FARGO CITY COMMISSION AGENDA
Monday, October 9, 2017 - 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, September 25, 2017).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 9/25/17:
   a. Rezoning Certain Parcels of Land Lying in Reeves Addition.
   b. Amending Sections 20-0401 and 20-0402 of Article 20-04 of Chapter 20 of the Fargo Municipal Code Relating to Use Regulations and Self-Service Storage.

2. Receive and file communication from Leo F.J. Wilking regarding the appeal of Aaron Cockfield appealing the decision of the Civil Service Commission and set a date for a hearing.

3. Receive and file communication from Mark A. Friese regarding the appeal of David Boelke appealing the decision of the Civil Service Commission and set a date for a hearing.

4. Renewal of BCBSND Dental Insurance, Avesis Vision Insurance and Mutual of Omaha Life Insurance effective 1/1/18 and transition to Mutual of Omaha Long-Term Disability Insurance.

5. Out-of-Grade pay request for Audra Stonefish in the Public Health Department.

6. Sole Source Procurement with Family HealthCare for annual medical interpreting services for an estimated amount of $36,000.00.

7. Amendment to Development Agreement with DFI Roberts LLC.

8. Roberts Commons Condominium formation documents.

9. Appointment of Cass County State's Attorney and Assistants as Special City Prosecutors.

10. Tax exemptions for improvements made to buildings:
    a. Don R. Symington, 1110 3rd Avenue North Unit 603W (3 year).
    b. Amy T. and Devin B. Mertes, 1537 4th Street North (5 year).
    c. Brent A. and Jenel K. Wavra, 2719 28th Avenue South (5 year).
    d. Ronald W. and Dawn D. Solberg, 1327 Oak Street North (5 year).
    e. Ronald W. and Dawn D. Solberg, 1327 Oak Street North (5 year).

f. Dennis J. and Teresa M. Steinman, 1618 10th Street South (5 year).
g. Thomas R. and Carol A. Gustad, 3657 River Drive South (5 year).
h. Benjamin J. Wenger, 2402 7th Street North (5 year).

11. Site Authorization for Fargo Youth Hockey Association at H.A. Thompson and Sons Arena (previously the Teamsters Arena).

12. Applications for Games of Chance:
    a. Bennett PTA for bingo from 10/13/17 to 4/13/18.
    b. Nativity Elementary School for a raffle on 2/2/18.
    c. Dan Hedrick Benefit for a raffle on 11/1/17; Public Spirited Resolution.
    d. Nativity Church of Fargo for a raffle on 11/5/17.
    e. United Way of Cass-Clay for a raffle on 10/20/17.
    f. United Way of Cass-Clay for a raffle on 11/20/17.
    g. United Way of Cass-Clay for a raffle on 11/15/17.
    h. Fargo North Spartans for a raffle on 12/2/17.

13. Request from YMCA to hang banners in the skyway from December 1st to December 14th to promote their presence in downtown.

14. Request to extend the 2016/2017 snow hauling contracts with Master Construction, Diesel Dogs Trucking and Industrial Builders for the 2017/2018 snow season (RFP17012, RFP17013 and RFP17014).

15. Sole Source Procurement for the purchase of AMP salt brine additive from EnviroTech Services at a price of $2.76 per gallon.

16. Sole Source Procurement for the purchase of IceSlicer ice melt from EnviroTech Services at a price of $180.00 per ton.

17. Local match commitment letter for the FEMA Pre-Disaster Mitigation Grant application associated with Project No. WW1707.

18. Three-year contract with Fargo Public Schools for garbage collection services with the option to renew for two additional terms ending 10/31/23 and 10/31/26.

19. Amendment to the Emergency Management Joint Powers Agreement.

20. Cost Share Agreement with Cass County ND for the Completion of the Multi-Hazard Mitigation Plan.

21. Fire Department budget adjustment and contract with the ND Division of Homeland Security for grant funding in the amount of $158,345.00 for the purchase of Regional Response Equipment and Training (CFDA #97.067).

22. Police Department budget adjustment and contract with the ND Division of Homeland Security for grant funding in the amount of $79,344.00 for the purchase of air-purifying respirators (CFDA #97.067.)

23. Police Department budget adjustment and NDDOT Grant in the amount of $55,000.00 for Seatbelt, Impaired Driving, Distracted Driving Enforcement and Education Activities and Underage Drinking Enforcement (CFDA #20.616 and 20.600).

24. Advertisement of Request for Proposals for general engineering services for the Solid Waste, Water and Wastewater Utilities.

25. ND DOT State Aid Contract in the amount of $426,711.00 for transit funding.

26. Road Use Agreement with KCM, Kilbourne Construction Management, and DFI Roberts LLC for 625 2nd Avenue North.

27. Bid advertisement for Project No. UR-17-C.

28. Bid award for Project No. TR-17-B1.

29. Contracts and bonds for Project Nos. FM-17-B1 and WA1510.

30. Bills.

31. Requests from the following contractors to conduct work on Sundays as needed to meet deadlines and complete projects prior to winter.
    a. Master Construction, Improvement District Nos. BN-17-A1, BN-17-B1, BR-17-C1 and BR-17-F1.
    b. Shermans LLC, Improvement District No. BR-17-G1.
    c. Excavating Inc., Project Nos. FM-14-63 AND FM-15-B2.
    d. ICS, Project No. FM-15-J1.
    e. Opp Construction, Improvement District No. PR-17-F1.

32. Time extension to 9/12/18 for Improvement District No. BN-17-A1.

33. Time extension to 10/13/17 for Improvement District No. BN-17-B1.

34. Early Build Permit for Properties in Cottagewood 3rd Addition (Improvement District No. BN-17-H1).

35. Early Build Permit for Property at 5002 19th Avenue North (Improvement District No. BN-17-A1).

36. Contract Amendment No. 1 for an increase of $75,877.00 for Improvement District No. BN-17-A0.

37. Final Balancing Change Order No. 2 for an increase of $2,751.15 for Improvement District No. NR-16-A1.

38. Negative Final Balancing Change Order No. 3 in the amount of -$4,146.11 for Improvement District No. NN-14-21.

39. Negative Final Balancing Change Order No. 5 in the amount of -$31,583.90 for Improvement District No. BR-16-A1.

40. Negative Final Balancing Change Order No. 4 in the amount of -$12,735.00 for Improvement District No. NN-15-A1.

41. Contract and bond for Improvement District No. AN-17-G1.

REGULAR AGENDA:

42. Commissioner Gehrig would like to discuss special assessments.

43. Commissioner Piepkorn would like to discuss property tax reform.

44. Public Hearings - 5:15 pm:

a. CONTINUED to 11/6/17 - Appeal of a Board of Adjustment decision on a variance request at 3931 and 3949 37th Avenue South to allow a proposed building to be constructed to a lower elevation than would otherwise be required by the City's Floodproofing Code, as referenced by Article 21-06 of the Fargo Municipal Code; denied by the Board of Adjustment on 8/22/17; continued from 9/25/17 Regular Meeting.

b. Special Assessment lists for the following Improvement Districts, all having been approved by the Special Assessment Commission on 9/6/17; set the interest rate at 1% per annum over the net rate on bonds financing said projects:

(1) Drain 10 Channel Repairs Improvement District No. 6237.
(2) P.C. Concrete Alley Paving Improvement District No. AN-16-A.
(3) P.C. Concrete Alley Paving Improvement District No. AN-16-B.
(4) P.C. Concrete Alley Paving Improvement District No. AN-16-C.
(5) P.C. Concrete Alley Paving Improvement District No. AN-16-E.
(6) Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb and Gutter, Asphalt Paving, Street Lights Improvement District No. BN-15-K.
(7) Sanitary Sewer, Water Main, Storm Sewer, Concrete Paving, Street Lights Improvement District No. BN-15-N.
(8) Sanitary Sewer, Water Main, Storm Sewer, Grading, Paving, Street Lights Improvement District No. BN-16-E.
(9) Water Main, Storm Sewer, P.C. Concrete Paving, Street Lights Improvement District No. BN-16-F.
(10) Sanitary Sewer, Storm Sewer, Paving, Street Lights Improvement District No. BN-16-L.
(11) Water Main Replacement, Street Reconstruction Improvement District No. BR-15-A.
(12) Water Main Replacement, Force Main Construction, Street Reconstruction Improvement District No. BR-16-B.
(13) P.C. Concrete Pavement, Concrete Curb and Gutter, Asphalt Pavement Improvement District No. PN-14-7.
(14) Concrete Curb and Gutter, Asphalt Pavement, Street Lights Improvement District No. PN-15-E.
(15) P.C. Concrete Pavement, Concrete Curb and Gutter, Asphalt Pavement Improvement District No. PN-15-L.
(16) Concrete Curb and Gutter, Asphalt Pavement, Street Lights Improvement District No. PN-15-M.
(17) Concrete Curb and Gutter, Asphalt Pavement, Street Lights Improvement District No. PN-15-N.
(18) Grading, P.C.C. Pavement, Storm Sewer, Traffic Signals, Street Lights, Sidewalks Improvement District No. PR-14-0.
(19) Traffic Signals Improvement District No. TN-16-B.
(20) Traffic Signals Improvement District No. TN-16-E.
(21) Sanitary Sewer, Water Main, Storm Sewer Improvement District No. UN-15-M.

(22) Sanitary Sewer, Water Main, Storm Sewer Improvement District No. UN-15-N.
(23) Water Main Replacement Improvement District No. UR-16-A.

c. Renaissance Zone Project for DFI BG LLC for a rehabilitation project located at 115, 117 and 119 Broadway North.

45. Easement Agreement with DFI Dillard and DFI Kesler that provides access between the Dillard Building and the Roberts Parking Garage and parking priority for residential tenants.

46. Consider contract award for consulting services for Apex Engineering Group in the amount of $1,029,065.00 (Improvement District No. BR-18-C0).

47. Consider Resolution Supporting an Inclusive Community.

48. Commissioner Grindberg would like to discuss election reform proposals.

49. Commissioner Gehrig would like to discuss the injunction on the FM Diversion.

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.

1a

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN
PARCELS OF LAND LYING IN REEVES 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 Reeves Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 5, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 25, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Lots Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23) and Twenty-four, inclusive, and the Southerly 40.0 feet of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), all in Block Six (6) of Reeve's Addition to Fargo, Cass County, North Dakota, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said county, together with all of the 20 foot wide East-West alley in said Block Six (6) lying contiguous to said Lots;

and,

That part of Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6), all of Lots Seven (7), Eight (8) and Nine (9) and that part of the vacated alley, all in Block Six (6), Reeve's Addition to the City of Fargo, according to the recorded plat thereof on file and of record in the office of the Recorder, Cass County, North Dakota, and that part of vacated 6th Avenue North lying north of said Block Six (6), described as follows:

Commencing at an iron monument which designates the southeast corner of said Block Six (6); thence North 02 degrees 25 minutes 39 seconds West on an assumed

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bearing along the east line of said Block Six (6) for a distance of 200.00 feet to an iron monument at the northeast corner of a certain tract of land as described in Quit Claim Deed Document #964352, recorded September 6, 2000, on file and of record in the office of said Recorder, the point of beginning of the land to be described; thence continuing North 02 degrees 25 minutes 39 seconds West along the east line of said Block Six (6) for a distance of 11.85 feet to an iron monument; thence North 89 degrees 59 minutes 43 seconds West for a distance of 60.49 feet to an iron monument; thence North 02 degrees 26 minutes 57 seconds West for a distance of 50.40 feet to an iron monument on a line 50.00 feet southerly of the centerline of the railroad tracks of the Burlington Northern Santa Fe Railroad, as measured at a right angle to and parallel with said railroad tracks; thence North 80 degrees 17 minutes 53 seconds West along said line 50.00 feet southerly of and parallel with said railroad tracks for a distance of 262.72 feet to an iron monument; thence continuing northwesterly along said line 50.00 feet southerly of and parallel with said railroad tracks, on a tangential curve concave to the north having a radius of 2914.93 feet and a central angle of 02 degrees 41 minutes 28 seconds for an arc distance of 136.91 feet to an iron monument on the northerly extension of the west line of said Lot Nine (9); thence South 02 degrees 21 minutes 15 seconds East along said northerly extension of the west line of said Lot Nine (9), the west line of said Lot Nine (9) and the southerly extension of the west line of said Lot Nine (9) for a distance of 201.30 feet to an iron monument on the centerline of the vacated alley in said Block Six (6); thence North 87 degrees 39 minutes 03 seconds East along the centerline of said vacated alley for a distance of 150.23 feet to an iron monument on the west line of said tract of land as described in Quit Claim Deed document #964352; thence North 02 degrees 22 minutes 43 seconds West along the west line of said tract of land for a distance of 50.00 feet to an iron monument at the northwest corner of said tract of land; thence North 87 degrees 39 minutes 03 seconds East along the north line of said tract of land for a distance of 300.42 feet to the point of beginning.

is hereby rezoned from "GC", General Commercial, District to "DMU", Downtown Mixed-Use, District; with a "C-O", Conditional Overlay as follows:

1. Minimum setback on the east side of the property of 20 feet unless the property owner, at property owner's expense, obtains a structural assessment and professional opinion from a North Dakota licensed professional engineer that will support a reduced setback from a structural perspective to a reasonable factor of

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safety and provide for access for maintenance of said proposed reduction of setback is approved by the City Zoning Administrator.

2. All development must comply with stormwater management requirements for a GC, General Commercial, Zoning District, including stormwater retention facilities unless an alternative stormwater management plan is proposed that is acceptable to the City and approved by the board of City Commissioners.

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

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

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

_____
Steven Sprague, City Auditor

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FARGO, NORTH DAKOTA

1b

ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTIONS
20-0401 and 20-0402 OF ARTICLE 20-04 OF CHAPTER 20 OF THE
FARGO MUNICIPAL CODE RELATING TO USE REGULATIONS
AND SELF-SERVICE STORAGE

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 20-0401 of Article 20-04 of Chapter 20 of the Fargo Municipal Code is hereby amended to change the Use for DMU category from "not permitted by right" to allow self-storage in the DMU zoning district as a P/C under use specific conditions as set forth in Section 20-0402(J), and, thus, said Section 20-0401 is amended to read as follows:

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Article 20-04
Use Regulations

§20-0401 Use Table

Table 20-0401 lists the uses allowed within zoning districts.

A. Use Categories

All of the use categories listed in Table 20-0401 are explained in Sec. 20-1203. The second column of the use table contains an abbreviated explanation of the respective use category. If there is a conflict between the abbreviated definition and the full explanation contained in Sec. 20-1203, the provisions of Sec. 20-1203 will control.

B. P Uses Permitted By-Right

A "P" indicates that a use category is allowed by-right in the respective zoning district. These permitted uses are subject to all other applicable regulations of this Land Development Code.

C. C Conditional Uses

A "C" indicates that a use category is allowed only if reviewed and approved as a Conditional Use, in accordance with the Conditional Use review procedures of Sec. 20-0909. Conditional Uses are subject to all other applicable regulations of this Land Development Code.

D. /C Uses Subject to Specific Conditions

A "P" or a "C" that is accompanied by the symbol "/C" indicates that the listed use type is subject to use-specific conditions. The standards are listed alphabetically in Sec. 20-0402.

E. – Uses Not Allowed

A "-" indicates that a use type is not allowed in the respective zoning district, unless it is otherwise expressly allowed by other regulations of this Land Development Code.

F. New or Unlisted Uses

If an application is submitted for a use type that is not listed in the use table, the Zoning Administrator shall be authorized to make a similar use interpretation based on the use category descriptions of Sec. 20-1203 and the similar use interpretation criteria of Sec. 20-1203-B. If the Zoning Administrator determines that the proposed use does not fit any of the use category descriptions of Sec. 20-1203, no similar use interpretation shall be made. In the event that a similar use interpretation cannot be made, the Zoning Administrator shall be authorized to allow the proposed use type as a conditional use in the LI district or as a use permitted by-right in the GI district.

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Table 20-0401

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																			
			AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
Residential																							
Household Living	residential occupancy of a dwelling unit by a "household"	House, Detached	P	P	P	P	P	P	P	P	P	P	P	P	P	C	C	P	C	-	-	-
		House, Attached	-	-	-	-	P	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-	-	-
		Duplex	-	-	-	-	P	P	P	P	P	P	P	P	P	C	C	P/C [E]	C	-	-	-
		Multi-Dwelling Structure	-	-	-	-	-	-	P	P	P	P	P	P	P	C	C	P/C [E]	C	-	-	-
		Mobile Home Park	-	-	-	-	-	-	-	-	-	-	P	-	-	-	-	-	-	-	-	-
Group Living	residential occupancy of a structure by a group of people who do not meet the definition of "Household Living"		C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	P/C [E]	P/C [E]	P/C [E]	P	P/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	C/C [E]	-	-	-
Bed and Breakfast	A facility of residential character that provides sleeping accommodations and breakfast		C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]	C/C [S]											
Group Living Restricted Residency	Residential occupancy of a structure by a group of four or more individuals that have been convicted of a felony		-	-	-	-	-	-	C/C [U]	C/C [U]	C/C [U]	C/C [U]		C/C [U]	C/C [U]	C/C [U]	C/C [U]	C/C [U]	C/C [U]	C/C [U]	C/C [U]	-
Institutional																							
College	colleges and institutions of higher learning		C	C	C	C	C	C	C	C	C	P	C	C	C	P	P	P	P	P	-	P/C [G]
Community Service	public, nonprofit, or charitable uses, generally providing a local service to the community		C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	C/C [C]	P/C [C]	P/C [C]	P/C [C]	C/C [C]	P/C [C]	P/C [C]	P/C [C]	P	P	P/C [C]	P	P	-	P/C [G]

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type		Zoning Districts																			
			AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
Day Care	care, protection and supervision for children or adults on a regular basis away from their primary residence for less than 24 hours per day	1-7 children or adults[1]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	-	P/C [G]
		8-12 children or adults[1]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C[D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	-	P/C [G]
		13+ children or adults	-	-	-	-	-	-	-	C/C [D]	C/C [D]	C/C [D]	P/C [D]	C/C [D]	C/C [D]	C/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	P/C [D]	-	P/C [G]
Detention Facilities	facilities for the detention or incarceration of people		C	-	-	-	-	-	-	C	C	C	-	-	-	-	C	C	C	P	P	P	P/C [G]
Health Care Facility	medical or surgical care to patients, with overnight care		C	C	C	C	C	C	C	C	C	C	C	C	-	-	P	P	P	P	P	P	P/C [G]
Parks and Open Areas	natural areas consisting mostly of vegetative landscaping or outdoor recreation, community gardens, etc.		P	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	-	P/C [G]
Religious Institution	Meeting area for religious activities	500 seating capacity	C/C [T]	P	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	-	P/C [G]
		501+ seating capacity	C/C [T]	P/C [H]	P/C [H]	P/C [H]	P/C [H]	P/C [H]	P	P	P	-	P	P	P	P	P	P	P	P	P	-	P/C [G]
Safety Services	public safety & emergency response services		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P/C [G]
Schools	schools at the primary, elementary, middle,		-	P/C [I]	P/C [I]	P/C [I]	P/C [I]	P/C [I]	P/C [I]	P/C [I]	P/C [I]	C	-	-	-	C	C	C	C	C	-	P/C [G]

[1] Not including the children or parents of the day care provider.

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Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type		Zoning Districts																			
			AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
	junior high, or high school level																						
Utilities, Basic	infrastructure services that need to be located in or near the area where the service is provided		P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K]	P/C [K] [G]
Commercial																							
Adult Entertainment Center	an adult bookstore, adult cinema or adult entertainment facility		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [A]	P/C [A]	P/C [A]	-
Office	Activities conducted in an office setting and generally focusing on business, government, professional, medical, or financial services		-	-	-	-	-	-	-	-	-	P	-	P	P	P	P	P	P	P	P	-	P/C [G]
Off-Premise Advertising Signs	Billboard		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [B]	-	P/C [B]	P/C [B]	P/C [B]	-
Parking, Commercial	parking that is not accessory to a specific use...fees may or may not be charged		-	-	-	-	-	-	-	-	-	P	-	-	-	P	P	P	P	P	P	P/C [G]
Recreation and Entertainment, Outdoor	large, generally commercial uses that provide continuous recreation or entertainment oriented activities		-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	P	P	-	P/C [G]
Retail Sales and Service	firms involved in the sale, lease or rental of new or used products to the general public...they may also provide personal services or entertainment, or provide product repair or services for consumer and		-	-	-	-	-	-	-	-	-	P	-	-	P	-	P	P	P	P	-	-

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type		Zoning Districts																			
			AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
	business goods																						
Self-Service Storage	uses providing separate storage areas for individual or business uses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [J]	P/C [J]	P	P	-	-
Vehicle Repair	service to passenger vehicles, light & medium trucks & other consumer motor vehicles, generally, the customer does not wait at the site while the service or repair is being performed		-	-	-	-	-	-	-	-	-	-	-	-	-	-	P/C [L]	P/C [L]	P	P	-	-
Vehicle Service, Limited	direct services to motor vehicles where the driver or passengers generally wait in the car or nearby while the service is performed		-	-	-	-	-	-	-	-	-	-	P/C [M]	-	-	-	P	P/C [M]	P	P	-	-
Non-farm Commercial	Commercial Uses defined in Section 20-1203D occurring in AG, Agricultural Districts		C/C [T]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Industrial																							
Industrial Service	firms engaged in the repair or servicing of industrial, business or consumer machinery, equipment, products or by-products		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C/C [Q]	C/C [R]	P/C [F]	P/C [F]	P/C [G]
Manufacturing and Production	firms involved in the manufacturing, processing, fabrication, packaging, or assembly of goods		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C/C [R]	P	P	P/C [G]
Warehouse	firms involved in the		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C/C	P	P	P/C

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
			Zoning Districts																				
and Freight Movement	storage, or movement of goods																			[R]			[G]
Waste-Related Use	uses that receive solid or liquid wastes from others for disposal on the site or for transfer to another location, uses that collect sanitary wastes, or uses that manufacture or produce goods or energy from the composting of organic material		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P/C [G]
Wholesale Sales	firms involved in the sale, lease, or rental of products primarily intended for industrial, institutional, or commercial businesses		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	C/C [R]	P	P	-
Other																							
Agriculture	raising, producing or keeping plants or animals	Animal Confine-ments	C	C [2]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P/C [G]
		Farming/ Crop Production	P	C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P/C [G]
Aviation	facilities for the landing and takeoff of flying vehicles, including loading and unloading areas		C	C	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	P	P	P/C [G]
Surface Transportation			-	-	-	-	-	-	-	-	-	-	-	-	-	C	C	C	C	P	P	P/C [G]
Entertainment Event, Major	activities & structures that draw large numbers		C	-	-	-	-	-	-	-	-	-	C	-	-	-	-	-	C	C	C	-	P/C [G]

[2] In SR-0 districts, animal confinements are either permitted or a conditional use, subject to procedures of Sec. 20-0909, as described in Sec. 20-1203.C.2.b.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
			Zoning Districts																				
	of people to specific events or shows																						
Mining	mining or extraction of mineral or aggregate resources from the ground for off-site use		C	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C	P	-
Telecom-munications Facilities	devices and supporting elements necessary to produce non-ionizing electromagnetic radiation... operating...to produce a signal...	TSS 125 feet in height or less	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	P/C [N]	P/C [N]	P/C [N]	C/C [N]
		TSS greater than 125 ft in height	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	C/C [N]	C/C [N]	C/C [N]	-
		TSS 50 ft in height or less	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	C/C [N]	P/C [N]	P/C [N]	C/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	C/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]
		TSS 35 ft in height or less	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]	P/C [N]
		TSSs supported by Guy wires	C/C [N]	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		Attached	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C	P/C

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Use Category	Definition (Excerpt; See Sec. 20-1203)	Specific Use Type	Zoning Districts																			
			AG	SR0	SR1	SR2	SR3	SR4	SR5	MR1	MR2	MR3	UMU	MHP	NO	NC	GO	LC	DMU	GC	LI	GI	PI
		Telecom-munications facilities	[N]	[N]	[N]	[N]	[N]	[N]		[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]	[N]

P = Use Permitted By-Right ■ **P/C** = Use Permitted By-Right But Subject to Use-Specific Standards of Sec. 20-0402
C = Conditional Use, Subject to Procedures of Sec. 20-0909 ■ Some uses also Subject to **Site Plan Review** (See Sec. 20-0910) or to a Traffic Impact Study as required by Sec. 20-0701(L) ■ **C/C** = Conditional Use And Subject to Use-Specific Standards of Sec. 20-0402

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Amendment.

Section 20-0402 of Article 20-04 of Chapter 20 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

§20-0402 Use Standards

A. * * *

B. * * *

C. * * *.

D. * * *

E. * * *

F. * * *

G. * * *

H. * * *

I. * * *

J. Self-Service Storage

1. All walls visible from the street shall be finished with architectural materials such as brick, glass, stone, ceramic, stucco, precast panels, exterior insulation finish systems (e.g. dryvit), or curtain walls. The following material shall not be used on walls that are visible from the street: metal panels; non-residential-grade metal siding; non-residential grade wood-based materials; non-residential grade composition materials, such as plastic or asphalt; concrete blocks or cinder blocks. Concrete block may be used only if it is burnished, standing flute or sculptured.

2. Within the DMU, Downtown Mixed Use, zoning district self-service storage shall be allowed under the following conditions:

a. The self-service storage is located in the basement of the structure.

b. Storage of chemicals or other harmful materials is prohibited.

* * * *

Section 3. Penalty.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 4. Effective Date.

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

_____
Timothy J. Mahoney, Mayor

Attest:

_____
Steven Sprague, City Auditor

(SEAL)

First Reading:
Second Reading:
Final Passage:
Publication:

Leo F. J. Wilking, J.D.
www.WilkingLaw.com

3003 32nd Ave. South, Suite 240
Fargo, ND 58103

PO Box 3085
Fargo, ND 58108-3085
(701) 356-6823 *Phone*
(701) 478-7621 *Fax*

VIA E-MAIL AND U.S. MAIL

September 28, 2017

Hon. Tim Mahoney
Mayor, City of Fargo
Fargo City Hall
200 N. 3rd Street
Fargo, N.D. 58102

Re: Appeal of Aaron Cockfield

Dear Dr. Mahoney:

This law firm represents Aaron Cockfield, who was terminated from his position with the City's Solid Waste Department effective August 22, 2017. Mr. Cockfield appealed his termination to the Civil Service Commission, which considered that appeal at a hearing on September 19, 2017. The Civil Service Commission denied Mr. Cockfield's appeal and issued its findings and conclusions by letter dated September 25, 2017 (enclosed herewith).

Pursuant to Article 7-0305(D) of the Fargo City Ordinances, Mr. Cockfield now appeals to the Fargo City Commission from the decision of the Civil Service Commission.

Mr. Cockfield and I look forward to a hearing before the Fargo City Commission, at which time we will present evidence that termination of Mr. Cockfield's employment was motivated by improper considerations, including racial discrimination and a significant departure from the City's "Disciplinary Guidelines" (Policy No. 300-008) and the "Supervisor Guide to Employee Discipline."

Sincerely,

WILKING LAW FIRM

Leo F.J. Wilking
cc: Jill Minette, Director of Human Resources (via e-mail and U.S. Mail)
Nancy Morris, Assistant City Attorney (via e-mail)
Aaron Cockfield (via e-mail)

September 25, 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Aaron Cockfield
518 5 Street E #207
West Fargo, ND 58078

Dear Mr. Cockfield,

On Tuesday, September 19, 2017 at 10:00 a.m., the Civil Service Commission met to hear your appeal. The Commission denied your appeal. This letter memorializes the Commission's findings and conclusions.

FINDINGS:

1. The Commission considered the parties' thorough submissions, including testimony from claimant Aaron Cockfield, video testimony from Mark Steffens, City of Fargo Solid Waste Utility Director Terry Ludlum, Solid Waste Route Supervisor Dave Rheault, and Solid Waste Equipment Operator II Shawn Eckre.

2. Aaron Cockfield was terminated from his position on August 22, 2017.

3. The appointing authority determined that Aaron Cockfield violated City of Fargo policies 300-005 and 400-009.

4. The City of Fargo terminated Aaron Cockfield in accordance with City of Fargo policy and procedures.

5. Aaron Cockfield's termination was for cause.

6. Aaron Cockfield's termination was not motivated by political or other improper considerations.

CONCLUSION:

Aaron Cockfield's appeal to this Commission is DENIED. The termination was for cause and was not motivated by political or other improper considerations. The Civil Service Commission therefore upholds Aaron Cockfield's termination of employment.

Sincerely,

Jane Pettinger, Civil Service Commission, Chair

C: HR File

Mark A. Friese

mfriese@vogellaw.com

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October 3, 2017

HAND DELIVERED

Mayor Tim Mahoney
Fargo City Hall
200 3rd Street North
Fargo, ND 58102

Re: David Boelke Notice of Appeal
Our File No.: 027632.17056

Dear Mayor Mahoney and Members of the Commission:

Pursuant to Fargo Municipal Ordinance 7-0305, enclosed please find the Notice of Appeal of David Boelke from the decision of the Fargo Civil Service Commission. This Notice of Appeal is also being sent to Fargo Director of Human Services Jill Minette via electronic mail.

Ordinance 7-0305 does not appear to provide specific direction on the City Commission's procedure on an appeal from a decision of the Fargo Civil Service Commission. I would respectfully request your office provide me with a copy of any procedures or special instructions Mr. Boelke must follow in order to facilitate this appeal.

Very truly yours,

Vanessa Lystad for
Mark A. Friese

MAF:vll
Enclosure

cc (via email only): David Boelke
Assistant City Attorney Nancy Morris
Director of Human Resources Jill Minette

3040236.1

BEFORE THE BOARD OF CITY COMMISSIONERS

In the Matter of the Discipline of Fargo Police Officer David Boelke	NOTICE OF APPEAL

TO: CITY OF FARGO MAYOR TIM MAHONEY AND FARGO BOARD OF CITY COMMISSIONERS:

PLEASE TAKE NOTICE that pursuant to Fargo Municipal Ordinance 7-0305, David Boelke, through his attorney Mark Friese, does hereby appeal the Findings and Conclusion of the Fargo Civil Service Commission dated September 25, 2017 and received by Mr. Boelke via email and mail on September 27, 2017. This appeal is timely per Ordinance 7-0305.

Dated this 3rd day of October, 2017.

Respectfully submitted,

(#06862)

Vanessa Gystad for

BY: Mark A. Friese (#05646)
VOGEL LAW FIRM
218 NP Avenue
PO Box 1389
Fargo, ND 58107-1389
Telephone: (701) 237-6983
ATTORNEYS FOR DAVID BOELKE

3036678.1

CITY OF Fargo

OFFICE OF HUMAN RESOURCES

200 3RD STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: 701-241-1321
FAX: 701-476-6707

4

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources JM

Re: Benefit Renewals

Date: October 4, 2017

We have several benefit plan renewals that will be occurring on January 1, 2018. The renewals and proposed changes are listed below:

Dental Insurance

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). Their proposed renewal for 2018 includes a 6.85% premium increase. The City contributes the cost of the single premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected. The proposed dental premiums are attached. The premium increase results in an approximate increase of $16,718 to the City of Fargo. Employees who have elected family coverage will experience an increase of $5.20 per month.

Vision Insurance

Our vision insurance provider is Avesis. The vision insurance renewal for 2018 and 2019 includes a 5% increase to employee premiums, which are paid entirely by COF employees. This rate is guaranteed by Avesis until January 1, 2020.

Life Insurance

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2018 provides no increase to employee premiums, which are paid entirely by COF employees. This rate is guaranteed until January 1, 2019.

Long-Term Disability Insurance

Our current long-term disability provider is Lincoln Financial Group. We have received a quote from Mutual of Omaha for the same plan design with the exception of a reduced elimination period from 180 days to 120 days, which provides an enhanced benefit for employees. The transition to Mutual of Omaha would provide a premium decrease from .236% of insured income to .20%. The LTD premium is paid entirely by the City of Fargo. The premium reduction would result in an annual savings of approximately $20,400.

RECOMMENDED MOTION: To approve the renewal of Blue Cross Blue Shield Dental Insurance, Avesis Vision Insurance, Mutual of Omaha Life Insurance effective January 1, 2018 and to approve the transition to Mutual of Omaha Long-Term Disability Insurance as early as possible following commission approval.

Printed on Recycled paper.

City of Fargo
Blue Cross Blue Shield North Dakota (BCBSND) Dental Premiums
2018

	Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
Full-Time Employee 40 (Scheduled Hours: 40 /week; 2080 /Year)*						
Employee Only	$0.00	$20.85	$0.00	$41.70	$41.70	$500.40
+ spouse	$20.80	$20.85	$41.60	$41.70	$83.30	$999.60
+ children	$19.75	$20.85	$39.50	$41.70	$81.20	$974.40
+ spouse & children	$41.10	$20.85	$82.20	$41.70	$123.90	$1,486.80
Full-Time Employee 30-39 (Scheduled Hours: 30-39/week; 1560-2079/year)*						
Employee Only	$5.21	$15.64	$10.42	$31.28	$41.70	$500.40
+ spouse	$26.01	$15.64	$52.02	$31.28	$83.30	$999.60
+ children	$24.96	$15.64	$49.92	$31.28	$81.20	$974.40
+ spouse & children	$46.31	$15.64	$92.62	$31.28	$123.90	$1,486.80
Part-time Employee 20-29 (Scheduled Hours 20-29/week; 1040 - 1559/year)*						
Employee Only	$10.42	$10.43	$20.84	$20.86	$41.70	$500.40
+ spouse	$31.22	$10.43	$62.44	$20.86	$83.30	$999.60
+ children	$30.17	$10.43	$60.34	$20.86	$81.20	$974.40
+ spouse & children	$51.52	$10.43	$103.04	$20.86	$123.90	$1,486.80

*Premiums apply to employees who are benefit eligible as defined in COF policy.

CITY OF Fargo

OFFICE OF HUMAN RESOURCES

200 3RD STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: 701-241-1321
FAX: 701-476-6707

5

To: Board of City Commissioners

From: Jill Minette JM
Director of Human Resources

Re: Request for Out-of-Grade Pay

Date: October 5, 2017

Ruth Roman, Fargo Cass Public Health Director, submitted a request for Audra Stonefish, Shelter / Detox Advocate (grade 6) to receive out-of-grade pay for working as an interim Detox Program Coordinator (grade 11) in an exempt status. This interim assignment is projected to last approximately three to four months following the Public Health Nurse/ Detox Coordinator position (grade 13) becoming vacant. The out-of-grade pay will not have a budget impact as the vacated position is in a higher grade than the out-of-grade assignment.

This request has been reviewed and approved by the City Administrators.

Suggested Motion:

Approve the request to award out-of-grade pay to Audra Stonefish effective September 25, 2017.

Printed on Recycled paper.

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

6

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING, RN, MSN
DIRECTOR OF NURSING

DATE: OCTOBER 4, 2017

RE: MEDICAL INTERPRETING FOR FARGO CASS PUBLIC HEALTH SERVICES FOR $36,000

As part of our requirements for receiving federal dollars and insurance reimbursements, Fargo Cass Public Health is required to provide medical interpretation for health services if needed. These medical interpreters are to be trained and re-certified routinely in order to provide a professional service.

If you have questions, please contact Desi Fleming at 241-8193.

Recommended Motion:
Approve Sole Source Procurement Form with an estimated amount of $36,000 for annual medical interpreting services through Family HealthCare.

DF/la
Enclosure

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Family HealthCare

Estimated Dollar Amount of Purchase:

$36,000

The project/service is required to:

Provide in-person medical interpreting for clients of Fargo Cass Public Health. As a recipient of federal funds and insurance reimbursements, FCPH is required to provide necessary medical interpreting as needed for health service provision.

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

Family Health Care has professional medically trained (initial plus annual recertification) interpreters. FCPH has an existing contract with this entity and has for several years. They have provided professional service and have an established system of on-line scheduling and communication. Family Health Care has interpreters that cover the variety of languages needed for the majority of our clients. Hourly rate will be decreasing this year due to existing customer relationship.

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

Information was collected from service providers as well as staff knowledge of interpreting services available in the community.

Cultural Diversity Resources of Fargo - does not offer medical interpreting

LSS - offers community and medical interpreters. LSS proof of certification and annual recertification of interpreting staff was requested by FCPH but not received. New program within last few years. Rate $50/hr plus mileage for interpreters.

Family Health Care - offers medical interpreters. Proof of initial and annual certification of staff. Online scheduling system. Established program. Current rate $69/hr with no mileage charge. Would decrease for next contract due to established existing customer.

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

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

see above section

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

N/A

CITY OF Fargo

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: PLANNING DIRECTOR JIM GILMOUR

DATE: OCTOBER 5, 2017

SUBJECT: ROBERTS COMMONS DEVELOPMENT

Attached for your consideration is an amendment to modify the schedule of the next phases of the developments adjacent to Roberts Commons. The amendment would add another phase to the development agreement (Dillard property) with that phase beginning earlier than anticipated. It would also change the schedule for the for the planned third phase (Kesler Development) so that it would begin after the Dillard Development as the fourth phase.

The original agreement required development on the city surface parking behind the Black Building into a mixed-use commercial/residential property, with the development to start by July of 2019. The redevelopment plan anticipated the development of the property to the north of the parking garage, but because neither the City nor the developer owned the property, it was not scheduled in the development agreement.

This amendment allows the developer to develop the property to the north of the parking garage (Dillard property) by July 2019 instead of the development of the City property behind the Black Building. The amendment still requires the development of the City property, but allows that to begin after the Dillard development, July of 2021.

RECOMMENDED MOTION: Approve the amendment to the Development Agreement between DFI Roberts and the City of Fargo that adds an additional development phase and extends the schedule for the development of the property behind the Black Building.

EQUAL HOUSING OPPORTUNITY

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FIRST AMENDMENT TO

DEVELOPMENT AGREEMENT

BY AND AMONG

CITY OF FARGO, NORTH DAKOTA

AND

DFI ROBERTS LLC

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 9TH day of October 2017, by and between the City of Fargo, a North Dakota municipal corporation (the "City") and DFI Roberts LLC, a North Dakota limited liability company ("Developer").

RECITALS:

WHEREAS, Developer and City have entered into a Development Agreement dated as of April 25, 2016, (the "Development Agreement"), pertaining to a project to be referred to herein as the "Roberts Garage and Wrap Project"; and,

WHEREAS, the Development Agreement, at Article 9, contained a certain deadline for commencement of construction for the Kesler Project of July 1, 2019 (the "Kesler Construction Commencement Deadline") and a certain target date for substantial completion of construction of said Kesler project of July 31, 2020 (the "Kesler Substantial Completion Target Date"); and,

WHEREAS, since the Development Agreement was entered into, the Developer, or an affiliate thereof, has elected to initiate a project adjacent to, and north of, the Roberts Garage and Wrap Project that will consist of a mixed-use development, which project is to be referred to herein as the "Dillard Project", prior to commencement of construction on the Kesler Project and Developer has requested that the two deadlines, above, for the Kesler Project be extended on the condition that Developer initiates construction on the Dillard Project on or before July 1, 2019, and the City is willing to agree to the same; and,

WHEREAS, the parties wish to agree to amend the Development Agreement to accommodate a later date for commencement of the Kesler project and, accordingly, a later date to be targeted for substantial completion of construction; and,

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into this Amendment, and the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and Developer covenant and agree as follows:

1. So long as construction commences on the Dillard Project by July 1, 2019, the Kesler Commencement Date previously defined as being of July 1, 2019, is hereby amended to be of July 1, 2021, as set forth in Paragraph 9.2(c) of the Development Agreement and the Kesler Substantial Completion Target Date previously defined as being of July 1, 2019, is hereby amended to be of July 1, 2023, as set forth in Paragraph 9.2(c) of the Development Agreement. In such event that construction on the Dillard Project by Developer has not commenced by July 1, 2019, then the Kesler Commencement Date and the Kesler Substantial Completion Target Date shall remain the same as set forth in the original Development Agreement.

2. In all other respects the Development Agreement, as the same has been previously amended, shall remain in full force and effect.

Effective Date. This Amendment shall be effective as of _____ ___, 2017.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of the date last executed below.

DFI:

DFI ROBERTS LLC,
a North Dakota limited liability company

DATE: _____

By: _____

Name: _____

Title: _____

CITY:

CITY OF FARGO
a North Dakota municipal corporation

DATE: _____

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Auditor

CITY OF Fargo

8

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

October 5, 2017

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

RE: Approval of Condominium Formation Documents

Dear Commissioners:

We are seeking your approval of the documents that establish the condominium for the Roberts Street parking ramp project as was contemplated by the Development Agreement between the City and DFI Roberts, LLC, approved by you in April 2016. I am sure you will recall that the project design provided for vehicular entrance on Roberts Street, with stairs or elevator access to Roberts Alley and to 2nd Avenue but otherwise, the ramp is "wrapped" by DFI's building. The Development Agreement called for a condominium to be established for the ownership of the two units by the City and DFI. Representatives of the City and of DFI have been diligently working for the past several months to develop the enclosed condominium documents. Enclosed for your review and approval is the Declaration Establishing a Plan of Condominium Ownership which includes drawings of the Garage Unit and the Wrap Unit, identifies certain common areas (including limited common areas) of the project and recognizes the percentage of ownership interest each Unit bears with respect to the common areas, and declares that use and ownership of each of the units will be subject to the covenants, restrictions, and bylaws of the condominium organization. The Covenants Conditions and Restrictions of the Roberts Commons Condominium are also enclosed. These establish the customary cross-easements that allow for shared ownership and use, where appropriate, of common areas and limited common areas, and provides authority for the governing board of the condominium to be responsible for decisions regarding exterior maintenance, architectural control and establish other rules and restrictions. Within the covenants are provisions addressing the bike storage area in the lower level of the Garage Unit and that provide the opportunity for tenants of the Wrap Unit to lease parking spaces within the Garage Unit. Finally, the enclosed Bylaws of the condominium establish the method of governance of the project by the condominium Board of Managers, which will consist of four persons—two representing the owner of each of the Wrap Unit and the Garage Unit. The bylaws are intended to create a system by which the project can be owned, operated and maintained, and for governance decisions to be made. Your approval of these condominiums documents is recommended.

SUGGESTED MOTION: I move to approve the documents establishing the Roberts Commons Condominium, including the Declaration Establishing a Plan of Condominium as presented or substantially in conformance therewith, and authorize the Mayor and City Auditor to execute the same.

Sincerely,

Erik R. Johnson

ERJ/lmw

Enclosures

ROBERTS COMMONS CONDOMINIUM

DECLARATION ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP

1. Submission of Property. DFI Roberts LLC, a North Dakota limited liability company ("Roberts"), whose address is 210 Broadway N., Suite 300, Fargo, ND 58102, and the City of Fargo, North Dakota, a municipal corporation of the State of North Dakota ("City"), whose address is ATTN: City Auditor, City Hall, 200 N. 3rd Street, Fargo, ND 58102 (Roberts and City, collectively, "the Declarants"), effective as of the _____ day of October, 2017, hereby submit the following land owned by them in fee simple, together with the buildings and improvements erected thereon, hereinafter collectively called the "Project", to the provisions of Chapter 47-04.1 of the North Dakota Century Code:

> LOTS 9 THROUGH 12, BLOCK 3, ROBERTS' ADDITION, SAID PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA AND THAT PART OF LOT 8, SAID BLOCK 3, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 09 DEGREES 42 MINUTES 09 SECONDS EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 03 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 87 DEGREES 08 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

All defined terms used but not separately defined herein shall have the meaning ascribed them in the Covenants or the Bylaws, as both terms are defined below.

2. Name and Address. The Project shall be known as the "Roberts Commons Condominium", and is generally located at the Northeast corner of the intersection of Roberts

Street and Second Avenue North, Fargo, North Dakota 58102. The primary street address for the Wrap Unit is 625 2nd Avenue North, Fargo, North Dakota 58102, and the street address for the Garage Unit is 217 Roberts Street North, Fargo, North Dakota 58102. In addition to the primary address, certain areas of the Wrap Unit will have separate addresses.

3. Building. The "Building" is that improvement erected and being erected on the Project and consists of a six-level structure made of mixed building materials.

4. Units. Attached Exhibit A reflects drawings of the Wrap Unit, the Garage Unit and portions of certain Common Areas (including Limited Common Areas) of the Project. There is a total of 2 Units. "Owners" shall refer to all fee title holders of a Unit; provided, however, if a Unit is being sold pursuant to a contract for deed or the like, the vendee/purchaser shall for all purposes be deemed the Owner(s). Unit 1 is generally present on three exterior sides of and on all levels of the Project, is comprised of retail and residential spaces and is depicted on attached Exhibit A (the "Wrap Unit"). Unit 2 is generally present on one exterior side of and on all levels of the Project, is surrounded on three sides by the Wrap Unit, is comprised of a parking garage and related uses and improvements and is depicted on attached Exhibit A (the "Garage Unit"). The Wrap Unit or the Garage Unit are sometimes referred to, individually, as a "Unit", or, collectively, as the "Units".

5. Quit Claim/Superseding Effect. Except for their respective rights in and to the Common Areas and except for certain encroachment and easement rights, all as set forth in this Declaration, Roberts hereby quit-claims to City all of its right, title and interest in and to the Garage Unit, and City hereby quit-claims to Roberts all of its right, title and interest in and to the Wrap Unit.

6. Dimensions of Units. Horizontally each Unit consists of an area measured horizontally from the Unit side of the walls and partitions separating such Unit from the adjoining Unit or Common Areas and extends outward to the Project boundaries, as depicted on Exhibit A. A Unit shall be measured to the surface on the Unit side of such walls and partitions, such surface being that of the wall board, concrete or other material with which the wall is constructed, and excluding wall coverings. Vertically, each Unit consists of all vertical upper and lower limits of the Project, except where the other Unit or a Common Area is located above or below such Unit, in which case the Unit consists of the space between the top of each Unit floor, excluding floor covering, and the underside of the Unit ceiling, or roof framing if no ceiling is constructed.

7. Common Areas. The "Common Areas" consist of the following, even if located in a Unit:

(a) The walls, ceilings and floors separating the Units from one another or separating a Unit from a Common Area;

(b) The entry, atrium, stairwell, elevator bank and/or other related areas and uses present on each level of the Project, generally located adjacent to Second Avenue North and depicted on Exhibit A.

(c) The mechanical room located on the first level of the Project and depicted on Exhibit A.

(d) All foundations, columns and other structural items of the Building reasonably necessary for the structural support of both the Wrap Unit and the Garage Unit;

(e) All equipment and distributory installations for services such as electricity, light, telephone, communications, gas, hot and cold water, heat and refrigeration, storm sewer and sanitary sewer (including all panels, meters, pipes, ducts, wires, cables, conduits and the like used in connection therewith) located within a Unit and serving that Unit and another Unit or a Common Area or located in a Common Area and serving both Units.

(f) The Limited Common Areas as described in Section 8 below.

All maintenance, repair or replacement to the Common Areas shall be the responsibility of the Association.

8. Limited Common Area. "Limited Common Areas" are Common Areas designated or designed for the primary use by one but not both of the Owners. Unless delegated by the Association to an Owner, all maintenance, repair or replacement to the Limited Common Areas shall be the responsibility of the Association, but the costs thereof shall be allocated to the Unit specifically entitled to use, or as a practical matter the only Unit that does use, same. Among the Limited Common Areas are: (a) existing and possibly future mail box clusters located in the atrium portion of the Common Area and labeled as "LCA – 2.2' x 3.7' MAILBOXES" and "LCA – 1.8' x 16.5' MAILBOXES" on attached Exhibit A, doors and related access and security equipment allowing for pedestrian passage between the Wrap Unit and the Garage Unit and labeled "LCA – 3.3' DOORWAY" on attached Exhibit A and areas to allow for the possible future construction and installation of exhaust ducts/vents from the Wrap Unit and through the Garage Unit and labeled "LCA – 2.5' x 6.5' EXHAUST VENT" on attached Exhibit A (collectively, the "Specific Limited Common Areas"); and (2) any equipment and distributory installations for services such as electricity, light, telephone, communications, gas, hot and cold water, heat and refrigeration, storm sewer and sanitary sewer (including all panels, meters, pipes, ducts, wires, cables, conduits and the like used in connection therewith) located within a Unit and serving only the other Unit or located in a Common Area and serving only one Unit.

9. Encroachment. If any portion of the Common Areas encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common Areas, either currently or as a result of settling, movement or shifting, a valid easement for the encroachment and for its placement, maintenance, repair and replacement shall exist, and shall continue to exist in the event the Building or any Unit or adjoining party walls shall be partially or totally destroyed as result of fire or other casualty or as a result of condemnation or eminent domain proceeding, and then rebuilt.

10. Easements.

(a) All Units and the Common Areas are subject to following non-exclusive, appurtenant and perpetual easements:

(i) As necessary to effect emergency maintenance and a reasonable right to effect other general construction, installation, maintenance, repair, replacement and servicing of utilities, heating, air condition and ventilation system or any other Common Area.

(ii) To provide vertical, horizontal and any other type of structural support necessary for the Units and Common Areas, including the Limited Common Areas, and for the provision of utilities, heating, air conditioning and ventilating equipment or systems to the Units and the Common Areas, including the Limited Common Areas, or which may be reasonably necessary to the ongoing operation of the Units and/or the Building.

(b) The Common Areas are subjected to a non-exclusive, appurtenant and perpetual easement in favor of the Owners for their reasonably necessary use and enjoyment for the purposes set out in this Declaration.

(c) Except through entrances comprising a Common Area, general access to the Units shall be obtained solely through entrances that serve only a particular Unit.

11. Percentage of Interest. Each Unit bears an undivided interest to the Common Areas as set forth below. When used herein, "Common Interest" shall mean, as the context requires, a Unit's allocated share of undivided interest or the 100% total of all Units' undivided interests.

Unit #	**Percent of Common Areas**
1 - Wrap Unit	20%
2 – Garage Unit	80%

12. Power of Attorney to Board of Managers. Each Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to, acquire title to or lease any Unit whose Owner desires to surrender, sell or lease the same, or which may be subject to a foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Owners, and to convey, sell, lease, mortgage or vote the votes appurtenant thereto, or otherwise deal with any such Unit so acquired or leased. Such power shall not be exercised to impair the security of any mortgage upon the Project or any Unit thereof. Any Unit so acquired, together with any such interest in the Common Areas and in other Condominium property appurtenant thereto, shall be

held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Owners, in proportion to their respective common interests.

13. Service of Process. Declarants are hereby designated to receive notice of process in any action that may be brought against the Project or Association, until such time as the Board of Managers shall be selected, whereupon any member of such Board may be served.

14. Units Subject to Covenants, Restrictions and Bylaws. All present and future owners, tenants, and occupants of Units shall be subject to, and shall comply with the provisions of, this Declaration as well as with the covenants, restrictions, and bylaws, that are adopted pursuant to this Declaration, and any amendments thereafter. The initial Covenants, Conditions and Restrictions are attached to this Declaration as Exhibit B (as initially created and as amended from time to time, the "Covenants"). The initial Bylaws are attached to this Declaration as Exhibit C (as initially created and as amended from time to time, the "Bylaws"). The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall constitute an acceptance of the provisions of such instruments by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof.

15. Condominium Documentation. The Association, through the Board, shall make available to Owners, lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Covenants, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Project. The Association, through the Board, shall be required to make available to prospective purchasers current copies of the Declaration, Covenants, Bylaws, other rules governing the Project, and the most recent annual financial statement, if such is prepared. Upon written request of any entity having an interest or prospective interest in the Project, the Board shall prepare and furnish within a reasonable time a financial statement of association income and expenses for the preceding fiscal year.

16. Amendment of Declaration. This Declaration may be amended or terminated in the same manner, and subject to the same limitations, as set forth in the Bylaws for amendments thereto. No such amendments or termination shall be effective until instruments effecting same are recorded in the office of the County Recorder, Cass County, North Dakota.

17. Invalidity. The invalidity of any provisions of this Declaration shall not affect in any manner the validity or enforcement of the remainder of this Declaration, and other provisions of this Declaration shall continue in effect as if such invalid provision had never been included herein.

18. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

19. Term. This Declaration, and the condominium established hereby, shall be perpetual unless terminated as provide herein.

IN WITNESS WHEREOF, Declarants have executed this Declaration as of the date first above written.

[The remainder of this page intentionally left blank – signature pages follow]

DFI ROBERTS LLC

By:_____
Mike Allmendinger, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this__ day of _____, 2017, by Mike Allmendinger, President of DFI Roberts LLC, a North Dakota limited liability company, on behalf of the limited liability company.

_____
Notary Public
Cass County, North Dakota
My Commission Expires:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney

Its: Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND

(SEAL)

Exhibit A

[Drawings of each floor of the Project, designating general locations of, critical dimensions of and tie-in's from lot monumentation to each of the two Units and Common Areas. prepared and signed by surveyor]

Exhibit B

COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ROBERTS COMMONS CONDOMINIUM

THESE COVENANTS, CONDITIONS AND RESTRICTIONS (the "Covenants"), are made as of the _____ day of _____, 2017, by DFI Roberts LLC, a North Dakota limited liability company ("Roberts"), and the City of Fargo, North Dakota, a municipal corporation of the State of North Dakota ("City") (Roberts and City, collectively, "the Declarants").

WITNESSETH:

WHEREAS, Declarants are the owner of certain real property in the County of Cass, State of North Dakota, which is more particularly described as:

> LOTS 9 THROUGH 12, BLOCK 3, ROBERTS' ADDITION, SAID PLAT IS ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA AND THAT PART OF LOT 8, SAID BLOCK 3, DESCRIBED AS FOLLOWS:
>
> BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 09 DEGREES 42 MINUTES 09 SECONDS EAST, ASSUMED BEARING, ALONG THE WEST LINE OF SAID LOT 8 FOR A DISTANCE OF 30.82 FEET; THENCE NORTH 87 DEGREES 03 MINUTES 22 SECONDS EAST FOR A DISTANCE OF 160.26 FEET TO THE EAST LINE OF SAID LOT 8; THENCE SOUTH 03 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID EAST LINE FOR A DISTANCE OF 30.32 FEET TO THE SOUTHEAST CORNER OF SAID LOT 8; THENCE SOUTH 87 DEGREES 08 MINUTES 32 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 8 FOR A DISTANCE OF 167.06 FEET TO THE POINT OF BEGINNING.

WHEREAS, Declarants intend development of the Common Area, including the Limited Common Area, and 2 separate Units, as defined and described in the Declaration.

WHEREAS, the Declarants have caused to be created an unincorporated association known as the Roberts Commons Condominium Association, to which are assigned the powers and duties of operating, maintaining, administering and improving the Common Areas, including the Limited Common Areas, and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

NOW THEREFORE, Declarants hereby declare that all of the real estate described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the

described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. All defined terms used but not separately defined herein shall have the meaning ascribed them in the Declaration and/or the Bylaws.

ARTICLE I
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas that are and shall be appurtenant to and shall pass with the title to every Unit. Every owner of a Unit that has Limited Common Areas allocated to such Unit pursuant to these Covenants shall have a right and easement of enjoyment in and to such Limited Common Areas that is and shall be appurtenant to and shall pass with the title to such Unit.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, its right of enjoyment to the Common Areas (including the Limited Common Areas, if applicable) to its guests, tenants, or contract purchasers, subject to such general regulations as may be established from time to time by the Association.

Section 3. Ownership of Land. Each Owner is deemed to own its Unit, and is also deemed to have an undivided percentage ownership interest in the Common Areas, all in accordance with the description, specifications and as otherwise set forth on the Declaration.

ARTICLE II
COMMON AREAS

Section 1. Obligations of the Association. The Association, through its Board, shall, subject to the rights and obligations of the Owners set forth in this instrument, be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Extent of Members' Use.

(a) An Owner's use of the Common Areas is, in addition to other restrictions, subject to the following:

(i) The right of the Association, through its Board, to establish reasonable rules and to charge reasonable fees for the use and maintenance of the Common Areas.

(ii) The right of the Association, through its Board, to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board that are reasonably necessary to the ongoing development

and operation of the Project.

Section 3. Landscaping. The landscaping of Common Areas, if any, shall be maintained by the Association.

ARTICLE III
LIMITED COMMON AREA

Section 1. Obligations of the Association. The Association, through its Board, shall, subject to the rights of the Owners in whose favor Limited Common Areas are established as set forth in this instrument, and further subject to delegating such obligations to an Owner through agreement with such Owner, be responsible for the exclusive management and control of the Limited Common Areas and all improvements thereon (including equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Extent of Members' Use.

(a) The Wrap Unit shall be entitled to the exclusive use of the Specific Limited Common Areas.

(b) An Owner's use of the Limited Common Areas is, in addition to other restrictions, subject to the following:

(i) The right of the Association, through its Board, to establish reasonable rules and to charge reasonable fees for the use and maintenance of the Limited Common Areas.

(ii) The right of the Association, through its Board, to dedicate or transfer all or any part of the Limited Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board that are reasonably necessary to the ongoing development and operation of the Project.

Section 3. Landscaping. The landscaping of Limited Common Areas, if any, shall be maintained by the Association.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

The Board may set, and owners shall be obligated to pay, annual assessments for the Association in such amounts as the Board deems prudent and reasonable, and in accordance with the procedures, purposes and collection methods set out in the Bylaws.

ARTICLE V
EXTERIOR MAINTENANCE

The exterior of the Building, except as may be otherwise approved by the Board, shall be kept and maintained in their original colors and material. Maintenance of those portions of the exterior of the Building that are Common Areas shall be under the control and supervision of, and undertaken by, the Board of Managers. An Owner shall keep in good condition, repair and appearance those portions of the exterior of the Building that are not Common Areas, which shall nonetheless be under the control and supervision of the Board of Managers, but any necessary repairs, maintenance or replacements shall be undertaken and paid for by the Owner of the Unit to which the exterior is a part after obtaining the prior written approval of the Board. In the event an Owner through its acts or omissions alters or damages such exterior, or in the case of an exterior forming a part of the Owner's Unit and the Owner fails to make the necessary corrections, the Association, after unanimous approval by the Board, shall have the right, through its agents and employees, to correct such alteration or condition, even by entering such Unit, if necessary. The cost of such exterior work shall be added to and become part of the assessment to which such Unit is subject.

ARTICLE VI
ARCHITECTURAL CONTROL

No Owner may undertake any construction, excavation, alteration or improvement within a Unit that adversely affects the structural integrity of another Unit or any Common Areas or materially impacts the functionality of the Common Areas unless consented to by the other Owner (with respect to any impact on the other Unit) or the Board (with respect to any impact on any Common Areas). Notwithstanding the preceding sentence, but subject to applicable provisions of the City of Fargo Municipal Code, an Owner may place signage, awnings and other similar items on the exterior walls, windows and doors of its Unit without the consent of the other Owner or the Board.

ARTICLE VII
GENERAL RESTRICTIONS

Section 1. Improvements and Alterations. Except as provided in Article VI above with respect to signage, awnings and other similar items, no Owner shall undertake any construction, alteration or improvement that in any way materially alters the general exterior appearance of the Building without the prior written approval of the Board.

Section 2. Violation of Rules. There shall be no violation of the Declaration, Bylaws or rules once adopted by the Board and made available to the Owners. If any Owner, or anyone acting through such Owner, commits any such violation, the Board may invoke any one or more of the following remedies: (a) cause the violation to be cured and charge the cost thereof to such Owner; and/or (b) obtain injunctive relief against the continuance of such violation. Before invoking any such remedy, the Board shall give such Owner notice and a hearing.

Section 3. Drainage. There shall be no interference with the established drainage patterns over the Project, unless adequate provision is made for proper drainage and approved by

the Board.

Section 4. Smoking. Unless approved by the Board, no smoking shall be permitted on the Project, and if approved, the Board may designate exterior smoking areas, subject to and consistent with all applicable law. No Owner nor anyone acting through Owner shall discard cigarette butts and the like in or adjacent to the Project, except in designated receptacles, and an Owner shall be responsible for any costs incurred by the Association to rectify or clean up such violation.

Section 5. Signs. No signs shall be affixed to the interior or exterior portions of the Common Areas without the prior written consent of the Board.

Section 6. Leases. All leases must be in writing and are and must be made subject to the Declaration, Covenants and Bylaws.

Section 7. Bike Storage Area. A bike storage area is located in the lower level of the Garage Unit, and City and Roberts acknowledge such area is important to the functionality of the Project. Such bike storage area shall not be converted to another use or reduced in size without approval of the Board.

Section 8. Parking Allocations. 72 Full Time Parking Spaces shall be made available to Eligible Occupants. "Full time Parking Spaces" shall mean parking spaces located on the third, fourth, fifth and/or sixth levels of the Garage Unit that are rented per monthly "market rate" parking contracts that do not have restrictions as to days or hours of use. "Eligible Occupants" shall mean tenants or owners (in the event the Wrap Unit is later sub-condominiumized) of residential spaces within the Wrap Unit. If at any time there are less than 72 Full Time Parking Spaces issued to Eligible Occupants and one or more Eligible Occupants wish to obtain a Full Time Parking Space, the Owner of the Garage Unit shall promptly reduce the number of Full Time Parking Spaces issued to others, reduce the number of short term parking spaces within the Garage Unit and/or undertake other actions as are necessary to provide up to 72 Full Time Parking Spaces to Eligible Occupants.

ARTICLE VIII
PARTYWALL COVENANTS

Section 1. The adjoining walls of each Unit to another Unit or to a Common Area shall be partywalls and the original construction of the same shall be maintained for the mutual benefit of each Owner or the Association. The walls, roof, and other elements that adjoin at the property line of each Unit shall be entitled to the lateral support of the adjoining Owner or the Association, as the case may be.

Section 2. It shall be the obligation of each Owner to repair or rebuild the whole or any part of a partywall in the event of any damage or loss caused by the act of negligence of the Owner, to the extent not covered by the Association's insurance. Any such repair or reconstruction shall be identical to the original construction unless waived in writing by the other Owner.

ARTICLE IX
GENERAL PROVISIONS

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Amendment. The covenants and restrictions of this document, and any contained in the Declaration or the Bylaws, shall run with and bind the Project, for a term of 20 years from the date these Covenants are recorded, after which time they shall be automatically extended for successive periods of 10 years. The Covenants may be amended in the same manner, and subject to the same limitations, as set forth in the Bylaws for amendments thereto. No such amendments shall be effective until recorded in the office of the County Recorder, Cass County, North Dakota.

Section 3. Waiver. No provisions contained in these Covenants shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

[The remainder of this page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, Declarants have executed the Covenants as of the date first above written.

DFI ROBERTS LLC

By:_____
Mike Allmendinger, President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this__ day of _____, 2017, by Mike Allmendinger, President of DFI Roberts LLC, a North Dakota limited liability company, on behalf of the limited liability company.

_____
Notary Public
Cass County, North Dakota
My Commission Expires:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney

Its: Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND

(SEAL)

EXHIBIT C

BYLAWS OF THE ROBERTS COMMONS CONDOMINIUM

ARTICLE I
Plan of Condominium Ownership

Section 1. Condominium Unit Ownership/Association. The real property commonly known, in part, as 625 2nd Avenue North, and 217 Roberts Street North, all in Fargo, North Dakota 58102, has been submitted under The North Dakota Condominium Act to condominium ownership simultaneously herewith. There is hereby created by and through these Bylaws an unincorporated association of the Owners of Units within the Condominium that shall be known as the Roberts Commons Condominium Association (the "Association").

Section 2. Application of Bylaws. The provisions of these Bylaws are applicable to the Project and to the use and occupancy thereof and the operation of the Association.

Section 3. Application. All present and future owners, mortgagees, lessees, and occupants of Units and their employees, and any other persons who may use the facilities of the Project in any manner are subject to these Bylaws, the Declaration, the Covenants and rules and regulations adopted by the Board from time to time pertaining to the use and operation of the Project. Defined terms used but not separately defined herein shall be given their meaning ascribed in the Declaration or the Covenants. The acceptance of a deed or conveyance, or the entering into of a lease, or the act of occupancy of a Unit shall all constitute an acceptance of the provisions of these instruments and in agreement to comply therewith.

Section 4. Office. The office of the Project and of the Board of Managers shall be located at ATTN: City Auditor, Fargo City Hall, 200 N. 3rd Street, Fargo, North Dakota 58102, until such time as it shall be changed by the Board.

ARTICLE II
Board of Managers

Section 1. Number and Qualification. The affairs of the Project shall be governed by a board of managers (the "Board of Managers" or the "Board"). The Board shall consist of four persons, two affiliated with and representing the Owner of each of the Wrap Unit and the Garage Unit.

Section 2. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Project, except such powers and duties as prohibited by law or pursuant to the Declaration, the Covenants or the Bylaws, and except to the extent that, pursuant to any of the same, they may not be delegated to the Board by the Owners. The powers and duties to be exercised by the Board shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Areas, including the Limited Common Areas;

(b) Determination of the amount required for operation, maintenance and other affairs of the Project;

(c) Collection of common expenses from the Owners;

(d) Employment and dismissal of the personnel, as necessary for the efficient maintenance and operation of the Project;

(e) Adoption and amendment of rules and regulations covering the details of operation and use of the Project;

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefore;

(g) Purchasing, leasing or otherwise acquiring in the name of the Board, or its designee, corporate or otherwise, on behalf of all Owners, Units offered for sale or lease or surrendered by their Owners to the Board;

(h) Purchasing Units at foreclosure or other judicial sales in the name of the Board, or its designee, corporate or otherwise, on behalf of all Owners;

(i). Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board) or otherwise dealing with Units acquired, and subleasing Units leased, by the Board or its designee, corporate or otherwise, on behalf of all Owners;

(j) Organizing corporations or other entities to act as designee of the Board in acquiring title to or leasing of Units on behalf of all Owners or as successor of the Association;

(k) Obtaining insurance for the Project, pursuant to the provision of Article V, Section 2, hereof; and

(l) Making repairs, additions and improvements to, or alterations of, the condominium property, and repairs to and restoration of the property in accordance with the other provisions of these Bylaws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(m) The Board may establish an adequate reserve fund for the periodic maintenance, repairs and replacement of the Common Areas, including the Limited Common Areas, and may establish a working capital fund for such purposes.

Section 3. Managing Agent. The Board may employ for the Project a managing agent at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II. The Board may delegate to the managing agent all of the powers granted to the Board by these Bylaws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j) and (m) of Section 2 of this Article II.

Section 4. Appointment and Board Member Term of Office. Each Owner shall appoint two Board members, either by name or by title/role within each Owner's organization. The Board members appointed by an Owner shall each serve at the pleasure and convenience of such Owners. If for any reason a Board member position shall be vacated by death, disability, abandonment or by removal or termination by his or her respective Owner, an Owner shall promptly appoint a replacement Board member.

Section 5. Regular Meetings. Regular Meetings of the Board may be held at such time and place as shall be determined from time to time by the Board.

Section 6. Special Meetings. Special meetings of the Board may be called by any Board member on three (3) business days' notice to each member of the Board given by mail, email or telephone, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice. Any member of the Board, may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him. If a quorum of the Board is present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting. For purposes of establishing presence at a meeting, a Board member may be physically present or attend by teleconference.

Section 10. Quorum of Board of Managers. At all meetings of the Board, the presence of one Board member appointed by each Owner shall constitute a quorum of the members of the Board present at a meeting at which a quorum for the transaction of business is required, and the unanimous vote by the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board. If at any meeting of the Board there shall be less than a quorum present, the other Board members present shall adjourn the meeting. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted when the meeting is continued without further notice. In lieu of holding a meeting, the Board may act by a written action signed by Board members representing a quorum.

Section 11. Compensation. No member of the Board shall receive any compensation from the Association for acting as such but may be reimbursed for reasonable expenses incurred.

Section 12. Liability of the Board of Managers. The members of the Board shall not be liable to the Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board shall have no personal liability with respect to any contract made them on behalf of the Association. It is also intended that the proportion of liability of any Owner arising out of the indemnity in favor of the members of the Board shall be limited to the Owner's Common Interest.

Section 13. Owner's Meetings. Given the process established for appointing Board members and actions by the Board, there shall be no separate meetings of Owners.

Section 14. Deadlock. In the event two Board meetings are called for consideration of any matter and a quorum cannot be established, or in the event a Board member representing any particular Owner brings a matter to the Board's attention twice in any 12-month period and the Board fails to vote unanimously on such matter, then any Board member may submit such matter to binding arbitration. A panel of three arbitrators with substantial experience in the subject matter being arbitrated shall be used, with each Owner choosing one arbitrator and the two chosen arbitrators selecting the third. The arbitration shall be conducted as expeditiously as possible, in Fargo, North Dakota. The Owners shall share equally the participation fees and expenses of the arbitrators and any fees and expenses of administering the arbitration. A decision by two of the three arbitrators shall be deemed a decision by the arbitrator panel, and shall be deemed final and binding on the Owners. Except as expressly provided otherwise herein, the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. The purpose of this Section is to recognize there are only two Owners and these Bylaws effectively require them to act unanimously as to Board decisions, including the maintenance, repair and replacement of Common Areas and enforcing certain obligations each of them has as Owners of their respective Units. The process set in this section is designed to provide an expedient mechanism for addressing and resolving any disputes as to such matters. Notwithstanding anything to the contrary, however, this Section shall not be utilized in the event one Owner wishes to amend or terminate the Declaration, Covenants or Bylaws.

ARTICLE III

Officers

Section 1. Designation. The principal officers of the Association shall be the President, Vice President, Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. The President must be a member of the Board. The Offices of Vice President, Secretary and Treasurer may be filled by any one or more persons.

Section 2. Election of Officers. If and as needed to represent or carry out actions on behalf of the Association, officers shall be elected at a meeting of the Board and they shall hold office at the pleasure of the Board and until the Board elects a successor.

Section 3. Removal of Officers. Upon the affirmative vote of a Board quorum, any officer may be removed, either with or without cause.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board. He shall have all the general powers and duties which are incident to the office of president of a corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the president shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other officer to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall, have the responsibility for the Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board, and he shall, in general, perform all duties incident to the office of Treasurer.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by such other person or persons as may be designated by the Board.

Section 9. Compensation of Officers. No officer shall receive compensation from the Association for acting as such, but may be reimbursed for reasonable expenses incurred.

ARTICLE V
Operation of the Property

Section 1. Determination of Common Expenses. The Board may from time to time prepare a budget for the Project, determine the amount of the common expenses required to meet the operations of the Common Areas within the Project and, except as otherwise specifically provide otherwise in the Declaration, the Covenants or these Bylaws, allocate and assess such common expenses, and any necessary special assessments, against the Owners according to their respective Common Interests. Common expenses shall include such amounts as the Board may deem proper for all costs of operation, repair, maintenance and replacement of the Common Areas, including, without limitation, the cost of all insurance premiums on the policies of insurance required to be or which have been obtained by the Board pursuant to the provisions of Section 2 of this Article, an amount of working capital of the Project, for a general operating reserve and for

a reserve fund for replacements and to make up any deficit in the common expenses for any prior years. The Board or its designee shall advise each Owner in writing of the amount of common expenses payable by the Owner, and shall furnish copies of each budget on which such common expenses are based to all Owners.

Notwithstanding anything in this Section 1 to the contrary, based on the present and anticipated respective uses of the Garage Unit and the Wrap Unit, the Owners believe the Specific Limited Common Areas will be exclusively, or at least primarily, used by the Wrap Unit Owner and not the Garage Unit Owner, and the Board shall allocate to and segregate from common expenses those items and portions of common expenses attributable thereto (the "Specific Limited Common Areas Expenses"). The Board shall allocate and assess all of the Specific Limited Common Areas Expenses against the Wrap Unit Owner. The Owners shall engage a single vendor to clean, remove snow from and otherwise repair and maintain the sidewalks adjacent to the South and West boundaries of the Project, and each Owner shall be responsible for the costs thereof in proportion to their Common Interests.

Section 2. Insurance.

(a) Insurance for Fire and Other Perils.

(i) The Association, through the Board, shall obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the Common Areas, including Limited Common Areas (except land, foundation, excavation and other items normally excluded from coverage) including fixtures and equipment, to the extent they are part of the Common Areas, Common Area service equipment and supplies, if any, and other personal property belonging to the Association. All references herein to a "master" or "blanket" type policy of property insurance, are intended to denote single entity condominium insurance coverage.

(ii) Such policy must be consistent with state and local insurance laws and at least equal to such coverage as is commonly required by prudent institutional mortgage investors in the area in which the Project is located. The policy shall be in an amount equal to 100% of current replacement cost of the Common Areas exclusive of land, foundation, excavation and other items normally excluded from coverage.

(iv) The name of the insured under such policy must be set forth therein substantially as follows: "the Roberts Commons Condominium Association for the use and benefit of the individual owners (designated by name if required by law)." Loss payable shall be in favor of the Association, for the use and benefit of each Owner and each such owner's mortgagee. The Association must be required to hold any proceeds of insurance in trust for Owners and their first mortgage holders, as their

interests may appear. Each Owner and each Owner's mortgagee, if any, shall be beneficiaries of the policy in proportion to their Common Interest.

(v) Certificates of insurance shall be issued to each Owner and mortgagee upon request. Such policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution), which is commonly accepted by banks and other financial institutions.

(vi) Such policies must also provide that they may not be cancelled or substantially modified, without at least 10 days' prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policies.

(vii). The policies must also provide for the following: (a) a waiver of the right of subrogation against Owners individually; (b) that the insurance is not prejudiced by any act or neglect of an individual; and (c) that the policy is primary in the event the Owner has other insurance covering the same loss.

(ix) The requirements stated in this paragraph are generally provided by the insurer in the form of a "Special Condominium Endorsement" or its equivalent. The policy shall afford, as a minimum, protection against the following: (a) loss or damage by fire and other perils normally covered by the standard "all risk, extended coverage" endorsement; (b) in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than $50,000 per accident per location (or such greater amount as deemed prudent based on the nature of the property).

(b) Liability Insurance.

(i) The Association, through the Board, shall obtain, maintain and pay the premiums upon, as a common expense, comprehensive general liability insurance coverage covering all of the Common Areas.

(ii) Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least $3,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence.

(iii) Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and legal liability arising out of lawsuits related to

employment contracts of the Association, if any.

(iv) Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least 10 days' prior written notice to the owner's association and to each holder of a first mortgage on any Unit which in listed as a scheduled holder of a first mortgage in the insurance policy.

(c) The Association shall use reasonably qualified insurance carriers licensed to do business in the State of North Dakota.

(d) The Owners acknowledge and agree that, by virtue of the configuration and nature of this condominium, a substantial portion of this Project constitutes Units, and Common Areas represent a smaller than typical percentage of the Project. Related, certain portions of the Project that might otherwise be considered Common Areas in other condominium projects are designated as Units in this Project. Accordingly, Owners shall not be prohibited from carrying, and in fact are highly encouraged to carry other insurance for their own benefit insuring their Units and all of their contents and personal property located on the Project; provided that all policies shall contain waivers of subrogation and further provided that the Board's obligations set out above shall not be affected or diminished by reason of such additional insurance carried by any Owner.

Section 3. Repair or Reconstruction After Damage. In the event of damage to the Project, the Board and/or Owner(s) affected shall promptly process claims with their respective insurance carriers, and shall develop a plan to make such amounts available to pay for, and otherwise make arrangements with contractors to perform, the prompt repair and restoration of their respective portions of the Project so damaged. The Board and/or Owner(s) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration to the extent of such expenses. Any excess in expenses over the insurance proceeds shall, if pertaining to a Common Area, constitute a common expense and the Board may assess all the Owners for the deficit as part of the common expenses in proportion to their Common Interests. Any surplus proceeds pertaining to a Common Area shall be paid to Owners in proportion to their Common Interests, subject to unpaid liens upon such Unit. Any excess in expenses over the insurance proceeds shall, if pertaining to a Unit, be paid for by the Owner of such Unit. Any surplus proceeds pertaining to a Unit, shall be paid to the Owner of such Unit.

Section 4. Partition. In the event that all or a substantial and material portion of the Project has been destroyed or substantially damaged, and that an Owner is opposed to restoring the Project , the Project shall be subject to an action for partition upon the suit of any Owner or lienholder, as if owned in common, in which event the net proceeds of sale shall be divided by the Board among all the Owners according to the relative square footage of their respective Units, and the net proceeds of insurance policies pertaining to the Common Areas shall be divided equally by the Board among the Owners, after first paying out of the share of each Owner the amount of any unpaid liens on its Unit, in the order of the priority of such liens. Any mortgagee

shall be deemed to have a lien upon the proceeds allocable to its mortgaged Unit. In this case, each Owner shall be entitled to retain any insurance proceeds pertaining to its Unit and paid for by such Owner.

Section 5. Payment of Common Expenses. All Owners shall be obligated to pay the common expenses assessed by the Board pursuant to the provisions of Section 1 of this Article V at such time or times as the Board shall determine. No Owner shall be liable for the payment of any part of the common expenses assessed against its Unit subsequent to a sale, transfer or other conveyance by it of the fee interest thereof, but such Owner shall remain personally liable for all such amounts assessed prior to such conveyance. A purchaser of a Unit shall take title to the Unit subject to any lien for unpaid common expenses and other amounts assessed against such Unit prior to the acquisition by it of such Unit; provided that unless expressly assumed, such amounts shall not be a personal obligation of the purchaser; and further provided that a mortgagee or other purchaser of a Unit at a foreclosure sale shall not be liable for, and such Unit shall not be subject to a lien for, the payment of common expenses assessed prior to the foreclosure sale.

Section 6. Collection of Assessment. The Board shall assess common expenses against the Owners from time to time and at least annually. Any common expense or any other assessment or charge imposed by the Board which remains unpaid for a period of ten days or more shall become a lien upon the Owner's Unit upon its inclusion in a recorded notice thereof and may be collected as provided by law.

Section 7. Default in Payment of Common Expenses. In the event of default by any Owner in paying to the Board an assessed common expense or any other assessment or charge, or should the Board incur any expenses as a result of an Owner's breach of any of its other obligations and such Owner fails to reimburse the Board for same within 10 days after assessment therefore, such Owner shall be obligated to pay interest thereon at the rate of 10% per annum from the due date thereof, together with all expenses incurred by the Board relating to the same, including reasonable attorney's fees. The Board shall have the right and duty to invoke reasonable measures to attempt to recover such amounts in an action brought against such Owner and/or by foreclosure of the lien on such Unit granted by the laws of the State of North Dakota.

Section 8. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board to foreclose a lien on a Unit because of unpaid common or other charges or assessments, to the extent permitted by law, the Owner shall be required to pay a reasonable rental for the use of the Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board, acting on behalf of all Owners, shall have the power to purchase the Unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey, or otherwise deal with the same. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same. The lien for common and other charges and assessments referred to in Sections 7 and 8 is subordinate to any first mortgage given and recorded prior to recording any liens or notice of liens for such charges, and a mortgage foreclosure sale under a first mortgage shall extinguish any subordinate lien for such charges.

Section 9. Statement of Common Expenses. The Board shall promptly provide any Owner, who makes a request in writing, with a written statement of its unpaid common expenses.

Section 10. Abatement and Enjoining of Violations. After notice to an Owner and Owner's failure to cure within 15 days of same (except in exigent circumstances, where there shall only be a simultaneous notice requirement, but no opportunity to cure requirement), any violation of the Declaration, the Covenants, the Bylaws or any rule or regulation adopted by the Board, the Board shall have the right, in addition to any other rights set forth in these bylaws:

(a) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 11. Maintenance and Repair.

(a) All owners have a duty to keep all elements of their Units, other than any Common Areas located in an Owner's Unit, in a good and reasonable condition, repair and appearance. All necessary or desired maintenance, repairs or replacements to all elements of a Unit, other than to any Common Areas contained in the Unit, shall be made by the Owner of such Unit at such Owner's sole cost and expense. Each Owner shall be responsible for all damages to any other Unit and to the Common Areas resulting from, or the failure to effect, such maintenance and repairs.

(b). All maintenance, repairs, and replacements of and to the Common Areas, including the Limited Common Areas, whether located inside or outside of a Unit, shall be made by the Board and be charged to an Owner or all Owners, as the case may be, as a common expense in accordance with the allocations of same provided for in these Bylaws, unless necessitated by the negligence, misuse or neglect of an Owner, in which case such expense shall be charged to such Owner.

Section 12. Additions, Alterations, or Improvements by Board of Managers. The Board shall from time to time review whether additions, alterations or improvements to the Common areas are warranted, and if so, the Board shall proceed with such additions, alterations or improvements and shall assess all Owners the cost thereof as a common expense, in accordance with applicable provisions of these Bylaws.

Section 13. Additions, Alterations, or Improvements by Unit Owners. No Owner shall

make any structural addition, alteration or improvement in or to its Unit without the prior written consent of the Board. The Board shall not unreasonably withhold or delay any such request. If reasonably required to lawfully facilitate any such structural addition, alteration or improvement, the Board shall authorize and an officer of the Association shall sign, an application to any governmental authority for a permit for same. The Board shall not be liable to any contractor, subcontractor or material supplier or to any person sustaining personal injury or property damage for any claim arising in connection with such addition, alteration or improvement, the Owner shall not permit any construction lien to arise and the Owner shall indemnify, defend and hold the Association and the other Owner harmless from any such injury, damage or liens.

Section 14. Right of Access. The Association, through the Board or a managing agent authorized by the Board, has a right of entry and access to all Units, to make inspections, to correct any condition originating in a Unit and threatening another Unit or Common Area and to effect repairs, improvements, replacements or maintenance required or permitted by the Board. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the Owner. However, in case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not.

Section 15. Utilities. Any water, electricity, natural gas, telecommunication and any other utility supplied to a Unit shall be separately metered and service established and paid directly by the Unit Owner. Any such utility supplied to and used at a Common Area shall become a common expense.

ARTICLE VI

Mortgages and Mortgagee Protections

Section 1. Mortgage of Units. An Owner may mortgage its Unit.

Section 2. Owner Notice. Upon request of the Board, an Owner who mortgages its Unit shall provide the name and address of any mortgagee.

Section 3. Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by a current or prospective mortgagee or purchaser of a Unit, shall promptly report the status of any then unpaid common expenses or other default by the Owner of the pertinent Unit.

Section 4. Notice of Action. A holder, insurer or guarantor of the first mortgage, upon written request to the Association, stating the name and address of such holder, insurer or guarantor and the Unit number to which the notice pertains (any of those, an "Eligible Holder"), will be entitled to timely written notice of:

(a) any proposed amendment of the condominium instruments effecting a change in the boundaries of any Unit or the exclusive easement rights pertaining to the Unit, the Common Interests of the Unit or the liability for common expenses pertaining thereto or the number of votes pertaining to any Unit;

(b) any proposed termination of the condominium regime;

(c) any condemnation loss or any casualty loss which affects a material portion of the Project or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;

(d) any delinquency in the payment of assessments or charges owed by an Owner of the Unit subject to the mortgage of such Eligible Holder where such delinquency has continued for a period of sixty days;

(e) any lapse, cancellation or material modification of any insurance policy required to be maintained by the Board.

Section 5. Other Eligible Holder Provisions. Notwithstanding anything in the Declaration, Covenants or herein to the contrary:

(a) Any restoration or repair of the Project after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of all Eligible Holders is obtained.

(b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the Project must require the approval of all Eligible Holders.

(c) No reallocation of the Common Interests resulting from a partial condemnation or partial destruction of the Project may be effected without the approval of all Eligible Holders.

Section 6. Examination of Books. Each Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

ARTICLE VII
Sales of Units

Section 1. No Severance. No Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to its Unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. No part of the appurtenant interests of any Unit may be sold, transferred, or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interests are appurtenant. Notwithstanding the foregoing, a the Wrap Unit Owner may, with notice to the Association and the Garage Unit Owner, but without the need for consent by either, create a sub-condominium within its Unit, provided, however, any/all units within the Wrap Unit shall be entitled, collectively, only to the same voting rights originally afforded the Wrap Unit with

respect to the governance of the Roberts Commons Condominium and such sub-condominium shall not materially reduce or alter the Garage Unit Owner's rights or obligations under the Roberts Commons Condominium Declaration, Covenants or Bylaws.

ARTICLE VIII
Condemnation

Section 1. Condemnation. The Association, through the Board, shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority. Each Owner appoints the Association, through the Board, as attorney-in-fact for such purpose. In the event of a taking or acquisition of part or all of the Common Areas by a condemning authority, the award or proceeds of settlement shall be payable to the Association, to be held in trust for Owners and their first mortgage holders as their interests may appear. The Board shall arrange for the repair and restoration of the Common Areas, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. Any expense over condemnation proceeds may be assessed as a common expense by the Board. Any surplus shall be distributed to Owners in proportion to their Common Interest, subject to unpaid liens upon such Unit. In the event the project is obsolete and uneconomical and fifty percent or more of Owners disapprove the repairs and restoration, the Board shall disburse the net proceeds as provided in Section 4 of Article V of these Bylaws.

ARTICLE IX
Records

Section 1. Records and Audits. The Board or the managing agent shall keep detailed records of the actions of the Board and the managing agent, minutes of the meetings of the Owners, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each Unit which, among other things, shall contain the amount of each assessment of common expenses against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Owners at least annually. Any Owner or first mortgagee may, at their own expense, but with the cooperation of the Board, engage an independent accountant to prepare a certified annual report of the receipts and expenditures of the Association.

ARTICLE X.
Miscellaneous

Section 1. Notices. Except as otherwise expressly provided herein, all notices to the Board shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Board or to such other address as the Board may hereafter designate from time to time. All notices to any Owners shall be sent by registered or certified

mail to the Unit or to such other address as may be designated by the Owner from time to time in writing to the Board. All notices to Eligible Holders shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time in writing to the Board. All notices of change of address shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI
Amendments to Bylaws

Section 1. Owner Amendment. Except as hereinafter provided, and except as to amendments to the these Bylaws or termination of the condominium regime made as a result of destruction, damage or condemnation pursuant to Article VI, the Bylaws may be amended only by the agreement of all Owners.

Section 3. Form of Amendment. Such amendments shall be in writing, signed by all Owners and shall be effective upon recording with the office of the County Recorder.

ARTICLE XII
General

Section 1. Enforcement. The Association and any aggrieved Owner is granted a right of action against Owners for failure to comply with the provisions of the Bylaws, the Declaration or the Covenants, and any aggrieved Owner is granted a right of action against the Association for any decisions which are made pursuant to authority granted the Association in such documents.

Section 2. Conflicts. These Bylaws are set forth to comply with the requirements of the laws of the State of North Dakota. In case any of these Bylaws conflict with the provisions of such laws or of the Declaration, the provisions of such laws or of the Declaration, as the case may be, shall control.

The above Bylaws are hereby adopted and approved by the undersigned as the sole Owners and Declarants this _____day of _____, 2017.

[The remainder of this page intentionally left blank – signature pages follow]

DFI ROBERTS LLC

By: _____
Mike Allmendinger,] President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this__ day of _____, 2017, by Mike Allmendinger, President of DFI Roberts LLC, a North Dakota limited liability company, on behalf of the limited liability company.

_____
Notary Public
Cass County, North Dakota
My Commission Expires:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Timothy J. Mahoney

Its: Mayor

ATTEST:

_____
Steven Sprague, City Auditor

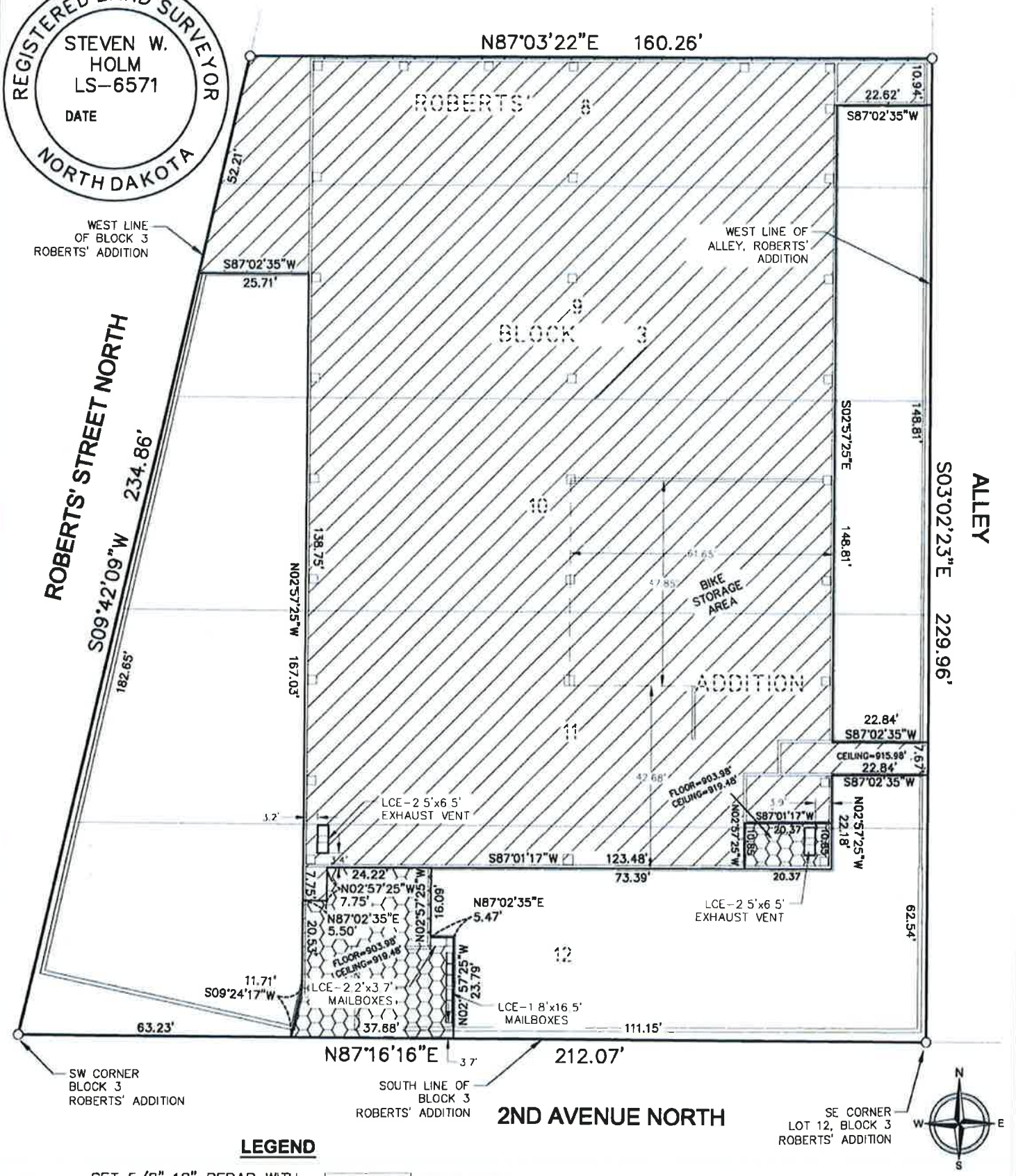
STATE OF NORTH DAKOTA)
) ss.
COUNTY OF CASS)

On this ____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

_____
Notary Public
(SEAL) Cass County, ND

LEVEL 1 EXHIBIT

REGISTERED LAND SURVEYOR
STEVEN W. HOLM
LS-6571
DATE
NORTH DAKOTA



LEGEND

- ○ SET 5/8"x18" REBAR WITH YELLOW PLASTIC CAP #6571
- COMMON ELEMENT
- WRAP UNIT
- GARAGE UNIT

0 30
Scale in Feet

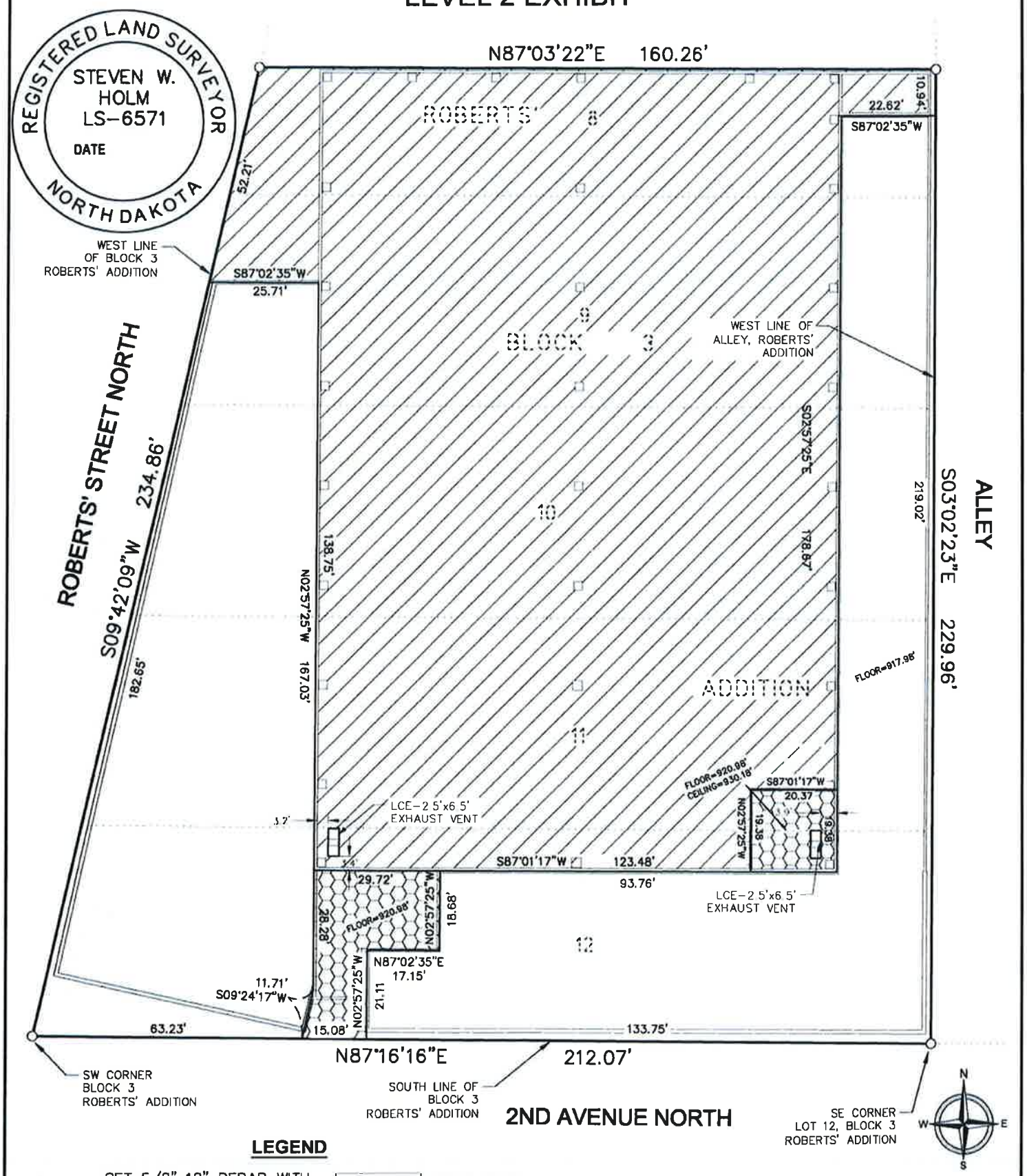
LEVEL 1 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 06 17	REVIEWER:	SWH
REVISED:	09 20 17		

PAGE 1 OF 8

moore engineering, inc

LEVEL 2 EXHIBIT



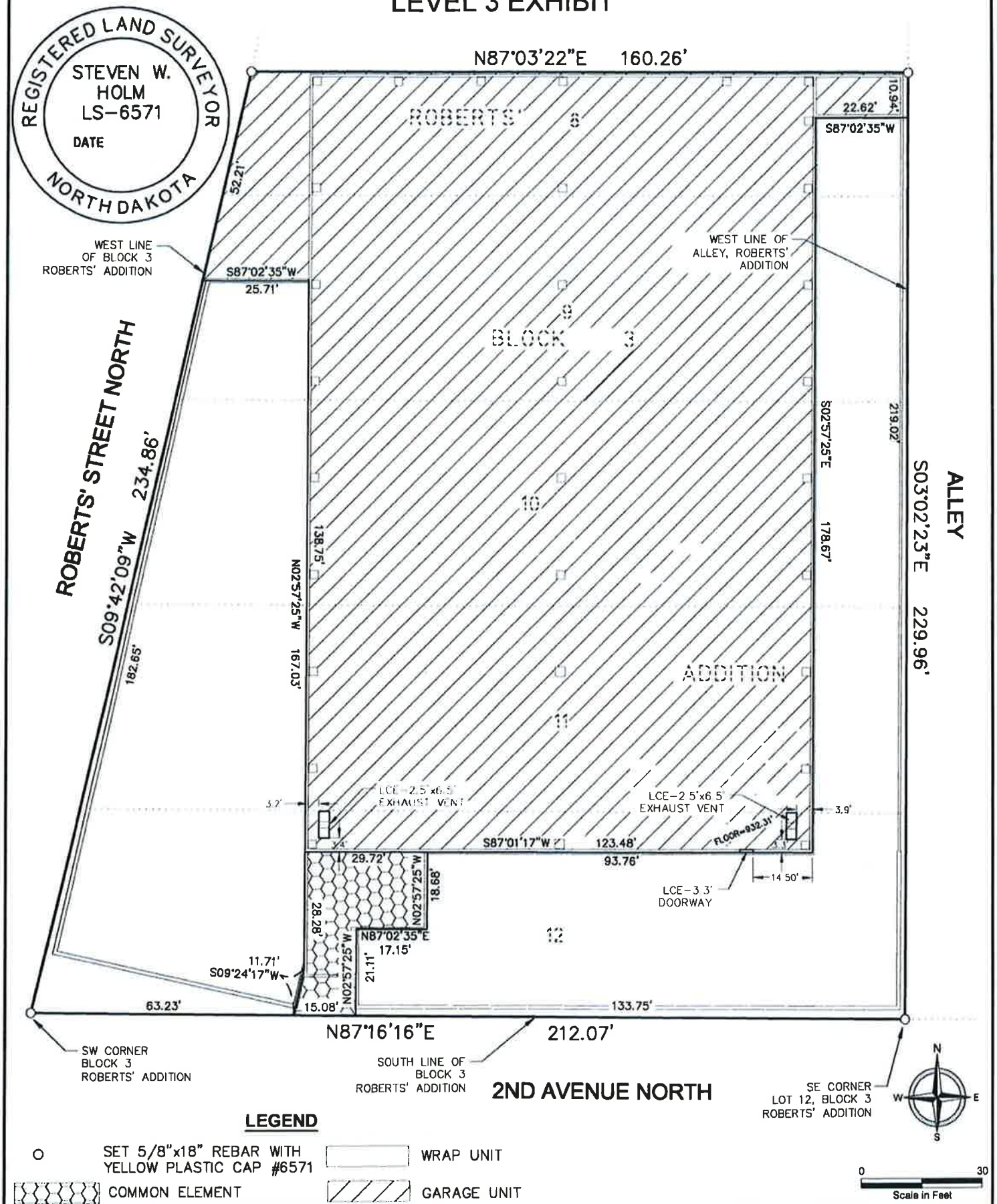
LEVEL 2 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 08 17	REVIEWER:	SWH
REVISED:	09 20 17		

PAGE 2 OF 8

moore engineering, inc.

LEVEL 3 EXHIBIT



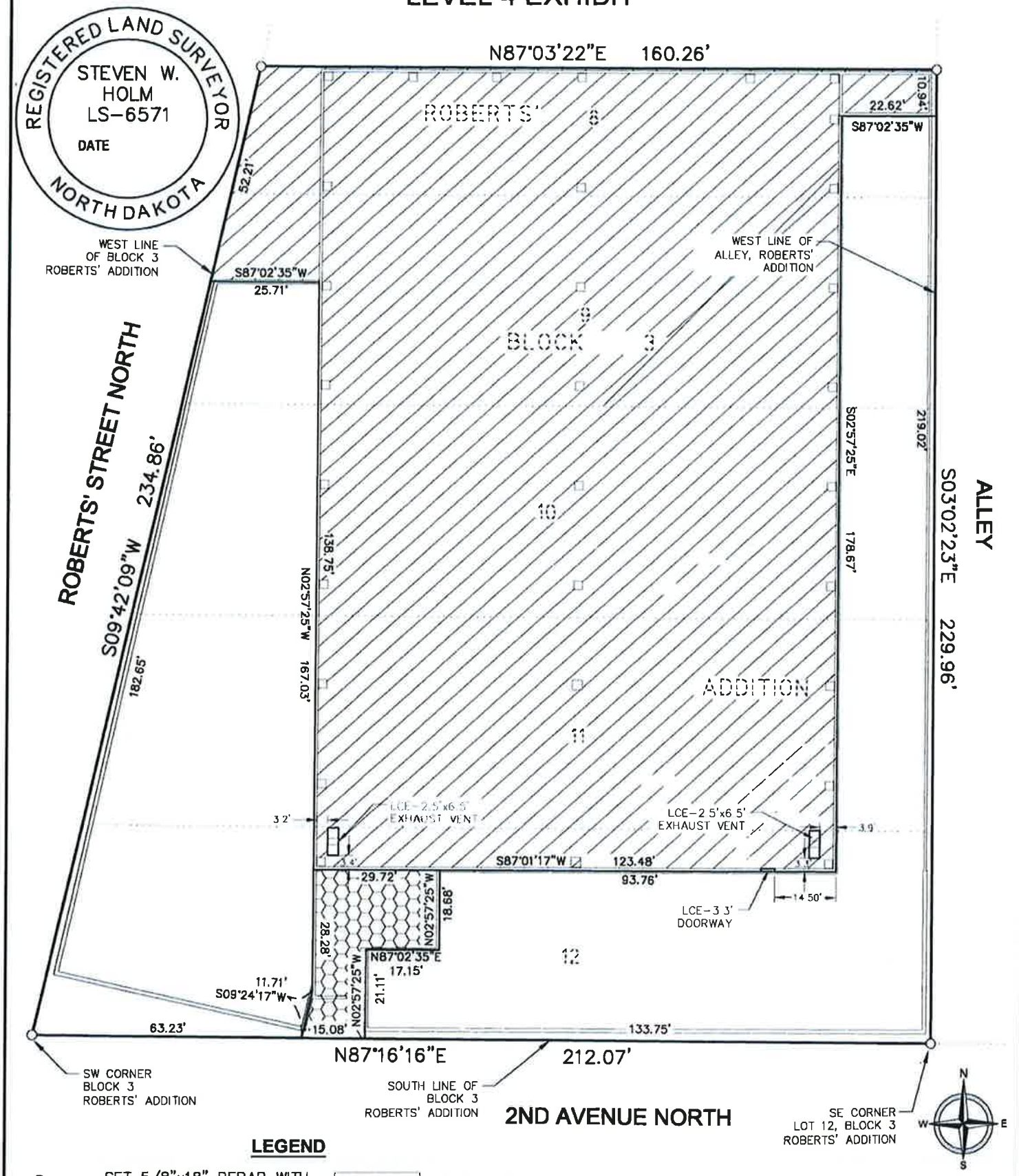
LEVEL 3 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 08 17	REVIEWER:	SWH
REVISED:	09 20 17		

PAGE 3 OF 8

moore engineering, inc.

LEVEL 4 EXHIBIT



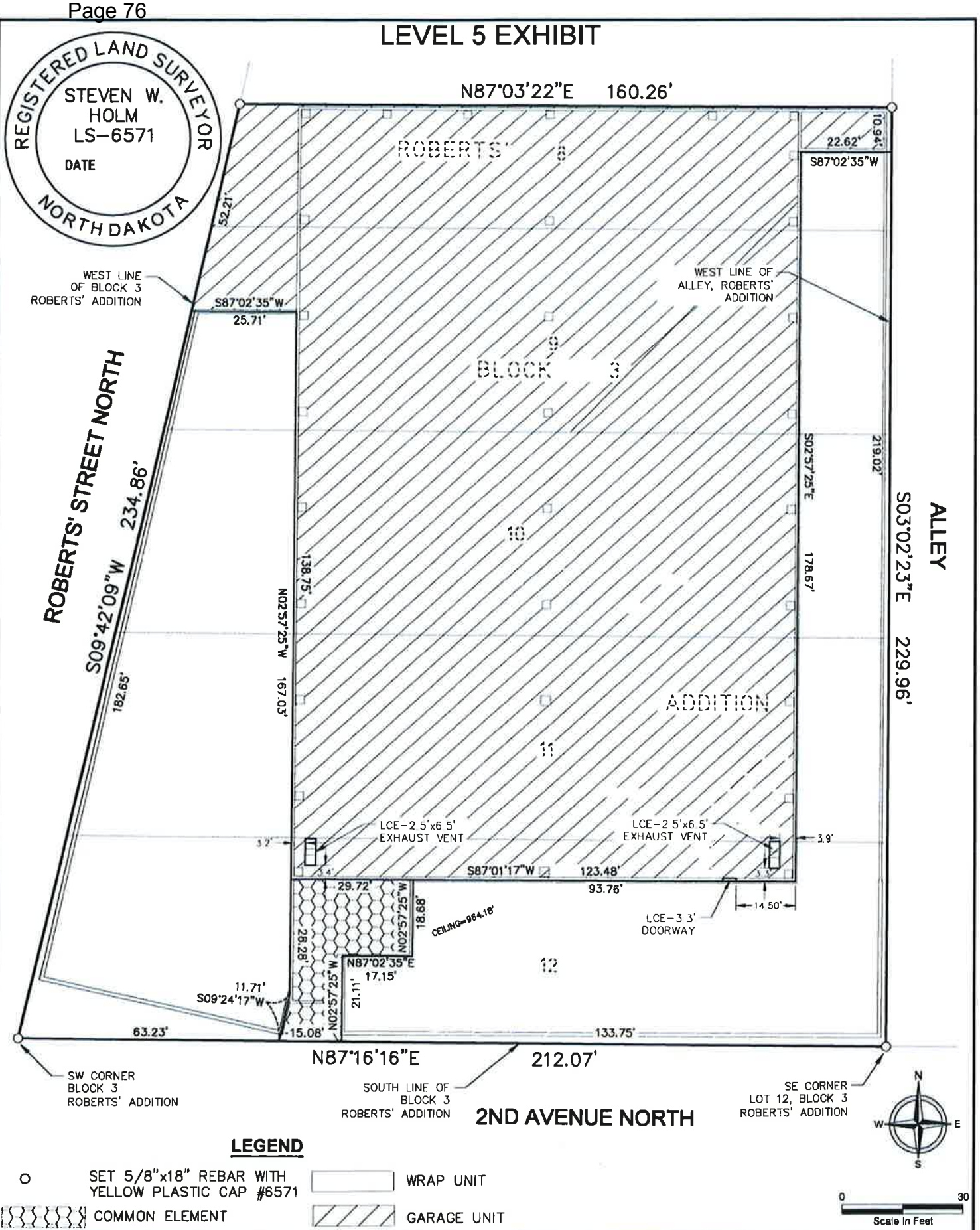
LEVEL 4 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 08 17	REVIEWER:	SWH
REVISED:	09 20 17		

PAGE 4 OF 8

moore engineering, inc.

LEVEL 5 EXHIBIT

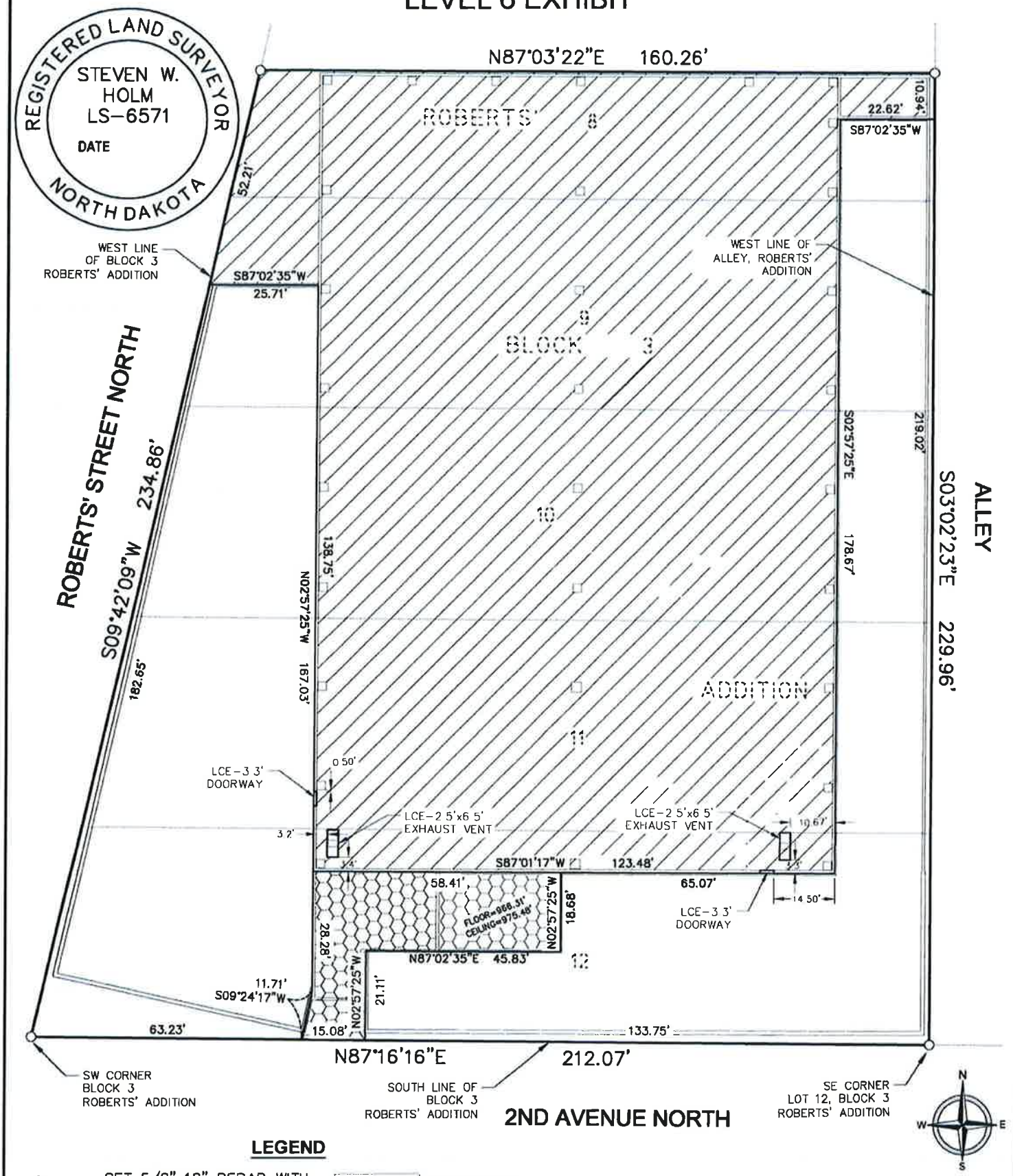


LEVEL 5 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 08 17	REVIEWER:	SWH
REVISED:	09 20 17		

moore engineering, inc.

LEVEL 6 EXHIBIT

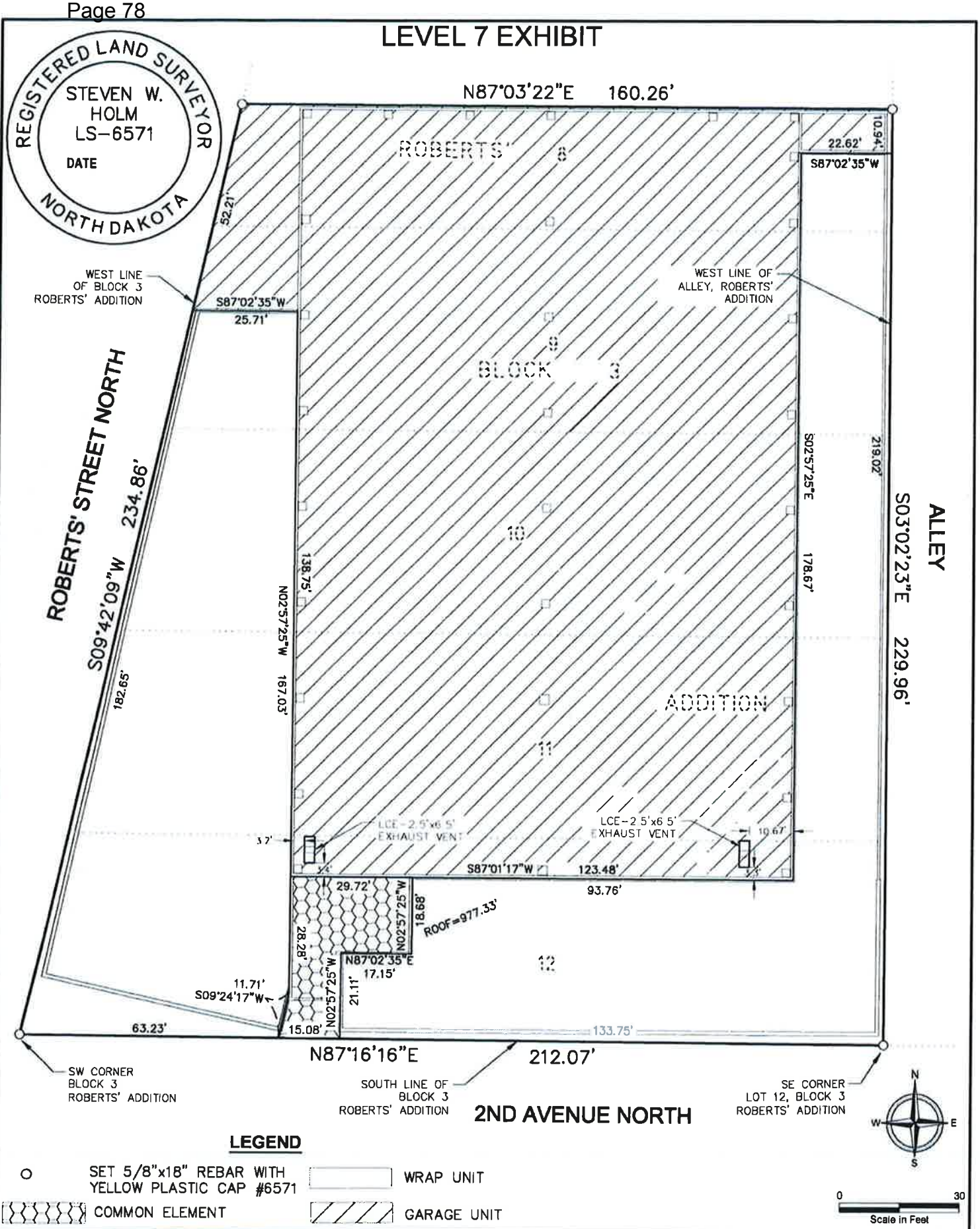


LEVEL 6 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09.08.17	REVIEWER:	SWH
REVISED:	09.20.17		

moore engineering, inc.

LEVEL 7 EXHIBIT



LEVEL 7 EXHIBIT

PROJECT No	19621	DRAFTER:	MPL
DATE:	09 08 17	REVIEWER:	SWH
REVISED:	09 20 17		

moore engineering, inc.

CERTIFICATION

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

REGISTERED LAND SURVEYOR
STEVEN W. HOLM
LS-6571
DATE
NORTH DAKOTA

_____
STEVEN W. HOLM, R.L.S.
N.D. LICENSE NO. LS-6571

DATE: _____

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2017, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

_____
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CONDO EXHIBIT

PROJECT No	19621
DATE:	09 08 17
REVISED:	-
DRAFTER:	MPL
REVIEWER:	###

moore engineering, inc.

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

October 5, 2017

City Commissioners
200 North Third Street
Fargo, ND 58102

RE: Special City Prosecutors--Cass County State's Attorney and Assistants

Dear Commissioners:

I would appreciate your approval of the appointment by me of members of the Cass County State's Attorney's Office as Special City Prosecutors.[1] The basis for this request is one of economics and scheduling convenience. As you may know, the City currently has one full-time prosecutor to handle the prosecution of City offenses in both Municipal Court and District Court. For the past 2+ years, we have managed to cover appearances in both courts with the assistance of City Prosecutors Ian McLean and Dan Phillips, who are with the Serkland and Solberg law firms, respectively, and with occasional additional coverage by Assistant City Attorney Nancy Morris and me. Every week there are two occasions, in particular, in which a very brief appearance in District Court is needed by a city prosecutor on Fargo charges--dispositional conferences and plea agreement appearances. Because members of the Cass County State's Attorney Office are typically also appearing in court at the same time and for the same purposes, State's Attorney Birch Burdick has graciously agreed to authorized the members of his office to assist by handling those appearances for the City. State law authorizes me to appoint Mr. Burdick and his assistants as city prosecutors. As such, their role will be to provide coverage for the Office of the Fargo City Prosecutor as may be needed and as arranged by agreement between Mr. Burdick and me. This arrangement will be an at-will relationship--terminable by either the City or County at any time. I have offered to Mr. Burdick that the City Prosecution Office (the City) will compensate the State's Attorney's Office (the County) for the assistance being provided and it is our intention that we will need at least a few weeks' experience before we can gauge the amount of effort involved and the appropriate level of compensation to be paid. We do not

[1] City has authority to contract with a county for municipal prosecution services and to appoint county state's attorney members as assistant city attorneys. N.D.C.C. §40-20-02. See also: City of Minot v. Rudolph, 2008 ND 231, 758 N.W.2d 731, 2008 ND LEXIS 201 (N.D. 2008)

anticipate the amount of compensation to be significant and, more importantly, by comparison to the cost of providing coverage through other means we believe there will be a worthwhile cost-avoidance by the City.

Based upon the foregoing, I hereby appoint the following members of Mr. Burdick's office as City Prosecutors for purposes of providing coverage for the City of Fargo on cases being heard in Cass County District Court as described herein and as may be further articulated between Mr. Burdick and myself:

Birch Burdick - Cass County State's Attorney

Mark Boening - Assistant State's Attorney

Tracy Peters - Assistant State's Attorney

Reid Brady - Assistant State's Attorney

Tristan Van de Streek - Assistant State's Attorney

Ryan Younggren - Assistant State's Attorney

Leah Viste - Assistant State's Attorney

Kara Schmitz Olson - Assistant State's Attorney

Renata Olafson Selzer - Assistant State's Attorney

Tanya Johnson Martinez - Assistant State's Attorney

Kimberlee Hegvik - Assistant State's Attorney

Kate Naumann- Assistant State's Attorney

Josh Traiser- Assistant State's Attorney

Tracy Hines - Assistant State's Attorney

and any other Cass County State's Attorneys and Assistant State's Attorneys, both present and future, whose appointment shall continue so long as said individuals serve in said capacity or until such time as the same is terminated in writing by the City Attorney, the Cass County State's Attorney or by agreement of the City Attorney and the Cass County State's Attorney. Request is hereby made for your consent and approval of this appointment.

In addition, I hereby request that the City agree that the City will indemnify and hold Cass County harmless if any claims, costs, judgments, liabilities and damages (including reasonable attorneys' fees) arising out of the State's Attorney's Office serving as a prosecutor on City of Fargo prosecution matters when such are the result of the act or failure to act of the City of Fargo or its prosecutors and employees.

SUGGESTED MOTION: I move to consent and approve the aforesaid appointment of the Cass County State's Attorney and his assistants by the City Attorney and to approve the indemnification and hold-harmless obligation to the County of Cass all as stated herein.

Sincerely,

Erik R. Johnson

CITY OF Fargo

ASSESSMENT DEPARTMENT

109

September 25, 2017

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 1110 3 Ave N Unit 603W as submitted by Don R. Symington. 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.

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

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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)

Day-Det only

Property Identification

1. Name of Property Owner Don Symington Phone No. 701 886-7706 -or- 772-460-9394
2. Address of Property 1110 3 Ave N Unit 603 W

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.

   Lts 4-9 Blk 37 Roberts 2nd
4. Parcel Number 01-2382-03835-070 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 4801 Paleo Pines Cir

   City Ft Pierce State FL Zip Code 34951

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). Opened wall to include Bedroom with Living Room - New Flooring & Counters
7. Building Permit No. 170643 8. Year Built 1978
9. Date of Commencement of making the improvement May 2017
10. Estimated market value of property before improvement $ 87,300
11. Cost of making the improvement (all labor, material and overhead) $ 30,000
12. Estimated market value of property after improvement $ 96,000

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 [signature] Date 9/22/17

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): 3 YEARS FOR QUALIFYING WORK

    Assessor's Signature [signature] Date 9/25/17

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

10b

September 29, 2017

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 1537 4 St. N as submitted by Amy T. & Devin B. Mertes. 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 $85 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Amy & Devin Mertes Phone No. 701-729-1227
2. Address of Property 1537 4 St N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Lt2 Blk3 Hogans
4. Parcel Number 01-1280-005500W 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). New Siding on Dwelling
7. Building Permit No. 170428 8. Year Built 1950
9. Date of Commencement of making the improvement April 2017
10. Estimated market value of property before improvement $ 137,200
11. Cost of making the improvement (all labor, material and overhead) $ 2,000
12. Estimated market value of property after improvement $ 144,000

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 Amy Mertes Date 9-26-17

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 [illegible] Date 9/28/17

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

10c

September 29, 2017

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 2719 28 Ave. S as submitted by Brent A. & Jenel K. Wavra. 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,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Brent & Sandra Warren Phone No. 701-367-5560
2. Address of Property 3719 38th Ave S
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed. Lot Pt of 738, Blk 1 Bluemont Park 2nd
4. Parcel Number 01-0191-06375-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 4977 Oak St E
   City Maple Plain State MN Zip Code 55359

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). bad water damage after rain 7/16 - remodeled and added floor
7. Building Permit No. 161641
8. Year Built 1987
9. Date of Commencement of making the improvement 9/1/16
10. Estimated market value of property before improvement $ ~~[illegible]~~ 438,000
11. Cost of making the improvement (all labor, material and overhead) $ 10,000
12. Estimated market value of property after improvement $ ~~[illegible]~~ 438,000

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 [signature] Date 9/26/17

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 [signature] Date 9/28/17

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

10d

ASSESSMENT DEPARTMENT

September 26, 2017

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 1327 Oak St. N as submitted by Ronald W. & Dawn D. Solberg. 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 $840 with the City of Fargo's share being $140.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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)

730-4027

Property Identification

1. Name of Property Owner Ronald W & Dawn D Solberg Phone No. 235-9038
2. Address of Property 1327 Oak Street

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Bernard Holes 2nd Addition, Block 3, Lot 7 & S 15 Ft of Lot 8
4. Parcel Number 01-1320-00300-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner same as above

   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, dining, family, bath, and laundry room remodeling. Replace E kitchen window.
7. Building Permit No. BL20171243 8. Year Built 1967
9. Date of Commencement of making the improvement 10 July, 2017
10. Estimated market value of property before improvement $340,000
11. Cost of making the improvement (all labor, material and overhead) $65,000
12. Estimated market value of property after improvement $405,000 (?)

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 Ron J. Solberg Date 20 SEP, 2017

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 9/28/17

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

10e

September 21, 2017

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 1327 Oak St. N as submitted by Ronald W. & Dawn D. Solberg. 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 $100 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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)

730-4027

Property Identification

1. Name of Property Owner Ronald W & Dawn D Solberg Phone No. 235-9038
2. Address of Property 1327 Oak Street

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. Bernard Holes 2nd Addition, Block 3, Lot 7 & S 15 Ft of Lot 8
4. Parcel Number 01-1320-00300-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner same as above

   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). Replace siding on N, W, and S sides of house. Replace N master bedroom window
7. Building Permit No. BL20161706 8. Year Built 1967
9. Date of Commencement of making the improvement 1 September, 2016
10. Estimated market value of property before improvement $ 340,000
11. Cost of making the improvement (all labor, material and overhead) $ 15,000
12. Estimated market value of property after improvement $ 340,000 (?)

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 [signature] Date 20 SEP 2017

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 9/21/17

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

10

September 21, 2017

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 1618 10 St. S as submitted by Dennis J. & Teresa M. Steinman. 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 $75 with the City of Fargo's share being $10.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Dennis & Teresa Steinman Phone No. 612-965-0661
2. Address of Property 1618 10 st s
   City FARGO State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed.
   Pt of Lts 11 & 12 Blk 3 Lewis
4. Parcel Number 01-1720-00260-000 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). Reside Dwelling
7. Building Permit No. 171174 8. Year Built 1941
9. Date of Commencement of making the improvement August 2017
10. Estimated market value of property before improvement $ 249,700
11. Cost of making the improvement (all labor, material and overhead) $ 4,000
12. Estimated market value of property after improvement $ 255,500

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 Date 9/15/17

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 Date 9/21/17

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

109

October 2, 2017

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 3657 River Dr. S as submitted by Thomas R. & Carol A. Gustad. 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 $205 with the City of Fargo's share being $35.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Thomas + Carol Gustad Phone No. 701/219-4824
2. Address of Property 3657 River Dr. S.

   City FARGO State ND Zip Code 58104
3. Legal description of the property for which the exemption is being claimed.

   Lot 14 ; Block 3 Lemke addition
4. Parcel Number 01-1710-00210-000 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
7. Building Permit No. 170494 8. Year Built 1974
9. Date of Commencement of making the improvement 4/17/17
10. Estimated market value of property before improvement $ 262,700
11. → Cost of making the improvement (all labor, material and overhead) $ 47,000
12. Estimated market value of property after improvement $ 278,400

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 Carol Gustad → Date 9/26/17

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 [illegible] Date 10/3/17

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

10h

October 5, 2017

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 2402 7 St. N as submitted by Benjamin J. Wenger. 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 $30.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Benjamin Wenger Phone No. (701) 212-7237
2. Address of Property 2402 (27) S+N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed.
   Lt 4 Blk 2 Peter Sway 3rd
4. Parcel Number 01-3060-00120W0 Residential ☑ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner Same
   City State Zip Code

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Finish Basement
7. Building Permit No. 170310 8. Year Built 1955
9. Date of Commencement of making the improvement april 2017
10. Estimated market value of property before improvement $ 144,900
11. Cost of making the improvement (all labor, material and overhead) $ 8,750
12. Estimated market value of property after improvement $ 159,900

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature B W Date 10/3/17

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 [signature] Date 10/4/17

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 (07/2016)

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

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Assoc.

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: H.A. Thompson + Sons Arena (Previously Teamsters Arena)			
Street: 831 17th Ave N	City: Fargo	ZIP Code: 58102	County: Cass
Beginning Date(s) Authorized: 10-10-17	Ending Date(s) Authorized: 6-30-18		Number of twenty-one tables if zero, enter "0": 0
Specific location where games of chance will be conducted and played at the site **(required)**: East Side of Lobby			
If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of event(s) if known: Raffle Drawings to be determined by Fargo Youth Hockey Assoc.			

RESTRICTIONS (City/County Use Only)

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Auditor	Date: 10/9/17
PRINT Name and official position of person signing on behalf of city/county above: Steven Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

129

$2500
9-27-17
✓5821

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Bennett PTA	Date(s) of Activity: to	For a raffle, provide drawing date(s): 10/13/17 – 4/13/18	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Chelsey Steinlicht	Title: President	Business Phone Number: 701.866.6744	
Business Address: 2000 58th Ave S	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: Bennett Elementary	Site Address: 2000 58th Ave S E		
City: Fargo	State: ND	Zip Code: 58104	County: CASS

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

[x] Bingo [ ] Raffle [ ] Raffle Board [ ] Calendar Raffle NO [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
~~Toys, Books~~	Toys, books,	
BINGO	stuffed animals	$200
	games from	
	dollar store	
	Misc. donated	$300
	gift cards	
	Tablet - 4	$300

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 800

Intended uses of gaming proceeds: Funding of Student activities

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	9/27/17	President	701.866.6744

701.446.4000 – School

12b

$25.00
CC 4147
10-2-17

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: Nativity Elementary School	Date(s) of Activity: to	For a raffle, provide drawing date(s): Feb 2 2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Amber Ertelt	Title: PTO	Business Phone Number: 232-7461	
Business Address: 1625 11 St S	City: Fargo	State: ND	Zip Code: 58103
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: Nativity Elementary School	Site Address: 1625 11 St S		
City: Fargo	State: ND	Zip Code: 58103	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
Raffle	Cash	500
		250
		250
		100
		100
		100
		100
		100
		100

Game Type	Description of Prize	Retail Value of Prize
Raffle	Cash	100
		100
		100
		100

Total: (Limit $12,000 per year) $ 2000

Intended uses of gaming proceeds: Classroom and capitol improvements

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Amber Ertelt	10-3-17	PTO	730-4552

12C

V 18130
10/3/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Dan Hedrick Benefit
Date(s) of Activity: 11-1-17 to Same Date
For a raffle, provide drawing date(s):

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title: Business Associate	Business Phone Number: 701-238-2083	
Business Address: Park Co Realtors 28 N 10 St	City: Fargo	State: ND	Zip Code: 58102
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: El Zagal Shrine	Site Address: 1429 3 St. N.		
City: Fargo	State: ND	Zip Code: 58102	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Diamond Pendant	2250 -
Raffle	Large Green Egg Grill w/ accessories	1060
Raffle	Yeti Large Cooler + accessories	600 -

Game Type	Description of Prize	Retail Value of Prize

Total: $ 3910 (Limit $12,000 per year)

Intended uses of gaming proceeds: To help defray medical costs.

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

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

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

Signature of Organization's Top Executive Official: Bert Wieland	Date: 9-29-17	Title: Business Associate	Business Phone Number: 701-238-2083

✓ 1109
25.00
10/4/17
12d

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: Nativity Church of Fargo	Date(s) of Activity: 11-5-17 to 11-5-17	For a raffle, provide drawing date(s): 11-5-17	
Person Responsible for the Gaming Operation and Disbursement of Net Income: David M. Kramer	Title: Treasurer	Business Phone Number: 701-232-7824	
Business Address: 1825 11th Street S.	City	State	Zip Code
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Nativity Church	Site Address: 1825 11th St. S		
City: Fargo	State: ND	Zip Code: 58103	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
Raffle	Dinner with	
	The Bishop	625.00

Game Type	Description of Prize	Retail Value of Prize

Total: $ 625.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: Charitable Causes + Facility Needs

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: $ 2000.00 . *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Kramer	10/4/17	Festival Treasurer	701-232-2414

12e

25-cc
10/4/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
UNITED WAY OF CASS-CLAY	~~10-20~~ to 10-20-17	701 237 5050
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
219 7TH ST S TRAVIS CHRISTofer	FARGO	ND 58104
Business Address	City	State Zip Code
PO Box 1609	FARGO	ND 58107
Mailing Address (if different)	City	State Zip Code
THE VILLAGE	808 3rd AVE S	
Name of Site Where Game(s) will be Conducted	Site Address	
FARGO	ND 58106 CASS	
City	State Zip Code County	

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	50/50 Raffle	$500.00

Game Type	Description of Prize	Retail Value of Prize

Total: $ 500.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: To Support the Mission of United Way of Cass-Clay

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 512.00 . *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Kristine Huber	10-2-17	PRESIDENT	701 237-5050

12f

25.00 - CC
10/4/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):
United Way Of Cass-clay	~~[illegible]~~ to 11-2017		
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number	
Travis Christopher	Resource D	(701) 237-5050	
Business Address	City	State	Zip Code
219 7th St S	Fargo	ND	58104
Mailing Address (if different)	City	State	Zip Code
PO Box 1609	Fargo	ND	58104
Name of Site Where Game(s) will be Conducted	Site Address		
John Deere	1441 44th St N		
City	State	Zip Code	County
Fargo	ND	58103	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Force Suite Rent	$850.00
Raffle	Apple ipad 32GB	$329.00
Raffle	Apple Watch	$359.00
Raffle	4 NDSU tix and	
	$50.00	$210.00
Raffle	11 Gift Cards	$675.00

Game Type	Description of Prize	Retail Value of Prize

(Limit $12,000 per year)

Total: $ ~~2,423.00~~ 2423.00

Intended uses of gaming proceeds: ~~To support the mission of the United Way of Cass-Clay~~

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

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No [x] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 882.00 . *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	10-2-17	PRESIDENT	701 237 5050

(129)

25.00 -CC
10/5/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: United Way of Cass-Clay	Date(s) of Activity: ~~10/15/17~~ to 11/15/17	For a raffle, provide drawing date(s): ~~10/15/17~~ 11/15/17
Person Responsible for the Gaming Operation and Disbursement of Net Income: Summer Hanson	Title: Director of Finance	Business Phone Number: 701-237-5050
Business Address: 219 7th St S. Fargo, ND 58103	City	State / Zip Code
Mailing Address (if different): PO Box 1609 Fargo, ND 58107-1609	City	State / Zip Code
Name of Site Where Game(s) will be Conducted: Fargo Park District	Site Address: 701 Main Ave	
City	State: ND / Zip Code: 58103	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	yeti cooler	399.00

Game Type	Description of Prize	Retail Value of Prize

Total: $ 399.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: Fundraiser for united way

Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-826-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 882.00. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	10/5/17	Director of Finance	701-237-5050

12h

V 1454 $5.00
10/5/17

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
FARGO NORTH SPARTACAS	to	DECEMBER 2ND, 2017

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
BYRON TROCHMAN	TREASURER	701.200.3083

Business Address	City	State	Zip Code
801 17TH AVE N	FARGO	ND	58102

Mailing Address (if different)	City	State	Zip Code
3597 GRANDWOOD DR N	FARGO	ND	58102

Name of Site Where Game(s) will be Conducted	Site Address
FARGO NORTH HIGH SCHOOL	801 17TH AVE N.

City	State	Zip Code	County
FARGO	ND	58102	CASS

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
	MEZZALUNA GIFT CARD	25.00
	TARGET GIFT CARD	100.00
	AMAZON GIFT CARD	100.00
	PANERA GIFT CARD	50.00
	REDHAWK TICKETS AND HATS	50.00
	SALON PRODUCT BASKET	250.00
	PATIO UMBRELLA	100.00
	PATIO UMBRELLA	100.00
	HERBALIFE PACKAGE	75.00
	SCENTSY GIFT SET	50.00
	4K HD TV	500.00
	AMAZON ECHO	125.00

Game Type	Description of Prize	Retail Value of Prize
	FARGO FORCE FAMILY PACK	50.00
	FARGO FORCE FAMILY PACK	50.00
	MARCUS THEATER ENTRTNMNT PACKAGE	50.00
	SKATE CITY FAMILY PACK	50.00
	SKATE CITY FAMILY PACK	50.00
	SKY ZONE FAMILY PACK	50.00
	DAYS INN	100.00
	RAMADA INN	100.00
	ESCAPE ROOM	100.00
	JBL BLUETOOTH SPKR	150.00

Total: (Limit $12,000 per year) ~~$1,150.00 1,500~~ $2,275.00

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

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

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

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
	10.05.2017	TREASURER	701.200.3083

CITY OF Fargo

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

13

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: YMCA Skyway use request

DATE: September 25, 2017

In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction of property.

I have received the attached request from the YMCA requesting use of the skyway to hang banners promoting their presence in downtown. The banners will be hung on the chains that run through the skyway and will be on display from December 1st until December 14th. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the YMCA to use the skyway to promote their presence in downtown, banners to hang in the skyway from December 1st until December 14th 2017.

Recommended Motion:

Approve the request from the YMCA to use the skyway to promote their presence in downtown, banners to hang in the skyway from December 1st until December 14th 2017.

U:\Auditors\SSprague\WP\BOCC\BOCC Skyway use request YMCA Dec 2017.doc

Printed on Recycled paper.

YMCA of Cass and Clay Counties

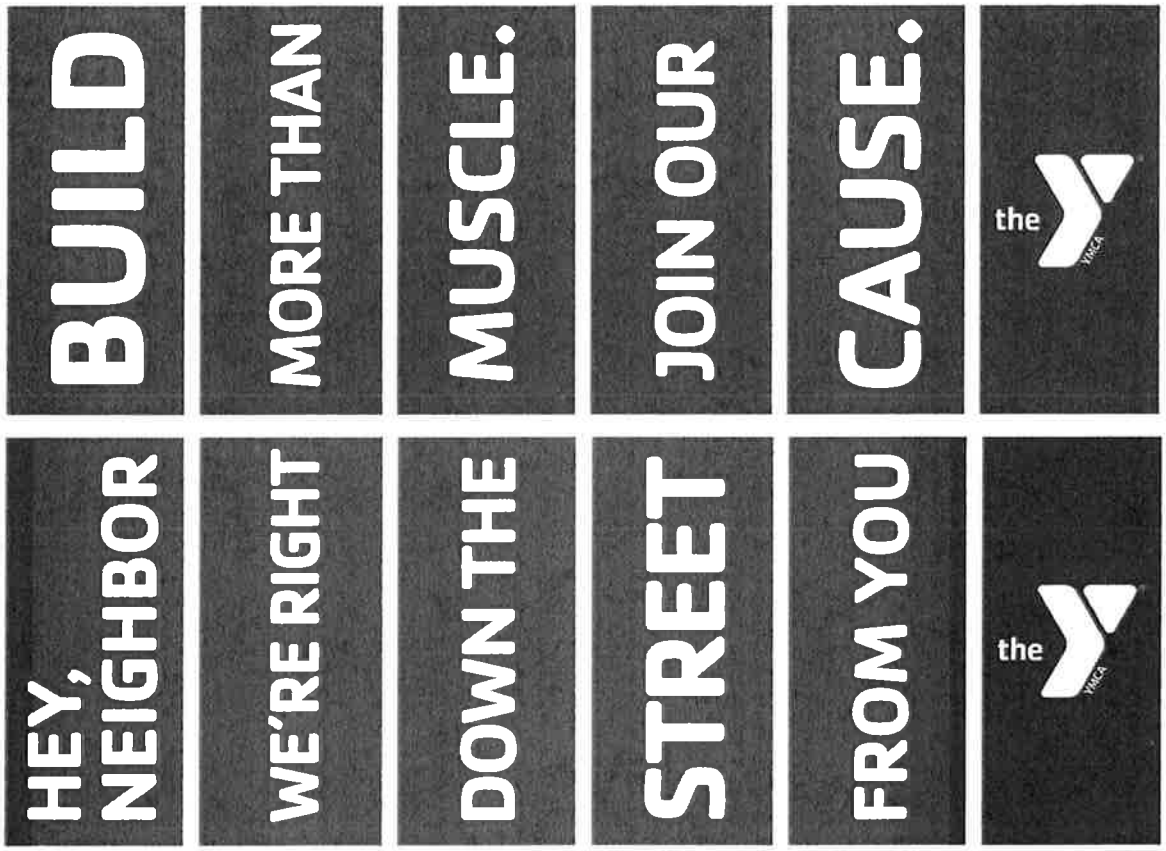
Dates in which we wish to have the banner up:
December 1 - December 14, 2017

At the YMCA, we are trying to make our presence more well known in the downtown community. We really want downtown businesses, individuals, advocates, and more to know that we are right down the street.

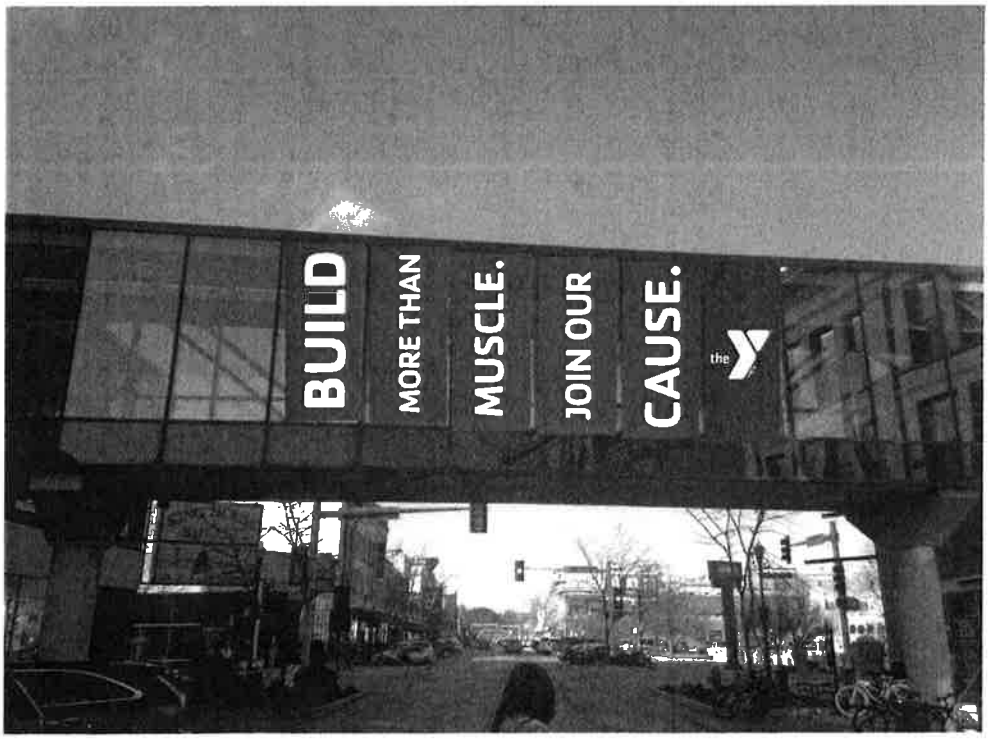
The YMCA agrees to hold the City harmless from any accidents or destruction of property.

Skyway Over Broadway

Banners facing both north and south.



Example of Skyway Over Broadway



CITY OF Fargo

PUBLIC WORKS
OPERATIONS

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

14

September 20, 2017

The Honorable Board of City Commissioners
City of Fargo
200 North 3rd Street
Fargo, ND 58102

RE: Authorization to extend 2016/2017 snow hauling contracts with Master Construction, Diesel Dogs Trucking and Industrial Builders for the 2017-2018 snow season.

Commissioners:

In October of 2016, Public Works issued a Request for Proposal (RFP) for trucking services in association with snow hauling for the 2016/2017 snow season. Upon the closing of the RFP a total of three (3) sealed responses were received (see attached bid tab). Based on the established evaluation criteria, contracts were extended to Master Construction, Diesel Dogs Trucking and Industrial Builders. As part of 2016/2017 RFP, language was included that allows for two (2) one (1) year extensions under the original terms of the RFP. Public Works staff has visited with all three 2016/2017 contract holders and at this time is requesting authorization to extend their contracts for the 2017/2018 snow season under the terms of the initial 2016 RFP (RFP17012, RFP17013 and RFP17014).

- Master Construction (7 Trucks)
- Diesel Dogs Trucking (7 Trucks)
- Industrial Builders (5 Trucks)

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP17012, RFP17013 and RFP17014) to extend the initial 2016/2017 snow hauling contacts with Master Construction, Diesel Dogs Trucking and Industrial Builders for the 2017/2018 snow season.

Respectfully submitted,

Ben Dow
Public Works
Director of Operations

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Trucking, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide seven (7) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $75.00 11 to 15 cubic yard truck,
- $90.00 15 to 20 cubic yard truck,
- $110.00 per hour for each side dump/trailer truck,

commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9-18-17

CONTRACTOR

Dan Kraemer, President/Owner

Date:_____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Company, Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide seven (7) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of:

- $80.00 11 to 15 cubic yard truck,

commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than $2,500 per truck contracted for the snow season, provided Contractor is not in breach of the terms of this Agreement at the end of the snow season, defined as the last significant snowfall requiring snow hauling in the downtown area. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the snow season shall be deemed a default, terminating the City's obligation to pay the minimum amount.

Final invoices shall be submitted no later than June 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Contract Amount, whichever is greater.

V. Termination of the Agreement

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VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

IX. Monitoring and Evaluation

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 09/19/2017

CONTRACTOR

Fred Schlanser Jr., President/Owner

Date:_____

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING

I. Agreement

This agreement is between the City of Fargo (City) and Industrial Builders, Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2018. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year.

II. Scope of Services

Contractor agrees to provide five (5) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- $105.00 11 to 15 cubic yard truck,
- $125.00 15 to 20 cubic yard truck,
- $140.00 side dump/trailer truck,

commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

V. Termination of the Agreement

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

VI. Assignability

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

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of $1,000,000 per person, $500,000 per accident, and property damage in the amount of $300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

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

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

X. Independence of Recipient

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

XI. Conflict of Interest

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

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 9-25-17

CONTRACTOR

INDUSTRIAL BUILDERS, INC.

By: [signature]

ROGER HABERMAN

Its: VP CONST

Date:_____

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

CITY OF Fargo

PUBLIC WORKS
OPERATIONS

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

15

September 27, 2017

The Honorable Board of City Commissioners
City of Fargo
200 North 3rd Street
Fargo, ND 58102

RE: Authorization to sole source purchase AMP salt brine additive

Commissioners:

The Public Works department has been using salt brine as a proactive anti-icing product as part of our winter maintenance plan since 2005. Due to the cold climate we live in it is necessary to add an additive to the salt brine in order to lower the effective working temperature. In the past the city has primarily used a byproduct produced during the processing of sugar beets. Over the last three years staff has been completing a side by side comparison of the sugar beet byproduct and AMP. Based on the comparison, staff found AMP to be a superior product over the sugar beet byproduct.

AMP is a proprietary patented product developed by EnviroTech Services that is only distributed by EnviroTech. Staff is requesting authorization to sole source purchase AMP from EnviroTech Services at a cost of $2.76 per gallon (as shown on the attached quote).

RECOMMENDED MOTION: Using the sole source procurement process as provided for in the City of Fargo Purchasing Policy, I request a suggested motion to authorize the purchase of AMP salt brine additive from EnviroTech Services at a price of $2.76 per gallon.

Respectfully submitted,

Ben Dow
Director of Operations
Fargo Public Works

ENVIROTECH SERVICES, INC.

910 54th Ave, Suite 230
Greeley, CO 80634
(800) 369-3878

January, 11 2017

Ben Dow, Public Works Director
City of Fargo, ND

Subject: Proprietary product supplied by EnviroTech Services, Inc. (ESI)

To whom it may concern:

This letter is intended to address any questions or concerns regarding the availability of the anti-icing/de-icing product known as AMP™ within North America.

AMP is a proprietary product developed by EnviroTech Services, Inc (ESI) for application in winter highway maintenance applications. All formulas relating to the ingredients and manufacture are protected by a patent and the sole property ESI.

Let this letter serve notice that only ESI or our authorized North American distributors are approved to sell and distribute AMP.

If you have any further questions or if I can be of further assistance, please do not hesitate to contact me directly at 1-970-346-3947.

Regards,

Steve Bytnar
Vice President of Research and Quality
EnviroTech Services, Inc.

ENVIROTECH SERVICES, INC.

SALES QUOTE

4676 284th Street East
Randolph, MN 55065
Order Line: 800-881-5848
Fax: 952-894-0126

Sales Person: Tom Broadbent
Phone: 218.830.0987
Date: 8/8/2017

QUOTATION

To: City of Fargo Public Works
402 23rd Street North
Fargo, ND 58102

Ship Address: Same

Phone: 701.241.1463
Fax: —

Contact: Benjamin Dow
Email for Confirmation: bdow@cityoffargo.com

QTY	Unit	DESCRIPTION	FOB	UNIT PRICE	LINE TOTAL
2,000	Tons	IceSlicer RS - Full Truckload	Fargo, ND	$ 180.0000	$ 360,000.00
4,500	Gallon	AMP Salt Bine Additive	Fargo, ND	$ 2.7600	$ 12,420.00
				TOTAL*	$ -

*Taxes, if applicable, will be added to this total

Notes:

2,000 Ton Delivered after January 1st 2018

PAYMENT TERMS: Net 30 days
QUOTE VALIDITY: 2017-18 Winter season
DELIVERY: Approximately 2 weeks after order

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

CITY OF Fargo

PUBLIC WORKS
OPERATIONS

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

(16)

September 27, 2017

The Honorable Board of City Commissioners
City of Fargo
200 North 3rd Street
Fargo, ND 58102

RE: Authorization to sole source purchase Ice Slicer ice melt product

Commissioners:

Throughout the world many different variations of ice melt products have been developed and used to fight the battle of icy conditions on road surfaces. For the last three years the Public Works Department has been comparing a variety of different ice control products in hopes of finding a material that will effectively melt and provide traction once the temperature drops below 15°. In the past the city has used two granular products for ice control, salt which provides melting capacity to approximately 10° and a sand/salt (80/20) mixture for traction purpose when the temperatures drop below 10°. Through a side by side comparison of different products staff has been able to identify a product called Ice Slicer that is very effective at providing traction and melting at temperatures between 15° and -5°. Ice Slicer is an all-natural organic product that is found in Utah and mined exclusively by Redmond Minerals. Ice Slicer has greater melting capacity, is less corrosive, and is environmentally safer than salt.

EnviroTech Services is the national distributer and sole provider of Ice Slicer outside of Utah. Staff is requesting authorization to purchase Ice Slicer from EnviroTech Services at a cost of $180.00 per ton (as shown on the attached quote).

RECOMMENDED MOTION: Using the sole source procurement process as provided for in the City of Fargo Purchasing Policy, I request a suggested motion to authorize the purchase of IceSlicer ice melt from EnviroTech Services at a price of $180.00 per ton.

Respectfully submitted,

Ben Dow
Director of Operations
Fargo Public Works

REDMOND
MINERALS, INC.

January 5, 2017

To whom it may concern:

Redmond Minerals is the producer and manufacturer of the Ice Slicer granular ice melt products. EnviroTech Services is the national distributor for Ice Slicer and distributes Ice Slicer exclusively throughout the country. They are the sole provider of Ice Slicer outside of Utah.

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

Sincerely,

Doug Anderson
Redmond Minerals Inc.

ENVIROTECH SERVICES, INC.

SALES QUOTE

4676 284th Street East
Randolph, MN 55065
Order Line: 800-881-5848
Fax: 952-894-0126

Sales Person: Tom Broadbent
Phone: 218.830.0987
Date: 8/8/2017

QUOTATION

To: City of Fargo Public Works
402 23rd Street North
Fargo, ND 58102

Ship Address: Same

Phone: 701.241.1463
Fax: —

Contact: Benjamin Dow
Email for Confirmation: bdow@cityoffargo.com

QTY	Unit	DESCRIPTION	FOB	UNIT PRICE	LINE TOTAL
2,000	Tons	IceSlicer RS - Full Truckload	Fargo, ND	$ 180.0000	$ 360,000.00
4,500	Gallon	AMP Salt Bine Additive	Fargo, ND	$ 2.7600	$ 12,420.00
				TOTAL*	$ -

*Taxes, if applicable, will be added to this total

Notes:

2,000 Ton Delivered after January 1st 2018

PAYMENT TERMS: Net 30 days
QUOTE VALIDITY: 2017-18 Winter season
DELIVERY: Approximately 2 weeks after order

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

REPORT OF ACTION

UTILITY COMMITTEE

17

Project No. WW1707 Type: Wastewater Treatment Plant Levee

Location: Wastewater Treatment Plant

Date of Hearing: 9/28/2017

Routing	Date
City Commission	10/9/2017
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and local match commitment letter for a FEMA Pre-Disaster Mitigation (PDM) Grant to obtain funding for a levee to provide permanent flood protection at the Wastewater Treatment Plant (WWTP).

Historically the City of Fargo would use temporary levees, sandbags and trap bags to protect the WWTP infrastructure during extreme flood conditions. As the WWTP is of great value and provides wastewater treatment for the region, city staff are applying for a FEMA PDM Grant to construct a permanent levee to protect the plant with a funding formula of 75% Federal and 25% Local. As a part of the process, a local match commitment letter must accompany the application to ensure that the city has the resources and commitment to fund the 25% share.

The preliminary estimate for the construction costs is $2.4 M with funding for the local share coming from the Wastewater Infrastructure Sales Tax Fund 455. This project has a placeholder on the Wastewater 20 year CIP.

MOTION:
On a motion by Ben Dow, seconded by Mark Bittner, the Utility Committee voted to direct the Mayor to sign the attached local match commitment letter for the FEMA Pre-Disaster Mitigation Grant application associated with Project WW1707.

COMMITTEE:	Present	Yes	No	Unanimous X
			X	
			Proxy	
Anthony Gehrig, City Commissioner	X			
Mark Bittner, Director of Engineering	X			
Kent Costin, Director of Finance				
Brian Ward, Water Plant Superintendent	X			
Don Tucker, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester				
Terry Ludlum, Solid Waste Utility Director	X			
Jim Hausauer, Wastewater Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

CITY OF FARGO PUBLIC WORKS
Wastewater Treatment Facility
3400 North Broadway
Fargo, ND 58102
Phone: 701-241-1454
Fax: 701-241-8159

MEMORANDUM

September 28, 2017

To: Utility Committee
From: Jim Hausauer, Wastewater Utility Director JH
Re: Pre-Disaster Mitigation/Flood Mitigation Assistance Programs
Local Funding Match Commitment

Background

The Fargo Wastewater Treatment Plant (WWTP) currently does not have permanent flood control measures in place to protect the facility during flooding events. The WWTP has relied on temporary measures to protect the facility in the event of river flooding. In 2009, a temporary earth levee was constructed through the center of the facility and on the south access road affecting daily operations for weeks. In addition, installing/removing temporary measures is time consuming & expensive when a flood threatens the facility.

Pre-Disaster Mitigation & Flood Mitigation Assistance

The Pre-Disaster Mitigation (PDM) Program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures designed to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. $90,000,000 in Federal funding is available with a Period of Performance of 42 months. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs derived from non-Federal sources. FEMA will prioritize mitigation projects in accordance with the 2017 appropriations language.

The Flood Mitigation Assistance (FMA) Program makes Federal funds available to State, Local and Tribal Governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures s insured under the National Flood Insurance Program (NFIP). $160,000,000 in Federal funding is available with a Period of Performance of 42 months. The cost share provides 75% Federal funding of the eligible costs with the remaining 25% derived from non-Federal sources. Applicants must be participating in the NFIP, and insurance must be maintained through the completion of the mitigation activity.

Application and Submission Key Dates:

- ✓ Grant Date Posted 7/10/2017
- ✓ Application Start Date 8/14/2017
- ✓ Application Submission Deadline 11/14/2017
- ✓ Funding Selection Date 1/30/2018
- ✓ Award Date 12/30/2018

The preliminary estimate for the WWTP Levee is $2.4 million resulting with the estimated local share of ~$600,000. Note: Funding for the local share has a placeholder in the Wastewater Infrastructure Sales Tax Fund 455 and in the Wastewater Utility 20 year CIP.

Recommended Motion

Approve/sign the attached local match commitment from the City of Fargo for the Wastewater Treatment Plant Levee Project that is required with the Application Submission Deadline due 11/14/2017.

THE CITY OF Fargo FAR MORE

Dr. Timothy J. Mahoney, Mayor
Fargo City Hall
200 3rd Street North
Fargo, ND 58102
Office: 701.241.1310 | Fax: 701.476.4136
www.FargoND.gov

October 9, 2017

Cody Schulz, Disaster Recovery Chief
ND Department of Emergency Services
P.O. Box 5511
Bismarck, ND 58506-5511

RE: Local Match Letter

Dear Mr. Schulz,

As part of the Pre-Disaster Mitigation (PDM) Program, a local funding match is required. This letter serves as the City of Fargo commitment to meet the local matching fund requirements for the Wastewater Treatment Plant Levee PDM project. The local matching fund requirement is twenty-five percent (25%), which will be provided as cash and/or in-kind contributions, and paid upon receipt of all bills. Further, all matching requirements set forth in 2 CFR Part 200.306 will be adhered to.

Your assistance is greatly appreciated.

Sincerely,

Dr. Timothy Mahoney
Mayor

CITY OF Fargo

18

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

October 4, 2017

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

RE: Fargo Public Schools Garbage Collection Service Contract

Dear Commissioners:

Attached please find a Garbage Collection Service Contract from the Fargo Public Schools.

BACKGROUND:

Since 2011, The City of Fargo has had two separate three-year contracts with Fargo Public Schools (FPS) to provide garbage collection services. The agreements were based on responses to Request For Proposals (RFP) which requested pricing of a monthly charge for the nine school months plus an "on-call charge" (price per cubic yard) through the summer vacation months. A recent RFP was again been posted for a three-year agreement with proposals due on September 18th, 2017. The term of the proposed contract is three years, November 31, 2017 – October 31, 2020, with the option to renew for two additional terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.

In preparation of previous proposals, Solid Waste staff was encouraged to look for ways to reduce the proposed fees from the Commission approved ***Resolution Prescribing Rates and Charges for Solid Waste Services*** as an exception for the Fargo Public Schools because it would benefit another (similar) taxing entity. Thus the concept of offsetting a portion of the separated cardboard revenue was approved for previous proposals. An offset of 50% was approved in 2011, an offset of 70% was approved in 2014, and the same 70% offset was used in the 2017 proposal.

2017 PROPOSAL FORMULATION:

To calculate the current monthly charge, staff applied the formula and matrix as provided in the ***2017 Resolution Prescribing Rates and Charges for Solid Waste Services.*** The results show a monthly charge of $12,341.36, and using the monthly charge divided by the monthly volume (3360 cubic yards) results in an "on call" price of $3.67 per cubic yard.

The cardboard revenue offset was determined by calculating the potential separated cardboard (based on the current container list) and assigning a value based on a three-year review of recyclable markets. Current projections during the nine-month school year show the potential to collect and market approximately 536 cubic yards of cardboard per month, at a market value of $601.65 and a 70% offset of $421.16. The proposed adjusted monthly charge is $11,920.20 and it is proposed that this offset would remain static throughout the term of the agreement.

Please note that according to Fargo Public School's officials, the City of Fargo was the only waste hauler to respond to the RFP. Therefore, Solid Waste staff would recommend approval of the contract.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION

Approve the attached Fargo Public Schools Garbage Collection Service Contract for the term of three years (November 31, 2017 – October 31, 2020), with the option to renew for two additional terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

Attachments

cc: Bruce Grubb, City Administrator

FARGO PUBLIC SCHOOLS
GARBAGE COLLECTION SERVICE CONTRACT

THIS AGREEMENT, made and entered into this 31st day of October, 2017 by and between Fargo Public Schools, 415 North 4th Street, Fargo, North Dakota, hereinafter referred to as SCHOOLS, and City of Fargo hereinafter referred to as CITY.

WITNESSETH:

WHEREAS, SCHOOLS is desirous of procuring reasonable garbage collection services at all of its school sites within the CITY and has requested proposals for such service, and CITY has submitted a proposal for garbage collection services reflecting the lowest bid received for such services; and

WHEREAS, the parties hereto wish to enter into a contract setting forth the terms and conditions of their respective agreements;

NOW, THEREFORE, for and in consideration of the mutual covenants and understandings of the parties hereto, it is agreed by and between the parties as follows:

1. CITY agrees to provide garbage collection services to SCHOOLS at the locations and frequency as shown on Attachment "A" which is attached hereto and made a part of this Agreement. The term of this contract shall be three (3) years commencing November 1, 2017 and ending October 31, 2020, with the option to renew for two (2) additional three-year terms ending October 31, 2023 and October 31, 2026 upon agreement of both parties.

2. CITY will provide and maintain the dumpsters as set forth on Attachment "A". It is also agreed that CITY will power wash at least once per year.

3. CITY will provide liability insurance coverage and agrees to indemnify and hold harmless SCHOOLS from any and all claims or causes of action that may arise therefrom.

4. SCHOOLS agrees to pay CITY a monthly fee for its services as follows:

November 2017 through May 2018	$11,920.20 per month
June 2018 through August 2018	$3.67 per yard on an "on-call" basis.
September 2018 through May 2019	$11,920.20 per month
June 2019 through August 2019	$3.67 per yard on an "on-call" basis.
September 2019 through May 2020	$11,920.20 per month
June 2020 through August 2020	$3.67 per yard on an "on-call" basis.

5. Failure of CITY to provide and maintain service acceptable to SCHOOLS may result in termination of the contract by SCHOOLS after a reasonable period of time not exceeding thirty (30) days following written notification of such deficiencies.

6. SCHOOLS may dispose of yard waste at neighborhood drop-sites or compost sites at no charge. Separated tree waste disposal which is hauled to the landfill by SCHOOLS will be accepted at no charge.

7. CITY will offer the following value added services to SCHOOLS as follows:

   Recycling – CITY will enhance recycling opportunity by adding additional outside containers for source separated materials to include cardboard, plastic, metal, tin, glass, magazines, phone books and office paper to be collected at no charge. Additionally, CITY will collect comingled recyclable material from SCHOOLS for $3.00/100 gallons. All separated cardboard will be used towards 70% revenue offset.

Recycling Education – CITY will provide curriculum-approved recycling education within the elementary schools as approved by SCHOOLS, at no additional cost, as an added service of unlimited value.

Roll-Off - Should SCHOOLS have a construction project requiring a large roll-off container, CITY will charge a 25% discounted rate of $75.00 on all pull charges from that container throughout the contract period.

8. Both SCHOOLS and CITY agree that this Agreement contains all of the understandings of the parties hereto.

9. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

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

FARGO PUBLIC SCHOOLS

By:_____

CITY OF FARGO

By:_____

ATTACHMENT A

SCHOOL	GARBAGE	WEEKLY PICKUPS		CARDBOARD	WEEKLY PICKUPS		OTHER
Agassiz/Woodrow Wilson	8 yd	2		-	-		
Ben Franklin	6 yd	5		8 yd	1		4 Yd Plastic
Bennett	8 yd	5		6 yd	1		
Carl Ben Eielson	6 yd	5		8 yd	1		300 Gal Cans
Centennial	6 yd	5		6 yd	1		
Clara Barton	6 yd	3		4 yd	1		
Davies	2-8 yd	5		8 yd	1		4 Yd Plastic, 300 Gal Cans
Discovery	6 yd	5		6 yd	2		300 Gal Cans
District Office	6 yd	2		4 yd	2		
Eagles	6 yd	5		2 yd	1		
Ed Clapp	6 yd	5		4 Yd	1		
Hawthorne	6 yd	3		-	-		300 Gal Cans, Glass, Plastic
Horace Mann	4 yd	3		4 yd	1		
Jefferson	4 yd	5		-	-		
Kennedy	6 yd	5		6 yd	1		
Lewis & Clark	6 yd	5		6 yd	1		
Lincoln	6 yd	5		-	-		
Longfellow	8 yd	4		-	-		
Madison	4 yd	5		-	-		
McKinley	4 yd	5		4 yd	2		
North High - Door 12	8 yd	5		8 yd	1		300 Gal Cans, 4 Yd Plastic
North High - Door 4	6 yd	3		-	-		
Operations Center	8 yd	5		8 yd	1		2-300 Gal Cans
Roosevelt	4 yd	3		-	-		
South High-Door 27 (Kitchen)	2-6 yd	5		8 yd	3		4 Yd Plastic
South High-Door 10 (Staff Entry)	4 yd	5		-	-		
South High-Door 17 (Auto Shop)	4 yd	1		-	-		
Washington	8 yd	3		4 yd	1		300 gal cans

FARGO PUBLIC SCHOOLS REQUEST FOR PROPOSALS

GARBAGE COLLECTION SERVICE

Fargo Public Schools is accepting proposals for Garbage Collection Services until 2:00pm on Monday, September 18, 2017.

All proposals should be based on site details included in Attachment A and shall include the following:

- Monthly Fees (September through May)
- Per Yard "On-Call" Fees (June through October)
- Roll Off Fees for Construction Dumpsters
- Recycling Fees
- List of Primary and Backup Collection Vehicles

A statement regarding bidder's liability insurance coverage must be included in bidder's proposal.

Additional consideration will be given to bidders who can assist Fargo Public Schools in reducing the waste stream through better recycling efforts and disposal of yard and tree waste. Proposals should include what assistance is available in these areas.

The term of the contract will be for a period of three (3) years commencing November 1, 2017, with an option to renew for two (2) additional three-year terms upon mutual agreement of the parties.

Fargo Public Schools reserves the right to cancel any individual school collection and waive its collection fees.

Successful bidder will enter into a form of agreement as attached hereto.

Proposals are due no later than 2:00pm on Monday, September 18, 2017.

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

Resolution Prescribing Rates and Charges for Solid Waste Services

(Amended January 1, 2017)

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 13-0518 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which garbage and recycling services are furnished and made available by the municipal garbage and recycling utility, effective January 1, 2017, and shall be reflected in the statements for garbage and recycling service prepared after that date; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2017 shall remain in full force and effect:

RATES ARE NON-NEGOTIABLE.

1. There shall be collected for each single family dwelling the following monthly charges for garbage service effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

2. There shall be collected from each multiple dwelling and/or apartment dwelling the following monthly charges for garbage service effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

Any multiple dwelling and/or apartment dwelling equipped with a commercial dumpster for garbage shall pay a monthly collection fee as described in paragraph 5. Said changes to be billed to and paid for by the property owner monthly.

3. There shall be collected from each mobile home court the following monthly charges for garbage service per mobile home effective January 1, 2017:

Cart Size (Each)	Charge
Small (48-gallon)	$ 6.00
Medium (65-gallon)	$ 9.00
Large (96-gallon)	$14.00

Any mobile home court equipped with a commercial dumpster shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

4. There shall be collected for each single family dwelling that chooses to participate in the single-stream recycling program the following monthly charges for recycling service, effective July 1, 2017:

Cart Size (Each)	Charge
Large (96-gallon)	$3.00

5. There shall be collected from each mobile home court the following monthly charges for recycling service per mobile home that chooses to participate in the single-stream recycling program, effective July 1, 2017:

Cart Size (Each)	Charge
Large (96-gallon)	$3.00

6. For persons 65 years of age or older who qualify for real estate homestead credit in accordance with section 57-02-08.1 of the North Dakota Century Code, the charge shall be $2.50 per month for garbage service and $1.00 per month for single-stream recycling service.

7. There shall be collected for containers and/or roll-offs the following monthly charges, effective January 1, 2017:

Cubic Yards	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	7/wk
1-1.5	48.50	96.99	145.49	193.98	242.48	290.98	339.47
2	58.02	116.04	174.07	232.09	290.11	348.13	406.15
3	67.55	135.10	202.64	270.19	337.74	405.29	472.84
4	77.07	154.15	231.22	308.30	385.37	462.44	539.52
6	96.13	192.25	288.38	384.50	480.63	576.76	672.88
8	115.18	230.36	345.53	460.71	575.89	691.07	806.25

$2.20/CY + $9.00/PICK-UP
COMPACTED TRASH 1.5 TIMES THE RATES LISTED ABOVE
FLAT GARBAGE CHARGE - $38.41/MONTH MINIMUM FOR NONCOMMERCIAL CONTAINER ACCOUNTS AS APPROVED BY ROUTE SUPERVISOR.

ROLL-OFF SERVICE:

Pulls:	$100.00/pull plus landfill fees $85.00/pull plus landfill fees if container is owned by the contractor $85.00/pull if load is recycled or incinerated
Rental:	$ 5.00/day excluding week-ends (the rental fee will be waived if one pull is made per week)

BE IT FURTHER RESOLVED, that effective January 1, 2017, there shall be charged to all users of the City of Fargo Sanitary Landfill the following charges:

All Landfill Waste	$43.00/ton
Private Haulers In-City	$42.00/ton
Inert Waste	$38.00/ton
Separated Demolition Material (free of debris) Untreated Wood, Trees, Pallets, Concrete	$38.00/ton
Compost Waste	$22.00/ton
Special Handling (Asbestos, Contaminated Soil)	$43.00/ton or $125.00 Minimum
Minimum Charge	$12.00/load
Weight Only	$10.00/each

BE IT FURTHER RESOLVED, that effective January 1, 2017, there shall be charged to all conditionally exempt small quantity generators (CESQGs) and those non-resident users not included in current landfill agreements with the City whom utilize the City of Fargo Household Hazardous Waste (HHW) facility, the following charges:

Acids/Bases	$0.95/lb.	Oxidizers	$1.04/lb.
Adhesives/Flammable Solids	$0.76/lb.	Paint (max. 50 1-gal cans/month)	
		Latex	$0.20/lb.
		Oil-based	$0.78/lb.
Aerosols	$1.07/lb.	PCB Ballasts	$1.28/lb.
		PCB Capacitors	$3.75/lb
Anti-freeze* (max. 10-gals/month)	$0.24/lb.	Photo Developer/Fixer	$0.95/lb.
Asbestos or Non-RCRA	$0.35/lb.	Poisons/Pesticides	$0.89/lb.
Lead Acid Batteries*	$2.02 each	Used Oil* (max. 10-gals/month)	$0.12/lb.
Cleaners/Solvents	$0.44/lb.	Dioxins** (wood preservatives)	$ (see below)
Flammable Liquids	$0.44/lb.	Mercury**	$6.00/lb
Electronics	$1.14/lb		
Fluorescent Bulbs (max. 36 bulbs/month)			
4 ft. and below	$1.00/each		
5 ft and above	$1.17/each		

*Not included in the 220/lbs./month CESOG limit specified in the North Dakota Solid Waste Management Rules.

**Dioxins, reactives and items not listed will be priced on a case-by-case basis.

CITY OF FARGO

Division of Solid Waste

2017 Fargo Public Schools Garbage Collection Services

GARBAGE

Size	Frequency	Number	Volume/Week	Rate	Monthly	Annual (9 months)
8	5 per week	5	200 c.y.	$ 575.89	$ 2,879.45	$ 25,915.05
8	4 per week	1	32 c.y.	$ 460.71	$ 460.71	$ 4,146.39
8	3 per week	1	24 c.y.	$ 345.53	$ 345.53	$ 3,109.77
8	2 per week	1	16 c.y.	$ 230.36	$ 230.36	$ 2,073.24
6	5 per week	11	330 c.y.	$ 480.63	$ 5,286.93	$ 47,582.37
6	3 per week	3	54 c.y.	$ 288.38	$ 865.14	$ 7,786.26
6	2 per week	1	12 c.y.	$ 192.25	$ 192.25	$ 1,730.25
4	5 per week	4	80 c.y.	$ 385.37	$ 1,541.48	$ 13,873.32
4	3 per week	2	24 c.y.	$ 231.22	$ 462.44	$ 4,161.96
4	1 per week	1	4 c.y.	$ 77.07	$ 77.07	$ 693.63
		30	776 c.y.		**$ 12,341.36**	$ 111,072.24
					($421.16)	
					$ 11,920.20	

CARDBOARD 70% Revenue Offset

Size	Frequency	Number	Volume/Week	Volume/Mo.	Monthly	**Revenue Offset**
8	2 per week	1	16 c.y.	69 c.y.	$ 72.45	$ 50.72
8	1 per week	4	32 c.y.	139 c.y.	$ 145.95	$ 102.17
6	3 per week	1	18 c.y.	78 c.y.	$ 81.90	$ 57.33
6	2 per week	1	12 c.y.	52 c.y.	$ 54.60	$ 38.22
6	1 per week	4	24 c.y.	104 c.y.	$ 109.20	$ 76.44
4	2 per week	5	20 c.y.	87 c.y.	$ 91.35	$ 63.95
4	1 per week	1	2 c.y.	9 c.y.	$ 9.45	$ 6.62
2	1 per week	1	8 c.y.	35 c.y.	$ 36.75	$ 25.73
		16	124 c.y.	536 c.y.	$ 601.65	$ 421.16

ON-CALL (Plastic, Cans, Glass) No Charge

CITY OF Fargo

Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102
Phone: 701-241-1449
Fax: 701-241-8109

September 18, 2017

Mr. Broc Lietz
Business Manager
Fargo Public Schools
415 North 4th Street
Fargo, ND 58102

RE: Request for Proposal
Garbage Collection Service Fargo Public Schools

Dear Mr. Lietz:

Enclosed, please find the City of Fargo's submittal in response to the above-referenced RFP. The proposal offers a monthly rate of $11,920.20 for garbage and cardboard collection services from September through May, and a unit "on-call" rate of $3.67 per cubic yard for garbage from June through August; over the three-year term.

In response to a previous Fargo Public School RFP (2014) and in a good-faith effort, the City of Fargo was able to offer a discounted monthly garbage charge that accounted for 70% of the revenue from cardboard which was separated and diverted from the waste stream. In response to this RFP (2017), the City would again offer the discounted monthly garbage rate by the same percentage rate of cardboard revenue as projected by volume.

Recycling opportunities throughout the FPS system could be enhanced by adding additional outside containers for source separated materials to include cardboard, plastic, metal & tin, glass, newsprint, magazines, phone books, and office paper. Additionally, the City of Fargo is now able to offer the collection of comingled recyclable material at all FPS facilities. Any comingled material would be charged as per processing fees, all separated cardboard would be used towards revenue offset, and all other separated material would be collected at no charge.

With regard to "value added services", the City has been providing and would continue to provide curriculum-approved recycling education within the elementary schools as approved by Fargo Public Schools, at no additional cost. Additionally, should the Fargo School District have a construction project requiring a large roll-off container, the City would provide a 25% discount on pull charges from that container throughout the contract period.

The City of Fargo has appreciated the opportunity to provide garbage and recycling services to the Fargo Public Schools over the last six years and would look forward to being awarded an additional three-year contract in order to sufficiently recover capital costs associated with the previous contracts.

A certificate of liability insurance has also been included for your reference. If you should have any questions regarding this proposal, please feel free to contact the Division of Solid Waste at 241-1449.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

Enclosure

cc: Bruce Grubb, City Administrator

SUMMARY SHEET

GARBAGE COLLECTION PROPOSAL
September 18, 2017
2:00 p.m.

Monthly Fee (September through May)	$ 11,920.20
Per Yard "On-Call" Fee (June through August)	$ 3.67
Roll Off Fee – Construction Dumpsters	$ 75.00/pull plus LF Fees
Recycling Fees	$ 3.00/100 Gal-comingled

Recycling Efforts Comments:

Will offer revenue offset for separated cardboard. No charge for other separated commodities (glass, plastic, cans). Will offer collection of comingled material at $3.00/100 gallons.

Yard & Tree Waste Comments:

Yard Waste Disposal – Neighborhood drop sites or compost site at no charge.

Tree Waste Disposal – Separated tree waste, which is hauled to the landfill, will be accepted at no charge.

Vehicle Listing: Garbage – Unit# 154, 180, 181, 185

Recycling – Unit# 155, 194

Extra – Unit# 182, 201, 157

Company Name City of Fargo

Address 2301 8th Ave N, Fargo, ND 58102

Phone 701-241-1449 Fax 701-241-8109

Name Terry Ludlum Title Solid Waste Utility Director

Signature Terry Ludlum

CITYFAR-01 RGAILFUS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/16/2017

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

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

PRODUCER
Warner and Company
318 Broadway N
PO Box 1470
Fargo, ND 58107

CONTACT NAME: Ross Gailfus
PHONE (A/C, No, Ext): (701) 237-6414 FAX (A/C, No): (701) 239-0009
E-MAIL ADDRESS: rgailfus@warnerandcompany.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ND Insurance Reserve Fund	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR			GL000333407	10/29/2016	10/29/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	X Premises/Operations						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Equipment Floater			IM000114707	06/01/2017	06/01/2018	Owned/Leased/Rented	60,354,687
A	Mobile Eqp/Motor Veh			IM000114707	06/01/2017	06/01/2018	Deductible	10,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian J Hayer

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CITY OF Fargo Fire Department

19

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: OCTOBER 4, 2017

SUBJECT: AMMENDMENT TO EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT

In 2003 the City of Fargo and Cass Count North Dakota entered into a Joint Powers Agreement to provide Emergency Management services in the City and County. The agreement had not been updated since the initial adoption. Several process have been and funding has changed over the past 14 years.

An amendment to the agreement was drafted by the City Attorney and sent to the County Attorney for review. The agreement was adopted by the Cass County Board of County Commissioners at their meeting on October 2, 2017.

The changes to the agreement establishes membership in the joint Emergency Management Oversight Committee, how the joint office is financed, the location of the office is updated, and how property that is acquired is held.

RECOMMENDED MOTION: Approve the amendment to the Emergency Management Joint Powers Agreement.

SD/LS
Enclosure

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

AMENDMENT TO JOINT POWERS AGREEMENT

City of Fargo, North Dakota and Cass County, North Dakota

THIS Amendment amends that AGREEMENT entered into by and between the THE CITY OF FARGO, NORTH DAKOTA, a municipal corporation, hereinafter referred to as "City" and CASS COUNTY, NORTH DAKOTA, a Home Rule County under North Dakota law, hereinafter referred to as "County" (attached hereto as Exhibit A).

Paragraph 3 (A) shall be amended as follows: The staff shall consist of an Emergency Manager and Office Associate who are County employees, and an Emergency Manager who is a City employee. The County and the City have established an Emergency Management Oversight Committee. The representatives for the County to the Emergency Management Oversight Committee shall be the County Auditor, County Administrator, Sheriff, and County Engineer. The representatives for the City will be the City Administrator, Fire Chief, Police Chief, and the Director of Operations. In addition, the Director of Public Health will serve as a member of the committee representing both the County and City. The Emergency Management Oversight Committee shall meet at least one (1) time per each calendar year.

The job description for the County Emergency Manager is attached hereto as Exhibit B. The parties understand and agree that the City will continue to have an emergency management function that will be staffed by an emergency services coordinator who will assist the various departments responsible for responding to emergencies within the City of Fargo (i.e. fire, health, police and public works).

Paragraph 3 (D) shall be amended as follows: Financing for the Emergency Management Office shall be as follows: 50% funded through EMPG funds and 25% by the City and 25% by the County. If funding through EMPG is unavailable, the City agrees to fund 50% and County agrees to fund 50% of the cost to operate the Emergency Management Office. Any employees, apart from the City and County Emergency Managers, will be County employees.

Paragraph E shall be amended as follows: The office location will be at the Public Safety Building located at 4630 15th Ave N. Fargo, North Dakota 58102. County agrees to pay City $4,800 per year to share in the cost of the physical office.

Paragraph 4 shall be amended as follows: Property. Property acquired shall be held in the name of the acquiring entity for use in Emergency Management operations.

All other terms and conditions of the Agreement shall remain in full force and effect as stated therein.

Dated this ____ day of _____, 2017.

THE CITY OF FARGO, NORTH DAKOTA,

a municipal corporation

By _____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

Dated this 2nd day of October, 2017.

CASS COUNTY GOVERNMENT

By _____

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

On this _____ day of _____, 2017, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, to me known to be the Mayor and City Auditor, respectively, of THE CITY OF FARGO, CASS COUNTY, NORTH DAKTOA, a municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged that said municipal corporation executed the same.

_____

Residing at: _____

(SEAL) My Commission Expires:_____

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

On this 2nd day of October, 2017, before me, a notary public in and for said county and state, personally appeared Chad Peterson, to me known to be the Chairman of CASS COUNTY, NORTH DAKOTA, the governmental entity described in and who executed the within and foregoing instrument, and acknowledged to me that said governmental entity executed the same.

Heather Worden

Residing at: 202 10th Ave E, West Fargo ND

(SEAL) My Commission Expires: July 16, 2022

HEATHER WORDEN
Notary Public
State of North Dakota
My Commission Expires July 16, 2022

CITY OF Fargo Fire Department

20

MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **FIRE CHIEF STEVE DIRKSEN**

DATE: **OCTOBER 4, 2017**

SUBJECT: **MULTI HAZARD MITIGATION PLAN GRANT PARTICIPATION**

The Cass Fargo Emergency Management Office is applying for a FEMA planning grant through the North Dakota Department of Emergency Services. The grant will be managed by Cass County. The grant requires a local match of 25%. In the past, the local match was split equally by Cass County and the City of Fargo. The intent is to meet the match through in-kind services.

Developing a Multi Hazard Mitigation Plan is necessary if there is hope to receive FEMA Funding following a disaster as well as being able to apply for mitigation funds that may be made available through Congressional authorization.

RECOMMENDED MOTION: Approve the cost share agreement with Cass County North Dakota for the completion of the Multi Hazard Mitigation Plan.

SD/LS
Enclosure

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

CASS COUNTY
Jim Prochniak
(701) 476-4065
prochniakj@casscountynd.gov

CASS FARGO EMERGENCY MANAGEMENT

CITY OF FARGO
Leon Schlafmann
(701) 476-4069
lschlafmann@cityoffargo.com

October 3, 2017

Mayor Tim Mahoney
City of Fargo
201 3rd Street North
Fargo, ND 58102

Dear Mayor Mahoney,

In 2019 the Cass County Multi Hazard Mitigation Plan (MHMP) will expire. Cass Fargo Emergency Management (CFEM) will be applying for a FEMA planning grant through the North Dakota Department of Emergency Services for an updated and approved County MHMP. As required by FEMA, we solicited three bids and have chosen to go with Lake Agassiz Development Group to coordinate and manage the project. The grant being requested will be in the amount of $54,000 and has a 25% local cost share match of $13,500. The grant will be run through Cass County Finances and be monitored through CFEM.

It is the intent of CFEM to meet the local match share through in-kind cost share associated with the project. However, if we are unable to provide sufficient services and costs to meet the local obligation we propose to supplement the difference with the balance of 50% from Cass County and 50% from the City of Fargo. We are confident that the match can be achieved through in-kind services. Please confirm your commitment of the City of Fargo by signing below.

Sincerely,

Jim Prochniak
Cass County Emergency Manager

The City of Fargo hereby commits to 50% of the above cost share match upon completion of the MHMP project or as requested by Cass Fargo Emergency Management.

_____ _____

Mayor Tim Mahoney, City of Fargo Date

CASS COUNTY
GOVERNMENT

Board of County Commissioners

Chad M. Peterson
Fargo, North Dakota

Rick Steen
Fargo, North Dakota

Vern Bennett
Fargo, North Dakota

Arland H. Rasmussen
West Fargo, North Dakota

Mary Scherling
Stanley Township, North Dakota

October 2, 2017

Cody Schulz, Disaster Recovery Chief
ND Department of Emergency Services
P.O. Box 5511
Bismarck, ND 58506-5511

RE: Local Match Letter

Dear Mr. Schulz:

As part of the Pre-Disaster Mitigation (PDM) Program, a local funding match is required. This letter serves as Cass County's commitment to meet the local matching fund requirements for the 2019 County Hazard Mitigation Plan project. The local matching fund requirement is twenty-five percent (25%), which will be provided as cash and/or in-kind contributions, and paid upon receipt of all bills. Further, all matching requirements set forth in 2 CFR Part 200.306 will be adhered to.

Your assistance is greatly appreciated.

Sincerely,

Chad M. Peterson, Chairman
Cass County Commission

Heather Worden
Commission Assistant

PO Box 2806
211 Ninth Street South
Fargo, North Dakota 58108

701-241-5609
Fax 701-241-5728
www.casscountynd.gov

CITY OF Fargo Fire Department

21

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: OCTOBER 4, 2017

SUBJECT: FIRE DEPARTMENT NORTH DAKOTA DES GRANT ACCEPTANCE

The North Dakota Department of Emergency Services (NDDES) – Division of Homeland Security has approved a grant application for the FY 2017 State Homeland Security Grant Program in the amount of $158,345.00. Items that will be purchased are personal protective equipment, power equipment, hazardous materials monitors, training of personnel, and other authorized equipment.

RECOMMENDED MOTION: Approve the Fire Department budget adjustment and contract with the North Dakota Division of Homeland Security for grant funding in the amount of $158,345.00 for the purchase of Regional Response Equipment and Training. (CFDA #97.067)

SD/LS
Enclosure

Cc: Kent Costin

637 NP AVENUE • FARGO, NORTH DAKOTA • 58102
PHONE: 701-241-1540 • FAX: 701-241-8125
Website http://ci.fargo.nd.us/fire

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 **NOTICE OF GRANT AWARD**	**ND DHS Director:** Greg M. Wilz PO Box 5511 Bismarck, ND 58506-5511 **Recipient Contact Name:** Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 17 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2017-SS-00064	**Federal Award Date:** September 05, 2017
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	**Federal Award to NDDES:** $3,752,000.00

Subrecipient Name and Address: Fargo Fire Department 637 NP Avenue Fargo, ND 58102 **Subrecipient Contact Name:** Mr. Gary Lorenz Telephone: 701-241-8132 Subrecipient DUNS Number: 070265871	**Grant Number** 14	**County/Tribe** Cass	**DES Grant Code:** A1229-001-2017-R
	Performance Period From: September 28, 2017		Through: 8/31/2019

Financial Information	**Grant Amount**	**Subrecipient Cost Share**	**Total Project Cost**
Amount of Financial Assistance	$158,345.00		$158,345.00

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. This report form can be found on our website at http://grants.des.nd.gov/app/#home?
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 http://www.nd.gov/des/uploads/resources/880/fiscal-and-program-policy---nddes.pdf.
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 10/3/17	Signature	Date: 9/28/2017
Typed Name and Title of Authorized Representative Steven J. Dirksen Fire Chief		**Typed Name and Title of Authorized Representative** Greg M. Wilz Director	

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document as 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 10 days from the date of the award.

3. The sub-recipient will follow their approved cost lines and will obtain written approval for any budget revisions.

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 NDDES approval, will result in grant funds requesting being denied.

6. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200.

7. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

8. 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

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

22

October 4th, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Emergency Services FY 2017 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 in the amount of $79,344.00. There is no requirement for the City of Fargo to match any of the grant funding provided.

Rifle-rated protective helmets were purchased in 2017. Our current inventory of air-purifying respirators do not fit while wearing the rifle-rated protective helmets. This grant is intended to be used to purchase air-purifying respirators for each officer. These new respirators will fit while wearing the helmets, allowing the officers to have simultaneous protection from gun fine and airborne hazards.

Recommended Motion:
Sign the North Dakota Department of Emergency Services Notice of Grant Award. Accept the grant funding in the amount of $79,344 and adjust Police Department's 2018 budget line item as follows:

- *Account # **101-5045-411-74-10** – in the amount of $79,344*

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

Sincerely,

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

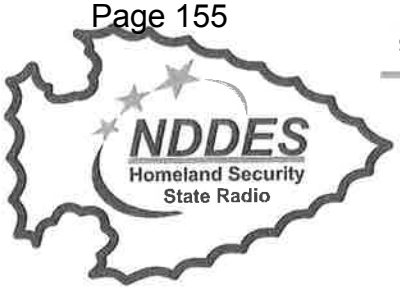
ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

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

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

NON EMERGENCY
Phone: 701-235-4493

www.fargopolice.com



ND Department of Emergency Services

PO Box 5511
Bismarck, ND 58506-5511
Tel: (701) 328-8100
Fax: (701) 328-8181
Email: nddes@nd.gov
Website: www.nd.gov/des

Ensuring a safe and secure homeland for all North Dakotans

September 28, 2017

Fargo Police Department
Mr. Mathew Sanders
222 4th St. N
Fargo, ND 58102

Dear Mr. Sanders:

Congratulations, on behalf of the North Dakota Department of Emergency Services (NDDES) – Division of Homeland Security, your grant application submitted for the FY 2017 State Homeland Security Grant Program has been approved for award in the amount of $79,344.00.

Before you begin your project or expend any of the Federal funds, you must establish acceptance of the award. By accepting this award, you acknowledge that the following documents and software are incorporated into the terms and conditions of your award:

- Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs (https://grants.des.nd.gov/site/HSGP.cfm)
- Notice of Grant Award
- FY 2017 Homeland Security Grant Guidance
- Environmental and Historic Preservation (EHP), if applicable
- DES Grants Software Program

Please make sure you read and understand the terms of the award.

In order to establish acceptance of the award and its terms and conditions complete the following steps **within 10 days** from the date of this letter:

Step 1: Sign page 1 of the Notice of Grant Award
Step 2: Initial page 2 (Special Conditions)
Step 3: Scan pages 1 and 2 of the Notice of Grant Award
Step 4: Upload both documents into the DES Grants software to your project page. (See directions below.)

Once you have uploaded the signed and initialed documents, you may begin the project. Any changes to the project scope or changes to the approved cost line items must be pre-approved by NDDES. Failure to request and receive permission to make changes may result in loss of funds. Requests must be submitted through the online DES Grants software program. If approved, approval will be provided through the NDDES Grants software program.

Federal (2 CFR Part 200.318-200.326) and state procurement laws and regulations must be followed when purchasing goods (equipment) and services (planning, training, or exercises). **Note:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name for contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR Part 200.319). Please see NDDES Fiscal Requirements and

Other Program Rules, Regulations, Laws, and Polices for Federal Programs as well as the Reimbursement Processing Checklist (see web address below for more information and details on the type of documentation you will need to provide to NDDES to show compliance. To aid sub-recipients we have developed the *Quote (Informal) Request Form*. This form is available on the DES Grants GMS website. We highly recommend sub-recipients utilize this form when obtaining quotes.

When requesting reimbursement, you must do so through the online DES Grants software program. Remember to attach the appropriate supporting documentation. Please review the Reimbursement Processing Checklist on our website for information on required documentation. Purchases of $3,500 or more require a minimum of three quotes. Sub-recipients are must purchase from vendor providing the lowest quote. Copies of the quotes must be provided with the reimbursement request.

Finally, 2017 HSGP Project Status Reports are due quarterly, with a final report due with your final reimbursement request. The Quarterly Reports will be done online through the DES Grants software program. Reports are due fifteen (15) days after the end of the reporting period as follows, with your first report due on January 15, 2018. Reports should show a steady progression of the project. If there is no progression during a quarter an explanation as to why the project is not progressing will be required.

- January 15 (October 1 – December 31 activity)
- April 15 (January 1 – March 31 activity)
- July 15 (April 1 – June 30 activity)
- October 15 (July 1 – September 30 activity)

DES Grants Software Program

Existing Users:

1. Login at https://grants.des.nd.gov/
2. On your home page Click on FY 2017 SHSP – takes you to a **red** screen
3. On left hand side, Click on Projects
4. Click on the FY 2017 SHSP project – takes you to a **blue** screen
5. Toward bottom of page, Click on Add Document – following directions on your screen
6. Click Upload to upload the Notice of Grant Award and Special Conditions

New Users:

1. Go to https://grants.des.nd.gov/
2. Click on the **gray** Register button
3. Complete the Register for Access form and Click the **blue** Register button at the bottom
4. Within 24 to 72 hours you will received an email with a password
5. Once you have received the password, Login at https://grants.des.nd.gov/ - the system will ask you to choose your own password
6. Then follow steps 2 through 6 under Existing Users above to Upload your accepted Notice of Grant Award and Special Conditions.

Should you have any questions, please contact myself, Karen Hilfer, or Dave Rice at 701-328-8100.

Sincerely,

Debbie LaCombe

Debbie LaCombe
Grants & Training Chief

North Dakota Department of Emergency Services Division of Homeland Security PO Box 5511 Bismarck, ND 58506-5511 **NOTICE OF GRANT AWARD**	**ND DHS Director:** Greg M. Wilz PO Box 5511 Bismarck, ND 58506-5511 **Recipient Contact Name:** Debbie LaCombe Telephone: 328-8100
Title of Grant Program: FY 17 State Homeland Security Grant Program	
Federal Award Identification Number: EMW-2017-SS-00064	**Federal Award Date:** September 05, 2017
Federal Awarding Agency: U.S. Department of Homeland Security	
CFDA No. 97.067 Homeland Security Grant Program	**Federal Award to NDDES:** $3,752,000.00

Subrecipient Name and Address: Fargo Police Department 222 4th St. N Fargo, ND 58102 **Subrecipient Contact Name:** Mr. Mathew Sanders Telephone: 701-4764096 Subrecipient DUNS Number: 176384915	**Grant Number** 8	**County/Tribe** Cass	**DES Grant Code:** A0497-001-2017-L
	Performance Period From: September 28, 2017		Through: 12/31/2018

Financial Information	**Grant Amount**	**Subrecipient Cost Share**	**Total Project Cost**
Amount of Financial Assistance	$79,344.00		$79,344.00

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. This report form can be found on our website at http://grants.des.nd.gov/app/#home?
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 http://www.nd.gov/des/uploads/resources/880/fiscal-and-program-policy---nddes.pdf.
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	Signature	Date: 9/28/2017
Typed Name and Title of Authorized Representative		**Typed Name and Title of Authorized Representative** Greg M. Wilz Director	

SPECIAL CONDITIONS

1. No Federal funds will be disbursed to the sub-recipient until a signed grant award document as 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 10 days from the date of the award.

3. The sub-recipient will follow their approved cost lines and will obtain written approval for any budget revisions.

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 NDDES approval, will result in grant funds requesting being denied.

6. Sub-recipient is required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200.

7. Sub-recipient must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

8. 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

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

23

October 4th, 2017

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Seat-Belt, Impaired Driving, Distracted Driving Enforcement and Education Activities and Under-aged Drinking Enforcement (CFDA #20.616 and 20.600).

Dear commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting seatbelt, impaired driving, distracted driving, and under-aged drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the police department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The DOT is making a total of $55,000 in grant money available to the Police Department, $20,000 of which is intended for impaired driving enforcement and $7,000 of which is intended for impaired driving media campaigns. Of the remaining grant funding, $11,000 is to be used for seatbelt enforcement, $10,000 for underage drinking enforcement, and $7,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

Recommended Motion:
Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of $55,000 and adjust Police Department's budget line items as follows:

- *Account # **101-5045-411-11-01 – PD11** in the amount of $11,000*
- *Account # **101-5045-411-11-01 – PD12** in the amount of $10,000*
- *Account # **101-5045-411-11-01 – PD31** in the amount of $20,000*
- *Account # **101-5045-411-34-20 – PD31** in the amount of $7,000*
- *Account # **101-5045-411-11-01 – PD37** in the amount of $7,000*

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

Sincerely,

David Todd
Chief of Police

Cc: Kent Costin, Finance Director

North Dakota Department of Transportation

Safety Division

Thomas K. Sorel
Director

Doug Burgum
Governor

September 28, 2017

Fargo Police Department
Attention: Lt. Matt Sanders
222 Fourth Street, North
Fargo, ND 58102

TRAFFIC SAFETY CONTRACT NO. 12171356, FIVE PROJECTS

The contract that has been awarded to the Fargo Police Department is enclosed. Please read the **entire contract, with attachments,** as key information is provided and/or requested. Not fulfilling these requirements may delay processing or lead to a cancellation of the contract.

1. The contract **must** be signed by a person with **contracting authority**.
2. A witness **must** sign to the **left** of the contractor's signature.
3. **Return the ENTIRE ORIGINAL CONTRACT, INCLUDING ALL APPENDICES.**
4. A complete copy of the fully signed contract will be emailed to you.
5. You must review the requirements listed on the enclosed **Risk Management Appendix.**
6. A copy of your current **Certificate of Liability Insurance** information may be required.
   - If your agency is insured through the **North Dakota Insurance Reserve Fund** (state agencies) or is a political subdivision (county/city agencies), do not submit insurance information now; however, you may be asked for confirmation of coverage at a later date.
   - If your agency is not insured through North Dakota Insurance Reserve Fund, your **insurance certificates must name the state as an additional insured and a waiver of subrogation must be provided.**
7. As a contractor, your agency is a sub-recipient of federal funds and therefore subject to the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA).

Key Notes:

- Periodic desk and onsite monitoring by program managers are required.
- Progress reports, if necessary, are required to be submitted prior to reimbursement.
- Per 2 CFR 200, Subpart F, non-federal entities that expend $750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year.

We look forward to the many safety benefits your program will provide to the state of North Dakota. If you have any questions, feel free to contact me by email at lharsche@nd.gov or by phone at 328-2402.

Lory Harsche

LORY HARSCHE – CONTRACT MANAGER

12/lah
Enclosure

NDDOT Contract No. 12171356
Project No. PHSPOP1805-05-06,
PHSPID1810-02-05, PHSPID1810-12-02,
PHSPDD1811-02-04 & PHSPID1810-03-02

North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT

Federal Award and Subrecipient Information

CFDA No.: 20.616 and 20.600	CFDA Title: National Priority Safety Programs and State and Community Highway Safety
Federal Agency Telephone: 720-963-3100 Federal Agency Email: NHTSA.region8@dot.gov	Awarding Federal Agency: National Highway Traffic Safety Administration Federal Agency Contact Information: Gina Espinosa-Salcedo
Award Name: Click It or Ticket FAIN No.: 18X920405BND17	Federal Award Date: 2017 Total Federal Award Amount: $11,000
Award Name: Alcohol Enforcement and Media FAIN No. 18X920405DND17	Federal Award Date: 2017 Total Federal Award Amount: $37,000
Award Name: Distracted Driving FAIN No. 18X9204020ND17	Federal Award Date: 2017 Total Federal Award Amount: $7,000
NDDOT Program Manager (PM): Sandy Wilson NDDOT PM Telephone: 701-328-2899 NDDOT PM Email: swilson@nd.gov	Subrecipient Name: City of Fargo Subrecipient DUNS No.: 070265871 Applicant Agency: Fargo Police Department

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This contract is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Police Department, hereinafter referred to as the Contractor, whose address is 222 Fourth Street, North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

The Contractor shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin October 1, 2017, and shall end September 30, 2018.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed $55,000. Reimbursement of all costs under this contract is contingent on federal participation. Expenses incurred by the Contractor for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Contractor; or the Contractor, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

V.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

VI.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

VII

The Contractor shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VIII.

Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must be reported. Written notification of the source and amount of such income must be made to the NDDOT at the earliest opportunity. A separate account must be maintained for the collection, expenditure, and disposition of program income. Program income generated shall be used to further the objectives of the grant or service or reduce current grant or service costs. Records shall be maintained in accordance with state and federal guidelines.

IX.

The Contractor certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subcontract shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NDDOT or their authorized representative shall have the right of access to any books, documents, papers, or other records of grantees, contractors, or subcontractors which are pertinent to the grant and/or contract, in order to make audits, examinations, excerpts and

transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

The Contractor will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

X.

The Contractor must have a seat belt use policy, a drug and alcohol driving policy, and a distracted driving/texting policy in place before requesting reimbursement for any work completed under this agreement. The NDDOT's Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All contracted personnel are required to wear seat belts and obey traffic laws while on official business of this project.

XI.

Termination:

a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:

   i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

   ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

   Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:

   i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms,

and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

XII.

The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

XIII.

The Contractor agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. The Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this agreement.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Contractor shall submit copies of audits covering the term of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

XIV.

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

XV.

The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

XVI.

The Contractor is advised that his or her signature on this contract certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

XVII.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVIII.

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

XIX.

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

XX.

All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

XXI.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

XXII.

All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres.,** or **other authorized Corp. Officer**. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Karin Mongeon

SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

Karin Mongeon

SIGNATURE

9-27-17

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 8-17

NDDOT
North Dakota
Department of Transportation

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09

APPENDIX A

AGREEMENT FOR PARTICIPATION
IN THE NORTH DAKOTA
HIGHWAY SAFETY PLAN

APPENDIX A CONTENTS

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BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Safety Division receives federal funds through the National Highway Traffic Safety Administration (NHTSA). Funding is provided to local entities to assist the NDDOT to achieve the traffic safety goals identified in the annual Highway Safety Plan.

- Decrease the number of people killed in motor vehicle crashes.
- Decrease the number of alcohol- and drug-related motor vehicle fatalities.
- Decrease the number of speed-related fatalities.
- Decrease the number of crashes and fatalities as a result of distracted driving.
- Increase seat belt use and decrease the severity of injuries sustained in motor vehicle crashes.

Note: *Refer to the Fiscal Year 2018 North Dakota Highway Safety Plan for actual performance goals based on five-year average trend data.*

The purpose of this contract is to provide funding to the ***Fargo Police Department*** (hereinafter referred to as Contractor) to:

- Participate in statewide occupant protection (OP) enforcement programs (see page 2 for program requirements)

- Participate in statewide impaired driving (ID) enforcement programs, including sobriety checkpoints and saturation patrols (see page 3 for program requirements).

- Participate in statewide underage drinking (UA) enforcement programs (see page 4 for program requirements)

- Participate in statewide distracted driving (DD) enforcement program (see page 6 for program requirements)

- Develop and place media ads for the enhancement of impaired driving campaigns (see page 7 for program requirements.

OCCUPANT PROTECTION (OP) ENFORCEMENT

PROJECT NO. PHSPOP1805-05-06

SCOPE OF WORK

The *Click It or Ticket* (*CIOT)* enforcement campaign exists to increase OP use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The Contractor is encouraged to use speed as a trigger violation to stop vehicles for seat belt and child passenger safety seat compliance.

The Contractor may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The Contractor may not work outside the scheduled efforts.

During each enforcement period, the Contractor must:

- Conduct a minimum of two shifts per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.

- Issue Citations – ***not warnings*** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.

- Ensure that all officers working the overtime grant funding for OP have completed the Traffic Occupant Protection Strategies (TOPS) training. The Contractor must be able to provide verification of completed training upon request for each officer who is conducting overtime enforcement through the grant.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *Officers must report the: (1) number of enforcement hours, (2) dates and times*

of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts made.

- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

IMPAIRED DRIVING (ID) ENFORCEMENT

PROJECT NO. PHSPID1810-02-05

SCOPE OF WORK

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter ID through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The Contractor is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each enforcement period of the contract period, the Contractor must:

- Conduct a minimum of 2 four-hour shifts per enforcement period, with the exception of the National Labor Day *Drive Sober or Get Pulled Over* campaign.

- Conduct a minimum of 4 four-hour shifts during the National Labor Day *Drive Sober or Get Pulled Over* campaign, August 17 – September 3, 2018.

- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every five years. The Contractor must be able to provide verification of completed training upon request for each officer who is conducting overtime enforcement through the grant.

- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the Contractor's jurisdiction. Data indicates this would typically be at night on weekends and holidays or during special community functions. Some jurisdictions may have varying times based on demographics (e.g., college communities).

- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Safety Division will coordinate with the Contractor to determine these locations based on ND crash data.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *Officers must report the: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts made.*

- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT

PROJECT NO. PHSPID1810-12-02

SCOPE OF WORK

The UA Laws enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including youth traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). ***These funds may not be used for food or refreshment.***

The Contractor is required to work the scheduled UA enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

Activities under this program may include Saturation and Non-Saturation events.

Qualifying Saturation Events Include:

The following types of enforcement activities will be reported as a saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Party Patrol** – Party Prevention Patrols consist of officers patrolling communities and rural locations at times when youth activities may be a catalyst for UA parties to occur. This may be youth activities such as prom, homecoming, graduation, school activities, etc.

- **Bar Patrols** — Bar Patrols consist of utilizing officers to patrol on-site liquor establishments (bars, restaurants, clubs, etc.) to ensure that underage youth are not being served by the establishment. This operation may consist of officers checking identifications of patrons to verify legal age has been attained. In order for law enforcement officers to maintain a good working relationship with the businesses, certain protocol for such operations must be followed.

- **Special Events Management/Task Force Operations** — This purpose area consists of the implementation of procedures to address UA at large scale events. These events may be concerts, sporting events, holiday activities such as Mardi Gras or Fourth of July festivities, or other events that bring an influx of people into a local jurisdiction. The operations focus on limiting the time of the function, designating areas for consumption of alcohol, and training vendors on the laws concerning alcohol consumption. Enforcement techniques to spot underage drinkers and transactions are also utilized. Emphasis may be placed on developing multi-jurisdictional task forces to deal with these events since they generally draw attendees from several regions and the local law enforcement agencies are often not equipped to handle the increased population.

Qualifying Non-Saturation Events include:

The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premise sites (bars, restaurants, clubs, etc.) and off-premise businesses (convenience stores, grocery stores, gas stations, etc.).

- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.

- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.

- **Controlled Party Dispersal** —Controlled Party Dispersal goes hand in hand with Party Prevention Patrols. If the patrol encounters an UA party, the officers call for backup and then use proper party dispersal protocol as set out by the Pacific Institute for Research and Evaluation (PIRE) document *A Practical Guide to Preventing and Dispersing Underage Drinking Parties*. http://www.pire.org/documents/UDETC/operational-guides/PreventingUADParties.pdf

During each enforcement period of the contract, the Contractor must:

- Conduct a minimum of two shifts per UA enforcement period.

- Determine the best enforcement strategy (e.g., saturation patrols, bar patrols, or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within

the Contractor's jurisdiction.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *Officers must report the: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts made.*

- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the enforcement period.

DISTRACTED DRIVING (DD) ENFORCEMENT

PROJECT NO. PHSPDD1811-02-04

SCOPE OF WORK

The DD enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease incidents caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve high visibility within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

The Contractor is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The Contractor may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the Contractor can justify the purpose of additional enforcement. The Contractor must notify the Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each enforcement period, the Contractor must:

- Conduct a minimum of two shifts per DD enforcement period.

- Determine the best enforcement strategy that will efficiently use available resources and conduct high visibility enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.

- Issue Citations – ***not warnings*** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the DD message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.

- Coordinate with the Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet by the date indicated in the schedule, "Enforcement Log Due Date." *Officers must report the: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts made.*

- Coordinators must submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement within the region to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the enforcement period.

MEDIA

PROJECT NO. PHSPID1810-03-02

SCOPE OF WORK

The Contractor will be responsible for the development and placement of media ads for the enhancement of impaired driving campaigns to specifically target the city of Fargo population. The Contractor must:

- Receive approval from the Safety Division before placement/distribution of any media materials using NDDOT funds.

- Meet closed captioning requirements for any ads developed for television.

The Contractor will track and report frequency and coverage of media message.

Reporting

A detailed progress report and voucher will be submitted to the Safety Division within 45 days after the end of the month in which expenses occurred. A voucher format will be provided by the Safety Division. The progress report must include:

1. The timeline of the project.

2. The total amount of funds spent on the project.

3. An outline of what portion of the project the DOT funds were attributed to.

The Contractor must maintain copies of the media placement affidavits on file.

REPORTING AND AUDIT REPORTING / ALL PROJECTS

Reporting

The Contractor must submit the enforcement logs and reimbursement voucher(s) to the Safety Division per the schedule referenced in the previous OP, ID, UA, and DD enforcement sections. Late reports may result in a delay in processing or a reduction in payment.

The Contractor must retain for a minimum of three years, copies of timesheets and agency work schedules and any other supporting documentation.

An enforcement contact is defined as one traffic stop and may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under contract with NDDOT.

Because the OP, ID, UA, and DD enforcement programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the Contractor is unable to fulfill any portion of the contractual scope of work, they must contact the Safety Division immediately.

Audit Reporting

A non-federal entity that expends $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200, Subpart F. A financial audit is sufficient if the non-federal entity expends less than $750,000.

NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS / ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the NDDOT's Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on federal grant requirements, NDDOT may revise the enforcement dates shown in Attachment 1. The Contractor will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This contract will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate (53.5 cents per mile).

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed. Please note: only equipment that has been received by June 30 is affected by this due date.

The final reports/vouchers for all projects are due no later than November 14, 2018. ***Vouchers received after November 14, 2018, will not be reimbursed.***

Other Requirements

The Contractor is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The Contractor shall not use the funds for supplanting. *Funds for programs and services provided through this grant are intended to supplement,* ***not supplant****, other state or local funding sources.* Supplanting is defined as replacing routine and/or existing state or local expenditures with the use of federal grant funds and/or using federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of state, local, or federally-recognized Indian tribal governments.

Written and verbal warnings are not encouraged under any of the grant programs.

The Contractor is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Safety Division will monitor enforcement activities in TraCS. Those using e-citations in another program may be required to submit copies of citations to the Safety Division. Those issuing paper citations will be required to submit a copy of each citation upon request.

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. PHSPOP1805-05-06, CFDA 20.616

DIRECT COSTS		
Overtime wages		$11,000
Mileage		$ 0
PROJECT TOTAL		$11,000
Participation		
Federal	100%	$11,000
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. PHSPID1810-02-05, CFDA 20.616

DIRECT COSTS		
Overtime wages		$20,000
Mileage		$ 0
PROJECT TOTAL		$20,000
Participation		
Federal	100%	$20,000
State	-	
Local	-	

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT BUDGET

PROJECT NO. PHSPID1810-12-02, CFDA 20.616

DIRECT COSTS		
Overtime wages		$10,000
Mileage		$ 0
PROJECT TOTAL		$10,000
Participation		
Federal	100%	$10,000
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. PHSPDD1811-02-04, CFDA 20.600

DIRECT COSTS		
Overtime wages		$7,000
Mileage		$ 0
PROJECT TOTAL		$7,000
Participation		
Federal	100%	$7,000
State	-	
Local	-	

APPENDIX A

MEDIA BUDGET

PROJECT NO. PHSPID1810-03-02, CFDA 20.616

DIRECT COSTS		
Media		$7,000
PROJECT TOTAL		$7,000
Participation		
Federal	100%	$7,000
State	-	
Local	-	

ATTACHMENT 1

OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – Dec. 15, 2017	12/20/2017	01/17/2018
May 21 – June 3, 2018	06/07/2018	07/11/2018
July 1 – August 12, 2018	08/16/2018	09/30/2018

* May 21 – June 3, 2018, is the National Click or Ticket It Campaign. *(CIOT)**

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Contractor may not work any other dates for the occupant protection campaign.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
Dec. 16, 2017 – January 31, 2018	02/06/2018	03/13/2018
March 1 – 31, 2018	04/05/2018	05/17/2018
August 17 – Sept. 3, 2018 *DSOGPO*	09/06/2018	10/31/2018

* August 17 - September 3, 2018 is the National Drive Sober or Get Pulled Over Campaign. *DSOGPO* requires a minimum of 4 four-hour shifts to be worked.

A minimum of 2 four-hour shifts are required during the other ID enforcement periods.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

UNDERAGE DRINKING (UA) LAWS ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
October 13 – 31, 2017	11/06/2017	12/13/2017
April 1 – 30, 2018	05/04/2018	06/13/2018
May 1 – 20, 2018	05/24/2018	06/25/2018

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Underage drinking activities include: saturation patrols, compliance checks, server training, and other non-saturation enforcement activities.

Please refer to the Contract for full Scope of Work.

ATTACHMENT 1

DISTRACTED DRIVING (DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
April 1 – 30, 2018	05/04/2018	06/13/2018
September 1 – 30, 2018	10/04/2018	10/31/2018

Participating agencies are required to conduct a minimum of 2 shifts per enforcement period.

Please refer to the Contract for full Scope of Work.

GENERAL TERMS, CONDITIONS, CERTIFICATIONS AND ASSURANCES

Federal Funding Accountability and Transparency Act (FFATA)

The Contractor will report for each **subgrant** awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:

  (i) the entity in the preceding fiscal year received:
  (I) 80 percent or more of its annual gross revenues in Federal awards;
  (II) $25,000,000 or more in annual gross revenues from Federal awards; and

  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by Office of Management and Budget guidance.

Non-Discrimination

The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR Part 21;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);

- The Civil Rights Restoration Act of 1987 (Pub.L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients, and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR Parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The Contractor:

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Nondiscrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulations governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Nondiscrimination Authorities and this Assurance;

- Insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal nondiscrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT, or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or subagreement that receives Federal funds under this program.

Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The Contractor will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
   1. The dangers of drug abuse in the workplace.
   2. The grantee's policy of maintaining a drug-free workplace.
   3. Any available drug counseling, rehabilitation, and employee assistance programs.
   4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
   5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
   1. Abide by the terms of the statement.

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(2) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(2), with respect to any employee who is so convicted:
   1. Taking appropriate personnel action against such an employee, up to and including termination.
   2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act)

The Contractor will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Lobbying Restrictions

Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subaward at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Debarment and Suspension

Instructions for Primary Certification

1. By signing the traffic safety contract, the Contractor is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this contract is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this contract is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by signing the traffic safety contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

7. The prospective primary participant further agrees by signing the traffic safety contract that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul, or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Covered Transactions</u>

1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
   b. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to the traffic safety contract.

Instructions for Lower Tier Certification

1. By signing the traffic safety contract, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by signing the traffic safety contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by signing the traffic safety contract that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant

may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by signing the traffic safety contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to the traffic safety contract.

Buy America Act

The Contractor will comply with the provisions of the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

Policy on Seat Belt Use

Pursuant to Paragraph X of the traffic safety contract, Contractors must have a seat belt use policy in place. By Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, Contractors are encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

Policy on Banning Text Messaging While Driving

Pursuant to Paragraph X of the traffic safety contract, Contractors must have a distracted driving policy in place. By Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Contractors are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, or government-owned, leased or rented vehicles; or privately-owned vehicles when on official Government business or when performing any work on behalf of the Government.

Contractors are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

REPORT OF ACTION

UTILITY COMMITTEE

(24)

Project No. N/A

Type: Engineering Services Request for Proposals

Location: Enterprise Utility Departments

Date of Hearing: 9/28/2017

Routing	Date
City Commission	10/9/2017
Project File	

The Utility Committee discussed the status of the current Engineering Service Agreements for the Water, Wastewater and Solid Waste Utilities. The current agreements provide outside professional engineering support on an as needed basis and will expire on December 31, 2017. The consulting firms were previously selected through a formal RFP process in 2010, which was based on a scoring system that included prior experience, qualifications of personnel and cost of services. Currently the three Utilities have Agreements with the following engineering firms:

Water Utility	**Wastewater Utility**	**Solid Waste Utility**
AE2S/Black & Veatch	Apex Engineering Group	Wenck Associates
Houston Engineering	AE2S/Black & Veatch	

These agreements were extended for a three year window from 2014-2016 as well as a one year extension in 2016. The Utility Committee suggested that the Enterprise Utilities proceed with a new Request for Proposal to be advertised at this time, followed by a formal interview process if needed.

The General Engineering Services Agreements are open ended agreements in which the scope and fee are negotiated and issued on an as needed basis. These Task Orders are subject to the following approval structure:

Scope and Fee Amount	**Approval Requirements**
$0-$15,000	Director
$15,001-$200,000	Director and Utility Committee
$200,001- Above	Director, Utility Committee and Commission

MOTION:

On a motion by Ben Dow seconded by Troy Hall, the Utility Committee voted to solicit proposals for Water, Wastewater and Solid Waste General Engineering Services for a three-year window (2018 thru 2020).

COMMITTEE:	Present Yes	No	Unanimous X
			X
			Proxy
Anthony Gehrig, City Commissioner	X		
Mark Bittner, Director of Engineering	X		
Kent Costin, Director of Finance			
Brian Ward, Water Plant Superintendent	X		
Don Tucker, Wastewater Plant Supt.	X		
Bruce Grubb, City Administrator	X		
Scott Liudahl, City Forester			
Terry Ludlum, Solid Waste Utility Director	X		
Jim Hausauer, Wastewater Utility Director	X		
Troy Hall, Water Utility Director	X		
Ben Dow, Public Works Operations Director	X		

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

REQUEST FOR PROPOSALS (RFP)
For
GENERAL ENGINEERING SERVICES
CITY OF FARGO MUNICIPAL WASTEWATER UTILITY

The City of Fargo, North Dakota, is seeking proposals from qualified firms for providing consulting engineering services related to its municipal wastewater utility facilities and functions. The present facilities consist of a 17.5 million gallons per day (MGD) trickling filter treatment plant (daily average flow, domestic strength), 67 sanitary lift stations and two chemical injection stations (odor and corrosion control). The peak hydraulic capacity of the treatment plant is 26 MGD. General features of the treatment process include headworks and grit removal, primary clarifiers, biological trickling filters, intermediate clarifiers, nitrification filters, final clarifier, chlorination and dechlorination. Solids processing includes anaerobic sludge, digestion and sludge drying facilities utilizing belt filter presses and sludge drying beds. The municipal wastewater utility also owns and operates an Effluent Reuse Facility, which further treats secondary effluent to reverse osmosis quality water. Planning and design experience related to the collection and treatment of municipal wastewater is required. The successful firm(s) will consult with City representatives on future wastewater treatment and collection system issues as deemed necessary.

Qualified firms interested in responding to the RFP are required to do so by 3:00 PM on Friday, November 10, 2017. Proposals should be submitted to the Wastewater Treatment Plant, 3400 North Broadway, Fargo, North Dakota 58102.

Copies of the RFP are available at the Wastewater Treatment Facility, 3400 North Broadway Fargo, North Dakota 58102 or by calling (701) 241-1454.

REQUEST FOR PROPOSALS (RFP)

For

GENERAL ENGINEERING SERVICES

CITY OF FARGO MUNICIPAL SOLID WASTE (MSW) LANDFILL

The City of Fargo, North Dakota, is requesting proposals from qualified firms for providing consulting engineering services related to its MSW Landfill. Prior experience dealing with RCRA Subtitle D landfills in the State of North Dakota permitted to accept in excess of 750 tons per day is preferred. The current landfill facilities include an active (new) landfill, a previously inactive (old) landfill being reclaimed, a land treatment area, a municipal yard waste composting site, a wood waste processing area, and a household hazardous waste building. General features of the active (new) landfill include: weigh scales, waste baling and transfer building, MSW disposal cells, proposed inert waste disposal cells, leachate collection system and pump stations, gas collection system, gas compressor station, and multiple renewable energy components. The successful firm(s) will consult with City representatives on future MSW Landfill issues and renewable energy projects as deemed necessary.

Qualified firms interested in responding to the RFP are required to do so by 3:00 PM on Friday, November 10, 2017. Proposal should be submitted to the City of Fargo Division of Solid Waste at 2301 8th Avenue North, Fargo, North Dakota 58102.

Copies of the RFP are available at the Solid Waste Office, or by calling (701) 241-1552.

REQUEST FOR PROPOSALS (RFP)
For
GENERAL ENGINEERING SERVICES
CITY OF FARGO MUNICIPAL WATER UTILITY

The City of Fargo, North Dakota, is seeking proposals from qualified firms for providing consulting engineering services related to its municipal water utility facilities and functions. The present facilities consist of a 30 million gallon per day (MGD) conventional surface water treatment plant, eleven (11) elevated water storage tanks, two (2) ground storage reservoirs, and two booster pump station facilities that deliver drinking water to the City of West Fargo. At the present time, a 15 MGD membrane expansion of the water treatment plant is under construction and scheduled for operational completion in 2018. General features of the conventional treatment process include: Raw water intake and pump station, pretreatment, two-stage lime softening, ozone disinfection, dual media filtration, high service pump station, sludge dewatering, and instrumentation and controls/supervisory control and data acquisition (SCADA) system. General features of the membrane treatment expansion include pretreatment, membrane filtration, reverse osmosis, and bypass treatment with ozone. Planning and design experience related to raw water supply planning and the treatment and distribution of safe drinking water is required. The successful firm(s) will consult with City representatives on future water supply, treatment and distribution issues as deemed necessary.

Qualified firms interested in responding to the RFP are required to do so by 3:00 PM on Friday, November 10, 2017. Proposals should be submitted to the Water Treatment Plant, 435 14th Avenue South, Fargo, North Dakota 58103.

Copies of the RFP are available at the Water Treatment Facility, 435 14th Avenue South, Fargo, North Dakota 58103 or by calling (701) 241-1469.

Fargo OF

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

25

October 3, 2017

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

Dear Commissioners:

The North Dakota Department of Transportation (ND DOT) has awarded $426,711 in State Aid to the City of Fargo for the period July 1, 2017 – June 30, 2018.

The requested motion is to approve the attached ND DOT State Aid contract number 38171310.

Sincerely,

Julie Bommelman

Julie Bommelman
Transit Director
City of Fargo

/attachment

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, City of Fargo, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

Timothy J. Mahoney, Mayor
_____ Name and Title of Contractor's Authorized Official

_____ Date

NDDOT Contract No. 38171310

North Dakota Department of Transportation
STATE AID FOR PUBLIC TRANSIT AGREEMENT

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd St N, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

I.

For the period of July 1, 2017, through June 30, 2018, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

II.

Costs. NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed $426,711, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5th) business day following the termination date of this agreement.

III.

Purchase and Disposal of Project Equipment. The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

IV.

Assignments. The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

V.

Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities

to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

VI.

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

VII.

Records and Reports. The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

VIII.

Audit. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

IX.

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

X.

Equipment Use. The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

XI.

Insurance. The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

XII.

Termination. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

XIII.

Nondiscrimination – Compliance with Laws. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

XIV.

Risk Management. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

Steve Sprague, City Auditor
NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

Mayor, City of Fargo
TITLE

DATE

APPROVED as to substance by:

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 3338 (Div. 38)
L.D. Approved 5-3-90; 8-15

Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: State – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$250,000 per person** and **$500,000 per occurrence**. The minimum limits of liability required of the State are **$250,000 per person** and **$1,000,000 per occurrence**.
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, their agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are $250,000 per person and $1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual,* section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09

(26)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District: BR-17-L1

Type: Road Use Agreement

Location: 625 2nd Avenue North

Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a Road Use Agreement presented by Division Engineer, Brenda Derrig, for 625 2nd Avenue North. In the last weekly meetings with Kilbourne Group, they requested to use the following right of way adjacent to the property:

- North sidewalk, parking lane, and bike lane on 2nd Avenue North.
- East sidewalk and parking lane on Roberts.

Engineering staff worked with Assistant City Attorney, Nancy Morris, to assemble a road use agreement. This agreement will require inspection with City staff prior to encroachment since it is in the above project area. Maintenance and repair of any deficiencies after the encroachment are also incorporated into the agreement.

Staff is recommending approval.

On a motion by Ben Dow, seconded by Jim Gilmour, the Committee voted to recommend approval of the Road Use Agreement with KCM, Kilbourne Construction Management, and DFI Roberts LLC for 625 2nd Avenue North.

RECOMMENDED MOTION

Concur with Committee's recommendation and approve the Road Use Agreement with KCM, Kilbourne Construction Management, and DFI Roberts LLC for 625 2nd Avenue North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erikson
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

B. E. D.

Brenda E. Derrig, P.E.
Division Engineer

ROAD USE AGREEMENT

THIS AGREEMENT, made and entered by and between the city of Fargo, a municipal corporation (hereinafter referred to as "City"), KCM, Kilbourne Construction Management (hereafter referred to as "Contractor"), and DFI Roberts LLC, Fargo (hereinafter referred to as "DFI").

WHEREAS, DFI Roberts LLC is engaged in the construction of the Roberts Common complex surrounding the parking ramp at 625 2nd Ave North, Fargo, ND;

WHEREAS, due to the location of the construction and the need for construction activity, Contractor sought City permission to occupy the north side parking lane and sidewalk, and the west bound bike lane on 2nd Avenue and the east sidewalk and parking lane on Roberts;

WHEREAS, DFI Roberts LLC is the Owner of the property adjacent to the proposed road and right- of-way use, and desires to facilitate Contractor's work by participating in this agreement;

WHEREAS, Contractor and DFI Roberts LLC agree to be jointly and severally responsible for the use granted by this agreement;

WHEREAS, DFI Roberts LLC desires to temporarily encroach on a portion of City right-of-way for purposes of construction;

WHEREAS, the City Public Works Project Evaluation Committee ("PWPEC") evaluated Contractor's request to temporarily encroach as noted above. PWPEC recommended approval on October 2, 2017, a copy of the Report of Action ("ROA") attached hereto as Exhibit "A"; and

WHEREAS, based on the recommendation of Public Works Project Evaluation Committee, City is willing to grant Contractor and DFI Roberts LLC's request, subject to certain

limitations and conditions.

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

1. Contractor and DFI Roberts LLC are hereby granted the right to encroach and use a portion of the City right of way, said encroachment more particularly described and indicated in Exhibit "B" attached hereto.

2. Contractor and DFI Roberts LLC may utilize said portion of the City right-of-way by closing the sidewalk, parking lane, and bike lane for a period of 3 months from the date of this agreement. Any request for extension must be made adequately in advance to allow for consideration by the city and the City Commission prior to expiration of this agreement.

3. Contractor and DFI Roberts LLC will, during any use of City public right of way, use due care to protect City streets, utilities and all other public property and private utilities occupying the public right of way.

4. DFI Roberts LLC shall be permitted to close the north side sidewalk and parking lane and the west bound bike lane on 2nd Avenue and the east sidewalk and parking lane on Roberts adjacent to the property. DFI and Contractor shall take all necessary steps to minimize disruption to pedestrian travel in accordance with MUTCD Standards and Specifications.

5. Contractor and DFI Roberts LLC shall clean the encroachment area and complete a walkthrough of the site with City Staff prior to encroaching to record any deficiencies. Encroachment on 2nd Avenue shall be allowed first. No encroachment on Roberts will be allowed until the City Contractor has completed their work and a walkthrough has been completed.

6. Contractor and DFI Roberts shall provide supplemental main line snow removal, and shall be required to haul or remove snow from the affected area at the direction of the Director

of Public Works or City Engineer of City.

7. Contractor and DFI will be jointly and severally responsible for the repair or replacement of the condition of the City right-of-way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right-of-way as permitted in this agreement. Pavement assessment decline due to the extraordinary use of the encroachment area, as determined in the sole discretion of the City Engineer at the time the encroachment area is restored to its prior use, shall be remedied at Contractor and DFI's sole cost.

8. At City direction, Contractor and DFI Roberts LLC must remedy any unsafe or unsatisfactory condition due to the use of the right of way. If concerns persist, and no remedy can be agreed upon, City may require Contractor and DFI Roberts LLC to vacate the right of way use permitted herein and return the roadway to its pre-existing condition, including striping, except as otherwise provided herein.

9. Contractor and DFI Roberts LLC will be jointly and severally responsible for the repair or replacement of the condition of the City right of way and any public property which may be damaged or destroyed as a direct or indirect result of the use of the City right of way as permitted in this agreement. Upon removal of the encroachment a final walkthrough will be completed with all three parties and all deficiencies that are a result of the encroachment shall be remedied at Contractor and DFI Roberts LLC sole cost.

10. Contractor and DFI Roberts LLC accept all maintenance responsibility for the street, curb, and all other City infrastructure which may be impacted by this agreement.

11. At its discretion, the City may terminate this agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City.

12. Contractor and DFI Roberts LLC agree to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the use of the public right of way. DFI and Contractor agree to provide to the City a certificate of insurance indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

13. This agreement is personal to Contractor and DFI Roberts LLC and cannot be sold, transferred or otherwise assigned.

14. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

IN WITNESS WHEREOF, the parties to this agreement have set their hands on the day and year first above written.

DFI Roberts LLC, FARGO

By: _____

Its: Vice President

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

On this 4 day of Oct, 2015 before me, a notary public in and for said county and state, personally appeared Bill Rothman to me known to be the Vice President of **DFI Roberts LLC, FARGO**, the entity described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public
Cass County, North Dakota

(SEAL) LORI WHITNEY
Notary Public
State of North Dakota
My Commission Expires Feb. 11, 2021

KCM, Kilbourne Construction Management

By: _____
Its: VP

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

On this 4 day of October, 2017, before me, a notary public in and for said county and state, personally appeared Michael Orth to me known to be the Construction Mgr of KCM, **Kilbourne Construction Management** the entity described in and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.

Notary Public
Cass County, North Dakota

(SEAL)

LORI WHITNEY
Notary Public
State of North Dakota
My Commission Expires Feb. 11, 2021

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

_____
Timothy J. Mahoney, Mayor

ATTEST:

_____

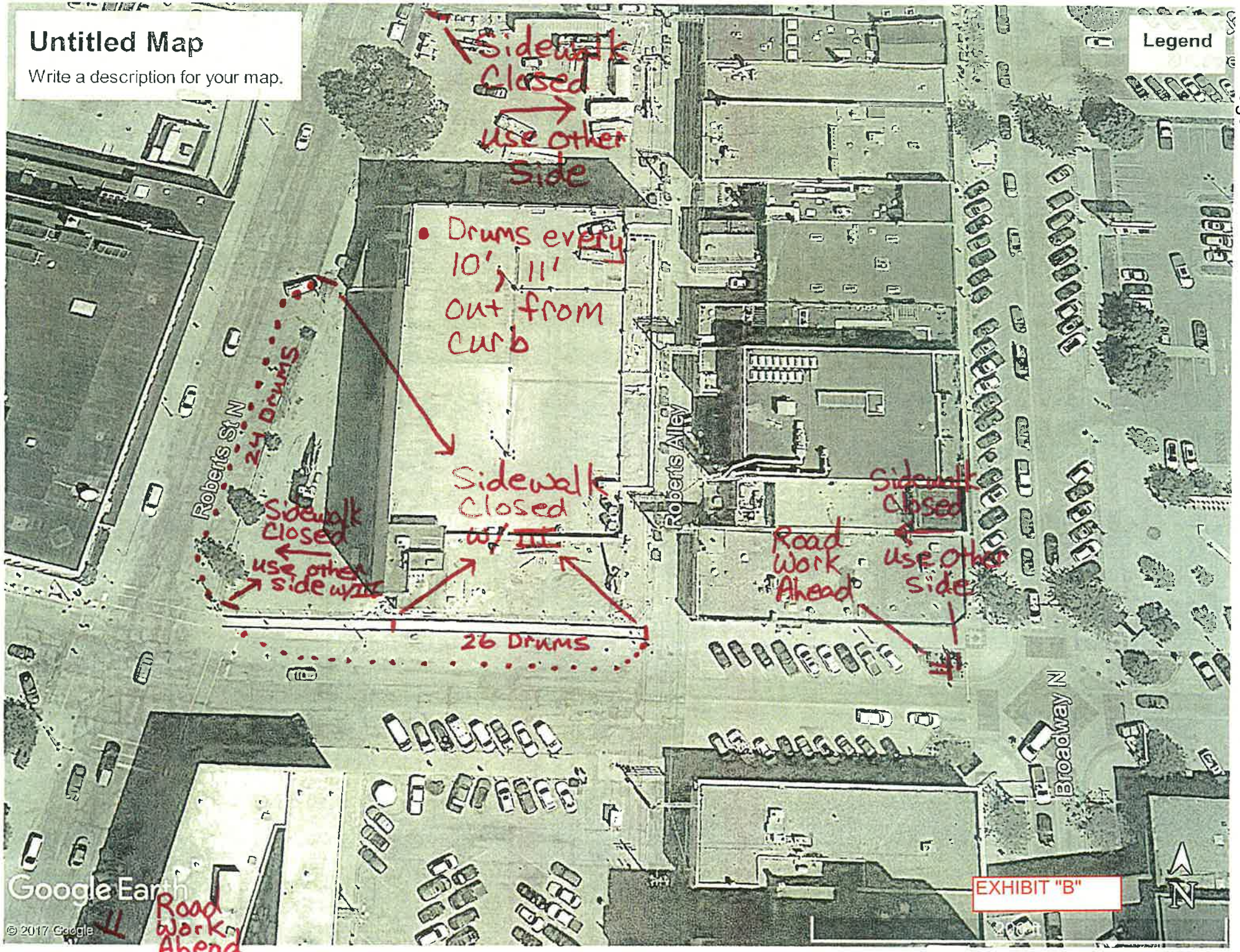
Steven Sprague, City Auditor

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

On this ____ day of _____, 2015, before me, a notary public in and for said county and state, personally appeared **TIMOTHY J. MAHONEY** and **STEVEN SPRAGUE**, to me known to be the Mayor and City Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)


Untitled Map
Write a description for your map.
Legend
Sidewalk Closed
use other Side
Drums every 10', 11' out from curb
Roberts St N
24 Drums
Sidewalk Closed
use other side w/ IIC
Sidewalk Closed w/ IIC
Roberts Alley
Sidewalk Closed
Road Work Ahead
use other side
26 Drums
Broadway N
Road Work Ahead
EXHIBIT "B"
N
Google Earth
© 2017 Google

COVER SHEET
CITY OF FARGO PROJECTS

27

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Project as it will appear in the Contract:

Water Service Lowering & Incidentals

Project No. UR-17-C

Call For Bids	October 9	, 2017
Advertise Dates	October 16 & 23	, 2017
Bid Opening Date	November 15	, 2017
Substantial Completion Date	July 27	, 2018
Final Completion Date	August 10	, 2018

N/A PWPEC Report (Attach Copy) **(Part of 2017 C.I.P.)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Kristy Schmidt

Phone No. 241-1571

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

WATER SERVICE LOWERING
& INCIDENTALS

PROJECT NO. UR-17-C

Nature & Scope

This project is for the lowering of specified water services that are shallow and prone to freezing. The list of such services has been prioritized and the following addresses have been selected for this project.

438 23rd Street South
1629 5th Avenue South
1625 5th Avenue South
1525 9th Avenue South
1517 9th Avenue South
1338 16th Street South
1426 16th Street South
1525 14th Street South
1301 5th Street South
1303 5th Street South
1406 5th Street South
440 14th Avenue South
1504 5th Street South
1510 5th Street South
1829 16½ Street South

Purpose

Replacing these water services to a minimum depth of 7.5' will help reduce future risk of freezing within the City right-of-way.

Feasibility

The estimated construction cost is $192,865. The actual number of services to be included in the contract will be determined based on bid prices. The project will be funded by Water Main Replacement Funds (501) as follows:

Estimated Construction Cost:	$192,865.00
Plus 6% Engineering Fees:	$ 11,571.90
Plus 3% Legal/Miscellaneous Fees:	$ 5,785.95
Plus 4% Interest:	$ 7,714.60
Total Estimated Cost:	**$217,937.45**

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 9/28/17
NORTH DAKOTA

Thomas Knakmuhs, P.E.
Division Engineer

September, 2017

CITY OF Fargo

(28)

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

October 4, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. TR-17-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, October 4, 2017, for Fiber Optic Cable Installation & Incidentals, Project No. TR-17-B1, located Citywide.

The bids were as follows:

Ernst Trenching, Inc.	$262,410.00
Master Construction Co., Inc.	$266,550.00
MVM Contracting, Inc.	$273,620.00
Fargo Electric Construction, Inc.	$299,140.00
Moorhead Electric	$300,580.00
Engineer's Estimate	$271,600.00

The special assessment escrow is not required.

This office recommends award of the contract to Ernst Trenching, Inc. in the amount of $262,410.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Division Engineer

TAK/jmg

CITY OF Fargo

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TR-17-B1

Fiber Optic Cable Installation & Incidentals

Citywide

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Fiber Optic Cable Installation & Incidentals Project # TR-17-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Traffic Signals					
1	F&I Pull Box PVC	EA	6.00	950.00	5,700.00
2	F&I Pull Box Polymer Conc	EA	2.00	2,900.00	5,800.00
3	F&I Conduit 2" Dia	LF	4,800.00	12.60	60,480.00
4	F&I Fiber Optic Cable	LF	13,500.00	2.90	39,150.00
5	F&I Fiber Optic Terminations & Equip	LS	1.00	73,880.00	73,880.00
6	F&I Fiber/Ethernet Switch	EA	60.00	1,290.00	77,400.00
				Traffic Signals Total	262,410.00
				Total Construction in $	**262,410.00**
			Engineering	6.00 %	15,744.60
			Legal & Misc	3.00 %	7,872.30
			Contingencies	10.00 %	26,241.00
			Interest	4.00 %	10,496.40
				Total Estimated Costs	**322,764.30**
				Sales Tax Funds - Infrastructure - 420	288,708.30
				Traffic Engineering Funds - 101	34,056.00
				Unfunded Costs	**0.00**

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

Date: 10/04/2017

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 10/4/17
NORTH DAKOTA

CITY OF Fargo

31a-e

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

October 4, 2017

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Authorization to Work Sundays

Our construction season is quickly coming to an end and many contractors have requested authorization to work on Sundays, as needed, in order to meet deadlines and complete projects prior to winter.

The following contractors have requested authorization:

Prime Contractor	**Project/Improvement District**
Master Construction	BN-17-A1 (19th Ave N – 57th St N to 45th St N)
Master Construction	BN-17-B1 (19th Ave N – 45th St N to I-29)
Master Construction	BR-17-C1 (Main Ave and 4th St S – 2nd St S to Main Ave)
Master Construction	BR-17-F1 (4th Ave N – Broadway to 3rd St N)
Shermans	BR-17-G1 (7th St S – 1st Ave S to 5th Ave S)
Excavating Inc.	FM-14-63 (Prairie Rose and Mistwood)
Excavating Inc.	FM-15-B2 (Rose Creek)
ICS	FM-15-J1 (Belmont LS)
Opp Construction	PR-17-F1 (25th St S and 13th Ave S)

Recommended Motion:
Authorize contractors to work Sundays, contingent upon Engineer approval, for the above listed projects.

Sincerely,

Tom Knakmuhs, P.E.
Division Engineer

TAK/klo

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Time Extension

Location: 19th Ave N from 45th St to 57th St Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension requested by Master Construction.

The Contractor has requested a 28-day time extension due to a delay of project award. Access to the project site has also caused delays as the right to enter the project site was not granted until August 14, 2017.

Staff is recommending approval of the time extension as shown below:

	Interim 1A – Underground Installation	**Interim 1B –** Paving	**Interim 2B –** Paving	**Substantial**	**Final**
Original Contract	10/15/17	10/15/17	7/29/18	7/1/18	8/15/18
Revised This Memo	11/15/17	7/29/18	7/29/18	7/29/18	9/12/18

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the time extension as shown above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax Funds & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Liaison JTL

Date: 9/20/2017

Re: Improvement District #BN-17-A1– Time Extension

I concur with KLJ's recommendation for a time extension for Improvement District No. BN-17-A1 as requested by Master Construction Inc. Please see attached documentation supporting the time extension request.

Recommended Motion:

Approve a time extension to Interim, Substantial and Final Completion dates as shown below:

Original Contract	Revised This Memo
10/15/2017 Interim 1A – Underground Installation	11/15/2017 Interim 1A – Underground Installation
10/15/2017 Interim 1B– Paving	7/29/2018 Interim 1B– Paving
7/29/2018 Interim 2B– Paving	7/29/2018 Interim 2B– Paving
7/1/2018 Substantial	7/29/2018 Substantial
8/15/2018 Final	9/12/2018 Final

JTL/klo
Attachment

C: Brenda Derrig
Scott Middaugh

3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

September 19, 2017

Jason Leonard
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 – Time Extension Request

Dear Jason:

This letter is in response to Master Construction's recent request for a time extension dated September 8, 2017. Master has requested a 28-day time extension due to a delay of project award and the right to enter the project site.

The project was bid on July 12, 2017, with project award scheduled to be on July 17, 2017. Prior to the July 17 Commission Meeting, the project award was removed from the agenda and rescheduled for the July 31 Commission Meeting. During the preconstruction meeting held on August 8, 2017, Master was informed that access to the property which was getting acquired had not been issued. On Monday, August 14, 2017 permission was granted to enter the newly acquired property and begin construction. Due to the delay from July 17 to August 14, a 28-day extension to the interim and substantial completion dates is justified.

A 28-day extension on the concrete paving that is required to be completed by October 15, 2017 will now be revised to a completion date of November 12, 2017. During discussions with city staff, it was agreed that there are risks with placing concrete pavement that late in the year without incurring additional costs due to cold weather paving and/or the quality of the pavement placed. Because of this, KLJ is recommending that Note #3 in Section 210 of the plans be revised to the following:

General:

- *In no case will new concrete pavement be allowed to be opened to traffic until the joints have been sealed.*
- *Time extension requests to delay a penalty may be considered for changes in the work, including but not limited to changed or unforeseen conditions, added items of work, and increased quantities. Requests may also be considered for industry-wide labor disputes, industry-wide material delivery delays, or acts of God. If a time extension is granted, no penalty will be charged until the time extension has expired.*

- *Local traffic must be maintained at all times with two lanes of hard paved surface. This may be achieved by utilizing the new concrete pavement, existing asphalt pavement, or a combination of both.*
- *Contractor may propose, in writing, an alternative phasing plan for consideration to the City Engineer at least one week prior to construction.*
- *Contractor must maintain two lanes of traffic along 19th Avenue N in areas open to traffic as shown in Section 100*
- *All temporary signing and traffic control required for coordination of phasing shall be considered incidental to Traffic Control – Type 1.*
- *Temporary drive way access width shall be maintained as follows:*
    - *10' width for residential access*
    - *22' width for commercial access*
- *All temporary business access roads shall be hard paved surfaces or constructed of asphalt millings. All cost shall be incidental to other items.*
- *All temporary patching that will be in place under live traffic throughout the winter shall be hot mix asphalt or concrete.*
- *All costs associated with providing temporary access shall be incidental to other bid items.*
- *The Contractor may need to work in multiple Phases at the same time to meet the project completions.*
- *Removal of the existing surfacing of 19th Avenue from Sheyenne Loop to 45th Street N shall not be completed until the realignment of 19th Avenue N is fully operational.*

Phase 1 – East Entrance of Horse Park (Station 123+00) to 45th Street North

During Phase 1 the contractor shall maintain access to residents and businesses as shown in Section 100. Two lanes of traffic shall remain open on the areas of 19th Avenue N that are not under construction.

Phase 1 - Underground

The contractor shall complete all sanitary trunk line and service connections, watermain trunk line and services connections, and storm sewer trunk line from the east entrance to the Horse Park (Sta. 123+00) to 45th Street North by the interim completion date of ***November 15th, 2017.***

Phase 1 - Paving

The contractor shall complete all mainline concrete paving from the east entrance to the Horse Park (Sta. 123+00) to 45th Street North by the substantial completion date of ***July 29th, 2018****.*

Phase 2 – 57th Street North to East Entrance of Horse Park (Station 123+00)

Phase 2A – Underground

The contractor shall complete all sanitary trunk line and service connections, watermain trunk line and services connections, and storm sewer trunk line from 57th Street East to the east entrance to the Horse Park (Sta. 123+00) by the interim completion date of ***November 15th, 2017.***

Phase 2A can run concurrently with Phase 1. During Phase 2A the contractor shall maintain access to residents and businesses as shown in Section 100, referencing the Phase 1A detour. Two lanes of traffic shall remain open on the areas of 19th Avenue N that are not under construction. The contractor shall coordinate with local businesses and residents to notify them of upcoming access restrictions and the construction schedule around their access.

Phase 2B – Paving

During Phase 2B the contractor shall maintain access to residents and businesses as shown in Section 100. Two lanes of traffic shall remain open on the areas of 19th Avenue N that are not under construction. The contractor shall coordinate with local businesses and residents to notify them of upcoming access restrictions and the construction schedule around their access.

Phase 2B must be completed by the substantial completion date of ***July 29th, 2018****.*

Interim Completion Date 1: November 15th, 2017.

Interim completion shall include the following within the Phase 1 and 2A work areas:

- *Sanitary trunk lines and service connections*
- *Watermain trunk line and service connections*
- *Storm sewer trunk line*
- *Neat and safe grading*
- *All borrow material at the 12th Avenue North stockpile location shall be hauled to the project site*
- *Roadway removals patched (cold mix asphalt will not be allowed)*
- *Soil stabilization (permanent or temporary)*

The contractor will be charged a penalty of $2,500 per calendar day for failure to meet the interim completion. Holidays and Sundays will be counted as calendar days for application of penalties.

Interim Completion Date 2: April 1st, 2018

Substantial completion of the stormwater lift station. The lift station shall be considered Substantially Complete when it is fully operational as demonstrated to City staff.

The contractor will be charged a penalty of $2,500 per calendar day for failure to meet the interim completion. Holidays and Sundays will be counted as calendar days for application of penalties.

Substantial Completion Date: July 29th, 2018

The project will be considered substantially complete when it is open for safe and convenient use by the traveling public. These items include:

- *All underground utilities*
- *All earthwork, including stormwater ponds*
- *All mainline concrete paving*
- *Asphalt connection at 57th Street N*
- *All curb & gutter*
- *All driveways*
- *ADA ramps*
- *Bike trails*
- *Sidewalks*
- *All permanent pavement markings*
- *Permanent signing*
- *Street lights*
- *Railroad crossing*
- *Seeding*

The contractor will be charged per the City of Fargo's liquidated damages schedule for failure to complete the work outlined above on or before July 29th, 2018.

Final Completion: September 12th, 2018

Final completion shall include all remaining work items, punch items and cleanup. After September 12th, 2018, the will be assessed a penalty per the City of Fargo's liquidated damages schedule until such time as the remaining work items, punch list items and cleanup work is complete.

If you have any questions or require additional information, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

Scott Middaugh, PE
Project Manager

Enclosure(s): Master Construction Time Extension Request
Project #: 14417100
cc: Scott Ahlf – Master Construction

MASTER CONSTRUCTION

FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

September 8th, 2017

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

Attn: Scott Middaugh

RE: Time Extension Request
Improvement District BN-17-A1

Dear Mr. Middaugh,

Master Construction Co. Inc. would like to request a 28-day time extension on the above referenced project based upon the following:

1. The project was bid on July 12th, 2017, project was awarded July 31st, 2017. This is a delay from the original award date of July 17th, 2017. The City of Fargo did not obtain easements and would not allowing us to start construction until August 14th, 2017.

2. Access to the project was not granted until August 14th, 2017. Work started on August 15th, 2017

With the delays due to easement concerns we are requesting a 28-day time extension for the phases scheduled for a 2017 completion.

We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

Scott Ahlf
Project Manager

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BN-17-A1 **Change Order No** 1

Project Name Sanitary Sewer, Water Main, Storm Sewer, Site Grading, PC Concrete Paving, Street Lighting & Inciden

Date Entered 9/20/2017 **For** Master Construction Co 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: BN-17-A1 Time Extension

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 1 ($)	
Previous Change Orders ($)	0.00
Original Contract Amount ($)	8,044,768.45
Total Contract Amount ($)	8,044,768.45

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
07/01/2018	28.00	07/29/2018

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Description

The project was bid on July 12, 2017, with project award scheduled to be on July 17, 2017. Prior to the July 17 Commission Meeting, the project award was removed from the agenda and rescheduled for the July 31 Commission Meeting. During the preconstruction meeting held on August 8, 2017, Master was informed that access to the property which was getting acquired had not been issued. On Monday, August 14, 2017 permission was granted to enter the newly acquired property and begin construction. Due to the delay from July 17 to August 14, a 28 day time extension to the interim, substantial and final completion dates are justified.

Interim Completion Date Revisions:

Phase 1 Underground : November 15th, 2017 from previous date of October 15th, 2017.
Phase 1 Paving : July 29th, 2018 from previous date of October 15th, 2017.
Phase 2A Underground : November 15th, 2017 ; Revised to Mainline Sanitary Sewer with service connections, Mainline Water Main with service connections, storm sewer truck lines and all borrow material at the 12th Avenue North stockpile location shall be hauled to the project site.
Phase 2B Paving : July 29th, 2018 from previous date of July 1st, 2018.

APPROVED		**APPROVED DATE**	
For Contractor		Department Head	10/4/17
Title	PROJECT MANAGER	Mayor	
		Attest	

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1

Type: Time Extension

Location: 19th Ave N from I-29 to 45th St, 45th St from 16th Ave N to 19th Ave N

Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a time extension requested by Master Construction.

The Contractor has requested a 28-day time extension for delays due to design adjustments to the sanitary sewer interceptor, as well as supplier delays of the precast manhole structure causing the Contractor to not be able to complete the work within the specified timeframe.

Staff is recommending approval of the time extension as shown below:

Original Contract	Revised This Memo
9/15/2017 Phase 2 Interim Completion	10/13/2017 Phase 2 Interim Completion

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of the time extension as shown above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal Funds (HMGP), Sales Tax Funds, & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer JTL

Date: August 16, 2017

Re: Improvement District #BN-17-B1 – Change Order # 2 – Time Extension Request

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Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

Master Construction is the prime contractor for Improvement District #BN-17-B1.

The interim completion date for phase two which is the section project roadway between 41st Street North and 43rd Street North has an interim completion date of September 15th, 2017. With delays due to design adjustments to the sanitary sewer overflow interceptor at the intersection of 41st Street and supplier delays of the precast manhole structure, the Contractor was not able to complete the work within the specified timeframe. The Contractor has been working diligently within this section of roadway and tried to get as much complete as possible. All of the roadway concrete pavement has been placed as planned between 41st Street and 43rd Street on 19th Avenue N with the exception of the 41st Street intersection where utility instillation is still in progress.

The Contractor has requested a 28 day time extension which is justifiable due to the above mention design adjustments and supplier delays.

Recommended Motion:
Approve Change Order # 2 for the time extension to the interim completion date as shown below.

Original Contract	Revised This Memo
9/15/2017 Phase 2 Interim Completion	10/13/2017 Phase 2 Interim Completion

JTL/klo
Attachment

C: Brenda Derrig, Thomas Knakmuhs

MASTER CONSTRUCTION

FARGO
1572 45th St. NW
Fargo, ND 58102
P: 701-237-4950
F: 701-237-5027

BISMARCK
4000 Fuller Ave.
Bismarck, ND 58501
P: 701-751-6380
F: 701-751-6381

DICKINSON
836 38th Ave. E
Dickinson, ND 58601
P & F: 701-483-2818

GRAND FORKS
5624 1st Ave. N
Grand Forks, ND 58201
P: 701-566-3307
F: 701-757-4404

August 8th, 2017

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

Attn: Jason Leonard

RE: Time Extension Request
Improvement District BN-17-B1

Dear Mr. Leonard,

Master Construction Co. Inc. would like to request a 28-day time extension on the above referenced project based upon the following:

Due to a series of delays associated with the 41st St. intersection within phase 2 resulting in design changes. The design changes needed to be made because the existing sanitary sewer line in 41st St. was not PVC as indicated in the plans originally and will need to be replaced. Ae2s redesigned the plans and submitted them to Master Construction on July 26th, 2017. Shop drawings were submitted from Forterra/ Master Construction to the City of Fargo on July 31st, 2017. Shop Drawings were approved and sent to production of the Structures on August 10th, 2017. Due to backlog of projects and sizes of structures the structures have taken 4 weeks to be built and delivered. Additional work has also been added to this intersection with approximately an additional 80' of sanitary sewer being replaced and an additional sanitary sewer structure. We will not have the slide gates for an additional 10 weeks approximately, as our supplier will not have them delivered until them. We will be able to open the street to traffic and install the slide gates when they arrive.

As a result of the delays outlined above we are requesting a 28-day extension for all work associated within phase 2.
We appreciate your consideration of our request for a time extension on this project. If you have any questions or comments please feel free to contact me at 701-361-9764.

Sincerely,

Scott Ahlf
Project Manager

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BN-17-B1 **Change Order No** 2

Project Name Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid

Date Entered 9/20/2017 **For** Master Construction Co 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: BN-17-B1 Time Extension

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Summary										
Source Of Funding										
Net Amount Change Order # 2 ($)										
Previous Change Orders ($)										76,991.99
Original Contract Amount ($)										6,605,449.60
Total Contract Amount ($)										6,682,441.59

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/01/2017	0.00	11/01/2017

Description

The interim completion date for phase two which is the section project roadway between 41st Street North and 43rd Street North has an interim completion date of September 15th, 2017. With delays due to design adjustments to the sanitary sewer overflow interceptor at the intersection of 41st Street and supplier delays of the precast manhole structure, the Contractor was not able to complete the work within the specified timeframe. The Contractor has been working diligently within this section of roadway and tried to get as much complete as possible. All of the roadway concrete pavement has been placed as planned between 41st Street and 43rd Street on 19th Avenue N with the exception of the 41st Street intersection where utility instillation is still in progress.

The Contractor has requested a 28 day time extension which is justifiable due to the above mention design adjustments and supplier delays.

Revised Phase 2 Interim Completion Date of October 13, 2017.

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED		APPROVED DATE
For Contractor		Department Head
Title	PROJECT MANAGER	Mayor 10/4/17
		Attest

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-H1 Type: Early Build Permit

Location: Cottagewood 3rd Addition Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed three (3) early build permit requests submitted by J & O Real Estate LLC for properties located in Cottagewood 3rd Addition. The infrastructure work for this area has been bid under the project noted above. A deposit will be required of $9,120.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Jim Gilmour, the Committee voted to recommend approval of the three (3) early building permits.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve all three (3) Early Building Permits.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

Memorandum

To: Members of PWPEC

From: Brenda Derrig, Division Engineer

Date: October 2, 2017

CC: Mark Miller
Brian Pattengale, Houston Engineering

Re: BN-17-H1 Cottagewood 3rd Addition (50th Avenue South from 38th Street to 51st Avenue) – Early Building Permits

---

Attached you will find a request for three early building permits from J & O Real Estate LLC within Cottagewood 3rd Addition.

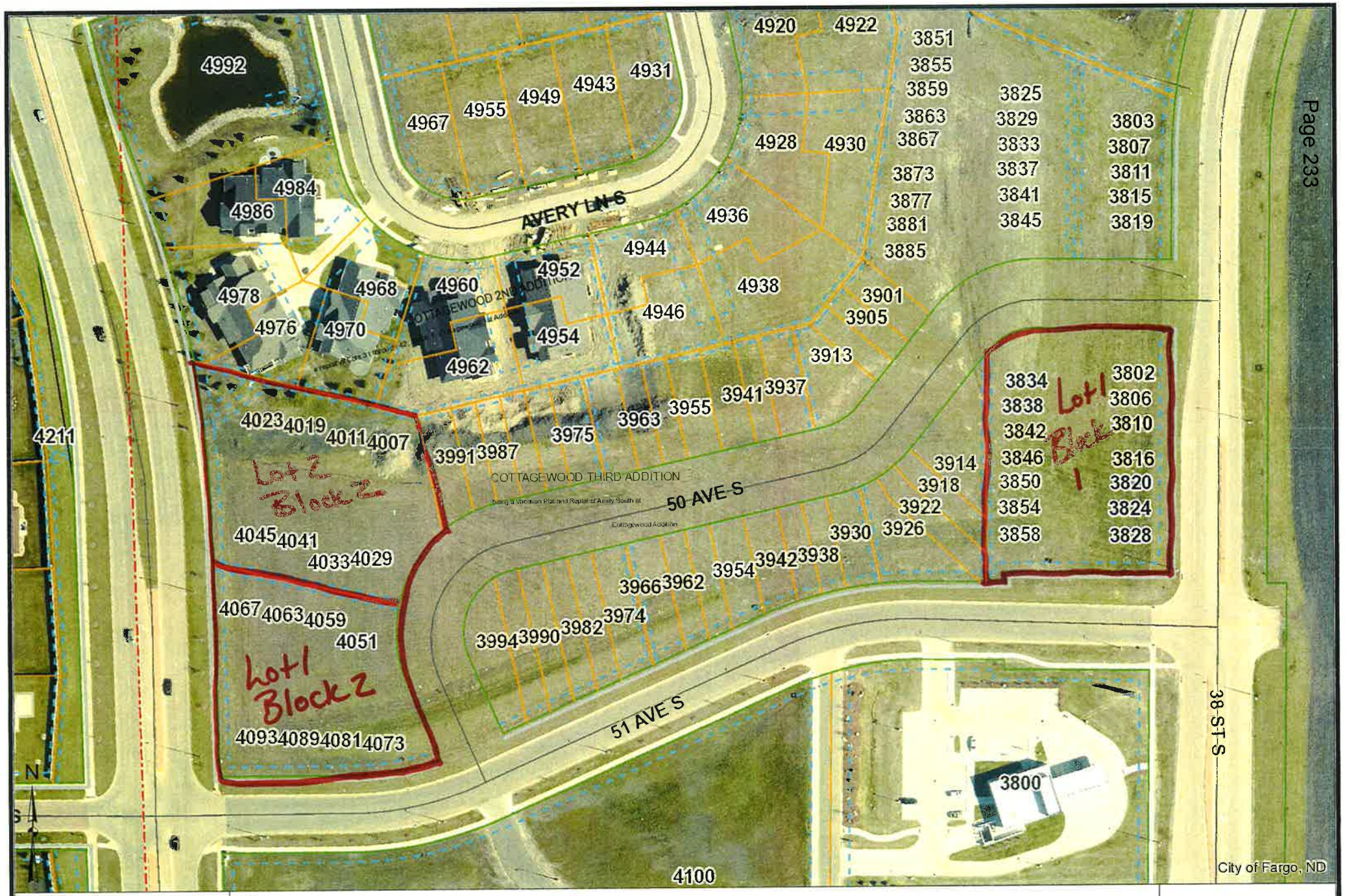
All three of these locations can be accessed by adjoining right of way. The west two lots will access from 51st Avenue South and the east lot will access from 38th Street or 51st Avenue South. Fox Underground is the contractor for the project and has a completion date of November 3, 2017.

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

As part of the early building permit, the applicant will provide a deposit that could be used to repair any impacts from the site construction to the municipal project. Lot 1, Block 2 has 90'; Lot 2, Block 2 has 169'; and Lot 1, Block 1 has 197' of frontage at $20/ff. This brings the total to $9,120 for their deposit.

Recommended Motion:

I recommend that the Public Works Project Evaluation Committee approve the early building permit request for the Lots 1 and 2, Block 1 and Lot2, Block2 Cottagewood 3rd Addition and collect a deposit of $9,120.



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

Early Build Request

1:2,257

10/2/2017 10:45:58 AM

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

CITY OF Fargo

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

1. General Location: North of 51st Ave south between 38th Street S and 42nd Street South, City Project BN-17-HE

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   a. Occupancy will not be allowed prior to this date.

3. Paving Completion Date Nov 3rd, 2017

   a. City accepts no responsibility for site access prior to this date.

4. Project Engineer Mark Miller

   Phone (701) 476-6628

Request for Building Permit

A. Location

Lot Lot 1

Block _2

Addition Cottagewood Third Addition

Address 3802, 3806, 3810, 3816, 3820, 3824, 3828, 3834, 3838, 3842, 3846, 3850, 3954, 3858 50th Ave S

B. Required Documents

1. Fill out Application for Early Building Permit.

2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.

3. Building and utility stub out elevations

4. As-built drawings showing actual utility stub out locations and elevations

(after installation).

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4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit
Page 3

D. Signatures (All required)

	Owner	Builder	Plumber
Name	J&O Real Estate LLC	Jordahl Custom Homes	Dirt Dynamics
Address	PO Box 932, Fargo ND	4802 Amber Valley Pkwy S, Fargo, ND 58104	4206 3rd Ave N, Fargo, ND 58102
Telephone		(701) 799-9547	701-367-4038
Signature	Heather Morris		
Date	9.27.17	9/27/17	9-27-17

E. Approval

Project Engineer _____ Date

Plumbing Inspectors
Water _____ Date
Sewer _____ Date

Building Inspector _____ Date

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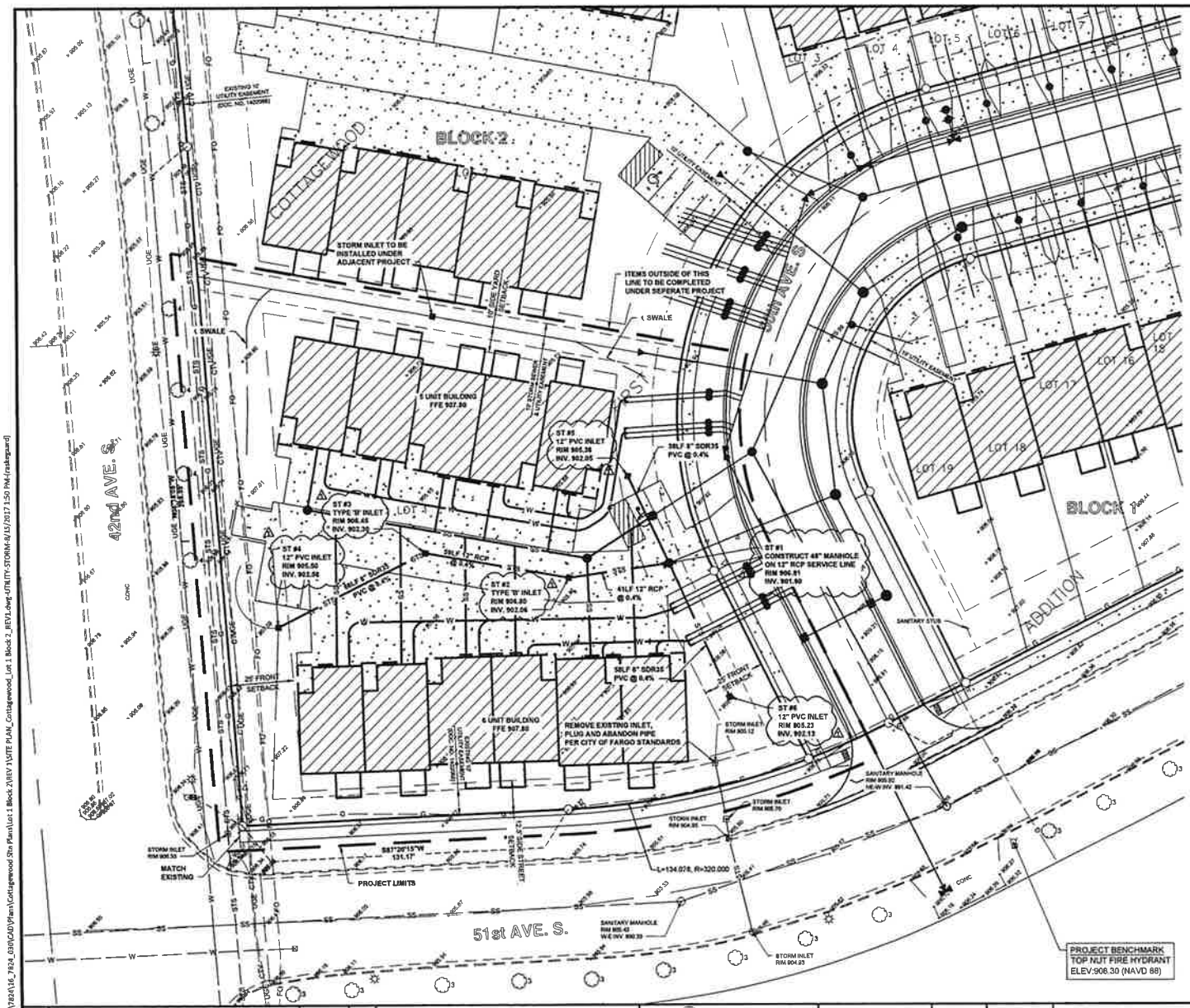

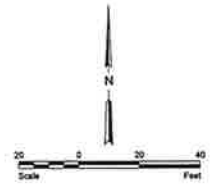

LEGEND	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
LIGHT POLE		
TELEPHONE RISER		
UNDERGROUND ELECTRIC	UGE	
GAS MAIN	G	
SIGN		
FENCE	X X	X X
SPOT ELEVATION	897.00	898.55TC 898.05G
STANDARD CURB & GUTTER		
BUILDING		
NEW 5" CONCRETE		
THICKENED EDGE SIDEWALK		
DRAINAGE DIRECTION		
IRON MONUMENT FOUND		
IRON MONUMENT SET		

UTILITY NOTES:

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10. ALL SERVICES LABELED AS "TYP." ARE TYPICAL FOR ALL TOWNHOME UNITS IN THE ASSOCIATED BUILDING UNLESS OTHERWISE NOTED.
11. ALL SANITARY SEWER SERVICE LINES NOT CONNECTED TO A MANHOLE SHALL BE CONNECTED TO THE MAINLINE USING AN 8"x6" WYE.
12. CONTRACTOR SHALL COORDINATE WORK WITH ADJACENT CITY OF FARGO 50TH AVE PROJECT.

This document was originally issued and sealed by Brian T. Pallangale Registration Number PE- 7125, on 6/15/17 and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By
1	50TH AVE SOUTH PROJECT COORDINATION	6-15-17	BTP

Houston Engineering Inc.

Fargo
P: 701.237.5065
F: 701.237.5101

Drawn by	Date
RLA	6-30-17
Checked by	Scale
BTP	AS SHOWN

COTTAGEWOOD DEVELOPMENT
LOT 1, BLOCK 2
FARGO, NORTH DAKOTA

STORM SEWER UTILITY PLAN
PROJECT NO. 7824-030

SHEET 2 of 14

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4. Project Engineer Mark Miller

   Phone (701) 476-6628

Request for Building Permit

A. Location

Lot Lot 2

Block 2

Addition Cottagewood Third Addition

Address 4003, 4007, 4011, 4015, 4019, 4023, 4029, 4033, 4037, 4041, 4045 50th Ave S

B. Required Documents

1. Fill out Application for Early Building Permit.

2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.

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4. As-built drawings showing actual utility stub out locations and elevations

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Application for Early Building Permit
Page 3

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Name	J&O Real Estate LLC	Jordahl Custom Homes	Dirt Dynamics
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Signature	Heather Morris		
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E. Approval

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Plumbing Inspectors
Water _____ Date
Sewer _____ Date

Building Inspector _____ Date

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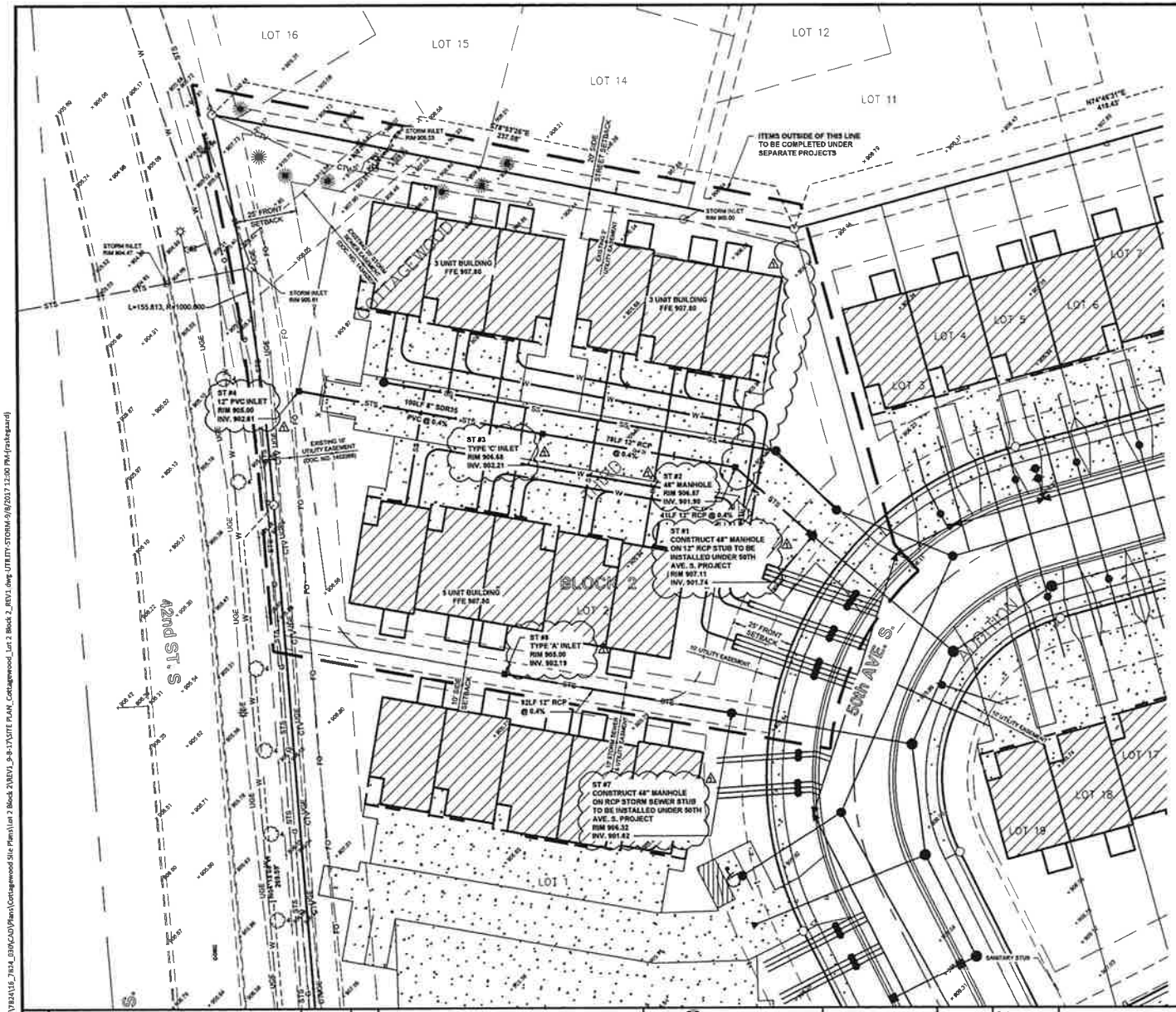

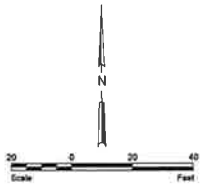

LEGEND

	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
LIGHT POLE		
TELEPHONE RISER		
UNDERGROUND ELECTRIC	UGE	
GAS MAIN	G	
SIGN		
FENCE	X X	X X
SPOT ELEVATION	x 987.65	898.55TC 898.05G
STANDARD CURB & GUTTER		
BUILDING		
NEW 5" CONCRETE		
THICKENED EDGE SIDEWALK		
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This document was originally issued and sealed by Brian T. Pettengale Registration Number PE- 7125, on 9/8/17 and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By
1	50TH AVE SOUTH PROJECT COORDINATION	9-8-17	BTP

Houston Engineering Inc.
P: 701.237.5065
F: 701.237.5101

Fargo

Drawn by RLA | Date 7-10-17
Checked by BTP | Scale AS SHOWN

COTTAGEWOOD DEVELOPMENT
LOT 2, BLOCK 2
FARGO, NORTH DAKOTA

STORM SEWER UTILITY PLAN
PROJECT NO. 7824-030

SHEET 2 of 14

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4. Project Engineer Mark Miller

   Phone (701) 476-6628

Request for Building Permit

A. Location

Lot Lot 1

Block _1

Addition Cottagewood Third Addition

Address 3802, 3806, 3810, 3816, 3820, 3824, 3828, 3834, 3838, 3842, 3846, 3850, 3854, 3858 50th Ave S

B. Required Documents

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Application for Early Building Permit
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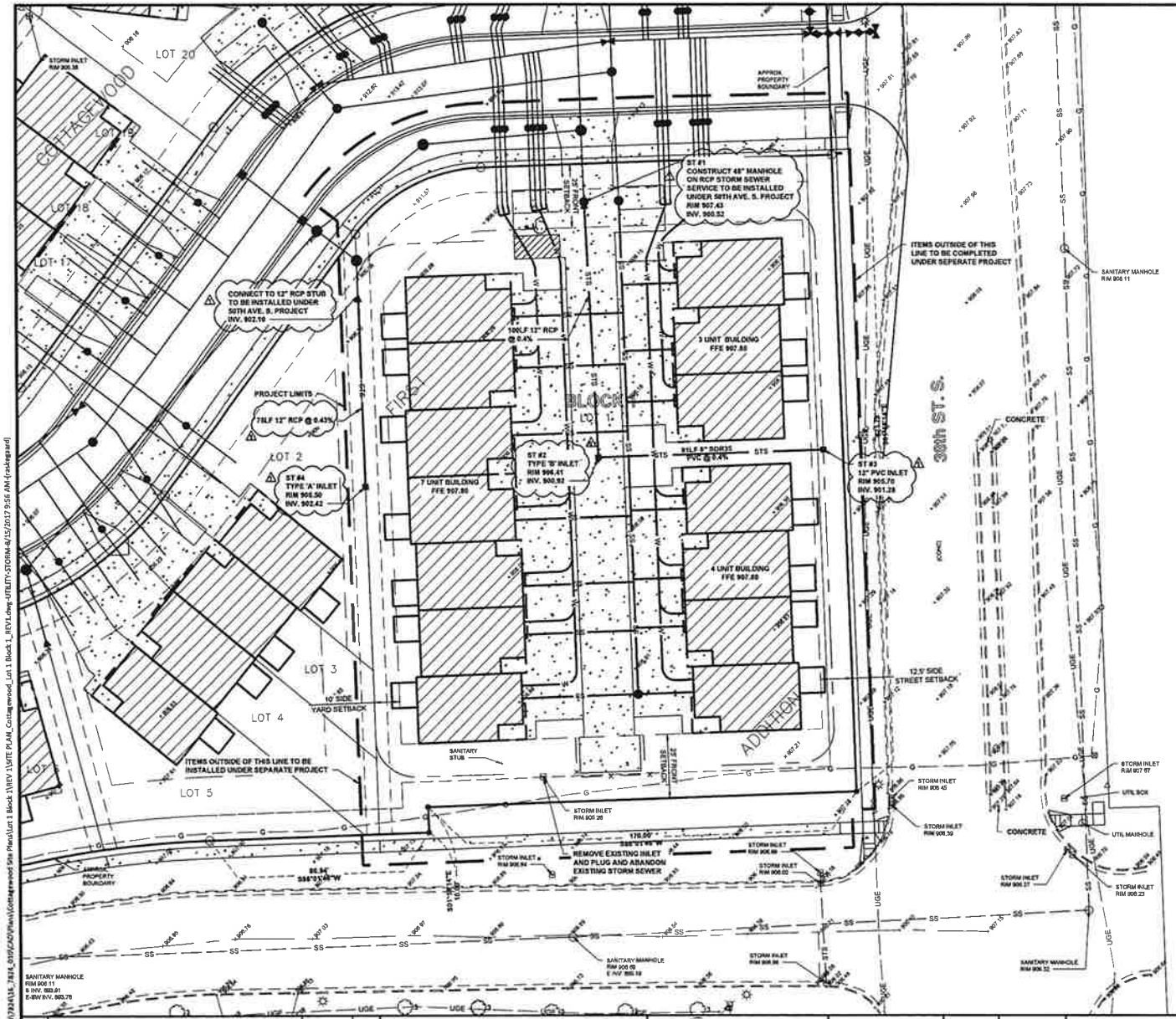

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Scale 20 0 20 40 Feet

LEGEND

	EXISTING	NEW
WATER MAIN	W	W
SANITARY SEWER MAIN	SS	SS
STORM SEWER MAIN	STS	STS
STORM INLET		
MANHOLE		
CLEANOUT		
FIRE HYDRANT		
GATE VALVE		
CURBSTOP		
LIGHT POLE		
TELEPHONE RISER		
UNDERGROUND ELECTRIC	UGE	
GAS MAIN	G	
SIGN		
FENCE	X X	X X
SPOT ELEVATION	907.95	898.55TC 898.05G
STANDARD CURB & GUTTER		
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DRAINAGE DIRECTION		
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12. 2" COPPER WATER SERVICE LINES SHALL RUN FROM CURB STOP TO DELIVERY POINT, UP TO 4 WATER LINES MAY BE INSTALLED IN THE SAME TRENCH.

This document was originally issued and sealed by Brian T. Pellerigals Registration Number PE- 7125, on 8/15/17 and the original document is stored at Houston Engineering Inc.

No.	Revision	Date	By
1	50TH AVE SOUTH PROJECT COORDINATION	8-15-17	BTP

Houston Engineering Inc.

Fargo
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Drawn by	Date
RLA	7-10-17
Checked by	Scale
BTP	AS SHOWN

COTTAGEWOOD DEVELOPMENT
LOT 1, BLOCK 1
FARGO, NORTH DAKOTA

STORM SEWER UTILITY PLAN
PROJECT NO. 7824-030

SHEET 2 of 14

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AGREEMENT

EARLY BUILDING PERMIT

THIS AGREEMENT, made and entered into by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 North Third Street, Fargo, North Dakota 58102, hereinafter referred to as "City", and **J & O REAL ESTATE, LLC**, a North Dakota limited liability company, hereinafter referred to as "Owner", and **JORDAHL CUSTOM HOMES, INC.**, a North Dakota corporation, hereinafter referred to as "Builder" (collectively hereafter "Builder").

WITNESSETH:

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

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

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

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

WHEREAS, City requires this agreement with Builder and Owner relative to the issuance of an Early Building Permit.

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

1. City agrees to issue an Early Building Permit to Builder and Owner for the projects, provided all conditions precedent are met.

2. In consideration of the issuance of said Early Building Permits for the projects stated, Builder and Owner agree to deposit with City a cash deposit in the amount of Nine Thousand One Hundred Twenty Dollars ($9,120.00) ($20.00 per front foot of lot covered by the permit). Said cash deposit may be utilized by City for any building site impacts, municipal project impacts, including utilities or paving, payment for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning adjacent streets impacted by building construction. It is specifically understood and agreed that this list is not exhaustive or exclusive, and that the City may use the deposited funds for any costs incurred by City due to Builder's or Owner's activities.

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

a. Site access to the buildings that will not impact municipal utilities/paving installation.

b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.

c. Building construction and occupancy schedules.

d. Contact person for notification including name, address and phone.

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

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

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

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

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

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

10. The project locations are as follows:

- Lot One (1), Block Two (2), Cottagewood 3rd Addition
- Lot Two (2), Block Two (2), Cottagewood 3rd Addition
- Lot One (1), Block One (1), Cottagewood 3rd Addition

Approved by Public Works Projects Evaluation Committee on this 2nd day of Oct, 2017.

Mark H Bittner

Mark Bittner, Director of Engineering

Approved by Fargo City Commission on this ____ day of _____, 2017.

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____
Steve Sprague, City Auditor

Builder:
Jordahl Custom Homes, Inc.

Dated:_____

_____
By:

Its: _____

Owner:
J & O Real Estate, LLC

Dated:_____

_____
By:

Its: _____

35

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A1 Type: Early Build Permit

Location: 5002 19 Avenue N Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed an early build permit submitted by the owner of the property located at 5002 19 Avenue N. The infrastructure work for this area has been bid under the project noted above. A deposit will be required of $10,000.

Staff is recommending approval.

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

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

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Leonard, Civil Engineer II JTL

Date: 9/20/2017

CC: Brenda Derrig

Re: BN-17-A1 – 5002 19th Avenue North – Early Building Permit

---

Attached you will find a request for an early building permit from Timothy Landis for his building at 5002 19th Avenue North.

Improvement District BN-17-A1 has been bid and awarded to Master Construction Inc. This project has a completion date of September 12th, 2018.

The applicant has filled out the application and agreement and the project provides access throughout construction.

As part of the early building permit, the applicant will provide a deposit that could be used to repair any impacts from the site construction to the municipal project. This lot has 500' of frontage; therefore, their deposit will be $10,000.

Recommended Motion:

I recommend that the Public Works Project Evaluation Committee approve the early building permit request for the 5002 19th Avenue North.

JTL/klo

APPLICATION FOR EARLY BUILDING PERMIT

The City of Fargo has agreed to allow building activity prior to completion of municipal utilities as listed below:

1. General Location
2. Utility Completion Date (Sanitary Sewer, Water, Storm)
   a. Occupancy will not be allowed prior to this date.
3. Paving Completion Date
   a. City accepts no responsibility for site access prior to this date.
4. Project Engineer

   Phone

Request for Building Permit

A. Location Fargo

Lot 3

Block 1

Addition Northern Cheyenne Land

Address 5002 19th Ave N Fargo, ND 58102

B. Required Documents

1. Fill out Application for Early Building Permit.
2. Submit complete site plan drawings showing detailed locations of all utility stub outs (sanitary sewer, water, and storm sewer) and driveways.
3. Building and utility stub out elevations
4. As-built drawings showing actual utility stub out locations and elevations (after installation).

C. Provisions

1. Access

   a. Access to construction sites will not be on the public right-of-way under most conditions during the sewer and water construction. The City contractor will not be required to maintain access for the builders. Also, parking on the public right-of-way will not be permitted. The City contractor will have total control of the right-of-way during sewer and water construction.

   b. City accepts no responsibility for site access prior to paving completion date.

2. Sewer and Water Services

   a. Builders will not be allowed to hook up to the City sewer and water services until after the project is complete.

   b. Builders shall stub out sewer and water services a distance of not to exceed 5-feet from building.

   c. Builders to verify depth and location of sewer and water service stub outs for buildings with City Engineering Department. As-built drawings required.

   d. After City mains have been installed and tested, the builder shall complete service installation and connections along with appropriate permits and inspections. The City contractor will <u>not</u> hook up sewer and water services to building stub outs. This is not part of his contract. The builder may privately negotiate such work with City contractor. Builder and contractor accept responsibility for necessary permits and inspections.

3. Occupancy will not be allowed until after utility installation is complete. Access prior to paving completion shall be the sole responsibility of builder/occupant.

4. Other utilities such as gas, electric, telephone and cable TV will not be installed until municipal utility installation is complete.

Application for Early Building Permit
Page 3

D. Signatures (All required)

	Owner	Builder	Plumber
Name	L2 Contracting Timothy Landis	L2 Contracting	Bob Polcher
Address	770 Center Street West Fargo, ND 58078		
Telephone	701-298-1414	701-298-1414	701-238-1753
Signature			
Date	9-11-17	9-11-17	9-11-17

Timothy Landis is Partowner of Landis Brothers Farms LLLP and signing on behalf of

E. Approval

Project Engineer _____ Date

Plumbing Inspectors
Water _____ Date
Sewer _____ Date

Building Inspector _____ Date

N:\admin\earlybuild\applicationform

AGREEMENT

EARLY BUILDING PERMIT

THIS AGREEMENT, made and entered into by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 200 North Third Street, Fargo, North Dakota 58102, hereinafter referred to as "City", and **TIMOTHY LANDIS**, hereinafter referred to as "Owner", and **L2 CONTRACTING**, a North Dakota corporation, hereinafter referred to as "Builder" (collectively hereafter "Builder").

WITNESSETH:

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

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

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

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

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

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

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

2. In consideration of the issuance of said early building permit for the project stated, Builder agrees to deposit with City a cash deposit or letter of credit in the amount of Ten Thousand Dollars ($10,000.00) ($20.00 per front foot of lot covered by the permit). Said cash deposit may be utilized by City for any building site impacts, municipal project impacts, including utilities or paving, payment for corrective measures such as debris removal, drain maintenance, damages caused by unauthorized access, and cleaning adjacent streets impacted by building construction. It is specifically understood and agreed that this list is not exhaustive or exclusive, and that the City may use the deposited funds for any costs incurred by City due to Builder's activities.

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

a. Site access to the building that will not impact municipal utilities/paving installation.

b. Temporary measures to address nonfunctional sewer, water and storm sewer on the building site.

c. Building construction and occupancy schedule.

d. Contact person for notification including name, address and phone.

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

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

6. Builder understands and agrees to accept all risks of proceeding with the building project in advance of the installation and operation of the municipal improvements. Builder

waives, for itself and successors, any and all claims for damages against City as a result of any delay in the installation of the municipal projects, for whatever reason. City will enter into a standard contract for the municipal project. Builder is not a third party beneficiary of the City contract and has no rights thereunder.

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

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

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

10. The project and project location are as follows:

5002 19th Avenue North

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

Approved by Fargo City Commission on this ____ day of _____, 2017.

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Steve Sprague, City Auditor

Approved by Public Works Projects Evaluation Committee on this 2nd day of Oct., 2017.

Mark H Bittner

Mark Bittner, City Engineer

Builder:
L2 Contracting

Dated: 9/22/17

By:

Its: Office Manager

Owner:

Dated: 9/22/17

Timothy Landis, Landis Brothers Farms LLLP

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-A0

Type: Contract Amendment #1

Location: 19th Ave N

Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Brenda Derrig

The Committee reviewed the accompanying correspondence from Division Engineer, Brenda Derrig, related to a Contract Amendment submitted by KLJ in the amount of $75,877.00, bringing the total contract amount to $320,277.00. The additional costs covered in this request are due to a delay in the signing of the construction administration task order, some of those items were charged under this task order. Funding will come from Special Assessments.

Staff is recommending approval.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION
Approve Contract Amendment #1 to KLJ in the amount of $75,877.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Brenda Derrig, Division Engineer

Date: September 25, 2017

Re: BN-17-A0 - Amendment #1 KLJ

Through the MSA, the City awarded KLJ the design of 19th Avenue North. In the attached memo, you will see the adjusted scope items that came up during the design process. Due to a delay in the signing of the construction administration task order, some of those items were charged under this task order. The original contract was for $244,400 and with the requested amendment of $75,877, this will increase it to $320,277. This represents 4% of the project cost $8,044,768.45.

We feel this quote is reasonable and recommend approval.

Recommended Motion:

Approve Amendment #1 for BN-17-A0 in the amount of $75,877 with KLJ.

Attachment
BWW/klo

C: Travis Wieber, KLJ
Scott Middaugh, KLJ

3203 32nd Avenue South Suite 201
PO Box 9767
Fargo, ND 58106-9767
701 232 5353
kljeng.com

September 1, 2017

Brenda Derrig, PE
Division Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: BN-17-A1 - 19th Avenue North - Design Amendment

Dear Ms. Derrig:

KLJ would like to request a supplement to the agreement for professional services for the referenced project. Throughout the design process, there were items that required redesign and items that were out of scope. These items are outlined below.

Detention Pond Design - There were several iterations of the detention ponds designed. The multiple iterations were due to future development assumptions, pumping capacity, and right-of-way costs. For each iteration of the ponds, the storm sewer and roadway cross sections had to be revised to accommodate the updated design.

Exterior Flood Protection Berm - KLJ originally designed the flood protection berm to parallel the north right-of-way line and tie into the back of curb at intersection locations while still maintaining a minimum elevation of 897.5. Per the request of the City, the alignment of the berm was revised to continue at constant offset from the right-of-way line. This revision required KLJ to update the cross sections, storm sewer, and sidewalk profiles to cross the flood protection berm.

Topographic Survey for Detention Ponds - The City of Fargo requested that a topographic survey be completed for design of the detention ponds. This work was not originally included in the cost proposal submitted in response to the Scoping Request.

Extension of West Sheyenne Loop - The City of Fargo requested that KLJ extend the design of the west entrance of Sheyenne Loop by approximately 150-feet. This work was not originally included in the cost proposal submitted in response to the Scoping Request.

House Demolition - The City of Fargo requested the KLJ develop plan sheets for the building demolition near the 19th Ave N/45th St N intersection. This work was not originally included in the cost proposal submitted in response to the Scoping Request.

Assessment Breakout - The City of Fargo requested that calculate assessment quantity breakouts for the sanitary and storm sewer. This work was not originally included in the cost proposal submitted in response to the Scoping Request.

The above items will increase the total contract by $58,332.

In addition to the outlined design supplement, there were some construction administration items that were required to be completed prior to receiving an approved contract to perform the work. These items include:

- Construction schedule meeting with City of Fargo
- Preconstruction Meeting
- Shop Drawing Review
- Construction Surveying
- Coordination with Xcel Energy

The above items will increase the contract by $17,545. In all, with the out of scope design items as well as the construction administration items, we are requesting a supplement for **$75,877.** This will increase the contract from $244,400 to $320,277.

We appreciate your consideration for this contract amendment. Please feel free to contact me with any questions at 701.271.4863 or travis.wieber@kljeng.com.

Sincerely,

KLJ

Travis Wieber, PE
Project Manager

Enclosure(s): Cost Breakdown
Project #: 14417100
cc: Jared Heller, AE2S

Expand Sub Expenses

'roject Budg KLJ

KLJ Project Name:	BN-17-A1 - 19th Ave Reconst
Detailed Description:	
KLJ Project Number:	14417100

Task Code	Description	Engineer III	Engineer II	Engineer I	Surveyor IV	Surveyor II	Surveyor I	CADD Tech III	Project Assistant.II	DIRECT LABOR Subtotal	Subconsultant Fee	TASK TOTAL
1	Design	$ 136.00	$ 104.00	$ 94.00	$ 170.00	$ 102.00	$ 78.00	$ 100.00	$ 78.00			
	Corridor Modeling - Pond Revisions	24	20					80		$ 13,344.00	$ -	$ 13,344.00
	Corridor Modeling - Exterior Berm	8	24	20				60		$ 11,464.00	$ -	$ 11,464.00
	Topographic Survey for Ponds				8	8		4		$ 2,576.00	$ -	$ 2,576.00
	Storm Sewer Revisions - Pond Revisions	8	60	20				16		$ 10,808.00	$ -	$ 10,808.00
	Shevenne Loop Connection	4	4					4		$ 1,360.00	$ -	$ 1,360.00
	House Demo		4					20		$ 2,416.00	$ -	$ 2,416.00
	Assessment Quantities		16							$ 1,664.00	$ -	$ 1,664.00
	Construction Activities	11	37.5	52	32		18	3	1.5	$ 17,545.00	$ -	$ 17,545.00
	AE2S									$ -	$ 14,700.00	$ 14,700.00
		55	165.5	92	40	8	18	187	1.5	$ 61,177.00	$ 14,700.00	$ 75,877.00
		55	166	92	40	8	18	187	2	567		
										$ 61,177.00	$ 14,700.00	$ 75,877.00

[1] To be billed at actual with an $150 m

[2] Includes, equipment rental, etc.

Summary of Costs

Direct Labor	$ 61,177.00
	$ -
Subtotal	$ 61,177.00
On bill rate	$ -
Raw labor cost	$ -
Direct Expenses	$ -
Subconsultants	$ 14,700.00
Reimbursables	$ -
Balance to Lump Sum	$ -
Total Estimated Engi	$ 75,877.00

◀ Expand for Audited Rate

REPORT OF ACTION
UTILITY COMMITTEE

37

Project ID NR-16-A

Type: Final Balancing Change Order

Location: Lift Station #48 Service Area

Date of Hearing: 9/28/2017

Routing	Date
City Commission	10/9/2017
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and Final Balancing Change Order for Improvement District #NR-16-A1. This Improvement District (ID) involved a service area plan and rehabilitation of Lift Station #48.

The Lift Station #48 Service Area (LS48SA) is a large growth area in SW Fargo that includes the new Sanford Medical Center. As the city received the water use projections for the medical center, an evaluation was conducted ensure that the water & sewer infrastructure was sufficient for the growth of the service area as well as the medical center. In summary, the water system was sufficient, but the wastewater infrastructure was under sized for not only the medical center, but also the growth area at full buildout. ID NR-16-A included splitting the service area so the southern service area (SA) would flow to Lift Station #60, which has extra capacity and the northern SA would continue to flow to LS #48. LS 48 was then rehabbed to increase capacity by installing larger pumps, piping and valves. A backup generator was also installed.

The Final Balancing Change Order consisted of three components:

1. Additional class 5 material: Based on poor soil conditions at LS 48, PKG was directed to haul excavated material offsite and backfill with 345 cubic yards of class 5 material. (**Increase of $10,781.25)**
2. Liquidated Damages: The contractor was allowed 45 days for a lane closure along Brandt Drive. The actual closure was 53 days (8 days x $500/day). (**Decrease of $4,000)**
3. Balancing Change Order: Based on actual materials installed resulted in a **decrease of $4,030.10.**

The net increase for the final balancing change order resulted in an increase of $2,751.15.

MOTION:
On a motion by Mark Bittner, seconded by Troy Hall, the Utility Committee voted to approve the Final Balancing Change Order for ID # NR-16-A, from PKG Contracting, in the amount of $2,751.15.

COMMITTEE:	Present	Yes	No	Unanimous X	X Proxy
Anthony Gehrig, City Commissioner	X				
Mark Bittner, Director of Engineering	X				
Kent Costin, Director of Finance					
Brian Ward, Water Plant Supt.	X				
Don Tucker, Wastewater Plant Supt.	X				
Bruce Grubb, City Administrator	X				
Scott Liudahl, City Forester					
Terry Ludlum, Solid Waste Utility Director	X				
Jim Hausauer, Wastewater Utility Director	X				
Troy Hall, Water Utility Director	X				
Ben Dow, Public Works Operations Director	X				

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

CITY OF FARGO PUBLIC WORKS
WASTEWATER TREATMENT PLANT
3400 North Broadway
Fargo, North Dakota 58102
Phone: (701) 241-1454
Fax: (701) 241-8159
Web Site: www.cityoffargo.com

MEMORANDUM

September 28, 2017

To: **Utility Committee**
From: **Jim Hausauer, Wastewater Utility Director**
RE: **Improvement District #NR-16-A1 (Sanitary Lift Station #48 Rehab)**
Final Balancing Change Order – Contract 1 (PKG)

Background

The Lift Station #48 service area (LS48SA) includes a large growth area in southwest Fargo that includes the new Sanford Medical Center. Early water and sewer projections for the Sanford Medical Center made it clear that the City needed to evaluate the capabilities of its infrastructure to meet the needs of the new hospital, as well as the area development. In summary, the study concluded that sanitary sewer infrastructure near the Sanford Medical Center was not capable of conveying the estimated flows from the facilities. In recognition of the limitations of the sanitary sewer infrastructure, an assessment of future sewer flows within the LS48SA, excluding the Sanford Medical Center was conducted. In summary, this study concluded that even without the Sanford Medical Center, the projected future flows within the LS48SA would exceed the capacity of LS#48.

Lift Station #48 Improvements & Sewer Service Area Plan

The LS 48 rehabilitation included expanding the capacity of the current lift station to accommodate the additional flow that is expected from the new Sanford Hospital as well as the rest of the service area (SA). The improvements include installation of new larger pumps, increasing the size of piping and valves, installation of a flow meter and backup generator. The proposed service area plan will include using a previously installed "interconnect" to essentially split the current LS48SA, into two separate different service areas. A portion of the service area would remain on the LS 48SA, whereas the southern portion of the service area would be diverted to the LS60SA and the 45th Street Interceptor.

The LS #48 improvements are funded through the City of Fargo Assessment Policy, with a portion of the costs funded with the 2016 Lift Station Rehab and Renewal Sales Tax Fund 455. The rehab of Lift Station #48 was included in the long term CIP for 2016.

Final Balancing Change Order

The final balancing change order consisted of the following components:

- Additional Class 5 Material – Based on the poor soil conditions at LS 48, PKG was directed to haul excavated material offsite and backfill with class 5. This included in 345 cubic yards of class 5 being furnished and installed @31.25/cubic yard. **(Increase of $10,781.25)**
- Liquidated Damages—As stated in the SIB's, the contractor was allowed 45 days for a lane closure along Brandt Drive. The actual closure was 53 days (8 days x $500/day). **(Decrease of $4,000.)**
- Balancing Change Order – Based on actual materials that were installed, resulted in a **decrease of $4,030.10.**

The total for the Final Balancing Change Order is $2,751.15 leaving the overall contract amount of $542,026.56

Recommended Motion

Approve the attached Final Balancing Change Order for Project NR-16-A in the amount of $2,751.15 from PKG Contracting.

Printed on Recycled paper.

www.ae2s.com

September 18, 2017

Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Change Order No. 2 – Final Balancing
Contract #1 Lift Station No. 48 Expansion and Sewer Service Area Improvements
Improvement District #NR-16-A1

Dear Jim:

Enclosed please find three (3) copies of Change Order No. 2 for the above-referenced project for your review and approval. This Change Order pertains to the following changes to the project:

Item #1 ***Class 5 Material:*** Based on the poor soil conditions at Lift Station No. 48, PKG was directed to haul all excavated material offsite and backfill with engineered fill (Class 5). This resulted in 345 cubic yards of engineered fill being installed at the lift station site. Furnish and install costs of engineered fill material, per PKG quote, is $31.25 per cubic yard. This resulted in an increase of **$10,781.25**.

Item #2 ***Liquidated Damages:*** As stated in the SIB's, the contractor was allowed a 45-day lane closure allowance for the improvements along Brandt Drive. Based on the actual closure of 53 days, this results in a decrease of **$4,000.00** (8 days x $500/day) from the overall contract.

Item #3 ***Balancing Change Order:*** Based on the materials of which were installed, and the work complete, the Lift Station No. 48 Expansion and Service Area Improvements project resulted in an overall decrease of **$4,030.10** to the contract. Leaving the overall contract in an amount of $542,026.56.

The cost impact of Contract No. 1 is summarized in the following:

Item	Cost
1. Class 5 Material	$ 10,781.25
2. Liquidated Damages	($ 4,000.00)
3. Balancing Change Order	($ 4,030.10)
Total for Final Balancing Change Order =	**$ 2,751.15**

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue South • Fargo, ND 58104 • (t) 701-364-9111 • (f) 701-364-9979

Jim Hausauer, REHS
September 18, 2017
Re: Change Order No. 2 – Final Balancing
Contract #1 Lift Station No. 48 Expansion and Sewer Service Area Improvements
Improvement District #NR-16-A1
Page 2 of 2

Upon the City of Fargo's acceptance of Change Order No. 2, please sign and date the three (3) original copies. Retain one copy for your records and return the remaining two (2) copies to AE2S. AE2S will forward one (1) copy to PKG Contracting. AE2S will retain the remaining copy for our records. Please contact me if you have any questions or need additional information.

In Service,

AE2S

Jared Heller, PE
Project Manager

Cc: Tom Knakmuhs, PE, City of Fargo (E-mail)
John Gisvold, PKG (E-mail)

Enclosures:

1. PKG Letter (Engineered Fill/Class 5 Price)

PKG Contracting, Inc.
4301 South University Drive, Fargo, ND 58104
Phone (701) 232-3878 • Fax: (701) 232-3935
e-mail: admin@pkg-inc.com

John Gisvold
PKG Contracting, Inc
4301 South University Drive
Fargo, ND 58104

June 20, 2017

Aundie Softing
Advanced Engineering & Environmental Services, Inc.
4170 28th Avenue South
Fargo, ND 58104

Re: Lift Station No.48 Expansion and Sewer Service Area Improvements
City of Fargo, ND

Sub: Price per cy class 5

Dear Aundie :

PKG to furnish labor and material to install 345 cy of class 5 is $31.25 per cy.

Please contact me if you have any questions.

Sincerely,

John Gisvold
Project Manager

Change Order

No. 2

Date of Issuance: September 18, 2017 **Effective Date:** September 18, 2017

Project: Lift Station No. 48 Expansion and Sewer Service Area Improvements	**Owner:** City of Fargo	**Owner's Contract No.:** NR-16-A1
Contract: Contract No. 1 – General Construction		**Date of Contract:** May 09, 2016
Contractor: PKG Contracting		**Engineer's Project No.:** P00803-2014-025

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

Description:

During the excavation around the existing lift station, it was determined by the Engineer, Owner, and Contractor that the existing soil conditions were not suitable to be placed back as backfill around existing lift station and new valve vault. Instead of placing the existing poor soil, additional engineered fill (Class 5) was placed instead. A total of 345 cubic yards was placed. Also, this change order is the final balancing change order for the project. Included in this balancing change order are the liquidated damages applied to Brandt Drive.

Attachments: Letter from PKG Contracting Regarding Pricing for Engineered Fill (Class 5)

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 515,498.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 1:

$ 23,777.41

Contract Price prior to this Change Order:

$ 539,275.41

Increase of this Change Order:

$ 2,751.15

Contract Price incorporating this Change Order:

$ 542,026.56

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☑Working days ☐Calendar days

Substantial completion (days or date): October 31, 2016

Ready for final payment (days or date): November 30, 2016

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (days or date): November 18, 2016

Ready for final payment (days or date): May 31, 2017

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Times with all approved Change Orders:

Substantial completion (days or date): November 18, 2016

Ready for final payment (days or date): May 31, 2017

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Engineer (Authorized Signature)	By: Owner (Authorized Signature)	By: Contractor (Authorized Signature)
Date: 9/18/17	Date:	Date: 9-19-2017.

Approved by Funding Agency (if applicable): Date:

EJCDC No. C-941 (2002 Edition)
Prepared by the Engineers' Joint Contract Documents Committee and endorsed by the Associated Generl Contractors of America and the Construction Specifications Institute.

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NN-14-21 Type: Negative Final Balancing Change Order #3

Location: Timber Creek Addition Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, for Negative Final Balancing Change Order #3 in the amount of -$4,146.11, bringing the total contract amount to $1,199,689.08.

Staff is recommending approval of Negative Final Balancing Change Order #3.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #3.

RECOMMENDED MOTION
Approve Negative Final Balancing Change Order #3 in the amount of -$4,146.11 to R & R Excavating, Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous ☑	
Tim Mahoney, Mayor	☑	☑	☐		
Jim Gilmour, Director of Planning	☑	☑	☐		
Steve Dirksen, Fire Chief	☑	☑	☐		Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐		
Bruce Grubb, City Administrator	☑	☑	☐		
Ben Dow, Director of Operations	☑	☑	☐		
Steve Sprague, City Auditor	☑	☑	☐		
City Engineer	☑	☑	☐		Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐		

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	NN-14-21	**Change Order No**	3
Project Name	Storm Sewer Lift Station, Storm Sewer & Incidentals		
Date Entered	9/18/2017	**For**	R & R Excavating, 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: 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 ($)	C/O Ext Price ($)
Miscellaneous	6	F&I Decid Tree 1" Dia	EA	1.00	0.00	1.00	-1.00	0.00	370.39	-370.39
									Miscellaneous Sub Total ($)	-370.39
E&SC Control	12	F&I Splash Pad 6" Thick Reinf Conc	SY	20.80	0.00	20.80	-1.90	18.90	232.38	-441.52
	13	F&I Slope Protection 5" Thick Reinf Conc	SY	28.40	0.00	28.40	-7.30	21.10	207.63	-1,515.70
	15	Silt Fence - Heavy Duty	LF	240.00	0.00	240.00	-240.00	0.00	4.32	-1,036.80
	16	Inlet Protection - Existing Inlet	EA	6.00	0.00	6.00	-6.00	0.00	191.37	-1,148.22
	47	* Add fabric & rip rap next to splash pad in the retention pond	LS	0.00	0.00	0.00	1.00	1.00	533.50	533.50
									E&SC Control Sub Total ($)	-3,608.74
Paving	41	F&I Woven Geotextile	SY	81.50	0.00	81.50	-1.60	79.90	4.74	-7.58
	42	F&I Class 5 Agg - 9" Thick	SY	81.50	0.00	81.50	-1.60	79.90	21.84	-34.94
	43	F&I Pavement 8" Thick Reinf Conc	SY	81.50	0.00	81.50	-1.60	79.90	77.78	-124.45
									Paving Sub Total ($)	-166.98
	* NC Items								**Grand Total ($)**	**-4,146.11**

Summary

Source Of Funding

Net Amount Change Order # 3 ($) -4,146.11

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Previous Change Orders ($)	16,998.96
Original Contract Amount ($)	1,203,835.19
Total Contract Amount ($)	1,216,688.04

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
10/31/2015	0.00	10/31/2015

Description

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor 10/4/17

Attest

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-16-A1

Type: Negative Final Balancing Change Order #5

Location: 7th St N from 32nd Ave – 28th Ave & 28th Ave from 8th St to Bdwy

Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Negative Final Balancing Change Order #5 in the amount of -$31,583.90 bringing the total contract amount to $2,817,770.75.

Staff is recommending approval of Negative Final Balancing Change Order #5.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #5.

RECOMMENDED MOTION
Approve Negative Final Balancing Change Order #5 in the amount of -$31,583.90 to Robert Gibb & Sons.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments, Water, Sewer, St. Rehab

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous ☑	
Tim Mahoney, Mayor	☑	☑	☐		
Jim Gilmour, Director of Planning	☑	☑	☐		
Steve Dirksen, Fire Chief	☑	☑	☐		Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐		
Bruce Grubb, City Administrator	☑	☑	☐		
Ben Dow, Director of Operations	☑	☑	☐		
Steve Sprague, City Auditor	☑	☑	☐		
City Engineer	☑	☑	☐		Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐		

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Engineer ADE

Date: September 27, 2017

Re: Improvement District #BR-16-A1 – Negative Final Balancing Change Order # 5

Background:

Improvement District # BR-16-A1 Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals.

Attached is a final balancing change order in the amount of -$31,583.90. This reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Recommended Motion:

Approve the final balancing change order in the amount of -$31,583.90 to Robert Gibb.

ade/klo
Attachment

C: Thomas Knakmuhs

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-16-A1	Change Order No	5
Project Name	Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals		
Date Entered	9/26/2017	For	Robert Gibb & Sons 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:

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 ($)	C/O Ext Price ($)
HMGP Eligible	1	Remove Pavement All Thicknesses All Types	SY	4,700.00	0.00	4,700.00	1.00	4,701.00	6.00	6.00
	2	Remove Curb & Gutter	LF	3,075.00	0.00	3,075.00	-69.00	3,006.00	5.00	-345.00
	4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	180.00	0.00	180.00	-73.00	107.00	78.00	-5,694.00
	6	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	46.00	0.00	46.00	-40.00	6.00	87.00	-3,480.00
	7	F&I Pipe w/GB DR 25 - 30" Dia PVC	LF	2,920.00	0.00	2,920.00	-11.00	2,909.00	179.00	-1,969.00
	8	F&I Force Main - Fittings	LB	5,520.00	0.00	5,520.00	7,840.00	13,360.00	5.00	39,200.00
	12	Connect Sewer Service 10' to 15' Deep	EA	14.00	0.00	14.00	-4.00	10.00	1,100.00	-4,400.00
	13	Connect Sewer Service Option B	EA	5.00	0.00	5.00	-5.00	0.00	900.00	-4,500.00
	15	F&I Insulation 4" Thick	SY	50.00	0.00	50.00	-50.00	0.00	35.00	-1,750.00
	16	Subgrade Preparation	SY	5,900.00	0.00	5,900.00	12.00	5,912.00	4.00	48.00
	17	F&I Woven Geotextile	SY	5,900.00	0.00	5,900.00	12.00	5,912.00	3.00	36.00
	18	F&I Edge Drain 4" Dia PVC	LF	3,075.00	0.00	3,075.00	-69.00	3,006.00	9.00	-621.00
	19	F&I Class 5 Agg - 8" Thick	SY	5,900.00	0.00	5,900.00	12.00	5,912.00	14.00	168.00
	20	F&I Curb & Gutter Standard (Type II)	LF	3,075.00	0.00	3,075.00	-69.00	3,006.00	22.00	-1,518.00
	21	F&I Aggregate for Asph Pavement FAA 43	TON	2,050.00	0.00	2,050.00	-30.13	2,019.87	38.00	-1,144.94

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

HMGP Eligible	22	F&I Asphalt Cement PG 58-34	GAL	27,900.00	0.00	27,900.00	-3,830.56	24,069.44	2.50	-9,576.40
									HMGP Eligible Sub Total ($)	4,459.66
Sanitary Sewer	27	F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	20.00	0.00	20.00	46.00	66.00	51.00	2,346.00
	28	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	190.00	0.00	190.00	12.00	202.00	53.00	636.00
	29	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	92.00	0.00	92.00	-8.00	84.00	56.00	-448.00
	30	Connect Sewer Service Less Than 10' Deep	EA	1.00	0.00	1.00	1.00	2.00	800.00	800.00
	31	Connect Sewer Service 10' to 15' Deep	EA	5.00	0.00	5.00	2.00	7.00	1,100.00	2,200.00
	32	Connect Sewer Service Option B	EA	2.00	0.00	2.00	-2.00	0.00	900.00	-1,800.00
	33	Connect Sewer Service Option C	EA	2.00	0.00	2.00	4.00	6.00	1,000.00	4,000.00
	35	Rem & Repl Wye 8"x6" PVC	EA	2.00	0.00	2.00	1.00	3.00	650.00	650.00
									Sanitary Sewer Sub Total ($)	8,384.00
Water Main Replacement	36	Remove Pipe All Sizes All Types	LF	1,500.00	0.00	1,500.00	-505.00	995.00	8.00	-4,040.00
	37	F&I Fittings Ductile Iron	LB	9,405.00	0.00	9,405.00	3,470.00	12,875.00	1.50	5,205.00
	38	F&I Hydrant	EA	9.00	0.00	9.00	-1.00	8.00	5,800.00	-5,800.00
	39	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	40.00	0.00	40.00	-8.00	32.00	70.00	-560.00
	40	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	135.00	0.00	135.00	16.00	151.00	74.00	1,184.00
	41	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	230.00	0.00	230.00	-73.00	157.00	76.00	-5,548.00
	42	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	65.00	0.00	65.00	-2.00	63.00	78.00	-156.00
	43	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	3,240.00	0.00	3,240.00	-3.00	3,237.00	62.00	-186.00
	48	F&I CS & Box 1" Dia	EA	46.00	0.00	46.00	-1.00	45.00	300.00	-300.00
	51	F&I Pipe w/GB 1" Dia Copper	LF	1,250.00	0.00	1,250.00	78.00	1,328.00	25.00	1,950.00
	53	F&I Pipe w/GB 2" Dia Copper	LF	35.00	0.00	35.00	3.00	38.00	35.00	105.00
	54	Transfer Water Svc	EA	49.00	0.00	49.00	4.00	53.00	460.00	1,840.00
	55	Furnish Temp Water Svc	EA	49.00	0.00	49.00	1.00	50.00	350.00	350.00

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Water Main Replacement	56	F&I Insulation 2" Thick	SY	35.00	0.00	35.00	-35.00	0.00	15.00	-525.00
	57	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200.00	0.00	200.00	-200.00	0.00	14.00	-2,800.00
									Water Main Replacement Sub Total ($)	-9,281.00
Storm Sewer	58	Remove Pipe All Sizes All Types	LF	850.00	0.00	850.00	-49.00	801.00	8.00	-392.00
	65	F&I Pipe w/GB 12" Dia Reinf Conc	LF	640.00	0.00	640.00	-15.00	625.00	67.00	-1,005.00
	66	F&I Pipe w/GB 15" Dia Reinf Conc	LF	60.00	0.00	60.00	-18.00	42.00	69.00	-1,242.00
	67	F&I Pipe w/GB 18" Dia Reinf Conc	LF	114.00	0.00	114.00	-24.00	90.00	76.00	-1,824.00
	68	F&I Pipe w/GB 21" Dia Reinf Conc	LF	51.00	0.00	51.00	-7.00	44.00	84.00	-588.00
									Storm Sewer Sub Total ($)	-5,051.00
Paving	69	Remove Pavement All Thicknesses All Types	SY	6,950.00	0.00	6,950.00	-121.00	6,829.00	6.00	-726.00
	70	Remove Curb & Gutter	LF	3,600.00	0.00	3,600.00	-135.00	3,465.00	4.00	-540.00
	71	Remove Driveway All Thicknesses All Types	SY	1,500.00	0.00	1,500.00	148.00	1,648.00	6.00	888.00
	72	Remove Sidewalk All Thicknesses All Types	SY	2,800.00	0.00	2,800.00	-481.00	2,319.00	6.00	-2,886.00
	73	Subgrade Preparation	SY	7,300.00	237.00	7,537.00	-346.00	7,191.00	4.00	-1,384.00
	74	F&I Woven Geotextile	SY	6,850.00	237.00	7,087.00	-83.00	7,004.00	3.00	-249.00
	75	F&I Class 5 Agg - 6" Thick	SY	450.00	0.00	450.00	-263.00	187.00	10.00	-2,630.00
	76	F&I Class 5 Agg - 8" Thick	SY	6,850.00	237.00	7,087.00	-83.00	7,004.00	12.00	-996.00
	77	F&I Edge Drain 4" Dia PVC	LF	3,600.00	0.00	3,600.00	-135.00	3,465.00	6.00	-810.00
	78	F&I Curb & Gutter Standard (Type II)	LF	3,600.00	0.00	3,600.00	-135.00	3,465.00	22.00	-2,970.00
	79	F&I Sidewalk 4" Thick Reinf Conc	SY	2,000.00	0.00	2,000.00	-62.00	1,938.00	49.00	-3,038.00
	80	F&I Sidewalk 6" Thick Reinf Conc	SY	850.00	0.00	850.00	-468.00	382.00	58.00	-27,144.00
	81	F&I Impressioned 6" Thick Reinf Conc	SY	200.00	0.00	200.00	197.00	397.00	80.00	15,760.00
	82	F&I Det Warn Panels Cast Iron	SF	336.00	0.00	336.00	-56.00	280.00	52.00	-2,912.00
	83	F&I Driveway 6" Thick Reinf Conc	SY	1,300.00	0.00	1,300.00	-40.00	1,260.00	60.00	-2,400.00
	84	F&I Driveway 7" Thick Reinf Conc	SY	380.00	0.00	380.00	474.00	854.00	65.00	30,810.00
	85	F&I Aggregate for Asph Pavement FAA 43	TON	2,550.00	100.00	2,650.00	-308.83	2,341.17	38.00	-11,735.54

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	86	F&I Asphalt Cement PG 58-34	GAL	34,850.00	1,280.00	36,130.00	-8,188.70	27,941.30	2.50	-20,471.75
	87	Casting to Grade - Blvd	EA	4.00	0.00	4.00	1.00	5.00	200.00	200.00
	90	GV Box to Grade - Blvd	EA	12.00	0.00	12.00	-2.00	10.00	180.00	-360.00
	91	GV Box to Grade - no Conc	EA	13.00	0.00	13.00	2.00	15.00	220.00	440.00
	94	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	690.00	-690.00
	95	Seeding Type B	SY	8,000.00	0.00	8,000.00	-674.00	7,326.00	0.45	-303.30
	96	Mulching Type 1 - Hydro	SY	8,000.00	0.00	8,000.00	-674.00	7,326.00	0.50	-337.00
	97	Weed Control Type B	SY	8,000.00	0.00	8,000.00	-674.00	7,326.00	0.08	-53.92
	99	Inlet Protection - New Inlet	EA	31.00	0.00	31.00	-10.00	21.00	200.00	-2,000.00
	101	Temp Construction Entrance	EA	2.00	0.00	2.00	-2.00	0.00	2,400.00	-4,800.00
	114	* Extra- Saw Cutting	LS	0.00	0.00	0.00	513.00	513.00	10.00	5,130.00
									Paving Sub Total ($)	-36,208.51
Street Lighting	104	F&I Innerduct 1.5" Dia	LF	4,377.00	0.00	4,377.00	326.00	4,703.00	4.20	1,369.20
	105	F&I Conductor #6 USE Cu	LF	12,699.00	0.00	12,699.00	525.00	13,224.00	1.50	787.50
	106	F&I Base 5' Deep Reinf Conc	EA	35.00	0.00	35.00	2.00	37.00	450.00	900.00
	115	* Extra - F&I Pull Box	EA	0.00	0.00	0.00	3.00	3.00	825.00	2,475.00
									Street Lighting Sub Total ($)	5,531.70
Signing	109	F&I Sign Assembly	EA	6.00	0.00	6.00	4.00	10.00	88.00	352.00
	110	F&I Sign Assembly & Anchor	EA	18.00	0.00	18.00	1.00	19.00	88.00	88.00
	111	F&I Diamond Grade Cubed	SF	95.25	0.00	95.25	26.85	122.10	25.00	671.25
	112	F&I Engineering Grade	SF	45.00	0.00	45.00	-26.50	18.50	20.00	-530.00
									Signing Sub Total ($)	581.25
	* NC Items								Grand Total ($)	-31,583.90

Summary	
Source Of Funding	
Net Amount Change Order # 5 ($)	-31,583.90
Previous Change Orders ($)	12,809.25

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Original Contract Amount ($)	2,849,354.65
Total Contract Amount ($)	2,830,580.00

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
11/01/2016	0.00	11/01/2016

Description

APPROVED Greg Gibb	Greg Gibb	APPROVED DATE	
For Contractor Robert Gibb & Sons		Department Head	10/4/17
Title VP		Mayor	
		Attest	

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NN-15-A1 Type: Negative Final Balancing Change Order #4

Location: Area south of 52nd Ave S, west of Drain 53, north of 64th Ave S & east of I-29

Date of Hearing: 10/2/2017

Routing	Date
City Commission	10/9/2017
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, for Negative Final Balancing Change Order #4 in the amount of -$12,735.50 bringing the total contract amount to $1,192,714.50.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Tim Mahoney, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION
Approve Negative Final Balancing Change Order #4 in the amount of -$12,735.50 to Key Contracting, Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
Letter of Credit required (per policy approved 5-28-13)	N/A	

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Jim Gilmour, Director of Planning	☑	☑	☐	
Steve Dirksen, Fire Chief	☑	☑	☐	Ryan Erickson
Mark Bittner, Director of Engineering	☑	☐	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
City Engineer	☑	☑	☐	Brenda Derrig
Kent Costin, Finance Director	☑	☑	☐	

ATTEST:

Brenda E. Derrig, P.E.
Division Engineer

C: Kristi Olson

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	NN-15-A1	**Change Order No**	4
Project Name	Storm Sewer Lift Station & Incidentals		
Date Entered	9/19/2017	**For**	Key Contracting Inc

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

EXPLANATION OF CHANGE: Final Quantities

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 ($)	C/O Ext Price ($)
Miscellaneous	2	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	1,200.00	-1,200.00
	8	Seeding Type B	SY	9,500.00	0.00	9,500.00	-4,750.00	4,750.00	0.50	-2,375.00
	9	Mulching Type 1 - Hydro	SY	9,500.00	0.00	9,500.00	-4,750.00	4,750.00	0.50	-2,375.00
	16	F&I Rip Rap Precast Conc	SY	200.00	0.00	200.00	-29.00	171.00	100.00	-2,900.00
									Miscellaneous Sub Total ($)	-8,850.00
Paving	19	Inlet Protection - Existing Inlet	EA	2.00	0.00	2.00	-2.00	0.00	300.00	-600.00
	20	Remove Pavement All Thicknesses All Types	SY	50.00	0.00	50.00	-50.00	0.00	9.00	-450.00
	21	Remove Curb & Gutter	LF	25.00	0.00	25.00	-4.00	21.00	10.00	-40.00
	22	Subgrade Preparation	SY	340.00	0.00	340.00	-340.00	0.00	3.00	-1,020.00
	23	F&I Curb & Gutter Mountable (Type I)	LF	25.00	0.00	25.00	-4.00	21.00	25.00	-100.00
	24	F&I Pavement 7" Thick Reinf Conc	SY	340.00	147.50	487.50	-20.50	467.00	63.00	-1,291.50
	26	F&I Woven Geotextile	SY	340.00	0.00	340.00	-194.00	146.00	3.00	-582.00
	27	F&I Class 5 Agg - 9" Thick	SY	340.00	300.00	640.00	-2.00	638.00	21.00	-42.00
									Paving Sub Total ($)	-4,125.50
Storm Sewer	28	Remove Pipe All Sizes All Types	LF	225.00	0.00	225.00	60.00	285.00	85.00	5,100.00
	36	Subcut	CY	150.00	0.00	150.00	-150.00	0.00	12.00	-1,800.00
	37	Fill - Import	CY	200.00	0.00	200.00	-200.00	0.00	18.00	-3,600.00

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Storm Sewer	38	Fill - Haul	CY	350.00	370.00	720.00	30.00	750.00	18.00	540.00
								Storm Sewer Sub Total ($)		240.00

Summary

Source Of Funding	
Net Amount Change Order # 4 ($)	-12,735.50
Previous Change Orders ($)	45,601.40
Original Contract Amount ($)	1,205,450.00
Total Contract Amount ($)	1,238,315.90

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

CONTRACT TIME

Current Completion Date	Additional Days	New Completion Date
10/31/2016	0.00	10/31/2016

Description

APPROVED

For Contractor Key Contracting

Title Vice President

APPROVED DATE

Department Head

Mayor 10/4/17

Attest