.49 acres.

The applicant is proposing the subdivision in order to facilitate a land-swap between the City of Fargo and a homeowner, which is necessary for flood protection purposes. The subject property is located adjacent to Rose Coulee (Drain #27), where recent flood protection projects have resulted in the construction of a levee across the City-owned portion of the subject property. The proposed plat would essentially relocate the shared lot line between the existing privately-owned lot and City-owned lot by replatting these two existing lots into two new lots.

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

Surrounding Land Uses and Zoning Districts:

- North: SR-2, Single-Dwelling Residential with single family residential use
- East: SR-2, Single-Dwelling Residential with park use
- South: AG, Agricultural with drain use
- West: SR-2, Single-Dwelling Residential with vacant land used for flood protection

Area Plans:

No area plans apply.

Schools and Parks:

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

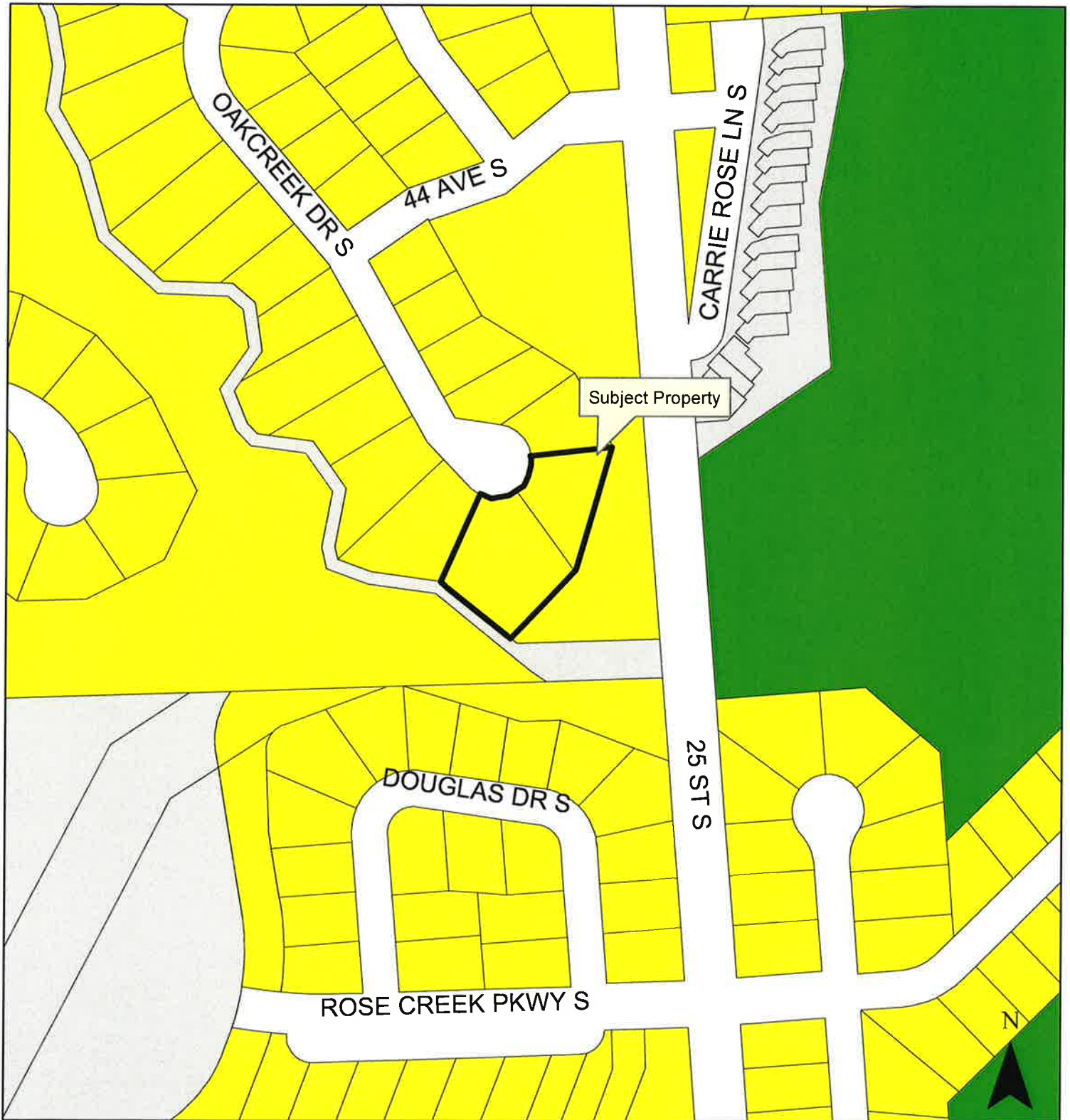
Parks: The subject properties abut Oak Creek Park (4403 25th Street S) where multipurpose field and shelter amenities are provided.

Pedestrian / Bicycle: There is an off-road bike facility located along 25th Street South. This bike facility is a component of the metro area bikeways system.
Staff Analysis:
Minor Subdivision
The LDC stipulates that the following criteria is met before a minor plat can be approved:
1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. The subdivision is intended to adjust the location of the shared lot line between two lots in association with flood protection projects. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. (Criteria Satisfied)
2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision. While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)
Planning Commission Recommendation: July 6, 2017
On July 6, 2017, by a vote of 8-0 with two commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff recommend approval to the City Commission of the proposed subdivision plat, Oakcreek Second Addition, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.
Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, Oakcreek Second Addition, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code".
Attachments:
1. Zoning Map 2. Location Map 3. Preliminary Plat

Plat (Minor)

Oakcreek Second Addition

4496 & 4497 Oakcreek Drive South



Legend

AG	DMU	LC	MHP	SP
DGC	MR-1	NC	NO	SR-2
GO	MR-2	P/I	UMI	SR-3
	MR-3			SR-4
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				SR-100

300 Feet



Plat (Minor)

Oakcreek Second Addition

4496 & 4497 Oakcreek Drive South



13

MEMORANDUM

DATE: October 18, 2018

TO: City Commission

FROM: Maegin Elshaug, Planning Coordinator
Nicole Crutchfield, Director of Planning and Development *NC*

RE: Certified Local Government Grants

In June of 2018, the City Commission approved \$6950 from the State Historical Society of North Dakota for a 2018 Certified Local Government (CLG) grant. Additional funding was requested and awarded from the State Historical Society of North Dakota for \$5,205, grant number 38-18-161422-27.

The funds will be used in order to complete our tasks for the Jefferson Historic Overlay District. The funds are intended to be used for administrative funds to support its ongoing work, as it relates to the Histories Overlay Districts within the City of Fargo.

The additional funding will be used to complete the Jefferson Historic Overlay within the Jefferson Neighborhood, whose homes were built in the late 1800s and early 1900s. The overlay will help to preserve the historic nature of the neighborhood as well as the homes.

Recommended Action: Accept the additional 2018 CLG grant award to the City of Fargo from the State Historical Society of North Dakota.

**FARGO POLICE DEPARTMENT**

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

October 13th, 2018

(14)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Emergency Services FY 2018 State Homeland Security Grant (CFDA# 97.067)

Dear commissioners:

The Fargo Police Department has been awarded a grant from the North Dakota Department of Emergency Services (NDDes) in the amount of \$62,217.00. There is no requirement for the City of Fargo to match any of the grant funding provided.

The Fargo Police Department/Red River Valley SWAT team has been awarded grant funding for the purchase of updated ballistic helmets. New ballistic helmets will sustain our existing regional team's core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by allowing tactical operators to utilize respiratory protection and night vision for longer periods of time. Recovery and response efforts will be conducted more safely and quickly than our current capability, which may result in the prevention of further attacks or harm to the regional community.

Our applicant for the grant signed and accepted the award without knowledge of the city policy requiring City Commission approval prior to accepting the award. Attached is the signed copy of the award. This does not obligate us to spend the funding and if the City Commission does not approve acceptance of this grant we will notify the NDDes that they can distribute the funds elsewhere.

The NDDes has accepted the signed award and they do not require a new document to be signed.

Recommended Motion:

Approve acceptance of the North Dakota Department of Emergency Services Grant Award in the amount of \$62,217 and adjust the Police Department's 2018 budget line item as follows:

- Account # 101-5045-411-74-10, Project Code PDES08 – in the amount of \$62,217
(The associated revenue account is 101-0000-331-14-50)

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,

A handwritten signature in black ink, appearing to read "David Todd".

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

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

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

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

NON EMERGENCY
Phone: 701-235-4493

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 NOTICE OF GRANT AWARD	ND DHS Director: Cody Schulz PO Box 5511 Bismarck, ND 58506-5511 Recipient Contact Name: Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 18 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2018-SS-00008	Federal Award Date: September 1, 2018
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	Federal Award to NDDES: \$3,980,000.00

Subrecipient Name and Address: Fargo Police Department 222 4th Street N Fargo, ND 58102 Subrecipient Contact Name: Michael Sanden Telephone: 701-526-8081 Subrecipient DUNS Number: 176384915		Grant Number S# 156	County/Tribe Cass	Performance Period From: September 13, 2018 Through: December 31, 2019
Financial Information Amount of Financial Assistance	Grant Amount \$62,217.00	Subrecipient Cost Share	Total Project Cost \$62,217.00	
All Grant Award payments are processed upon receipt of expenditure reports unless otherwise specified in Special Conditions.				
Scope of Service: The intent of NDDES in providing this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the Guidance for this grant program and in accordance with the subrecipient's application. This award is limited to the approved budget located online in DES Grants.				
Reporting Requirements: Project Status Reports on project must be submitted to NDDES on a quarterly basis through the NDDES Grants Management Software. Reports are due January 15, April 15, July 15 and October 15 for the life of the grant. A final report is due with the final reimbursement request.				
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.				
This award is subject to the terms and conditions incorporated either directly or by reference in the following: 1) Fiscal Requirement and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm 2) Applicable Federal and State laws and regulations 3) The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Federal/State Notice of Funding Opportunity for this grant program.				
This contract is not effective until fully executed by both parties. By signing below you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.				
Evidence of Subrecipient's Acceptance		Evidence of DES Approval		
Signature 	Date 10/4/18	Signature 	Date: 9/13/2018	
Typed Name and Title of Authorized Representative Michael SANDEN		Typed Name and Title of Authorized Representative Cody Schulz Director		

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document has been signed and uploaded to the online DES Grants software program.
2. This award document constitutes the operative document obligating and reserving the Federal funds for use by the sub-recipient in execution of the award. The sub-recipient should affirm its timely utilization of the award by signing the award document within 7 days from the date of the award.
3. The sub-recipient will follow their approved cost lines and will request prior written approval from NDDDES for any budget revisions. Budget revisions will only be allowed for items or services already on the approved budget (increase/decrease in quantity or cost).
4. The sub-recipient shall be reimbursed only upon receipt of a Reimbursement Request with supporting documentation (i.e., invoices and proof of payment, quotes) for the allowable equipment, planning, training, and exercise items. Request must be submitted online through the DES Grants software program.
5. Any deviation of the Scope of Service and expenditure of funds on items not in the approved cost lines, without prior written NDDDES approval, will result in grant funds requested being denied.
6. At the conclusion of the period of performance, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES to reallocate and/or expend the de-obligated funds on program costs.
7. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (CFR) Part 200.
8. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
9. Sub-recipient must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on the Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA.


Initial

**FARGO POLICE DEPARTMENT**

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

October 12th, 2018

(15)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of Walmart Community Grant

Dear Commissioners:

The Walmart Community Grant Program provides grants to local organizations, to include "a recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes."

The Fargo Police Department was recently awarded a grant of \$500.00 from the Fargo Walmart to assist our Community Trust Officers with the expenses related to their community outreach programs.

The Community Trust Officers conduct various outreach events throughout the year, to include: Cocoa with a Cop, Cool Off with a Cop and Fargo United. These events all have the goal of building trust between the community and law enforcement, opening lines of communication, and strengthening the community.

The grant funds would be used to support the outreach program's costs, including food, portable toilet rentals, venue rentals, entertainment (bouncy houses, dunk tanks, games), etc.

There is no local match requirement for this grant.

Recommended Motion:

Acceptance of the Walmart Community Grant Program Award of \$500.00 to the Fargo Police Department. Adjust the Police Department 2018 budget 101-5025-411-38-99 by \$500.00.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

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

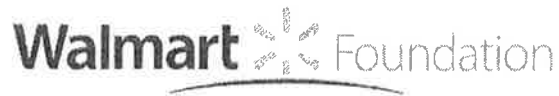
David Todd
Chief of Police

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

INVESTIGATIONS
Phone: 701-241-1405
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RECORDS
Phone: 701-241-1420
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NON EMERGENCY
Phone: 701-235-4493



[Our Focus](#) [Apply For Grants](#) [Associate Scholarships](#) [Our Volunteers](#) [International Giving](#)

Community Grant Program

Your Submitted Application

The application you previously submitted appears below. No further changes may be made to this application. Click here to [return to the Welcome page](#).

Contact Information

* First Name	Matt
* Last Name	Niemeyer
* Contact Title	Community Trust Officer
* Address	222 4th St N
* City	Fargo
* State	North Dakota
* Zip	58102
* Telephone	701-715-0936
* E-mail Address	mniemeyer@fargond.gov
* Contact Type	Primary Contact

Program Information

Grant Type	Local Community Contribution
* Program Name	Fargo Police Dept Community Trust Program
* Requested Grant Amount	\$5,000.00
* International Funding	No
* Focus Area	Diversity and Inclusion

You have selected: Diversity and Inclusion

*\$5,000 was
Applied For.
\$500 was
GRANTED.*

Agreement

* MOU Applicant's Name	David Todd
* MOU Applicant's Title	Chief of Police
* Acknowledgement of Terms and Conditions	AGREE

[Need Support?](#)

Community Grant Program

Walmart believes in operating globally and giving back locally – creating impact in the neighborhoods where we live and work.

Community Giving Program Links

Through the Community Grant Program, our associates are proud to support the needs of their communities by providing grants to local organizations.

Before applying, please note:

- The 2018 grant cycle begins **Feb. 1, 2018** and the application deadline to apply is **Dec. 31, 2018**.
- Application may be submitted at any time during this funding cycle. Please note that applications will only remain pending in our system for 90 days.
- Awarded grants range from **\$250 to \$5,000**.

Organizations applying must meet one of the following criteria:

- An organization holding a current tax-exempt status under Section 501(c)(3) or (19) of the Internal Revenue Code, listed in the IRS Master File that conduct activities in the United States.
- A recognized government entity: state, county, or city agency, including law enforcement or fire departments, that are requesting funds exclusively for public purposes;
- A K-12 public or private school, charter school, community/junior college, state/private college or university; or

- A church or other faith-based organization with a proposed project that benefits the community at large such as food pantries, soup kitchens, clothing closets, etc.
-
- All organizations must verify that they meet the eligibility requirements. This may require submitting a support ticket through Cybergrants.
 - Applications must be completed in full and submitted online to be considered.
 - Submitting an online application does not guarantee funding.
 - The facility manager and the grant administrator reserve the right to adjust the amount awarded to each organization without prior notice.



WELLS FARGO BANK, N.A.
CHARLOTTE, NC 28288-0013

66-156
531

702 S.W. 8th St. BENTONVILLE, ARKANSAS 72716

Page 103

SEQ: 0927463

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CHECK NUMBER
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2320941

PAY
FIVE HUNDRED DOLLARS AND NO CENTS

DOLLARS	CENTS
*****	500.00
NET AMOUNT OF CHECK	

TO THE ORDER OF
FARGO POLICE DEPARTMENT
WALMART# 8172
222 4TH ST N
FARGO ND 58102

WALMART INC.

[Signature]

Executive Vice President and Treasurer

"THIS DOCUMENT CONTAINS A COLORED BACKGROUND ON FACE - AND ARTIFICIAL WATERMARK ON BACK - HOLD AT AN ANGLE TO VIEW."

⑈ 2320941 ⑈ ⑆053101561⑆ 2079900136854 ⑈

IN PAYMENT
OF INVOICES TO

*** Walmart ***
702 S.W. 8th ST.
BENTONVILLE, AR 72716

*** INCLUDES**

AIDCO
SAM'S CLUB
BUD'S OUTLET STORES
CMAAUSA
NORTH ARKANSAS WHOLESALE CO., INC.
BEAVER LAKE AVIATION, INC.
PHILLIPS COMPANIES, INC.
WAL-MART PHARMACY OF MICHIGAN, INC.
WAL-MART PUERTO RICO, INC.

DATE			INVOICE NUMBER		STORE NUMBER	DOCUMENT NUMBER	TYPE CODE*	GROSS AMOUNT	DISCOUNTS/ALLOWANCES	NET AMOUNT
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STATEMENT OF REMITTANCE										
/9999999975			OTV-WMF-Giving-Non-Emergency					500.00	0.00	500.00
VENDOR NO.							TOTAL			

* VENDOR: Deduction codes are described on the reverse side of this statement.

COPY

**PUBLIC WORKS
OPERATIONS**

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

October 22, 2018

16

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

RE: 2019 Resolution Prescribing Forestry Utility Rates

Commissioners:

Please find the attached amended resolution prescribing the forestry utility services rate change that was approved in the Mayor's 2019 budget. The resolution increases the commercial fee only to \$14.00 per month, effective January 1, 2019. Current rate is \$5.50 per month. Fees collected provide the resources needed to continue forestry department programs currently in place including curbside brush chipping, residential tree planting, Dutch Elm Disease management, ash diversification, pruning, and land development code street tree enforcement.

Background:

Utilizing the services of KJ under the Public Works Master Services Agreement, a Forestry Utility Growth Plan and Rate Analysis was completed in early 2018. As the city continues to grow so does the need for future planning. Forestry service areas are set to increase significantly within the next 15 years with reconstruction projects, new plantings, downtown revitalization, medians and planting beds, LDC street tree requirements, in-fill, EAB preparation, pruning goals, wood waste utilization/management, and a continuous rise in street tree population.

Through the analysis it was determined that commercial properties are under paying relative to the services they are receiving. Commercial properties have nearly 23% of the total tree population, but pay just 12% of the forestry revenue whereas residential properties have approximately 68%, and pay 72%.

RECOMMENDED MOTION: Move to approve the attached resolution prescribing the commercial forestry utility rate increase effective January 1, 2019.

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Commission rate resolution 2019.doc

RESOLUTION PRESCRIBING FORESTRY RATES

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, pursuant to the provisions of Section 19-0104 of the Fargo Municipal Code of the City as amended, that until otherwise provided by resolution amendatory hereof or supplemental hereto, the following rates and charges shall be effective for all bills prepared after January 1, 2019.

1. **Residential units shall be \$4.00 per unit per month.**
2. **Apartments shall be billed according to the following schedule:**

<u>No. of Units</u>	<u>Rate</u>
0 - 1	\$5.50
2 - 4	\$7.84
5 - 12	\$10.62
13 - 20	\$13.26
21 - 28	\$16.00
29 - 36	\$18.67
37 - 54	\$21.61
55 - 71	\$24.89
72 - 250	\$28.64
251 and up	\$32.94

3. **Mobile Trailer Court shall be billed at the rate of \$5.50 per month together with an additional \$1.19 per unit per month.**
4. **Commercial units shall be \$14.00 per month**



(17)

PUBLIC WORKS/OPERATIONS

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

October 15, 2018

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

RE: RFP for (2) Motorgraders with Wing's RFP18301

Commissioners:

On October 12th, 2018, proposals were received for two (2) Motor graders with Wing's. Three proposals were submitted by two separate vendors.

The results were as follows:

<u>Firm</u>	<u>Price Each</u>
Butler Machinery 12M3 AWD	\$259,000.00
RDO Equipment 672GP	\$269,500.00

The review committee, consisting of Ben Dow, Allan Erickson and Tanner Smedshammer, determined that two proposals were compliant and one RDO proposal was not compliant. One vendor met all required specifications and had the lowest proposed price. The 2018 Replacement Funds account will fulfill one complete unit. A 5-year lease quote was also requested from the low cost proposer. Five equal payments of \$55,930.00 was submitted from CapFirst Equipment Finance, Inc. Funding for this unit is included in the 2019 Street and Sewers Department rental Budget.

Our recommendation is to, purchase one/lease one, based on the proposal from Butler Machinery.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) Motor graders and Wing's from Butler Machinery.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

Request for Proposals (RFP)
Motorgrader RFP Results
 10/12/18

Proposal Evaluation Summary

	RDO Equip	RDO Equip	Butler Machinery
Body Manf	John Deere	John Deere	Caterpillar
Model	672G	672GP	12M3 AWD
	<i>Hand Control</i>		
Grader	\$244,400.00	\$256,000.00	\$245,499.00
Falls Wing	\$13,500.00	\$13,500.00	\$13,501.00
	<i>Does Not Meet Spec</i>		
Delivery	75 days	75 days	Jan. 4th 2019
Total	\$257,900.00	\$269,500.00	\$259,000.00
5 year equal lease payments	\$57,250.96	\$59,820.33	\$55,930.00
Total Lease	\$286,254.80	\$299,101.65	\$279,650.00

18

October 22, 2018

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

RE: Project WW1705
Meter Vault Installation Agreement with West Fargo

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.

Recently, 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). Wastewater Utility staff and their consultant contemplated 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. Below are other advantages to include the point of connection/meter vault as a change order to the West Fargo/Dakota Underground contract:

- One contractor responsible for start-up, testing and warranty items.
- One contractor responsible for road maintenance and repairs.
- Eliminate a three month bidding process (advertising, contracts, ordering materials etc.).
- Have a consistent completion date for both projects.
- Earlier date to start treating West Fargo wastewater.
- Exhibits that Fargo is making every effort to accept wastewater when West Fargo is ready.

Dakota Underground provided a change order amount of \$822,770 to include the meter vault installation in conjunction with the West Fargo force main. This amount is in line the engineers estimate provided by Advanced Engineering. Fargo/West Fargo legal counsel have provided the appropriate documents to formalize this agreement, and placed on the respective commission agendas. The agreement spells out contractual, payment and ownership details & responsibilities.

The West Fargo force main installation and connection to the meter vault is to be completed by May 2019. The installation cost of the meter vault structure was included in the 2018 Wastewater Infrastructure Rate Fund 521 3065.

Recommended Motion

Wastewater Utility staff recommend approval of the Meter Vault Installation Agreement between Fargo and West Fargo.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

AGREEMENT

Meter Vault Installation

THIS AGREEMENT (this "Agreement") is made and entered into this ____ day of _____, 2018 (the "Effective Date"), by and between the City of Fargo, a North Dakota municipal corporation ("Fargo"), and the City of West Fargo, a North Dakota municipal corporation ("West Fargo").

WHEREAS, Fargo and West Fargo entered into a Sewer Agreement effective July 1, 2017, by which the parties agreed to arrangements for installation of sewer infrastructure that would permit the transportation of sewage from West Fargo to Fargo, among other things; and

WHEREAS, West Fargo has solicited bids for construction and installation of a sewer force main to a point of connection at or near 19th Avenue North and 57th Street (the "Point of Connection") and West Fargo has entered into a contract for such construction and installation with Dakota Underground Company (the "Construction Contract"); and

WHEREAS, Fargo has requested that West Fargo undertake a change order to the Construction Contract by which Dakota Underground Company will install a meter vault and associated appurtenances, said meter vault and associated appurtenances to be located on the east side of the Point of Connection with Fargo taking full responsibility for all costs associated with said change order, and West Fargo is willing to honor said request; and

WHEREAS, the parties desire to memorialize the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is hereby agreed by and between the parties as follows:

1. At Fargo's request, and subject to the terms and conditions hereof and to the consent by Dakota Underground Company, West Fargo will enter into an amendment to the Construction Contract by way of approving Change Order No. 2 to said Construction Contract. A copy of Change Order No. 2 is attached as **Exhibit A**, the terms of which are incorporated herein by reference, with Change Order No. 2 calling for the installation of a meter vault and associated appurtenances.
2. Fargo grants to West Fargo and its agents, representatives, employees, and contractor, Dakota Underground Company, the right in, on, over, under, across, and through such land and lands at the construction site of the meter vault and associated appurtenances, a depiction of said lands is attached as **Exhibit B**, for the following purposes: constructing and installing the meter vault and associated appurtenances, and other related improvements; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies; removing obstructions and any other vegetation, structures, or obstacles from the land described in **Exhibit B**; and the right to perform any other work

necessary and incident to the construction and installation of the meter vault and associated appurtenances.

3. Fargo is responsible for all costs associated with Change Order No. 2, including direct and indirect construction costs paid to Dakota Underground Company, and reasonably allocated engineering or other consulting fees and or legal expenses incurred by West Fargo that are generated in order to undertake Change Order No. 2 for construction and installation of the meter vault and associated appurtenances. West Fargo will separate and deliver invoices related to Change Order No. 2 to Fargo. Fargo is then responsible for paying the invoices as provided under the Sewer Agreement, dated July 1, 2017. In the event additional change orders are required to complete construction and installation of the meter vault and associated appurtenances, West Fargo agrees to communicate and cooperate with Fargo regarding the need for the change order and the respective costs associated with the change order.
4. Dakota Underground Company has executed this Agreement solely for the purpose of indicating its consent to this Agreement between the Cities of Fargo and West Fargo and to the assignment by West Fargo to Fargo of any and all warranties associated with the construction and installation of the said meter vault and associated appurtenances pursuant to Change Order No. 2.
5. With respect to Change Order No. 2, West Fargo will obtain from Dakota Underground Company assurance that upon completion of construction and installation of the meter vault and associated appurtenances, Dakota Underground Company will accept and consent to the assignment of any warranties or other commitments from West Fargo to Fargo.
6. Upon completion of the construction and installation under Change Order No. 2, Fargo will assume ownership, operation, maintenance, improvement, reconstruction, and removal of the meter vault and associated appurtenances, at its sole cost and expense. West Fargo will not have any responsibility for ownership, operation, maintenance, improvement, reconstruction, or removal of the meter vault or associated appurtenances upon completion of the construction and installation under Change Order No. 2.
7. The parties are individually responsible for maintaining insurance as required by the Sewer Agreement, dated July 1, 2017.
8. This Agreement is not to be construed as a joint powers agreement. The parties will be individually liable as provided under N.D.C.C. Chapter 32-12.1. The parties' liability will not exceed an amount that is more than the limitations upon liability imposed by N.D.C.C. Chapter 32-12.1. Under no circumstances will either Fargo or West Fargo, regardless of whether it may have waived the limit on liability set forth in Chapter 32-12.1 of the N.D.C.C., be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. Chapter 32-12.1 applicable to any one (1) party. The limits of liability for Fargo and West Fargo may not be added together to determine the maximum amount of liability for each party.

9. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of the other party shall not affect or impair any right arising from any subsequent default.
10. Fargo and West Fargo hereby indemnify and hold the other harmless from any and all claims arising out of the construction and installation of the meter vault and associated appurtenances. Said indemnification will include, *inter alia*, attorney's fees, damages, whether punitive, economic, or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against either Fargo or West Fargo arising out of its own negligence or intentional acts, or those of its officers, employees, agents, or representatives. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
11. Both Fargo and West Fargo will be responsible for damages to or loss of its own equipment. Both parties waive the right to sue the other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other party or its officers, employees, agents, or representatives.
12. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause phrase, and word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
13. This Agreement will terminate upon completion of construction and installation of the meter vault and associated appurtenances or upon a date that is one (1) year from the Effective Date first written above, whichever occurs first. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party of the intent to terminate.
14. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

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

[Signatures contained on the following pages.]

FARGO:

CITY OF FARGO, NORTH DAKOTA,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney, Mayor

ATTEST:

Steven Sprague, City Auditor

[Signatures continue on the following pages.]

WEST FARGO:

CITY OF WEST FARGO, NORTH
DAKOTA, a North Dakota municipal
corporation

By: _____
Bernie L. Dardis, President of the
Board of City Commissioners

ATTEST:

Tina Fisk, City Auditor

[Signatures continue on the following page.]

THIS AGREEMENT ACKNOWLEDGED
AND CONSENTED TO BY:

DAKOTA UNDERGROUND COMPANY,
a North Dakota Corporation

By: _____

Its: _____

EXHIBIT A
CHANGE ORDER No. 2

Change Order No. 2

Date of Issuance: <u>10/10/2018</u>	Effective Date: <u>10/22/2018</u>
Owner: <u>City of West Fargo</u>	Owner's Contract No.: <u>District No. 1308</u>
Contractor: <u>Dakota Underground Company</u>	Contractor's Project No.: _____
Engineer: <u>Moore Engineering, Inc.</u>	Engineer's Project No.: <u>19228</u>
Project: <u>Connection to Fargo Wastewater System</u>	Contract Name: <u>Sewer Improvement Project No. 1308</u>

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

Description: Addition of meter vault and incidentals required to connect the West Fargo force main to the City of Fargo wastewater system.

Attachments: Exhibit A, Exhibit B, Dakota Underground "Change Order Proposal for West Fargo Wastewater Meter Connection", Plans and Specifications Titled "West Fargo Wastewater Meter Connection" dated October 5, 2018.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price \$ <u>4,664,455.00</u>	Original Contract Times: Substantial Completion: <u>November 1, 2018</u> Ready for Final Payment: <u>November 15, 2018</u>
Increase from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ <u>3,251.00</u>	Increase from previously approved Change: Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>59 Days</u> Ready for Final Payment: <u>59 Days</u>
Contract Price prior to this Change Order: \$ <u>4,667,706.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 30, 2018</u> Ready for Final Payment: <u>January 13, 2019</u>
Increase of this Change Order: \$ <u>822,770.00</u>	Increase of this Change Order: Substantial Completion: <u>May 1, 2019</u> Ready for Final Payment: <u>May 15, 2019</u>
Contract Price Incorporating this Change Order: \$ <u>5,490,476.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2019</u> Ready for Final Payment: <u>September 1, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title: _____	Title: <u>PRESIDENT</u>	Title: _____
Date: _____	Date: _____	Date: <u>10-11-18</u>	Date: _____

EXHIBIT A
CHANGE ORDER NO. 2

DESCRIPTION OF CHANGES				Decrease in	Increase in
Item No. & Description	Unit	Quantity	Bid Unit Price	Contract Price	Contract Price
31. Mobilization, Insurance & Bonding	LS	1	\$50,000.00		\$50,000.00
32. Connection to Existing 24" Force Main	EA	2	\$2,500.00		\$5,000.00
33. 24" C900 & DIP Piping and Incidentals	LF	110	\$615.00		\$67,650.00
34. Meter Vault	LS	1	\$426,000.00		\$426,000.00
35. 36" SDR 26 PVC and CL150 DI Gravity Sewer	LF	265	\$223.00		\$59,095.00
36. 36" SDR 26 PVC Gravity Sewer w/GB	LF	70	\$285.00		\$19,950.00
37. Pipe Insulation	LF	100	\$47.00		\$4,700.00
38. 84" Sanitary Sewer Manhole	EA	2	\$21,000.00		\$42,000.00
39. Removal of Existing 72" Manhole	EA	1	\$2,500.00		\$2,500.00
40. 16" Existing Watermain Lowering and Extension	LS	1	\$16,000.00		\$16,000.00
41. Gravel Access Road	SY	250	\$32.00		\$8,000.00
42. Asphalt Surface	SY	385	\$75.00		\$28,875.00
43. Topsoil Strip and Spread	LS	1	\$5,000.00		\$5,000.00
44. Erosion Control	LS	1	\$1,500.00		\$1,500.00
45. Traffic Control	LS	1	\$3,500.00		\$3,500.00
46. Seeding and Restoration	LS	1	\$10,000.00		\$10,000.00
47. Electrical	LS	1	\$73,000.00		\$73,000.00

TOTALS	\$0.00	\$822,770.00
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NET CHANGE IN CONTRACT PRICE	\$822,770.00
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JUSTIFICATION:

31-47 New pay items for construction of West Fargo Wastewater Meter Connection.

Time

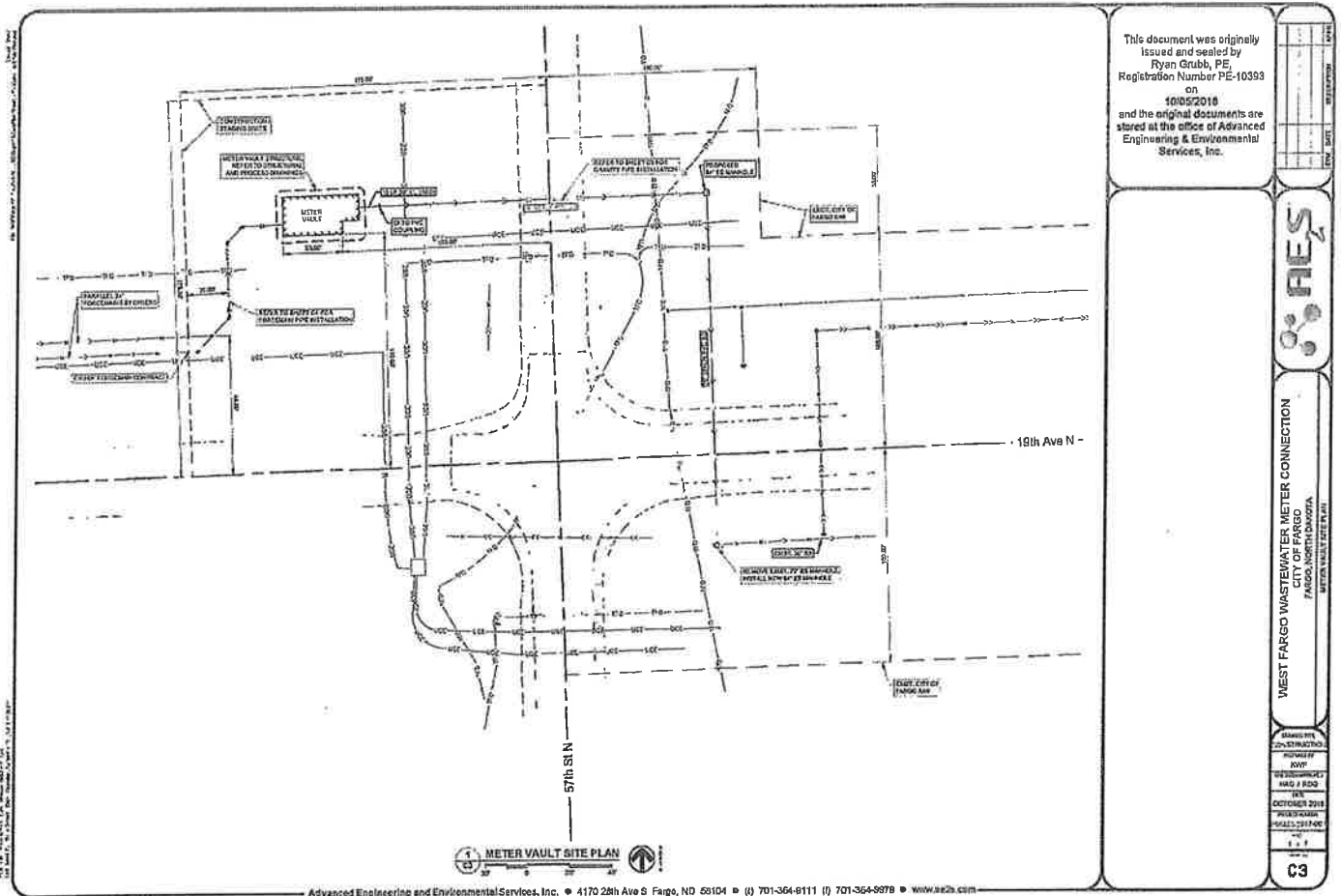
EXHIBIT B
CHANGE ORDER NO. 2

SPECIAL CONDITIONS

1. Substantial completion date for Change Order No. 2 work is May 1, 2019. All work for Change Order No. 2 will be ready for final payment by September 1, 2019. All work outside of Change Order No. 2 to be substantially completed by December 30, 2018 in accordance with the conditions in Change Order No. 1.

2. All work in this Change Order No. 2 to be in accordance with the Technical Specifications and Plans prepared by Advanced Engineering and Environmental Services dated October 5, 2018.

EXHIBIT B
MAP OF THE CONSTRUCTION SITE





19

PUBLIC WORKS/OPERATIONS

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

October 18, 2018

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

RE: 2018 Articulating Utility Tractor (PBCT652)

Commissioners:

A cost evaluation process was started in September for the purchase of a new Articulating Utility Tractor unit. Multiple vendors were contacted and evaluated. It was determined that utilizing a purchasing consortium was the best solution for the purchase. The Minnesota State Purchasing contract T-652(5) / 130903 (Municipal Tractors) meets all of the City of Fargo purchasing guidelines.

The results were as follows:

<u>Firm</u>	<u>Price</u>
Cushman Motor Company	\$149,458.00

The review committee, consisting of Ben Dow, Allan Erickson, and Tanner Smedshammer, determined that the proposal was compliant. A proposal is attached for your clarification and consideration. An optional Broom with water kit for the amount of \$14,236.00 will be added to the base proposal to improve the Street Department's operations.

Our recommendation is to purchase from Cushman Motor Company using the Minnesota State Buying contract. Funding for this project is included in the 2018 Street Department Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Articulating Utility Tractor from Cushman Motor Company for the amount of \$163,694.00.

Respectfully Submitted,

Tanner Smedshammer
Fleet Management Specialist

**CUSHMAN PROPOSAL PREPARED FOR
CITY OF FARGO
402 23rd St. N.
Fargo, ND 58102
Minnesota State Contract #130903**

**Cushman Motor Company, Inc.
2909 East Franklin Ave.
Minneapolis, MN 55406
Fax 612-333-5903
Phone 612-333-3487**

Date 10/15/18

We are pleased to submit the following quotation:

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
1	HOLDER C70 MUNICIPAL TRACTOR	
	• 65 HP Kubota diesel engine, TIER 4 Final	
	• Power Drive System	
	• 4-Wheel drive, w/Locking Differentials	
	• Heated Windshield, Mirrors, Seat	
	• Load Sensing PTO System	
	• Air Conditioning	
	• High Flow Hydraulics	\$116,995
1	154395, Mid-Mounted Cab Brackets (lowers cab 1.6")	\$366
1	154116, Flat Roof (lowers tractor cab 2" from standard roof)	\$404
1	WT450, REAR COUNTER WEIGHT	\$1,095
1	PFO-060-01, V-BLADE 60" (Folding)	\$6,770
1	BCD-051-03, SNOW BLOWER 51", Ribbon Style	\$20,986
1	EWT-01, Electro-Hydraulic implement load relief (Weight Transfer)	\$1,292
1	LBS-HAL, Light Bar w/Protectors	\$550
1	SCD-059, BROOM, HYD. DRIVE	\$10,337
1	WTA-175, WATER TANK 175 GALLAN	\$3,899
8	Set-up/Installation (per state contracts)	<u>\$1,000</u>
	WARRANTY: TWO YEARS OR 1500 HOURS	
	MN State Contract Pricing	\$163,694

Delivery to Fargo included.

**Thank you for your consideration
Submitted by
Steve Scanlan**

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
 Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: T-652(5)

DATE: SEPTEMBER 1, 2018

PRODUCT/SERVICE: MUNICIPAL TRACTORS

CONTRACT PERIOD: SEPTEMBER 1, 2017 THROUGH AUGUST 31, 2019

EXTENSION OPTIONS: UP TO 36 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): LUANN OLSON

PHONE: 651.201.2447

E-MAIL: luann.olson@state.mn.us

WEB SITE: www.mmd.admin.state.mn.us

NOTIFICATION OF MULTIPLE AWARDS

THIS RELEASE CONTAINS MULTIPLE AWARDS FOR SIMILAR OR LIKE ITEMS. STATE AGENCIES AND CPV MEMBERS SHOULD REVIEW AND COMPARE ALL MULTIPLE AWARD CONTRACT VENDORS IN ORDER TO ENSURE THE BEST VALUE FOR THEIR POTENTIAL PURCHASE. FACTORS SUCH AS, BUT NOT LIMITED TO, COST, EQUIPMENT WARRANTY TERMS, VENDOR LOCATION, DELIVERY LEAD TIMES, AVAILABLE SUBSTITUTES, SELECTED OPTIONS AND CURRENT FLEET AND EQUIPMENT OR PARTS INVENTORY LEVELS ALL MAY CONTRIBUTE TO THE TOTAL COST/VALUE OF AN INDIVIDUAL PURCHASE. MULTIPLE VENDORS MAY BE ABLE TO SATISFY THE REQUIREMENTS OF THE PURCHASER AND THEREFORE IT IS IMPORTANT FOR THE PURCHASER TO REVIEW ALL CONTRACTS AND CONTRACT PRICES BEFORE EXECUTING AN ORDER.

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
ABM EQUIPMENT AND SUPPLY 333 2 nd Street NE Hopkins, MN 55343 VENDOR NO.: 0000281821-001	130909 CONTACT: Scott Reiersen EMAIL: scottr@abm-highway.com	NET 30 PHONE: 952.938.5451 FAX: 952.938.0159	5-150 DAYS ARO
CUSHMAN MOTOR CO., INC. 2909 E Franklin Ave. Minneapolis, MN 55406 VENDOR NO.: 0000194527-001	130903 CONTACT: Tim Commers EMAIL: tim.commers@cushmanmotorco.com	NET 30 PHONE: 612.333.3487 FAX: 612.333.5903	45 DAYS ARO
EQUIPMENT DISTRIBUTION 6330 Tall Pines Road NE Bemidji, MN 56601 VENDOR NO.: 0000280398-001	130908 CONTACT: Karl Swanson EMAIL: aebiguy@edmaebi.com	NET 30 PHONE: 218.759.8932 FAX: 218.759.8925	120 DAYS ARO



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

(20)

October 22, 2018

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

Dear Commissioners:

Summary

The City of Fargo Transit Department is requesting commission approval to publish a Request for Qualifications (RFQ) for the Ground Transportation Center (GTC) design build. The RFQ outlines several improvements identified in our facility study being completed by KLJ. The intent is the project will be completed in the next twelve to eighteen months.

Funding:

Funding for this project will come from several sources. The Jefferson ticketing/storage area task will be funded by a grant from NDDOT that was issued to Jefferson Lines. The remaining tasks will be funded through other grants from NDDOT and FTA which already had local share approved by commission. Additional tasks will be completed as more funding becomes available and commission approve the local share.

The requested motion is to authorize staff to put out a Request for Qualifications to renovate/rehab the GTC, pending approval by the State of North Dakota Transit Division.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew G. Peterson".

Matthew G. Peterson
Assistant Transit Director
/enc

Attachment A

For Schedule Information: 701-232-7500



Metropolitan Area Transit

650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

(21)

October 22, 2018

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

Dear Commissioners:

The City of Fargo Transit Department (MATBUS) received a request from Jefferson Lines to rent space at our Ground Transportation Center (GTC). Jefferson Lines is currently located in West Fargo, out by the fair grounds. Their current location does not have access to the MATBUS system. It would better serve Jefferson and MATBUS passengers to have access to both the intercity and interstate transit systems in the same building.

We are currently undergoing a transit facilities study for all transit locations, which makes this an ideal time to discuss a potential partnership. Jefferson would have no more than two vehicles at our facility at any one time and would employ their own staff to sell tickets and assist their passengers. They would also need to have their own office space in the GTC. Jefferson received a grant from NDDOT for \$125,000, or \$150,000 with their local match, which would be used to construct office space for them. Our consultant, KLJ, is working on incorporating them into our long-term design (attached idea). Jefferson would like to be located at the GTC sometime in the first quarter of 2019 (January – March timeframe).

This request was approved by City of Fargo Finance Committee on September 17, 2018.

Recommended motion is to approve staff to receive commercial appraisals for the space at GTC and being working on a draft lease agreement to submit to City Commission for final approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew G. Peterson".

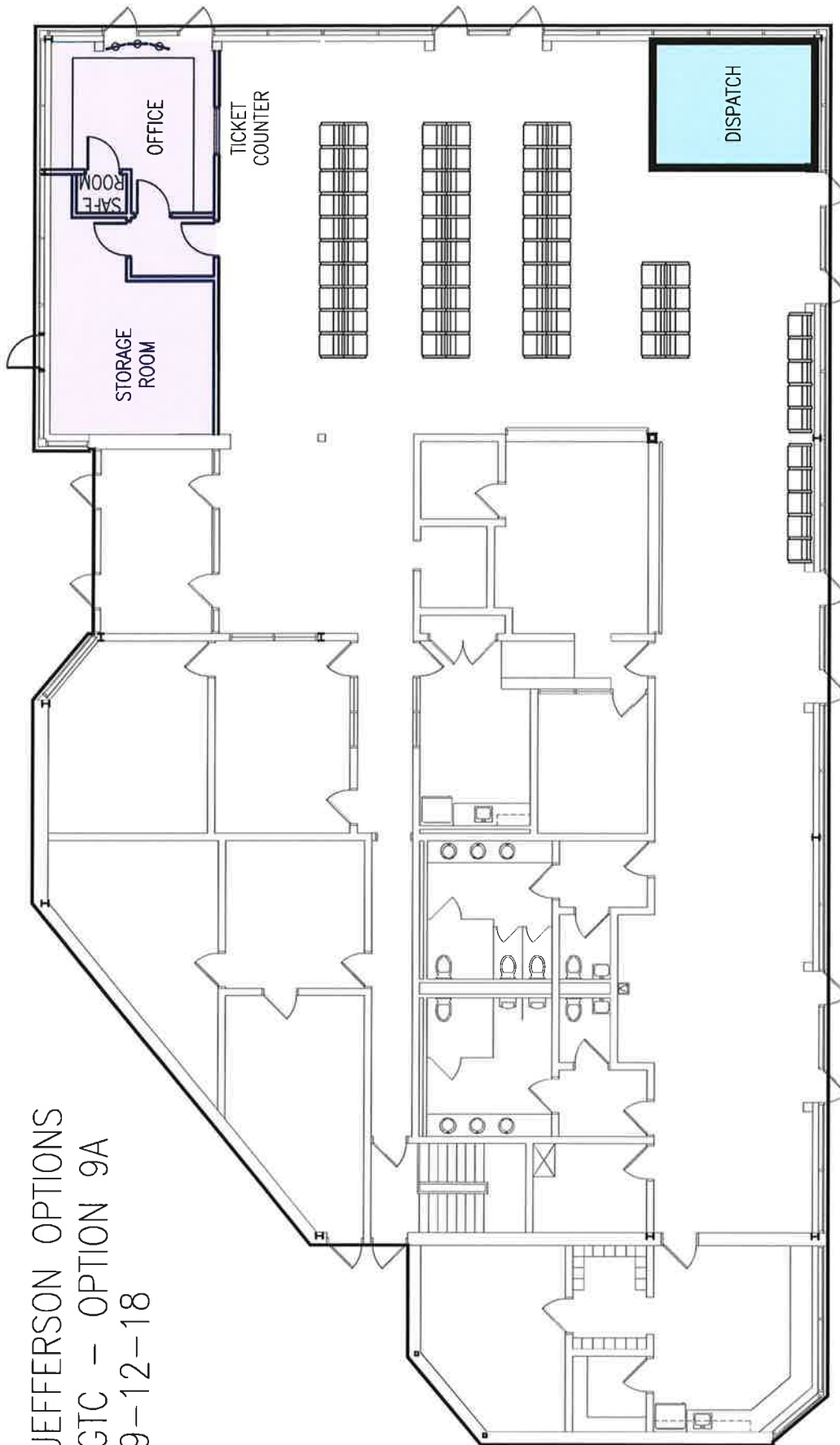
Matthew G. Peterson
Assistant Transit Director
City of Fargo

Attachment A

For Schedule Information: 701-232-7500

Attachment A

JEFFERSON OPTIONS
GTC - OPTION 9A
9-12-18



REPORT OF ACTIONUTILITY COMMITTEE

(22)

Project No. WA1752

Type: Water Tower No. 6 Valve
Replacement Change Order #1Location: Water Tower #6 (near Essentia Health on 32nd Avenue)

Date of Hearing: 10/4/18

<u>Routing</u>	<u>Date</u>
City Commission	10/22/18
Project File	

Troy Hall, Water Utility Director, presented the attached memo regarding Change Order #1 for Project WA1752 – Water Tower No. 6 Valve Vault Improvements. Change Order #1 is for \$980 involving one (1) change to the project for installation of a check valve to help prevent backflow from a storm catch basin. Water Utility staff recommends approval. This project is being paid with Fund 501/Division 3055 for rate funded infrastructure improvements. Water Utility staff recommends approval.

MOTION:

On a motion by Terry Ludlum, seconded by Kent Costin, the Utility Committee voted to approve Change Order #1 with M & M Contractor, LLC in the amount of \$980.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.				
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Grindberg

MEMORANDUM

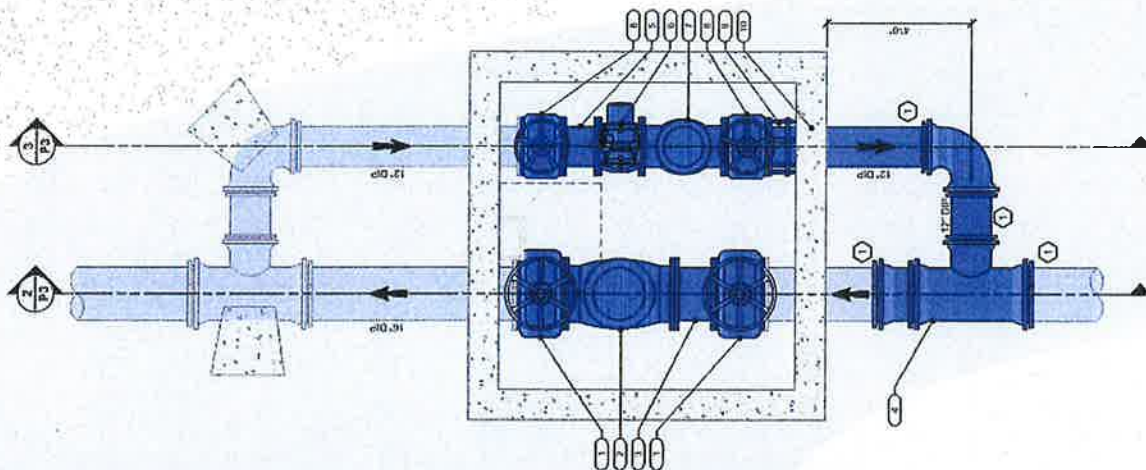
October 2, 2018

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Project WA1752 – Change Order #1 – Water Tower No. 6 Valve Vault Improvements

Valve replacement at Water Tower No. 6, a reliability upgrade project, has been in progress this construction season. At this time, Water Utility staff is recommending approval of Change Order No. 1 with M & M Contractors, LLC in the amount of \$980.00. This change order involves improving the valve vault drain to the storm water catch basin. It includes the installation of a 3-inch in-line check valve. Please see the attached change order form. With approval, the cost change order percentage under this contract would be 0.85%. The valve improvements for Water Tower No. 6 are being funded through Fund 501 Division 3055 for water system infrastructure improvements.



Schematic of proposed valve vault changes at Water Tower #6. A SCADA controlled plug valve will be used for flow control into the water tower to avoid overflows.

SUGGESTED MOTION:

Approve Change Order No. 1 with M & M Contractors, LLC for Project WA1752 in the amount of \$980.00.

Your consideration in this matter is greatly appreciated.

Date of Issuance: September 11, 2018	Effective Date: Upon Execution
Owner: City of Fargo	Owner's Contract No.: WA1752
Contractor: M&M Contractors, LLC	Contractor's Project No.:
Engineer: AE2S	Engineer's Project No.: P00803-2017-005
Project: Fargo Water Tower No. 6 – Valve Vault Improvements	Contract Name: Contract No. 1 – General Constr.

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

Description: Install a new backwater valve within the existing valve vault floor drain to reduce the back-up of stormwater.

Attachments: Proposal/Estimate from M & M Contractor dated 8/1/2018, Estimate No. 488, consisting of one (1) page.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 115,006.00	Original Contract Times: Substantial Completion: June 29, 2018 Ready for Final Payment: August 3, 2018 days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 0: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 115,006.00	Contract Times prior to this Change Order: Substantial Completion: June 29, 2018 Ready for Final Payment: August 3, 2018 days or dates
[Increase] [Decrease] of this Change Order: \$ 980.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days or dates
Contract Price incorporating this Change Order: \$ 115,986.00	Contract Times with all approved Change Orders: Substantial Completion: June 29, 2018 Ready for Final Payment: August 3, 2018 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:  Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: Assistant Operations Manager	Title: _____	Title: _____
Date: September 11, 2018	Dat: _____	Dat: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Location: City Wide
 Type: Sunday Work
 Date of Hearing: 10/15/2018

(23)

<u>Routing</u>	<u>Date</u>
City Commission	10/22/2018
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed a communication from City Engineer, Brenda Derrig, regarding authorization to approve requests for Sunday work and the rewording of the Contract.

Today the contract reads under Miscellaneous:

No work will be done on Sunday except in case of emergency. The City Commission can waive this provision if the Contractor sufficiently establishes an emergency exists.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

Staff is recommending that it should read:

Sunday work shall not be permitted without the express permission of the City Engineer or designee a minimum of 48 hours in advance. Sunday work shall only be permitted when work demands require it, or in the event of an emergency, and shall not be considered the normal course of operations. Denial of the ability to work on Sunday shall not warrant a time extension and may be appealed to the board of City Commission.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to authorize the City Engineer or designee to evaluation advanced requests for Sunday work and approve the rewording of the Contract.

RECOMMENDED MOTION

Concur with PWPEC recommendation and authorize the City Engineer or designee to evaluation advanced requests for Sunday work and approve the rewording of the Contract.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:


 Brenda E. Derrig, P.E.
 Division Engineer

Memorandum

To: Members of PWPEC
From: Brenda Derrig, City Engineer
Date: October 15, 2018
Re: Working Sundays

Background:

With the early onset of poor weather conditions, staff is seeing an increase of short notice requests to work on Sunday, which does not allow us the ability to get Commission approval. Nancy Morris, Assistant City Attorney, and myself have reviewed the City Ordinance along with the Century Code and cannot find anything that prohibits the City from allowing Sunday work, except within the contract. Today the contract reads under Miscellaneous:

No work will be done on Sunday except in case of emergency. The City Commission can waive this provision if the Contractor sufficiently establishes an emergency exists. This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

We are recommending that it should read:

Sunday work shall not be permitted without the express permission of the City Engineer or designee a minimum of 48 hours in advance. Sunday work shall only be permitted when work demands require it, or in the event of an emergency, and shall not be considered the normal course of operations. Denial of the ability to work on Sunday shall not warrant a time extension and may be appealed to the board of City Commission.

Decisions will be based on having the appropriate staff available along with material testing.

Recommended Motion:

Authorize the City Engineer or designee to evaluate advanced requests for Sunday work and make a determination of approval for existing contracts and approve the rewording of the Contract under Miscellaneous as follows:

Sunday work shall not be permitted without the express permission of the City Engineer or designee a minimum of 48 hours in advance. Sunday work shall only be permitted when work demands require it, or in the event of an emergency, and shall not be considered the normal course of operations. Denial of the ability to work on Sunday shall not warrant a time extension and may be appealed to the board of City Commission.

(24)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1

Type: Change Order #4

Location: Rosewood Addition

Date of Hearing: 10/15/2018

RoutingDate

City Commission

10/22/2018

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #4 in the amount of \$2,807.06 for additional Class 3 fill.

Staff is recommending approval of Change Order #4 in the amount of \$2,807.06, bringing the total contract amount to \$3,632,397.99.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 to Industrial Builders, Inc.

RECOMMENDED MOTION

Approve Change Order #4 in the amount of \$2,807.06 to Industrial Builders, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

50% escrow deposit required

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

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Tim Mahoney, Mayor

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Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Brenda Derrig, City Engineer

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Kent Costin, Finance Director

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☐

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: PWPEC

From: Roger E Kluck, PE, CFM Civil Engineer II, Storm Water

Cc: Jody Bertrand, Brenda Derrig

Date: 10/10/2018

Re: Project #FM-15-K1 Rosewood Area Flood Risk Management Project Change Order #4

Background:

Project FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018.

The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. During construction of the storm sewer it was found that the City's requirement for Class 3 fill placement for backfill of utilities within City streets was not included in the design plans. In order to provide a facility meeting the City's requirements for backfill the Contractor was directed to replace existing in-situ clay with Class 3 aggregate. The computation of the work costs and related correspondence are attached. The change order amount is \$2,807.06 and is being paid for with Sales Tax Funds-Flood Control-460.

The requested change order item has been reviewed and is reasonable.

Recommended Motion:

To approve the requested Change Order #4 for \$2,807.06.

Attachment
REK/klo



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

Project No	FM-15-K1	Change Order No	4
Project Name	Rosewood Area Flood Risk Management Project		
Date Entered	10/10/2018	For	Industrial Builders 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: Install select backfill thru 15th st as part of storm sewer install

The work involves class 3 backfill of storm sewer pipe install thru 15th street. Design plans did not show this requirement even though City requires select backfill for utilities in street. Contractor was directed to replace existing clay with select backfill within street.

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 (\$)
Storm Sewer	86	Fill - Import Special	CY	0.00	0.00	0.00	178.00	178.00	15.77	2,807.06
Storm Sewer Sub Total (\$)										2,807.06

Summary

Source Of Funding

Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 4 (\$)

2,807.06

Previous Change Orders (\$)

179,897.03

Original Contract Amount (\$)

3,449,693.90

Total Contract Amount (\$)

3,632,397.99

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

CONTRACT TIME

Current Substantial Completion Date

08/16/2019

Current Final Completion Date

0.00

Additional Days Substantial Completion

0.00

Additional Days Final Completion

0.00

New Substantial Completion Date

08/16/2019

New Final Completion Date

Description

APPROVED

APPROVED DATE

[Signature] 10/10/18

Report Generated : 10/10/2018 04:01:59 PM

Page 1 of 2

Project No : FM-15-K1



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor *Industrial Builders, Inc*

Department Head

Title

VP of Engineering

Mayor

Attest

Bob E. D.

2018-10-10 12:07 PM
FM15K1
17804 \$15.77 2,807.06

Roger Kluck

From: Brady Haussler <Brady.Haussler@kljeng.com>
Sent: Wednesday, October 10, 2018 12:07 PM
To: Roger Kluck
Cc: Scott Middaugh
Subject: CO #4: gravel backfill
Attachments: CO gravel backfill.pdf

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

Roger,

Here is the cost & source documentation for the "with gravel backfill" item added to the contract for CL 3 materials supplied by Fox for storm crossing backfill at 15th St. The prime markup (10%) meets provisions of Section 9000 "Extra Work" and the subcontractor markup (15%) meets provisions of Section 1000, 4.2.5B and the unit price was logical.

Let me know if you have any questions.

Thanks,

Brady Haussler PE
KLJ
701-241-2318 Direct
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242
kljeng.com

From: Troy Erickson [mailto:Troy@industrialbuilders.com]
Sent: Wednesday, October 10, 2018 10:31 AM
To: Brady Haussler <Brady.Haussler@kljeng.com>
Subject: CO gravel backfill.pdf

Brady,

The change request for the gravel backfill is attached. This price does not include handling/disposal of the excess material.

Regards,
Troy Erickson

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Industrial Builders, Inc.

PAUL W. DIEDERICH, PRESIDENT
DONN O. DIEDERICH, EXECUTIVE VICE PRESIDENT

October 10, 2018



General Contractors

PHONE 701/282-4977 FAX 701/281-1409
P.O. BOX 406 FARGO, NORTH DAKOTA 58107-0406

KLJ
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242

Attn: Brady Haussler

Re: Rosewood Flood Risk Mgmt FM-15-K1 – Gravel Backfill

Dear Mr. Haussler,

Attached is a change order request from Fox Underground for the supply of gravel backfill as requested for the backfill of pipe under roadways. A breakdown of the change order cost with prime contractor markup is as follows:

• Subcontractor price	\$ 2,550.56
• 10% Prime contractor markup	<u>\$ 255.06</u>
• Total	\$ 2,805.62

Please issue a change order for this work at your earliest convenience.

If any additional information is required, please call or email.

Sincerely,
INDUSTRIAL BUILDERS, INC.

A handwritten signature in black ink, appearing to read "Troy Erickson", is written over a horizontal line.

Troy Erickson
Vice President of Engineering

Encl.

Cc: IBI Job File 18203
Matt Pollert



PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Change Request 1

Gravel Backfill

PROJECT: Rosewood Flood Control FM-15-K1

LOCATION: Fargo, ND

Date 10/5/2018

Item #	Description	Qty	Unit	Price	Extended Price
Equipment					
					-
					-
					-
				Sub-Total	-
				20% O&P	-
				Equipment Total	-
Labor					
					-
					-
					-
				Sub-Total	-
				20% O&P	-
				Labor Total	-
Material					
	Gravel Backfill	178	cuyd	12.46	2,217.88
					-
				Sub-Total	2,217.88
				15% Markup	332.68
				Material Total	2,550.56
Subcontractor					
					-
					-
				Sub-Total	-
				15% Subcontractor O&P	-
				Subcontractor Total	-
Totals					
				Equipment Total	-
				Labor Total	-
				Material Total	2,550.56
				Subcontractor Total	-
				Change Request Total	\$ 2,550.56

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(25)

Project No. FM-14-61 (6229)

Type: Negative Final Balancing Change Order #12

Location: Drain 27 – Prairie Rose Addition

Date of Hearing: 10/15/2018

RoutingDate

City Commission

10/22/2018

PWPEC File

X

Project File

Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, for Negative Final Balancing Change Order #12 in the amount of \$-24,796.35, bringing the total contract amount to \$3,936,982.96.

Staff is recommending approval of Negative Final Balancing Change Order #12.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #12.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #12 in the amount of \$-24,796.35 to Industrial Contract Services, Inc.

PROJECT FINANCING INFORMATION:

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

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

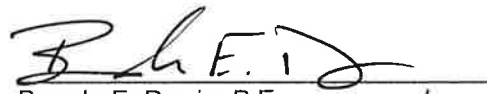
Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Negative Change Orders & Engineer Approved Change Orders				PWPEC 10-15-2018			FBCO
Contractor	Proj. or ID #	Type	Original Contract	Prior CO's	Current CO Amount	CO #	Final or New Contract Amount



ENGINEERING DEPARTMENT
225 4th Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: Feng@FargoND.gov

MEMORANDUM

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Date: October 15, 2018

Re: Project #FM-14-61 – Final Balancing Change Order #12

Background:

Project #FM-14-61 consisted of constructing earthen levees and a floodwall along with relocating underground utilities on 40th Avenue South, west of the Drain #27 crossing.

Attached is the final balancing change order in the amount of -\$24,796.35 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract amount for this project was \$3,491,155.80 and this FBCO will bring the final contract amount to \$3,936,982.96 (11.4% Increase). The largest project increases were centered around the discovery and removal of unsuitable material on the north half of the project around the floodwall footing and the necessary road replacement of 40th Avenue South which account for more than \$370,000.00 of the project overrun costs above the bid amount. This project is funded by a combination of ND State Water Commission and Infrastructure Sales Tax (Fund 460) funds.

Recommended Motion:

Approve the final balancing change order in the amount of -\$24,796.35 to Industrial Contract Services (ICS) for project FM-14-61.

JRB/jmg
Attachment

C: Brenda Derrig

*Street Lighting
Sidewalks*

*Design & Construction
Traffic Engineering*

*Truck Regulatory
Flood Plain Mgmt.*

*Mapping & GIS
Utility Locations*



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

Project No : FM-14-61 **Change Order No** : 12
Project Name : Drain 27 - Prairie Rose Area Flood Risk Management
Date Entered : 10/1/2018 **For** : INDUSTRIAL CONTRACT SERVICES I

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Flood Mitigation	2	Topsoil - Strip	CY	2,580.00	0.00	2,580.00	-1,300.00	1,280.00	3.40	-4,420.00
	3	Topsoil - Spread	CY	1,300.00	0.00	1,300.00	-20.00	1,280.00	3.00	-60.00
	4	Topsoil - Import	CY	500.00	0.00	500.00	-324.00	176.00	30.00	-9,720.00
	6	Embankment	CY	10,389.00	0.00	10,389.00	-1,300.00	9,089.00	5.00	-6,500.00
	10	Mulching Type 1 - Hydro	SY	12,000.00	0.00	12,000.00	1,861.00	13,861.00	0.40	744.40
	11	Mulching Type 2 - Straw	SY	12,000.00	0.00	12,000.00	-2,250.00	9,750.00	0.10	-225.00
	12	Seeding Type B	SY	12,000.00	0.00	12,000.00	3,761.00	15,761.00	0.40	1,504.40
	13	Weed Control Type B	SY	12,000.00	0.00	12,000.00	-4,787.00	7,213.00	0.10	-478.70
Flood Mitigation Sub Total (\$)										-19,154.90
Sanitary Sewer	21	Clean Pipe 15" Dia All Types	CF	977.00	0.00	977.00	-977.00	0.00	15.00	-14,655.00
Sanitary Sewer Sub Total (\$)										-14,655.00
Watermain	24	Salvage Hydrant	EA	2.00	0.00	2.00	1.00	3.00	2,000.00	2,000.00
	25	Install Salvaged Hydrant	EA	2.00	0.00	2.00	-1.00	1.00	3,500.00	-3,500.00
	28	F&I Gate Valve 12" Dia	CF	2.00	0.00	2.00	1.00	3.00	4,500.00	4,500.00
	73	F&I Hydrant	EA	1.00	0.00	1.00	1.00	2.00	8,500.00	8,500.00
	74	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	13.00	0.00	13.00	6.00	19.00	33.00	198.00
Watermain Sub Total (\$)										11,698.00
Paving	38	Remove Pavement All Thicknesses All Types	SY	4,424.00	0.00	4,424.00	149.00	4,573.00	20.00	2,980.00



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

Paving	39	Subgrade Preparation	SY	4,764.00	0.00	4,764.00	24.00	4,788.00	2.00	48.00
	40	F&I Woven Geotextile	SY	4,764.00	0.00	4,764.00	24.00	4,788.00	2.00	48.00
	41	F&I Class 5 Agg - 12" Thick	SY	4,764.00	0.00	4,764.00	24.00	4,788.00	16.00	384.00
	42	F&I Curb & Gutter Standard (Type II)	LF	1,877.00	0.00	1,877.00	29.00	1,906.00	100.00	2,900.00
	43	Remove Curb & Gutter	LF	1,923.00	0.00	1,923.00	58.00	1,981.00	6.00	348.00
	44	F&I Valley Gutter Reinf Conc	SY	36.00	0.00	36.00	-6.00	30.00	100.00	-600.00
	45	F&I Pavement 8" Thick Doweled Conc	SY	3,932.00	0.00	3,932.00	108.00	4,040.00	160.00	17,280.00
	46	F&I Sidewalk 4" Thick Reinf Conc	SY	1,225.00	1,585.00	2,810.00	-80.33	2,729.67	65.00	-5,221.45
	47	Remove Sidewalk All Thicknesses All Types	SY	1,183.00	1,649.00	2,832.00	-2.50	2,829.50	15.00	-37.50
	48	F&I Impressioned 4" Thick Reinf Conc	SY	136.00	39.00	175.00	-21.50	153.50	65.00	-1,397.50
	49	F&I Driveway 6" Thick Reinf Conc	CF	66.00	25.00	91.00	46.33	137.33	100.00	4,633.00
	50	F&I Det Warn Panels Cast Iron	CF	120.00	3.00	123.00	41.00	164.00	150.00	6,150.00
	51	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	10,000.00	-10,000.00
								Paving Sub Total (\$)		17,514.55
Miscellaneous	60	Temp Fence - Safety	LF	1,105.00	0.00	1,105.00	-97.00	1,008.00	7.00	-679.00
	63	Remove Tree	EA	160.00	0.00	160.00	-12.00	148.00	250.00	-3,000.00
	65	Silt Fence - Standard	LF	1,243.00	0.00	1,243.00	580.00	1,823.00	2.00	1,160.00
	67	Inlet Protection - Existing Inlet	EA	5.00	0.00	5.00	-2.00	3.00	200.00	-400.00
	89	F&I Pavement 8" Thick Doweled Conc	SY	18.00	108.00	126.00	-108.00	18.00	160.00	-17,280.00
								Miscellaneous Sub Total (\$)		-20,199.00

Summary

Source Of Funding

Net Amount Change Order # 12 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-24,796.35
470,623.51
3,491,155.80
3,936,982.96



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

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/05/2015		0.00	0.00	10/05/2015	

Description

APPROVED

For Contractor

Title

[Signature]
V.P.

APPROVED DATE

Department Head

Mayor

Attest

[Signature]
B. L. F.



Memorandum

To: Board of City Commissioners

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

Date: October 17, 2018

Subject: Street Lighting and Traffic Control Devices System Rate

Attached is a copy of the resolution prescribing rates and charges for the Street Lighting and Traffic Control Devices System fund. This rate adjustment was approved by the City Commission as part of the 2019 annual budget last month. I call to your attention that the ordinance pertaining to this system is in the process of being amended and is on tonight's agenda for its presumed 2nd reading and final adoption; amending Sections 38-0101, 38-0103, 38-0105, 38-0106 & 38-0107, of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to Street Lighting and Traffic Control Devices System.

Recommended Motion

Approve the resolution prescribing rates and charges for Street Lighting and Traffic Control Devices System beginning on January 1, 2019.

Attachment

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING STREET LIGHTING AND TRAFFIC CONTROL
DEVICES SYSTEM FEE**

WHEREAS, the City of Fargo has enacted Article 38-01 of the Fargo Municipal Code which authorizes the city to collect a utility fee for street lighting and traffic control devices; and

WHEREAS, Section 38-0103 of the Fargo Municipal Code authorizes the board of city commissioners to set the utility fee for street lighting and traffic control devices; and

WHEREAS, on staff recommendation and approval by the City Commission as part of the 2019 budget, the Board of City Commissioners of the city of Fargo finds the rates to be reasonable.

NOW, THEREFORE BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, pursuant to the provisions of Section 38-0103 of the Fargo Municipal Code of the City as amended, that until otherwise provided by resolution amendatory hereof or supplemental hereto, the following rates and charges shall be effective for all bills prepared after January 1, 2019.

1. **Single Family Residential units shall be \$3.50 per month.**
2. **Multi-Family Residential units shall be \$4.50 per unit per month.**
3. **Commercial properties shall be \$16.00 per month.**

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

October 16, 2018

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 & Permanent Easements
Improvement District #BN-19-A1**

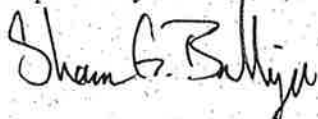
Dear Commissioners:

Enclosed and delivered to the City Commission office are (2) original Memorandum of Offer to Landowner documents for the acquisition of (3) temporary easements and a permanent 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.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of (3) temporary easements and a permanent easement from **Rocking Horse Farm, LLC** 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 BN-19-A1	County Cass	Parcel(s) 9-1, 9A & 9B
Landowner Rocking Horse Farm, LLC		
Mailing Address 4838 Rocking Horse Circle S Fargo, ND 58104		

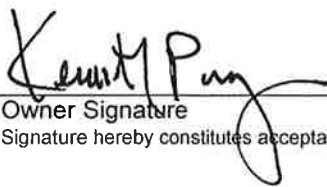
The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 7,703.78 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

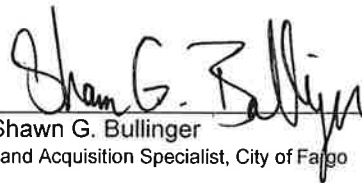
Land	\$	
Easement and Access Control	\$	<u>7,703.78</u>
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	<u>7,703.78</u>

*Description of Damages to Remainder are as follows:



Owner Signature

Signature hereby constitutes acceptance of offer as presented above.



Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



H:\Fargo\180600\6059\18_6059_145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibits.dwg Exhibit 9-4/15/2018 1:08 PM (retrofit)

Description- Parcel 9-1: (Permanent Easement)

The North 20.00 feet of the South 95.00 feet of the West 150.00 feet of the East 315.00 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, and is subject to easements as may be of record.

Description- Parcel 9A: (Temporary Construction Easement)

That part of the North 20.00 feet of the South 95.00 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, bounded on the east by the easterly line of Lot 2, Block 1, Rocking Horse Farm 4th Addition to the City of Fargo, and bounded on the east by the westerly line of the East 315.00 feet of said Southeast Quarter.

together with

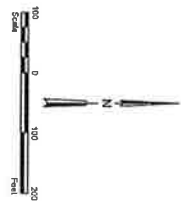
That part of the North 10.00 feet of the South 105.00 feet of the Southeast Quarter of said Section 32 lying within an 80.00 foot wide strip of land, centered on the following described line:

Commencing at the southeast corner of said Section 32; thence South 87°14'48" West, along the southerly line of said Southeast Quarter, for a distance of 1021.10 feet; thence North 02°45'12" West for a distance of 95.00 feet to a point of intersection with the northerly line of the South 95.00 feet of said Southeast Quarter, and the true point of beginning of the line to be described; thence North 02°45'12" West for a distance of 10.00 feet, said line there terminating.

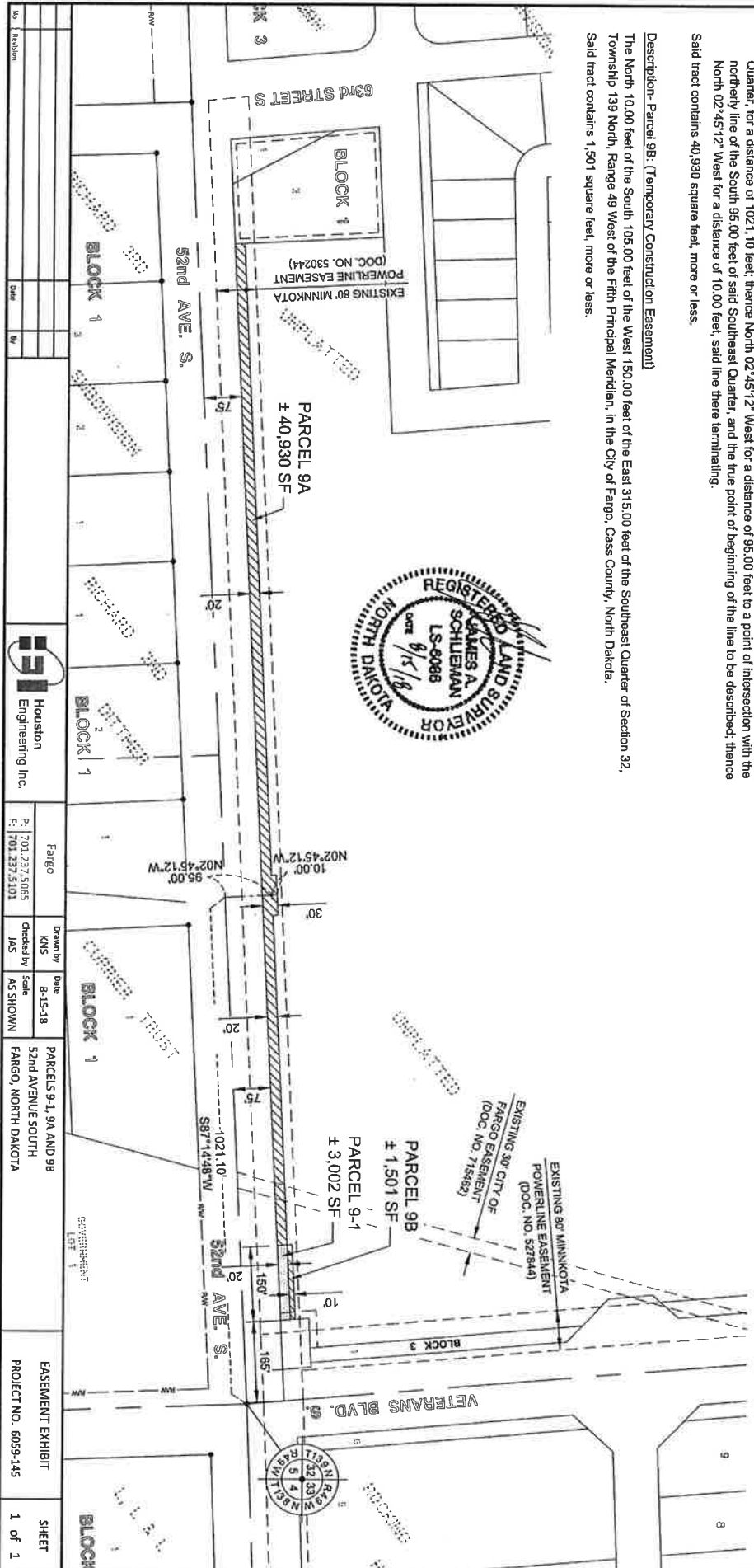
Said tract contains 40,930 square feet, more or less.

Description- Parcel 9B: (Temporary Construction Easement)

The North 10.00 feet of the South 105.00 feet of the East 315.00 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 1,501 square feet, more or less.



- LEGEND**
- IRON MONUMENT FOUND
 - MEASURED BEARING
 - MEASURED DISTANCE
 - PERMANENT EASEMENT
 - TEMPORARY EASEMENT
- NOTE: ALL BEARINGS GIVEN ARE BASED ON THE CITY OF FARGO GIS COORDINATE SYSTEM.



Houston Engineering Inc.

Fargo
P: 701.237.5065
F: 701.237.5101
Drawn by: KNS
Checked by: JAS
Date: 8-15-18
Scale: AS SHOWN

PARCELS 9-1, 9A AND 9B
52nd AVENUE SOUTH
FARGO, NORTH DAKOTA

EASEMENT EXHIBIT
PROJECT NO. 6059-145

SHEET
1 of 1

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BN-19-A1	County Cass	Parcel(s) 7A
Landowner Rocking Horse Farm, LLC		
Mailing Address 4838 Rocking Horse Circle S Fargo, ND 58104		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,616.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	<u>1,616.00</u>
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	<u>1,616.00</u>

*Description of Damages to Remainder are as follows:


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


 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

CITY OF
Fargo

Timothy J. Mahoney

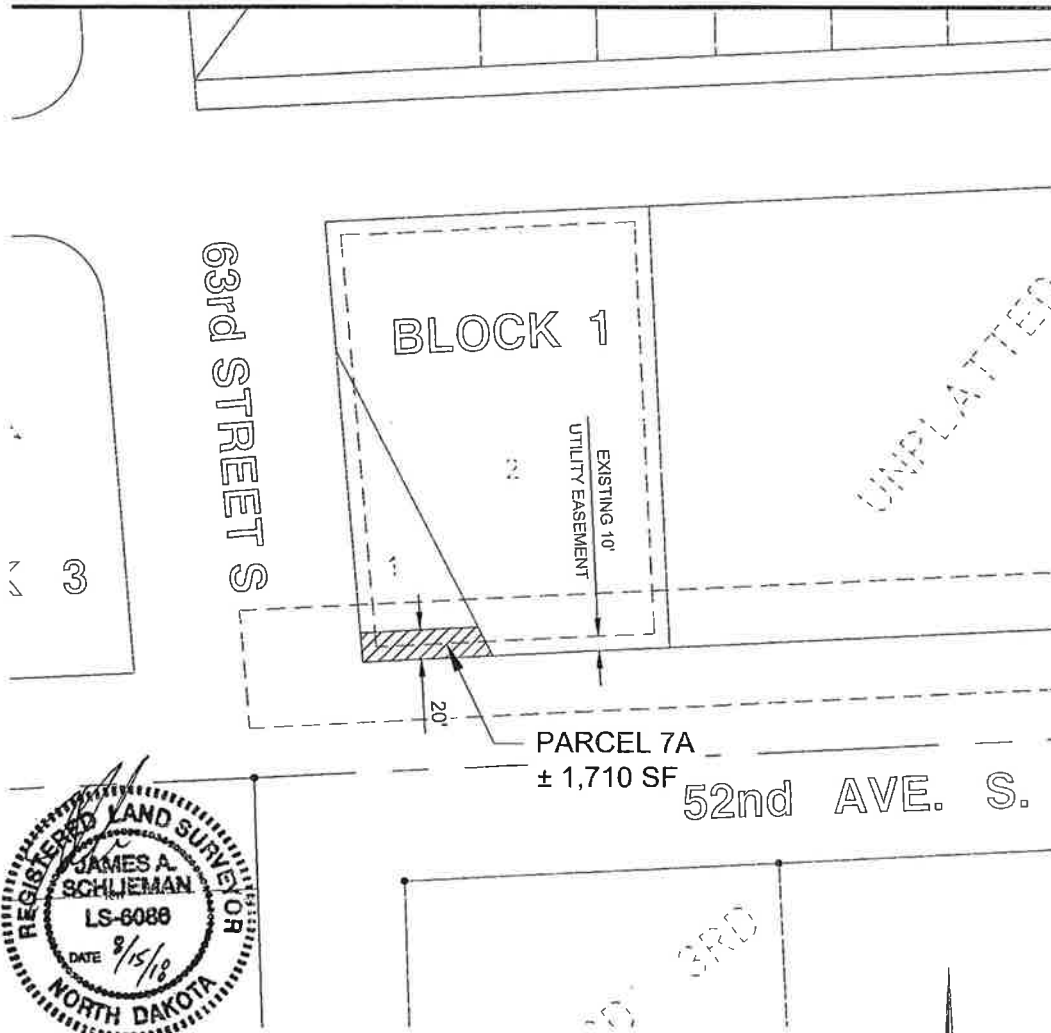
MAYOR

SIGNATURE

DATE

PARCEL 7A
PART OF LOT 1, BLOCK 1
ROCKING HORSE FARM 4TH ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

OWNER: ROCKING HORSE FARM LLC ETAL



Description- Parcel 7A: (Temporary Construction Easement)

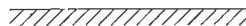
The South 20.00 feet of Lot 1, Block 1, Rocking Horse Farm 4th Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1,710 square feet, more or less.

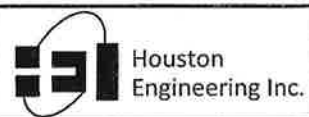
Scale: 1"= 100'

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

PART OF LOT 1, BLOCK 1, ROCKING HORSE FARM
4TH ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

H:\Fargo\JUN18\6059\18_6059_145 - 52nd Ave. Design\CAD\Exhibits\Easement Exhibit.dwg-Exhibit 7-8/15/2018 1:08 PM-(kstroud)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(30)

Improvement District No. FM-14-81 & FM-14-92 Type: Memorandum of Understanding

Location: STS LS #18 (4 St S) & #23 (2 St S) Date of Hearing: 10/15/2018

RoutingDate

City Commission

10/22/2018

PWPEC File

X

Project File

Nathan Boerboom

The Committee reviewed a communication from Diversion Division Engineer, Nathan Boerboom, regarding a memorandum of understanding (MOU) between the City of Fargo and the Diversion Authority to designate which party is responsible to complete the O&M on the generators and associated buildings as well as what the appropriate cost share is between the two parties.

In the MOUs, it is proposed that the City of Fargo completes the O&M for each generator and is reimbursed by the DA for the DA's cost share. The cost share proposed is based on the power needs for each item being served by the generators/ The split at STS LS #18 and SAN LS #1, is 60/40, respectively. The split at STS #23 and City Hall is 35/65, respectively.

Staff is recommending approval of both MOUs.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the MOUs.

RECOMMENDED MOTION

Concur with the findings of PWPEC and approve the MOUs.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

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

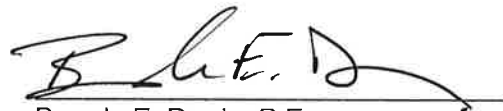
Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



Memorandum

To: PWPEC
From: Nathan Boerboom, Division Engineer *NAB*
Date: 11/17/2017
Re: STS LS #18 & #23 Generator MOUs
Project No. FM-14-81 & FM-14-92

Over the past few years, the City and the Diversion Authority have reconstructed storm sewer lift stations #18 (4th Street S) and #23 (2nd Street N) under larger flood mitigation projects. A component of each of these projects was the installation of stand-by generator systems to provide backup power for the lift stations when power is lost. Adjacent to each of these storm sewer lift stations was other City infrastructure that require backup power as well. Due to the close proximity of this other City infrastructure and as a cost decreasing measure, it was determined during the design phase of the flood mitigation projects that the generators for the storm lift stations should be upsized appropriately to provide backup power to this other infrastructure.

The other City infrastructure served is new City Hall (generator shared with STS LS #23) and Sanitary Sewer Lift Station #1 (generator shared with STS LS #18).

Since the storm sewer lift stations are a necessary component of the overall Fargo-Moorhead Diversion project, the Diversion Authority is responsible to pay for the costs associated with the operation and maintenance (O&M) of the storm sewer lift stations. Due to this responsibility, the attached memorandum of understandings (MOU) between the City of Fargo and the Diversion Authority are being proposed to designate which party is responsible to complete the O&M on the generators and associated buildings as well as what the appropriate cost share is between the two parties.

As can be seen in the MOUs, it is proposed that the City of Fargo completes the O&M for each generator and is reimbursed by the DA for the DA's share of the costs. The cost share proposed is based on the power needs for each item being served by the generators. The split at STS LS #18 and SAN LS #1, is 60/40, respectively. The split at STS #23 and City Hall is 35/65, respectively.

A copy of the two MOUs are attached for review.

Recommend Motion:

Approve the MOUs between the City and the Diversion Authority, which specifies O&M and cost share responsibilities for the two standby generator systems.

MEMORANDUM OF UNDERSTANDING GENERATOR

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a North Dakota municipal corporation, whose address is 200 N 3rd St., Fargo, ND 58102 ("Fargo"), and the Metro Flood Diversion Authority ("Diversion Authority"), whose address is Post Office Box 2806, 211 Ninth Street South, Fargo, ND 58108 (collectively referred to hereinafter as the "Parties").

WHEREAS, Fargo and the Diversion Authority wish to share the cost of maintenance and operation of a Generator constructed by the Diversion Authority to serve the City of Fargo Storm Sewer Lift Station #23, as well as backup power for City of Fargo City Hall; and

WHEREAS, Fargo will construct the building to house the Generator, and make the necessary arrangements for fuel for the Generator; and

WHEREAS, that coordination of the two entities' construction efforts will foster efficiency and may result in cost savings for both entities; and

WHEREAS, Fargo and Diversion Authority have agreed on a cost-sharing basis for this Project;

WHEREAS, Fargo and Diversion Authority have agreed that Fargo will own, operate and maintain the Generator except as to major repairs and maintenance items; and

WHEREAS, Fargo and Diversion Authority will work in a cooperative manner to construct and maintain the Generator and appurtenances (hereinafter collectively referred to as the "Project") pursuant to the terms and conditions of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Purpose. This Agreement is made pursuant to N.D.C.C. § 54-40-01(1), which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to the construction oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This Agreement does not create a separate political subdivision.
2. Project. The Project encompassed by this Agreement consists of the Maintenance and Operation of a Generator to provide needed backup power to City of Fargo City Hall and City of Fargo Storm Sewer Lift Station #23, constructed by the Diversion Authority.
3. Term. The term of this Agreement shall be ten (10) years, or the useful life of the Generator, whichever comes first. This Agreement will automatically renew for an additional 10 year term, unless otherwise modified or terminated in accordance with the terms stated herein.

4. Cost Share. The total operation and maintenance costs associated with the Project shall be split and apportioned between Fargo and the Diversion Authority in the following manner:

The Diversion Authority shall be responsible for thirty-five percent (35%) of the Project costs, Fargo shall be responsible for sixty-five percent (65%) of the Project costs. Fargo shall take primary responsibility for oversight and maintenance, and shall invoice the Diversion Authority its share of the incurred costs.

5. Workers Compensation. Each party shall be responsible for injuries or death of its own personnel.
6. Damage to Equipment. Each party shall be responsible for damages to or loss of its own equipment. As pertains to the Generator, the parties shall share the costs of damages to or loss of the Generator before completion of the Project in accordance with the cost share formula established in Section 4 of this Agreement.
7. Liability. For the purposes of N.D.C.C. § 32-12.1-03 the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. § 32-12.1-03, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
8. Continuing Obligations. Upon completion of the Project:
 - A. Fargo will own, operate and maintain the Generator.
 - B. Fargo will maintain the Generator to a minimum level that will ensure the 2nd Street Levee System will continue to meet USACE minimum requirements for acceptance in the USACE Levee Safety Program.
 - C. Fargo shall own, operate and maintain the building as an integral part to the Project.
 - D. Major repairs and/or maintenance shall be cost shared between Fargo and Diversion Authority in accordance with the cost share formula established in Section 4 of this Agreement, and all applicable Policies and Procedures. Major repairs and/or maintenance items are those items which are estimated to exceed the sum of ten thousand dollars (\$10,000.00).
 - E. Any enhancements or expansions shall be assessed to the entity requesting or requiring the enhancement or expansion.
 - F. Fargo shall track costs and expenses of maintenance of the Generator, and shall submit a yearly invoice for payment for 35% of the total operational and maintenance costs to the Diversion Authority for payment within thirty (30) days of invoice.

9. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
10. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
11. Grammatical Construction. Whenever the singular number is used herein, the same shall include the plural where appropriate, and the words of any gender shall include any other genders where appropriate.
12. Severability Clause. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
13. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay shall undertake reasonable action to notify the other Party of the same.
14. Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
15. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

16. Notice. All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to Fargo:

City Administrator
City of Fargo
200 3rd Street North
Fargo, ND 58102

If to the Diversion Authority

Executive Director
Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the Effective Date first above written.

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney
Its: Mayor

ATTEST:

Steve Sprague
Its: City Auditor

Metro Flood Diversion Authority

Del Rae Williams, Vice Chair
Diversion Authority Board

MEMORANDUM OF UNDERSTANDING GENERATOR

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a North Dakota municipal corporation, whose address is 200 N 3rd St., Fargo, ND 58102 ("Fargo"), and the Metro Flood Diversion Authority ("Diversion Authority"), whose address is Post Office Box 2806, 211 Ninth Street South, Fargo, ND 58108 (collectively referred to hereinafter as the "Parties").

WHEREAS, Fargo and the Diversion Authority wish to share the cost of maintenance and operation of a Generator constructed by the Diversion Authority to serve City of Fargo Storm Sewer Lift Station #18 and City of Fargo Sanitary Sewer Lift Station #1; and

WHEREAS, Diversion Authority will construct the building to house the Generator, Fargo shall make the necessary arrangements for fuel for the Generator; and

WHEREAS, that coordination of the use of one generator by both entities will foster efficiency and result in cost savings for both entities; and

WHEREAS, Fargo and Diversion Authority have agreed on a cost-sharing basis for this Project;

WHEREAS, Fargo and Diversion Authority have agreed that Fargo will own, operate and maintain the Generator except as to major repairs and maintenance items; and

WHEREAS, Fargo and Diversion Authority will work in a cooperative manner to construct and maintain the Generator and appurtenances (hereinafter collectively referred to as the "Project") pursuant to the terms and conditions of this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Purpose. This Agreement is made pursuant to N.D.C.C. § 54-40-01(1), which authorizes the joint and cooperative exercise of power common to the contracting parties. The intent of this Agreement is to increase efficiencies with respect to the construction oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This Agreement does not create a separate political subdivision.
2. Project. The Project encompassed by this Agreement consists of the Maintenance and Operation of a Generator to provide needed backup power to City of Fargo Storm Sewer Lift Station #18, constructed by the Diversion Authority and City of Fargo Sanitary Sewer Lift Station #1.
3. Term. The term of this Agreement shall be ten (10) years, or the useful life of the Generator, whichever comes first. This Agreement will automatically renew for an additional 10 year term, unless otherwise modified or terminated in accordance with the terms stated herein.

4. Cost Share. The total operation and maintenance costs associated with the Project shall be split and apportioned between Fargo and the Diversion Authority in the following manner:

The Diversion Authority shall be responsible for Sixty percent (60%) of the Project costs, Fargo shall be responsible for Forty percent (40%) of the Project costs. Fargo shall take primary responsibility for oversight and maintenance, and shall invoice the Diversion Authority its share of the incurred costs.

5. Workers Compensation. Each party shall be responsible for injuries or death of its own personnel.
6. Damage to Equipment. Each party shall be responsible for damages to or loss of its own equipment. As pertains to the Generator, the parties shall share the costs of damages to or loss of the Generator before completion of the Project in accordance with the cost share formula established in Section 4 of this Agreement.
7. Liability. For the purposes of N.D.C.C. § 32-12.1-03 the employees and officers of a party are deemed to be employees of that party. Under no circumstances shall a party, irrespective of whether it may have waived the limit on liability set forth in N.D.C.C. § 32-12.1-03, be required to pay on behalf of itself or the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party.
8. Continuing Obligations. Upon completion of the Project:
 - A. Fargo will own, operate and maintain the Generator.
 - B. Fargo will maintain the Generator to a minimum level that will ensure the 4th Street Levee System will continue to meet USACE minimum requirements for acceptance in the USACE Levee Safety Program.
 - C. Fargo shall own, operate and maintain the building as an integral part to the Project.
 - D. Major repairs and/or maintenance shall be cost shared between Fargo and Diversion Authority in accordance with the cost share formula established in Section 4 of this Agreement, and all applicable Policies and Procedures. Major repairs and/or maintenance items are those items which are estimated to exceed the sum of ten thousand dollars (\$10,000.00).
 - E. Any enhancements or expansions shall be assessed to the entity requesting or requiring the enhancement or expansion.
 - F. Fargo shall track costs and expenses of maintenance of the Generator, and shall submit a yearly invoice for payment for 60% of the total operational and maintenance costs to the Diversion Authority for payment within thirty (30) days of invoice.

9. Merger Clause. This Agreement constitutes the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of either party hereto.
10. Written Amendment Required. No amendment, modification, or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this Agreement.
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13. Force Majeure. Neither party shall be liable to the other party during any period in which its performance is delayed or prevented, in whole or in part, by circumstance beyond its reasonable control. Circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind), fire, war, act of a public enemy or terrorist, act of sabotage, strike or other labor dispute, riot, misadventure of the sea, inability to secure materials and/or transportation, or a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party claiming the delay shall undertake reasonable action to notify the other Party of the same.
14. Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
15. North Dakota Law Applies. This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.

16. Notice. All notices, certificates or other communications required under this Agreement will be deemed sufficiently given when delivered or deposited in the United States mail in certified form with postage fully prepaid and addressed as follows:

If to Fargo:

City Administrator
City of Fargo
200 3rd Street North
Fargo, ND 58102

If to the Diversion Authority

Executive Director
Flood Diversion Board of Authority
Box 2806
211 Ninth Street South
Fargo, ND 58108

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the Effective Date first above written.

City of Fargo, a North Dakota municipal
corporation

Timothy J. Mahoney
Its: Mayor

ATTEST:

Steve Sprague
Its: City Auditor

Metro Flood Diversion Authority

Del Rae Williams, Vice Chair
Diversion Authority Board

October 17, 2018

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: North Dakota State Board of Higher Education on Behalf of NDSU
Sanitary Sewer Easement
Improvement District Project #UN-18-C1**

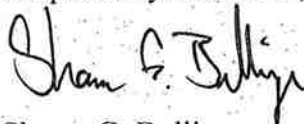
Dear Commissioners:

Enclosed and delivered to the City Commission office are (4 duplicate) original Sanitary Sewer Easement(s) in association with Project #UN-18-C1. An agreement has been reached and at this time, we are requesting approval of the terms of the Sanitary Sewer Easement. The Sanitary Sewer Easement has been reviewed and the City Engineer's office recommends approval.

RECOMMENDED MOTION: I/we hereby move to approve and accept the Sanitary Sewer Easement from North Dakota State Board of Higher Education on Behalf of North Dakota State University of Agriculture and Applied Science in association with Project #UN-18-C1 and that the Mayor be instructed to execute the same on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda E. Derrig
Nancy J. Morris

EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that the **STATE OF NORTH DAKOTA**, and the **NORTH DAKOTA STATE BOARD OF HIGHER EDUCATION ON BEHALF OF NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE**, 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 him in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, an easement for a term of 99 years, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows:

A 32.00 foot wide strip of land in Lot Two (2), Block One (1) of NDSU WEST ADDITION to the City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing at the southwest corner of said NDSU WEST ADDITION; thence North 2°20'06" West, along the west line of said NDSU WEST ADDITION, a distance of 1534.94 feet to the point of beginning of the line described herein; thence North 87°50'31" East a distance of 125.00 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on the west line of said Lot Two (2).

Said strip contains 4000 square feet, more or less.

Grantor, his 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 tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this _____ day of _____, 2018.

GRANTOR

THE STATE OF NORTH DAKOTA

By: Doug Burgum, Governor

ATTEST:

By: Alvin A. Jaeger, Secretary of State.

STATE OF NORTH DAKOTA)
)
COUNTY OF BURLEIGH)

The foregoing instrument was acknowledged before me, this _____ day of _____, 20____ by Doug Burgum, Governor of the State of North Dakota.

**NORTH DAKOTA STATE
UNIVERSITY OF AGRICULTURE
AND APPLIED SCIENCE**

By: Dean L. Bresciani, President

ATTEST:

Bruce A. Bollinger, Vice President for
Finance & Administration

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this____day of_____, 20____, before me, a notary public in and for said county and state, personally appeared Dean L. Bresciani and Bruce A. Bollinger to me known to be the President and Vice President for Finance and Administration, respectively, of NORTH DAKOTA STATE UNIVERSITY OF AGRICULTURE AND APPLIED SCIENCE, and that they executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

GRANTEE

**City of Fargo, North Dakota, a North
Dakota Municipal Corporation**

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2018, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires: _____

The legal description was prepared by:
City of Fargo Engineering Department
City of Fargo
200 Third Street North
Fargo, ND 58102
(701) 241-1545

This document prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway North, Suite 206
Fargo, ND 58102
(701) 280-1901
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(32)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-18-C1

Type: Change Order #2

Location: 25th St S, 2nd Ave S – 12th Ave S

Date of Hearing: 10/15/2018

RoutingDate

City Commission

10/22/2018

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Change Order #2 in the amount of \$47,618.50 for additional concrete repairs.

Staff is recommending approval of Change Order #2 in the amount of \$47,618.50, bringing the total contract amount to \$1,280,978.64.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Opp Construction.

RECOMMENDED MOTION

Approve Change Order #2 in the amount of \$47,618.50 to Opp Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
			☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Steve Dirksen, Fire Chief

Bruce Grubb, City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Brenda Derrig, City Engineer

Kent Costin, Finance Director

ATTEST:



Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: PWPEC
From: Jeremy Engquist, Project Manager
Date: October 10, 2018
Re: Improvement District #PR-18-C1 – Change Order #2

Background:

Improvement District #PR-18-C1 is for concrete pavement repairs and incidentals on 25th Street South from 2nd Avenue South to 12th Avenue South. The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on this pavement section.

The Prime Contractor (Opp Construction), who specializes in concrete repairs, was available to complete three additional concrete repairs in various locations of the City.

Change Order #2 for \$47,618.50 consists of three (3) repair areas:

1. On the week of July 16, 2018, the warmer temperatures caused the concrete to expand excessively, thus causing the concrete pavement to buckle on 25th Street South, just north of the 25th Street and 52nd Avenue intersection. The northbound lanes on 25th Street were nearly impassable and needed immediate repair. The Street Department requested Engineering to complete the repairs. Approximately \$32,714 of attached Change Order was for these repairs.
2. Similar to above repair, warmer temperatures buckled a concrete median section located on 23rd Avenue South just on the east side of Veteran's Boulevard. Sections of the median curb had ramped up and posted a potential hazard to passing motorist. Approximately \$10,759 of attached Change Order was for these repairs.
3. On June 24, 2018, the City received an email from Jim Meyer, who is the manager of Sundance Square Homeowners Association. Jim asked us to examine one of the Sundance Square Street entrances located off 58th Avenue South. He stated the existing curb and gutter on 58th Avenue was severely deteriorated and in need of repairs. We concurred with Jim, and had Opp repair the curb and gutter section. Approximately \$4,145 of attached Change Order was for these repairs.

No additional days will be required for the additional work.

Attached to this memorandum you will find Change Order #2 totaling \$47,618.50 for the additional repairs.

Recommended Motion:

Approve Change Order #2 to Opp Construction for Improvement District #PR-18-C1 totaling \$47,618.50 to be funded by Street Sales Tax Funds

Original Contract Amount	Previous Change Orders	Change Order #2	New Contract Amount
\$1,198,369.10	\$34,991.04	\$47,618.50	\$1,280,978.64

Attachment
JJE/klo

C: Tom Knakmuhs



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

Improvement District No	PR-18-C1	Change Order No	2
Project Name	Concrete Pavement Rehabilitation and Incidentals		
Date Entered	10/10/2018	For	Opp Construction LLC

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

EXPLANATION OF CHANGE: Change Order #2 - Additional Pavement Repairs

Change Order #2 for \$47,618.50 consists of three (3) repair areas:

1. On the week of July 16, 2018, the warmer temperatures caused the concrete to expand excessively, thus causing the concrete pavement to buckle on 25th Street South, just north of the 25th Street and 52nd Avenue intersection. The northbound lanes on 25th Street were nearly impassable and needed immediate repair. The Street Department requested Engineering to complete the repairs. Approximately \$32,714 of attached Change Order was for these repairs.
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No additional days will be required for the additional work.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	3	Rem & Repl Curb & Gutter	LF	2,086.00	0.00	2,086.00		2,326.00	36.00	8,640.00
	5	Rem & Repl Pavement 10.5" Thick Doweled Conc	SY	4,360.00	120.00	4,480.00		4,710.00	107.50	24,725.00
	10	F&I Impressioned 6" Thick Reinf Conc	SY	180.00	0.00	180.00		220.00	85.00	3,400.00
	70	Extra - TrafficControl/Signals	LS	0.00	0.00	0.00		1.00	10,853.50	10,853.50
Paving Sub Total (\$)										47,618.50

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420, Special Assessments
Net Amount Change Order # 2 (\$)	47,618.50
Previous Change Orders (\$)	34,991.04



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Original Contract Amount (\$)

1,198,369.10

Total Contract Amount (\$)

1,280,978.64

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/01/2018	10/01/2018	0.00	0.00	09/01/2018	10/01/2018

Description

APPROVED

APPROVED DATE

For Contractor

David Doe

Title

Sr. Project Manager

Department Head

Mayor

Attest

B. H. I. D.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(33)

Improvement District No. BR-18-B1

Type: Utility Pot Holing

Location: Main Avenue

Date of Hearing: 10/15/2018

RoutingDate

City Commission

10/22/2018

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Project Manager, Rick Larson, regarding potential utility conflict sites throughout the Main Avenue reconstruction corridor between 2nd Street and 11th Street. These conflicts need to be identified prior to design.

Engineering has solicited quotes from 5 contractors to complete this work with the low quote being \$53,020 from MVM Contracting. This will be funded and charged to Improvement District BR-18-B1.

Staff is seeking authorization to approve the lowest price quote received.

On a motion by Ben Dow, seconded by Kent Costin, the Committee voted to approve MVM Contracting as the low quote.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve MVM Contracting in the amount of \$53,020.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, State, WM Repl, Utility, Sewer Repair & Special Assessments

Developer meets City policy for payment of delinquent specials

Yes No

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present Yes No Unanimous

✓

Tim Mahoney, Mayor

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Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Brenda Derrig, City Engineer

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Kent Costin, Finance Director

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ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: October 15, 2018
CC: Tom Knakmuhs, Scott Olson
Re: Utility Pot Holing on Main Avenue (BR-18-B1) - Quotes

Quoting Results:

We reached out to 5 Contractors asking them to submit quotes with a deadline of 1:00 PM on Friday, October 12, 2018. The following information shows the total dollar amount for pot holing at all 14 sites and the Contractors who submitted quotes within the timeline constraints:

- MVM Contracting: \$53,020.00
- Ernst Trenching: \$57,120.00
- Master Construction: \$161,000.00

Recommended Motion:

Public Works Project Evaluation Committee to approve MVM Contracting's low bid and allow this work to begin.

RJL/klo

Memorandum

To: Members of PWPEC
From: Rick Larson, Project Manager
Date: October 11, 2018
CC: Tom Knakmuhs, Scott Olson
Re: Utility Pot Holing on Main Avenue (BR-18-B1)

Background:

As part of the Main Avenue project (BR-18-B1) there have been numerous private utilities that have been identified as being in possible conflict with the proposed infrastructure on this project. To understand which utilities may be in conflict, we have asked 5 Contractors to submit price quotes to complete this work this fall.

We have identified 14 potential conflict sites throughout the Main Avenue corridor and adjacent street returns between 2nd Street and 11th Street. These sites will require lane closures for multiple days each to accomplish the work needed to collect location data on these utilities.

Deadline for submission is Friday, October 12. We anticipate the cost to be approximately \$60k, but will bring a summary to PWPEC for consideration.

Attached you will find the site map where this work will take place for your review.

This work is necessary to rule out potential conflicts that could otherwise slow down the reconstruction of Main Avenue during next year's construction.

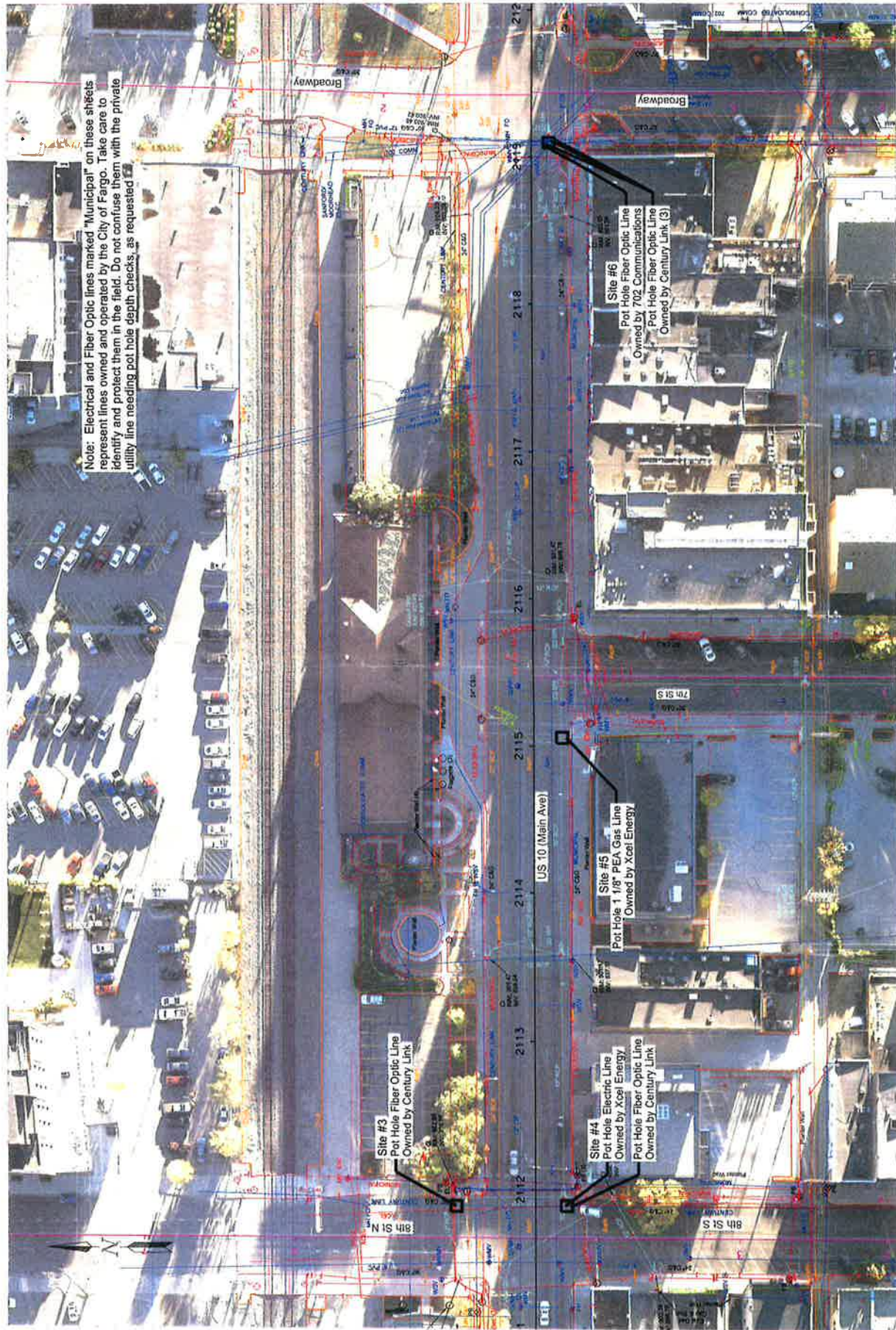
Recommended Motion:

Authorize the Engineering Department to accept the lowest price quote received for the utility pot holing on Main Avenue. The cost of this work would be charged to Improvement District #BR-18-B1.

Attachment
RJL/klo

Item #	Sheet #	Approx. Sta	LT/RT	Roadway	Conflict	Utility	Type of Facility
1	1	2099+89	LT	PRMAINAVE	Pot Hole 1 1/8" PE Gas Line	Xcel Energy	Gas Line
2	1	2108+16	RT	PRMAINAVE	Pot Hole 2" SC Gas Line	Xcel Energy	Gas Line
3	1	2108+23	RT	PRMAINAVE	Pot Hole Fiber Optic Line	702 Communications	Fiber Optic Line
4	1	2108+24	RT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
5	2	2115+06	RT	PRMAINAVE	Pot Hole 1 1/8" PE Gas Line	Xcel Energy	Gas Line
6	2	2119+08	RT	PRMAINAVE	Pot Hole Fiber Optic Line	702 Communications	Fiber Optic Line
7	2	2119+09	RT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
8	2	2119+10	RT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
9	2	2119+11	RT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
10	3	2128+75	RT	PRMAINAVE	Pot Hole 1 1/8" PE Gas Line	Xcel Energy	Gas Line
11	3	2129+69	RT	PRMAINAVE	Pot Hole 1 1/8" PE Gas Line	Xcel Energy	Gas Line
12	3	2131+67	LT	PRMAINAVE	Pot Hole Electric Line	Xcel Energy	Electric Line
13	4	2135+82	LT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
14	4	2135+90	RT	PRMAINAVE	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
15	2	4+17	RT	PR8THST	Pot Hole Electric Line	Xcel Energy	Electric Line
16	2	4+17	RT	PR8THST	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
17	2	4+91	RT	PR8THST	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
18	3	1+96	RT	PR4THST N	Pot Hole 1 1/8" PE Gas Line	Xcel Energy	Gas Line
19	3	1+96	RT	PR4THST N	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
20	3	4+32	RT	PR4THST S	Pot Hole Fiber Optic Line	Consolidated Communications	Fiber Optic Line
21	3	4+32	RT	PR4THST S	Pot Hole Fiber Optic Line	Century Link	Fiber Optic Line
22	3	4+37	LT	PR4THST S	Pot Hole Fiber Optic Line	Midco	Fiber Optic Line
23	3	4+37	LT	PR4THST S	Pot Hole Electric Line	Xcel Energy	Electric Line
24	3	4+37	LT	PR4THST S	Pot Hole 2" PE Gas Line	Xcel Energy	Gas Line







Note: Electrical and Fiber Optic lines marked "Municipal" on these sheets represent lines owned and operated by the City of Fargo. Take care to identify and protect them in the field. Do not confuse them with the private utility line needing pot hole depth checks, as requested

Site #13
Pot Hole Fiber Optic Line
Owned by Century Link

Site #14
Pot Hole Fiber Optic Line
Owned by Century Link