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

- A. Pledge of Allegiance.
- B, Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 11, 2017).

## CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 9/11/17:
  - a. Amending Section 25-1509, of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
  - b. Rezoning Certain Parcels of Land Lying in Silverleaf Third Addition.
  - c. Rezoning Certain Parcels of Land Lying in BNG Addition.
- 2. Receive and file Summons in the matter of Deutsche Bank and Trust Company Americas as Indenture Trustee for the registered holders of Saxon Asset Securities Trust 2005-3 Mortgage Loan Asset Backed Notes, Series 2005-3 v. City of Fargo, Terrie L. and Virgil J. Grenz and Does 1-10.
- 3. Receive and file General Fund Budget to Actual through August 31, 2017 (unaudited).
- 4. Site authorization for Northern Prairie Performing Arts at Space Aliens Fargo.
- 5. Applications for Games of Chance:
  - a. CCRI, Inc. for a raffle on 11/21/17; Public Spirited Resolution.
  - b. NDSU Foundation and Alumni Association for a raffle on 9/30/17.
  - c. El Zagal Holding Company for a raffle on 2/17/18.
  - d. The Village Family Service Center for a raffle and raffle board on 11/10/17.
  - e. Kappa Psi Co-ed Pharmaceutical Fraternity for a raffle on 10/23/17.
  - f. Lewis and Clark Elementary PTA for a raffle and bingo on 10/13/17.
- 6. Tax exemptions for improvements made to buildings:
  - a. Mary Michael N. and Jonathan M. Hedin, 1346 3rd Street North (5 year).
  - b. Troy T. and Alison M. Becker, 1413 8th Street South (5 year).
  - c. Stephanie Sokolofsky, 3226 Par Street North (5 year).
  - d. Jonathan M. Pikalek and Stephanie M. Hanson, 2807 Longfellow Road North (5 year).
  - e. Darren N. Dunlop and Donna L. Heck, 1643 Plumtree Road North (5 year).
  - f. Kevin H. and Karen A. Wilson, 1009 19th Avenue South (5 year).
  - g. Mark L. and Nancy L. Koehn, 2914 Southgate Drive South (5 year).
  - h. Jason T. Wollum and Stephanie A. Hansen, 218 21st Avenue North (5 year).
  - i. John L. and Sharon E. Matejcek, 114 16th Avenue North (5 year).

- Page 2 j. Harold and Lila D. Unruh, 1020 5th Street North (5 year).
  - k. Scott W. Pryor and Amy E. Rand, 1122 7th Street North (5 year).
  - I. Elmer H. and Clara J. Mueller, 1533 4th Street North (5 year).
  - m. James Fletcher, 1317 1st Avenue North (5 year).
  - n. James Fletcher, 1629 2nd Avenue South (5 year).
  - 7. Bid awards for custodial services at seven City building locations for three-year contracts.
  - 8. Notice of Grant Award from ND Department of Health for 2018 expenses and revenues for increasing breastfeeding rates/reducing overweight and obesity program (CFDA #93.994).
  - 9. Notice of Grant Award from ND Department of Health for 2017 expenses and revenues for increasing breastfeeding rates/reducing overweight and obesity program (CFDA #93.994).
  - 10. Purchase of Service Agreement with the ND Department of Human Services for substance abuse prevention (2017 expenses and revenues).
  - 11. Purchase of Service Agreement with the ND Department of Human Services for substance abuse prevention (2018 expenses and revenues).
  - 12. Notice of Grant Award from ND Department of Health for the chronic disease program (CFDA #93.758).
  - 13. Grant Agreement with Lutheran Social Services of ND for refugee health services and interpreters.
  - 14. Agreement for Statewide Tobacco Prevention Public Education Campaign with the Upper Missouri District Health Unit.
  - 15. Notice of Grant Award Amendment from ND Department of Health for Tobacco Prevention and Control Program.
  - 16. Service Agreement with Fargo Public Schools Department of Support Services for nursing care services for special education students during the 2017-2018 school year.
  - 17. Agreement for Services with Samantha Nienow for online training.
  - 18. Notice of Grant Award from the ND Department of Health for the WIC Program (CFDA #10.557).
  - 19. Resolution approving Plat of Lime Addition.
  - 20. Guaranty with Beyond Shelter, Inc., Church Townhomes Partners, LLLP and Renaissance Partners, LLLP.
  - 21. Change Orders for the City Hall Project:
    - a. No. 11 for an increase of \$20,801.25 for the general contract.
    - b. No. 12 for an increase of \$5,000.00 for the general contract.
    - c. No. 7 for an increase of \$1,359.00 for the electrical contract.
    - d. No. 8 for an increase of \$1,744.00 for the electrical contract.
  - 22. Bid award for Street Lighting Materials (RFP17266).
  - 23. Text Amendment to the Fargo Infrastructure Funding Policy to read "Base unit is a calculation of a three year running average of a minimum arterial width of forty feet or actual road width if less than forty feet".

- Page<sup>2</sup>. Time extension to 12/1/17 for Project No. FM-15-B2.
  - 25. Final Balancing Change Order No. 1 for an increase of \$19,767.00 for Project No. TR-15-C1.
  - 26. Negative Final Balancing Change Order No. 2 in the amount of -\$9,168.85 for Project No. FM-15-A1.
  - 27. Bid awards for Project Nos. FM-17-B1 and TR-17-A1.
  - 28. Bid advertisement for Project No. FP-17-A.
  - 29. Contract and bond for Project No. FM-14-63.
  - 30. Bid award for FF&E for the Police Department Remodeling Project at the Border States Electric Building.
  - 31. Bills.
  - 32. Memorandum of Offer to Landowner for a permanent easement (street and utility) from Elwood Jay Brand for Improvement District No. BN-17-A1.
  - 33. Memorandum of Offer to Landowner for a permanent easement (street and utility) from Elwood Jay Brand and Bruce Brand for Improvement District No. BN-17-A1.
  - 34. Infrastructure request to create Improvement District No. BN-16-H1.
  - 35. Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. PR-17-B1.
  - 36. Amended Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. QN-17-A1.
  - 37. Change Order No. 1 for an increase of \$21,637.96 for Improvement District No. PR-17-H1.
  - 38. Negative Final Balancing Change Order No. 1 in the amount of -\$15,747.74 for Improvement District No. TN-16-C1.
  - 39. Time Extension to 11/16/17 for Improvement District No. PR-17-H1.
  - 40. Contract Amendment No. 1 for an increase of \$62,000.00 for Improvement District No. BR-18-B2.
  - 41. 2017 CIP change to include the addition of Improvement District No. SN-16-C1.
  - 42. Sole Source Procurement for five BNSF Railroad Utility Crossing licenses in the amount of \$31,000.00 for Improvement District No. BN-17-A1 (SSP17278).
  - 43. Sole Source Procurement for two BNSF Railroad Utility Crossing licenses in the amount of \$9,000.00 for Improvement District No. BN-17-B1 (SSP17278).
  - 44. Bid award for Improvement District No. AN-17-G1.
  - 45. Create Improvement District Nos. BN-16-H and SN-16-C.

## Page 4 REGULAR AGENDA:

- 46. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
  - a. Costs totaling \$3,837,546.00.
  - b. Costs totaling \$1,501,080.00
- 47. Recommendation to reappoint Karen Moore to the Housing and Redevelopment Authority.
- 48. Public Hearings 5:15 pm:
  - Application filed by The Edge Artist Flats, LLC for a payment in lieu of tax exemption (PILOT) for a project located at 1321 5th Avenue North which the applicant will use in the operation of a low income apartment project.
  - b. Application filed by Juice Blends Fargo, LLC d/b/a Juice It Smoothie & Juice Bar for a Class "F" Alcoholic Beverage License at 64 Broadway, Suite 101.
  - c. Application filed by Wild Terra Cider and Brewing Company LLC d/b/a Wild Terra Cider and Brewing Company for a Class "C-W-P" Alcoholic Beverage License at 6 12th Street North.
  - d. Special assessments for the maintenance of the Skyway System; continued from 8/14/17 Regular Meeting.
  - e. Reeves Addition (502 University Drive North and 1321 5th Avenue North); approval recommended by the Planning Commission on 9/5/17:
    - 1. Zoning Change from GC, General Commercial to DMU, Downtown Mixed-Use with a C-O, Conditional Overlay.
    - 2. 1st reading of rezoning Ordinance.
  - f. Text Amendment to amend Section 20-04 of the Fargo Municipal Code (Land Development Code) relating to the regulation of self-service storage in the DMU, Downtown Mixed Use, zoning district; approval recommended by the Planning Commission on 9/5/17:
    - 1. 1st reading of Ordinance.
  - g. Vacation of Public Utility Easement on Lots 1-3, Block 3, Jerstad-Thompson First Subdivision (2836 44th Avenue North).
  - h. CONTINUED to 10/9/17 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.
- 49. Appointments to the Fargo Youth Initiative for the 2017-2018 school year.
- 50. Bid award for Project No. WA1510; continued from the 9/25/17 Regular Meeting.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 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 Citv of Farao web site at FaraoND.aov/citvcommission.

## Page 5

## OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

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## ORDINANCE NO.

	AN ORDINANCE AMENDING SECTION 25-1509, OF ARTICLE 25-			
1	15 OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE RELATING TO ALCOHOLIC BEVERAGES			
2	WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in			
3	accordance with Chapter 40-05.1 of the North Dakota Code; and,			
4	WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City			
5	shall have the right to implement home rule powers by ordinance; and,			
6	WHEREAS, Section 40-05.1-05 of the North Dakota Century Code provides that said			
7	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,			
8	WHEREAS, the Board of City Commissioners deems it necessary and appropriate			
9	implement such authority by the adoption of this ordinance;			
10	NOW, THEREFORE,			
11	Be It Ordained by the Board of City Commissioners of the City of Fargo:			
12	Section 1. Amendment.			
13	Section 25-1509 of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby			
14	amended to read as follows:			
15	<ul> <li>25-1509. <u>Restrictions on sale, service or dispensing of alcoholic beverages</u></li> <li>A. No licensee, his agent or employee, shall sell, serve or dispense any</li> </ul>			
16	alcoholic beverage to a person under 21 years of age; and no licensee, his			
17	agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.			
18	B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or			
19	dispensed; nor shall anyone under the age of 21 years be employed in any			
20	portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For			
21	purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.			
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### ORDINANCE NO.

C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the room in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. Any person who is employed by the restaurant as a food waiter, food waitress, busboy or busgirl may not engage in the sale, dispensing, delivery or consumption of alcoholic beverages; provided, that any person who is between 18 and 21 years of age may be employed by the restaurant to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person 21 or more years of age. A law enforcement officer, or person cooperating with and under the control of such law enforcement officer, under the age of 21 years may enter premises where alcoholic beverages are sold, dispensed, or consumed in the performance of an official duty. Any establishment where alcoholic beverages are sold may employ persons from 18 to 21 years of age to work in the capacity of musicians under the direct supervision of a person over 21 years of age. Any person under 21 years of age may enter and remain on the license premises if the person is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering or consuming alcoholic beverages, or if the individual enters the premises for training, education, or research purposes under the supervision of an individual twenty-one or more years of age with prior notification of the local licensing authority. Any person under 21 years of age may remain in the area of and event where beer, wine, or sparkling wine is sold in accordance with the conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance § 25-1506(G)(4).

- D. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold when accompanied by a parent or legal guardian, whether or not the restaurant is separated from the room in which alcoholic beverages are opened or mixed and whether or not gross sales of food are equal to gross sales of alcoholic beverages. For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code.
- E. No Class "B" or Class "D" licensee shall permit the opening or consumption of alcoholic beverages upon the licensed premises; provided, that a Class "B" licensee may permit the sampling of alcoholic beverages upon the

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ORDINANCE NO.

licensed premises without charge to the consumer.

- F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages after 2:00 a.m. on Sundays, before 11:00 eleven a.m. on Sundays, or between the hours of 2:00 a.m. and 8:00 a.m. on all other days of the week; nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 12:00 noon on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.
- G. All licensed premises shall be closed and locked not more than one-half hour after the termination of business hours as specified in subsection (F) of this section and no persons shall be permitted to remain on said premises thereafter except for the owner and his employees for normal cleaning and maintenance activities; provided, that a licensee may remain open for the purpose of providing food service and operate its entertainment business, provided, however, that the licensee must comply with all other terms of Article 25 and those of its State of North Dakota liquor license.
- H. No license to sell alcoholic beverages under the provisions of this article shall entitle the holder thereof to carry on such business at more than one location under any one license and each license shall contain a legal description of the place where the holder thereof operates such business; provided, however, the foregoing provision shall not apply in the case where a licensee, in addition to his regular license, is granted a Class "E" license to engage in the sale of alcoholic beverages at the place designated in the Class "E" license. In addition, the provisions of this subsection shall not apply to any licensee serving alcoholic beverages at the city auditorium or the Fargo Municipal Code; provided, however, that all other provisions of this article and all other ordinances of the city of Fargo, not inconsistent herewith, shall apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome.
- I. No licensee, his agent or employee shall sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items, and

## ORDINANCE NO.

prepackaged sandwiches, pizza and similar food products which are prepared and packaged off the licensed premises; provided, that this prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code.

- J. Any licensee holding a Class "AB", Class "ABH, Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W" or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.
- K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.

\* \* \* \*

Section 2. Penalty.

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

## OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.

Section 3. Effective Date.

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

Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading: Second Reading: Final Passage: Publication:

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## OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.

## AN ORDINANCE REZONING CERTAIN PARCELS OF LAND LYING IN SILVERLEAF THIRD ADDITION. FARGO, CASS COUNTY, NORTH DAKOTA WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Silverleaf Third Addition, Fargo, Cass County, North Dakota; and. WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on July 6, 2017; and, WHEREAS, the rezoning changes were approved by the City Commission on September 11, 2017, 10 NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo: 12 Section 1. The following described property: 13 14 All of Silverleaf Third Addition to the City of Fargo, Cass County, North Dakota, 15 is hereby rezoned from "AG", Agricultural, to "SR-2", Single-Dwelling Residential, District; 16 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. 18

## Page 11

## OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

ORDINANCE NO.

1	<u>Section 3</u> . This ordinance shall be in full force and effect from and after its passage and approval.
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5	Timothy I. Mahanay Mayor
6	(SEAL) Timothy J. Mahoney, Mayor
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8	Attest:
9	First Reading:
10	Steven Sprague, City AuditorSecond Reading:Final Passage:
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## Page 12

## OFFICE OF THE CITY ATTORNEY FARGO, NORTH DAKOTA

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

1	AN ORDINANCE REZONING CERTAIN
2	PARCELS OF LAND LYING IN BNG ADDITION
3	TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
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5	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 lond lying in PNG Addition to the City of Fargo Courts Marth Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the Data to the City of Fargo Courts and the City of F
6	parcels of land lying in BNG Addition to the City of Fargo, Cass County, North Dakota; and,
7	WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 5, 2017; and,
8	WHEREAS the receives abareas more anneal built of the Chinese in the
9	WHEREAS, the rezoning changes were approved by the City Commission on September 11, 2017,
10	NOW, THEREFORE,
11	Be It Ordained by the Board of City Commissioners of the City of Fargo:
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13	Section 1. The following described property:
14	Lot Two (2), Block One (1), BNG Addition to the City of Fargo, Cass County, North Dakota;
15	is hereby rezoned from "LC", Limited Commercial, District with a "C-O", Conditional Overlay, as
16	set forth in Ordinance Number 4900, to "GO", General Office, District and retaining said "C-O",
17	Conditional Overlay.
18	<u>Section 2</u> . 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.
19	office so as to conform with and carry out the provisions of this ordinance.
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ORDINANCE NO.

	Section 3. This ordinance shall be in full force and effect from and after its passage and
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4	Time they I. M. L.
5	(SEAL) Timothy J. Mahoney, Mayor
6	Attest:
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8	First Reading:
9	Steven Sprague, City Auditor       Second Reading:         Final Passage:       Final Passage:
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## IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS IN THE DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT

DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3,	SUMMONS CIVIL NUMBER:
Plaintiff, v.	
City of Fargo, North Dakota, a Municipal Corporation, Terrie L. Grenz, Virgil J. Grenz, and Does 1-10,	
Defendants.	

1. To the above mentioned Defendants including all persons unknown, claiming any estate or interest in, or lien or encumbrance upon, the real estate described in the complaint.

2. You are hereby summoned to appear and defend against the Complaint in this action, which has been filed with the Clerk of Court and is herewith served upon you, by serving upon the undersigned a copy of an Answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, Judgment by default will be taken against you for the relief demanded in the Complaint. The original Complaint is filed with the Clerk of the District Court in the County in which this action is commenced.

3. This action relates to the foreclosure of a mortgage upon the following described real property in the County of Cass, State of North Dakota:

The East 28 feet of the North 120.6 feet of Lot 1, Block 6, of FULLER'S ADDITION to the City of Fargo, situate in the County Cass and the State North Dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of

46952.SUMMONS

said Lot 1,

Property Address: 1450 1st Avenue South, Fargo, ND 58103

4. The Plaintiff is not seeking a personal judgment against the above-named

Defendants.

DATED this <u>31</u> day of August, 2017.

Benjamin J. Mann 376 East 400 South, Suite 300 Salt Lake City, UT 84111 Tel: 801-355-2886 Fax: 801-328-9714 Email: benjamin@hwmlawfirm.com Bar Number: 08371 HWM: 46952

## IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS IN DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT

DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3,		AFFIDAVIT REGARDING UNKNOWN PERSONS CIVIL NUMBER:
Pla v,	aintiff,	
City of Fargo, North Dakota, a Municipal Corporation, Terrie L. Grenz, Virgil J. Grenz, and Does 1-10,		
De	fendants.	
STATE OF UTAH	) :ss	

COUNTY OF SALT LAKE )

The undersigned Attorney, being first duly sworn on oath, deposes and says: That
I am the attorney for the Plaintiff and I make this Affidavit for and on Plaintiff's behalf in the
above entitled action:

2. Affiant further says that as to all Defendants proceeded against as "And all persons unknown, claiming any estate or interest in, or lien or encumbrance upon, the real estate described in the complaint" the interests of such unknown persons defendant in the Property described in the complaint are not shown of record in the office of the recorder, the clerk of the district court, or the county auditor of Cass County, that being the county in which the land is situated, and affiant does not know and is unable to ascertain the names, residences, or post-office addresses of any of the persons who are proceeded against as unknown persons defendant; that the relief sought in this action consists wholly or partially in excluding the unknown defendants from any interest in or lien upon the real estate described in the complaint except the

46952.AFFIDAVIT

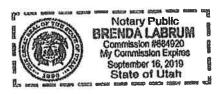
right of redemption as provided by law.

DATED this <u>315+</u> day of August, 2017.

Bénjamin J. Mann Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 Tel: 801-355-2886 Fax: 801-328-9714 Email: benjamin@hwmlawfirm.com Bar Number: 08371 HWM: 46952

STATE OF UTAH ) :ss COUNTY OF SALT LAKE )

Sworn to before me and subscribed in my presence, this 3/ day of August, 2017



Notary Public State of Utah County of Salt Lake

## IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS IN THE DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT

DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3,	COMPLAINT FOR JUDICIAL FORECLOSURE CIVIL NUMBER:
Plaintiff,	
ν.	
City of Fargo, North Dakota, a Municipal Corporation, Terrie L. Grenz, Virgil J. Grenz, and Does 1-10,	
Defendants.	

Plaintiff, by and through its attorney of record, Benjamin J. Mann of Halliday, Watkins & Mann, P.C., files this Complaint for Judicial Foreclosure and alleges as follows:

1. On or about May 31, 2005, Defendant(s) Virgil Grenz and Terrie L. Grenz executed and delivered to River Funding Corporation, a promissory note in the original principal amount of \$53,000.00 (the "Note"). A copy of the Note is attached as Exhibit "A" and made a part hereof.

2. To secure payment of the Note, Defendant(s) Virgil Grenz and Terrie L. Grenz, as the mortgagors, executed and delivered to River Funding Corporation, as the mortgagee, a mortgage bearing the same date as the Note (the "Mortgage") encumbering real property situated in Cass County, North Dakota (the "Property"). The Property has an address of 1450 1st Avenue South, Fargo, ND 58103, and is more particularly

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Page 1 of 6

described as follows:

The East 28 feet of the North 120.6 feet of Lot 1, Block 6, of FULLER'S ADDITION to the City of Fargo, situate in the County Cass and the State North Dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of said Lot 1.

3. Plaintiff is the current holder of the Note and beneficial interest under the Mortgage. The Mortgage and any assignments and/or modifications were filed/recorded in the Office of the County Clerk/Recorder of Cass County, North Dakota as follows: Mortgage recorded on June 9, 2005, as Instrument No. 1139868. A copy of the Mortgage and referenced above is attached as Exhibit "B" and made a part hereof.

4. Defendants Does 1-10 are persons or entities unknown, claiming an estate or interest in, or lien, or encumbrance upon, the Property, who are unknown at the time of the commencement of this action.

5. A copy of the title report (including any updates) relied upon and used in the preparation of this complaint is attached hereto as Exhibit "C" and made a part thereof. The estates, liens, encumbrances and other claims or interests of Defendants include, but are not limited to, those disclosed by said report.

6. The Note and Mortgage, among other things, require the mortgagors to pay monthly payments of principal and interest, property taxes and assessments, insurance premiums and late charges. The Note and Mortgage also contain a power of sale, the right to accelerate the amounts secured by the Note and Mortgage and the right to foreclose on the Property after default, and for the collection of all amounts owing and/or advanced under the Note and Mortgage as well as the costs and expenses of foreclosure and any sums reasonably expended by Plaintiff for the protection and preservation of the Property not otherwise prohibited by the laws of North Dakota.

7. The Property is not agricultural land so the redemption period is 60 days from the date of the sheriff's sale.

8. Defendant(s) Virgil Grenz and Terrie L. Grenz has/have failed to remit one or more monthly payments required by the Note and Mortgage and are in default thereunder.

9. The notice before forcelosure as required by N.D.C.C. §32-19-20 was served by publication in The Forum upon the title owner(s) of record of the Property, Defendant(s) Virgil Grenz and Terrie L. Grenz, on July 17, 2017. A copy of the notice(s) and Affidavit of Publication is attached as Exhibit "D" and made a part hercof.

10. Plaintiff has elected to accelerate the payments due under the Note and Mortgage and does hereby declare the entire unpaid principal balance and interest, as well as any advances for real estate taxes, assessments and insurance premiums, late charges and other charges, costs and expenses to be immediately due and payable as follows:

Principal	\$48,156.35
Interest	\$15,037.19
Escrow Advance	\$6,350.11
Property Inspection Fee	\$171.50
Foreclosure Expense	\$362.07
Property Maintenance Expense	\$10,649.22
Title Report Fee	\$900.00

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Property Valuation Expense	\$727.95
Certified Mail Cost	\$6.53
Late Charges	\$226.11
Grand Total	\$82,587.03

11. There is also due interest accruing hereafter on the unpaid principal balance until paid at the rate of \$9.03 per day, plus any additional advances, charges, costs, and expenses incurred through the date of the sheriff's sale of the Property.

12. No other proceedings at law or otherwise for recovery of the debt secured by the Note and Mortgage are pending.

13. No personal claim is made against any Defendant except for attorney's fees and other costs incurred by Plaintiff as a result of that Defendant's unreasonable defense of this action, but only to the extent permitted by the laws of North Dakota.

14. The Property is one parcel and/or a contiguous tract of land and therefore should be sold as one parcel.

15. Any and all claims, liens and interests of Defendants with respect to the Property are junior, inferior and subordinate to the lien of Plaintiff's Mortgage.

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court grant a foreclosure judgment for the amounts owing under the Note and Mortgage in the sum of \$82,587.03, plus accruing interest through the date of the sheriff's sale of the Property at the rate of \$9.03 per day.

2. That the judgment amount be further augmented through the date of the

sale of the Property by the amount of any additional advances for unpaid property taxes, assessments and insurance premiums, or otherwise advanced for the protection and preservation of the Property, and by the amount of all other charges, costs and expenses incurred by the Plaintiff, plus interest thereon.

3. That Plaintiff's Mortgage is a valid and lawful mortgage lien against the Property, that the estates, liens, encumbrances and other claims or interests of Defendants in and to the Property, and of all persons claiming by, from, through or under the Defendants, are junior, inferior and subordinate to the lien of Plaintiff's Mortgage, and that Plaintiff's Mortgage is in all respects superior and paramount thereto.

4. That a sale of the Property shall be scheduled and held by the Sheriff of Cass County, North Dakota, or by his deputy, and the Property sold at said sale to satisfy the sums owing to Plaintiff, after which the Sheriff shall issue his certificate of sale to the purchaser(s) at the sale and deliver a sheriff's deed to the purchaser(s) upon the expiration or waiving of the redemption period, all in accordance with the laws of North Dakota.

5. That the Property is one parcel and/or a contiguous tract of land and therefore should be sold as one parcel.

6. That Defendants or their successors shall have a 60 day redemption right in accordance with N.D.C.C. §32-19-18.

7. That following the sale of the Property, the Sheriff shall retain his fees and costs from the sale proceeds, pay to Plaintiff's attorney the remaining proceeds sufficient to pay Plaintiff's judgment amount, as augmented by accruing interest and other amounts

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Page 5 of 6

as allowed herein, and then deposit any surplus sale proceeds along with his report of the foreclosure proceedings with the Clerk of the Court, all in accordance with the laws of North Dakota.

8. That Plaintiff is not entitled to a deficiency judgment.

9. That possession of the Property shall be delivered to the purchaser(s) after the expiration of the redemption period.

10. That this judgment and decree shall be binding upon Defendants and each person claiming by, from, through or under them after the commencement of this action, upon all interests not appearing of record in the proper office at the time of the commencement of this action, and upon all persons holding an unrecorded conveyance or lien not appearing of record in the proper office at the time of commencement of this action or not, in accordance with N.D.C.C. §32-19-09 and  $\S$ §32-19-39 & 40.

DATED this <u>315+</u> day of August, 2017.

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Benjamin J. Mann Halliday, Watkins & Mann, P.C. 376 East 400 South, Suite 300 Salt Lake City, UT 84111 Tel: 801-355-2886 Fax: 801-328-9714 Email: benjamin@hwmlawfirm.com Bar Number: 08371 HWM: 46952 Page 24

# **EXHIBIT "A"**

3

ADJUSTABLE RATE NOTE (LIBOR INDEX-RATE CAPS) 2-YEAR/6-MONTH LIBOR ARM

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY ADJUSTABLE INTEREST RATE CAN NEVER EXCEED OR BE LESS THAN THE LIMITS STATED IN THIS NOTE.

ND MAY 31, 2005 Fargo

1450 1st Avenue South, Fargo, ND 58103

#### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$53000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender Is River Funding Corporation.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.750%. The interest rate I will pay may change in accordance with Section 4 of this Note. The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any section 3 of this Note. default described in Section 7(B) of this Note.

#### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the first day of each month beginning on AUGUST 1, 2005. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on JULY 1, 2035 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the Material Data. "Maturity Date."

I will make my monthly payments at 1540 Heritage Blvd., Suite 201A, West Salem, WI 54669 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$379.70. This amount may change,

#### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I most pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

#### (A) Change Dates

The interest rate I will pay may change on the first day of JULY 1, 2007, and on the first day of every sixth month thereafter. Each date on which my interest rate could change is called an "interest Rate Change Date."

#### (B) The Index

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The Index in effect as of forty-five (45) days prior to the Interest Rate Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

#### (C) Calculation of Change

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding 5.450% to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Interest Rate Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

#### (D) Limits on Interest Rate Change

The interest rate I am required to pay at the first Interest Rate Change Date will not increase by more than 3.00% from the initial interest rate, and will not decrease below the Minimum Rate stated below. Thereafter, my interest rate will never be increased or decreased on any single Interest Rate Change Date by more than 1.00% from the rate of interest I have been paying for the preceding six months, and in no event will be less than the Minimum Rate stated below.

My interest rate will never be greater than 13.75% which is called the "Maximum Rate." My interest rate will never be less than 6.75% which is called the "Minimum Rate."

#### (E) Effective Date of Change

My new interest rate will become effective on each Interest Rate Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Interest Rate Change Date until the amount of my monthly payment changes again.

#### (F) Notice of Change

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The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO REPAY

I have the right to make payments of principal at any time before the are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayments, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Interest Rate Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

#### 6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any

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sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

#### 7. BORROWER'S FAILURE TO PAY AS REQUIRED

#### (A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the Charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

#### (D) No walver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder, will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by malling by first class mall to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is guaranter, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. In the event any provision of this Note is finally determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity or enforceability of any other provision.

#### **10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to deman payment of atnounts due. "Notice of dishonor" means the right to require the Note Holder to give untice to other persons that amounts due have not been paid. 4

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#### 11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to hte Note Holder under this Note, a Mortgage. Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Note Holder's prior written consent. Note Holder may, at its option, require infunctiate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Note Holder if exercise is prohibited by federal law as of the date of this Security Instrument. Note Holder also shall not exercised by Note Holder if exercise is (a) I submit to Note Holder information required by Note Holder to evaluate the intended transferre as if a new loan were being made to the transferee; and (b) Note Holder reasonably determines that Note Holder's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is accentible to Note Holder. is acceptable to Note Holder.

is acceptable to Note Holder. To the extent permitted by spplicable law, Note Holder may charge a reasonable fee as a condition to Note Holder's consent to the loan assumption. Note Holder may also require the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. 1 will continue to be obligated under the Note and the Security Instrument unless Note Holder releases me to writing. If Note Holder exercises the option to require timmediate payment in full, Note Holder shall give me notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which I must pay all sums secured by this Security Instrument. If I failt o pay these sums price to the expiration of this period, Note Holder may invoke any remedies permitted by this Security Instrument without further notice or demand on me. demand on me.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

in a Hrenz (SEAL) Terrio S. Drenssenes Terrie L. Grenz

(SEAL) Borrower

(SEAL) Barrower ġ,

### PREPAYMENT PENALTY RIDER TO NOTE

Date: MAY 31, 2005

Lender: River Funding Corporation



Property Address: 1450 1st Avenue South Pargo, ND 58103

For valuable consideration, receive of which is hereby acknowledged, both Borrower and Lender agree that this PREPAYMENT PENALTY RIDER TO NOTE ("Rider") amends that Certain Promissory Note ("Note") of date shown above, to which this Rider is attached. Borrower and Lender agree that this note shall be subject to the following provisions, notwithstanding any provisions to the contrary contained in said Note or the Mortgage/Deed of Trust given by Borrower to secure repayment of the Note.

Paragraph 5 is hereby amended to read:

#### 5. BORROWERS RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may prepay all or any part of the unpaid balance of the principal at any time. If however, I prepay any amount during the first 24 months of this Note, Lender may at its option, assess a prepayment penalty of 180 days interest at the loan rate on the amount by which the aggregate of principal payments for a 12-month period exceeds 20.0% of the original loan.

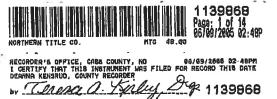
By accepting partial payment of any payment. Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in the Rider.

p Com U	Benny
Virgil J. Grenz	S. Mar
Terrie L. Grenz	- story-
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## **EXHIBIT "B"**

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Prepared by and When Recorded Return to: Eve Siverling River Funding Corporation 1540 Heritage Blvd. Ste 201A West Salem, WI 54669 PARCEL NO. 01-0980-01020-000

11878056 -[Space Above This Line For Recording Data]-

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#### MORTGAGE

### SHORT-TERM MORTGAGE REDEMPTION

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Cortain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MAY 31, 2005 together with all Riders to this document. Virgil J. Grenz AND Terrie L. Grenz, as joint tenants, husband and wife (B) 'Borrower" is し.月. Borrower is the mortgagor under this Security Instrument. (C) 'Lender'' is River Funding Corporation organized and existing under the Lender is a Corporation laws of the State of Wisconsin 1540 Haritage Blvd, Suite 201A West Salem, WI 54669 . Lender's address is and NORTH DAKOTA - Single Family - Fannis Mac/Freddle Mac UNIFORM INSTRUMENT Form 3035 (0)/01)

Page 1 of 14

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its post office address is

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated MAY 31, 2005

The Noto states that Borrower owes Lender FIFTY-THREE THOUSAND AND 00/100

Dollars (U.S. \$ 53,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later thomy 1, 2035

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(E) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider	Condominium Rider	Planned Unit Development Rider
I-4 Family Rider	Second Home Rider	Biweekly Payment Rider
Balloon Rider	Other(s) [specify]	

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(D "Community Association Ducs, Fees and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or mignetic topo so as to order, instruct, or authorize a financial institution to debit or aredit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, where transfers, and automated clearinghouse transfers.

(K) "Bscrow Items" mean those items that are described in Section 3.

(L) "Miscellancous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condomnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(W) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor logislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a NORTH DAKOTA - Single Femily - Funnte MacPreddis Mac UNIFORMINISTRUMENT Form 3035 (01/01 Rev 2/01) Page 2 of 14 . . .



"federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

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This Security Instrument secures to Londer: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to oF Lender the following described property located in the County (Type of Recording Juradiction)

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[Name of Recording Jurisdiction]

Cass

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The East 28 feet of the NOrth 128.6 feet of Lot 1, in Block 6, of Full er's Addition to the City of Fargo, situate in the County Cass and the State North dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of soid Lot 1.

which currently has the address of	1450 1st Avenue South, Bargo	(Cuy)
North Dakota 58103	("Property Address"):	
[Zip Code]		

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property,"

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all cluims and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a aniform security instrument covering real properly.

UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Form 3035 (01/01) NORTH DAKOTA - Single Family - Feanle Mne/Fredulle Mac UNIFORM INSTRUMENT Page 3 of 14

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Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any propayment charges and late charges due under the Note. Borrower shall also pay funds for Becrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaud, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cesh; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Blectronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment(s) or partial payment(s) if the payment(s) or partial payments are insufficient to bring the Loan current. Lender may accept any payment(s) or partial payments are insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment(s) or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment(s) to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to forcelosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) smounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Pariodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lien of the payment of Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lien of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Bserow Items." At origination or at any time during the term of the Lean, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Bserow Item. Borrower shall promptly furnish to Lender unlets of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unlets Lender waves Borrower's obligation to pay the Funds for any or all Bserow Items. Lender may waive Borrower's obligation to pay to Lender Punds for any or all Bserow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower NORTH DAKOTA - Single Family - Famile Mae/Freddle Mac UNIFORM INSTRUMENT Page 4 of 14 6 S.c.

# NORTHERN TITLE CO. NTG 49.00

shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Bscrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender mey, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Becrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RISPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RHSPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Lienz. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Pees, and Assessments, if any. To the extent that these items are Escrew Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contexts the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to provent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the NORTH DAKOTA - Single Family - Faunte Mae/Freddle Mae UNIFORM INSTRUMENT Form 3035 (0)/01) Page 5 of 14 

# NORTHERN TITLE CO. HTG 49.00

Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shell be maintained in the amounts (including deductible levels) and for the periods that Lender requires gursuant to the preceding sonteneos can change during the term of the Loan. The insurance arriver providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unremonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, cartification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Londer may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was praviously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower fequesting payment.

All insurance policies required by Lender and renowals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not leasened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insuch engines, co other third parties, ratained by Borrower any interest or earnings on such proceeds. Pees for puble adjusters, or other third parties, ratained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's NORTH DAKOTA - Single Fendly - Fannle Mise/Fredels Mae UNIFORM INSTRUMENT Page 6 of 14 1 . · · ·



rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance policies covering the Property, insofur as such rights are applicable to the coverage of the Property. Leuder may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property us Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consunt shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenunce and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to preveat the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in councection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are near disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are near or restoration to restoration proceeds are not sufficient to repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, mialcading, or inaccurate information or statements to Lender (or fulled to provide Londer with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorney's fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Londor incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender NORTH DAKOTA - Single Pamily - Fannie Mac/Predde Mac UNIFORM INSTRUMENT Page 7 of 14



#### agrees to the merger in writing.

10. Mortgage Insurance. If Londer required Mortgage Insurance as a condition of making the Loan. Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender crases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgago Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, uso and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Londer required Morigage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Londor's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any only that purchases the Note) for certain losses it may incur if Borrower does not repay the Lean as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as ) a portion of Burrower's payments for Mortgogo Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premlums paid to the Insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insprance, or day other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncerned at the time of such concellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfelture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lassened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's NORTH DANOTA - Single Family - Famile Mar/Freddle Mac UNIFORMINSTRUMENT Page 5 of 14



satisfaction, provided that such inspection shall be undertaken prompily. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be tessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sams secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrowor, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be diamissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower or the shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower or the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower or to payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any NORTH DAKOTA - Single Family - Famale Mae/Freddle Mae UNEORNINSTRUMENT Form 3035 (01/01) Page 9 of 14

# VORTHERN TITLE CO. NTO 49.00

#### right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenues and agrees that Borrower's obligations and liability shall be joint and soveral. However, any Borrower who co-signes this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of lihis Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (excupt as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Churges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, autorneys fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such already collected from Borrower which exceeded permitted is will be reduced to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rates of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such allence shall not be constructed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall NORTHI DAKOTA - Stagle Family - Famile Mae/Fredite Mae WHORN INSTRUMENT Page 10 of 14 

not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculne gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice verse; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrowar is not a natural person and a beneficial interest in Borrowar is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any romedies permitted by this Security Instrument without further notice or domand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrumant; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower; (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, Including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Parlodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the non-Servicer, Borrower will be given written notice of the change which will state the name and address of the non-Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicery. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transfered to a successor Loan Servicer(s) and are not assumed by the Note purchaser unless otherwise

provided by the Note purchaser. NORTH DAKOTA - Sagie Family - Famile Mae/Freddle Mac UNIFORM (NSTRUMENT Page 11 of 14

Porm 3035 (01/01)



Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigent or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable ported after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and excertain given to Borrower pursuant to Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, uso, disposal, storage, or release of any Huzardous Substances, or threaton to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, uso, or release of a Hazardous Substance, creates a condition that ndversely affects the value of the Property. The preceding two sentences shall not apply to the presence, uso, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other acilon by any governmental or regulatory agency or private party involving the Property and any Hozardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hozardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental

# NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to ucceleration and NORTH DAKOTA - Stagle Family - Famile MaetPredide Mac UNEFORMINSTRUMENT Page 12 of 14 · . . .



foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower u fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the free is permitted under Applicable Law.

24. Short Term Redemption. Borrower and Lender agree that the provisions of the short term mortgage redemption act shall govern this Security Instrument.

25. Waiver of Homestend. I understand that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale and that, by signing this contract, I voluntarily give up my right to this protection for this property with respect to claims based upon this contract.

Terrie L. Grenz Borrawer -

5-31-05 5-31.05

Date

Borrower +

Borsower -

Durc

NORTH DAKOTA - Singlo Pauly - Famile Mas/Freddie Mae UNIFORM INSTRUMENT Page 13 of 14 Form 3035 (01/01)

# EXHIBIT "C"

## FORECLOSURE INFORMATION REPORT

Printed on: 03/11/2016



File No:

Client File No:

Search Effective Date: February 12, 2016 8:00AM

Report Prepared For: Halliday, Watkins & Mann, P.C.

Property Address: 1450 1st S Avenue, Fargo, ND 58103-1609

Title is Vested in: Virgil J. Grenz and Terrie L. Grenz, as joint tenants and not as tenants in common

### Subject Mortgage:

 Mortgage from Virgil J. Grenz and Terrie L. Grenz, as joint tenants, husband and wife to River Funding Corporation dated May 31, 2005, recorded June 9, 2005, in (instrument) 1139868, in the amount of \$53,000.00, Cass County, North Dakota.

### Other Mortgage(s):

 Mortgage from Virgil J. Grenz and Terrie L. Grenz to The City of Fargo, North Dakota, a Minicipal Corporation dated June 30, 2009, recorded July 1, 2009, in (instrument) 1268895, in the amount of \$18,650.00, Cass County, North Dakota.

### Liens/Judgments and Other Encumbrances:

### Direct Match(s):

1. N/A

### Indirect Match(s):

1. N/A

### Home Owner Association:

No HOA found in scope of search.

### Other Matters of Record(s):

That deed with Book/Page 440/426 has been attached for the reference purposes.

Please find the attached Estate of Silas T. Williams, deceased recorded on 09/08/1995 in the instrument no. 833226.

Please find the attached copy of Declaration of land use restrictive covenants recorded on 08/16/1995 in the instrument no. 836659.

That Declaration Land Use Restrictive Covenants recorded on 07/01/2009 at 1268896.

Please find the attached copy of Plat Map.

There is a difference in the sentence formation of legal description of Vesting Deed and Subject Mortgage.

Official copy of declaration to follow.

# FORECLOSURE INFORMATION REPORT

Printed on: 03/11/2016



### Chain of Title:

Deed Type: Warranty Deed Grantors: Alvina B. Williams, a single person Grantees: Virgil J. Grenz and Terrie L. Grenz, as joint tenants and not as tenants in common Dated: August 11, 1995 Recorded: August 16, 1995 Bk/Pg or Inst#: 836656

Deed Type: Warranty Deed Grantors: Silas T. and Alvina B. Williams, husband and wife Grantees: Silas T. and Alvina B. Williams, as joint tenants Dated: May 29, 1984 Recorded: May 30, 1984 Bk/Pg or Inst#: (book) 476 and (page) 397

### Tax Information(s):

Tax Entity: Cass County Tax CollectorTax Type: PropertyTax ID: 01-0980-01020-000AmountDue or Paid DateTax YearStatusAmount2015Paid

### **Tax Info Special Comments:**

FY 2015 Special Assessment Taxes paid in the amount of \$172.52

### Legal Description Taken From Subject Mortgage:

The East 28 feet of the North 120.6 feet of Lot 1, in Block 6, of Fuller's Addition to the City of Fargo, situate in the County Cass and the State North Dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of said Lot 1.

### End of Report

THIS REPORT DOES NOT CONTAIN RESTRICTIONS AND EASEMENTS OF RECORD AND IS BASED ON A LIMITED TITLE SEARCH. THIS REPORT IS FOR INFORMATIONAL PURPOSES ONLY. THE LIABILITY OF ALTISOURCE IN ISSUING THIS REPORT IS LIMITED TO THE CHARGE FOR THIS REPORT. THIS REPORT IS NOT AN ABSTRACT OF TITLE OR A TITLE INSURANCE COMMITMENT OR POLICY AND SHOULD NOT BE RELIED UPON IN PLACE OF SUCH. IT IS NOT THE INTENTION OF THE COMPANY TO PROVIDE ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY. OR INDEMNITY WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE REPORT. CUSTOMER'S USE OF THE INFORMATION PROVIDED BY THIS REPORT IS AT THE CUSTOMER'S OWN RISK. Page 47

# EXHIBIT "D"

### NOTICE BEFORE FORECLOSURE

To the Title Owners, Borrowers and Occupants of the Property:

Terrie L. Grenz 1450 1st Avenue South Fargo, ND 58103

Virgil J. Grenz 1450 1st Avenue South Fargo, ND 58103

Pursuant to the provisions of the Federal Fair Debt Collection Practices Act, you are advised that unless you dispute the validity of the foregoing debt or any portion thereof within thirty days after receipt of this letter, we will assume the debt to be valid. If the debt or any portion thereof is disputed, we will obtain verification of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original creditor, if different from the creditor referred to in this Notice. We are attempting to collect a debt and any information obtained will be used for that purpose.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. However, if you fail to contact our office, our client may consider additional remedies to recover the balance due.

The real property that this notice pertains to is located at 1450 1st Avenuc South, Fargo, ND 58103, and more particularly described as:

The East 28 feet of the North 120.6 feet of Lot 1, Block 6, of FULLER'S ADDITION to the City of Fargo, situate in the County Cass and the State North Dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of said Lot 1.

Notice is hereby given that a certain mortgage, recorded against the above described property by Virgil Grenz and Terrie L. Grenz, executed and delivered to River Funding Corporation, dated May 31, 2005, and filed for record in the office of the Register of Deeds of the County of Cass and State of North Dakota, on June 9, 2005, recorded as Document No. 1139868 ("Mortgage"); and given to secure the payment of \$53,000.00, and interest and other fees and costs according to the terms and obligations of a certain promissory note, is in default.

The current Mortgagee of the Mortgage is DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3, evidenced by an Assignment of Mortgage executed on July 20, 2016, and record in the office of the Register of Deeds of the County of Cass and State of North Dakota, on July 20, 2016, recorded as Document No. 0000.

The following is a statement of the sum due for principal, interest, taxes, insurance, maintenance, etc. as of July 5, 2017:

Principal	\$48,156.35
Interest	\$13,056.42
Escrow Advance	\$6,064.26
Property Inspection Fee	\$171.50
Property Maintenance Expense	\$8,999.97
Title Report Fee	\$900.00
Property Valuation Expense	\$617,95
Certified Mail Cost	\$6.53
Projected Property Inspection Fee	\$13.25
Foreclosure Expense	\$267.80
A PARTY AND A PART	\$226.11
Late Charges Grand Total	\$78,480.14

That as of July 5, 2017, the amount due to cure any default, or to be due under the terms of the mortgage, exists in the following respects:

\$13,699.06
\$6,848.04
\$226.11
\$171.50
\$10,117.42
\$900.00
\$727.95
\$6.53
\$37,430.97

In the event that you either payoff or reinstatement the loan, payment must be paid by certified funds, and made payable to DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3, and mailed to Halliday, Watkins & Mann, P.C., at 376 East 400 South, Suite 300, Salt Lake City, UT 84111. Additionally, you must pay any additional accrued interest, subsequent payments or late charges which become due and any further expenses for preservation of the property which may be advanced. Please contact Halliday, Watkins & Mann, P.C. for the exact amount due through a certain date.

You have the right, in accordance with the terms of the mortgage, to cure the default specified above. You also have the right in the foreclosure action to assert that no default exists or any other defense you may have to said action.

Notice is further provided that if the total sums in default, together with interest accrued

thereon at the time of such payment, accrued payments then due and expenses advanced, are not paid within thirty (30) days from the date of mailing or service of this Notice, the Mortgagee will deem the whole sum secured by the Mortgage to be due and payable in full without further notice. Furthermore, proceedings will be commenced to foreclosure such Mortgage, and in the event of Sheriff's sale as provided by the laws of the State of North Dakota, the time for redemption shall be as provided by law, but not less than sixty (60) days after the Sheriff's Sale.

Dated, this 5th day of July, 2017.

Halliday, Watkins & Mann, P.C.

Benjamin. Mann Attorney for Creditor 376 East 400 South, Suite 300 Salt Lake City, UT 84111 Tel: 801-355-2886 Fax: 801-328-9714 Email: benjamin@hwmlawfirm.com HWM: 46952

### AFFIDAVIT OF PUBLICATION 2313237

STATE OF NORTH DAKOTA, COUNTY OF CASS

Emily Schnaidt, The Forum, being duly sworn, states as follows:

1. I am the designated agent of The Forum, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.

2. The newspapers listed on the exhibits published the advertisement of: NOTICE BEFORE FORECLOSURE; 3 (three) times, Monday(s), June 17, 24, 31, 2017, as required by law or ordinance.

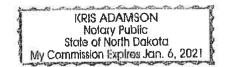
3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

[Signed]

Subscribed and sworn to before me this

20() 3( day of

Notary Public, Cass Co., N.D.



the Register of Deeds of the County of Case and State of North Dakota, on Juno 9, 2005, recorded as Document No. 1139868 ("Nortgage"), and given to so-cure the payment of S53,000.00, and in-terest and other fees and costs according to the terms and publications of a certain promissory note, Isin default The current Mortgages of the Mort-gage is DEUTSCHE BANK TRUST COM-PANY AMERICAS as Indenture Trustee for the registered holdors of SAXON AS-SET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3, evidenced by an Assignment of Mortgage swould of the Register of Dogda of the County of Cases and State of North Dekota, on July 20, 2016, net record in the office of the Register of Dogda of the County of Cases and State of North Dekota, on July 20, 2016, recorded as Document No cool. NOTICE BEFORE FORECLOSURE To the Title Owners, Borrowers and Occupants of the Proparty: Torria L. Grenz 1450 1st Avenue South Fargo, ND 58103 Virgå J. Grenz 1450 1st Avenue South Fargo, ND 58103 Purguant to the provisions of the Fad-eral Fair Debt Collection Practices Act, you are advised that unluss you dispute line wildly of the forsgoing dobt or any profilen thereof willin filtry Uays after re-color of thia. Inter, we will assume the debt to be valid. It the debt or any portion thereof is disputed, we will assume the debt to be valid. It the debt or any portion thereof is disputed, we will assume the debt to be valid. It the debt or any portion thereof is disputed, we will assume the debt to be valid. It the debt or any portion thereof is disputed, we will assume the debt to be valid. It the debt or any portion thereof is disputed, we will assume the debt to be valid. It the debt or any portion thereof is disputed we will obtain verifica-tion of the debt and will mail you a copy of such verification. You are also advised that upon your request within the thirty day period, we will provide you with the name and address of your original cred-lect a debt and any information obtained will be used for that purpose. The teal property that this notice par-cumentative advised as: The teal property that this notice par-ticularly described as: The teal property that this notice par-ticularly described as: The East 28 lead of the North 120.6 feet of the North 120.6 feet of sald Lot 1. Notice is hereby given that a cortain mortgage, recorded against the above de-scribed property by Virgil Gronz and Tar-rie L. Gronz, executed and dolivered to River Funding Corporation, data May 31, 2005, and filed for record in the office of 0000

The following is a statement of the sum duo for principal, interest, taxes, insu-rance, maintenance, etc. as of July 5, 2017:

Tarice, maintenance, co. 50 of cory Principal \$48,156.35; Interest \$13,056.42; Escrow Advance \$6,064.26; Promity Inspection Foe \$171.50; Prop-arty Maintenance Expense \$3.999.97; Ti-lia Rapati Fee \$900.00; Property Valua-lian Expense \$617.95; Cortilled Mail Cost \$6.53, Projected Property Valua-tion Fee \$13.25; Foraclosure Expense \$267.80; Late Charges \$226 11; Grand Total \$78,460,14; That as of July 5, 2017, the amount due to cure any default, or to be due un-der the terms of the mortgage, exists in the following respects:

der the tarms of the mortgage. exists in he following respects: \$4,734.36; Interest Due \$13,699.065; Es-crow Payment \$6,848.04; Late Charges Due \$228.11; Property Inspection Fee \$171.50; Property Mathienan¢c Expensel \$10,117.42; Title Report Fee \$900.00; Property Valuation Expense \$272.96; Cartified Mail Cost \$8.53; Grand Total \$22.4097;

Certified Mail Cost \$8.53, Grand Total \$37,430.97; In the event that you either payoff or reinstatement the loan, payment must be paid by certified lunds, and made payable to DEUTSCHE BANK THUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SE-CURITIES THUST 2006-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3, and mailed to Haliday, Wakins & Mann, PC, at 376 East 400 South, Sulla 300, Salt Lake City, UT 84111 Addition-ally, you must pay any additional accrued Interest, subsequent payments or late charges which become due and any fur-ther expenses for preservation of the property which may be advanced, Plesse Ior the exact amount due through a cen-

for the exact emount due through a cer-

for the exact amount due through a cer-tain date. You have the right, in accordance with the terms of the mortgage, to cure the de-fault specified abave. You also have the right in the foreclosure action to assert that no default exists or any other delense you may have to said action. Notice is further provided that if the to-lat sums in default, togsther with interest accrued thereon at the time of such pay-ment, accrued payments then due and expanses advanced, are not poid willin hirry (30) days from the date of moling or solvice of this Notice, the Mortgage will down the witole stim storation by the Wortgage to be dvia and payable in full willout further routice. Furthintmare, pro-ceedings will be commenced to forelo-sure such Mortgage, and in the event of Sheriff's saile as provided by the laws of the State of North Dakota, the time for re-demption shall be as provided by law, but not less than sixt/ (50) days allor the Shoriff's Sale. Dated, this Stin day of July, 2017.

not less than sixty (60) days at Sherill's Sale. Deted, this Sth day of July, 2017, Holliddy, Walkins & Menn, PC Benjamin J, Mann Atturney for Creditor 376 East 400 South, Sulle 300 Salt Lake (Cly, UT 8/111 Tel: 801-355-2886 Exercited 129.071 Fax: 601-328-9714 Email: benjamin@hwmlawlitm.com HWM: 46952 (July 17, 24, 31, 2017) 0238237

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'n.

5 K. 1996

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5.6 P.W

BY SIGNING BELOW, Barrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

.. ..

### Witnesses.

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1 1		Virgil J. Grenz	(Seal) - Bonower
		Terrie L. Grenz	(Sepl)
	<i>j</i> 4		(Scal) - Bonover
			(Seal) - Bestavier

[Space I	Below This Line For Acknowledgment]-	a an a ta a sa a an a an a an a an a an
STATE OF NO COUNTY OF LUSS	) ) SS: ) 19wledged before n:c, a Notary Public, or	5-31-05
by: Virgil J. Grenz AND	Terrie L. Granz, husband	Date ( and w. Fc ARAD FLECK
	Person(s) Acknowledging	Notary Palaha State of North, Dakota My Commission transported 10, 2006
A MARKING NUMBEROD I have been	unto set my hand and official seal.	

In WITNESS WHEREOF, I have hereunto set

My Commission expires:

Notary Public

Porm 3035 (01/01)

NORTH DAROTA - Single Family - Fennie Mae/Fredille Mac UNIFORM INSTRUMENT Page 14 of 14

NORTHERN TITLE COMPANY PO BOX 2626 FARGO ND 58108 NOSO408447

BRAD FLECK Noton P.Holic Stine or worth Dirtota My Commission - 1 in 2006

## IN THE STATE OF NORTH DAKOTA, COUNTY OF CASS IN THE DISTRICT COURT, EAST CENTRAL JUDICIAL DISTRICT

DEUTSCHE BANK TRUST COMPANY AMERICAS as Indenture Trustee for the registered holders of SAXON ASSET SECURITIES TRUST 2005-3 MORTGAGE LOAN ASSET BACKED NOTES, SERIES 2005-3,	SUMMONS CIVIL NUMBER:
Plaintiff, v.	
City of Fargo, North Dakota, a Municipal Corporation, Terrie L. Grenz, Virgil J. Grenz, and Does 1-10,	
Defendants.	

1. To the above mentioned Defendants including all persons unknown, claiming any estate or interest in, or lien or encumbrance upon, the real estate described in the complaint.

2. You are hereby summoned to appear and defend against the Complaint in this action, which has been filed with the Clerk of Court and is herewith served upon you, by serving upon the undersigned a copy of an Answer or other proper response within twenty-one (21) days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, Judgment by default will be taken against you for the relief demanded in the Complaint. The original Complaint is filed with the Clerk of the District Court in the County in which this action is commenced.

3. This action relates to the foreclosure of a mortgage upon the following described real property in the County of Cass, State of North Dakota:

The East 28 feet of the North 120.6 feet of Lot 1, Block 6, of FULLER'S ADDITION to the City of Fargo, situate in the County Cass and the State North Dakota, together with an undivided one-half interest in the East eight feet of the West 40 feet of the North 120.6 feet of

46952.SUMMONS

said Lot 1.

Property Address: 1450 1st Avenue South, Fargo, ND 58103

4. The Plaintiff is not seeking a personal judgment against the above-named

Defendants.

DATED this <u>315</u> day of August, 2017.

Benjamin A. Mann 376 East 400 South, Suite 300 Salt Lake City, UT 84111 Tel: 801-355-2886 Fax: 801-328-9714 Email: benjamin@hwmlawfirm.com Bar Number: 08371 HWM: 46952



CITY OF FARGO GENERAL FUND - BUDGET TO ACTUAL THROUGH AUGUST 31, 2017 (UNAUDITED)

		2017 BUDGET		2017 ACTUAL		VARIANCE
REVENUES: Taxes	\$	24,959,296	\$	25,922,895	\$	963,599
Licenses & Permits	Ψ	2,819,952	Ψ	2,833,772	Ψ	13,820
Fines & Traffic Tickets		1,484,823		1,291,908		(192,915)
Intergovernmental Revenue		9,971,308		9,822,115		(149,193)
Charges for Services		10,572,846		9,145,533		(1,427,313)
Interest		1,819,320		2,553,099		733,779
Miscellaneous Revenue		493,808		543,276		49,468
Transfers In		8,996,648		9,445,933		449,285
		0,000,010			_	,
Total Revenues	\$	61,118,001	\$	61,558,531	\$	440,530
EXPENDITURES:						
City Administrator	\$	4,029,211	\$	3,889,006	\$	140,205
Finance	Ψ	4,931,596	Ψ	4,829,072	Ŧ	102,524
Planning & Development		3,035,037		2,550,643		484,394
Transit		4,821,660		4,383,086		438,574
Public Works		10,303,261		9,815,620		487,641
Fire Department		8,240,065		8,064,978		175,087
Police		12,488,039		12,171,873		316,166
Health		6,857,722		6,763,421		94,301
Library		2,673,613		2,667,690		5,923
Commission		415,284		367,215		48,069
Civic Center		278,768		258,881		19,887
Social Services		358,400		323,403		34,997
Capital Outlay		1,832,261		653,016		1,179,245
Vehicle Replacement/IT		1,635,454		824,145		811,309
Contingency		236,246		15,252		220,994
Transfers Out	-	2,194,770		1,990,616		204,154
Total Expenditures	\$	64,331,387	\$	59,567,917	\$	4,763,470
Excess of Revenue Over (Under) Expenditures	\$	(3,213,386)	\$	1,990,614	\$	5,204,000



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Full, Legal Name of Gaming Organization Northern Prairie Performing Arts

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

Name of Location Space Aliens - Fargo									
Street 1840 45th Street S	City Fargo	ZIP Code 58103	County Cass						
Beginning Date(s) Authorized 10/1/17	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 <u>and</u> played at the site (required) Sout									
If conducting Raffle or Poker activity provide date(s) or r	nonth(s) of event(s) if known								
RESTRICTIONS (City/County Use Only)									
Days of week of gaming operations (if restricted)		Hours of garning (if restric	ted)						
ACTIVITY TO BE CONDUCTED Please che	ck all applicable games	to be conducted at s	ite (required)						
Bingo ELECTRONIC Quick Shot Bingo Raffles ELECTRONIC 50/50 Raffle Pull Tab Jar X Pull Tab Dispensing Device	Club Special Tip Board Seal Board Punchboard Prize Board Prize Board Dispens	ing Device	Sports Pools Twenty-One Poker Calcuttas Paddlewheels with Tickets Paddlewheel Table						
APPROVALS									
Attorney General			Date						
Signature of City/County Auditor			Date 9/25/17						
PRINT Name and official position of person signing on b									
Steven Sprague/City Audit	or								

## **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 <u>Office of Attorney General</u> 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

25.00 CC 9/19/17

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	APPLICATION FOR A OFFICE OF ATTORNEY ( SFN 9336 (08/2016)		OR CHA	RITY LOCAL	PERMIT	
	Application f	or: 🔀 Local Perm	nit 🏻 🗖	Charity Local Pe	rmit (one ev	ent per year)
Name of Non-profil O	nganization		Date(s) of A	ctivity to		provide drawing date(s): 2.1.17
Person Responsible fo	the Gaming Operation and Dist HAACN Grunho	pursement of Net Income	Title CUSTUM	er support	Business Ph 701.	526.9846
Business Address	jth st S		City	head	State MN	Zip Code SleSe0-5(11
Malling Address (if di	flerent)		City		State	Zip Cade
Name of Site Where	Game(s) will be Conducted		Site Addres	7th SFS		
City Fapao			State ND	Zip Code 58106-7160	County	55
	o be Conducted: * Poker, Twenty Raffle 🔲 Raffle Board [		y be Conducie Sports Pool	ed only by a Charity L	ocal Permil. Twenty-one	Paddlewheels *
DESCRIPTION AN	D RETAIL VALUE OF PRIZE	S TO BE AWARDED				
Game Type	Description of Prize	Retail Value of Prize	Game Ty	vpe Descrip	tion of Prize	Retail Value of Prize
					a dia mandra di	
& please	see attached *					
		-				
		┝────┤┝				
						-
s an		-				
		L			Tota	(Unit \$12,000 per year) \$ 3925
Intended uses of g	TA SI	upport CCP-1	Inc	÷		
	laurud hoceans: <u>to c</u>	The contraction				
permit and should c	on presently have a state gaming all the Office of Atlorney General	at 1-800-328-9240.				/
Has the organizatio	n received a charity local permit f es not qualify for a local permit or	rom this or another city or co charity local permit.	unty for the fis	ical year July 1 throug	h June 307 [	No 🔲 Yes - 11 "Yes,"
Has the organizatio	n received a local parmit from th lue of all prizes previously award	is or another city or county fo	n the fiscal yea nount is part o	ar July 1 through Juni I the total prize limit 0	307 V No \$12,000 per	year.
Signature of Organiz	ation's Top Executive Official	Date 9101	Tille	ecutre 4	mator	Business Phone Number

Page 58







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

NORTH	Application for:	🗴 Local Per	mit *	Charity Local Pe	rmit (one e	vent per year)	
Name of Non-profit Organization			Date(s) of A	ctivity	For a raffle	, provide drawing date(s):	
Ndsu Foundation And Alumni	Association		9/30/2017	/30/2017 to 9/30/2017 9/30/17			
Person Responsible for the Gaming O	peration and Disburseme	nt of Net Income	Title		Business P	hone Number	
Amy Ouren			Dir Of Eve	ents	(701) 23	1-6815	
Business Address			City		State	Zip Code	
1241 University Dr. N			Fargo		ND	58102-2524	
Mailing Address (if different)			City		State	Zip Code	
Po Box 5144			Fargo		ND	58105-5144	
Name of Site Where Game(s) will be	Conducted		Site Address	Site Address			
Holiday Inn			3803 13th	n Ave S			
City			State	Zip Code	County		
Fargo			ND	58103-3301	Cass		
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheeis may be Conducted only by a Charity Local Permit.							
🗌 Bingo 💌 Raffle 🗌	Raffle Board 🔲 Cale	ndar Raffle	Sports Pool	Poker *	Twenty-one	Paddlewheels *	

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Premier Liquors	\$1,200.00			
Raffle	Bar table/cooler	\$500.00			
Raffle	Cutting Edge GC	\$1,000.00			
Raffle	West Acres GC	\$500.00			
				Total:	(Limit \$12,000 per year) \$ 3,200.00

Intended uses of gaming proceeds: For general support of NDSU								
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 a the organization does not qualify for a local permit or charity local		or the fiscal year July 1 through June 30?	X No Yes - If "Yes,"					
Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? 💌 No 🔲 Yes - If "Yes," indicate the total value of all prizes previously awarded: \$ <i>This amount is part of the total prize limit of \$12,000 per year.</i>								
Signature of Organization's fee Executive Official     Date     Title     Business Phone Number       9/14/2017     President / Ceo     (701) 231-6800								

Page 59		ATTORNEY GENEI		CHARITY LOCAL PERMIT	525.00 1/1013 9-18-17
NORTH		Application for:	🗶 Local Permit	* 🛄 Charity Local Permit (one e	vent per year)
Name of Non-profit (	Organization		D-4		

Name of Non-profit Organization	Date(s) of Activity	For a raffle	, provide drawing date(s):
EL Zagal Holding Company	2/17/18002/17/18	2/1	7/18
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		hone Number
Michael Dow	Chairman	70/-0	735-7521
Business Address	City	State	Zip Code
1429 3rd ST N	Forgo	ND	58102
Mailing Address (if different)	City	State	Zip Code
	-11-2		
Name of Site Where Game(s) will be Conducted	Site Address		
EL Zagal Shrine Center	1429 300 57	$\overline{N}$	
City	State Zip Code	County	
Forgo	NO 58102	Ca	5.5
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may	be Conducted only by a Charity Lo	cal Permit.	
🔲 Bingo 💢 Raffle 📋 Raffle Board 🔲 Calendar Raffle 🗌 Sp		Twenty-one *	Paddlewheels *

# DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Prize	
MaintRATE Gun 700	
Main/Raffle Gun 500	
Main/Raffle Gein 300	
Raffles Guns 2000 Ruffles Ast Meat 500	
Ruffles Ast Meat 500	
	(Limit \$12,000 per year)

(Limit \$12,000 per year) Total: \$ 4000

Intended uses of gaming proceeds: Benefit Temple Operations & Charitable Loncerns
Does the organization presently have a state gaming license? K 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 Second 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 Organizations Ton Exactly a Official Date Title

Signature of Organization's Top Executive Official	2/ /	Chairman	Business Phone Number

Page 60



25.00 121/17



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

Application for: Xocal Perm	nit *  j	Charity Local Per	mit (one e	event per year)	
Name of Non-profit Organization	Date(s) of A	Date(s) of Activity		e, provide drawing date(s):	
The Village Family Service Center		11/10/2017 to 11/10/2017		NA	
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business F	Phone Number	
Doug Vang	Presiden	President/ceo		51-4965	
Business Address	City		State	Zip Code	
1201 25th St S	Fargo		ND	58103-1973	
Mailing Address (if different)		City		Zip Code	
Po Box 9859	Fargo		ND	58106-9859	
Name of Site Where Game(s) will be Conducted	Site Address				
Holiday Inn of Fargo	3803 13th Ave S				
City	State	Zip Code	County		
Fargo	ND 58103-8992 Cass				
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may	y be Conducte	ed only by a Charity Lo	ocal Permit.		
🔲 Bingo 🗶 Raffle 🗶 Raffle Board 🗌 Calendar Raffle 🔲 S	ports Pool	Poker *	Twenty-one	* 🔲 Paddlewheels *	

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

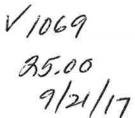
Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Paddle Game #1	West Acres g.c.	\$500.00			
Paddle Game #2	West Acres g.c.	\$500.00			
Gash-Raffle	Gash	\$200.00			
Raffle Board	HappyHarry g.c.	\$1,500.00			
Raffle Board	Restaurant pack.	\$1,000.00			
Raffle Board	Custom Desk	\$2,500.00			
Raffle Board	Twins package	\$1,100.00			
Raffle Board	Maui Mat	\$650.00			
Raffle	Diamond Necklace	\$2,000.00			
			· · · · · · · · · · · · · · · · · · ·	Total:	(Limit \$12,000 per year) \$ 9 <del>;\$</del> 50.00

Intended uses of gaming proceeds: Benefiting children's	services of The Vil	lage Family Service Center					
behavioral health services, mentoring and other programming to	help the children in the	FM region					
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? X No Yes - If "Yes," indicate the total value of all prizes previously awarded: . <i>This amount is part of the total prize limit of \$12,000 per year.</i>							
		[ <del></del> _					
Signature of Organization's Top Executive Official	Date	Title	Business Phone Number				

nature of Organization's Top Executive Official	Date	Title	Business Phone Number
AVXX	09/21/21/7	President/ceo	(701) 451-4965

Pa

Name of Student Organ	n ja shikara	200 N 3rd Street, Fr Phone: 701-2 Rev. 07-2	41-1304	a Antipity	
Kadda Ps		imacouticalFr		23/17 to	10/23/17
Person Responsible for	the Gaming Operation		Time of E		[]Kp.m.
Street Address of Stude	ent Organization		City	State	Zip Code
1345 Uhin	sersity Dr A	1	Street Address	ND	58102
Univers	sity Litthen	an center	1201 13	str Ave N	
Farao	1		ND 5	County Cas	22
Check the Game Type	s to be Conducted: 🔲 Bi	ngo 🔲 Raffie Boards		Calendar Raffle	Sports Pool
and the second second	ND RETAIL VALUE OF P	T		1	
Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prta
Raffle	aipt cards	\$ 100			\$
	00	2011 C			
					1
	- 12	<u> </u>			
Sec.					
		I	11.12. A.		(Limit \$12,000 per)
			0.1	<u>C</u> iri	L*100
intended uses of gam	ing proceeds: <u>Donatio</u>	n to The Gre	ion Bandan	a Project	
Has the organization re if "Yes," indicate the tot	ceived a local permit from this al value of all prizes previously	or another city or county for awarded: \$	the fiscal year July 1 thr This amount is part of i	ough June 30? XI the total prize limit of \$12,000	No 🔲 Yes ) per year.
ACKNOWLEDGEN and Student Organ	MENT BY NDSU - Must b nizations located in the Si	e signed by the Assoc udent Activities Office	iate Director of Stu - Room 120 in Mer	dent Activities norial Union.	
acknowledge that the	Kappa PSi Fr	aternity		student orga	inization is registered i
the Administration of No Signature	orth Dakola State University.	Tille	Directorof		ess Phone Number
12 as	$\mathcal{I}$		Stority Life	8/21/17 201	-231-856
The policy of North Dail registered student orga	tota State University requires th nization of NDSU.	at a student organization ob	tain a signed acknowle	dgment by its administration	that the applicant is a
Signature of Contact Pe	ereon o	Title		Date Busin	ess Phone Number
(Init)	Smerdo	Philathro	2 Chair	9/20/17 701	-430-339



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OF NORTH

# APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL SFN 9338 (08/2016)

of NORTH."	Application for:	Local Permi	t *□	Charity Loo	cal Per	mit (one e	vent per year)
Name of Non-profit Organization			Date(s) of A	ctivity		For a raffle	, provide drawing date(s):
Lewis + Clark El	inter PTH		Oct 13,2	2017to			
Person Responsible for the Gaming	Operation and Disbursement of	Net Income	Title			Business P	hone Number
Benjamin Wilky	Operation and Biobarcement of		Presid	ent		701 -	199-3465
Business Address			City			State	Zip Code 53/03
1729 16 St 5			Fargo			NO	
Mailing Address (if different)			City			State	Zip Code
Same							
Name of Site Where Game(s) will b	e Conducted		Site Addres			_	
Lewis + Clark Elem	entary School		1729	10	54	<u> </u>	
City			State	Zip Code		County	
Fargo			NO	58103	<u> </u>	(a:	55
Check the Game(s) to be Conducte	d: * Poker, Twenty-one, and Pa	addlewheels may	be Conducte	ed only by a Cl	narity Lo	cal Permit.	
📈 Bingo 🔀 Raffle 🗌	] Raffle Board 🔲 Calendar	Raffle 🔲 Sp	orts Pool	Poker*		Twenty-one	<ul> <li>Paddlewheels *</li> </ul>

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

Game Type	Description of Prize	Retail Value of Prize	Game	туре	Description of Prize	Retail Value of Prize
Bingo	Gift Cards	\$ 200 00				
Raffle	Gift Cards Themed Baskets	\$ 30000				
Carmi val bames	Candy / Toys	\$ 40000				
						(Limit \$12,000 per year)

Total: |\$ # 900 🐃

Intended uses of gaming proceeds: purchase sclool supplies field trips, class parties und. school active 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," . This amount is part of the total prize limit of \$12,000 per year. indicate the total value of all prizes previously awarded: \$ **Business Phone Number** Title Signature of Organization's Top Executive Official Date President 701-799-3665

09-19-2017



September 15, 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 1346 3 St. N as submitted by Mary Michael N. & Jonathan M. Hedin. 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 \$500 with the City of Fargo's share being \$85.

Sincerely: Juchka

Ben Hushka City Assessor

# Page 64

Address of Property 1346 3 5+N City FARGO State_ND_Zip Code_5810} Legal description of the property for which the exemption is being claimed. L+ A1_B1K 3_Holes Ist Parcel Number 01 1360 00780 04Residential for Commercial □ Central Business District□ Mailing Address of Property Owner		Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings North Dakota Century Code ch. 57-02.2 (File with the local city or township assessor)
Address of Property 1346 3 StN City FARGO State ND Zip Code 58102 Legal description of the property for which the exemption is being claimed. L+ 21 B1K 3 Holes 15 Parcel Number 01: 1360:00780 Darkesidential & Commercial Contral Business District Mailing Address of Property Owner Same City State Zip Code		
Address of Property 1346 3 StN City FARGO State ND Zip Code 58102 Legal description of the property for which the exemption is being claimed. L+ 21 B1K 3 Holes 15 Parcel Number 01: 1360:00780 Darkesidential & Commercial Contral Business District Mailing Address of Property Owner Same City State Zip Code	1.	Name of Property Owner Mary & Jonathan Hedin Phone No. 701/540.140
City       FARGO       State       ND       Zip Code       58102         Legal description of the property for which the exemption is being claimed.       L+ A1       B1K 3       Holes 151         4. Parcel Number 01-1360-00780704Residential of Commercial       Central Business District       Central Business District         5. Mailing Address of Property Owner       Same       City       State       Zip Code         City       State       Zip Code       Commercial       Central Business District         5. Mailing Address of Property Owner       Same       State       Zip Code         City       State       Zip Code       Commercial       Central Business District         6. Mailing Address of Property Owner       Same       Zip Code       Commercial       Central Business District         0. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Foundation braked, Wain+ 2nd floor S       remoduled, Basenment family Room+ bahn remoduled         0. Building Permit No. NONC       8. Year Built       1933       Colo         10. Estimated market value of property before improvement       176,800       State         11. Cost of making the improvement (all labor, material and overhead) \$	2.	
Legal description of the property for which the exemption is being claimed. L+ 21 B1K 3 Holes 1 <sup>st</sup> Parcel Number 01 360 00 780 00 Residential & Commercial C Central Business District Mailing Address of Property Owner Same City State Zip Code City State	2.	City FARGO State ND Zip Code 5810
5. Mailing Address of Property Owner	3.	Legal description of the property for which the exemption is being claimed.
5. Mailing Address of Property Owner	4.	Parcel Number 01 · 1360 · 00780 04 Residential 💢 Commercial 🗆 Central Business District 🗆
City	5.	
Description Of Improvements For Exemption         5. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Foundation bracked, Wain+ 2nd flows         5. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Foundation bracked, Wain+ 2nd flows         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). Foundation bracked, Wain+ 2nd flows         7. Building Permit No. NoNC       8. Year Built 1933         9. Date of Commencement of making the improvement       Janua M 2016         10. Estimated market value of property before improvement       17.6,800         11. Cost of making the improvement (all labor, material and overhead) \$		Children Tim Children
<ul> <li>5. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). Soundation bracked, Main+ and flows s</li> <li>remoduled, Basement family Room+ balm remoduled</li> <li>7. Building Permit No. None</li> <li>8. Year Built 1933</li> <li>9. Date of Commencement of making the improvement January 2016</li> <li>10. Estimated market value of property before improvement \$ 176,800</li> <li>11. Cost of making the improvement (all labor, material and overhead) \$</li></ul>	_	
claimed (attach additional sheets if necessary). Foundation bracked, Main& And Hoors remoduled, Basement family Rooms balancemo deted 7. Building Permit No. None 8. Year Built 1933 9. Date of Commencement of making the improvement Januar 2016 10. Estimated market value of property before improvement \$ 176,800 11. Cost of making the improvement (all labor, material and overhead) \$ 12. Estimated market value of property after improvement \$ 215,300 Applicant's Certification and Signature 13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption. Applicant's Signature May Michael Media Date 9/13/17 Assessor's Determination 14. The local assessor finds that the improvements in this application Date Jim Date Jim Assessor's Signature Date Jim Date Date Jim Date Date Jim Date Date Jim Date Date Jim Date Date Date Jim Date Date Date Date Date Date Date Date	Des	cription Of Improvements For Exemption
remoduled, Basement family Roumt bath remoduled         8. Year Built 1933         9. Date of Commencement of making the improvement January 2016         10. Estimated market value of property before improvement \$ 176,800         11. Cost of making the improvement (all labor, material and overhead) \$	6.	Describe the type of renovating, remodeling of alteration made to the building for which are exampled to even provide the second
remoduled, Basement family Roumt bath remoduled         8. Year Built 1933         9. Date of Commencement of making the improvement January 2016         10. Estimated market value of property before improvement \$ 176,800         11. Cost of making the improvement (all labor, material and overhead) \$		claimed (attach additional sheets if necessary). toundation braced want one record
7. Building Permit No. NONC       8. Year Built 1933         9. Date of Commencement of making the improvement       January 2016         10. Estimated market value of property before improvement       \$ 176,800         11. Cost of making the improvement (all labor, material and overhead) \$		remodeled, Basement family Room+ bathremodeled
<ul> <li>Date of Commencement of making the improvement <u>January Jolb</u></li> <li>Estimated market value of property before improvement <u>176,800</u></li> <li>Cost of making the improvement (all labor, material and overhead) <u>-</u></li> <li>Estimated market value of property after improvement <u>3,15,300</u></li> <li>Applicant's Certification and Signature</li> <li>I certify that the above information is correct to the best of my knowledge and I apply for this exemption. Applicant's Signature <u>May Michael Heady</u> Date <u>9/13/17</u></li> <li>Assessor's Determination</li> <li>The local assessor finds that the improvements in this application for the following reason(s): <u>S YEPPS For Optimum Heady</u> Market</li> <li>Assessor's Signature <u>Market Market</u> <u>15.4ction of Governing Body</u></li> <li>Action taken on this application by local governing board of the county or city: Denied Approved Approval subject to the following conditions:</li> </ul>	7.	1022
10. Estimated market value of property before improvement       \$	9.	
12. Estimated market value of property after improvement       \$	10.	
12. Estimated market value of property after improvement       \$ 215,300         Applicant's Certification and Signature         13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.         Applicant's Signature       May Michael Madip Date 9/13/17         Assessor's Determination       May Michael Madip Date 9/13/17         14. The local assessor finds that the improvements in this application has not assessor's Signature 100 has not assessor's Signatere 100 hassessessor's Signature 100 hassessessesses has	11.	Cost of making the improvement (all labor, material and overhead) \$
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       May Michael Heding Date 9/13/17         Assessor's Determination         14. The local assessor finds that the improvements in this application has a not assessor's Signature       Image: State Sta		15 2/14
<ul> <li>13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.</li> <li>Applicant's Signature May Michael Hedig Date 9/13/17</li> <li>Assessor's Determination</li> <li>14. The local assessor finds that the improvements in this application has not met the qualifications for exemption for the following reason(s): S YEARS FOR QUALIFYING WARK</li> <li>Assessor's Signature May Michael Hedig Date 9/13/17</li> <li>Action of Governing Body</li> <li>15. Action taken on this application by local governing board of the county or city: Denied Approved Approved Approval subject to the following conditions:</li> </ul>		
Applicant's Signature       May Michael Hoding Date       9/13/17         Assessor's Determination       14. The local assessor finds that the improvements in this application has a not a met the qualifications for exemption for the following reason(s):       Steppes For Qualifying Name         Assessor's Signature       May Michael Hoding       Date       9/13/17         Assessor's Signature       May Michael Hoding       Date       9/13/17         Action of Governing Body       Date       9/15/17         15. Action taken on this application by local governing board of the county or city: Denied       Approved       Approved	Ap	plicant's Certification and Signature
Assessor's Determination  14. The local assessor finds that the improvements in this application has not a met the qualifications for exemption for the following reason(s): SYEPPES FOR QUALIFYING WORK Assessor's Signature and Assessor's Signature and Assessor's Signature and Assessor's Date Assessor's Signature and Assessor's Date Assessor's Date Approved Date App	15.	Autientic Signature (13/17_
<ul> <li>14. The local assessor finds that the improvements in this application has a has not met the qualifications for exemption for the following reason(s): SYEPPS FOL QUALIFYING WORK Date MISSING Date MISSING</li> <li>Action of Governing Body</li> <li>15. Action taken on this application by local governing board of the county or city: Denied Approved Approval subject to the following conditions:</li> </ul>		
exemption for the following reason(s): SYEPPS FOL QUALIFYING WORK Assessor's Signature Date	Ass	essor's Determination
Assessor's Signature Ma bursham Date	14.	The local assessor finds that the improvements in this application has in has not in the qualifications to
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:		exemption for the following reason(s): > YEARS FOR GUALIFYING WORK
15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐ Approval subject to the following conditions:		Assessor's Signature fill purchase Date
15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐ Approval subject to the following conditions:	Act	tion of Governing Body
Approval subject to the following conditions:	15.	Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
Chairman of Governing BodyDate		
		Chairman of Governing Body Date



September 15, 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 1413 8 St. S as submitted by Troy T. & Alison M. Becker. 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 \$685 with the City of Fargo's share being \$115.

en Churko Sincerely

Ben Hushka City Assessor

	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)
Pro	perty Identification
1.	Name of Property Owner Troy & Alison Becker Phone No. 218-535-149
2.	Address of Property 1413 8 St. S.
	City FARGO StateNDZip Code 58103
3.	Legal description of the property for which the exemption is being claimed.
	Lt. 4: E 20 Ft of Lt. 23 BIK. 11 Huntingtons Addn.
4.	Parcel Number <u>01-1400 - 01580-000</u> Residential 🕱 Commercial 🗆 Central Business District 🗆
5.	Mailing Address of Property Owner 1413 8 St. S.
	city Fargo State NO Zip Code 58103
	0
3	scription Of Improvements For Exemption
6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is bein
$\sim$	claimed (attach additional sheets if necessary). here withdown Standards Standards
	Where remodel, throng oning these presh, isothery, wise propriories
	A second s
7.	Building Permit No. 170199 8. Year Built 1928
6)	Date of Commencement of making the improvement
10.	Estimated market value of property before improvement \$_298,100
(11.	Cost of making the improvement (all labor, material and overhead) \$
12	Estimated market value of property after improvement \$_351,100
	plicant's Certification and Signature
13.	I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
-	Applicant's SignatureDate
Ass	sessor's Determination
	The local assessor finds that the improvements in this application has $\Box$ has not $\Box$ met the qualifications for
17.	exemption for the following reason(): 5 YEARS FOR OUAUFYING WORK
	$\rho$ $1$ $1$ $\rho$ $\rho$ $1$
	Assessor's Signature 10th Christian Date 7/18/17
	tion of Governing Body
15.	Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
	Approval subject to the following conditions:
	Chairman of Governing BodyDate



September 14, 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 3226 Par St. N as submitted by Stephanie Sokolofsky. 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, 160 Ben Hushka

City Assessor

	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)
	perty Identification
1.	Name of Property Owner Stephanie Sakolofsicy Phone No. 701. 809.406
2.	Address of Property 3226 Par S+N
	City FARGO State ND Zip Code 58102
3.	Legal description of the property for which the exemption is being claimed.
5.	Lt 19 BIKZ Golf Course 4th
4	Parcel Number <u>01. 1004.00280-00</u> Residential $\square$ Commercial $\square$ Central Business District $\square$
	Mailing Address of Property Owner Same
5.	
	City State Zip Code
Des	cription 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
7.	Building Permit No. 170 322 8. Year Buill 1977
9.	Date of Commencement of making the improvement Opril 2017
10.	Estimated market value of property before improvement \$
11.	Cost of making the improvement (all labor, material and overhead) \$ 12,710
12.	Estimated market value of property after improvement \$ 185,24
	-ligently Contification 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 Stephanie Hoffman Date 9.14.17
Ass	sessor's Determination
14.	The local assessor finds that the improvements in this application has $\square$ has not $\square$ met the qualifications for
	exemption for the following remon(s): 5 YEARS FOR QUALIFYING WORK Assessor's Signature for the following remon(s): 5 YEARS FOR QUALIFYING WORK
	Assessor's Signature Columponiation Date Date
Ac	tion of Governing Body
15.	Action taken on this application by local governing board of the county or city: Denied $\square$ Approved $\square$
	Approval subject to the following conditions:
	Chairman of Governing BodyDate



September 13, 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 2807 Longfellow Rd. N as submitted by Jonathan M. Pikalek & Stephanie M. Hanson. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 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 \$235 with the City of Fargo's share being \$40.

Sincerely

Beń Hushka City Assessor

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 Jonathan Pikate K + Stephanie Phone No. 701 430-6 Hanson	938
2. Address of Property 2807 Longfellow Rd N	
City FARGO State ND Zip Code 5810	
3. Legal description of the property for which the exemption is being claimed.	
Ptof L+9 BIKIO Elm Tree Park	
4. Parcel Number <u>01.07500057000</u> Residential 🔯 Commercial 🗆 Central Business District	
5. Mailing Address of Property Owner	
City State Zip Code	
<ul><li>Description Of Improvements For Exemption</li><li>6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption</li></ul>	is being
claimed (attach additional sheets if necessary). Addition to front of SFO, new	
claimed (attach additional sheets if necessary). <b>Free TION IS Vertice</b> (11) head (11)	nda.
hardwwwdfraring Remodel Kitchen-2 Balths+ all new Wi	
7. Building Permit No. 170 9554 161 439 8. Year Built 1970	
9. Date of Commencement of making the improvement <u>august 2016 + July 2</u>	017
10. Estimated market value of property before improvement \$	
11. Cost of making the improvement (all labor, material and overhead) \$ 164,000	
12. Estimated market value of property after improvement \$_313,900	
12. Estimated market value of property in	
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	n.
Change E. H. H. Dote 9/11	2017
Applicant's Signature Space 774	
Assessor's Determination	
14. The local assessor finds that the improvements in this application has $\Box$ has not $\Box$ met the qualification has $\Box$ has not $\Box$ has not $\Box$ met the qualification has $\Box$ has not $\Box$ has not $\Box$ has not $\Box$ met the qualification has $\Box$ has not $\Box$	RIONS IO
exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK Assessor's Signature Van Kurshon Date 9/13/17	
Assessor's Signature len Ausher Date	
Action of Governing Body	1
15. Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved	dШ
Approval subject to the following conditions:	
Chairman of Governing BodyDateDate	



(e)

September 12, 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 1643 Plumtree Rd N as submitted by Darren N. Dunlop & Donna L. Heck. 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 \$215 with the City of Fargo's share being \$35.

Sincerety, Ben Hushka

City Assessor

# Page 72

	(File with the local city or township assessor) perty Identification
	Name of Property Owner Darven Dunlop + Donna Heck Phone No. 218. 790. 694
2.	Address of Property 1643 Plumtree RdN
	City FARGO State ND Zip Code 5810>
3.	Legal description of the property for which the exemption is being claimed
4.	Parcel Number 01-2360-00360 Residential 🛛 Commercial 🗆 Central Business District 🗆
5.	Mailing Address of Property Owner Same
	City State Zip Code
Des	scription Of Improvements For Exemption
6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is b
	claimed (attach additional sheets if necessary). Kitchen Remodel
7.	Building Permit No. 176994 8. Year Built 1957
7. 9.	Date of Commencement of making the improvement <u>March 2017</u>
	Estimated market value of property before improvement \$_189,800
	Cost of making the improvement (all labor, material and overhead) \$ 12500
	76634
	Estimated market value of property area improvement
Ap 13.	plicant's Certification and Signature         I certify that the above information is correct to the best of my knowledge and I apply for this exemption.         Applicant's Signature       Date 9.12.1
As	sessor's Determination
14.	The local assessor finds that the improvements in this application fias has not met the qualification exemption for the following reasons: <u>SYEMPS FOR QUALIFYING WORL</u> Assessor's Signature <u>SYEMPS</u> Date <u>9/12/17</u>
Ac	tion of Governing Body
15.	Action taken on this application by local governing board of the county or city: Denied Approved Approved Approval subject to the following conditions:



ASSESSMENT DEPARTMENT

September 12, 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 1009 19 Ave. S as submitted by Kevin H. & Karen A. Wilson. 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,

Kusthe

Ben Hushka City Assessor

	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)
Pro	operty Identification
1.	Name of Property Owner Kevin: Karen Wilson Phone No. 701-261-1017
2.	Address of Property 1009 19 Ave )
	City <u>FARGO</u> State ND Zip Code 58103
3.	Legal description of the property for which the exemption is being claimed.
	Lt. 42 Blk 3 Harry A Schnell
4.	Parcel Number 01-31060-00910-00 Residential 🔍 Commercial 🗆 Central Business District 🗆
5.	Mailing Address of Property Owner 1009 19 Ave S
	City Fango State ND Zip Code 58103
De	scription Of Improvements For Exemption
	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being
Ĉ	claimed (attach additional sheets if necessary). New Floor Through our Hous u Baspun
-	Fuctures Kitchen Baths BRMS New Kitchen Gut Basement Remodel. New Elath
	WILLIES KUCKEN DATIS OND NEW KIKAPIN OUT DASHARD KIMORE NEW LIFUTI
7.	Building Permit No. 170026 8. Year Built 962
6.	Date of Commencement of making the improvement 10/2016
10.	Estimated market value of property before improvement
hi.	Cost of making the improvement (all labor, material and overhead) \$ 7 E ODO
	Estimated market value of property after improvement \$\$
-	
1	plicant's Certification and Signature certify that the above information is correct to the best of nor knowledge and I apply for this exemption.
	E HA MAR GGADIN
	Applicant's Signature Control Dates Applicant's Signature
	sessor's Determination
14	. The local assessor finds that the improvements in this application has 🏓 has not 🗆 met the qualifications for
	exemption for the following reason(s) JEARS FOR QUALIFYING WORK
	Assessor's Signature Date 9/12/17
	tion of Governing Body
	. Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
	Approval subject to the following conditions:
	· · · · · · · · · · · · · · · · · · ·
1	Chairman of Governing Body Date



ASSESSMENT DEPARTMENT

September 12, 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 2914 Southgate Dr. S as submitted by Mark L. & Nancy L. Koehn. 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 \$130 with the City of Fargo's share being \$20.

Sincerely,

Ben Hushka City Assessor

	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)
8 8 s	Property Identification
	1. Name of Property Owner Mark: Nancy Koehn Phone No
	2. Address of Property 2914 Southquite Dr. S.
_	City <u>FARGO</u> State ND Zip Code S8103
	3. Legal description of the property for which the exemption is being claimed.
	Lt. 24 BIK II Westgorte Village Addn.
	4. Parcel Number ()1-4000- 01860-000 esidential 🛛 Commercial 🗆 Central Business District 🗆
	5. Mailing Address of Property Owner_ 2914 Southgold On S
	City Fargo State NO Zip Code S8103
	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). two bathroom model
90	w/ flooring / Sixtures
	7. Building Permit No. 190181 8. Year Built 1975
	9. Date of Commencement of making the improvement March 2017
	10. Estimated market value of property before improvement \$
	11. Cost of making the improvement (all labor, material and overhead) \$ 37,000
	12. Estimated market value of property after improvement \$ 362,400
	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 Nancy Koth Date 9-2-17
	Assessor's Determination
	14. The local assessor finds that the improvements in this application has $\Box$ has not $\Box$ met the qualifications for
	exemption for the following reason(s) 5 YEARS FOR QUALIFYING WINK
	Assessor's Signature Jell Afushber DateDate
	Action of Governing Body
	15. Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
-	Approval subject to the following conditions:
	Chairman of Governing BodyDate



(h)

ASSESSMENT DEPARTMENT

September 11, 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 218 21 Ave. N as submitted by Jason T. Wollum & Stephanie A. Hansen. 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 \$30 with the City of Fargo's share being \$5.

Sincerely Jerekke

Ben Hushka City Assessor

# 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		
Name of Property Owner Jason Wollums Stephanie Hansen Phone No. 320/226-5879		
2. Address of Property 218 21 Ave N		
City FARGO State ND Zip Code 58102		
3. Legal description of the property for which the exemption is being claimed.		
Lt12 BIK2 Halland Newman 2nd		
4. Parcel Number 01-1110-002-70-22) 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). Full bath remodel		
7. Building Permit No.         170669         8. Year Built         1953		
9. Date of Commencement of making the improvement May 2017		
10. Estimated market value of property before improvement   \$\$		
11. Cost of making the hiplovement (an faoor, matchar and overhead) $\phi_{}$		
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 Dephate Dansu Date_ 9/7/17		
Assessor's Determination		
14. The local assessor finds that the improvements in this application has has not in the qualifications for		
exemption for the following reason(s) 5 YEARS FOR QUALIFYING NOR		
Assessor's Signature Much Muster Date 9/2/11		
Action of Governing Body		
15. Action taken on this application by local governing board of the county or city: Denied Approved Approved Approval subject to the following conditions:		
Chairman of Governing BodyDate		



(bi)

ASSESSMENT DEPARTMENT

September 11, 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 114 16 Ave. N as submitted by John L. & Sharon E. Matejcek. 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 \$130 with the City of Fargo's share being \$20.

Sincerely nella

Ben Hushka City Assessor

Application For Property Tax Exemption For Improvement To Commercial And Residential Buildings North Dakota Century Code ch. 57-02.2 (File with the local city or township assessor)	ŚŚ
Property Identification	
1. Name of Property Owner John & Sharm Makjak Phone No. 29:	3-6618
2. Address of Property 114 16 AVEN	
City FARGO State ND Zip Code 5810	2
3. Legal description of the property for which the exemption is being claimed	
Central Business	
5. Maining Address of Flopenty Owned	
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 ex	emption is bein
claimed (attach additional sheets if necessary). Full Kitchen rem	ode l
7. Building Permit No. 170151 8. Year Built 1950	
9. Date of Commencement of making the improvement 2/2017	
10. Estimated market value of property before improvement \$ 145,600	
11. Cost of making the improvement (all labor, material and overhead) \$10w	¥
12. Estimated market value of property after improvement \$\$_	
Applicant's Certification and Signature 13. I certify that the above information is correct to the best of my knowledge and I apply for this	exemption.
Applicant's Signature John Maleycela Date 7	-11-17
Assessor's Determination	
14. The local assessor finds that the improvements in this application frage       □ has not       □ met the exemption for the following reason(s): 5 YEAAS FOR QUALIFYING Assessor's Signature         Assessor's Signature       □ Date       9/12	Inne
Action of Coverning Body	
15. Action taken on this application by local governing board of the county or city: Denied $\Box$	Approved 🗆
Approval subject to the following conditions:	
Chairman of Governing Body Date	



September 19, 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 1020 5 St. N as submitted by Harold & Lila D. Unruh. 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 \$40 with the City of Fargo's share being \$5.

Sincerel alka

Ben Hushka City Assessor

# 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_Harold + Lila Unmh Phone No. 235-8929			
2. Address of Property 1020 55+N			
City <u>FARGO</u> State ND Zip Code 58102			
2 Legal description of the property for which the exemption is being claimed.			
Ptofl+5, 4 BIK 14 Nectors			
4. Parcel Number 01-1160.02530700 Residential 🕼 Commercial 🗌 Central Business District 🗌			
5. Mailing Address of Property Owner Same			
City State Zip Code			
Description Of Improvements For Exemption			
C Describe the type of renovating remodeling or alteration made to the building for which the exemption is being			
claimed (attach additional sheets if necessary). Add '/2 Balm on main flow			
7. Building Permit No. 171403 8. Year Built 1902			
1. Building Formerto August 2017			
10. Estimated market value of property outpro-			
11. Cost of making the improvement (all labor, material and overhead) \$6000         12. Estimated market value of property after improvement         \$90600			
12. Estimated market value of property after improvement \$\$			
Applicant's Certification and Signature           13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.			
Applicant's Signature_Lile Unruh Date_9-18-17			
Assessor's Determination			
<ul> <li>Assessor's Determination</li> <li>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 INTRACE</li> </ul>			
Assessor's Signature Len Muchkee Date 9/20/17			
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:			
Approva dadjoo to ini ini ini ini d			
Chairman of Governing Body Date			





ASSESSMENT DEPARTMENT

September 19, 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 1122 7 St. N as submitted by Scott W. Pryor & Amy E. Rand. 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 \$690 with the City of Fargo's share being \$115.

Sincerely - Kustos

Ben Hushka City Assessor

	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)
	perty Identification
1.	Name of Property Owner Scott Pryor & Army Rand Phone No. 701 1491-0783
2.	Address of Property 1122 7 St N
	City FARGO State NDZip Code 58/07
3.	Legal description of the property for which the exemption is being claimed.
	L+7 BIK3 Chapins
4.	Parcel Number 01-0440.00790 Residential Q Commercial Central Business District
	Mailing Address of Property Owner Same
5.	
	City State Zip Code
Des	cription 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). Addition - 2 Stom
	Replace Roof - Create Bedroom, Mudram Remodel Kitche
7.	Building Permit No. 170367 8. Year Built 1939
9.	Date of Commencement of making the improvement <u>april 2017</u>
10.	Estimated market value of property before improvement \$\$
11.	Cost of making the improvement (all labor, material and overhead) \$
12.	Estimated market value of property after improvement \$_229,300
	plicant's Certification and Signature
13.	I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
	Applicant's Signature Date 9 15 17
	Applicant's Signature
Ass	The local assessor finds that the improvements in this application has $\Box$ has not $\Box$ met the qualifications for
14.	The local assessor finds that the improvements in this application has not a met the quantertons for exemption for the following reasons): 5 YEARS FOR QUALIFYING WORK
	Assessor's Signature flui Austra Date Date
Act	tion of Governing Body
15.	Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
	Approval subject to the following conditions:
	Chairman of Governing BodyDate



ASSESSMENT DEPARTMENT

September 19, 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 1533 4 St. N as submitted by Elmer H. & Clara J. Mueller. 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 \$120 with the City of Fargo's share being \$20.

Sincerely, Jushe

Bén Hushka City Assessor

	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)
Pro	perty Identification
1.	Name of Property Owner Elmer + Clara Mueller Phone No. 701 361.935
2.	Address of Property1533 4 st N
	City FARGO StateND Zip Code 5 8/02
3.	Legal description of the property for which the exemption is being claimed.
э.	L+3 BIK3 Hogans
4.	Parcel Number 01. 1280.0056020 Residential 🖾 Commercial 🗆 Central Business District 🗆
5.	Mailing Address of Property Owner Same
	City State Zip Code
De	scription Of Improvements For Exemption
6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is be
	claimed (attach additional sheets if necessary). Housing Rehab Project - Reside
	Dwelling/ Gwage, Rplice windows/ Ext. Doors - update Flect
7	Building Permit No.         170743         8. Year Built         1950
7.	
9.	Date of Commencement of making the improvement May 2017 Estimated market value of property before improvement \$ 128,400
11.	Cost of making the improvement (all labor, material and overhead) \$30,486
12.	Estimated market value of property after improvement \$ 137,800
4.0	nligent'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 Elmen H. Muellen Date 9-16-
Å -	sessor's Determination
A.S.	The local assessor finds that the improvements in this application $\Delta S^{\Box}$ has not $\Box$ met the qualification
14,	SVERAC FOR OVALIFYING WORK
	Assessor's Signature flue Chuselba Date 9/20/17
٨٠	tion of Governing Body
AC 15	Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$
10	Approval subject to the following conditions:
	······································
	Chairman of Governing BodyDate



September 19, 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 1317 1 Ave. N as submitted by James Fletcher. 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 \$490 with the City of Fargo's share being \$85.

Sincerel Kustka

Ben Hushka City Assessor

	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)
Pro	operty Identification
1.	Name of Property Owner James Fletcher Phone No. 218/849-1724
2.	Address of Property 1317 1 Ave N
	City FARGO State ND Zip Code 58107
3.	Legal description of the property for which the exemption is being claimed.
×.,	LTIT BIK 19 Reeves
4.	Parcel Number <u>61-2340-02940</u> Residential 🛛 Commercial 🗆 Central Business District 🗆
5.	Mailing Address of Property Owner 15043 Summer Island Rd
	City_Lalle Panc State_MN Zip Code_ 56554
De	scription Of Improvements For Exemption
6.	Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being
	claimed (attach additional sheets if necessary). Repair Interior wells, new fixtures,
	dows trim, flowing, siding, shingles a windows
	Building Permit No. 171029 8. Year Built 1906
7.	Date of Commencement of making the improvement June 2017
9.	. Estimated market value of property before improvement \$\$
	109 200
12	. Estimated market value of property after improvement \$_198,200
Aj	oplicant's Certification and Signature
13	T certify that the above information is correct to the best of my knowledge and I apply for this exemption.
	Applicant's Signature Aares / Kult Date
As	ssessor's Determination
14	The local assessor finds that the improvements in this application that $\Box$ has not $\Box$ met the qualifications for
	exemption for the following reason(s): S YEARS FOR QUALIFYING, WORK Assessor's Signature UM / Chushbo Date 9/20/17
	Assessor's Signature Julia Austracia Date 12111
A	ction of Governing Body
15	. Action taken on this application by local governing board of the board of the board of the
	Approval subject to the following conditions:
	Chairman of Governing BodyDate

.



ASSESSMENT DEPARTMENT

September 19, 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 1629 2 Ave. S as submitted by James Fletcher. 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 \$645 with the City of Fargo's share being \$110.

Sincerek Chuston

Ben Hushka City Assessor

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 James Fletcher Phone No. 218/849-17	24
2. Address of Property 1629 2 Ave S	
City <u>FARGO</u> State ND Zip Code 58103	
3. Legal description of the property for which the exemption is being claimed $p + L + 1 B   K 4 Fu   res$	
4. Parcel Number 01-0980.00680.000 Residential 🕱 Commercial 🗆 Central Business District 🗆	
15043 Summer Island Rd	
5. Mailing Address of Property Owner_10017 Oct. 2018 City_Lake Park State_MN Zip Code_56554	
Description Of Improvements For Exemption	einc
6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is b	
claimed (attach additional sheets if necessary). New windows, shingles, Side	ng
replaced repaired interior finishes	_
7. Building Permit No. 170473 8. Year Built 1949	
9. Date of Commencement of making the improvement Cupril 2017	
10. Estimated market value of property before improvement   \$\$	
$2 \alpha \beta \alpha$	
11. Cost of making the improvement (an labor, material and overhead) (	
12. Estimated market value of property after improvement \$186,700	
Applicant's Certification and Signature	
Applicant's Certification and Egglater - 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 9-16-20	17
Assessor's Determination	
Assessor's Determination 14. The local assessor finds that the improvements in this application has $\Box$ has not $\Box$ met the qualification $V_{1}$ has $\Omega_{1}$ has $\Omega_{1}$ met the qualification has $\Omega_{1}$ has $\Omega_{2}$ has	10
exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORL Assessor's Signature Mu hundling Date 9/20/17	~
Assessor's Signature Ull Alus Alus DateDate	_
Action of Governing Body	
15. Action taken on this application by local governing board of the county or city: Denied $\Box$ Approved $\Box$	
Approval subject to the following conditions:	
Chairman of Governing BodyDate	



**BUILDINGS & GROUNDS** 200 3rd Street North Fargo, North Dakota 581.02

# MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: SCOTT STENVOLD, PHYSICAL PLANT COORDINATOR

DATE: SEPTEMBER 12<sup>th</sup>, 2017

SUBJECT: BIDS FOR CUSTODIAL SERVICES, 7 LOCATIONS

Attached is the bids tab sheet for custodial services at 7 City Buildings. These are 3-year contracts, in place 11/01/2017 - 10/31/2020.

I recommend that the City Commission approve awarding the contracts as follows:

1) Service Master Pros:	Public Safety Building, 4630 15 Ave. N.	\$ 61,866.00
2) Osgood Services:	Fargo Public Health, 1240 25 St. S. Downtown Library, 102 3 St. N. NorthPort Library, 2714 Broadway	\$543.000.00 \$243,000.00 \$ 34,200.00
3) Design Cleaning	Municipal Court, 402 NP Ave. City Hall West Wing, 200 3 St. N. Carlson Library, 2801 32 Ave. S.	\$ 84,600.00 \$ 75,600.00 \$ 46,800.00

These costs came in slightly under what the City is currently paying for janitorial services at these locations, and funds are available in the Bldgs. & Grounds Custodial Account.

Thank you for your consideration in this matter.

ATTACHMENTS:

## BIDS TAB SHEET CONTRACTS (3)



BUILDINGS & GROUNDS 200 3rd Street North Fargo, North Dakota 58102

# CUSTODIAL BID TABULATIONS

# 3 YEAR TERMS BEGINNING NOV. 1st, 2017

# MAIN LIBRARY/NORTHPORT LIBRARY/CARLSON LIBRARY PUBLIC HEALTH/PUBLIC SAFETY/MUNICIPAL COURT/CITY HALL WEST WING

Main Lib.	ServiceMasters	\$271,054
	Osgood Services	\$243,000
Pub. Health	ServiceMasters	\$556,362
	Osgood Services	\$543,000
Pub. Safety	ServiceMasters	\$061,866
	Osgood Services	\$073,500
Carlson Lib.	ServiceMasters	\$043,545
	Osgood Services	\$043,400
	Diversified Clnrs.	\$059,416
	Design Cleaning	\$046,800
NPort Lib.	ServiceMasters	\$066,562
	Osgood Services	\$034,200
	Thur-O-Clean	\$043,200
City Hall WW		\$107,603
	Design Cleaning	\$075,600
Mun. Court	ServiceMasters	\$097,458
	Design Cleaning	\$084,600



# BUILDINGS & GROUNDS 200 3rd Street North Fargo, North Dakota 58102

## CUSTODIAL CONTRACT PUBLIC SAFETY BUILDING

Upon approval of the Fargo City Commission, ServiceMaster will provide custodial services beginning Wed., Nov. 1<sup>st</sup>, in accordance with the standards set forth in the A) General Cleaning Requirements, B) Building Specific Requirements, C) Addendums {3} re: General Cleaning Standards and {1} Building Specific Standard for the following facility at the rates listed below.

This is a 3 year contract, ending Oct. 31<sup>st</sup>, 2020.

Billing is to be submitted monthly on the last scheduled cleaning day for that month. City of Fargo will remit payment within 30 days of receipt of invoice.

Either party may opt out with a 2-months advance written notice.

Public Safety Building, 4630 15th Ave N.

Year #1: Year #2: Year #3:

\$1,668.00/mo. \$1,668.00/mo. \$1,770.00/mo.

Company lD Address Line 1 Address Line 2 Address Line 3

9965

Physical Plant Coordinator

City of Fargo, Bldgs. & Grounds

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

September 18th, 2017

Phone E-Mail

01-478



# BUILDINGS & GROUNDS 200 3rd Street North Fargo, North Dakota 58102

## CUSTODIAL CONTRACT

## MUNICIPAL COURT/CITY HALL WEST WING/CARLSON LIBRARY

Upon approval of the Fargo City Commission, Design Cleaning will provide custodial services beginning Wed., Nov. 1<sup>st</sup>, in accordance with the standards set forth in the A) General Cleaning Requirements, B) Building Specific Requirements, C) Addendums {3} re: General Cleaning Standards and {1} Building Specific Standard for the following facilities at the rates listed below.

This is a 3 year contract, ending Oct. 31<sup>st</sup>, 2020.

Billing is to be submitted monthly on the last scheduled cleaning day for that month. City of Fargo will remit payment within 30 days of receipt of invoice. Each facility is to be invoiced separately.

Either party may opt out with a 2-months advance written notice. >>> Note: City Hall West Wing duration contingent on New City Hall Remodel/Move.

Municipal Court, 402 NP Ave.

CH West Wing, 200 3rd St. N.

Carlson Library, 2801 32<sup>nd</sup> Ave. S.

Date Signed Company Address Line 1 Nawle Address Line 2

Address Line 3 100

Year #1:	\$2,350/mo.
Year #2:	\$2,350/mo.
Year #3:	<u>\$2,350/mo.</u>
Year #1:	\$2,100/mo.
Year #2:	\$2,100/mo.
Year #3:	\$2,100/mo.
Vanuella.	61 200/ /-

 Year #1:
 \$1,300/mo. (+ Fill-in @ \$125/day)

 Year #2:
 \$1,300/mo. (+ Fill-in @ \$125/day)

 Year #3:
 \$1,300/mo. (+ Fill-in @ \$125/day)

Initial

Physical Plant Coordinator

City of Fargo, Bldgs. & Grounds

200 3<sup>rd</sup> St. N., Fargo, ND 58102

September 18th, 2017



## CUSTODIAL CONTRACT FARGO PUBLIC HEALTH/FARGO PUBLIC LIBRARY/NORTHPORT LIBRARY

Upon approval of the Fargo City Commission, Osgood Services will provide custodial services beginning Wed., Nov. 1<sup>st</sup>, in accordance with the standards set forth in the A) General Cleaning Requirements, B) Building Specific Requirements, C) Addendums {3} re: General Cleaning Standards and {1} Building Specific Standard for the following facilities at the rates listed below.

This is a 3 year contract, ending Oct. 31<sup>st</sup>, 2020.

Billing is to be submitted monthly on the last scheduled cleaning day for that month. City of Fargo will remit payment within 30 days of receipt of invoice. Each facility is to be invoiced separately.

🕰 ndatistice n. i. it. i

Either party may opt out with a 2-months advance written notice.

Fargo Public Health, 1240 25<sup>th</sup> St. S.

Fargo Public Library, 102 3<sup>rd</sup> St. N.

Northport Library, 2714 N. Broadway

Year #1:	\$15,000/mo.
Year #2:	\$15,083/mo.
Year #3:	\$15,167/mo.
Year #1:	\$6,667/mo.
Year #2:	\$6,750/mo.
Year #3:	\$6,833/mo.
Year #1:	\$908/mo.
Year #2:	\$950/mo.
<u>Year #3:</u>	<u>\$992/mo.</u>

19-17 DOTIONOR ruices Compan Bluestern Drive 3155 Address Line 1 SUTTE AW Address Line 2 58078 est Fargo, ND Address Line 3 101.552.310 Phone clean TOL. COM ervice Q E-Mail

Physical Plant Coordinator

City of Fargo, Bldgs. & Grounds

200 3<sup>rd</sup> St. N., Fargo, ND 58102

September 18th, 2017





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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 14, 2017

RE: CONTRACT WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR INCREASING BREASTFEEDING RATES/REDUCING OVERWEIGHT AND OBESITY PROGRAM CONTRACT NO. G17.435 CFDA NO. 93.994, \$160,000

The attached contract with the North Dakota Department of Health is to increase breastfeeding rates and reduce overweight and obesity in children in Cass County. Total contract is \$280,000 of which \$160,000 is Federal and \$120,000 is local match fulfilled by current staff salary and benefits. The following budget adjustments need to be made:

2	01	8 E	İxp	en	se	

Marketing	101-6035-451-34-20	\$ 8,500
Contract Services	101-6035-451-38-11	\$15,000
In State Travel	101-6035-451-56-60	\$ 1,000
Out State Travel	101-6035-451-57-60	\$ 2,000
2018 Revenue:		
MCH	101-0000-331-12-48	\$64,000

Please call Ruth Roman at 241-1380 if you have any questions.

**Suggested Motion:** Move to approve the contract with North Dakota Department of Health for increasing breastfeeding and reducing childhood obesity.

RR/la Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



GRANT NUMBER				the second se
	CFDA NAME	CFDA NUMBER	START DATE	END DATE
G17.435	Maternal and Child Health Services Block Grant to the States	93.994	10/1/2017	9/30/2018
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	FAIN NUMBER	GRANT TYPE: PROGRAM or R&D	r R&D
10/31/2016	Department Of Health And Human Services	B04MC30632	Program	WIND DOOLMENT
THIS AWARD	THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.	ARD SHOULD NOT BE INCURRED UN	TIL ALL PARTIES HAVE SIGNED	I'II'S DOCOMENT.
TITLE OF PROJECT/PROGRAM	Increasing Breastfeeding Rates/Reducing Overweight and Obesity	NDDoH PROJECT CODE	4541 HLH 3137 03	
GRANTEE NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Kim Mertz	
ADDRESS	1240 25th Street South	ADDRESS	600 East Boulevard Ave., Dept. 301	1, 301
CITY/STATE/ZIP	Fargo, ND 58103-2367	CITY/STATE/ZIP	Bismarck, ND 58505-0200	
CONTACT NAME	Ruth Roman	CONTACT NAME	Kim Mertz	
TFL FPHONE NUMBER	701.241.1360	TELEPHONE NUMBER	701.328.4528	
EMAIL	rroman@cityoffargo.com	EMAIL	kmertz@nd.gov	
	NDDoH Cost Share	Grantee Cost Share		Total Costs
Amount Awarded	\$160,000	\$120,000		\$280,000
Previous Funds Awarded	OS	0\$		SO
Total Funds Awarded	\$160,000 \$120,000 \$280,000	\$120,000		\$280,000
SCOPE OF SERVICE	Reimbursement will be processed upon Department approval of expenditure, data, and progress reports. Reporting Requirements are further defined in Attachment A.	senditure, data, and progress reports. Rep	orting Requirements are further de	efined in Attachment A.
REPORTING REQUIREMENTS				
INDIRECT RATE (check one)	Subrecipient waived indirect costs	X De minimis rate of 10%	Negotiated/Approved rate of	oved rate of%
Ē	Special Conditions are defined in Attachment B.			
This Notice of Grant Award is subj issued by the North Dakota Dep	This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Dakota Department of Health as signed by the North Department of Health a	y reference in the following: (1) Requir 2017 to June 30, 2019 [Accounting Use remitations.	ements Addendum and Grantee Only Requirements received	ddendum and Grantee Assurances for Notice of Grant Awards Requirements received] and (2) applicable State and Federal
EVIL	EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	ANCE
DATE 9/14/17	Red Rover	DATE	SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	ZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	ZED REPRESENTATIVE	
Ruth Roman, Director of Public Health		Kim Mertz, Section Chief, Healthy and Safe Communities	d Safe Communities	
DATE	SIGNATURE	DATE	SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	REPH	TYPED NAME/TITLE OF AUTHORI	ZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo	Fargo In the standard of the sector of the sector of the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.	If you did not receive attachments as indicated, contact	the Program Director identified above.	

Page 98 **Public Health** Prevent. Promote. Protect. Fargo Cass Public Health



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

#### MEMORANDUM

- TO: BOARD OF CITY COMMISSIONERS
- FROM: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 14, 2017

RE: CONTRACT WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR INCREASING BREASTFEEDING RATES/REDUCING OVERWEIGHT AND OBESITY PROGRAM CONTRACT NO. G17.435 CFDA NO. 93.994, \$160,000

The attached contract with the North Dakota Department of Health is to increase breastfeeding rates and reduce overweight and obesity in children in Cass County. Total contract is \$280,000 of which \$160,000 is Federal and \$120,000 is local match fulfilled by current staff salary and benefits. The following budget adjustments need to be made:

2017 Expense: Marketing	101-6035-451-34-20	\$ 2,500
2017 Revenue: MCH	101-0000-331-12-48	\$14,000

Please call Ruth Roman at 241-1380 if you have any questions.

**Suggested Motion:** Move to approve the contract with North Dakota Department of Health for increasing breastfeeding and reducing childhood obesity.

RR/la Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



	SFN 53771 (1-2016)	600 E BOULEVARD AVE, DEPT, 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE
G17 435	Maternal and Child Health Services Block Grant to the States	<u>9</u> 3.994	10/1/2017	9/30/2018
FEDERAL AWARD DATE		FAIN NUMBER	GRANT TYPE: PROGRAM or R&D	r R&D
10/31/2016	Department Of Health And Human Services	B04MC30632	Program	
THIS AWARI	THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AV	ATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.	IL ALL PARTIES HAVE SIGNED	THIS DOCUMENT.
TITLE OF PROJECT/PROGRAM	Increasing Breastfeeding Rates/Reducing Overweight and Obesity		4541 HLH 3137 03	
GRANTEE NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Kim Mertz	
ADDRESS	1240 25th Street South	ADDRESS	600 East Boulevard Ave., Dept. 301	t. 301
CITY/STATE/ZIP	Fargo, ND 58103-2367	CITY/STATE/ZIP	Bismarck, ND 58505-0200	
CONTACT NAME	Ruth Roman	CONTACT NAME	Kim Mertz	
TELEPHONE NUMBER	701.241.1360	TELEPHONE NUMBER	701.328.4528	
EMAIL	rroman@cityoffargo.com	EMAIL	kmertz@nd.gov	
	NDDoH Cost Share	Grantee Cost Share		Total Costs
Amount Awarded	\$160,000	\$120,000		\$280,000
Previous Funds Awarded	\$0	0\$		\$0
Total Funds Awarded	\$160,000	\$120,000		\$280,000
SCOPE OF SERVICE	Gramee agrees to carry out: 1) a program to increase preasureautions objectives, strategies and activities, stated in the grant applications	grant applications submitted by the Grantee dated September 2017.	sr 2017.	
REPORTING REQUIREMENTS	Reimbursement will be processed upon Department approval of ex	ent approval of expenditure, data, and progress reports. Reporting Requirements are further defined in Attachment A.	orting Requirements are further de	slined in Attachment A.
INDIRECT RATE (check one)	Subrecipient waived indirect costs	X De minimis rate of 10%	Negotiated/Approved rate of	oved rate of%
	Special Conditions are defined in Attachment B.			
SPECIAL CONDITIONS				
This Notice of Grant Award is sul issued by the North Dakota De	This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only Requirements received] and (2) applicable State and Federal received by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only	y reference in the following: (1) Require 2017 to June 30, 2019 [Accounting Use ( resultations	ements Addendum and Grantee Only Requirements received	ddendum and Grantee Assurances for Notice of Grant Awards Requirements received] and (2) applicable State and Federal
EV.	EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	ANCE
September 14, 2017	Rever Roments signature	DATE	SIGNATURE	
TYPED NAME/TITLE OF AUTHOR	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	ED REPRESENTATIVE	14
Ruth Roman, Direct	or of Public Health	Kim Mertz, Section Chief, Healthy and Safe Communities	I Safe Communities	
		DATE	SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	IZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	ED REPRESENTATIVE	
Ttmothy I Mahoney Mavor, City	- Mawar City of Raron	of Fargo Brenda M. Weisz, CFO		







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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 15, 2017
- RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-10815 CFDA NO. N/A, \$180,000

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention.

The following budget adjustment is required for this contract:

2017 Expense:		
Marketing	101-6010-451-34-20	\$ 4,000
Contract Services	101-6010-451-38-11	\$18,000
Medical Supplies	101-6010-451-61-20	\$ 3,600
Pharmacy	101-6010-451-61-21	\$11,400
2017 Revenue:		
Opioid STR Community Grant	101-0000-331-12-50	\$90,000

If you have questions, please contact Ruth Roman at 241-1380.

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

RR/la Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



#### CONTRACT #810-10815

#### PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo d/b/a Fargo Cass Public Health (Vendor), 1240 25<sup>th</sup> Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

#### 1. TERM OF THE AGREEMENT

This Agreement runs from August 15, 2017, through April 15, 2018.

a. No Automatic Renewal

This Agreement will not automatically renew.

b. Extension Option

State reserves the right to extend the Agreement for an additional period of time, not to exceed 12 months, beyond the current termination date of the Agreement.

#### c. Renewal Option

State may renew this Agreement upon satisfactory completion of the initial agreement term. Renewals are based on the availability and approval of funds. State reserves the right to execute up to two options to renew this Agreement under the same terms and conditions for a period of 24 months each. State may negotiate with Vendor to adjust the firm fixed price for each renewal period. State will provide written notice to Vendor of its intent to renew this Agreement this Agreement at least 30 days before the agreement's expiration date.

#### 2. SCOPE OF SERVICE

Vendor shall increase access to treatment, reduce unmet treatment needs, and reduce overdose-related deaths through the implementation of evidence-based prevention, treatment, and recovery activities (as part of the State Targeted Response to the Opioid Crisis Grant [Opioid STR]) as outlined in State's Request for Proposal (RFP) number 325-17-810-022, dated June 20, 2017, and Vendor's proposal, dated July 17, 2017, which are both made a part of this Agreement by their reference here.

#### 3. <u>COMPENSATION</u>

State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Vendor \$144,000 for Treatment and

Recovery and \$36,000 for Prevention in order to complete the scope of service. Total payment under this Agreement may not exceed \$180,000. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

#### 4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

#### b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

#### c. Termination for Lack of Funding or Authority

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

#### 6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

#### 7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

#### 8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

#### 9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

#### 10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

#### 11. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

#### 12. INSURANCE

Vendor shall secure and keep in force during the term of this Agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Agreement.
- Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Vendor.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duty to defend, indemnify, and hold harmless the State under this Agreement shall not be limited by the insurance required in this Agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverages of an additional insured under these policies.
- 5) The insurance required in this Agreement, through a policy or endorsement, shall include:
  - a) a "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
  - b) a provision that the policy and endorsements may not be canceled or modified without 30 days' prior written notice to the undersigned State representative;
  - c) a provision 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 North Dakota Century Code § 54-12-08;
  - d) a provision that Vendor's insurance coverage shall be primary (i.e. pay first) as respects to any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the Vendor's insurance and shall not contribute with it;
  - e) cross liability/severability of interest for all policies and endorsements;

- f) the legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
- g) the insolvency or bankruptcy of the insured Vendor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Vendor from meeting the retention limit under the policy.
- 6) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this Agreement is a material breach of contract entitling the State to terminate this Agreement immediately.

#### 13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo d/b/a Fargo Cass Public Health 1240 25<sup>th</sup> Street South Fargo, ND 58103

ND Department of Human Services OR Behavioral Health Division 1237 W. Divide Ave, Suite 1D Bismarck, ND 58501

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

### 14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement, including the following documents, constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Agreement, the documents must control in this order of precedence:

- a. The terms of this Agreement as may be amended;
- b. State's Solicitation Amendment #2 to RFP number 325-17-810-022, dated July 18, 2017;
- c. State's Solicitation Amendment #1 to RFP number 325-17-810-022, dated June 30, 2017;
- d. State's RFP number 325-17-810-022, dated June 20, 2017;
- e. Vendor's proposal, dated July 17, 2017, in response to RFP number 325-17-810-022.

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

#### 15. <u>SEVERABILITY</u>

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

#### 16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

#### 17. ASSIGNMENT

Neither party may assign this Agreement or the party's rights under this Agreement without the written approval of the other party. Approval to assign may not be unreasonably withheld. This Agreement is equally binding on the respective parties and their successors and assigns.

#### 18. SPOLIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

#### 19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

#### 20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

#### 21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

#### 22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

#### 23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

#### 24. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

#### 25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

#### 26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO D/B/A FARGO CASS PUBLIC HEALTH

9/15/2017

Ruth Roman <sub>|ts\_</sub> Director of Public Health DATE

45-6002069 Vendor's Federal Taxpayer Identification Number

By\_\_\_

DATE

Timothy J. Mahoney Its Mayor, City of Fargo

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By\_

CHRISTOPHER D. JONES EXECUTIVE DIRECTOR DATE

By\_

AMY JANGULA JOHNSON CONTRACT OFFICER Approved for form and content DATE



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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 14, 2017

# RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-10815 CFDA NO. N/A, \$180,000

This is a request to approve the attached Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention.

The following budget adjustment is required for this contract:

## 2018 Expense:

Marketing	101-6010-451-34-20	\$ 6,000
Contract Services	101-6010-451-38-11	\$26,000

# 2018 Revenue:

Outstal OTD Community Cropt	101-0000-331-12-50	\$90,000
Opioid STR Community Grant	101-0000-331-12-30	ψ30,000
1		

If you have questions, please contact Ruth Roman at 241-1380.

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Human Service for substance abuse prevention.

RR/la Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



#### PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo d/b/a Fargo Cass Public Health (Vendor), 1240 25<sup>th</sup> Street South, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

#### 1. TERM OF THE AGREEMENT

This Agreement runs from August 15, 2017, through April 15, 2018.

a. No Automatic Renewal

This Agreement will not automatically renew.

b. Extension Option

State reserves the right to extend the Agreement for an additional period of time, not to exceed 12 months, beyond the current termination date of the Agreement.

#### c. Renewal Option

State may renew this Agreement upon satisfactory completion of the initial agreement term. Renewals are based on the availability and approval of funds. State reserves the right to execute up to two options to renew this Agreement under the same terms and conditions for a period of 24 months each. State may negotiate with Vendor to adjust the firm fixed price for each renewal period. State will provide written notice to Vendor of its intent to renew this Agreement at least 30 days before the agreement's expiration date.

#### 2. <u>SCOPE OF SERVICE</u>

Vendor shall increase access to treatment, reduce unmet treatment needs, and reduce overdose-related deaths through the implementation of evidence-based prevention, treatment, and recovery activities (as part of the State Targeted Response to the Opioid Crisis Grant [Opioid STR]) as outlined in State's Request for Proposal (RFP) number 325-17-810-022, dated June 20, 2017, and Vendor's proposal, dated July 17, 2017, which are both made a part of this Agreement by their reference here.

#### 3. <u>COMPENSATION</u>

State, upon receipt and approval of SFN 1763 Request for Reimbursement or other form required by State, shall pay Vendor \$144,000 for Treatment and

Recovery and \$36,000 for Prevention in order to complete the scope of service. Total payment under this Agreement may not exceed \$180,000. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

## 4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

#### b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

#### c. <u>Termination for Lack of Funding or Authority</u>

State may terminate the whole or any part of this Agreement, effective upon delivery of written notice to Vendor or on any later date stated in the notice, under any of the following conditions:

- If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
- If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Agreement under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

#### d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

The rights and remedies of State provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### 5. NONPERFORMANCE

Failure by Vendor to perform the terms of this Agreement constitutes a breach of contract and will result in the termination of the Agreement. If a breach by Vendor renders the Agreement impossible of performance by Vendor and is caused by circumstances beyond the control of Vendor, and through no fault of Vendor, the Agreement will be terminated and State may set off, against any liability or obligations owed to Vendor under this Agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

#### 6. FORCE MAJEURE

Vendor shall not be held responsible for delay or default caused by fire, flood, riot, acts of God, or war if the event is beyond Vendor's reasonable control, and Vendor gives notice to State immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

#### 7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

#### 8. <u>VENDOR ASSURANCES</u>

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

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Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

## 10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

#### 11. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Vendor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Vendor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Vendor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Agreement.

#### 12. INSURANCE

Vendor shall secure and keep in force during the term of this Agreement and Vendor shall require all subcontractors, prior to commencement of an agreement between Vendor and the subcontractor, to 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
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If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

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This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

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Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

## 20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

# 21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

### 22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in this Agreement, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

## 23. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

## 24. ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

#### 25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

#### 26. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO D/B/A FARGO CASS PUBLIC HEALTH

9/15/2017

DATE

Ruth Roman Its Director of Public Health

45-6002069 Vendor's Federal Taxpayer Identification Number

By\_\_\_

DATE

Timothy J. Mahoney <sub>lts</sub> Mayor, City of Fargo

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By\_

CHRISTOPHER D. JONES EXECUTIVE DIRECTOR DATE

By\_

AMY JANGULA JOHNSON CONTRACT OFFICER Approved for form and content DATE

Contract #810-10815





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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 13, 2017
- RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE CHRONIC DISEASE PROGRAM CONTRACT NO. G17-427 CFDA NO. 93.758, \$20,000

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

No budget adjustment is required for this contract.

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

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

RR/la Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



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Brenda M. Weisz, CFO	TYPED NAME/TITLE OF AUTHORI	ZED REPRESENTATIVE Mayor City of Fargo	Brenda M. Weisz, CFO		





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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 13, 2017
- RE: AGREEMENT WITH LUTHERAN SOCIAL SERVICES OF NORTH DAKOTA FOR REFUGEE HEALTH SERVICES FOR \$11,000

This is a request to approve the attached agreement with Lutheran Social Services of North Dakota for the refugee health services and interpreters.

No budget adjustment is required for this contract.

If you have questions, please contact Ruth Roman at 241-1380.

**Suggested Motion:** Move to approve the contract agreement with Lutheran Social Services of North Dakota.

RR/LA Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



## CONTRACT # 2018-HP 3

## GRANT AGREEMENT

Lutheran Social Services of North Dakota (Grantor), 3911 20<sup>th</sup> Avenue S, Fargo ND 58103, has determined the services identified in the Scope of Service paragraph below form an appropriate basis for the expenditure of federal funds allocated to Grantor.

Fargo Cass Public Health, 1240 25<sup>th</sup> Street S, Fargo ND 58103, is appropriate to provide those services.

Grantor and Grantee therefore enter into the following:

## 1. TERM OF GRANT

This grant runs from August 15, 2017 through August 14, 2018. This grant may be terminated at any time by mutual consent of both parties, or upon 30 days' written notice by either party, with or without cause.

# 2. SCOPE OF SERVICE, REPORTING, AND ADVISORY COMMITTEE

Grantee shall provide: Nurse Case Management services to refugee arrivals to include testing or follow up for care related to TB, immunizations, or other chronic or infectious diseases in coordination with other health and medical providers. Grantee shall provide semi-annual reports to Grantor on 3/1/2018 and 9/1/2018 in a format prescribed by the Office of Refugee Resettlement and Lutheran Social Services of ND as the grantee of federal funding. Grantee also shall collect data for reporting to the Office of Refugee Resettlement as requested by Grantor for the purpose of year end outcome measures. Nurse Case Management is to be provided in a linguistically appropriate manner utilizing written and spoken interpretation of materials of instruction and explanation when necessary.

The Grantee shall participate with other Grantees as a member of the Refugee Services Advisory Committee which meets at least quarterly, and will report to the committee on goals, outcomes, new initiatives, and barriers in providing health services to refugees.

#### 3. COMPENSATION

Grantor, upon receipt and approval of Request for Reimbursement or other form required by Grantor, shall reimburse Grantee for allowable expenses incurred. "Allowable expenses" are defined by the OMB Circulars cited under Section 8 of this grant. The total amount paid under this grant may not exceed \$11,000. No funds will be paid for services until they have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantee shall submit its final reimbursement request to Grantor no later than 30 days after the expiration or termination of this grant. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the OMB Circular Information Guide.

Payment for services under this grant may include federal monies. Anticipated funding at the time this grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting LSS' Fiscal Administration Division.

Anticipated Funding:

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Federal	\$ 11,000.00	Other	\$0.00
State	\$0.00	Unknown	\$0.00

Catalog of Federal Domestic Assistance Number 93.576, Department of Health and Human Services, Office of Refugee Resettlement, Health Promotion Funding.

#### 4. GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

Grantee understands that this grant is a one-time grant, and acknowledges that it has received no assurances that this grant may be extended beyond its expiration date.

### 5. GRANTEE ASSURANCES

Grantee agrees to comply with the applicable assurances set forth in the Grantee Assurances found in Attachment A which is part of this grant.

## 6. AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor. Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this grant, and incorporates this grant, together with its attachments as appropriate. Grantee agrees to be solely responsible for the performance of any subcontractor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

## 7. INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor ad Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out Grantee's activities and responsibilities under this grant.

# 8. AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal funds (when considering all sources) during Grantee's fiscal year at the amount specified in OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations, which is made a part of this grant by reference here, that Circular must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502; and the Single Audit Act Amendments of 1996, Public Law 104-156. Grantee agrees to file a copy of the "Reporting Package" as described by the Circular referenced above with LSS' Fiscal Administration Division within the time frame identified in that Circular. Additionally, Grantee agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as: OMB Circular A-110 Uniform Administrative requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations, OMB Circular A-122, the Cost Principals for Non-Profit Organizations, which are made a part of this grant by reference here.

## 9. RETENTION OF RECORDS

Grantee agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Grantee must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Grantee that are pertinent to the services provided under this grant. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later.

#### 10. TERMINATION OF GRANT FOR CAUSE

Grantor by written notice of default to Grantee may terminate all or any part of this grant if:

- a) Grantee fails to provide services required by this grant within the time specified or within any extension agreed to by Grantor; or
- b) Grantee fails to perform any of the other provisions of this grant, or fails to pursue the work in a way that endangers performance of this grant in accordance with its terms.

The rights and remedies of Grantor provided in the above clause related to defaults by Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

# 11. TERMINATION FOR LACK OF FUNDING OR AUTHORITY

Grantor may terminate this grant effective upon delivery of written notice to Grantee or on any later date stated in the notice, if:

- 1) Funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) Federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
- 3) Any license, permit, or certificate required by law or rule, or by this grant, is for any reason denied, revoked, suspended or not renewed.

Any termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

#### 12. CONTINGENT LIABILITY

During the term of this grant, and for three years after this grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Grantee to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

#### 13. INDEMNITY

The Grantor and Grantee each agree to assume their own liability for any and all claims of any nature including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this agreement.

#### 14. INSURANCE

The Grantor and Grantee each shall secure and keep in force during the term of this agreement, from any insurance company, government self-insurance pool or government self retention fund authorized to do business in North Dakota, commercial general liability with minimum limits of liability of \$250,000 per person and \$500,000 per occurrence.

#### 15. <u>NOTICE</u>

Any notice or other communication required under this grant must be given by

registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo Fargo Cass Public Health 1240 25<sup>th</sup> Street S Fargo, ND 58103

Lutheran Social Services of ND New Americans 3911 20<sup>th</sup> Avenue S Fargo ND 58103

### 16. INTEGRATION, MODIFICATION, AND SEVERABILITY

or

This grant constitutes the entire grant between Grantee and Grantor. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

### 17. COLLATERAL CONTRACTS

If any inconsistency exists between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant control.

#### 18. <u>APPLICABLE LAW</u>

This grant is governed by and construed according to the laws of the State of North Dakota.

#### 19. ASSIGNMENT

Neither party may assign this grant or the party's rights under this grant without the written approval of the other party. Approval to assign may not be unreasonably withheld. This grant is equally binding on the respective parties, and their successors and assigns.

# 20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created or purchased under this grant belong to Grantor and must be delivered to Grantor at Grantor's request upon expiration or termination of this grant. Grantee agrees that all materials prepared under this grant are "works for hire" within the meaning of copyright laws of the United States and assigns to Grantor all rights and interests Grantee may have in the materials it prepares under this grant, including any right to derivative use of the material. Grantee shall execute all necessary documents to enable Grantor to protect its rights under this section. Grantor must provide written approval of Grantee's use of work product or materials for purposes outside the scope of this grant.

# 21. COMPLIANCE WITH PUBLIC RECORDS LAWS

The parties understand that records maintained under this grant may be subject to the provisions of North Dakota Century Code Chapter 44-04 relating to public records. Grantee further understands that any records or documents not considered to be public records under N.D.C.C. Chapter 44-04, including confidential records, shall not be disclosed without appropriate authorization. Grantor agrees not to disclose any information it may receive from grantee which grantee has identified as confidential and which grantor determines, in its sole discretion, is not subject to public disclosure under N.D.C.C. Chapter 44-04. The duties of the parties hereto to maintain confidentiality of information continues beyond the term of this grant, including any extensions or renewals.

# 22. DIRECT AND INDIRECT COSTS

The terms of this grant provide for an indirect rate. This rate is limited to the approved indirect rate. Grantee may claim such direct and indirect costs provided they are consistent with Federal OMB Circular A-122.

# LUTHERAN SOCIAL SERVICES OF NORTH DAKOTA

Jessica Thomasson, CEO

Date

# CITY OF FARGO, FARGO CASS PUBLIC HEALTH

Ruth Roman, Director of Public Health

9/14

Timothy J. Mahoney, Mayor, City of Fargo

Date

Grantee's Federal Taxpayer Identification Number 45-6002069

ATTACHMENT A

# Page 129

# **GRANTEE ASSURANCES**

- A. In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following: Fair Labor Standards Act, the North Dakota Human Rights Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment and Rehabilitation Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992 and the Pro-Children Act of 1994.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this grant.
- C. By signing this grant, Grantee certifies that neither Grantee, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transaction with State or Federal Government by any Department or Agency of the State or Federal Government.
- D. Grantee assures that:
  - No federal funds from this agreement will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office 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 of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - 2) If any grant funds other than Federal 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 office or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Grantee agrees to complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall comply with these Grantee Assurances.



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

# MEMORANDUM

- TO: BOARD OF CITY COMMISSIONERS
- FROM: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 14, 2017
- RE0: AGREEMENT WITH UPPER MISSOURI DISTRICT HEALTH UNIT FOR STATEWIDE TOBACCO PREVENTION PUBLIC EDUCATION CAMPAIGN FOR \$141,000.00

The attached Contract Agreement with Upper Missouri District Health Unit is for the Statewide Tobacco Prevention Public Education Campaign.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the Contract Agreement with Upper Missouri District Health Unit.

RR/LA Enclosures

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



# Agreement

# STATEWIDE TOBACCO PREVENTION PUBLIC EDUCATION CAMPAIGN

Fargo Cass Public Health (local public health unit) agrees to contribute to the Statewide Tobacco Prevention Public Education Campaign beginning July 1, 2017 and ending June 30, 2018. The local health unit recognizes Upper Missouri District Health Unit as the fiscal agent for the North Dakota Public Education Task Force on Tobacco (NDPETFT) and agrees to pay the following lump sum to UMDHU:

PETF Contribution July 1, 2017 – June 30, 2018 \$141,000.00

The local health unit will receive periodic updates upon the progress of the statewide education campaign. Campaign outcomes will be made available through NDPETFT to the local health unit upon its completion.

Ruth Roman, Director of Public Health Fargo Cass Public Health

9-14-1

Javayne Oyloe, Executive Officer Upper Missouri District Health Unit

Date

Timothy J. Mahoney, Mayor City of Fargo

Date



# Sole Source and Piggyback Procurement Form

# Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Provide Funding to support the Statewide Tobacco Prevention Public Education Campaign. This canyaign is coordinated by Upper Missouri District Health Unit in Williston. All local public health entities that recieve tobacco Funding are required to contribute to the statewide campaign.

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

upper Missouri District Health Unit is the designated Fiscal agent as identified in the tobacco grant. Project 15 100% grant Funded, & use of local dollars.

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

NA

Signature: RuthRoman
Printed Name: Ruth Roman
Title: Director, Fargo Cass Public Health
Date: 9-14-17

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



# PETF

*North Dakota Public Education on Tobacco Task Force* 

In care of fiscal agent:

# **Upper Missouri District Health Unit**

110 West Broadway; Suite 101 Williston, ND 58801 Phone (701) 774.6400 Fax (701) 577.8536

DATE: SEPTEMBER 11, 2017

**To:** Ruth Roman, Director Fargo Cass Public Health 1240 – 25th Street South Fargo, ND 58103-2367

# FOR:

Contribution to PETF

DESCRIPTION	AMOUNT
Contribution to PETF 7/1/17 – 6/30/18	\$141,000.00
TOTAL	\$141,000.00

# Make all checks payable to: UMDHU

If you have any questions concerning this invoice, contact Javayne Oyloe or Joe Meyer, 701.774.6400.

# Thank you for your Support!

INVOICE





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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 13, 2017

RE: NOTICE OF GRANT AWARD AMENDMENT FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR TOBACCO PREVENTION AND CONTROL PROGRAM CONTRACT NO. G17-114A, \$396,165.00

The following Notice of Grant Award Amendment with North Dakota Department of Health is for the Tobacco Prevention and Control Program. No budget adjustment is required for this contract for \$396,165.00.

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

**Suggested Motion:** Move to approve the contract for the Tobacco Prevention and Control Program.

RR/LA Enclosure



	NOTICE OF GRANT AWARD AMENDMENT SEN 59919 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDOH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	EALTH (NDDoH) T. 301	
(2 minute			START DATE	END DATE
GRANT NUMBER	CFDA NAME	CFUA NUMBER	STANT DATE	
		AVA AVA	7/1/2017	6/30/2018
G17.114A	#N/A	EAN NIMBER	GRANT TYPE: PROGRAM or R&D	RAM or R&D
FEDERAL AWARD DATE	HAL AWARDING AGENC	N/A	Prooram	
N/A	HIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD	BES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.	IL ALL PARTIES HAVE SIG	GNED THIS DOCUMENT.
ON CLUNAWA SITI	I DLis Lioski Lisit Tohooo Designation and Control Program	NDDAH PROJECT CODE	4571 HL 124919 75	
TITLE OF PROJECT/PROGRAM			Neil Charvat	
GRANTEE NAME	Pargo Cass Public Health	ADDEES	ROD F Boulevard Ave Dent 301	tent 301
ADDRESS	1240 25th St S	AUNESS	Binnomb ND 58605-0000	00
CITY/STATE/ZIP	Fargo, ND 58104	CITY/STALE/ZIP	DISITIALCK, NU 20202-02	200
CONTACT NAME	Ruth Roman	CONTACT NAME	Abby Erickson	
TELEPHONE NUMBER	701-241-1380	TELEPHONE NUMBER	701-328-3337	
EMAIL	Iroman@cityoffargo.com	EMAIL	abbyerickson@nd.gov	
	NDDoll Cost Share	Grantee Cost Share	A State of the state of the	Total Costs
	CODE 165	\$0		\$396,165
Amount Awarded	\$330, 100 \$130 153	09		\$132,153
Trevious Funds Awarded	\$5528.318	80		\$528,318
SCOPE OF SERVICE	This amendment extends the contract period from September 30, 2017 to June 30, 2018 and provides additional funding of \$365.165 for the continued support of the scope of service as noted in the original agreement. Funding previously provided was not sufficient to cover all scope of service requirements and activities.	2017 to June 30, 2018 and provides a vided was not sufficient to cover all sc	dditional lunding of \$396.16 ope of service requirements	to for the continued support of the scops and activities.
	Final expenditure report for the period ending June 30, 2018 must be received by July 13, 2018.	be received by July 13, 2018.		
REPORTING REQUIREMENTS	All remaining reporting requirements of the original agreement remain the same.	ain the same.		
INDIRECT RATE (check one)	X Subrecipient waived indirect costs	De minimis rate of 10%	% Negotiated/A	pproved rate of
SPECIAL CONDITIONS	All special conditions of the original agreement remain the same.	by reference in the following: (1)	Requirements Addendum	(1) Requirements Addendum and Grantee Assurances for Notice of
This Notice of Grant Award is su Grant Awards issued by the No	th as signed b	y Grantee for the period of July 1, 2017 to June 30, 20 applicable State and Federal regulations.	19 [Accounting Use Only_	Requirements received] and (2)
EVID	EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	CEPTANCE
September 13, 2017	Ruth on on	DATE	SIGNATURE	
TYPED NAME/TITI E OF AUTHORIZED REPRESENTATIVE	ZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	<b>IORIZED REPRESENTATI</b>	VE
Ruth Roman. Director of Public	or of Public Health	Susan Mormann, Director, Division of Community and Health Systems	ion of Community and Healt	th Systems
DATE	SIGNATURE	DATE	SIGNATURE	
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	IORIZED REPRESENTATI	VE
	40	Tarea N. Weisz, CFO		



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: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 11, 2017
- RE: FARGO PUBLIC SCHOOLS SPECIAL EDUCATION CONTRACT FOR \$77,210.03

The attached contract with Fargo Public Schools is for nursing services for Special Education services for the school year 2017-2018.

No budget adjustment is required for this contract of \$77,210.03.

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

**Suggested Motion:** Move to approve the Service Agreement with Fargo Public Schools for Special Services.

RR/la Enclosure



FARGO PUBLIC SCHOOLS       Department of Support Services       SERVICE AGREEMENT
AGENCY/INDIVIDUAL OFFERING SERVICE: FARGO CASS PUBLIC HEALTH DEPARTMENT 401-3RD AVENUE NORTH, FARGO. ND 58102 1240 25th St. S Fargo, NO 58103
GENERAL NATURE OF SERVICE TO BE PROVIDED: EXTENDED NURSING CARE SERVICES FOR
SPECIAL EDUCATION STUDENTS WITH SEVERE HEALTH RELATED DISABILITIES
AGREEMENT DURATION PERIOD: AUGUST 24, 2017 THROUGH MAY 31, 2018

DUDI YO COVIO OF

### IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, THAT:

A. The agency identified above shall provide the following services:

Page 139

- 1. Consultation, evaluation and patient services for special education students with unique health services identified as related special education nursing services in student Individual Education Plans.
- 2. Upon request, assistance with the design of health protocols for specific special education students.
- B. The District shall reimburse the Agency identified above as follows for expenses associated with this agreement:
  - 1. Time Period/Rate The services requested shall be limited to <u>35 weeks</u>. Service providers may vary depending upon individual student needs or changing needs. Total service provided shall be allocated as follows:

Registered Nurse	30 hours per week for 35 weeks @ \$41.15/hour	\$43,207.50
	Additional 10 hours for staff development @ \$41.15/hour	\$ 411.50
Licensed Practical Nurse	30 hours per week for 35 weeks @ \$25.00/hour	\$26,250.00
	Additional 10 hours for staff development @ \$25.00/hour	\$ 250.00
Trained Medication Aide	2.5 hours per week for 35 weeks @ \$29.55/hour	\$ 2,585.63
RN Administration	1 hour per week for 35 weeks @ \$49.24/hour	\$ 1,723.40
Mileage Estimate	5200 miles per year @ \$0.53.5 per mile	\$ 2,782.00

- 3. Payment Schedule Payments shall be made to the Provider upon receipt of monthly billing statements which contain the names of eligible students served, dates, amount and type of service provided.
- 4. Medicaid Claims The District shall process all Medicaid claims for eligible students served through this agreement.
- C. The Provider agrees that all terms and conditions specified in an existing contract with the District shall be applicable to this service agreement.

APPROVED AND EXECUTED THIS \_\_\_\_\_ DAY OF SEPTEMBER, 2017

Fargo Public Schools BY: **Business** Manager BY: Director of Special Education and Student Support Services

Fargo / Cass Public Health

BY:

Mayor, City of Fargo

BY:

Director of Public Health



(1)

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

# MEMORANDUM

- TO: BOARD OF CITY COMMISSIONERS
- FROM: RUTH ROMAN DIRECTOR OF PUBLIC HEALTH
- DATE: SEPTEMBER 11, 2017

# RE0: AGREEMENT FOR SERVICES WITH SAMANTHA-NIENOW FOR \$4500.00

The attached agreement is for services to build Phase 2 of an online training module for the Child Care Physical Activity.

No budget adjustment is required for this contract.

**Suggested Motion:** Move to approve the agreement with Samantha Nienow for online training.

RR/la Enclosure



# AGREEMENT FOR SERVICES

THIS AGREEMENT, effective the 15th day of September 2017, by and between Fargo Cass Public Health ("FCPH"); and Samantha Nienow, President of Red Zest Design, Inc.

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

- A. Term of Agreement: The parties entered into a written agreement for the period of September 15, 2017, through August 31, 2018.
- B. Services to be provided by independent contractor: To build out Phase 2 of the online training module for the Child Care Physical Activity Step 1 training, which will include:
  - Incorporating graphics from the "Level 1 Training PowerPoint new updates v2.pptx" file.
  - Recording the audio for the training (voice-over talent will be Samantha Nienow as we tested in Phase 1 of the project). FCPH staff will help in writing and confirming the voice-over script.
  - Editing soft music under voice recordings as we tested in Phase 1 of this project.
  - Adding quizzes in each section of the course, FCPH staff will help with writing quiz questions and answers.
  - Copy editing the script and online course text (including quizzes) by a professional copy editor to make sure there are no grammar mistakes in the recorded audio or written text.
    - Testing the new online course as a student to make sure it works properly.

The Designer, will set up these elements in the Thinkific platform and then provide full access to FCPH to change or edit the materials. The administration of the online course and management will be FCPH's responsibility.

- C. Reimbursement: The contracting independent contractor shall be reimbursed \$4500.00 for Phase 2 and submit an invoice, not to exceed \$4500.00.
- D. Termination: This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.
- E. Confidentiality: The contracting independent contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

## **Special Considerations:**

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

In Witness thereof, this purchase of service agreement has been executed between the Consultant and Fargo Cass Public Health on the date-executed below.

# FARGO CASS PUBLIC HEALTH

no Ruth Roman, Director of Public Health

By\_

Timothy J. Mahoney, Mayor, City of Fargo

RED ZEST DESIGN, INC

Samantha Nienow, President

Date



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: RUTH ROMAN RUDINECTOR OF PUBLIC HEALTH

- DATE: SEPTEMBER 20, 2017
- RE: CONTRACT WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR WIC PROGRAM FOR \$509,650 CONTRACT NO. G17.452 CFDA NO. 10.557

This is a request to approve the contract with the North Dakota Department of Health for the WIC program (Women, Infants, and Children) in the amount of \$509,650.

**Suggested Motion:** Move to approve the contract with North Dakota Department of Health for the WIC program.

RR/ts Enclosure

The mission of Fargo Cass Public Health is to assure a healthy community for all people through on-going assessment, education, advocacy, intervention, prevention and collaboration



	NOTICE OF GRANT AWARD SFN 53771 (1-2016)	NOKIH DANULA DET L. OF REALTH VALOUT 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200	
and and a second second	ACDA MANT	CFDA NUMBER	START DATE END DATE
GRANT NUMBER	CFUA NAME		
G17 452	Special Supplemental Nutrition Frogram of women, many and Children	10.557	10/1/2017 BY30/2018 GRANT TYPE: PROGRAM or R&D
FEDERAL AWARD DATE	۲.	FAIN NUMBER	Program
	U.S. Department Of Agriculture	<b>7D SHOULD NOT BE INCURRED UNTIL</b>	ED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.
THIS AWARD	IS NOT EFFECTIVE AND EXTERNATION OF THE STATE OF THE STAT	NDDoH PROJECT CODE	4561 HLH3158 01
TITLE OF PROJECT/PROGRAM	Terrarity and Dublic Health WIC	PROJECT DIRECTOR	Colleen Pearce
GRANTEE NAME	Fargoreass Fublic regain who	ADDRESS	600 East Boulevard Ave, Dept. 301
ADDRESS		CITY/STATE/ZIP	Bismarck, ND 58505-0200
CITY/STATE/ZIP	raigo, no octo	CONTACT NAME	Colleen Pearce
CONTACT NAME	701-277-1455	TELEPHONE NUMBER	701.328.2496
IELEPHONE NUMBER	KV increase are concerned and a concerned and	EMAIL	cpuntee@nd.gov
EMAIL	NDDoH Cost Share	Grantee Cost Share	I OTAI LOSTS
	8609 650	\$0	000,800%
Amount Awarded	200 S	\$0	\$0. 9100 650
Previous Funds Awarded	\$509.650	\$0	
SCOPE OF SERVICE	Grantee will make specific nutritionally desirable foods and nutrition education available trouglore pregnate winnow, and specific contract requirements noted in 246.6, see Attachment A) Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A) Policy Memorandum and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. PPolicy Memorandum and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. Amajor changes in the type of service delivery and training must be submitted to the State Department of Health for prior approval.	ucation available ToF englighter pregnative ition Act of 1966, 7 CFR, Part 246, FNS (a and Procedure manuals. Grantee service p mitted to the State Department of Health ft	Grantee will make specific nutritionally desirable foods and nutrition education available for english with the specific contract requirements noted in 246.6, see Attachment A), WIC Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), WIC Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), WIC Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, part 246, FNS (and specific contract requirements mill follow the approved plan and budget. Any Policy Memorandum and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. Any Policy Memorandum and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health for prior approval.
REPORTING REQUIREMENTS	Grantee must submit monthly expenditure reports via the Program tee Final expenditure report for the period ending September 30, 2018, mu progress and expenditure reports.	ust be received by October 31, 2018. Rein	rent approval of
	subsociations waived indirect costs	De minimis rate of 10%	Negotiated/Approved rate of %
INDIRECT RATE (check one)	None.		
SPECIAL CONDITIONS This Notice of Grant Award is su	PECIAL CONDITIONS This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee State and Federal	reference in the following: (1) Requiren 17 to June 30, 2019 [Accounting Use Or	nents Addendum and Grantee Assurances for Notice of Grant Award ity
issued by the North Dakota U		regulations. E	EVIDENCE OF NDD0H ACCEPTANCE
	A D		
C1 0C16===	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHOR	TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	TYPED NAME/TITLE OF AUTHORIZED REFRESSION ATTVE Colleen Pearce, Director, Division of Family Health and Nutrition	amily Health and Nutrition
Kuth Koman, Direc	LOL OI LUDITC REGIST		
	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHOR	YPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	TYPED NAME/IIILE OF AUTHORIZED REFRESENTATION	
		Brenda IV, Weisz, Cr C	

## ATTACHMENT A

AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health for operation of the WIC Program.

Neither the State agency nor the local agency has an obligation to renew the agreement and expiration of an agreement is not subject to appeal. The State Agency shall provide local agencies with advance written notice of not less than 60 days of the termination of an agreement.

Local Agency Responsibilities include:

- Assuring the agency does not discriminate against person on the grounds of race, color, national
  origin, age, sex or disability and compiles data, maintains records and submits reports as required
  to permit effective enforcement of the non-discrimination laws.
- Compliance with all the fiscal and operational requirements prescribed by the State agency
  pursuant to 7 CFR part 3016 of the WIC Regulations. Agency service provided and expenditures
  made will be in accordance with the approved plan and budget.
- Assuring that the information obtained from program applicants and participants is restricted to its
  use and disclosure, according to WIC Regulations. Client Information can only be shared with the
  express written consent of the WIC participant, or the Department of Health, unless that
  disclosure is expressly authorized by the Notice of Grant Award, or expressly authorized by North
  Dakota law, yet remains in compliance with Section 246.26 of the Federal WIC Regulations.
- Assuring that WIC records shall be maintained in accordance with the Privacy Act of 1974, (Public Law 93-579), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), and Section 246.26 of the Federal WIC Regulations.
- Maintaining complete, accurate, documented and current accounting of all Program funds received and expended.
- Maintaining on file and have available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used and specific criteria used to determine nutritional risk.
- Ensuring the presence of a competent professional authority on staff and the capabilities necessary to perform the certification procedures.
- Provides or makes available appropriate health services to participants and informs applicants of the health services available. When health services are provided through referral, has a plan for continued efforts to make health services available to participants at the clinic or through a written agreement with health care provider.
- Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are preformed.
- Providing nutrition education services in compliance with 246.11 and FNS guidelines and instructions.
- Implementing a food delivery system prescribed by the State agency pursuant to 246.12 and approved by FNS.
- Assuring that when a health and a human service agency or when one of these and a private physician comprise a local agency, that all will meet all of the contract requirements. No program funds shall be used to reimburse the health agency or the private physician for health services provided.
- Any major changes in the type of service delivery and training must be submitted to the State WIC Director for prior approval. The guidelines outlined in the WIC Job Descriptions must be applied in the hiring of all new staff members for WIC positions.



	City of Farg Staff Repo			
Title:	Lime Addition	Date: Update:	4/26/2017 9/15/2017	
Location:	303 11th Street North and 1014 4th Avenue North	Staff Contact:	Barrett Voigt	
Legal Description:         Lot 3 through 6, Block 29, Roberts Second Addition           Douglas Subdivision         Douglas Subdivision			and Lots A, B, and C, Block 29,	
Owner(s)/Applicant:	icant: 300 Lime LLP & Enclave Companies LLC/ Austin Morris Engineer: Houston Engineering			
Entitlements Requested:	<ul> <li>Minor Subdivision (Replat of Lot 3 through 6, Block 29, Roberts Second Addition and Lots A, B, and C, Block 29, Douglas Subdivision, to the City of Fargo, Cass County, North Dakota.)</li> </ul>			
Status:	City Commission Public Hearing:	September 25, 20	17	

Existing	Proposed
Land Use: Multi-Dwelling Residence (Under Construction)	Land Use: No Change
Zoning: DMU, Downtown Mixed-Use	Zoning: No Change
<b>Uses Allowed:</b> Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off- premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.	Uses Allowed: No Change
Maximum Lot Coverage Allowed: 100%	Maximum Lot Coverage Allowed: No Change

#### Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Lime Addition**, which is a replat of Lot 3 through 6, Block 29, Roberts Second Addition and Lots A, B, and C, Block 29, Douglas Subdivision. The subject properties are located at 303 11th Street North and 1014 4th Avenue North and encompass approximately .967 acres. The applicant is proposing a one (1) lot, one (1) block minor subdivision to accommodate for the construction of a 94-unit multi-dwelling building.

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

#### Surrounding Land Uses and Zoning Districts:

- North: Across 4th Avenue North, DMU, Downtown Mixed-Use with office and warehouse use
- East: DMU, Downtown Mixed-Use with parking lot, bank, single-family residential, restaurant, office, and apartment uses
- South: Across 3<sup>rd</sup> Avenue North, DMU, Downtown Mixed-Use with single-family residential and apartment uses
- West: Across 11<sup>th</sup> Street North, DMU, Downtown Mixed-Use with vacant land and single-family residential

#### Area Plans:

The subject property is located in the 2002 Downtown Framework Plan.

#### Schools and Parks:

**Schools**: The subject property is located within the Fargo School District and is served by Roosevelt Elementary, Ben Franklin Middle, and North High schools.

**Parks**: Unicorn Park (1603 3rd Avenue N) is located approximately ½ mile west of the subject property and offers basketball, grill, multipurpose field, picnic table, playground, and recreational trail amenities.

**Pedestrian / Bicycle**: There are on-road bike facilities located along 4<sup>th</sup> Avenue North that are a component of the metro area bikeways system.

#### Staff Analysis:

#### **Minor Subdivision**

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

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

The subdivision is intended to replat Lot 3 through 6, Block 29, Roberts Second Addition and Lots A, B, and C, Block 29, Douglas Subdivision into one lot and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. (Criteria Satisfied)

2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

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

#### Planning Commission Recommendation: May 2, 2017

On May 2, 2017, with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Lime Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

#### Staff Recommendation:

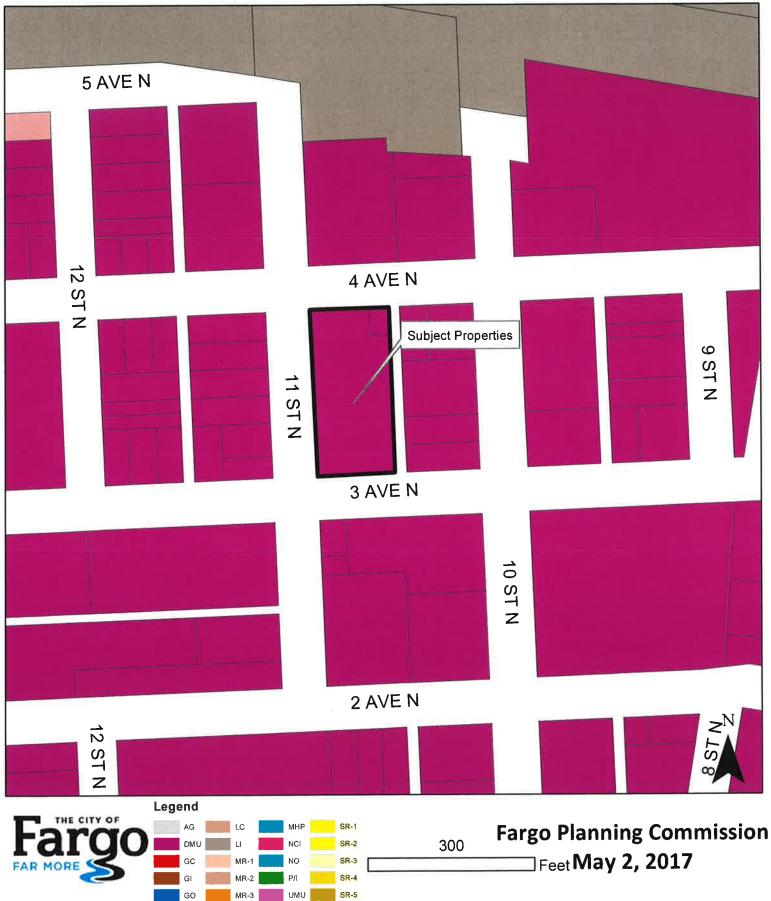
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **Lime Addition**, as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other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

Attach	Attachments:					
1.	Zoning Map					
2.	Location Map					
3.	Preliminary Plat					

# Plat (Minor Subdivision)

# **Lime Addition**

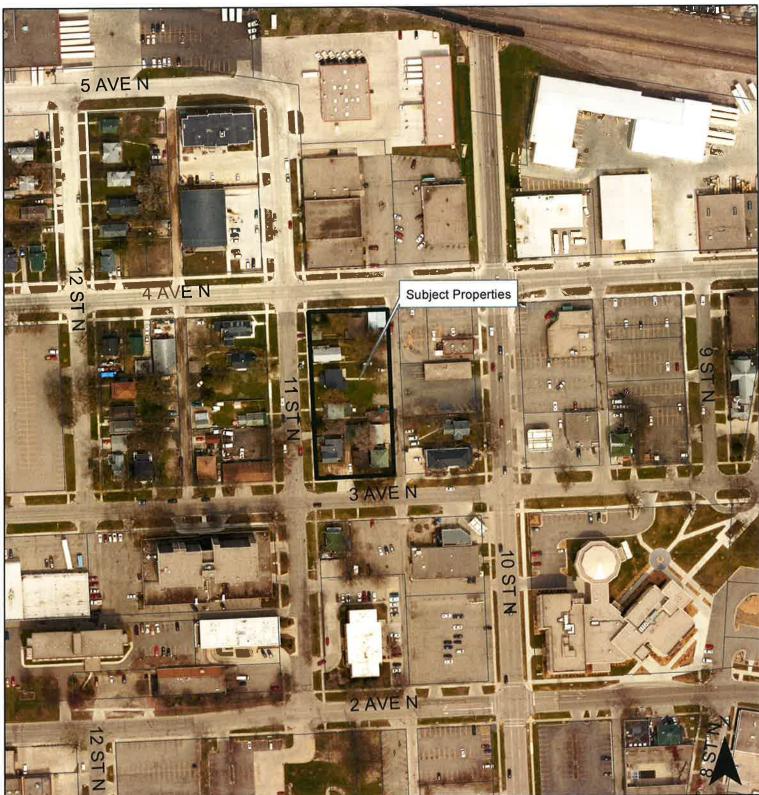
# 303 11th Street North & 1014 4th Avenue North



# Plat (Minor Subdivision)

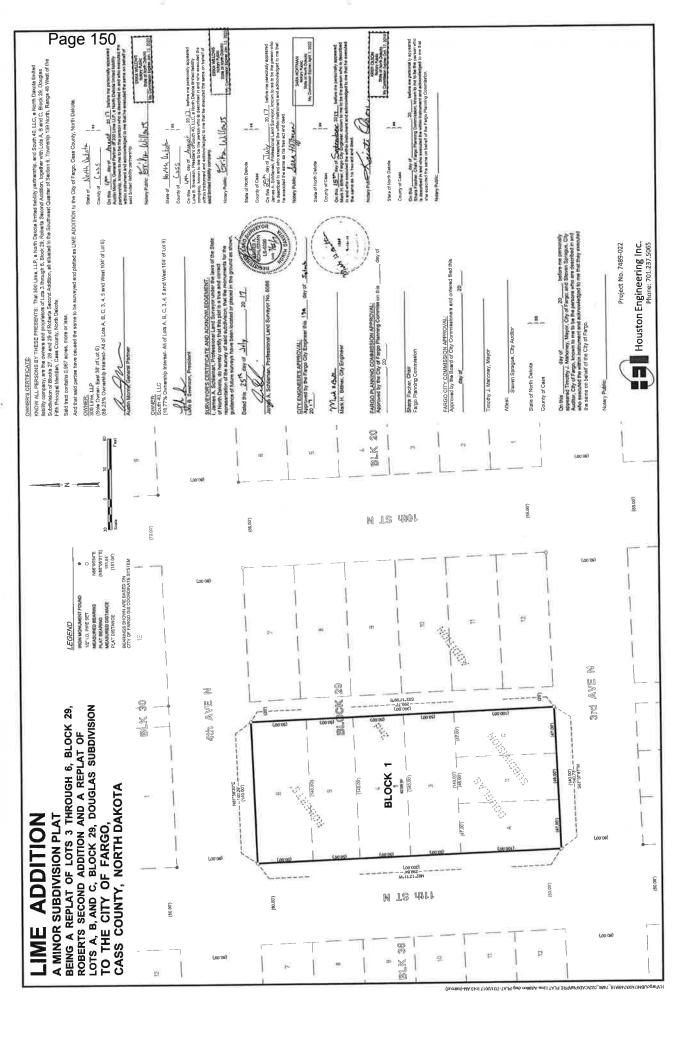
# **Lime Addition**

# 303 11th Street North & 1014 4th Avenue North





300 Fargo Planning Commission



#### PLANNING AND DEVELOPMENT



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

## MEMORANDUM

## TO: BOARD OF CITY COMMISSIONERS

FROM: DAN MAHLI, COMMUNITY DEVELOPMENT ADMINISTRATOR

DATE: SEPTEMBER 21, 2017

#### SUBJECT: PROPOSED CITY GUARANTY FOR FARGO HRA

Over the last few months, City staff and the City Attorney's office have been working with the Fargo Housing and Redevelopment Authority (Fargo HRA) and local nonprofit housing developer, Beyond Shelter, Inc., to ensure that existing affordable housing units remain affordable. To that, in order to facilitate the successful transfer of the affordable housing properties from Beyond Shelter to the Fargo HRA, staff recommends approval of the purchase agreements by the Fargo HRA of the two properties and approval of the City's guaranty of the HRA's obligations to ensure the units will continue to serve low income households for the remaining period of affordability as defined by the terms of the Low Income Housing Tax Credit program and approval of the Purchase Agreements entered into by the Fargo HRA with Beyond Shelter. The City Attorney has provided a summary explanation of the transaction and guaranty, which is enclosed.

**SUGGESTED MOTION**: Approve the Guaranty by the City of Fargo of the Fargo HRA's obligations under the two Purchase Agreements between Fargo HRA and Beyond Shelter, Inc., as proposed and, in addition, to approve said Purchase Agreements between Fargo HRA and Beyond Shelter, Inc., as described.





#### Office of the City Attorney

City Attorney Erik R. Johnson

September 21, 2017

Assistant City Attorney Nancy J. Morris

Dan Mahli Community Development Administrator City Hall 200 3<sup>rd</sup> Street North Fargo, ND 58102

RE: Proposed City Guaranty for Fargo HRA

Dear Dan:

This letter pertains to the request that has been made for the city of Fargo to provide a guaranty of the obligations of Fargo Housing and Redevelopment Authority (Fargo HRA) in its efforts to acquire, from Beyond Shelter, Inc., two properties-namely, Church Townhomes located in south Fargo, and the Renaissance Apartments, located at 220 North Broadway and 303/305 North Roberts Street. As part of the Purchase Agreements for the two properties, the Fargo HRA will, in essence, be required to continue renting the apartments to tenants who meet federal "affordability" standards and the City is being asked to back up those obligations with a signed guaranty for the two transactions. As you know, I asked attorney Jeremy Syz, who represented Fargo HRA in negotiating the acquisition on behalf of HRA, to provide me with an explanation of the two purchases by the HRA from Beyond Shelter as well as the guaranty that is being sought from the City. In a nutshell, the two projects were initiated by Fargo HRA and Beyond Shelter in 2000 and 2001 using an ownership/investment arrangement in which private investors obtained federal tax credits administered through the United States Housing and Urban Development Agency. The private investors' return on their investment principally takes the form of tax credits and Beyond Shelter who, at the time, was closely affiliated with Fargo HRA, was obligated to rent out the apartments to tenants who meet the affordability income standards. It is this obligation that will continue and be transferred to Fargo HRA when it acquires the two properties from Beyond Shelter. The Fargo HRA would now like to acquire the two properties from Beyond Shelter. The Fargo HRA will use its own funds to purchase these two propertiesno City of Fargo funds are involved-however, the City has been asked to back up the assurance by Fargo HRA that it will continue to rent the apartments to qualified tenants. The Fargo HRA has actually been the property manager for these two properties since inception and, therefore, the obligation of Fargo HRA to meet this requirement will be business-as-usual for the HRA. The facts (a) that the Fargo HRA has been the property manager and therefore remains fully in control of this "affordability" obligation; (b) that the only recapture claim against Fargo HRA would occur as to those apartments rented to non-qualified tenants and (c) that the claim period (the look-back period) for recapture is nearly expired combine to reduce the primary obligation of Fargo HRA to a minimal level and, commensurately, the secondary guarantee obligation of the city of Fargo as well. Based upon these facts, I am very comfortable that the "affordability"

obligations can be readily met by the Fargo HRA by it continuing its well-established program assuring compliance with those standards and that the guaranty of such obligations by the City is acceptable.

The purchase agreements Fargo HRA has entered into with Beyond Shelter for the two projects had an effective date of August 18, 2017, and the projects are scheduled to close at the end of this month. Again, while the Fargo HRA does not need approval of the City Commission of the purchase agreements, decisions of the Fargo HRA board are subject to rescission by the board of city commissioners within 30 days and it is appropriate, for the record of the transaction, to ask the Fargo City Commission to approve the agreements for the purchase of the Church Townhomes and Renaissance Apartments properties.

Sincerely,

Erik R. Johnson

ERJ/lmw

#### **GUARANTY**

This Guaranty is made and entered into this \_\_\_\_\_ day of September, 2017 by and between the City of Fargo, a North Dakota municipal corporation ("Fargo") in favor of Beyond Shelter, Inc., a North Dakota, non-profit corporation ("BSI), Church Townhomes Partners, LLLP, a North Dakota limited liability limited partnership ("Church") and Renaissance Partners, LLLP, a North Dakota limited liability limited partnership ("Renaissance" and together with BSI and Church, the "Guaranteed Parties") (hereinafter "BSI").

#### RECITALS

WHEREAS, Fargo Housing & Redevelopment Authority ("Purchaser") and Renaissance have entered into a Property Purchase and Sale Agreement dated August 18, 2017 (the "Renaissance PA"), whereby Renaissance has agreed to sell and convey to Purchaser, and Purchaser has agreed to purchase from Renaissance, that certain mixed-use commercial and multifamily apartment complex commonly referred to as Renaissance Apartments.

WHEREAS, Purchaser and Church have entered into a Property Purchase and Sale Agreement dated August 18, 2017 (the "Church PA"), whereby Church has agreed to sell and convey to Purchaser, and Purchaser has agreed to purchase from Church, that certain multifamily apartment complex commonly referred to as Church Townhomes Apartments.

WHEREAS, BSI is the general partner of both Renaissance and Church.

WHEREAS, both the Renaissance PA and Church PA require, as a condition of closing, Fargo's written agreement to guaranty certain of Purchaser's indemnity obligations thereunder.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Fargo hereby covenants and agrees with Guaranteed Parties as follows:

1. <u>Guaranty</u>. Fargo hereby absolutely, unconditionally and irrevocably guarantees as a primary obligor and not merely as a surety the full performance of all of Purchaser's obligations to the Guaranteed Parties for the following (the Guaranteed Obligations"):

- 1.1.1 Purchaser's indemnity obligations under Section XIV(a)(ii) and (iii) of the Renaissance PA.
- 1.1.2 Purchaser's indemnity obligations under Section XIV(a)(ii) and (iii) of the Church PA.

# 2. <u>Waiver and Acknowledgments</u>.

- 2.1 Fargo hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to any of the Guaranteed Obligations and this Guaranty.
- 2.2 Fargo hereby irrevocably waives any right to revoke this Guaranty, and acknowledges that this Guaranty is continuing in nature and applies to all Guaranteed Obligations, whether existing now or in the future.

3. <u>Representations and Warranties.</u> Fargo hereby represents, warrants, and covenants as follows:

- 3.1 There are no conditions precedent to the effectiveness of this Guaranty.
- 3.2 The obligations of Fargo under this Guaranty are the valid, binding and legally enforceable obligations of Fargo, and the execution and delivery of this Guaranty has been duly and validly authorized in all respects, and the person who is executing and delivering this Guaranty has full power, authority and legal right to so do.

#### 4. <u>Miscellaneous.</u>

- 4.1 This Guaranty shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State of North Dakota.
- 4.2 No failure on the part of the Guaranteed Parties to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
- 4.3 In any action brought to enforce the terms of this Guaranty, the Guaranteed Parties shall be entitled to recover all of their attorneys' fees, expert fees, collection costs and expenses and court costs incurred.
- 4.4 Wherever possible each provision of this Guaranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Guaranty.
- 4.5 This Guaranty sets forth the entire agreement between Fargo and the Guaranteed Parties with respect to the subject matter hereof and supersedes all

prior discussions, understanding, agreements and negotiations between the parties hereto. This Guaranty shall not be amended, modified or supplemented except by agreement in writing executed by the duly authorized persons for Fargo and the Guaranteed Parties.

Guarantor has caused this Guaranty to be duly executed as of the date first above written.

## **CITY OF FARGO**

By

Timothy J. Mahoney, Mayor

Attest

Steven Sprague, City Auditor

2994043.1



#### OFFICE OF THE CITY ADMINISTRATOR Bruce P. Grubb

la-d

September 21, 2017

#### MEMORANDUM

 To: Board of City Commissioners
 Fróm: Bruce P. Grubb, City Administrator
 Re: City Hall Construction – General Contract Change Orders #11 and #12 Electrical Contract Change Orders #7 and #8

Attached, please find a copy of Change Order No. 11 associated with the General Contract for the City Hall construction project. A description of the change order and the associated dollar amount is shown below:

#### **General Contract**

Change Order #11

\$20,801.25

Geofoam material cost adjustment for City Hall foundation system.

Change Order #12

#### \$5,000.00

Floor plan revisions to Commission offices.

#### **Electrical Contract**

#### Change Order #7 \$1,359.00

Floor plan revisions to Commission offices.

#### Change Order #8

#### \$1,744.00

• Electrical rough-ins for future panic buttons in administrative areas.

With approval of the above referenced change order, an updated summary of the construction contracts would be as follows:

PROJECT SUMMARY						
Contract	Contractor	<b>Original Bid</b>	<b>Change Orders</b>	<b>Current Amount</b>	% Change	
General	Olaf Anderson	\$16,442,900	\$710,576	\$17,153,476	4.32%	
Mechanical	-Robert Gibb	\$3,447,000	\$79,166	\$3,526,166	2.30%	
Electrical	Sun Electric	\$2,607,000	\$47,847	\$2,654,847	1.84%	
Total		\$22,496,900	\$837,589	\$23,334,489	3.72%	

and the second second second second	BUDGET SUMM	IARY	Charles and the
Budget Category	Original Total	<b>Current Total</b>	Paid To-Date
City Hall Construction	\$22,000,000	\$23,334,489	\$12,829,512
FF&E	\$1,775,000	\$1,775,000	\$0
Centennial Hall Demo	\$600,000	\$772,468	\$772,468
Professional Fees	\$1,400,000	\$1,550,193	\$1,550,193
Contingency	\$1,940,767	\$283,617	NA
Total	\$27,715,767	\$27,715,767	\$15,152,173

Similarly, a summary of the overall project budget would be as follows:

Your consideration in this matter is greatly appreciated.

## **Suggested Motion:**

Approve the following change order associated with the City Hall construction project:

Olaf Anderson	Change Order #11 in the amount of \$20,801.25 Change Order #12 in the amount of \$5,000.00
Sun Electric	Change Order #7 in the amount of \$1,359.00 Change Order #8 in the amount of \$1,744.00

C: Mike Redlinger, Assistant City Administrator Kent Costin, Finance Director Erik Johnson, City Attorney Terry Stroh, TL Stroh Architects

General         Olaf Anderson         5         16,442,900         5         7,10,576         5         10,115,026         5         7,038,450           Mechanical         Robert Gibb         5         3,447,000         5         7,9166         5         3,256,166         5         1,40050         5         1,40015         5         1,40015         5         1,40015         5         1,400115         5         1,00501         5         1,00501         5         1,00501         5         1,006411         5         1,00501         5         1,006411         5         1,006411         5         1,006411         5         1,00501         5         1,00501         5         1,006411         5         1,00501         5         1,00501         5         1,00501         5         1,00501         5         1,00504301         5         1,0504,901         5         1,01504,901         5         1,01504,901         5         1,01504,901         5         1,01504,901         5         1,01504,911         5         1,01504,911         5         1,01504,911         5         1,01504,911         5         1,01504,911         5         1,01504,911         5         1,01504,911         5         1,01504,911         5	Contract	Contractor	Bi	<b>Bid Amount</b>	Ŝ	Change Orders	Pre	Present Amount		Paid To-date		Balance
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Removal of existing foundation that was not known prior to construction.		#2	Revi	sions to genera	itor bu	ilding to accom	nodat	e mechanical ch	ange	s.	Ŷ	3,2
		#3	Rem	ioval of existing	found	lation that was	not kn	own prior to co	nstruc	ction.	Ŷ	26,1

46,014 18,918

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Connection of City Hall & Civic Center roof and sump drainage system to new

Lower footings to accommodate underground piping.

Provide additional point load to three joists per structural engineer.

Design revisions to third floor.

#4 #5

storm sewer.

City Hall Construction Report - Contractor Progress Payments (9/11/17)

Page 159

9#	Commission chamber revisions to remove windows and replace with Pre-	Ŷ	45,463
±7	Fin metal wall panels for televising clarity and security. Add a new downstream storm sewer defender manhole, water main	ዯ	61,866
	extension and hydrant, reroute storm sewer to avoid transformer/conduits.		
#8	Existing 12" and 15" pipes deeper than proposed storm sewer. To connect Civic Center roof drains, the first 5 manholes coming off 66" storm sewer	Ś	26,049
	on 3rd Ave. need to be extended. Also extend downstream defender		
6#	mannole. Labor and materials associated with revisions to the interior floor plans.	Ŷ	13,774
	Construct a fire pump room block wall enclosure & door.		
	IS request to install 3/4" CDX plywood backing behind gypsum board.	٩	
#10	Changes associated with Inspections Department request to add exterior	ኍ	46,/06
	pedestrian ramps to side entrance.	4	
#11	Geofoam foundation system.	ŝ	20,801
#12	Floor plan revisions to Commission offices.	Ŷ	5,000
Mechanical Contract	200	Ş	79,166
#1	Addition of sump pits and domestic water service.	Ŷ	13,222
#2	Pricing reduction for control dampers.	Ŷ	(4,100)
#3	Design revisions to third floor and HVAC modifications.	Ŷ	36,016
#4	Omit finned tube radiation, add CO/NO2 monitors and VFD	Ŷ	20,956
#5	Revised ductwork routing and sizing associated with floor plan revisions.	Ŷ	13,072
	Revise boiler venting to achieve 4' separation per State inspector.		
	Revise location of fire protection riser, fire pump, jockey pump, dry system		
	valve and air compressor in the added fire pump room.	and the second second	
<b>Electrical Contract</b>		s	47,847
#1	Relocate emergency generator for City Hall and Civic temporary power.	ዯ	12,960
#2	Design revisions to third floor.	Ŷ	2,797
#3	Revise voltage of UPS to 480V in lieu of 208V.	Ŷ	(3, 341)
#4	Connect exhaust fan EF-8 to 20A/3P circuit breaker at HEM11 in lieu of 15A/3P	Ŷ	1,396
	circuit breaker at switchboard. Connect generator room damper motors to		
	panel LEM11 in lieu of panel LG1.	4	
#5	IS requested revisions to training room.	ŝ	c/0/67
	Floor plan revisions for lighting and lighting control.	ζ.	1.857
9#	Electrical work associated with the agreed in a pump room.	<u>}</u>	

1.359	1,744				
Ś	ጉጥ		ņ		
Eloor plan revisions to Commission offices.	Floor plan revisions to commission onness. Rough-ins for future panic buttons in reception areas.			1	
1+7	#/				

# MAIA® Document G701<sup>™</sup> – 2001

# Change Order

<b>PROJECT</b> (Name and address):	CHANGE ORDER NUMBER: Gen#011	OWNER: 🖂
Fargo City Hall Fargo, ND	DATE: 7/27/17	
<b>TO CONTRACTOR</b> (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	CONTRACTOR: 🖂
Olaf Anderson Construction	CONTRACT DATE: 6/7/16	FIELD:
PO Box 2766 Fargo, ND 58108	CONTRACT FOR: General Construction	OTHER:

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

Geofoam material cost increase due to rise in raw material price. ADD \$20,801.25

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 684,775.00
The Contract Sum prior to this Change Order was	\$ 17,127,675.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 20,801.25
The new Contract Sum including this Change Order will be	\$ 17,148,476.25

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd	Olaf Anderson Construction CONTRACTOR (Firm name)	City of Fargo OWNER (Firm name)
8 Seventh St. N., Farge, ND 58102	PO Box 2766, Fargo, ND 58108	200 3rd St. N., Fargo, ND 58102 ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Terry L. Stroh (Typed name)	(Typed name)	(Typed name)
7/27/17 DATE		DATE

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Page 163

Industrial Builders, Inc.

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



General Contractors

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

7-20-17

Mr. Lyn Narum Olaf Anderson Const. 4102 19th Ave. North Fargo, ND 58102

Re: City Hall - Request for Change Order-Geofoam Price Increase

## PROPOSAL

#### Geofoam Material Cost Increase Due to Rise in Raw Material Price: \$20,801.25

Breakdown of Costs:

Materials:

Geofoam Price Increase: 5,000 CY @ \$ 3.87 / CY =	\$ 19,350.00
Sales Tax at 7.5 %:	<u>\$ 1,451.25</u>
Total:	\$ 20,801.25

Change order pricing is based on completing the geofoam work in the summer/fall of 2017.

Please see the attached letters and information from our supplier and manufacturer.

Please contact me at 701-282-4977 with any questions or concerns.

Sincerely, INDUSTRIAL BUILDERS, INC.

Brian Meyer, Senior Project Manager

# QUOTATION





Industrial Builders	DATE:	7/19/17
Attn: Brian Meyer	PROJECT:	Fargo City Hall
a ar arrentemente	QUOTE TYPE:	Geofoam Block

Brian-

Currently geofoam pricing is \$3.87 more per CY than when originally quoted in 2016. We will be able to offer this price for all deliveries through 2017. Let me know if you have any questions.

Thank You,

John Olson

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Manufacturers and Fabricators of Expanded Polystyrene Products

7/19/17

John Olson Structural Materials, Inc. 1401 40<sup>th</sup> St. NW Fargo, ND. 58102

Installer: Industrial Builders

John,

Regarding our recent phone conversation, we will be able to commit to current pricing levels through 4<sup>th</sup> quarter of 2017. It is our hope that resin costs remain stable beyond that time as well.

Should the project extend beyond the current year we will do everything possible to minimalize any increased costs.

Sincerely,

**Bob Powers** 

8800 Wyoming Avenue North Brooklyn Park, MN 55445-1837 Phone: 763-425-4001 • Toll Free: 800-451-6963 • FAX: 763-425-8994 Visit us on the web at: www.styrotech.com



Manufacturers and Fabricators of Expanded Polystyrene Products

3/8/17

John Olson Structural Materials, Inc. 1401 40<sup>th</sup> St. NW Fargo, ND 58102

Installer: Industrial Builders

John,

This letter is to inform you of an unexpected price increase in raw material required to manufacture geofoam block. 4<sup>th</sup> quarter 2016/1<sup>st</sup> quarter 2017 have seen incremental increases in crude oil & benzene, which are both used to make styrene. On top of that, in January 2017 two major US styrene producers (America Styrenics and Sabic) had scheduled plant turnarounds that tightened an already short worldwide supply, followed in February 2017 by a major equipment failure at Sabic that has shut them down (expected at least 2 months). This further drove up demand and led to a dramatic increase of Styrene's market price. This increase is not limited to Geofoam, it is market wide and effects anything made out of these bulk materials.

Subject project was bid mid-2016 and the geofoam was not scheduled to be installed until spring of 2017. Although a fall of 2016 time frame was initially expected to begin the project.

We had discussed market stability and felt that pricing would remain stable throughout the winter/spring. This is obviously not the case anymore. Due to the nature of the product, it cannot be produced until an install date is given. There are two main reasons for this. First off, the product is manufactured and used in large quantities, and is not economical to store due to the massive volume of the product. Secondly, when exposed to U.V. light for extended periods, geofoam will yellow and the surface may begin to dust. This is only a cosmetic change and will not affect the performance of the blocks.

We are monitoring pricing, and the market analysis at this point suggests stability and possibly even relaxed pricing as the summer continues, although we have no way of saying for sure at this point where it will go. The geofoam we produce will be price dictated on the current value of the bulk material (styrene) used to make the block. We will keep you informed as time progresses and feel free to reach out with any questions you may have.

Best Regards,

**Bob Powers** 

8800 Wyoming Avenue North Brookiyn Park, MN 55445-1837 Phone: 763-425-4001 • Toll Free: 800-451-6963 • FAX: 763-425-8994 Visit us on the web at: www.styrotech.com

# AIA° Document G701<sup>™</sup> – 2001

# **Change Order**

<b>PROJECT</b> (Name and address):	CHANGE ORDER NUMBER: Gen#012	OWNER: 🔀
Fargo City Hall Fargo, ND	DATE: 8/10/17	ARCHITECT:
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	CONTRACTOR: 🔀
Olaf Anderson Construction PO Box 2766 Fargo, ND 58108	<b>CONTRACT DATE:</b> 6/7/16 <b>CONTRACT FOR:</b> General Construction	FIELD: 🗌 OTHER: 🛄

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives) PRG13: BreakRoom E301 delete door sidelight. Provide AL-1 frame in lieu of AL-5 frame. NO CHANGE \$0.00

PRG15: Plan changes to 3rd floor: Breakroom W321 - move portion of south wall (Add \$1,295.00) Office W334 - move door and sidelight to south end and change door swing (Add \$920.00) Waiting W330 - add coat closet with wall mounted coat rack (Add \$2,785.00) ADD \$5,000.00

The original Contract Sum was	\$ 16,442,900.00
The net change by previously authorized Change Orders	\$ 705,576.25
The Contract Sum prior to this Change Order was	\$ 17,148,476,25
The Contract Sum will be increased by this Change Order in the amount of	\$ 5,000.00
The new Contract Sum including this Change Order will be	\$ 17,153,476.25
The Contract Time will be increased by Zero (0) days.	

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change DirectiveDirective.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd	Olaf Anderson Construction	City of Fargo
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
8 Seventh St. N. Fargo, VD 58102	PO Box 2766, Fargo, ND 58108	200 3rd St. N., Fargo, ND 58102
ADDRESS	ADDRESS PACIAL ALAMAN	ADDRESS
BY (Signature)	BY (Sighathad)	DV /C
	Jell Fars mim	BY (Signature)
Terry L. Stroh	0-1 / 0 / / 0	H
(Typed name)	(Typed name)	(Typed name)
8/10/17		
DATE	DATE	DATE

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#### CHANGE PROPOSAL NO: PR-G13

Date sent to Contractor: 7-17-17

#### PROPOSAL REQUEST (NOT A CHANGE ORDER)

- PROJECT: Fargo City Hall Fargo, North Dakota
- To: Olaf Anderson Construction P.O. Box 2766 Fargo, ND 58108-2766
- Attn: Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs <u>shall</u> be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work. DESCRIPTION OF THE PROPOSED CHANGES

OR

At Break Room E301 delete door sidelight. Provide AL-1 frame in-lieu of AL-5 frame.

All work shall be equal to contract specifications.

- รายงเทราวิธีสามาราย เป็นสาย เป็น ถ้าสายงาร เป็นสายงาราย เป็น

This will DEDUCT  $s M \in ODange$  from the contract price.

Sign for Contractor:

By: 31.17 Date:



#### CHANGE PROPOSAL NO: PR-G15

Date sent to Contractor: 8-7-17

#### PROPOSAL REQUEST (NOT A CHANGE ORDER)

- PROJECT: Fargo City Hall Fargo, North Dakota
- To: Olaf Anderson Construction P.O. Box 2766 Fargo, ND 58108-2766
- Attn: Lyn Narum

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs <u>shall</u> be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work. DESCRIPTION OF THE PROPOSED CHANGES

Make the plan changes to Third Floor as indicated on the attached drawing.

1. Breakroom W321; Move portion of south wall as indicated.

This will ADD \$ 1,295 to the contract price.

Office W334; Move door and sidelight to south end and change door swing as indicated.

This will ADD s 920 to the contract price.

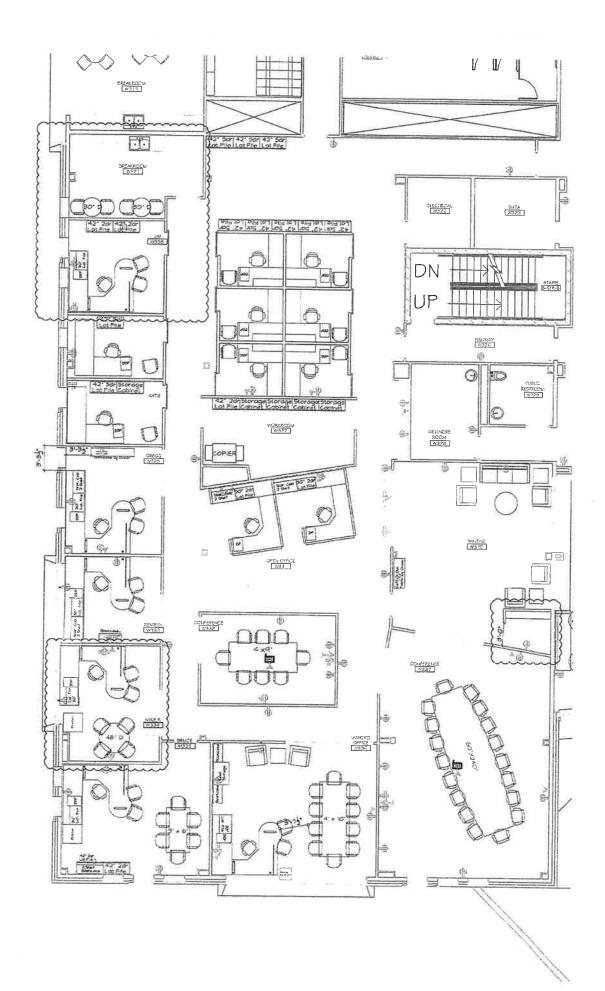
3. Waiting W330; Add coat closet with wall mounted coat rack.

All work shall be equal to contract specifications.

This will ADD \$ 2,785 to the contract price.

Sign for Contractor:

By: 8.10.17 Date:



#### CHANGE PROPOSAL

# Change Proposal #: PR-G15.1

## Date of Proposal: 8/10/17

Labor Breakdown (use additional sheets of nece				
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
СМ	4	4	\$60.00	\$240.0
Olaf Carpentry Labor	1	5	\$55.00	\$275.0
				\$0.0
				\$0.0
				\$0.0
A				\$0.
				\$0.0
and the second				\$0.(
		Total L	abor Costs:	\$515.
Material Breakdown (use additional sheets of ne	cessary)			
Material Description:	Quanity	Unit	Unit Cost	Materials Amount
Plywood and Screws	1	LS	\$50.00	\$50.
				\$0.
				\$0.
				\$0.
				\$0.
				\$0.
				\$0.
				\$0.
Тах	7.50%			\$3.
		Total Ma	iterial Costs:	\$53.
OTHER DIRECT COSTS (Subcontractors, Equi	nment Travel etc.)			
Description	Quanity	Unit	Unit Cost	Other Cost Amour
Miller Drywall	1	LS	640	\$640.
Flament Ulman	1	LS	0	\$0.
				\$0.
				\$0.
				\$0.
				\$0.
				\$0.
				\$0.
		Total D	Direct Costs:	\$640.
1. Total abor Coste	@F1= 00			
1. Total Labor Costs	and the second sec			
2. Total Material Costs	and the second			and a second constant
3. Total Other Direct Costs.	the second s		Ø4 000 75	and set of the set
4. Total Labor, Materials & Other Direct Costs			\$1,208.75	-
5. Profit & Overhead (10%) of Line 1			\$51.50	
6. Profit & Overhead (5 %) of Line 2			\$2.69	
7 Protit & Overhead ( 5%) of Line 3			\$32.00	
8. Total Change Proposal Costs (lines 4, 5, 6 &				\$1,294

÷

r

# CHANGE PROPOSAL

# Change Proposal #: PR-G15.2

# Date of Proposal: 8/10/17

Labor Breakdown (use additional sheets of ne Labor Classification:		1		
CM	# of People		Labor Rate/Hr	Labor Amount
Olaf Carpentry Labor	1	4	\$60.00	\$240
	1	3	\$55.00	\$165
				\$0
				\$0
				\$0.
				\$0
				\$0
		Total I		\$0
		Total La	abor Costs:	\$405
Material Breakdown (use additional sheets of n	ecessary)			
viaterial Description:	Quanity	Unit	Unit Cast	
Plywood and Screws		LS	Unit Cost	Materials Amoun
Central Door		LS	\$50.00	\$50.
			\$0.00	\$0.
			-	\$0.
				\$0.
				\$0.
				\$0.
				\$0.
ax	7.50%			\$0.0
		Total Mate	erial Costs:	\$3. \$53.
				403.1
THER DIRECT COSTS (Subcontractors, Equip escription:	oment. Travel, etc.)			10 W. 10
iller Drywall	Quanity	Unit	Unit Cost	Other Cost Amoun
ed River Glazing	1	LS	400	\$400.0
the blazing	1	LS	0	\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
		Total Dire	ect Costs:	\$400.0
Total Labor Costs				
Total Material Costs.				
Total Other Direct Costs				
Total Labor, Materials & Other Direct Costs	\$400.00			
Profit & Overhead ( 10 %) of Line 1			\$858.75	
Profit & Overhead (5%) of Line 2.			\$40.50	
Profit & Overhead ( 5%) of Line 3		_	\$2.69	
Total Change Proposal Costs (lines 4, 5, 6 &7)			\$20.00	
0 (mics 4, 0, 0 &/)	*************		estables.	\$921.94

## CHANGE PROPOSAL

# Change Proposal #: PR-G15.3

# Date of Proposal: 8/10/17

Labor Breakdown (use additional sheets of necessary	)			
Labor Classification:	# of People	Hours	Labor Rate/Hr	Labor Amount
CM	1	6	\$60.00	\$360.0
Olaf Carpentry Labor	1	8	\$55.00	\$440.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
		Total L	abor Costs:	\$800.0
Material Breakdown (use additional sheets of necessa	rv)		and the second	
Material Description:	Quanity	Unit	Unit Cost	Materials Amounts
Backing and misc		LS	\$100.00	\$100.0
Northwest Cabinetry		LS	\$520.00	\$520.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
				\$0.0
Tax	7.50%			\$46.5
		Total Ma	terial Costs:	\$666.5
OTHER DIRECT COSTS (Subcontractors, Equipment	Travel etc.)	in the second second		
Description:	Quanity	Unit	Unit Cost	Other Cost Amoun
Miller Drywall	1	LS	1050	\$1,050.0
Trail Painting	1	LS	100	\$100.0
				\$0.0
				\$0.0
				\$0.0 \$0.0
				\$0.0 \$0.0 \$0.0
				\$0.0 \$0.0 \$0.0 \$0.0 \$0.0
		Total D	irect Costs:	\$0.0 \$0.0 \$0.0
Total Labor Costs	00.0082	Total D	irect Costs:	\$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
		Total D	irect Costs:	\$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
2. Total Material Costs	\$666.50	Total D	irect Costs:	\$0.6 \$0.6 \$0.6 \$0.6 \$0.6
2. Total Material Costs 3. Total Other Direct Costs	\$666.50 \$1,150.00			\$0.6 \$0.6 \$0.6 \$0.6 \$0.6
2. Total Material Costs. 3. Total Other Direct Costs. 4. Total Labor, Materials & Other Direct Costs	\$666.50 \$1,150.00		\$2,616.50	\$0.6 \$0.6 \$0.6 \$0.6 \$0.6
	\$666.50 \$1,150.00		\$2,616.50 \$80.00	\$0.0 \$0.0 \$0.0 \$0.0 \$0.0 \$0.0
2. Total Material Costs. 3. Total Other Direct Costs. 4. Total Labor, Materials & Other Direct Costs	\$666.50 \$1,150.00		\$2,616.50	\$0.6 \$0.6 \$0.6 \$0.6 \$0.6

# MATA<sup>®</sup> Document G701<sup>™</sup> – 2001

# **Change Order**

ER NUMBER: Elec #007	OWNER: 🔀
7	ARCHITECT: 🛛
PROJECT NUMBER: 2015.49	CONTRACTOR: 🛛
ATE: 6/7/16	FIELD:
<b>OR:</b> Electrical Construction	
	7 • <b>PROJECT NUMBER:</b> 2015.49 <b>ATE:</b> 6/7/16

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E13:Floor plan changes to 3rd floor: Relocate south wall electrical items in wall at new location (Add \$1,116.00) Relocate light switch and electrical outlets and data to accommodate furniture layout (Add \$243.00) ADD \$1,359.00

The original Contract Sum was	\$ 2,607,000.00
The net change by previously authorized Change Orders	\$ 44,744.00
The Contract Sum prior to this Change Order was	\$ 2,651,744.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1.359.00
The new Contract Sum including this Change Order will be	\$ 2,653,103.00

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change DirectiveDirective.

## NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd	Sun Electric Inc	City of Fargo
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
8 Seventh St. N., Fargo, ND 58102	411 39th St NW Fargo, ND 58102	200 3rd St. N., Fargo, ND 58102
ADDRESS	ADDRESS LAR CAL	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Terry L. Stroh	HAROLD Chyle	
(Typed name)	(Typed name)	(Typed name)
8/10/17	8-24-17	
DATE	DATE	DATE

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Industrial - Commercial

August 8, 2017

T.L. Stroh Mr. Terry Stroh 8 Seventh St. N Fargo, ND 58102

Re: New Fargo City Hall

# Proposal Request - E13

Proposal is labor and material for electrical work associated with the third floor plan changes as described in PR-E13

- 1. W321 Proposed Price-----Add \$1,116.00
- 2. W334 Proposed Price-----Add \$ 243.00

Total Proposed Price-----Add \$1,359.00

Respectfully submitted,

Tyler/Wanzek Project Manager



CHANGE PROPOSAL NO: PR-E13 Date sent to Contractor:

8-7-17

## PROPOSAL REQUEST (NOT A CHANGE ORDER)

- PROJECT: Fargo City Hall Fargo, North Dakota
- To: Sun Electric, Inc. 411 39<sup>th</sup> St NW Fargo, ND 58102
- Attn: Tyler Wanzek

The cost of the following changes in your contract on the above job is hereby requested, and this form shall be completed and returned to our office as soon as possible. A breakdown of your costs shall be attached. Make three (3) copies. Keep one return two to T. L. Stroh Architects. Wait until notification before doing this work. DESCRIPTION OF THE PROPOSED CHANGES

Make the electrical changes required for the plan changes to Third Floor as indicated on the attached drawing.

Breakroom W321; Move portion of south wall as indicated. 1. Relocate south wall electrical items in wall at new location indicated.

This will ADD s 1, 116.00 to the contract price.

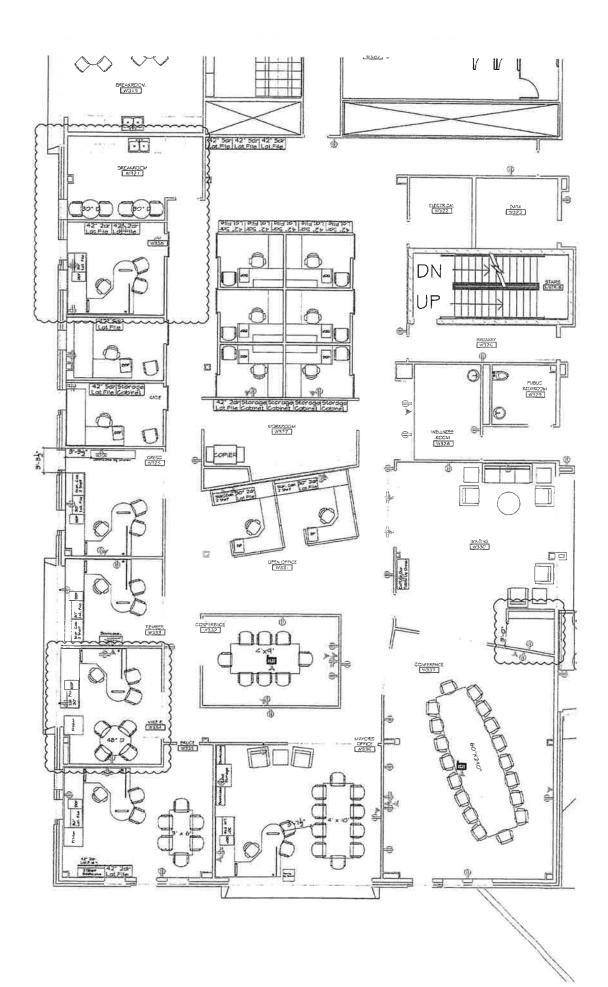
Office W334; Move door and sidelight to south end and change door swing as indicated. 2. Relocate light switch and electrical outlets and data to accommodate furniture layout indicated.

This will ADD s 243.00 to the contract price.

Waiting W330; Add coat closet with wall mounted coat rack. 3. NO CHANGE TO ELECTRICAL.

All work shall be equal to contract specifications.

Sign for Contractor: Βv Date:



# **Bid Summary Report**

Fargo City Hall Estimator: Ryan

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

		Material			Labor	
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted
PR E13	\$57.25	100.00%	\$57.25	17.47	100.00%	17.47
Top Sheet						
Raw Cost Tax Raw Cost with Tax		\$1,155.45 \$4.29 \$1,159.74	Sales per Month Return per Month Price per Square	ı		\$0.00 \$0.00 \$0.00

		a1,159.74	Price per Square Foot	\$0.00
Overhead		\$115.54	Hours per Square Foot	0.00
Profit		\$63.55	Square Feet	0.00
Total Return Amount		\$179.09	Job Months	0.00
Total Return %		13.18%	Hours per Week	40.00
Price		\$1,338.83	Workers per Day	0.00
Bond		\$20.08	Total Hours	17.47
Sell Price Adjusted Sell () Adjusted Sell Return	0.00 %	<b>\$1,358.92</b> \$0.00 \$0.00	Mark Up Sales Tax Use Bond Table	No Yes

Labor

Class Description	Percent	Hours	Hourly	Burd		
Class Description ND Journeyman	of Total 100.00%	Distributed 17.47	Rate \$60.00	<b>Rate</b> \$0.00	Percent 0.00%	Labor Cost \$1,048.20
Totals	100.00%	17.47	\$60.00	\$0.00	0.00%	\$1,048.20 \$1,048.20

Mark Ups		OVE	RHEAD		PROFIT
	Total	%	Amount	%	Amount
Materials Labor Supplier Quotes SubContractors Direct Job Expense	\$57.25 + \$1,048.20 + \$0.00 + \$0.00 + \$0.00 +	10.00% 10.00% 10.00%	\$62.97 + \$1,153.02 + \$0.00 + \$0.00 +	5.00% 5.00% 5.00% 5.00%	\$66.12 \$1,210.67 \$0.00 \$0.00
Equipment Rental	\$50.00 +	10.00% 10.00%	\$0.00 + \$55.00 +	5.00% 5.00%	\$0.00 \$57.75

Job #812

ï

8/8/2017 4:39:31 PM McCormick Systems, Inc. Page 1 of 2

# **Bid Summary Report**

Fargo City Hall	Estimator: Ry	an		Job #812			
	Totals	\$1,155.45	10.00%	\$1,270.99	5.00%	\$1,334.54	
Tax Repor	t		Taxed Amount	Тах	k Rate %	Tax Amount	
Materials			\$57	.25	7.50%	\$4.29	
Labor			\$1,048	.20	0.00%	\$0.00	
Supplier Quotes	5		\$0	.00	7.50%	\$0.00	
SubContractors			\$0	.00	0.00%	\$0.00	
Direct Job Expe	ense		\$0	.00	0.00%	\$0.00	
Equipment Ren	tal		\$50	.00	0.00%	\$0.00	
					Total Tax:	\$4.29	

# Equipment Rental

Name	Supplier	Tax (0.0 %)	Unit Cost Multiplier		Amount
manlift		No	\$50.00	1.00	\$50.00
			Total:		\$50.00

% of Extended Hours		<u> </u>								
% of Extended Price	% UUL									
Labor 1 Ext	72 TT	1.20	1.50	0.15	0.12	3.00	8.00	1.00	2.50	17.47
NECA 1 U Labor 1 Ext		30.00 M	5.00 C	0.05 E	3.00 C	3.00 E	8.00 E	1.00 E	2.50 E	
Ext Price 2	\$57.25	\$26.52	\$23.33	\$1.31	\$6.09	\$0.00	\$0.00	\$0.00	\$0.00	\$57.25
Price 2 U	. Combined	\$663.05 M	\$77.75 C	\$43.53 C	\$152.30 C	\$0.00 X	\$0.00 X	\$0.00 X	\$0.00 X	
Quantity	mbined, Combined,	40.00	30.00	3.00	4.00	1.00	1.00	1.00	1.00	
Item Name	Label Set: Combined, Combined, Combined, Combined	12/2 MC CU CABLE	3/4 EMT	3/4 EMT COUP S/S	3/4 EMT STRUT STRAP	Remove W321 Rough in	Re-install W321 rough in	Remove W334 Rough-in	Re-install W334 rough in	

.

8/8/2017 4:38 PM

# MAIA<sup>®</sup> Document G701<sup>™</sup> – 2001

### Change Order

DDO ISOT OF		
<b>PROJECT</b> (Name and address):	CHANGE ORDER NUMBER: Elec #008	OWNER: 🔀
Fargo City Hall Fargo, ND	DATE: 8/22/17	ARCHITECT: 🕅
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2015.49	CONTRACTOR: 🔀
Sun Electric Inc	CONTRACT DATE: 6/7/16	FIELD: 🛄
411 39th St NW Fargo, ND 58102	CONTRACT FOR: Electrical Construction	
-		

#### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

E12: Reception - future panic button rough-in. ADD \$1,744.00

The original Contract Sum was	\$ 2,607,000.00
The net change by previously authorized Change Orders	\$ 46,103.00
The Contract Sum prior to this Change Order was	\$ 2,653,103.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 1,744.00
The new Contract Sum including this Change Order will be	\$ 2,654,847.00

The Contract Time will be increased by Zero (0) days. The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change DirectiveDirective.

#### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

T.L. Stroh Architects, Ltd	Sun Electric Inc	City of Fargo
ARCHITECT (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
8 Seventh St. N., Fargo, ND 58102	411 39th St NW Fargo, ND 58102	200 3rd St. N., Fargo, ND 58102
ADDRESS	ADDRESS ICA	ADDRESS
BY (Signature)	BY (Signature)	BY (Signature)
Terry L. Stroh	HARPES Chy /2	
(Typed name)	(Typed name)	(Typed name)
8/22/17	8-25-17	
DATE	DATE	DATE

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1



Industrial - Commercial

August 22, 2017

T.L. Stroh Mr. Terry Stroh 8 Seventh St. N Fargo, ND 58102

Re: New Fargo City Hall

Proposal Request – E12

Proposal is labor and material for electrical work associated with the Reception – Future Panic Button Rough-in as described on PR E12.

Proposed Price-----Add \$1,744.00

Respectfully submitted,

Tyler Wanzek Project Manager



#### OBERMILLER NELSON ENGINEERING

#### PROPOSAL REQUEST - E12

Date 08-02-17 Project # 2015231 Project Name | New Fargo City Hall Project Location Fargo, ND Description | Reception - Future Panic Button Rough-in

Please submit an Itemized quotation for the change(s) described below to the proposed modifications to the Contract Documents. Cost proposal to include a detailed itemized breakdown indicating the specific amounts, lengths, quantities, types, sizes, etc. of material including labor, O&P, taxes, and other incidental charges to be used. Proposal shall also indicate credits, deducts, and/or offsets for material and labor originally included in contract. THIS IS NOT A CHANGE ORDER OR DIRECTION TO PROCEED WITH WORK STATED HEREIN.

#### ITEM NO. 1 SHEET E5.3

#### W104 – Help Desk

- Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.
- W105 Open Office (Reception Desk)
- Provide 4"sq J-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

#### ITEM NO. 2 SHEET E5.4

W128 - Reception

 $\sim$  1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

ITEM NO. 3 SHEET E5.5

E204 - Open Office (Reception Desk)

- 1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.
- W216-Reception
- Sec. 1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

ITEM NO. 4 SHEET E5.6

W242 – Open Office (Reception Desk)

- Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-In.
- W216 Reception

FARGO	GRAND FORKS	BISMARCK	ALEXANDRIA	
2201 121h St. N Suite E	311 4in St. 5 Suite 203	233 West Rosser Ave.	503 Howthorne \$1. Suite 141	
701.280.0500	701.775.2594	701.222.0520	320,846.0300	
		1 101.222.0320	1 320,048.0300	

MINNEAPOUS 1400 Van Buren 31, NE Suite 130 877.380.0501

BUILDING SYSTEMS CONSULTANTS

 $^{>}$  1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

#### **ITEM NO. 5** SHEET E5.7

W309-Reception

1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

ITEM NO. 6 SHEET E5.8

E309 - Open Office (Reception Desk)

- 1. Provide 4"sq J-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for 1 future panic button. Coordinate exact location prior to rough-in.
- W331 Open Office (Reception Desk)
  - 1. Provide 4"sq j-box under counter w/ (1) 3/4" conduit stubbed to accessible ceiling space for future panic button. Coordinate exact location prior to rough-in.

Respectfully, Obermiller Nelson Engineering, Inc.

**Tony Nelson** 

Attachment(s): None Cc: ONE File

Page 2 of 2

FARGO 2201 121h \$1. N Suite E 701.280.0500

OBERMILLER NELSON ENGINEERING ALEXANDRIA MINNEAPOUS 503 Hawthorne St. Suite 141 320.846.0300

1400 Van Buren St. ME Suite 130 877.380.0501

#### **Bid Summary Report**

Fargo City Hall Estimator: Ryan

Job Name: Fargo City Hall

Contractor:

Estimator: Ryan

Notes:

Bid Date: 5/26/16

		Material			Labor			
Summary Description	Extended	%	Adjusted	Extended	%	Adjusted		
PR E12	\$268.21	100.00%	\$268.21	20.40	100.00%	20.40		

#### **Top Sheet**

Raw Cost		\$1,492.21	Sales per Month	\$0.00
Tax		\$20.12	Return per Month	\$0.00
Raw Cost with Tax		\$1,512.33	Price per Square Foot	\$0.00
Overhead		\$149.22	Hours per Square Foot	0.00
Profit		\$82.07	Square Feet	0.00
Total Return Amount		\$231.29	Job Months	0.00
Total Return %		13.27%	Hours per Week	40.00
Price		\$1,743.62	Workers per Day	0.00
Bond		\$0.00	Total Hours	20.40
Sell Price Adjusted Sell () Adjusted Sell Return	0.00 %	<b>\$1,743.62</b> \$0.00 \$0.00	Mark Up Sales Tax Use Bond Table	No No

Labor

Labor	Percent	Hours	Hourly	urly Burden		
<b>Class Description</b>	of Total	Distributed	Rate	Rate	Percent	Labor Cost
ND Journeyman	100.00%	20.40	\$60.00	\$0.00	0.00%	\$1,224.00
Totals	100.00%	20.40	\$60.00	\$0.00	0.00%	\$1,224.00

Mark Ups			0	VERHEAD	PROFIT		
	Total		%	Amount		%	Amount
Materials	\$268,21	+	10.00%	\$295.03	+	5.00%	\$309.78
Labor	\$1,224.00	+	10.00%	\$1,346.40	+	5.00%	\$1,413.72
Supplier Quotes	\$0.00	+	10.00%	\$0.00	+	5.00%	\$0.00
SubContractors	\$0.00	+	10.00%	\$0.00	+	5.00%	\$0.00
Direct Job Expense	\$0.00	+	10.00%	\$0.00	+	5.00%	\$0.00
Equipment Rental	\$0.00	+	10.00%	\$0.00	+	5.00%	\$0.00

Job #812

8/22/2017 11:13:01 AM McCormick Systems, Inc. Page 1 of 2

### **Bid Summary Report**

Fargo City Hall	Estimator: Ryar	ı				Job #812
	Totals	\$1,492.21	10.00%	\$1,641.4	3 5.00%	\$1,723.50
Tax Report	:		Taxed Amount	t 7	ax Rate %	Tax Amount
Materials			\$26		7,50%	\$20.12
Labor			\$1,224		0.00%	\$0.00
Supplier Quotes			\$1	0.00	7.50%	\$0.00
SubContractors			\$0	0.00	0.00%	\$0.00
Direct Job Exper			\$0	0.00	0.00%	\$0.00
Equipment Rent	ar		\$0	0.00	0.00%	\$0.00
					Total Tax:	\$20.12

Job Name: Fargo City Hall Job Number: 812 Extension Name: PR E12

NECA 1 U Labor 1 Ext % of Extended % of Extended Price Hours	20.40 100 % 100 %	5.00 C 6.00	0.05 E 0.50	4.00 C 1.60	0.08 E 0.80	6.00 C 4.80	14.00 C 1.40	15.00 C 1.50	30.00 C 3.00	8.00 C 0.80
Ext Price 2	\$268.21	\$95.31	\$4.35	\$10.07	\$1.46	\$63.87	\$20.35	\$43.29	\$23.12	\$6.37
Price 2 U	Combined	\$79.43 C	\$43.53 C	\$25.18 C	\$14.65 C	\$79.84 C	\$203.54 C	\$432.88 C	\$231.20 C	\$63.71 C
Quantity	nbined, Combined, Combined	120.00	10.00	40.00	10.00	80.00	10.00	10.00	10.00	10.00
Item Name	Label Set: Combined, Combined, Combined,	3/4 EMT	3/4 EMT COUP S/S	3/4 EMT 1 HOLE STRAP	3/4 BUSH PLASTIC	3/4 FLEX STEEL	3/4 FLEX CONN	3/4 FLEX / 3/4 EMT CONN	4/S BOX 2-1/8" DP PLAIN	4/S BLANK COVER

#### ENGINEERING DEPARTMENT



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

September 20, 2017

Honorable Board of City Commissioners City of Fargo Fargo, ND

> Street Lighting Materials RFP17266 Re:

Dear Commissioners:

RFP's were opened at 11:30 AM on Tuesday, September 19, 2017, for street lighting materials.

The RFP's were as follows:

Border States Electric Dakota Supply Group Graybar Electric LED Direct LLC

\$46,272.00 \$47,366.50 \$45,322.50 (Missing Addendum 1 and pricing) \$37,830.00 (Missing Addendum 1 and pricing)

Graybar Electric and LED Direct LLC had lower RFP's but were missing Addendum 1 and the pricing for the addendum item which averages out to an extra \$5,856.00 between the other 2 RFP's that included it in their RFP. LED Direct LCC substituted an alternate bulb for items 2 and 3, however the bulb does not meet the cold temperature rating of -40 degrees Fahrenheit, the bulb LED Direct substituted was only rated to -4 degrees Fahrenheit. The Street Lighting Department recommends award of RFP17266 to Border States Electric in the amount of \$46,272.00 as the lowest complete bid. The street lighting materials will be paid for by the Street Lighting Budget.

Sincerely,

Allen Schumacher Sign, Signal & Street Lighting Operations Manager

C:

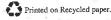
Jeremy Gorden Jen Graphenteen

Street Lighting Sidewalks

**Design & Construction** Traffic Engineering

Truck Regulatory Flood Plain Mgmt.

Mapping & GIS **Utility Locations** 



REPORT OF ACTION

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Infrastructure Funding Policy Text Amendment

Date of Hearing: 9/18/2017

Routing	
City Commission	
PWPEC File	
Project File	

9/25/2017 X Dan Eberhardt

Date

The Committee reviewed communication from Dan Eberhardt, Special Assessment Coordinator, requesting a text amendment to the current Infrastructure Funding Policy. A base unit is calculated to determine the amount to be special assessed for the construction or reconstruction of arterial roadways. Currently the policy states, "Base Unit is a calculation of a three year running average of a minimum arterial width of forty feet". It was requested to be modified as follows, "Base Unit is a calculation of a three year running average of a three year running average of a minimum arterial width of forty feet or actual road width if less than forty feet". This amendment will allow for a reduction to the base unit if the actual roadway constructed is less than forty feet.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Jim Gilmour, the Committee voted to recommend approval of the text amendment to the Infrastructure Funding Policy to read "Base Unit is a calculation of a three year running average of a minimum arterial width of forty feet or actual road width if less than forty feet".

#### **RECOMMENDED MOTION**

Concur with the recommendation of PWPEC and approve the text amendment to the Infrastructure Funding Policy to read "Base Unit is a calculation of a three year running average of a minimum arterial width of forty feet or actual road width if less than forty feet".

**NI/A** 

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for projectNA	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

#### Unanimous Present Yes No COMMITTEE $\overline{\mathbf{v}}$ V $\mathbf{V}$ Tim Mahoney, Mayor V ſ V Jim Gilmour, Director of Planning 7 ſ V Steve Dirksen, Fire Chief V V ٢ Mark Bittner, Director of Engineering Г V V Bruce Grubb, City Administrator V ſ V Ben Dow, Director of Operations $\mathbf{\nabla}$ Г V Steve Sprague, City Auditor V V Tom Knakmuhs City Engineer 7 Г V Kent Costin, Finance Director

Tom Knakmuhs, P.E.

ATTEST:

Tom Knakmuhs, P.E Division Engineer



ITEM 1

#### SPECIAL ASSESSMENTS

200 3RD STREET NORTH FARGO, NORTH DAKOTA 58102 PHONE: 701-241-1326 FAX: 701-297-7793

### Memorandum

To: Members of PWPEC

From: Dan Eberhardt, Special Assessment Coordinator

Date: September 13, 2017

C: Thomas Knakmuhs – Division Engineer

**Re:** Funding Text Adjustment to the Current Fargo Infrastructure Funding Policy

Attached is page four of the current Fargo Infrastructure Funding Policy.

The note section states:

Benefit is a calculation of a three year running average of a minimum arterial width of forty feet.

I find it necessary to add the additional wording:

or actual road width if less than forty feet

This added wording will keep us compliant with the North Dakota Century Code.

Staff will be reviewing the policy for possible adjustments to be made in the 2017 calendar year.

#### **Recommended Motion:**

Public Works Project Evaluation Committee to approve the additional language to the current Fargo Infrastructure Funding Policy.

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			ury & reaerai runas
<ul> <li><u>A. Initial Install</u></li> <li>1. Local streets <ul> <li>Initial Wear Course &amp; Seal Coat</li> <li>2. Collector streets <ul> <li>Initial Wear Course &amp; Seal Coat</li> </ul> </li> <li>3. Arterial streets</li> </ul> </li> </ul>	<ul> <li>100%</li> <li>100%</li> <li>100%</li> <li>100%</li> <li>Arterial street assessment bands</li> <li>Arterial street assessment bands</li> <li>Direct frontage benefit</li> <li>Single family</li> <li>Multi family</li> <li>Multi family</li> <li>Commercial, Industrial, Institutional</li> <li>DMU, Arterials with Retail, Sales, and Service</li> </ul>	Base Unit Factor 1.00 2.50 3.00	Federal, Sales Tax Federal, Sales Tax Federal, Sales Tax
	<ul> <li>Secondary benefit**</li> <li>Assessments determined by zoning/land use class</li> <li>Single family</li> <li>Multi family</li> <li>Commercial, Industrial, Institutional</li> <li>DMU, Arterials with Retail, Sales, and Service</li> </ul>	Base Unit Factor .15 .30 .375 .45	Federal, Sales Tax
<ul> <li><u>B. Reconstruction</u> 25 Year Assessment</li> <li>1. Local &amp; collector streets</li> </ul>	**SF Computation where applicable Assessments • Single family • Multi family • Commercial, Industrial, Institutional • DMU Arterials with Retail. Sales, and Service	50% Factor 1.00 2.50 3.00	50% Street Rehab Street Rehab Street Rehab Street Rehab

REPORT OF ACTION

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.	FM-15-B2	6	Туре:	Time Extension	on
Location:	Rose Creek Gol	fCourse	Date of	f Hearing:	9/18/2017
Routing City Commissi PWPEC File Project File	on	Date 9/25/2017 X Roger Kluck			

The Committee reviewed the attached letter from Project Manager, Roger Kluck, regarding a time extension requested by Excavating, Inc.

To complete the project, Century Link's public utilities needed to be relocated. Century Link relocation was scheduled to be completed Friday, September 15, 2017. The current substantial completion date is September 15, 2017 with a final completion date of October 15, 2017. The Contractor is requesting a time extension that would move the substantial completion date to November 1, 2017 with a final completion date of December 1, 2017. Staff is recommending approval of the time extension.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of the time extension.

#### **RECOMMENDED MOTION**

Concur with the recommendations of PWPEC and approve the time extension.

#### **PROJECT FINANCING INFORMATION:**

Recommended source of funding for project: <u>None</u>	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

Present

#### COMMITTEE

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

V V 1 1 ٢ V V V 1 Г V T V V V Γ V V ſ Tom Knakmuhs V V

No

Unanimous

V

Yes

Tom Knakmuhs, P.E. Division Engineer

ATTEST:



**ITEM C** 

#### ENGINEERING DEPARTMENT

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

### Memorandum

То:	PWPEC OFF OF		
From:	PWPEC Roger Kluck, Civil Engineer II, Storm Water	۰.,	
Date:	September 13, 2017		

Re: Project #FM-15-B2 -- Rose Creek Golf Course Flood Risk Management Project-Phase 2

#### Background:

Project #FM-15-B2 bids were opened on May 3, 2017 and the project awarded by the City Commission on May 8, 2017. Construction began on June 5, 2017. The project bid documents included a substantial completion date of September 15, 2017 and a final completion date of October 15, 2017.

In order to build the project, one of the Public Utilities needing to be relocated was Century Link. The costs of the relocation by Century Link were negotiated and the payment approved by PWPEC on May 15, 2017 and City Commission May 22, 2017. Currently Century Link has not completed relocation of their cables from the levee Construction Zone. The Contractor has to work around the existing fiber cable in order to keep construction moving. Century Link has indicated the cut over to the relocated fiber and copper cable lines are scheduled to be completed Friday, September 15, 2017. Other changes warranting a time extension included the work covered by Change Order 1, which was for the repair of the existing City water main valve box and the exploration and cut off of the water service for the property at 1421 42<sup>nd</sup> Ave S that was found to be in the University Drive roadway and not as indicated on the plans.

The Contractor has requested a time extension on the substantial completion date to November 1, 2017 (attached), which would in turn revise the final completion date to December 1, 2017. The Contractor has actively pursued the project even with the obstacles and is making reasonable progress. The requested time extension is reasonable.

#### **Recommended Motion**

To approve the request for time extension.

REK/jmg Attachment

C: Mark Bittner Jody Bertrand

200 North 3rd Street Stateet Ng fating Sidewalks

Design & Construction Traffic Engineering Phone: (701) 241-1545 Truck Regulatory <sup>(701) 241-810</sup>Mapping & GIS Flood Plain Mgmt. Utility Locations





# EXCAVATING, INC. - FARGO

651 5th Street Cl. NW • West Fargo, ND 58078-2774 Office: 701-227-1884 • Fax: 701-277-8638

9/11/2017

Excavating, Inc. - Fargo Austin Stockert 651 5th Street CT NW, West Fargo, ND 58078

Roger Kluck City of Fargo Engineering Project # FM-15-B2

Dear Roger,

I would like to ask for a time extension on the FM-15-B2 project we are working with you on. The project has been considerably delayed by a relocation of a CenturyLink fiber that is in the inspection trench of the levee as well as numerous changes to the scope of the project. As of today 9/11/2017 we are still working around the Centurylink fiber. I would like to ask for a 45 day extension on the substantial completion date. The extension would move the substantial completion date on the project to November 1, 2017. Please feel free to call me on my cell phone at (701) 566-3954 with any questions or concerns. Thank you very much for your consideration.

Sincerely,

Austin Stockert Estimator Excavating, Inc. - Fargo

Fargo		CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	Page 195
Project No	FM-15-B2	Change Order No 2	
Project Name	Rose Creek Golf Course Flood Risk Manageme	Flood Risk Management Project - Phase 2	Bergerstein auf der State der Sta
)ate Entered	9/14/2017	For Excavating, Inc	
l'his change is made under the terms of or is changes,or alterations hereinafter described.	terms of or is supplemen ter described.	"his 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.	form the work in accordance with the additions,
EXPLANATION OF CHANGE:		an a	
Section Line No	Item Description	Unit Orig Cont Qfy Prev C/O Prev Cont Qfy Curr C/O Qfy	y Tot Cont Qty Unit Price (\$) C/O Ext Price (\$)
Summary	a a sub a sub a sub-	anna ann a bha ann a bha ann ann ann ann ann ann ann ann ann a	
Source Of Funding			(c)
Net Amount Change Order # 2 (\$)	2 (\$)	an in the second sec	
Previous Change Orders (\$)		(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	17,209,97
Original Contract Amount (\$)			(135,495,17)
Total Contract Amount (\$)			806,785.14
I hereby accept this order both	as to work to be perform	hereby accept this order both as to work to be performed and prices on which payment shall be based.	2. V. Annual Control (10) - 1. C. Annual Control Control (10) - 1. Annual (10) - 1. Annual Control (10) - 1. Annual Control (10) - 1. Annual (10) - 1. Annua
CONTRACT TIME	and the second sec		
Current Con	Current Completion Date	Additional Days	New Completion Date
09/15	09/15/2017	47.00	11/01/2017
Description	n and a family of the second	Contractor has requested a time extension on the substantial completion date to November 1, 2017 due to delays caused by Century Link in relocating their fiber optic cable. The cable was to be relocated in June and won't be relocated over until late September 15, 2017.	e to November 1, 2017 due to delays caused by Century Link id won't be relocated over until late September 15, 2017.
APPROVED		APPROVED DATE	
For Contractor	D	Contraction Department Head	2 9/20/17
Title	Щ	Stimator Maydr	e Antonio de la composition de
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# CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT

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REPORT OF ACTION

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.	TR-15-C1		Type:	Final Balancing	Change Order #1	
Location:	City Wide		Date of	Hearing:	9/18/2017	
Routing City Commissio PWPEC File Project File	m	<u>Date</u> 9/25/2017 X Jacob Rick				

The Committee reviewed the accompanying correspondence from Project Manager, Jacob Rick, for Final Balancing Change Order #1 in the amount of \$19,767.00 bringing the total contract amount to \$268,360.75.

Staff is recommending approval of Final Balancing Change Order #1.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #1.

. .

#### **RECOMMENDED MOTION**

Approve Final Balancing Change Order #1 in the amount of \$19,767.00 to Strata Corporation.

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Rehabilitation Funds

Yes No N/A

N/A	
N/A	
	1 417 1

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

#### COMMITTEE

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

ATTEST:

Present	Yes	No	Unanimous	
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<u> </u> ۲	<u>ا ت ا</u>	<b>۲</b> ]	Tom Knakmuhs	
]ন্	[ <b>\</b> ]	<b>F</b>		

Tom Knakmuhs, P.E. Division Engineer

C: Kristi Olson



## Memorandum

To:	Members	of PWPEC
10.	INCLUDERO	

From: Jacob Rick, Project Manager K

Date: September 13, 2017

Re: Project #TR-15-C1 – Final Balancing Change Order #1

#### Background:

This project included the installation of flashing yellow left turn arrows at 8 intersections, replacing 8 signal poles at 4 intersections, connecting 3 intersections to our current system with communication modifications, connecting 1 intersection to our current system with wireless communication, installing a school speed zone on 40<sup>th</sup> Avenue South near 54<sup>th</sup> Street and adding a pedestrian flashing beacon for a crossing near Clara Barton Elementary School on 5<sup>th</sup> Street South.

Attached is a final balancing change order #1 in the amount of +\$19,767.00 for Project #TR-15-C1. This reconciles the estimated quantities used in the contract with the final quantities as measured in the field and additional fiber work needed due to existing conditions.

The original contract bid price for this project was \$248,593.75. This FBCO #1 will bring the project final amount to \$268,360.75 (7.95% increase total). This Project is 100% Street Rehab Funds.

#### **Recommended Motion:**

Approve the final balancing change order in the amount of +<u>\$19,767.00</u> to Strata Corporation.

JJR\jmg Attachment

Project No			CHANGE ORDER REPORT		CHANGE ORDER REPORT				
and Name	TR-15-C1		Chan	Change Order No	4				
	Traffic Signal Improvements & Incidentals	Incidentals	Eor .		Strata Corporation	tion			
Date Entered	9/8/2017		5						
This change is made under the terms of or is changes,or alterations hereinafter described. <b>EXPLANATION OF CHANGE:</b> Balance Ch	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. <b>EXPLANATION OF CHANGE:</b> Balance Change Order-Final This change or and the final quantities as measured in the field.	your pres	sent contract , if and when approved, y the final quantities as measured in the field.	and when ap	proved, you are o	ordered to perforr	n the work in acc	ordance with the	additions,
	ltam Description	Unit	Oria Cont Oty	Prev C/O	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	Unit Price (\$) C/O Ext Price (\$)
			6.00	0.00	6.00	1.00	7.00	5,000.00	5,000.00
Traffic Signals <sup>9</sup> 26	<ul> <li>Feet Equipment, Controlled</li> <li>Required Extra Fiber optic spicing due to the fiber running through</li> </ul>	្ត	0.00	0.00	0.00	1.00	1.00	1,360.00	1,360.00
đ	foundations that had been removed.						00 +	765.00	765.00
27	* Due to the Flber running through foundations that had to be removed the contractor was required to pull fiber back to nearest undisturbed pull box. Contractor also spliced fibers in the downtown area that had not been working, and restored communication to several	دی ۱	00.0	0.0	55 57	<u>0</u>			2
58	intersection. * Added Pull boxes on 4th St N @ 4th Ave, 3rd Ave, and 2nd Ave. This was to remove fiber from looping through new traffic signal	รา	0.00	0.00	0.00	1.00	1.00	3,000.00	3,000.00
	foundations.						Traffic Signs	Traffic Signals Sub Total (\$)	10,125.00
2	C81 Growed Plastic Film 8" Wide	щ	343.00	0.00	343.00	496.00	839.00	18.00	8,928.00
Markings 25	Obliterate Pavement Markings	SF	171.00	0.00	171.00	357.	528.00 avement Markinc	00 528.00 2.00 Pavement Markings Sub Total (\$)	714.00 9,642.00
* NC Items	sue							Grand Total (\$)	19,767.00
				5.					
								Ē	Project No : TR-15-C1

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Page 1 of 2

Farrow	CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	
Summary		
Source Of Funding		
Net Amount Change Order # 1 (\$)		
Previous Change Orders (\$)		
Original Contract Amount (\$)		
Total Contract Amount (\$)		
I hereby accept this order both as to work to be performed and prices on which payment shall be based.	d and prices on which payment shall be based.	
CONTRACT TIME		
Current Completion Date	Additional Days	New Completion Date
07/01/2016	0.00	07/01/2016
Description		
APPROVED . 1 M. 1 M. T.	APPROVED DATE	
For Contractor	Department Head	71/02/b
>1refe Corporation	Mayor	
Electricul Manager	Attest	

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Page 2 of 2

Project No : TR-15-C1

Page 200

19,767.00 0.00

248,593.75 268,360.75 REPORT OF ACTION

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.	FM-15-A1		Туре:	Negative Final f	Balancing Change Order #2
Location:	Southwood Addition		Date of	Hearing:	9/18/2017
<u>Routing</u> City Commission PWPEC File Project File	n	<u>Date</u> 9/25/2017 X Mark Miller			

The Committee reviewed the accompanying correspondence from Project Manager, Mark Miller, for the Negative Final Balancing Change Order #2 in the amount of \$9,168.85 bringing the total contract amount to \$263,177.20.

Staff is recommending approval of Negative Final Balancing Change Order #2.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #2.

#### **RECOMMENDED MOTION**

Approve Negative Final Balancing Change Order #2 in the amount of \$9,168.85 to The Guarantee Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

State & Sales Tax Funds

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

Yes	No
N//	4
N//	4
N//	۹

#### COMMITTEE

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

Unanimous Present Yes No 1 17 ΓI [] 17 Γ  $\overline{\mathbf{V}}$ 171 **F** 1 17 1  $\Gamma$ <u>ا کا</u> F Tom Knakmuhs 17 1 Γ

Tom Knakmuhs, P.E. Division Engineer

ATTEST:

C: Kristi Olson



## Memorandum

To:	Members of PWPEC
From:	Mark Miller, Project Engineer – MMM
Date:	September 11, 2017
Re:	Improvement District No. FM-15-A1 – Final Balancing Change Order #2

#### Background:

Improvement District No. FM-15-A1 constructed a storm water gatewell and new levee across Southwood Drive connecting two existing levees.

Change order #1 added days to substantial completion due to a Magellan Pipeline Encroachment Agreement. No monetary changes.

H&S Contracting was awarded this project in 2016. H&S since has encountered solvency complications and control of this contract has been transferred to the bonding company. The Guarantee Company has taken control of this contract, they hired a third party consultant to act as The Guarantee Company's Agent. Joe Mattingly of PC2, is that agent, and has signed the FBCO on behalf of the Bonding Company.

Attached is the Final Balancing Change Order #2 in the amount of -\$9,168.85. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$272,346.05
CO #1	<b>\$</b> 0
FBCO #2 Amount:	\$ -9,168.85
Total Contract:	\$263,177.20

All costs to be paid for with Flood Sales Tax (460).

#### **Recommended Motion:**

Approve the Final Balancing Change Order #2 to The Guarantee Company.

MMM/jmg Attachment

C: Jody Bertrand

Project No Project No Date Entered	ations here reconciles t	ruction, Storm Sev supplemental to les used in the co	CHAN ECHAN CCHAN CCh CHAN CCh CCh CCh CCh CCh CCh CCh CCh CCh CC	CITY ENGINEERI CHANGE (	CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	ENT				
oject No oject Name ate Entered	a under ns here cCHAN ne No 2 2	FM-15-A1 Levee Construction, Storm Sew 9/6/2017 9/6/2017 JGE: FBCO Inafter described. JGE: FBCO the estimated quantities used in the cor the estimated quantities used in the cor	er, Paving, & Ir your present tract with the fi Lnit Orig <sup>4</sup> LS	Chang		RT				
oject Name ate Entered	a under ns here cCHAN oncles t oncles t 2 2 2	Levee Construction, Storm Sew 9/6/2017 r the terms of or is supplemental to alnafter described. IGE: FBCO the estimated quantities used in the cor the estimated quantities used in the cor	sr, Paving, & Ir your present tract with the fi Unit Orig <sup>4</sup> LS	the set of they to them.	Change Order No 2	and a second sec	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		- 2041 - 10240 - 12 944	
ate Entered	s under ns here CHAN onclies t onclies t 2 2	9/6/2017 In the terms of or is supplemental to sinafter described. IGE: FBCO the estimated quantities used in the cor the estimated quantities used in the cor	your present tract with the fi Unit Orig t	ncidentals	e e al la la la meri e la la					
	a under ns here cHAN oncles t a ne No 2 2	r the terms of or is supplemental to sinafter described. IGE: FBCO the estimated quantities used in the cor	your present tract with the fi Unit Orig <sup>4</sup> LS	For	H.	H & S Contracting Inc		an examplement to	sautos a construction of the	
This change is made under the terms of or is changes,or alterations hereinafter described.	CHAN onclies t ne No 2	IGE: FBCO the estimated quantities used in the con Item Description	tract with the fi Unit Orig	contract , if al	nd when approv.	ed, you are orden	∋d to perform th	le work in accor	dance with the addit	tions,
EXPLANATION OF CHANGE: FBCO	le No 2 4	Item Description	Jnit Orig	nal duantities a:	s measured in the f	Teld.		and the second second	salarine (i the s mo	
inis change order reco Section 1 in	0 4		1.0	Oria Cont Qtv P	Prev C/O Prev	nt Oty	Curr C/O Qty To	Tot Cont Qty U	Unit Price (\$)   C/O Ext Price (\$)	Ext Price (\$)
- 61		Tonnoll - Strin & Shread	1	1.00	<b>ы</b> 0.00	1.00	0.00	1.00	6,500.00'	19.50
Miscellaneous	4		1 (1941 N 194			18 - 19 - 19 - 19 - 19 - 19 - 19 - 19 -	a south court of the	Miscellaneous Sub Total (\$)	Sub Total (\$)	19.50
Domovale	1	Remove Tree	EA	4.00	0.00	4.00	5.001	9,00	300.00	1,500.00
	1	Monthly downers where the second process the first		2	8	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1	and an and the second second	Removals	Removals Sub Total (\$)	1,500.00
Paving	32	F&I Aggregate for Asph Pavement	TON	247.00	00.00	247.00	-23.00	224.00	70.00	-1,610.00
đ.	33	nalt Cement PG 58-34	GAL	3,332.00	00'0	3,332.00	-722.14	2,609.86	2.15	-1,552.60
-	34	F&I Driveway 6" Thick Reinf Conc	sY	54.00	0.00	54.00	-3.67	50.33	83.00	-304.61
	40	· F&I Pavement 6" Thick Reinf Conc	sΥ	238.00	0.00	238.00	32.00	270.00	52.00	1,664.00
	1	the second s	· · · · · · · · · · · · · · · · · · ·			() n () a	A TANK A TANK	A Paving	Paving Sub Total (\$)	-1,803.21
	43	. Inlet Protection - Existing Inlet	EA	1.00	0.00	1.00	-1.00]	00.00	150.00	-150.00
Sediment		34.6	SY	57.00	00.00	57.00	-5.89]	51.11	3.25	-19.14
i.	45	Slit Fence - Heavy Duty	5	250.00	0.00	250.00	-250.00	0.00	1.75	-437.50
1		A second se		narian limbar		1. (2010)00000000 (M2 1. 900)	Erosion & Sed	Erosion & Sediment Control Sub Total (\$)	Sub Total (\$)	-606.64
Flood Mittation	46	Inspection Trench	сY	250.00	0.00	250.00	-250.00)	0.00	5.00	-1,250.00
8	8	Fill - Contractor Supply	сY	3,000.00	0.00	3,000.00	-198.50	2,801.50	12.50	-2,481.25
	ų.	: Topsoli - Import	ς	300.00	0.00	300.00	-300.00	0.00	18.00	-5,400.00
	2	Seeding Type B	sγ	5,000.00	0.00	5,000,00	1,895.00	6,895.00	0.15	284.25

Faroo	CITY C ENGINEERIN CHANGE O	CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	<b>5</b> .				
Flood Mitigation 50 Mulching Type 1 - Hydro SY	Y 5,000.00	0.00	5,000.00	1,895.00° Ela	6,895.00 0.30 Elocation Sub Total (\$)	0.30 Total (\$)	568.50 -8.278.50
		a la	a de constante a	192 		(A) (B)	
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Summary Source of Funding	and the second sec	a standard (control of	10 (0.00) (1000) (10			ta mita nati	1
Net Amount Change Order # 2 (\$)	the second second second second second	the strategies			te estre del del factorio		-9,168.85
	10 10 10 10 10 10 10 10 10 10 10 10 10 1			and a subsequence of the	the second se	متعديدهما الاستعادية	0.00
			-	And Annual Sector		n en refer (data i data	272,346.05
Total Contract Amount (\$)			. 6. PH	8	1 (4 E (5 C ) 2 C )		703,111,502
				and the second		to Date	
Current Completion Date	Addit	Additional Days	*) *: *:	1 · · · · · · · · · · · · · · · · · · ·	New Completion Date	etion Date	North Sciences
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Page 2 of 2

Project No : FM-15-A1

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#### ENGINEERING DEPARTMENT



21-1 September 20, 2017 200 3rd Street North Fargo, North Dakota 58102 Phone: (701) 241-1545 Fax: (701) 241-8101 E-Mail: feng@cityoffargo.com

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Project No. FM-17-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 20, 2017, for Airport Borrow Pit Site Grading & Incidentals, Project No. FM-17-B1, located at Airport Borrow Pit.

The bids were as follows:

Sellin Brothers, Inc.		\$46,290.00
Gladen Construction, Inc.		\$46,990.00
Excavating, Inc.		\$52,392.50
Border States Paving, Inc.		\$69,930.00
Veit & Company, Inc.		\$72,570.00
Industrial Builders ,Inc.		\$74,725.00
Northern Improvement Co.		\$79,415.00
On the Level Construction, Inc.	aî.	\$79,950.00
Earthwork Services, Inc.		\$82,816.00
Hazelton Construction	0	\$88,915.00
Premier Excavating, Inc.	20	\$90,460.00
Dirt Dynamics	S. 5	\$98,270.00

Engineer's Estimate

\$101,384.61

The special assessment escrow is not required.

This office recommends award of the contract to Sellin Brothers, Inc. in the amount of \$46,290.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs Division Engineer

TAK/klo

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations





#### ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # FM-17-B1

#### Airport Borrow Pit Site Grading & Incidentals

Airport Borrow Pit

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:

Airport Borrow Pit SIte Grading & Incidentals Project # FM-17-B1 of the City of Fargo, North Dakota.

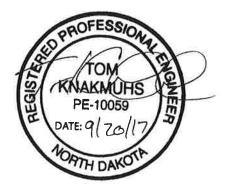
Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous				
1 Mobilization	LS	1.00	6,000.00	6,000.00
2 Topsoil - Strip & Spread	LS	1.00	22,000.00	22,000.00
3 Traffic Control - Minor	LS	1.00	600.00	600.00
		Mis	cellaneous Total	28,600.00
Erosion & Sediment Control				
4 Stormwater Management	LS	1.00	3,500.00	3,500.00
5 Sediment Control Log 6" to 8" Dia	LF	300.00	2,35	705.00
	E	Erosion & Sedim	ent Control Total	4,205.00
Site Restoration				
6 Seeding Type A	SY	13,000.00	0.21	2,730.00
7 Mulching Type 2 - Straw	SY	6,500.00	0.12	780.00
8 Excavation	CY	950.00	10.50	9,975.00
		Site I	Restoration Total	13,485.00
		Total Co	Instruction in \$	46,290.00
	E	Engineering	6.00 %	2,777.40
	Le	egal & Misc	7.00 %	3,240.30
	Co	ntingencies	10.00 %	4,629.00
		Interest	4.00 %	1,851.60
		Total E	stimated Costs	58,788.30
	Sa	les Tax Funds - F	lood Control - 460	58,788.30
		U	Infunded Costs	0.00

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

Date: 09/20/2017

Tom Knakmuhs

Division Engineer



#### ENGINEERING DEPARTMENT



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

September 20, 2017

Honorable Board of City Commissioners City of Fargo Fargo, ND

#### Re: Project No. TR-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 20, 2017, for Traffic Signal Rehabilitation & Incidentals, Project No. TR-17-A1, located Citywide.

The bids were as follows:

Moorhead Electric	\$195,716.00
Fargo Electric	\$218,385.55
2 20 L	

Engineer's Estimate

\$149,995.00

The special assessment escrow is not required.

This office recommends award of the contract to Moorhead Electric in the amount of \$195,716.00 as the lowest and best bid.

Sincerely,

Tom Knakmuhs, P.E. Division Engineer

TAK/jmg

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations

Printed on Recycled paper.

# Fargo

#### ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # TR-17-A1

#### Traffic Signal Rehabilitation & 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:

Traffic Signal Rehabilitation & Incidentals Project # TR-17-A1 of the City of Fargo, North Dakota.

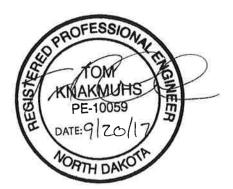
Line Description Traffic Signals	Unit	Quantity	Unit Price (\$)	Amount (\$)
1 F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	105.00	810.00	85,050.00
2 Rem & Repl Traffic Signal LED	EA	476.00	75.00	35,700.00
3 F&I PTZ Camera System	EA	6.00	4,500.00	27,000.00
4 F&I Signal Cable CAT 6	LF	624.00	2.25	1,404.00
5 F&I Signal Cable AWG 16/3	LF	624.00	2.50	1,560.00
6 F&I Head 4 Sect w/12" LED MA Mtd	EA	3.00	1,170.00	3,510.00
7 F&I Signal Cable AWG 14/7	LF	96.00	3.25	312.00
8 F&I Signal Cable AWG 14/20	LF	55.00	6.00	330.00
9 Modify Traffic Signal System	EA	2.00	1,000.00	2,000.00
10 F&I Traffic Signal Feed Point	EA	5.00	4,250.00	21,250.00
11 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	12,200.00	12,200.00
12 F&I Emerg Veh Pre-emption Components	EA	18.00	300.00	5,400.00
		Traf	fic Signals Total	195,716.00
	2.0	Total Co	nstruction in \$	195,716.00
	Er	gineering	6.00 %	11,742.96
	Leg	al & Misc	3.00 %	5,871.48
	Cont	ingencies	10.00 %	19,571.60
		Interest	4.00 %	7,828.64
		Total Es	stimated Costs	240,730.68
	Sale	s Tax Funds - In	frastructure - 420	0.00
		Street Rehabilit	ation Funds - 401	240,730.68
		U	nfunded Costs	0.00

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

Date: 09/20/2017

Tom Knakmuhs, P.E.

**Division Engineer** 



#### COVER SHEET CITY OF FARGO PROJECTS

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of the Project as it will appear in the Contract:

	Regiona	al Detention Pond & S	Storm Water Collection System	
Project N	oF	P-17-A		
	Call for Bid	s	September 25	, <u>2017</u>
	Advertise [	)ates	September 26, October 2 & 9	, <u>2017</u>
	Bid Openir	g Date	October 18	, <u>2017</u>
	Substantia	Completion Date	June 15	, <u>2018</u>
		pletion Date	July 1	, <u>2018</u>
X	PWPEC R	eport (Attach Copy)		
X	Engineer's	Report (Attach Copy	)	
X	Direct City	Auditor to Advertise f	for Bids	
X	Bid Quant	ties (Attach Copy for	Auditor's Office Only)	
N/A_	Notice to F	Property Owners (Dar	n Eberhardt)	
Project E	Ingineer	Roger E. Kluck	к, Р.Е. С.F.M	
Phone N				
The item	is listed abo	ve are for use on all (	City projects. The additional items lis	ted below

are to be checked only when all or part of a project is to be special assessed:

- Create District (Attach Copy of Legal Description) <u>N/A</u>
- **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) N/A

#### **REPORT OF ACTION**

### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.		Туре:	Capital Improvement Plan Rev	ision
÷	Regional Detention Pond & Storm Sewer Colle	ection	Date of Hearing:	8/7/2017
Routing City Commission	Date			
PWPEC File Project File	X Jody Bertrand, Roger Kluck			

The Committee reviewed a communication from Storm Sewer Utility Engineer, Roger Kluck, regarding a recommendation to add a project to the 2017 CIP.

To allow for development of the area in the Southwest quadrant of I-94 and I-29, a regional storm sewer pond is required to provide the regional retention of the adjacent properties. The retention pond will be located north of 30th Avenue South and west of 41st Street South. The project pond area will be rough graded by the developer and the City will be responsible for the installation of a 48" trunk storm sewer line within a provided storm sewer easement between 26th Avenue South and the pond. The City will also be completing the finish grading/topsoiling and installing the outlet structure from the pond to the City storm sewer system in 41st Street South. The costs will be special assessed to the benefitting properties. The estimated project cost is \$450,000.00.

Staff is recommending this project be added to the 2017 CIP.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to add Project No. FP-17-A1 to the 2017 CIP.

#### RECOMMENDED MOTION

Concur with Committee recommendation to add Project No. FP-17-A1 to the 2017 CIP.

PROJECT FINANCING INFORMATION: Recommended source of funding for project:	Tax Increment Financing Funds (TIFF		
		Yes	No
Developer meets City policy for payment of delinque	ent specials	N/	'A
Agreement for payment of specials required of deve		N/	Ά
Agreement for payment of specials required of deve		N/	/A
Letter of Credit required (per policy approved 5-28-1	13)		

#### COMMITTEE

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

Present	Yes	No	Unanimous
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Brenda E. Derrig, P.E. **Division Engineer** 

ATTEST:

HFILE COPY



## Memorandum

TO: PWPEC REK, PE

From: Roger E. Kluck, PE, CFM, Engineer II

**Date:** 8/01/2017

**Re:** Project Creation and Amending the 2017 CIP for FP-17-A1 Regional Detention Pond and Storm Water Collection system for developments in the 30<sup>th</sup> Ave S and 41<sup>st</sup> St S area for TIF development

The City of Fargo has been working the past several months with Matrix Developers and Border States Electric on their planned developments in the southwest quadrant of the I94/I29 interchange. In order for these projects to proceed, the best option found by Engineering for meeting the storm water requirements is to connect these properties to a regional Storm Water Detention pond located at the intersection of 30<sup>th</sup> Ave S and 41<sup>st</sup> St S.

Currently the plans are being finalized for two of the development area projects. The Border States Electric Site, which will be east of 30<sup>th</sup> Ave S and north of 26 Ave S recently received approval from the City Commission for an early build permit ahead of the City street and utility work on 30<sup>th</sup> Ave S. The second project is Crown Pointe Apartments that will be south of 26 Ave S and east of 41<sup>st</sup> St S. The regional detention pond will be dug, as part of the Crown Pointe Apartments Site Development. The City will be responsible to install the storm sewer connecting the developments to the pond, fine grading and finishing the pond, and installing the pond outlet. A future City project will complete the storm sewer system from 26<sup>th</sup> Ave S north and east to the Border States Electric site and to build 30<sup>th</sup> Ave S north of 26<sup>th</sup> Ave.

Engineering recommends the project FP-17-A1 Regional Detention Pond and Storm Water Collection System for the developments in the 30<sup>th</sup> Ave S and 41<sup>st</sup> St S area be created and to also amend the 2017 Capital Improvement Plan (CIP) for inclusion of this project.

#### Recommended Motion

Approve the recommendation of Engineering to create the project FP-17-A1 for the construction of a regional detention pond and storm water collection system for developments in the 30<sup>th</sup> Ave S and 41<sup>st</sup> St S area, as well as the amending of the 2017 Capital Improvement plan for inclusion of this project. The costs of these improvements will be funded through a Tax Increment Financing district (TIF).

REK/klo

### ENGINEER'S REPORT REGIONAL DETENTION POND & STORM WATER COLLECTION SYSTEM PROJECT NO. FP-17-A

#### Nature & Scope

The City of Fargo has been working the past several months with Matrix Developers and Border States Electric on their planned developments in the southwest quadrant of the I94/I29 interchange. In order for these projects to proceed, the best option found by Engineering for meeting the storm water requirements is to connect these properties to a Regional Storm Water Detention Pond located at the intersection of 30<sup>th</sup> Ave S and 41<sup>st</sup> St S. Currently the plans are being finalized for two of the development area projects. The Border States Electric Site, which will be east of 30<sup>th</sup> Ave S and north of 26<sup>th</sup> Ave S recently received approval from the City Commission for an Early Build Permit ahead of the City street and utility work on 30<sup>th</sup> Ave S. The second project is Crown Pointe Apartments that will be south of 26<sup>th</sup> Ave S and east of 41<sup>st</sup> St S.

#### Purpose

To build a regional detention pond and related storm sewer main collection system for developing properties in south Fargo. The regional detention pond will be excavated, as part of the Crown Pointe Apartments Site Development. The City will be responsible to install the storm sewer connecting the developments to the pond, fine grading and finishing the pond, and installing the pond outlet. A future City project will complete the storm sewer system from 26<sup>th</sup> Ave S north and east to the Border States Electric site and to build 30<sup>th</sup> Ave S north of 26<sup>th</sup> Ave.

#### **Feasibility**

The costs for the first phase of these improvements are estimated as follows:

Estimated Construction Cost Engineering (11%) Administration. (6%) Legal & Misc. (7%) Interest (4%) **Total Estimated Cost:**  \$454,990.00 \$50,048.90 \$27,299.40 \$31,849.30 \$18,199.60 \$582,387.20

#### Funding

General Infrastructure Funds (TIF-401)

\$ 582,387.20

We believe this project to be cost effective.



Jody R. Bertrand, PE Division Engineer



### FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

September 21, 2017

Board of City Commissioners City Hall Fargo, ND 58102

RE: City of Fargo BSE Police Department Request for Proposals - Furnishings

Dear Commissioners:

The renovation of the Border States Electric (BSE) warehouse facility, located at 105 25 St. N., is nearing completion, and for use by the Fargo Police Department Field Services Division. As such, the Fargo Police Department and the City of Fargo are prepared to enter into contracts for furnishings for the BSE Police Department facility. This contract sets the parameters of services and fees associated with those services to the Fargo Police Department.

The Fargo Police Department has identified some current furnishings located at the Fargo Police Department Headquarters building, which will be re-used at the new facility, and will cause the least amount of disruption of police services and activities to the community.

Attached for your review and approval is the BSE Police Department Furnishings Bid Tabulations Summary.

#### **Recommended Motion:**

The Fargo Police department recommends award of the BSE Police Department Furnishings contracts per proposals identified on the attached Base Bid No. 1 Summary. Recommended awards for:

- Seating and tables to Business Essentials for \$19,144.20
- Modular furnishings and task seating to Christianson's Business Furniture for \$69,327.95.

Total Base Bid No. 1 award is \$88,472.15

In addition, please find a summary of Base Bid No. 2 proposals. Base Bid No. 2 awards would be split between four vendors:

- Guest seating to Brown & Saenger for \$4,792.23.
- Conference table, briefing tables, and chairs to Business Essentials for \$8,835.20.
- Task seating to Christianson's Business Furniture for \$15,712.58.
- Modular systems furniture to Hannaher's Inc., for \$47,656.34.

Total Base Bid No. 2 is \$76,996.35.

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

Based on the reuse of existing furnishings, which would compromise performance of Fargo Police Department activities and operations during the process of disassembly, relocation, and reassembly for re-use in the new locations, it is my recommendation to select Base Bid No. 1.

Please contact me if you have any questions or concerns.

Sincerely,

AE.M

David E. Todd Chief of Police

AMAGE a R O U P Architecture & Interiors

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City of Fargo BSE Police Department - Furnishings Fargo, ND Image 1703.01

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September 21, 2017

City of Fargo BSE Police Department - Furnishings Fargo, ND 1mage 1703.01

*F*MAGE <sup>c</sup> <sup>k</sup> <sup>0</sup> <sup>0</sup> <sup>p</sup> Architecture & Interiors

# ENGINEERING DEPARTMENT



tember 13, 2017

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

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

# Re: Memorandum of Offer to Landowner Permanent Easement (Street and Utility) - Project #BN-17-A1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #BN-17-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a permanent easement from **Elwood Jay Brand** in association with Project #BN-17-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger Land Acquisition Specialist

C: Jason Leonard Nancy J. Morris Mark Bittner

> Street Lighting Sidewalks

Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations



# Page 24 MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)	
BN-17-A1	Cass	01-3525-00100-002	

Landowner Elwood Jay Brand

Mailing Address 5617 19th Ave N, Fargo, ND 58102

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ \_\_\_\_\_\_33,667.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

\$	
\$ 33,667.50	
\$	
\$	
 \$	33,667.50

\*Description of Damages to Remainder are as follows:

**Owner Signature** 

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

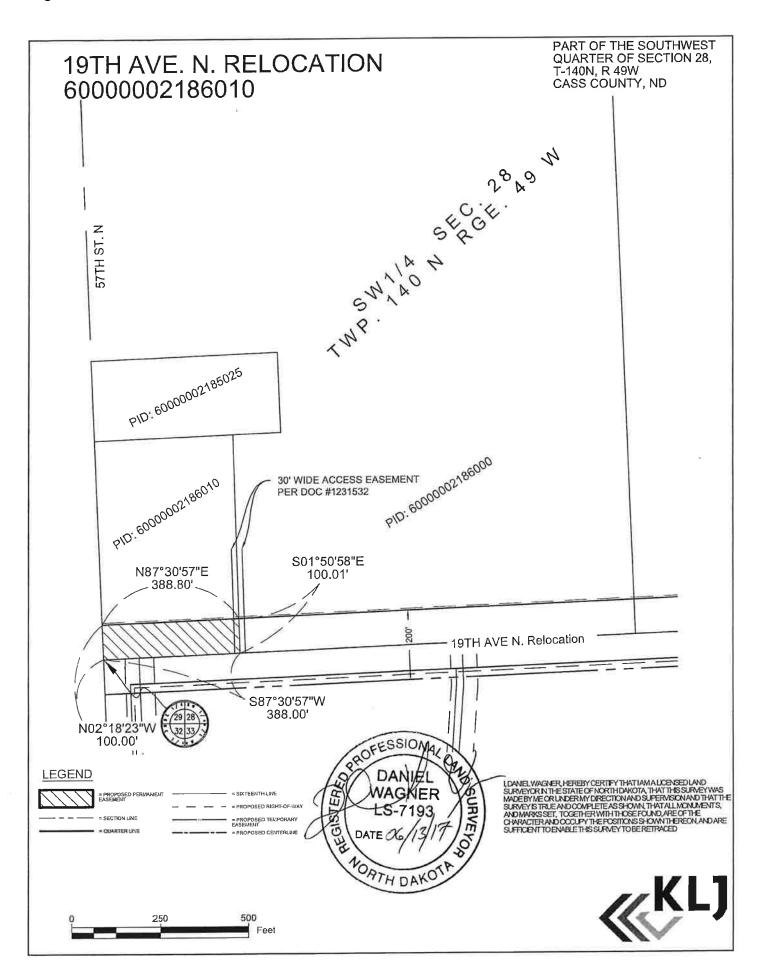
MAYOR

SIGNATURE

DATE

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





A 100.00-foot wide right-of-way in that part of the Southwest Quarter of Section 28, Township 140 North, Range 49 West of the Fifth Principal Meridian in Cass County, North Dakota, described as follows:

Beginning at the southwest corner of said Section 28; thence North 02 degrees 18 minutes 23 seconds West (assumed bearing) along the west line of said Section 28 for a distance of 627.00 feet; thence North 87 degrees 30 minutes 57 seconds East, parallel to the south line of said Southwest Quarter for a distance 393.00 feet; thence South 01 degrees 50 minutes 58 seconds East for a distance of 627.04 feet to a point on the south line of said Southwest Quarter; thence South 87 degrees 30 minutes 57 seconds West along the south line of said Southwest Quarter for a distance of 388.00 feet to the southwest corner of said Southwest Quarter, the point of beginning.

TOGETHER WITH an easement for ingress and egress over and across that part of said Southwest Quarter, being a strip of land 30.00 feet wide lying 15.00 feet on each side of the following described line: Commencing at the southwest corner of said Section 28; thence North 87 degrees 30 minutes 57 seconds East, along the south line of said Southwest Quarter for a distance of 388.00 feet to the point of beginning; thence North 01 degrees 50 minutes 58 seconds West for a distance of 300.00 feet and there terminating.

Said right-of-way described as follows:

The South 100.00 feet of the above described parcel.

Said part of the Southwest Quarter contains 0.89 acres, more or less, and is subject to right-of-ways, easements and other restrictions of record, if any.

## ENGINEERING DEPARTMENT



eptember 13, 2017

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

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

# Re: Memorandum of Offer to Landowner Permanent Easement (Street and Utility) - Project #BN-17-A1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent easement in association with Project #BN-17-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

<u>RECOMMENDED MOTION</u>: I/we hereby move to approve and authorize purchase of a permanent easement from **Elwood Jay Brand and Bruce Brand** in association with Project #BN-17-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger Land Acquisition Specialist

C: Jason Leonard Nancy J. Morris Mark Bittner

> Street Lighting Sidewalks

Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations



# Page 2002 MORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project	County	Parcel(s)
BN-17-A1	Cass	01-3525-00100-001

Landowner Elwood Jay Brand and Bruce Brand

Mailing Address 5617 19th Ave N, Fargo, ND 58102

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ \_\_\_\_\_\_92,878.75 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land Easement and Access Control Improvements on Right of Way\* Damages to Remainder Total Offer

\$ 	
\$ 92,878.75	
\$	
\$	
\$	92,878.75

\*Description of Damages to Remainder are as follows:

**Owner Signature** 

Signature hereby constitutes acceptance of offer as presented above.

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



Shawn G. Bullinger Land Acquisition Specialist, City of Fargo

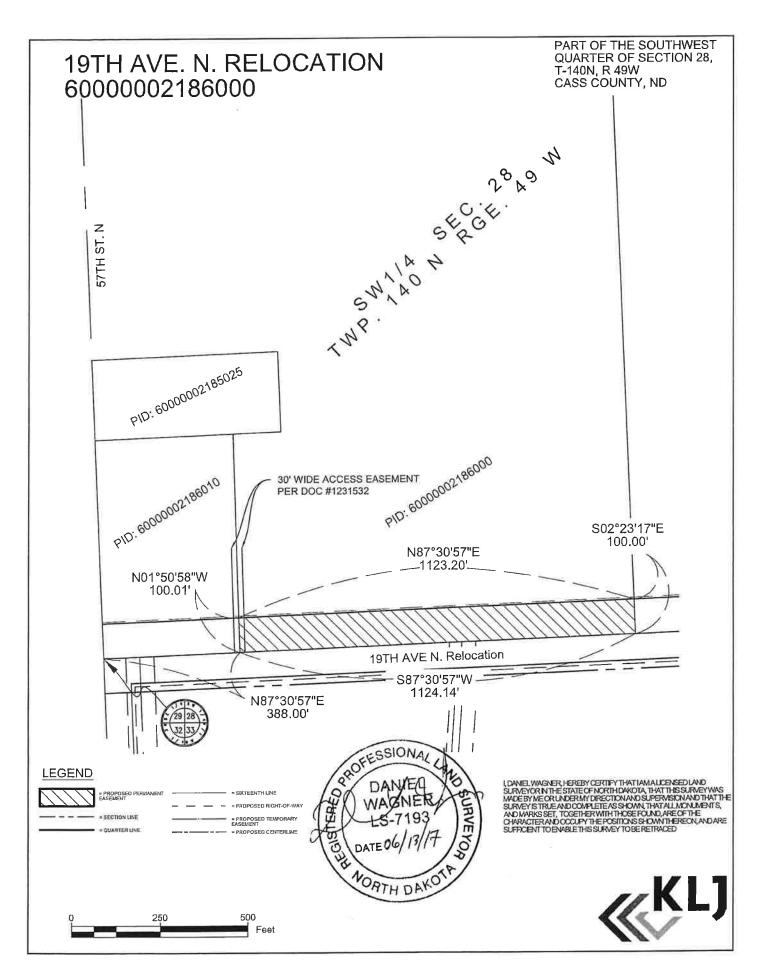
Fargo City Commision has considered the offer and approves the same:

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



A 100.00-foot wide right-of-way in the Southwest Quarter of Section 28, Township 140 North, Range 49 West of the Fifth Principal Meridian in Cass County, North Dakota, LESS the Burlington North Santa Fe Railroad Right-of-Way and LESS the following described parcels:

A tract of land in said Southwest Quarter describes as follows: Beginning at the southwest corner of said Section 28; thence North 02 degrees 18 minutes 23 seconds West (assumed bearing) along the west line of said Section 28 for a distance of 627.00 feet; thence North 87 degrees 30 minutes 57 seconds East, parallel to the south line of said Southwest Quarter for a distance 393.00 feet; thence South 01 degrees 50 minutes 58 seconds East for a distance of 627.04 feet to a point on the south line of said Southwest Quarter; thence South 87 degrees 30 minutes 57 seconds West along the south line of said Southwest Quarter for a distance of 388.00 feet to the southwest corner of said Southwest Quarter, the point of beginning.

## AND

A tract of land in said Southwest Quarter describes as follows: Commencing at the southwest corner of said Southwest Quarter of Section 28; thence North along the West section line for a distance of 627 feet to the point of beginning; thence North along said West section line for a distance of 231 feet; thence East and parallel to the South section line of said Section 28 for a distance of 528; thence South and parallel to the West section line of said Section 28 for a distance of 231 feet; thence West and Parallel to the South section 28 for a distance of 528, more or less, to the point of beginning

## AND

A tract of land in said Southwest Quarter described as follows: Beginning at the south quarter corner of said Section 28; thence South 87 degrees 30 minutes 57 seconds West on the south line of said Southwest Quarter a distance of 1155.00 feet; thence North 02 degrees 23 minutes 16 seconds West parallel with the east line of said Southwest Quarter a distance of 1832.59 feet to the southerly right-of-way line of the Burlington Northern Santa Fe Railroad; thence South 64 degrees 43 minutes 13 seconds East along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 467.90 feet; thence South 25 degrees 16 minutes 47 seconds West along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 25.00 feet; thence South 64 degrees 43 minutes 13 seconds East along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 25.00 feet; thence South 64 degrees 43 minutes 13 seconds East along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 25.00 feet; thence South 64 degrees 43 minutes 13 seconds East along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 25.00 feet; thence South 64 degrees 43 minutes 13 seconds East along said southerly right-of-way line of the Burlington Northern Santa Fe Railroad a distance of 849.32 to said East line of the Southwest Quarter; thence South 02 degrees 23 minutes 16 seconds East along said East line of the Southwest Quarter a distance of 1196.85 feet to the point of beginning.

Said right-of-way described as follows:

The South 100.00 feet of the above described parcel.

Said part of the Southwest Quarter contains 2.58 acres, more or less, and is subject to right-of-ways, easements and other restrictions of record, if any.

Page 225

REPORT OF ACTION

# PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement Dis	strict No. BN-16-H1	Туре:	Infrastructure F	Request		
Location:	53rd Ave South East of 63rd St.	Date of	ate of Hearing: 4/18/			
Routing City Commission PWPEC File Project File	<u>Date</u> <u>9/25/17</u> X Brenda Derrig					

The Committee reviewed a communication from Engineering Services Division Engineer, Brenda Derrig regarding a petition from 50.9% of the property owners fronting the requested street improvements.

Staff is seeking approval to proceed with the design and creation an improvement district for paving with curb and gutter, as well as storm water improvements.

In response to a question from the Committee, staff indicated that they have not had contact with the other owners. There is a chance that this owner may oppose the paving. Staff will need to conduct public input meetings once the owners would be notified and have the ability to protest the project.

There is a possibility that once the design is completed the project will not proceed due to protests. Staff feels that this is an appropriate risk due to the desire to see this road paved to minimize the maintenance needs. The design will be completed in house.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend approval of the design and creation of an improvement district for the infrastructure.

### RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the design and creation of an improvement district for the paving and associated infrastructure.

### PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Speci	al 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

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

ATTEST:

Unanimous Present Yes No V V V V 1 ſ Nicole Crutchfield V V Rvan Erikson  $\overline{\mathbf{V}}$ 1 V V 1  $\overline{\mathbf{v}}$ V 2 1 V

April E. Walker, P.E., C.F.N City Engineer



# Memorandum

Tœ	Members of PWPEC
From:	Brenda Derrig, Division Engineer B
CC:	Rob Matthews, 5936 53 <sup>rd</sup> Avenue South
Date:	April 13, 2016
Re:	Paving with curb and gutter request for 53 <sup>rd</sup> Avenue South east of 63 <sup>rd</sup> Street

## Background:

Attached you will find a petition, along with a map, from Robert Matthews for the installation of paving with curb and gutter on 53<sup>rd</sup> Avenue South just east of 63<sup>rd</sup> Street. To support the request, the City will need to include storm sewer, street lights, and sidewalks where developed. The petition was supported by 50.9% of the assessment district in the petition. Staff is requesting that PWPEC accept the petition and direct staff to start the design of a project to construct the paving and associated infrastructure.

With the construction season starting, along with our project load I am requesting to go through the MSA for the design of this project.

## **Recommended Motion:**

Accept the petition for paving with curb and gutter and direct Engineering to receive quotes through the MSA for design.

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To the Board of Commissioners of the City of Fargo, North Dakota,

We, the undersigned, do hereby certify that we own the lots or parcels of land corresponding to the addresses following each name subscribed hereto, and

We respectfully petition the Board of Commissioners to take such action as may be required by law to construct: = Gutten AULAO man 715 Sid at the location described following: And by our signatures affixed hereto declare that we understand and agree that the funds necessary to defray the cost and expense of such Special Improvement shall and will be provided by and from special assessments levied against property benefited by such improvement. Submitted by: 53rd Auz Address: 701-282-3445 Telephone No: SIGNATURE RESIDENCE ADDRESS PRINTED OWNER NAME of Legal Owner have Lurrier 5937 53 AUL S. JASON 5986 53rd Ave 3. 1Atthews Kobert 5948 33 A-5948 53.1 Hun SW evicen 53 our Sh 5949 cuit signatur 6010 53rd Aur J M Le BENSON 6020 53rd Aur 3-104 5300 6109 54 6108 53 RAHS. 620 53rd Ave 1412 010 6218 al AVS 0.2 6219 ME Martino 62130 9 **G121 C** 國家的基礎

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To the Board of Commissioners	ofthe	City of	Fargo,	North	Dakota.
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We, the undersigned, do hereby certify that we own the lots or parcels of land corresponding to the addresses following each name succorded hereto, and

We respectfully patition the Board of Commissioners to take such action as may be required by law to construct.

at the location described following:\_\_\_\_

And by our signatures affixed hereto declare that we understand and egree that the funds necessary to defray the cost and expense of such Special Improvement shall and will be provided by and from special assessments levied against property benefited by such improvement.

Submitted	ty:
Address:	

Robert	M	Atte	Eur
5936 53	nd.	Aur	5.
701-282	- 3	445	

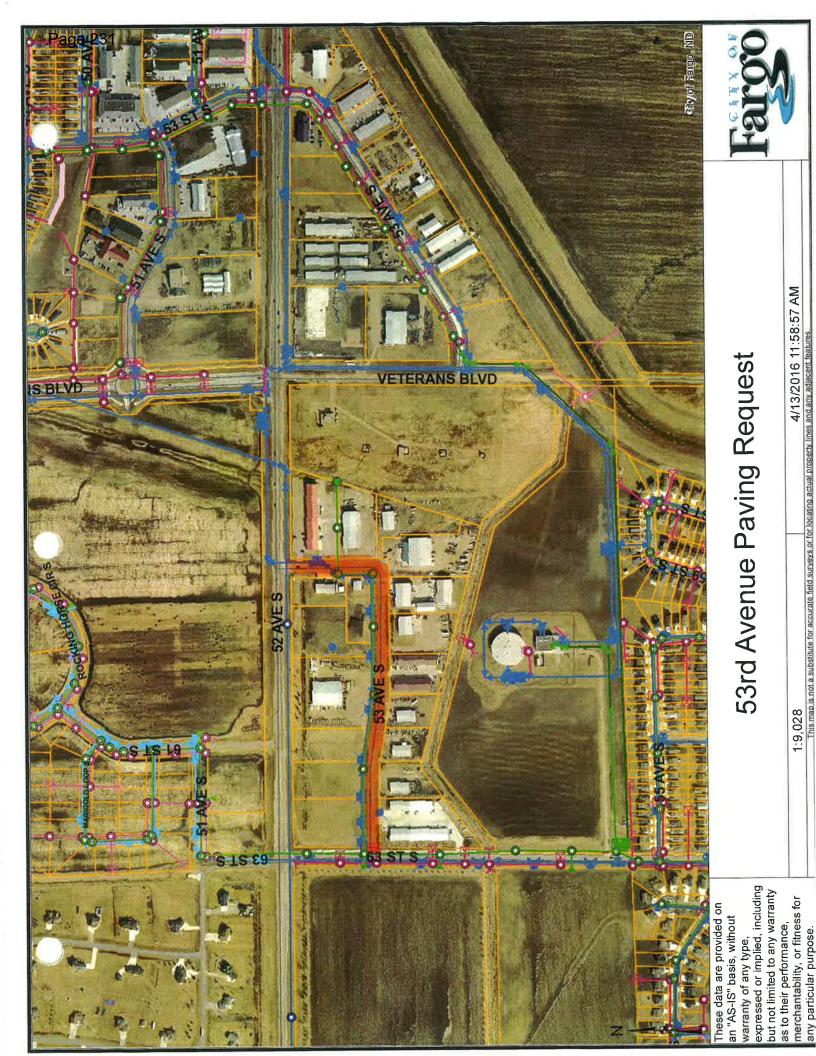
Telephone No:

	SIGNATURE of Legal Owner	PRINTED OWNER NAME	T
		DAVE CUrrien	RESIDENCE ADDRESS
	to the	JASON Plicity	3
Duplicate	the marthan	Robert MAtthews	5936 53rd Ave 3.
uplicates	Alen	DERRY MAUSEN	5948 332° Are S.
cate	Charles the	Michael Bjerken	5948 5321 Ave. SW
	St May-	Jason Plaut.	5949 53 our SH
10	Mule Bana	Mike BENSON.	6010 5310 Aur 5.
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Signed by:														i & Michael Bjerken	iews			0.508904244		
					88,001 Jason Plecity	43,559 Jason Plecity				90,706 Chris Stoke	44,808 Corey Smith	41,355 TJ Haugrud		118,123 Rob Jordahl	62,241 Mike Benson	74,411 Jerry Madsen & Michael Bjerken	77,247 Robert Matthews		70,418 Gary Fritz	710,869
	sq ft	112,298	75,343	43,561	88,001	43,559	155,203	66,773	69,707	90,706	44,808	41,355	52,715	118,123	62,241	74,411	77,247	110,393	70,418	1,396,862
tions	ck Addition	1 Currier Trust Subd	1 Currier Trust Subd	1 Dittmer Subd	1 Dittmer Subd	1 Dittmer Subd	1 Richard 3rd Subd	1 Richard 3rd Subd	1 Richard 3rd Subd	1 Richard 3rd Subd	2 Richard 3rd Subd	2 Richard 3rd Subd	2 Richard 3rd Subd	2 Richard 3rd Subd	1 KENS SUBD	1 KENS SUBD	1 KENS SUBD	1 KENS SUBD	1 KENS SUBD	
53rd Ave Petitions	Lot Block	1	2	1	2	e	ᠳ	2	£	4	1	2	m	4	1	2	e	KEN'S SUBI	KEN'S SUBI	
Ю	Address	5908 53 AVE S	5928 53 AVE S	5917 53 AVE S	5949 53 AVE S	5937 53 AVE S	6109 53 AVE S	6121 53 AVE S	6207 53 AVE S	6219 53 AVE S	6108 53 AVE S	6120 53 AVE S	6206 53 AVE S	6218 53 AVE S	6010 53 AVE S	5948 53 AVE S	5936 53 AVE S	5932 53 AVE S	5930 53 AVE S	
	Owner	01-8417-00010-000 JAECO INVESTMENTS LLC	5928 LLC	CASWELL, SHARON KLUKKEN	PLECITY KOWALSKI CONSTRUCTION INC	PLECITY KOWALSKI CONSTRUCTION INC	PAWLUK, KENNETH LLC	PAWLUK, KENNETH LLC	PERRY REAL ESTATE FARGO SOUTH LLC	STOKKE, CHRIS	SMITH, COREY L & SHERRI M	THI DEVELOPMENTS LLC	NELSON, RICKY J & CHAD R	01-8419-00080-000 J & O REAL ESTATE LLC	BENSON, MICHAEL D RLT	CCSS PROPERTIES LLP		RGMC PROPERTIES LLC		
	Parcel	01-8417-00010-000	01-8417-00020-000	01-8418-00010-000	01-8418-00020-000	01-8418-00030-000	01-8419-00010-000	01-8419-00020-000	01-8419-00030-000	01-8419-00040-000 STOKKE, CHRIS	01-8419-00050-000	01-8419-00060-000	01-8419-00070-000	01-8419-00080-000	01-8420-00010-000	01-8420-00020-000	01-8420-00030-000	01-8420-00040-000	01-8420-00050-000	





# REPORT OF ACTION (35) PUBLIC WORKS PROJECTS EVALUATION COMMITTEE Improvement District No. PR-17-B1 IM-8-094(090)351 and NHU-8-0081(039)924 Type: Cost Participation & Maintenance Agreement Location: University Drive S – 18th to 21st Avenue S Date of Hearing: 9/18/2017

RoutingDateCity Commission9/25/2017PWPEC FileXProject FileJeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement associated with the upcoming S University Drive Street reconstruction project between 18<sup>th</sup> Avenue S and 21<sup>st</sup> Avenue S. Staff has coordinated with the NDDOT and is comfortable with the language and is recommending approval.

On a motion by Jim Gilmour, seconded by Bruce Grubb, the Committee voted to recommend approval of the Cost Participation and Maintenance Agreement.

### RECOMMENDED MOTION

Page 232

Concur with the recommendations of PWPEC and approve the CPM Agreement with the NDDOT for the street reconstruction project on S University Drive between 18th Avenue S and 21st Avenue S.

# PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	Federal, Sales Tax Funds, Special Assessments, Water Utility
	and Sewer Utility Funds.

	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

CO	MM	ITT	EE

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

V V V V V V Γ V ſ V V V 7 Г V V ſ V Tom Knakmuhs V V ſ

Yes

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No

Γ

Unanimous

V

Tóm Knákmuhs, P.E. Division Engineer

Present

V

ATTEST:

C: Kristi Olson



# ENGINEERING DEPARTMENT



Memo

September 14, 2017

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

To:

From:

Jeremy Gorden, P.E., PTOE  $\int \ell^{m} \langle \chi \rangle$ 

**PWPEC** 

Subject:

Approval of Cost, Participation and Maintenance (CPM) Agreement with NDDOT forS University Drive Street Reconstruction Project – 18th Avenue S to 21st Avenue SCity Improvement District No. PR-17-B1NDDOT Project Nos.IM-8-094(090)351PCN 21169NHU-8-0081(039)924PCN 21400

I have attached a CPM Agreement from the Local Government Division of the NDDOT for this project on South University Drive. This project contains the following features:

Full street reconstruction 18<sup>th</sup> Avenue S to north side of I-94 Bridge, and intersection reconfiguration on east side of 21<sup>st</sup> Avenue S.

- New underpass for pedestrians and bicyclists under the I-94 westbound on-ramp.
- An added right turn lane at the north ramp for the eastbound to northbound movement.
- Replacement of City sanitary sewer mainline.
- New storm sewer lift station for the new underpass.
- Replacement of traffic signals.
- Replacement of signing and striping.
- Spot repairs to sidewalk.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System (Federal), NDDOT State Funds, Water Utility Funds, Sewer Utility Funds, Sales Tax Funds and Special Assessment Funds (Local). The project's cost breakout is as follows:

Estimated Project Cost - IM-8-094(090)351	3	\$3,204,352
Federal Share	2	\$2,883,917
NDDOT Share	4	\$ 320,435
Estimated Project Cost - NHU-8-0081(039)924 Federal Share Local Share		\$3,433,065 \$2,462,550 \$ 970,515

This project is set to be bid in Bismarck on November 17 and the project is scheduled to have a substantial completion date of September 30, 2018.

### **Recommended Motion**

I recommend approval of the CPM Agreement.

Attachments

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations



# North Dakota Department of Transportation COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information to be provided by	NDDOT
CFDA No: 20.205	CFDA Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Johnson, Michael E.	Telephone: 701-328-2118
Notice to Subrecipients: Federal awards may have specif specific requirements for your award, please contact you	fic compliance requirements. If you are not aware of the Ir NDDOT Program Manager.

# Project No. IM-8-094(090)351, NHU-8-0081(039)924

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: FARGO UNIVERSITY DR & I94 RAMPS, FGO UNIVERSITY DR(18TH AVE-I94 RAMPS Type of Improvement: Grading, Surfacing, Storm Drain, Lighting, Pavement Marking, City Utilities, Shared Use Path, Sidewalk, Reinforced Concrete Box Culvert Point of Beginning: RP 924.655 (STA 1301+80.00) Point of Ending: RP 925.020 (STA 1321+05.00)

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed 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 the city of Fargo, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project IM-8-094(090)351, NHU-8-0081(039)924, and incorporated into this agreement by reference.

- 1. The City
  - a. Will pay 19.07 percent of the cost of rights of way and easements acquired for the NHU-8-081(039)924 project and 0 percent of the cost of rights of way and easements acquired for the IM-8-094(090)351 project; and
  - b. Will pay 19.07 percent of the total cost of all items which are determined eligible for federal aid participation for project NHU-8-081(039)924 and 0 percent of the total cost for project IM-8-094(090)351. This total cost will include the actual construction cost plus 10 percent for the construction engineering; and
  - c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items not eligible for federal aid participation.



- 2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
- 3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the IM-8-094(090)351 project is \$3,204,352, with the City's estimated share being \$0. The preliminary cost estimate of the NHU-8-081(039)924 project is \$3,433,065, with the City's estimated share being \$970,515.
- 4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
- 5. All existing right of way within the project limits will be provided by the City with clear title and available for use in the project. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the City at the request of NDDOT. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
- 6. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
- 7. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
- 8. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
- 9. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
- 10. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
- 11. 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



North Dakota

Department of Transportati

requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- 12. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility 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.
- 13. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The City is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.
- 14. NDDOT will maintain all Interstate pavement, Interstate ramps, ramp markings except pedestrian crossings, directional signs related to Interstate 94, lane assignment signs over ramps, signal systems at the interchange ramps, all cantilever and overhead sign structures, high mast lights, University Drive underpass lights and lift station for University Drive roadway. NDDOT will also perform all snow and ice control on the Interstate roadway and ramps.
- 15. The City will, at its own expense, maintain or cause to be maintained, all portions of the project (which includes pavement, curb and gutter, drainage inlets, pavement markings, pedestrian crossings and markings, pedestrian flashing beacon systems, signs, sidewalks, shared use paths, street lighting, shared use path box culvert and its drainage, shared use path box culvert lift station, lighting of shared use path box culvert, raised medians, signals at 18<sup>th</sup> Avenue and snow and ice control of University Drive, sidewalks and shared use path system) unless otherwise noted in paragraph 14. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

APPROVED:	City of Fargo
Erik Johnson City Attorney (Type or print)	Timothy J. Mahoney
SIGNATURE	signature * Mayor
DATE	TITLE
	DATE
ATTEST:	
CITY AUDITOR (TYPE OR PRINT)	
SIGNATURE	
DATE	

3 of 8

Page 237

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

\*Mayor or President City Commission

CLA 17058 (Div. 38) L.D. Approved 11-07; 02-16



# AUTHORIZATION

mound by	e approved, and that the <u>Mayor</u>
Adopted on a vote of aye, nay,	absent.
ATTEST:	APPROVED:
Steve Sprague	City of Fargo
SIGNATURE	Timothy J. Mahoney
DATE	SIGNATURE
	TITLE
	DATE
CER	TIFICATION
amounts that the City is obligated to pay under	will issue improvement warrants to finance the r terms of the attached agreement with the North Dakota rity to do so has been obtained in accordance with the Code.
Executed at	, North Dakota, the last date below signed.
ATTEST:	APPROVED:
Steve Sprague	City of Fargo
SIGNATURE	Timothy J. Mahoney
DATE	SIGNATURE
	* Mayor
	DATE
*Mayor or President City Commission	



Project IM-8-094(090)351, NHU-8-0081(039)924

# CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of <u>Fargo</u> will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by City.** Please designate the source(s) of funds in the city budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

 Source:
 Sales Tax Funds, Special Assessments, Water Utility and Sewer

 Utility Funds.

 Executed at \_\_Fargo\_\_\_\_\_\_, North Dakota, the last date below signed.

 ATTEST:
 APPROVED:

 Steve Spraque
 City of \_\_Fargo

 CITY AUDITOR (TYPE OR PRINT)
 Timothy J. Mahoney

 SIGNATURE
 NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT) SIGNATURE \* Mayor TITLE

DATE

\*Mayor or President of City Commission

CLA 17058 (Div. 38) L.D. Approved 11-07; 02-16

DATE



## 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. <u>Compliance with Regulations</u>: 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. <u>Non-discrimination</u>: 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. <u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>: 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. <u>Information and Reports</u>: 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.
- <u>Sanctions for Noncompliance</u>: In the event of a contractor's noncompliance with the Nondiscrimination 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. <u>Incorporation of Provisions</u>: 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, subrecipients 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.P.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:

- Commercial general liability and automobile liability insurance minimum limits of liability required of the Governmental 1) 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.
- Workers compensation insurance meeting all statutory limits. 2)
- The policies and endorsements may not be canceled or modified without thirty (30) days prior written notice to the 3) 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:

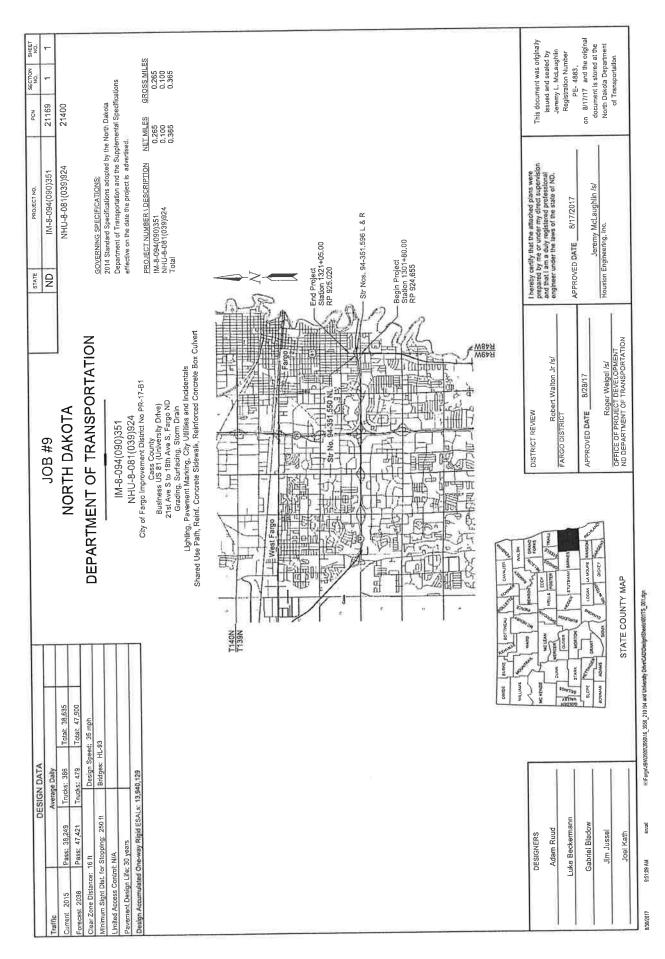
Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or 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 selfinsurance 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, selfinsurance 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 docurnents, 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





Page 243

APPENDIX A	Funding Split for the University Dr and I-94 Ramps Project	Project: IM-8-094(090)351, PCN 21169
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Preliminary Engineering         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ 367,052         \$ \$ 367,052         \$ \$ 367,050         \$ \$ 36,700         \$ \$ 36,700         \$ \$ 36,700         \$ \$ 36,700         \$ \$ 4,000         \$ \$ 40,000         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 36,701         \$ \$ 40,000         \$ \$ 4,000         \$ \$ 4,000         \$ \$ 36,701         \$ \$ 36,701         \$ \$ \$ 36,701         \$ \$ \$ 36,701         \$ \$ \$ 36,701         \$ \$ \$ 2,416,712         \$ \$ \$ 2,416,712         \$ \$ \$ \$ \$ 36,020         \$ \$ \$ 2,416,712         \$ \$ \$ \$ \$ \$ \$ 2,416,712         \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ 36,020         \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Description of Cost	ш ш	Engineering Estimate	Engineering Cost (10%)		Total Estimate	<u>ц</u>	Federal Funds	State Funds	Local Funds		Total
\$ 40,000       \$ 40,000       \$ 40,000       \$ 40,000       \$ 40,000       \$ 40,000       \$ 5       \$ 5,000	Preliminary Engineering	Ŷ	367,052	ţ	ŝ	367,052	ŝ	330,347		Ş	ŝ	367,052
\$ 2,197,011       \$ 219,701       \$ 2,416,712       \$ 2,175,041       \$ 241,671       \$         Nert       \$ 345,990       \$ 34,599       \$ 34,599       \$ 380,588       \$ 342,530       \$ 38,059       \$ \$         \$ \$ 2,950,052       \$ 254,300       \$ 3,204,352       \$ 2,883,917       \$ 320,435       \$ \$       \$ 2,883,917       \$ \$       \$ 320,435       \$ \$	Right of way and Easement	\$	40,000	٠ ډ	Ŷ	40,000	Ŷ	36,000		Ş	Ŷ	40,000
\$\$\$\$ 345,990       \$\$\$ 34,599       \$\$\$ 380,588       \$\$\$\$ 342,530       \$\$\$ 38,059       \$\$         \$	Construction Cost	ŝ	2,197,011		Ŷ	2,416,712	Ŷ	2,175,041		ېد ک	ŝ	\$ 2,416,712
\$ 2,950,052 \$ 254,300 \$ 3,204,352 \$ 2,883,917 \$ 320,435 \$	Pedestrian Box Culvert	\$	345,990		ŝ	380,588	47	342,530		Ş	ŝ	380,588
	Totals	ŝ	2,950,052		ŝ	3,204,352	\$	2,883,917		ŝ	ŝ	3,204,352

Local Government Division: September 1, 2017 These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.

APPENDIX A	Funding Split for the University Dr from 18th Ave S to 21st Ave S	Project: NHU-8-081(039)924, PCN 21400
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Description of Cost	<u></u>	Engineering Engineering Cost Estimate (10%)	Engine (	eering Cost 10%)	Tota	Total Estimate	Fe	Federal Funds	State Funds	Ĕ	Local Funds		Total
Preliminary Engineering	ŝ	366,897 \$	ŝ	,	ŝ	366,897	Ŷ	( <b>(1</b> )	ې ک	÷	366,897 \$	ŝ	366,897
Right of way and Easement	ŝ	45,000 \$	\$	\$	\$	45,000	Ŷ	36,419	Ş	Ŷ	8,582 \$	Ŷ	45,000
Construction Cost	ŝ	2,725,287 \$	ŝ	272,529	\$	272,529 \$ 2,997,815	\$	2,426,132	Ş	Ŷ	571,683 \$	ŝ	2,997,815
City Utilities	ŵ	21,230 \$	ŵ	2,123 \$	ş	23,353	4		Ŷ	ŝ	23,353 \$	ŝ	23,353
Totals	s,	3,158,413 \$	ŝ	274,652	Ş	274,652 \$ 3,433,065	Ŷ	2,462,550 \$	\$	\$	970,515	Ŷ	970,515 \$ 3,433,065

Local Government Division: September 1, 2017 These costs are an estimate at the time of final plan completion, they may vary between now and final voucher...

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Page 246

**Project File** 

**REPORT OF ACTION** 

# PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement I	District No.	QN-17-A1 TAU-8-984(154)157 PCN 21690	Туре:	Amended Co Agreement	st Participation & Maintenance
Location:	Oak Grove/Me over the Red I	emorial Parks Area River	Date o	f Hearing:	9/18/2017
<u>Routing</u> City Commiss PWPEC File	ion	<u>Date</u> 9/25/2017 X			

Ron Solberg

At the August 7 PWPEC meeting, the Committee reviewed communication from Transportation Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement associated with the upcoming pedestrian bridge replacement project on the Oak Grove/Memorial Parks Bridge over the Red River. The Committee voted in favor of approving the CPM Agreement and so did the City Commission at their meeting on August 14.

Last week, the NDDOT realized that they needed to amend the original CPM Agreement because with the new Engineer's Estimate being roughly \$1.5M which results in less than 50% of the project being funded with federal aid, requires the local agency to make contractor payments and then solicit reimbursement from NDDOT for the Federal Aid Committee to the project.

On a motion by Mark Bittner, seconded by Tim Mahoney, the Committee voted to recommend approval of amending the Cost Participation and Maintenance Agreement with NDDOT.

### RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the amendment to the CPM Agreement with the NDDOT for improvements to the Oak Grove/Memorial Parks Pedestrian Lift Bridge.

## PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Federal, Sales Tax Funds, Special Assessments, Fargo Park District & City of Moorhead

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

### COMMITTEE

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

Present	Yes	No	Unanimous
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V	V	Г	
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V	V	Г	
V	V	Г	Tom Knakmuhs
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Yes

N/A N/A N/A

No

Tom Knakmuhs, P.E. **Division Engineer** 

ATTEST:

NDDOT Contract No. 38170624A

# North Dakota Department of Transportation AMENDMENT TO CONTRACT NO. 38170624 Project No. TAU-8-984(154)157

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and city of Fargo, hereinafter known as the Local Public Agency (LPA), whose address is 200 N 3rd Street, Fargo ND, 58102.

WHEREAS, the parties entered into a contract on 09/01/17; and the contract indicated in Part IV, Section 1, that the NDDOT will make all contract payments, and this section must be amended to provide that the LPA will make all contract payments rather than the NDDOT.

NOW THEREFORE, the LPA and NDDOT agree that Part IV Section 1 shall be removed and replaced with "The LPA will make all contract payments. NDDOT will reimburse the LPA for the amount paid by FHWA. Payment will be made upon receipt of the engineer estimate"



CLA 52494 (Div. 06)

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:	LPA of :
Steve Sprague NAME (TYPE OR PRINT)	Fargo LPA of * Timothy J. Mahoney NAME (TYPE OR PRINT)
* Mayor or President City Commission	signature * Mayor Title
	DATE
WITNESS:	NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
NAME (TYPE OR PRINT)	DIRECTOR (TYPE OR PRINT)
SIGNATURE	SIGNATURE
	APPROVED as to substance by:
	DIVISION DIRECTOR (TYPE OR PRINT)
	SIGNATURE
	DATE
CLA 52494 (Div. 06) L.D. Approved 5-19-00; 5-03	



CLA 52494 (Div. 06)

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# PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement Di	strict No.	PR-17-H1	Type:	Change Order #	ŧ1
Location:	21 Ave S to 32	Ave S btwn Univ Dr & 25 St	Date of	Hearing:	9/18/2017
Routing City Commissio PWPEC File Project File	n	Date 9/25/2017 X Jason Hoogland			

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Change Order #1 in the amount of \$21,637.96 bringing the total contract amount to \$3,014,404.81.

Staff is recommending approval of Change Order #1.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1.

**RECOMMENDED MOTION** 

Approve Change Order #1 in the amount of \$21,637.96 to Border States Paving.

PROJECT FINANCING INFORMATION:

 Recommended source of funding for project:
 Special Assessments

 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

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

Present	Yes	No	Unanimous	
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No

Tom Knakmuhs, P.E. Division Engineer

ATTEST:

C: Kristi Olson



# Memorandum

To: Members of PWPEC

From: Jason M. Hoogland, Project Engineer

Date: September 11, 2017

- **C:** Thomas Knakmuhs Division Engineer
- **Re:** Change Order #1 for Improvement District #PR-17-H1 Asphalt Mill & Overlay & Incidentals

# **Background:**

Improvement District #PR-17-H1 Section 2 is a project to mill & overlay streets and avenues from 21<sup>st</sup> Avenue South to 32<sup>nd</sup> Avenue South between University Drive to 25<sup>th</sup> Street South.

Border States Paving is the prime contractor on this project.

The attached Change Order #1 in the amount of \$21,637.96 (0.72% of original contract), which increases the total contract amount to \$3,014,404.81, is for additional costs to patch and level streets as shown on Change Order #1.

# **Recommended Motion:**

Approve Change Order #1, for Improvement District #PR-17-H1, in the amount of \$21,637.96.

JMH\jmg

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Improvement District No	District No	o PR-17-H1	7-H1		Char	Change Order No	t.	the first is shown an advance of the second and the second second	an one of the local data in the second s		and and the second seco
Project Name		Asphe	Asphalt Mill & Overlay & Incidentals	entals							
Date Entered		8/3/2017	917		For		Border States Paving Inc	Paving Inc			1
This change is made under the terms of or is changes, or alterations hereinafter described.	made unde	ler the terms c	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.	o your p	vresent contract , i	fand when ap	pproved, you are	ordered to perfor	m the work in ac	cordance with the	e additions,
EXPLANATIO	N OF CHA	NGE: Patch	EXPLANATION OF CHANGE: Patch and level streets								
Patch and level s	streets on 15	5th st, 16th st, 2	Patch and level streets on 15th st, 16th st, 22rd ave s and 24th ave s	S							
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 (\$)
Section 2	66	Extra - Paving	Đ,	rs	0.00	0.00	0.00	213.66	213.66	26.00	5,555.16
	67	F&! Aggrega FAA 43	F&I Aggregate for Asph Pavement FAA 43	TON	0.00	00.00	0.00	402.07	402.07	40.00	16,082.80
			And the second se			a un revenue	A LOT W LOT THE COLOR OF A LOT A LOT A		Section	Section 2 Sub Total (\$)	21,637.96
Summary				-							
Source Of Funding	nding							and a survey as a local data of the set of t			
Net Amount Change Order # 1 (\$)	change Or	rder # 1 (\$)				and the second se					21,637.96
Previous Change Orders (\$)	nge Order	rs (\$)						ana di kangi yang mangan bara kangi kang dan mangan kangan kangan kangan kangan kangan kangan kangan kangan ka	n al porto (		0.00
Original Contract Amount (\$)	ract Amou	unt (\$)									2,992,766.85
Total Contract Amount (\$)	t Amount	: (\$)								day of state surface assure 10 Space of Annual State of Annual Sta	3,014,404.81
I hereby accer	of this orde.	⊮r both as to w	I hereby accept this order both as to work to be performed and prices on	ind prio		which payment shall be based	ised.			<ul> <li>A state of state</li></ul>	
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	Curren	Current Completion Date	n Date		A	Additional Days	ıys	A	New (	New Completion Date	te
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Description											
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# Page 251

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CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	Department Head	e mayor	Attest		
CITY ENGINEERI CHANGE	1 Kines	PEOPER TARENDER	7		
Farrow	For Contractor	Title			

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Page 252

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REPORT	OF	ACTION	U	
		ACTION	V	6

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement Di	strict No.	TN-16-C1	Type:	Negative Final	Balancing Change Order #1
Location:		45 St & 36 Ave S, S, 42 St & 44 Ave S	Date of	Hearing:	9/18/2017
Routing City Commissio PWPEC File Project File	n	<u>Date</u> 9/25/2017 X Jim Mohr			

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Negative Final Balancing Change Order #1 in the amount of \$15,747.74 bringing the total contract amount to \$882,676.31.

Staff is recommending approval of Negative Final Balancing Change Order #1.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #1.

#### RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of \$15,747.74 to Fargo Electric.

PROJECT FINANCING INFORMATION: Recommended source of funding for project:	Special Assessments	Yes	No
Developer meets City policy for payment of delin	nguent specials	N/.	A
Agreement for payment of specials required of c		N/.	A
Letter of Credit required (per policy approved 5-		N/	Α

COMMITTEE	Present	Yes	No	Unanimous
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Tim Mahoney, Mayor	P		$\Box$	
Jim Gilmour, Director of Planning			ΓI	
Steve Dirksen, Fire Chief		ার্য	ΓÌ	
Mark Bittner, Director of Engineering	1	<u>ا ۲ آ</u>	Γ	
Bruce Grubb, City Administrator	17	17		
Ben Dow, Director of Operations	P	[7]	ΓI	
Steve Sprague, City Auditor		<b>T</b>		
City Engineer	12	17		Tom Knakmuhs
Kent Costin, Finance Director	17	17	Г	

ATTEST:

Tom Knakmuhs, P.E Division Engineer

C: Kristi Olson

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Project Name         Traffic Signal Improvements & Incidentals           Date Entered         8/29/2017	Improvement District No	TN-16-C1	Change Order No	-		
8/29/2017 For		Traffic Signal Improvements & Incident		1		
	Date Entered	8/29/2017	For	Fargo Electric Const 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

ciles the estimated munitities used in the contract with the final quantities as measured in the field. This char

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 (\$)
Site 1 Traffic	£	F&I Ped Push Button Post	ЕA	2.00	0.00	2.00	1.00	3.00	1,000.00	1,000.00
Signals	7	F&I Foundation Type IV/Combo	БA	4.00	00.0	4.00	1.00	5.00	7,000.00	7,000.00
	17	F&I Signal Cable AWG 14/2	Ľ	1,696.00	0.00	1,696.00	142.80	1,838.80	0.80	114.24
	21	F&I Signal Cable AWG 14/20	5	1,225.00	00.00	1,225.00	184.00	1,409.00	4.00	736.00
	22	F&I Signal Cable 3M Opticom	Ļ	332.00	0.00	332.00	114.00	446.00	1.00	114.00
	23	F&I Signal Cable Loop Lead-in	щ	4,814.00	00.0	0, 4,814.00	211.50	5,025.50	) <sub>i</sub> 2.00	423.00
	167	* Traffic signal modifications due to power line clearances	LS	0.00	0.00	0 0	1.00	1.00	9,059.14	9,059.14
	170	* remove base underneath transmission lines	SJ	00.00	0.0	0.00	1.00	1.00	2,350.00	2,350.00
							Situ	e 1 Traffic Sign	Site 1 Traffic Signals Sub Total (\$)	20,796.38
Site 1 Sidewalks	37	Remove Curb & Gutter	Ц	105.00	0.00	0 105.00	0.60	105.60	0. 16.00	9.60
	38	Remove Sidewalk 4" Thick Conc	SY	144.00	00'0	0 144.00	36.45	180.45	5 42.00	1,530.90
	39	F&I Sidewalk 6" Thick Reinf Conc	SΥ	36.00	00.0	36.00	6.40	42.40	0: 80.00	512.00
	40	F&I Sidewalk 4" Thick Reinf Conc	SΥ	176.00	00.0	01 176.00	32.80	208.80	0 74.00	2,427.20
	41	F&I Det Warn Panels Cast Iron	SF	80.00	00.0	0:08 :00:00	-4.00	76.00	0 57.00	-228.00
	42	F&I Curb & Gutter Standard (Type	Ŀ	105.00	0.00	0 105.00	0.60	105.60	0: 54.00	32,40
	43	F&I Impressioned 4" Thick Reinf Conc	SY	175.00	0.00	0 175.00	-175.00	0.00	0 110.00	-19,250.00
								Site 1 Sidewa	Site 1 Sidewalks Sub Total (\$)	-14,965.90

Page 254

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Site 1 Pavement Markings	A6									
Markings	5	Obliterate Pavement Markings	SF	112.00	0.00	112.00	1.30.00	Z40.UU	0.00	010.00
	47	Paint Epoxy Line 4" Wide	5	400.00	00.00	400.00	100.001	500.00	2.00	200.00
	49	F&I Methacrylate 6" Wide	ц	624.00	0.00	624.00	-26.00	598.00	24.00	-624.00
	50	F&I Methacrylate 16" Wide	5	174.00	0.00	174.00	-6.00	168.00	42.00	-252.00
	51	Paint Epoxy Message	цS	32.00	0.00	32.00	54.00	86.00	11.00	594.00
				10			Site 1 Paven	Site 1 Pavement Markings Sub Total (\$)	ub Total (\$)	734.00
Site 1 Street	52	Remove Street Light	EA	2.00	0.00	2.00	-1.00	1.00	150.00	-150.00
Lighting	53	F&I Light Standard Type A	EA	7.00	0.00	7.00	-4.00	3.00	1.00	-4.00
<u>L</u>	54	Remove Base	EA	2.00	0.00	2.00	-1.00	1.00	200.00	-200.00
	55	F&I Innerduct 2" Dia	Ľ,	422.00	0.00	422.00	-422.00	0.00	6.00	-2,532.00
	56	F&I Conductor #4 USE Cu	 Ц	844.00	0.00	844.00	-844.00	00.00	1.50	-1,266.00
	57	F&I Conductor #6 USE Cu	Ŀ	422.00	0.00	422.00	-422.00	00.0	1.00	-422.00
		-					Site 1 S	Street Lighting Sub Total (\$)	ub Total (\$)	-4,574,00
Site 2 Traffic	82	F&I Conduit 2" Dia	5	230.00	0.00	230.00	-70.00	160.00	6.00	-420.00
Signals	165	* loops cut during sidewalk	EA	0.00	0.00	0.00	1.00	1.00	2,700.00	2,700.00
		removais		land .			Site 2	Site 2 Traffic Signals Sub Total (\$)	ub Total (\$)	2,280.00
Site 2 Sidewalk	88	F&I Impressioned 4" Thick Reinf Conc	SY	10.00	0.00	10.00	-10.00	00.00	110.00	-1,100.00
	89	F&I Curb & Gutter Standard (Type	ц	16.00	0.00	16.00	2.60	18.60	63.00	163.80
	06	F&I Det Warn Panels Cast Iron	SF	40.00	0.00	40.00	52.00	92.00	57.00	2,964.00
	91	F&I Sidewalk 4" Thick Reinf Conc	SY	25.00	00.00	25.00	0.84	25.84	74.00	62.16
	92	F&I Sidewalk 6" Thick Reinf Conc	SY	25.001	00.00	25.00	30.60	55.60	80.00	2,448.00
	69	Remove Sidewalk 4" Thick Conc	SY	30.00	0.00	30.00	19.00	49.00	42.00	798.00
-	94	Remove Curb & Gutter	5	40.00	00.0	40.00	12.00	52.00	16.00	192.00
-	169	<ul> <li>* install 4" sidewalk around signal bases for bush button access</li> </ul>	S	0.00	0.00	0.00	1.00	1.00	1,973.69	1,973.69
•								Site 2 Sidewalk Sub Total (\$)	ub Total (\$)	7,501.65
Site 2 Pavement	98	F&I Methacrylate 16" Wide	Ŀ	20.00	00.0	20.00	16.00	36.00	37.00	592.00
Markings	66	Paint Epoxy Line 8" Wide	Ę	185.00	0.00	185.00	-185.00	0.00	3.00	-555.00

Page 255

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Page 2 of 5

Site 2 Bauamont	166	* obliterate cton har	ц	000	000	00.0	1.00	1.00	315.00	315.00
Markings	2		5	}				1		
)				\$1) {			Site 2 Pavem	Site 2 Pavement Markings Sub Total (\$)	ub Total (\$)	352.00
Site 2 Street	101	F&I Luminaire Type A	EA	4.00	0.00	4.00	-2.00	2.00	1,050.00	-2,100.00
Lighting	102	F&I Conductor #6 USE Cu	5	206.00	0.00	206.00	-206.00	0.00	1.00	-206.00
al - 14	103	F&I Conductor #4 USE Cu	ц	412.00	0.00	412.00	-412.00	0.00	2.00	-824.00
	104	F&I Innerduct 2" Dia	ц	206.00	0.00	206.00	-206.00	0.00	5.00:	-1,030.00
	105	Remove Base	EA	3.00	0.00	3.00	-2.00	1.00	200.00	-400.00
	106	F&I Light Standard Type A	EA	1.00	0.00	1.00	-1.00	0.00	1.00	-1.00
	168	* Connect new lighting extension to exiting street light	LS L	0.00	0.00	0.00	1.00	1.00	1,260.74	1,260.74
			-				Site 2 S	Site 2 Street Lighting Sub Total (\$)	sub Total (\$)	-3,300.26
Site 3 Sidewalks	108	Remove Curb & Gutter	н Ц	34.00	00.0	34.00	43.70	77.70	17.00	742.90
	109	Remove Sidewalk 4" Thick Conc	SΥ	32.00	0.00	32.00	66.66	98.66	42.00	2,799.72
	110	F&I Sidewalk 6" Thick Reinf Conc	SY	30.00	0.00	30.00	17.00	47.00	80.00	1,360.00
	111	F&I Sidewalk 4" Thick Reinf Conc	SY	39.00	0.00	39.00	24.50	63.50	74.00	1,813.00
	112	F&I Det Warn Panels Cast Iron	SF	88.00	0.00	88.00	4.00	92.00	57.00	228.00
	113	F&I Curb & Gutter Standard (Type	ц.	40.00	0.00	40.00	37.70	77.70	63.00	2,375.10
	114	F&I Impressioned 4" Thick Reinf Conc	SY	226.00	0.00	226.00	-226.00.	0.00	110.00	-24,860.00
						20	Sit	Site 3 Sidewalks Sub Total (\$)	Sub Total (\$)	-15,541.28
Site 3 Traffic Signals	125	F&I Head 4 Sect w/12" LED MA Mtd	EA	12.00	0.00	12.00	-8.00	4.00	1,000.00	-8,000.00
	130	F&I Signal Cable AWG 14/2	5	1,615.00	0.00	1,615.00	413.00	2,028.00	0.80	330.40
	134	F&I Signal Cable AWG 14/20	Ę	868.00	00.00	868.00	78.00	946.00	4.00	312.00
- 10.00	135	F&I Signal Cable 3M Opticom	Ц	1,574.00	0.00	1,574.00	-605.00	969.00	1.00	-605.00
	136	F&I Signal Cable Loop Lead-in	Ч	3,324.00	00.00	3,324.00	-348.00	2,976.00	2.00	-696.00
	137	F&I Signal Cable #6 RHW	5	46.00	00.00	46.00	-40.00	6.00	2.00	-80.00
	138	F&I Signal Cable #6 THW	5	23.00	00.0	23.00	-20.00	3.00	2.00	-40.00
	139	E&I Conduit 1" Dia	Ц	36.00	0.00	36.00	76.00	112.00	5.00	380.00

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Improvement District No : TN-16-C1

Page 256

Page 3 of 5

Signals141F&I Conduit 4" Dia142F&I Fiber Optic Cable144F&I Detection In-Ground Loop145F&I Sign Assembly & Anchor150F&I Sign Assembly & Anchor151F&I Sign Assembly151F&I Sign Assembly153Paint Epoxy Line 4" Wide153Paint Epoxy Line 8" Wide155F&I Methacrylate 16" Wide156Paint Epoxy Line 24" Wide157F&I Methacrylate 24" Wide158Paint Epoxy Message157F&I Methacrylate 24" Wide158F&I Light Standard Type A169F&I Light Standard Type A164* relocate street Light	下 5 8 8 5 5 5 6	323.00 1,100.00 22.00 4.00 1.00 880.00 220.00 97.00	0.00 0.00 0.00 0.00	323.00	56.00	379.00	20.00	1 120 00
142 144 150 151 155 155 155 156 158 158		1,100.00 22.00 4.00 1.00 880.00 220.00 97.00	0.00					1, 140.00
144 150 151 153 155 155 156 157 159	8 88 77%	22.00 4.00 1.00 880.00 97.00	0.00	1,100.00	500.00	1,600.00	6.00	3,000.00
150 151 152 153 155 156 157 158 158	88 777%	4.00 1.00 880.00 220.00 97.00	0.00	22.00	4.00	26.00	1,350.00	5,400.00
150 151 152 155 155 156 157 159	88 F77%	4.00 1.00 880.00 220.00 97.00	0.00		Site 3 1	Site 3 Traffic Signals Sub Total (\$)	ıb Total (\$)	-8,508,60
151 152 153 155 156 157 158 159	8 7 7 8	1.00 880.00 220.00 97.00		4.00	-2.00	2.00	100.00	-200.00
152 153 155 156 157 158 159	ጉ ጉ ጉ ዖ	880.00 220.00 97.00	0.00	1.00	2.00	3.00	42.00	84,00
152 153 155 156 157 158 159	<u>ጉ ጉ ዮ</u>	880.00 220.00 97.00		ē.		Site 3 Signing Sub Total (\$)	ıb Total (\$)	-116.00
153 155 156 157 158 159	규 교 있	220.00 97.00	0.001	880.00	-36.00	844.00	2.00	-72.00
155 156 158 159 164	SF LF	97.00	0.00	220.00	-75.00	145.00	4.00	-300.00
156 157 158 159	SF		0.00	97.00	-3.00	94,00	48.00	-144.00
157 158 159		88.00	0.00	88.00	-2.00	86.00	11.00	-22.00
158 159	5	96.00	00.00	96.00	-6.00	90.00	50.00	-300.00
158 159 164	50	5			Site 3 Paven	Site 3 Pavement Markings Sub Total (\$)	ub Total (\$)	-838.00
159 164	EA	2.00	0.00	2.00	-1.00	1.00	150.00	-150.00
T	EA	2.00	0.00	2.00	-2.00	0.00	1.00	-2.00
	rs	0.00	0.00	00.0	1.00	1.00	584.27	584.27
		•			Site 3 5	Site 3 Street Lighting Sub Total (\$)	ub Total (\$)	432.27
* NC Items						Gra	Grand Total (\$)	-15,747.74
Summary								
Source Of Funding								
Net Amount Change Order # 1 (\$)								-15,747.74
Previous Change Orders (\$)								0.00
Original Contract Amount (\$)	• • • •				n			898,424.05
Total Contract Amount (\$)								882,676.31

Report Generated : 08/29/2017 03:09:38 PM

Page 257

Page 258

Report Generated : 08/29/2017 03:09:38 PM

Page 5 of 5

Improvement District No : TN-16-C1

Page 259	REPO	DRT OF ACTION (31)	
· · · · · · · · · · · · · · · · · · ·	PUBLIC WORKS PROJ	ECTS EVALUATION COMMITTEE	
Improvement District No.	PR-17-H1	Type: Time Extension	

9/18/2017 Location: 21 Ave S to 32 Ave S btwn University Dr & 25 St Date of Hearing:

Routing	Date
City Commission	9/25/2017
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding a time extension requested by Border States Paving.

The Contractor has requested a time extension of 4 weeks due to an increase in planned quantities. After evaluation of the increase in quantities and the typical amount of work, the Contractor can reasonably accomplish in a day, staff is recommending a 2-week time extension.

Staff is recommending approval of the time extension as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 30 <sup>th</sup> , 2017 Final – October 30th, 2017	-	Substantial – October 16th, 2017 Final – November 16th, 2017

On a motion by Tim Mahoney, seconded by Kent Costin, 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: 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
				<u></u>
Tim Mahoney, Mayor	<u> </u> रा	<u>ا ۲</u>	Г	
Jim Gilmour, Director of Planning	1	<b>N</b>		
Steve Dirksen, Fire Chief	হ	<b>I</b>		
Mark Bittner, Director of Engineering	1	বি	Г	
Bruce Grubb, City Administrator	17	<b>I</b>	1-1	
Ben Dow, Director of Operations		17		
Steve Sprague, City Auditor		1		
City Engineer		<u>।</u>	ΓI	Tom Knakmuhs
Kent Costin, Finance Director	1	17		
ATTEST:	Tom Kna	<u>A</u>	N DE	2
	Division			
		Luguico		

Kristi Olson C:

### ITEM D



# Memorandum

To: PWPEC

From: Jason M. Hoogland, Project Engineer

Date: September 11, 2017

Re: Improvement District No. PR-17-H1 -- Time Extension #1

Background:

Improvement District No. PR-17-H1 – Asphalt Mill & Overlay & Incidentals – 21<sup>st</sup> Avenue South to 32<sup>nd</sup> Avenue South between University Drive South and 25<sup>th</sup> Street South.

Border States Paving is the Contractor for this project. They are requesting a time extension of 4 weeks due to an increase in planned quantities. After evaluating the increase in quantities and the typical amount of work the contractor can reasonably accomplish in a day, I am recommending a 2-week time extension.

#### **Recommended Motion:**

Approve Time Extension #1 to new substantial completion date as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 30 <sup>th</sup> , 2017 Final – October 30th, 2017	-	Substantial – October 16th, 2017 Final – November 16th, 2017

JMH\jmg Attachment C: Thomas Knakmuhs

#### Jason Hoogland

From:	Jeff Woods <jwoods@borderstatespaving.com></jwoods@borderstatespaving.com>
Sent:	Wednesday, September 06, 2017 11:04 AM
То:	Kristy Schmidt; Jason Hoogland
Cc:	Lee Krause
Subject:	PR-17-H1 Request for Time Extension

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

#### Kristy / Jason

Border States Paving, Inc. is requesting a time extension for the aforementioned project due to the added remove and replace curb and gutter and added sidewalk quantities to the project. As of pay estimate #6 the quantities for remove and replace curb are 2,419.5 feet greater than plan quantity (122.6%) and for 4" sidewalk 96.82 SY above plan quantity (135.8%).

The anticipated extra quantities for these respective items will continue to increase as Adelman has nearly another month of extra added on work to complete.

We request that the substantial completion date be extended to October 30, 2017 and the final moved to November 30, 2017.

There are other items which I did not mention that are much greater than plan quantity (mud/sand jacking and black dirt placement) that align with the curb and sidewalk work which also require time to complete.

It is our intention, as from the start of the project, to progress on the project as fast as possible and meet the contract completion date, however with the added work we feel that extra time should be granted.

Respectfully submitted,

Jeffery Woods Border States Paving, Inc.

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Faroo		ENGINE	CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	D TMENT PORT	
Improvement District No	PR-17-H1	D	Change Order No	2	
Project Name	Asphalt Mill & Overtay & Incidentals	tals			
Date Entered	9/12/2017	For	JF	Border States Paving Inc	
This change is made under the changes,or alterations hereina	terms of or is supplemental to fter described.	your present contract	, if and when app	proved, you are ordered to pe	This change is made under the terms of or is supplemental to your present contract , if and when approved, you are ordered to perform the work in accordance with the additions, changes, or alterations hereinafter described.
EXPLANATION OF CHANGE:	: Time extension				
Section Line No	Item Description	Unit Orig Cont Qty	Prev C/O Qty	Prev Cont Qty Curr C/O Qty	Tot Cont Qty U
Summary			an she an sharp, and she she are a		
Source Of Funding					
Net Amount Change Order # 2 (\$)	t 2 (\$)				
Previous Change Orders (\$)				والمحافظ والمحافظ والمحافظ المحافظ والمحافظ والمحافظ والمحافظ والمحافظ والمحافظ والمحافظ والمحافظ والمحافظ	0.00
Original Contract Amount (\$)					2,992,766.85
Total Contract Amount (\$)					2,992,766.85
I hereby accept this order both	I hereby accept this order both as to work to be performed and prices	d prices on which pay	on which payment shall be based	ied.	
CONTRACT TIME	n de la companya de				
Current Co	Current Completion Date		Additional Days	/s	New Completion Date
6/60	09/30/2017	reduce (b)	16.00		10/16/2017
Description		Time extension for additional plan quantities.	ittional plan quantitie	3S.	
APPROVED		21-21-6	APPR	APPROVED DATE	
For Contractor	A.	A A	Depar	Department HEad	glzol17
Trite	TT		Mayor		
A subscription of the statement of the s					

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Page 1 of 2

# Improvement District No : PR-17-H1

Page 263			
			Improvement District No : PR-17-H1
CITY OF FARGO ENGINEERING DEPARTMENT CHANGE ORDER REPORT	Attest	2	Page 2 of 2
- Selection			Bennet Generated - 09/12/2017 01-30:37 PM



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement D	istrict No.	BR-18-B2	Type:	Contract Amen	dment #1
Location:	10th St N, 4th /	Ave-BNSF Underpass	Date of	f Hearing:	9/18/2017
Routing City Commissio PWPEC File Project File	on	<u>Date</u> 9/25/2017 X Roger Kluck			

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to a Contract Amendment submitted by Houston Engineering in the amount of \$62,000.00, bringing the total contract amount to \$87,862.00. The additional costs covered in this request are related to additional services as requested to include analysis of downstream impacts due to increased proposed pump discharge rate, analysis of storm sewer upstream of the pump station, and additional design services. Funding will come from Special Assessments.

Staff is recommending approval.

On a motion by Tim Mahoney, seconded by Kent Costin, the Committee voted to recommend approval of the Contract Amendment #1.

#### RECOMMENDED MOTION

Approve Contract Amendment #1 to Houston Engineering in the amount of \$62,000.00.

PROJECT FINANCING INFORMATION:

PROJECT Financing introduction         Recommended source of funding for project:       Special         Developer meets City policy for payment of delinquent special         Agreement for payment of specials required of developer         Letter of Credit required (per policy approved 5-28-13)	I Assessments			Yes No N/A N/A N/A
COMMITTEE	Present	Yes	No	Unanimous
Tim Mahoney, Mayor Jim Gilmour, Director of Planning Steve Dirksen, Fire Chief Mark Bittner, Director of Engineering Bruce Grubb, Enterprise Director/Interim City Administrator Ben Dow, Director of Operations Steve Sprague, City Auditor City Engineer	[ [ [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] ] [ ] ] [ ]	다   다   다   다   다   다   다		Tom Knakmuhs
City Engineer Kent Costin, Finance Director	 	<b>र।</b> रा		<u> </u>

Tom Knakmuhs, P.E. **Division Engineer** 

ATTEST:

# ITEM A1



# Memorandum

To:	PWPEC Roger Kluck, Civil Engineer II, Storm Water
From:	Roger Kluck, Civil Engineer II, Storm Water
Date:	September 13, 2017
Re:	Improvement District No. BR-18-B2 - Design and Geotechnical Services for a Replacement Storm Sewer Lift Station on 10 <sup>th</sup> Street N between 4 <sup>th</sup> Avenue and 6 <sup>th</sup> Avenue N Request for Change Order to Service Agreement

#### Background:

Improvement District No. BR-18-B2 was initiated to provide the design services to replace the storm sewer lift station on 10<sup>th</sup> Street N between 4<sup>th</sup> Ave and the BNSF underpass. Currently the design for BR-18-B1, 10<sup>th</sup> Street reconstruction from 4<sup>th</sup> Avenue to 12<sup>th</sup> Avenue, is being designed by the NDDOT and is a federal aid project scheduled for construction in 2018.

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

During the design process, it was determined that the following items would be necessary to provide a complete design for relocation of the storm sewer lift station:

- Additional Design Services-Hydrologic & Hydraulic analysis: The NDDOT design basis was to replace the storm sewer collector system and tie it to the existing lift station. City Engineering felt that it was necessary to analyze the effects downstream of the project of moving the lift station and upgrading the pumping systems. The new hydraulic analysis included the sizing of pipe from the underpass collection system designed by the NDDOT to the relocated lift station.
- 2. Additional Design Services-Structural Analysis: The new location for the lift station required the design of an access road along the existing retaining wall for lift station maintenance. It was found that the existing wall was not strong enough to withstand the weight of the maintenance truck so the wall had to be replaced from the new lift station and south to 4<sup>th</sup> Avenue.

Improvement District No. BR-18-B2 PWPEC September 13, 2017

- 3. Additional Design Services-Transportation: The NDDOT design of reconstruction of 10<sup>th</sup> Street started on the north side of 4<sup>th</sup> Avenue and went north to 12<sup>th</sup> Avenue. The replacement of the lift station required a new force main that would connect into the 10<sup>th</sup> Street storm sewer in the southwest quadrant of 4<sup>th</sup> Avenue outside the limits of the NDDOT design. Houston provided additional design to detour traffic to allow storm sewer construction in the 4<sup>th</sup> Avenue intersection. Houston also provided the design to restore the 4<sup>th</sup> Avenue intersection.
- 4. Additional Design Services-Project Management/Coordination/Right of Way: After engaging Houston to do the design, the NDDOT accelerated the due dates for design plans, which effectively put Houston into an overtime situation to meet the new compressed schedule. After the decision was made to relocate the storm sewer lift station, it was found that the chosen location was potentially railroad owned land. Houston provided survey support to aid the City in researching property lines and plats to aid in the City clearing up the right of way issues with the railroad. Houston was required to attend additional coordination meetings to address the hydraulic design issues, the retaining wall issues, and clearing up the right of way issues.

The detailed scope and related costs are identified in the attachment and will increase the engineering contract by \$62,000.00. Funding will come from special assessments.

Recommended Motion

Approve the change order costs to the Houston Engineering, Inc. design contract for \$62,000.00.

REK/jmg Attachments

C: Mark Bittner Jeremy Gorden Jody Bertrand



HoustonEngineering Inc.

Fargo Office

701.237.5101

1401 21st Avenue North | Fargo ND 58102

701.237.5065

#### ENGINEERING SERVICES AGREEMENT

#### AMENDMENT NO. 1

Project: City of Fargo 10th Street Underpass Storm Pump Station Client Project Number: MSA Project No. BR-18-B2 HEI Project Number: 6059-136

Client: City of Fargo Engineering Department 200 North 3rd Street Fargo, ND 58102 Phone: 701-241-1545 Attn: Mark Bittner, PE

Location

of Project: 10th Street North

#### Description

of Work:

This contract amendment is to provide additional services as requested by the City of Fargo to assist with changes to the project scope for the 10th Street Underpass Storm Pump Station.

The project scope was increased to include an analysis of downstream impacts due to increased proposed pump discharge rate, an analysis of storm sewer upstream of the pump station, design of a retaining wall to support Fargo's vac truck on the proposed pump station access path, design of a retaining wall to support the slope at the selected pump station site, traffic control planning, ADA ramp design, and pavement jointing design to accommodate the discharge pipe location, and additional unforeseen project management items including increased coordination with NDDOT (right of way coordination, PS&E attendance, etc..) and submittal dates earlier than those identified in the project scope. These changes result in additional planning and design evaluations as set forth below.

The additional services fee is based on the following breakdown:

- 1. Additional Design Services Hydrologic & Hydraulic Analysis
- 2. Additional Design Services Structural Analysis
- 3. Additional Design Services Transportation
- 4. Additional Design Services Project Management/Coordination/Meetings/Right of Way

MSA Project No. BR-18-B2 September 12, 2017 Page 2

#### 1. Additional Design Phase Services – Hydrologic & Hydraulic Analysis

The significantitems include:

- Downstream Storm Sewer Impacts Evaluation HEI has used existing InfoSWMM models created for the FM Metro Feasibility Study, and updated for the FM Flood Diversion Authority WP42A.2 project to conduct an analysis of the hydraulic profile of the storm sewer under 10<sup>th</sup> Street North from the pump station discharge point at the 4<sup>th</sup> Avenue N intersection, to the trunk storm sewer at the 3<sup>rd</sup> Avenue N intersection. Analysis was conducted of existing conditions, and 3 proposed conditions concept alternatives. HEI has produced a technical memorandum detailing the concept alternatives analyzed and outlining the results of the alternatives as compared to existing conditions. The technical memo was used as a basis for discussion with the City and other stakeholders to develop a preferred plan. Cost estimates were not provided.
- <u>Upstream Storm Sewer Design</u> HEI used hydrologic and hydraulic data compiled by the NDDOT for their storm sewer design evaluation, and utilized it to assist in the design in storm sewer from the underpass low point to the proposed pump station.
- <u>Hydraulic Technical Memorandum</u> The NDDOT required HEI to produce a Technical Memorandum (TM) documenting the hydraulic design of the pump station. This TM contained information on pump station hydraulics as well as information from the downstream and upstream storm sewer evaluations.
- <u>NDDOT PS&E Review and Documentation Process</u> HEI attended the NDDOT PS&E Review meeting and took part in the review/revise/document process in accordance with NDDOT procedures.

The estimated costs of the Additional Design Phase Services – Hydrologic & Hydraulic Analysis is \$10,000.

#### 2. Additional Design Services – Structural Analysis

The significantitems include:

 <u>Evaluation of Existing Roadway Retaining Wall</u> – HEI evaluated the existing roadway retaining wall to determine if the design accounted for surcharge loads that could be produced by the City of Fargo vactor truck on the proposed adjacent access path. Structural design computations of the existing wall were not available. HEI evaluated the existing wall using retaining wall analysis software and determined that the wall is not structurally sufficient to support the vac truck load. HEI designed a replacement section for the portion of the wall adjacent to the proposed access path, complete with profile, sections, and connection details. MSA Project No. BR-18-B2 September 12, 2017 Page 3

- <u>Design of Retaining Wall at Pump Station Structure</u> The City of Fargo's preferred pump station location is located on the existing slope of the underpass excavation. The existing slope is approximately 2.5:1
   Vertical/Horizontal. HEI designed an approximately 5' high retaining wall east of the proposed pump station structure to retain the existing slope.
- <u>NDDOT PS&E Review and Documentation Process</u> HEI attended the NDDOT PS&E Review meeting and took part in the review/revise/document process in accordance with NDDOT procedures.

The estimated costs of the Additional Design Services – Structural Analysis is \$18,000.

#### 3. Additional Design Services – Transportation

The significantitems include:

- <u>Traffic Control</u> HEI was tasked with completing traffic control design and plan preparation to provide adequate traffic control and detour routes to accommodate installation of the proposed pump station discharge piping since the selected discharge location was outside of the construction limits of the NDDOT roadway replacement project, and thereby not included in the NDDOT traffic control documents.
- <u>Pavement, Joint, Pavement Marking, and ADA Ramp Design</u> HEI was tasked with completing pavement removal plans and pavement, joint, pavement marking, and ADA Ramp layout plans and details to accommodate the proposed pump station discharge piping installation since the selected discharge location was outside of the construction limits of the NDDOT roadway replacement project.
- <u>NDDOT PS&E Review and Documentation Process</u> HEI attended the NDDOT PS&E Review meeting and took part in the review/revise/document process in accordance with NDDOT procedures.

The estimated costs of the Additional Design Services – Transportation is \$14,000.

## 4. Additional Design Services – Project Management/Coordination/Meetings/Right of Way

The significantitems include:

 <u>Right of Way Coordination</u> - HEI has assisted the NDDOT and City of Fargo with a determination of existing right of way and coordination with BNSF for construction access. MSA Project No. BR-18-B2 September 12, 2017 Page 4

- Project Management/Coordination/Meetings Completion of the additional work within a project schedule that was slightly reduced from the schedule in scoping documents required a greater management effort than would have been required with the original scope and schedule. Additional coordination meetings, calls, and documentation with the NDDOT and City of Fargo were required to ensure that project submittals were completed satisfactorily and on schedule.
- NDDOT PS&E Review and Documentation Process HEI attended the NDDOT PS&E Review meeting and took part in the review/revise/document process in accordance with NDDOT procedures.

#### The estimated costs of the Additional Design Services - Project Management/Coordination/Meetings/Right of Way is \$20,000.

#### Basis of

- This amendment covers the additional services as described above. Actual services Proposal: will be billed on an hourly basis as per the original contract conditions.
- The total additional estimated fee for the above described tasks is <u>\$62,000</u>. Fee: Additional work required beyond the scope listed below will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined herein. Tasks will be performed in accordance with our current hourly rates.
- Conditions: Services will be invoiced monthly and are due and payable upon receipt.

#### Limitation of

Liability:

Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

MSA Project No. BR-18-B2 September 12, 2017 Page 5

Title: Fig. (, hy

Date: 9-20-17

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

<u>Authorization:</u> Client: Mark Bittner, PE – City of Fargo

Signature: Mark 1] Bilting PE

Ensine

Proposal: Houston Engineering, Inc.

Signature: Title:

Date:

http://insidehel.houston.ong.com/project-management/Library1/Contract Amendment - Defailed.docx



#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SN-16-C1

Туре:

Date of Hearing:

2017 CIP Revision

8/7/2017

Location:

Microsoft Campus and Cottagewood Addition Area

Routing	<u>Date</u>
City Commission	9/25/2017
PWPEC File	X
Project File	Jim Mohr

The committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, requesting to edit the 2017 CIP by moving an approved 2016 project into 2017. The project in question is a shared use path project with pedestrian crossing island in the area of the Microsoft Campus and Cottagewood Addition area, Improvement District No. SN-16-C1. The project will be special assessed and the engineer's estimate for the project is \$430,000.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of moving this project from the 2016 CIP to the 2017 CIP.

#### RECOMMENDED MOTION

Concur with the findings of PWPEC and approve the changes to the 2017 CIP by adding Improvement District No. SN-16-C1.

PROJECT FINANCING INFORMATION: Recommended source of funding for project: Special Assessments	
Developer meets City policy for payment of delinquent specials	Yes No N/A
Agreement for payment of specials required of developer Letter of Credit required (per policy approved 5-28-13)	<u> </u>

COMMITTEE	Present	Yes	No	Unanimous
				R
Tim Mahoney, Mayor	Г	Г	Γ	
Jim Gilmour, Director of Planning	Г	Г	1	
Steve Dirksen, Fire Chief	V	V	Г	
Mark Bittner, Director of Engineering	V	V	Г	
Bruce Grubb, City Administrator	M	V	F	
Ben Dow, Director of Operations	7	V	٢	
Steve Sprague, City Auditor	V	V	Г	
City Engineer	1	V	F	Brenda Derrig
Kent Costin, Finance Director	V	V	Г	

Jeremy M. Gorden, PE, PTOE Transportation Division Engineer

ATTEST:

#### ENGINEERING DEPARTMENT



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

July 31, 2017

ITEM

To: Members of PWPEC

From:

Jeremy M. Gorden, PE, PTOE  $\neg \int^{\omega}$ Division Engineer-Transportation

Subject:

2017 Capital Improvement Plan Revisions

#### Request to Move a Project from 2016 Capital Improvement Plan (CIP) to 2017 CIP

In the 2016 approved CIP we had included a shared use path and pedestrian crossing improvements project on Microsoft land that did not move forward in 2016 but is ready to now. Microsoft has agreed to grant us a permanent easement to cross the southern edge of their property. The Fargo Park District will be funding a portion of this project, and Special Assessments will be used to finance the balance (Microsoft, Edition Addition, and Cobalt Addition). This project is ready for the City Commission approval and for bidding. This project is SN-16-C1.

Estimated Cost: +\$430k Special Assessments and Fargo Park District funds in 2017 CIP

#### Request to Add a Traffic Project to the 2017 CIP

I'd like to add Project No. TR-17-B1 to the 2017 CIP. The project would install conduit and fiber optic cable in two locations in town to increase our traffic signal communication system as well as giving the IT department a redundant connection to the Public Safety Building. We would also include having the contractor supply us with 100 ethernet switches for our traffic signal cabinets. This would go a long way towards upgrading our cabinets so that we can communicate with our field devices over IP communications. This project will be ready for the City Commission approval and for bidding this fall.

Estimated Cost: +\$40k Traffic Engineering Capital Outlay and \$200k Sales Tax

#### **Recommended Motion**

Approve the moving of Improvement District No. SN-16-C1 from the 2016 CIP to the 2017 CIP and the addition of Project No. TR-17-B1 to the 2017 CIP.

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations



#### ENGINEERING DEPARTMENT



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

September 20, 2017

Honorable Board of City Commissioners City of Fargo Fargo, North Dakota

Re: BNSF Railroad Utility Crossing Licenses for Improvement District No. BN-17-A1 (SSP17278)

Honorable Commissioners,

As part to this street construction project, we need to install a water main, a storm sewer line, a sanitary sewer line, and two (2) conduits for fiber optic and street light wires under the BNSF Railway Company's track on the new 19<sup>th</sup> Avenue N road alignment. In order to have these five (5) crossings allowed by BNSF, we have had to pay application and license fees for each of them. The fees associated with these five (5) crossing is \$31,000 for this for project.

#### **Recommended Motion:**

Approve Sole Source Procurement Form in the amount of \$31,000 for 5 license locations associated with Improvement District No. BN-17-A1

Respectfully,

Jeremy Gørden, PE, PTOE Division Engineer – Traffic Engineering

Attachments

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations

Printed on Recycled paper.



# 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:

BNSF Railway Company

Estimated Dollar Amount of Purchase:

\$31,000.00

The project/service is required to:

BNSF Railway licenses required to perform work on thier land and to install pipelines under their tracks. 5 total location licenses.

mprovement District BN-17-A1

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

BNSF land, no other options

**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. **\*\***)

BNSF land, no other options

\*\*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)

BNSF land, no other options.

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

N/A

Signature:	
Printed Name: Jeremy Gorden	
Department: Engineering	_
Title: Division Engineer - Traffic Engineering	-
Date: 9/20/17	

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

JMG (Requestor initials)

#### ENGINEERING DEPARTMENT



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

September 20, 2017

Honorable Board of City Commissioners City of Fargo Fargo, North Dakota

Re: BNSF Railroad Utility Crossing Licenses for Improvement District No. BN-17-B1 (SSP17278)

Honorable Commissioners;

As part to this street construction project, we need to install two (2) conduits under the BNSF Railway Company's track on 45<sup>th</sup> Street for fiber optic and street light wires. In order to have these two (2) conduits allowed by BNSF, we have had to pay application and license fees for each of them. The fees associated with these two crossings is \$9000 for this project.

#### **Recommended Motion:**

Approve Sole Source Procurement Form in the amount of \$9,000 for 2 license locations associated with Improvement District No. BN-17-B1

Respectfully,

Jeremy Gorden, PE, PTOE Division Engineer – Traffic Engineering

Attachments

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations





# 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:

BNSF Railway Company

Estimated Dollar Amount of Purchase:

\$9,000

The project/service is required to:

BNSF Railway licenses required to perform work on their land and to install pipelines under their racks. 2 total location licenses.

mprovement District #BN-17-B1

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

BNSF land, no other options.

**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. \*\*)

BNSF land, no other options.

\*\*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)

BNSF land, no other options.

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

N/A

Signature:	
Printed Name: Jeremy Gorden	
Department: Egineering	
Title: Division Engineer - Traffic Engineering	
Date: 9/20/17	

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

JMG (Requestor initials)

#### ENGINEERING DEPARTMENT



(44)

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

September 20, 2017

Honorable Board of City Commissioners City of Fargo Fargo, ND

Re: Improvement District No. AN-17-G1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, September 20, 2017, for P.C. Concrete Alley Paving & Incidentals, Improvement District No. AN-17-G1, located from 2nd Avenue North to 4<sup>th</sup> Avenue North between Broadway North and Roberts Street North.

The bids were as follows:

Key Contracting, Inc. Earthwork Services, Inc. Adelman Concrete & Excavating	× . v.	\$395,656.00 \$444,677.60 \$585,944.96
Engineer's Estimate		\$542,500.00

The special assessment escrow is not required.

This office recommends award of the contract to Key Contracting, Inc. in the amount of \$395,656.00 as the lowest and best bid. No protests have been received.

Sincerely,

Thomas Knakmuhs Division Engineer

Printed on Recycled paper.

TAK/jmg

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS
 Utility Locations



#### ENGINEER'S STATEMENT OF ESTIMATED COST

#### **IMPROVEMENT DISTRICT # AN-17-G1**

#### P.C. Concrete Alley Paving & Incidentals

From 2nd Avenue North to 4th Avenue North between Broadway North and Roberts Street North.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

P.C. Concrete Alley Paving & Incidentals Improvement District # AN-17-G1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer				
1 Rem & Repl Casting - Inlet	EA	2.00	600.00	1,200.00
2 Rem & Repl Casting - Std Manhole	EA	3.00	450.00	1,350.00
3 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	45.00	85.00	3,825.00
4 F&I Manhole 4' Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
5 F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	3,500.00	3,500.00
6 Remove Inlet	EA	1.00	500.00	500.00
7 Remove Pipe All Sizes All Types	LF	35.00	25.00	875.00
		St	torm Sewer Total	16,750.00
Paving	王的同时,他的			
8 Clean Site	LS	1.00	3,500.00	3,500.00
9. Temp Fence - Safety	LS	1.00	3,500.00	3,500.00
10 Salvage & Instali Fence	LF	30.00	55.00	1,650,00
11 Remove Pavement All Thicknesses All Types	SY	1,537.00	12.00	18,444.00
12 F&I Sidewalk Curb	LF	4.00	75.00	300.00
13 Subgrade Preparation	SY	1,541.00	3.00	4,623.00
14 F&I Pavement 7" Thick Reinf Conc	SY	1,541.00	109.00	167,969.00
15 F&I Pavement 6" Thick Asph	SY	25.00	105.00	2,625.00
16 F&I Crushed Conc - 6" Thick	SY	200.00	14.00	2,800.00
17 Inlet Protection - Existing Inlet	EA	4.00	200.00	800.00
18 Inlet Protection - New Inlet	EA	1.00	200.00	200.00
19 Traffic Control - Type 1	LS	1.00	3,500.00	3,500.00
19 Tranic Control - Type 1	احتبيب فيستنا بتجنيب فالتنا		Paving Total	209,911.00
Utility Conduit system	可以在建筑时间 没			
20 F&I Conduit 2" Dia	LF	4,355.00	13.00	56,615.00
21 F&I Conduit 4" Dia	LF	3,165.00	13.20	41,778.00
22 F&I Conduit 2.5" Dia	LF	1,560.00	14.00	21,840.00
23 F&I Conduit 6" Dia	LF	2,250.00	13.50	30,375.00
24 F&I MicroDuct	LF	1,362.00	13.50	18,387.00
		Utility Cor	nduit system Total	168,995.00
and the second		And the second data and the second se	onstruction in \$	395,656.00
		Engineering	4.00 %	15,826.24
		egal & Misc	3.00 %	11,869.68
	Co	ontingencies	10.00 %	39,565.60
	Ad	Iministration	3.44 %	13,610.5
		Interest	4.00 %	15,826.2
	Outside	Outside Engineering		109,992.3
		Total Estimated Costs		
		Utility Funds - Wastewater - 521		
		Special Assessments		
			Unfunded Costs	0.0



#### ENGINEER'S STATEMENT OF ESTIMATED COST IMPROVEMENT DISTRICT # AN-17-G1

P.C. Concrete Alley Paving & Incidentals

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

Date: 09/20/2017

Tom Knakmuhs

Division Engineer





This sheet must be completed and turned in with <u>all</u> City of Fargo projects. <u>NO</u> items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Stor	m Sewer, As	sphalt Paving, 0	Concrete C&G	, Street Lighting, Sidewalk & Ir	icidentals
Improvem	ent District I	No. <u>BN-16-</u>	Η		
	Call For Bi	ds		September 25	, <u>2017</u>
	Advertise [	Dates		October 2 & 9	, <u>2017</u>
	Bid Openir	ng Date		November 1	, <u>2017</u>
	Substantia	I Completion D	ate	June 30	, <u>2018</u>
	Final Com	oletion Date	-	July 30	, <u>2018</u>
<u>_X</u>	PWPEC R	eport (Part of 2	017 CIP)		
_ <u>X</u> _	Engineer's	Report (Attach	Сору)		
_X	Direct City	Auditor to Adve	ertise for Bids		
_X_	Bid Quantities (Attach Copy for Auditor's Office Only)				
X	Notice to F	roperty Owner	s (Dan Eberha	ırdt)	
Project Er	ngineer	Mark M	liller		
Phone No	ū.	476-66	28	-	

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

#### **REPORT OF ACTION**

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement I	District No. BN-16-H1		Type: 2017 CIP R	evision
Location:	53rd Ave South		Date of Hearing:	5/23
Routing City Commissi	ion	<u>Date</u> 6/5/2017		

City Commission PWPEC File Mark Miller, Chad Shumake Project File

The Committee reviewed a communication from Project Engineer, Mark Miller, regarding the desire to add the project indicated above to the 2017 CIP. This project was originally slated for construction in 2016. Due to the Department's work load, the project was delayed. It is ready for bidding and staff is recommending approval of adding it to the current CIP.

х

On a motion by Bruce Grubb, seconded by Steve Dirksen, the Committee voted to approve the addition of Improvement District No. BN-16-H1 to the 2017 CIP.

#### RECOMMENDED MOTION

Concur with the findings of PWPEC and approve the creation of Improvement District No. BN-16-H1 for implementation in 2017.

**PROJECT FINANCING INFORMATION:** 

Recommended source of funding for project: \_\_\_\_\_\_Special Assessments\_\_\_\_\_

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

Yes	No
N	Ά
N	Ά
N	Ά

#### COMMITTEE

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

Present	Yes	No	Unanimous
C			V
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V	V	Г	
ম	V	Г	
V	V	Г	
V	N	Г	
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Г	T	Г	
V.	V	Г	
Г	Г	Г	

5/23/2017

ung for April Walker April E. Walker, P.E.,

City Engineer

ATTEST:

C: Kathy Volk



ENGINEERING DEPARTMENT

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

# Memorandum

To:		12	Þ١٨	VPE	C	
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÷2.	122	1.0		8 8	73 of	1 <sub>2</sub> 8

Mark Miller, Civil Engineer - mmm From:

Thomas Knakmuhs, April Walker Cc:

05/23/17 Date:

Improvement District BN-16-H1 - 53rd Avenue South Re:

#### **Background:**

Improvement District BN-16-H1; Storm Sewer, PC Concrete Paving, Street Lights, & Incidentals was originally included in the 2016 CIP. This project would construct a concrete road on 53rd Avenue S between 52nd Avenue S and 63rd Street S. Currently, this road is gravel with ditch drainage. This project was originally included in the 2016 CIP but due to the Department's work load, it was postponed to the 2017 construction year.

The estimated construction cost is \$1,296,528 and with all of the miscellaneous fees including contingencies, the total is \$1,828,105.40. This project will be 100% special assessed. Engineering is recommending to amend the 2017 Capital Improvement plan to include this Improvement District.

#### **Recommended Motion:**

Amend the 2017 Capital Improvement Plan to include Improvement District BN-16-H1.

#### MMM/jmg

Street Lighting Sidewalks.

Design & Construction Traffic Engineering

Truck Regulatory Flood Plain Mgmt.

Mapping & GIS Utility Locations

#### ENGINEER'S REPORT

#### STORM SEWER, ASPHALT PAVING, CONCRETE C&G, STREET LIGHTING, SIDEWALK & INCIDENTALS

#### **IMPROVEMENT DISTRICT NO. BN-16-H**

#### Nature & Scope

This portion of 53<sup>rd</sup> Avenue South is currently a gravel road. This project will install storm sewer and construct a 36' asphalt roadway, install street lights and concrete sidewalk.

#### Purpose

Construct a new roadway and infrastructure.

#### Feasibility

#### Estimated Construction Cost:

Assessed Construction Costs	\$1,070,521.12
Engineering Fees (11%)	117,757.32
Administration Fees (6%)	64,231.27
Legal Fees (7%)	74,936.48
Interest (4%)	42,820.84
Total Estimated Assessed Construction Costs	\$1,370,267.03

#### **Project Funding Summary**

Special Assessment - 100% Total Estimated Project Cost

\$1,370,267.03

The cost to property owners will be per City policy.

We believe this project to be cost effective.



Tom Knakmuhs, P.E. Division Engineer

September 2017

#### CITY OF FARGO ENGINEERING DEPARTMENT

#### LOCATION & COMPRISING

#### STORM SEWER, ASPHALT PAVING, CONCRETE C&G, STREET LIGHTING, SIDEWALK & INCIDENTALS

#### **IMPROVEMENT DISTRICT NO. BN-16-H**

#### LOCATION:

53rd Avenue South between 63<sup>rd</sup> Street South and 52<sup>nd</sup> Avenue South.

#### COMPRISING:

Lots 1 and 2, Block 1. Currier Trust Subdivision.

Lots 1 through 3, Block 1. Dittmer Subdivision.

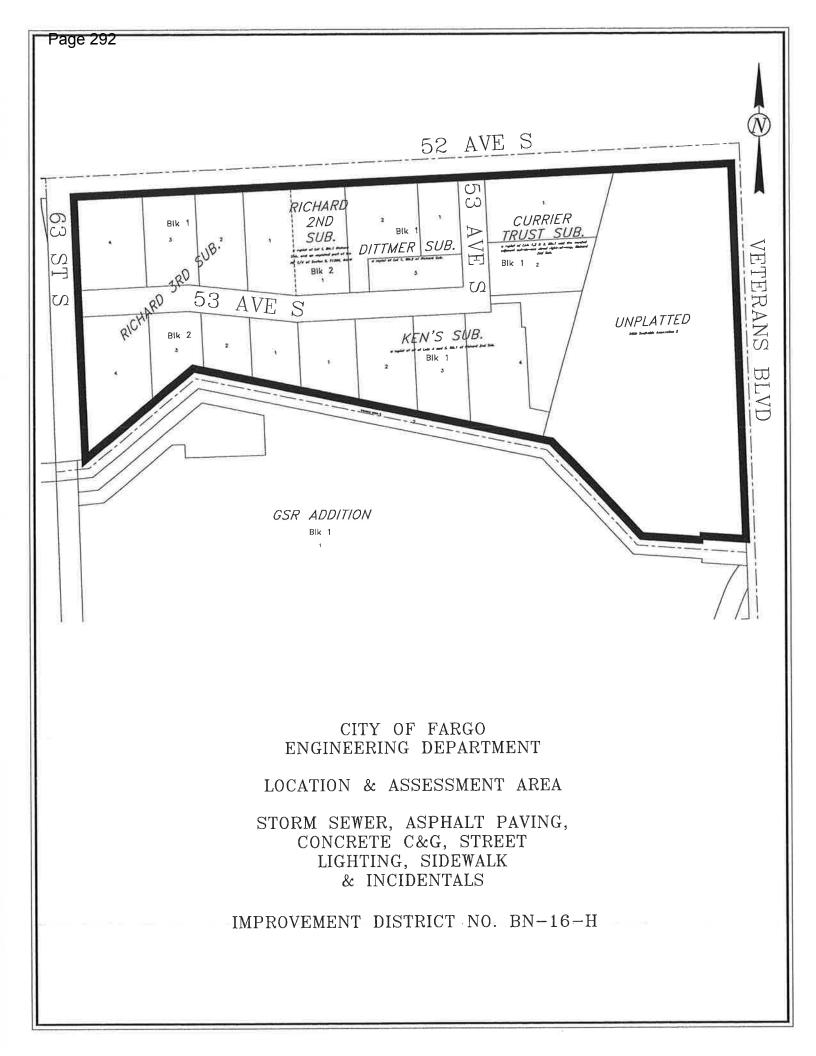
Lots 1 through 4, Inclusive, Block 1. Ken's Subdivision.

Lot 1, Block 2. Richard 2<sup>nd</sup> Subdivision.

Lots 1 through 4, Block 1. Lots 1 through 4, Block 2. All in Richard 3<sup>rd</sup> Subdivision.

The unplatted portion of the east half of the NE 1/4 of Section 5, Township 148 North, and Range 49 West, 2009 Southside Annexation 2.

All of the foregoing located in the City of Fargo, Cass County, North Dakota.



#### COVER SHEET CITY OF FARGO PROJECTS

This sheet must be completed and turned in with <u>all</u> City of Farge projects. <u>NO</u> items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of Improvement District as it will appear in the Contract:

Shared Use Path & Incidentals			
Improvement District No.	SN-16-C		
Call For Bids	, 2017		
Advertise Dates	October 2 & 9 , 2017		
Bid Opening Date	November 1, 2017		
Substantial Completion	n Date June 30, 2018		
Final Completion Date	, <u>2018</u>	}	
X PWPEC Report (Attach	PWPEC Report (Attach Copy) 2016 CIP to 2017 CIP Revision		
<u>X</u> Engineer's Report (Atta	Engineer's Report (Attach Copy)		
<u>X</u> Direct City Auditor to A	Direct City Auditor to Advertise for Bids		
<u>X</u> Bid Quantities (Attach 0	Bid Quantities (Attach Copy for Auditor's Office Only)		
X Notice to Property Owners (Dan Eberhardt)			
Project Engineer Jim Mohr			
Phone No. 241-1545			

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

- X\_\_\_\_ Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- <u>X</u> Adopt Resolution of Necessity
- N/A\_ Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

.....

#### **REPORT OF ACTION**

#### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. SN-16-C1

Type: 2017 CIP Revision

8/7/2017

Date of Hearing:

Location: Microsoft Campus and Cottagewood Addition Area

Routing	<u>Date</u>	
City Commission	9/25/2017	
PWPEC File	X	
Project File	Jim Mohr	

The committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, requesting to edit the 2017 CIP by moving an approved 2016 project into 2017. The project in question is a shared use path project with pedestrian crossing island in the area of the Microsoft Campus and Cottagewood Addition area, Improvement District No. SN-16-C1. The project will be special assessed and the engineer's estimate for the project is \$430,000.

Staff is recommending approval.

On a motion by Mark Bittner, seconded by Steve Sprague, the Committee voted to recommend approval of moving this project from the 2016 CIP to the 2017 CIP.

#### RECOMMENDED MOTION

Concur with the findings of PWPEC and approve the changes to the 2017 CIP by adding Improvement District No. SN-16-C1.

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	PROJECT FINANCING INFORMATION: Recommended source of funding for project: Special Assessments	
Agreement for payment of specials required of developer		
	Agreement for payment of specials required of developer	

Present

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

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No

Unanimous

Yes

Jeremy M. Gorden, PE, PTOE Transportation Division Engineer

ATTEST:

COMMITTEE

#### ENGINEERING DEPARTMENT



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

July 31, 2017

ITEM 3

Members of PWPEC

From:

To:

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

Subject:

2017 Capital Improvement Plan Revisions

#### Request to Move a Project from 2016 Capital Improvement Plan (CIP) to 2017 CIP

In the 2016 approved CIP we had included a shared use path and pedestrian crossing improvements project on Microsoft land that did not move forward in 2016 but is ready to now. Microsoft has agreed to grant us a permanent easement to cross the southern edge of their property. The Fargo Park District will be funding a portion of this project, and Special Assessments will be used to finance the balance (Microsoft, Edition Addition, and Cobalt Addition). This project is ready for the City Commission approval and for bidding. This project is SN-16-C1.

Estimated Cost: +\$430k Special Assessments and Fargo Park District funds in 2017 CIP

#### Request to Add a Traffic Project to the 2017 CIP

I'd like to add Project No. TR-17-B1 to the 2017 CIP. The project would install conduit and fiber optic cable in two locations in town to increase our traffic signal communication system as well as giving the IT department a redundant connection to the Public Safety Building. We would also include having the contractor supply us with 100 ethernet switches for our traffic signal cabinets. This would go a long way towards upgrading our cabinets so that we can communicate with our field devices over IP communications. This project will be ready for the City Commission approval and for bidding this fall.

Estimated Cost: +\$40k Traffic Engineering Capital Outlay and \$200k Sales Tax

#### Recommended Motion

Approve the moving of Improvement District No. SN-16-C1 from the 2016 CIP to the 2017 CIP and the addition of Project No. TR-17-B1 to the 2017 CIP.

Street Lighting Sidewalks Design & Construction Traffic Engineering Truck Regulatory Flood Plain Mgmt. Mapping & GIS Utility Locations

#### Printed on Recycled paper.

#### ENGINEER'S REPORT

#### SHARED USE PATH & INCIDENTALS

#### **IMPROVEMENT DISTRICT NO. SN-16-C**

#### Nature & Scope

This project is for the installation of a 10' wide shared use path and pedestrian crossing. The shared use path will be installed between 38<sup>th</sup> and 42<sup>nd</sup> Street S. The pedestrian crossing will be installed at 42<sup>nd</sup> Street S just north of 47<sup>th</sup> Avenue S and will provide a safe crossing for pedestrians.

#### Purpose

The user groups that will benefit from this new shared use path will be walkers, runners, bicyclists, and in-line skaters. Residents will use this path mostly for recreation, but it could also serve school children riding their bicycle to Kennedy School.

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

This shared use path will see hundreds of daily users between April and October and also some hearty individuals in the winter months. This project will be connected to the rest of the Fargo shared use path system, which will enable the local residents the ability to connect to other parts of town quite easily and safely by non-motorized means.

#### **Feasibility**

The estimated construction cost is estimated at \$277,260.00. Funding for this project will come from Special Assessments. The cost breakout is as follows:

Costs		
Construction Cost		\$277,260.00
Engineering (11%)		\$ 30,498.60
Admin (6%)		\$ 16,635.60
Legal (7%)		\$ 19,408.20
Interest (4%)		\$ 11,090.40
	Estimated Total Project Cost	\$354,892.80

We believe this project to be cost effective.

DEREMY M. GORDEN PE-5328 DATE: 9-20-155 NOATH DAKOTA	Jeremy M. Gorden, P.E., PTOE	
	Jeremy M. Gorden, P.E., PTOE	
	Division Engineer – Transportation	

September 2017

#### CITY OF FARGO ENGINEERING DEPARTMENT

#### LOCATION & COMPRISING

#### SHARED USE PATH & INCIDENTALS

#### **IMPROVEMENT DISTRICT NO. SN-16-C**

#### LOCATION:

Between 38<sup>th</sup> Street and 42<sup>nd</sup> Street along the north edge of Cottagewood 1<sup>st</sup> Addition and along 38<sup>th</sup> Street South.

#### **COMPRISING:**

Lot 1, Block 2. All in Great Plains Software Addition.

Lot 1, Block 3. All in Prairie Tech Addition.

Lot 1, Block 1. All in Vista Addition.

Lots 1 through 3, Block 1. All in William Thomas Addition.

Lots 1 through 5, Block 1. Lots 1 through 10, Block 2. Lots 1 through 21, Block 3. Lots 1 through 19, Block 4. Lots 1 through 9, Block 5. All in Cottagewood 1<sup>st</sup> Addition.

Lots 1 through 18, Block1. All in Cottagewood 2<sup>nd</sup> Addition.

Lot 1, Block 1. All in Cobalt Addition.

Location & Comprising Improvement District No. SN-16-C Page 2

Lot 1, Block 1. All in Edition Addition.

Lots 1 through 19, Block 1. Lots 1 through 20, Block 2. All in Cottagewood 3<sup>rd</sup> Addition.

All of the foregoing located in the City of Fargo, Cass County, North Dakota,

